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

To participate in a **Public Hearing for a specific agenda item**, you may either email written public comments to comments@jaspercountysc.gov by **1:00PM on Monday, September 16, 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, September 16, 2024
AGENDA

5:00PM

1. Call to Order of Council Meeting by Vice Chairwoman Clark

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

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

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 – [USCB MCIP](#); [Tax Map # 063-18-03-003](#); [Tax Map # 087-00-05-008](#) & [087-00-05-009](#)

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – [Prospect Update](#); [Project Mr. C](#); [Project Veggie](#); [Project Deep Water](#); [Danny Black – SouthernCarolina Alliance](#)

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

Approval of Consent Agenda passes all Consent Agenda Items. Consent Agenda Items are not considered separately unless any Councilmember so requests. In the event of such a request the item is placed at the end of the Public Hearings, Ordinances and Action Items.

6. Approval of the Regular Agenda:

PRESENTATIONS

7. Solicitor Stone – Creating a Three Tier System for Managing the Criminal Docket in Jasper County

PROCLAMATION

8. Chief Russell Wells – Proclamation proclaiming that October 6, 2024, thru October 12, 2024 will be recognized as Fire Prevention Week in Jasper County.

RESOLUTIONS

9. Kimberly Burgess – Approval of Resolution [#R-2024-28](#) finding that normal daily operations of the Jasper County Detention Center are affected by the necessity for additional fencing within and without certain areas of the Detention Center and pursuant to Section 2-412 of the Jasper County Code of Ordinances allows for emergency procurement where normal daily operations are affected, and authorizing the County Administrator to create the contracts and obtain the services on behalf of Jasper County, and matters related thereto.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

10. Ryan Romano and Benton Blaine – Public Hearing and consideration of the [3rd reading](#) of Ordinance [#O-2024-19](#) authorizing the Execution and Delivery of a Development Agreement for Moffett Solar II Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code Of Ordinances Of Jasper County; Approving a Technical Amendment to Ordinance O-2024-11; Authorizing The Chairman Of Jasper County Council To Execute A Development Agreement; And Other Related Matters. (*1st reading 08.19.2024; Public hearing and 2nd reading 09.03.2024*)

11. Kimberly Burgess – Public Hearing and consideration of a [2nd reading](#) of Ordinance [#O-2024-22](#) to Amend Jasper County Ordinance O-2023-09, The Fiscal Year 2024 Jasper County Budget, To Provide For Amendments To The Budget And To Carryover Approved Lapsing Funds To Fiscal Year 2025; To Amend Jasper County Ordinance O-2024-13, The Fiscal Year 2025 Jasper County Budget, To Provide For Amendments To The Budget Resulting From The Carryover Of Approved Lapsing Funds From Fiscal Year

2024; To Amend Certain Revenue Items; To Incorporate The Reclassification Of Certain Line Items, To Amend For Fiscal Year 2025 Expenditures, The Inclusion Of Additional Appropriations, And Matters Related Thereto (*1st reading 09.03.2024*)

12. **Andrew Fulghum** – Consideration of the **1st reading** of an Ordinance Authorizing the sale to S&P Produce, Inc., of a 10 Acre Parcel, more or less, Being Subdivided out of the Original 40.00 Acre Parcel Identified as Parcel B-1A as shown on a Plat Recorded at Plat Book 23 at Page 345, with such new 10.00 Acre Parcel Being Shown on an Individual Plat and Being a Portion of Tax Parcel 048-00-01-005, and to Authorize the Jasper County Administrator to Execute Such Contracts, Amendments, Deeds and Other Documents as may be Necessary and Appropriate to Effect the Sale to S&P Produce, Inc., or its Assigns, and matters related thereto. (Project Veggie)

13. **Kimberly Burgess** – Approval of the Special Services Contract for the ADA Accessibility Software/Tool.

14. **Danny Lucas** - Discussion of Request for Non-Standard Use of County Property.

15. **David Tedder** – **Public hearing** and consideration of the **3rd reading** of Ordinance **#O-2024-17** Amending Jasper County Ordinance #O-2023-20 by Authorizing and Approving Modified Terms of a Loan from the South Carolina Transportation Infrastructure Bank; Authorizing and Approving Documents to Reflect the Modified Loan; Authorizing and Approving Modifications to an Intergovernmental Agreement among Jasper County, South Carolina, the City of Hardeeville, South Carolina and the South Carolina Transportation Infrastructure Bank; and Other Related Matters. (*Exit 3*) (*1st reading 07.15.2024; 2nd reading 08.19.2024*)

CITIZEN COMMENTS

16. 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.

17. Administrator's Report

CONSENT AGENDA

18. **Lisa Wagner** - Consideration of the **3rd reading** of Ordinance **#O-2024-18** to amend the Official Zoning Map of Jasper County so as to apply the Solar Farm Floating Zone to properties bearing Jasper County Tax Map Numbers 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003, and 059-00-01-033, as shown on the Moffett Solar II Concept Plan, prepared by Wood., dated May 2024, located along Grays Highway, Firetower Road and Langfordville Road. (*1st reading 08.19.2024; Public hearing and 2nd reading 09.03.2024*)

19. **David Tedder** – Consideration of the **3rd reading** of Ordinance **#O-2024-11** 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 Moffett Solar II, 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; and other related matters. *(Substitution of the Ordinance for that passed Second Reading on 05.06.2024 (Ordinance O-2024-11), recognizing technical amendments resulting from the use of a separate Development Agreement Ordinance, being Ordinance Number # O-2024-19) (1st reading 04.15.2024; public hearing and first 2nd reading 05.06.2024; another Public hearing and another 2nd reading on 09.03.2024)*

20. **David Tedder** - Consideration of the **3rd reading** of Ordinance **#O-2024-20** authorizing the sale of TMS 048-00-01-026, approximately five (5) acres, to Gopher Hill Holdings, LLC, or its assigns, and to authorizing the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to Gopher Hill Holdings, LLC, or its assigns, and matters related thereto. *(1st reading 08.19.2024; Public hearing and 2nd reading 09.03.2024)*

21. **David Tedder** - Consideration of the **3rd reading** of Ordinance **#O-2024-21** authorizing the sale to SC Grays LLC of a 1.47 acre parcel being subdivided out of the original 258.45 acre Parcel B, Parcel B being shown on a Plat recorded at Plat Book 22 at Page 233, with such 1.47 acre parcel being shown on an individual plat, being a portion of tax parcel 048-00-01-009, and to authorize the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to SC Grays LLC, or its assigns, and matters related thereto. *(1st reading 07.15.2024; Public hearing and 2nd reading 09.03.2024)*

22. Approval of the Minutes 06.03.2024

END OF CONSENT AGENDA

23. Council Members Comments:

24. 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.*

25. 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

AGENDA

ITEM # 8

****Proclamation****

****JASPER COUNTY, SOUTH CAROLINA****

****FIRE PREVENTION WEEK 2024 10/6-10/12****

WHEREAS, the safety and well-being of the citizens of Jasper County are paramount, and the proactive prevention of fires is essential to protecting lives and property; and

WHEREAS, fire departments and rescue services across Jasper County, including the Jasper County Fire-Rescue, Hardeeville Fire Department, Ridgeland Fire Department, and other vital first responders, are dedicated to safeguarding our community from the dangers of fire and other emergencies; and

WHEREAS, Fire Prevention Week provides an opportunity to emphasize the importance of fire safety education and the need for residents to understand the role they play in preventing fires and reducing fire-related injuries and fatalities; and

WHEREAS, this year's Fire Prevention Week theme, "Smoke alarms: make them work for you!" strives to educate everyone about the importance of having working smoke alarms in the home, urging all Jasper County residents to check and replace smoke alarms where ever they reside or own a home.

WHEREAS, the collaboration between Jasper County's fire departments, rescue services, schools, businesses, and community organizations is essential in promoting fire safety and preparedness; and

WHEREAS, by observing Fire Prevention Week, we acknowledge the tireless efforts of our firefighters, paramedics, and rescue personnel who risk their lives daily to protect our communities and respond to emergencies with courage and professionalism; and

WHEREAS, the people of Jasper County are encouraged to participate in fire prevention activities at home, in schools, and at community events, ensuring that every citizen understands how to prevent and respond to fires effectively;

NOW, THEREFORE, the Jasper County Council does hereby proclaim the week of *October 6-12, 2024*, as ****FIRE PREVENTION WEEK**** throughout Jasper County, South Carolina, and encourages all citizens to join in promoting fire safety practices, supporting our local fire departments and rescue services, and taking proactive steps to ensure a safer community for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Jasper County to be affixed this 16th day of September, 2024.

(Seal)

Vice Chairwoman, Jasper County Council

AGENDA

ITEM # 9

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2024 -28

RESOLUTION OF JASPER COUNTY COUNCIL

RESOLUTION finding that normal daily operations of the Jasper County Detention Center are affected by the necessity for additional fencing within and without certain areas of the Detention Center and pursuant to Section 2-412 of the Jasper County Code of Ordinances allows for emergency procurement where normal daily operations are affected, and authorizing the County Administrator to create the contracts and obtain the services on behalf of Jasper County, and matters related thereto.

WHEREAS, Section 2-412 of the Jasper County Code of Ordinance provides the chief purchasing officer, with the concurrence of the county administrator may make or authorize others to make emergency procurement where normal daily operations are affected; and

WHEREAS, the necessity for additional fencing in the housing units and the outer perimeter of the Jasper County Detention Center has affected normal daily operations of the Detention Center; and

WHEREAS, immediate procurement and installation of the fencing is imperative to the normal operation of the Detention Center, as well as, the prevention of a potential threat to the public safety; and

WHEREAS, the Detention Center obtained quotations from Graybar Fence Co., Inc., in the amount of \$5,983 for interior housing units (see Exhibit A), in the amount of \$68,950 for the perimeter fencing and gates (see Exhibit B), and in the amount of \$19,300 for the exercise yard/cafeteria area (see Exhibit C), for a total purchase price of \$94,233 (excluding applicable sales tax, if any); and

WHEREAS, the quotation for the perimeter fencing exceeds the county administrator's contracting/purchasing authority up to \$25,000 as provided in Section 2-404 of the Jasper County Code of Ordinance; and

WHEREAS, it is the opinion of the Jasper County Detention Center Department and the chief purchasing officer with the concurrence of the county administrator, that emergency procurement of the housing and perimeter fencing and implementing the quotations provided by Graybar Fence Co., Inc., as quickly as possible is imperative to the normal daily and safe operation of the Jasper County Detention Center; and

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that it is in the best interest of the County and its citizens to approve the requested emergency procurement as provided in the Jasper County Purchasing Ordinance not to exceed \$102,000; and

FURTHER RESOLVED, the County Administrator is authorized to execute contract and/or purchase documents as are customary and usual, in the amounts quoted by Graybar Fence Co., Inc.; and

FURTHER RESOLVED, expenditures for the housing and perimeter fencing will be funded from account 058-5095 in the Detention Center departmental budget.

SIGNATURES FOLLOW

This Resolution No. R- 2024- 28 made this _____ day of _____, 2024.

Barbara B. Clark,
Vice Chairwoman

ATTEST:

Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

GRAYBAR FENCE CO.
36 Savannah Highway
Burton, SC 29906

GRAYBAR FENCE CO., INC.
COMMERCIAL & RESIDENTIAL FENCING
CHAIN LINK - WOOD FENCING
(843) 525-6172
VISA/MASTERCARD ACCEPTED
www.graybarfence.com

JONATHAN GRAY
P.O. Box 272
Port Royal, SC 29935

DATE 8/27/2024

SOURCE OF LEAD 243



TELEPHONE NUMBER 717-3300

SOLD TO Joson Cus Detektor Center M. Benjamin

ADDRESS Exercise yard / Cafeteria Area Zone _____

LOCATION Ridgely SC JOB LOG NO. _____

SPECIFICATIONS: All work will be performed in a workmanlike manner and in accordance with standard practice.

Check Caption Preferred	Additional Specifications
Total Height <u>8'3 Babul Ray</u>	Top Rail _____ O.D.
Post Spaced <u>10'</u>	Line Post _____ O.D.
Style Fence <u>Galv.</u>	End Post _____ O.D.
Gauge <input checked="" type="checkbox"/> 9 <input type="checkbox"/> 11	Corner Post _____ O.D.
Knuckled 	Walk Gate Post _____ O.D.
Safeguard 	Drive Gate Posts _____ O.D.
Cash Upon Completion <input type="checkbox"/>	Gate Frames _____ O.D.
F.H.A. <input type="checkbox"/> Budget <input type="checkbox"/>	


KEY


Fence to be erected _____

Tip-ods (Get permission) X

Terminal post O

Existing fence *****

Walk gate 

Double gate 

Clothes post location must be shown on plan.

Indicate if sides are shared.

No of feet 250/250

Height 8'3 Babul Ray

Wood Galv.

Style Chain Link

W Gate 1-5' gate

Dr Gate 1-20' Drive gate

Top Rail of Fence to Follow Ground

Be Level With Lowest Grade

Be Level With Highest Grade

Terminal Post Ornaments:

Domes

Gate Ornaments:

Dogs

SKETCH

#1 235' 28" Razor wire.
Labor / Material
Total \$ 2,935.00

#2 Roof Incident,
250' 8x9x2 chain link Fence
+ 3 Babul Ray wire.
1 1/2" Top Middle / Bottom rail
2 1/2" Line post
3" End / Corner post.
1-8'x5' walk gate - Hardware.
all post set in Cement
Labor / Material
Total \$ 17,351.00

QUANTITY	#3
	Next to Cafeteria:
250'	8x9x2 CL Fence
+3	Babul Ray wire
1 1/2"	Top Middle / Bottom rail
2 1/2"	Line post
3"	End / Corner / Gate post
1-8'x20'	Drive gate
	Hardware
	All post to be set in
	Cement
	Labor / Material
Total \$	19,300.00

3.5% CREDIT CARD FEE
CONTRACT CONDITIONS

Graybar Fence is not responsible for irrigation location. If contract is cancelled, 35% of the total contract price will be charged. If Graybar Fence arrives to install a fence and there is a property line dispute, the homeowner will be billed \$35 per hour, per man on the job site. More or less material other than amount contracted for will be debited/credited at current rate. Customer is responsible for any Attorney Fees and Court Cost. We are not responsible for survey markers.

FOR YOUR PROTECTION

ON PAYMENTS TO US. USE CHECK OR MONEY ORDER PAYABLE TO COMPANY AS SHOWN ON HEADING OF THIS SALES CONTRACT

DO NOT PAY BY CURRENCY!

Total _____

Tax _____

Down _____

TOTAL _____

Salesman Thany

Sales Manager Accepted for the Company Jonathan M

ACCEPTED _____

AGENDA

ITEM # 10

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR JASPER COUNTY
ORDINANCE NO. **O-2024-19**

AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT FOR MOFFETT SOLAR II, LLC, PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND ARTICLE IV, TITLE 20 OF THE CODE OF ORDINANCES OF JASPER COUNTY; APPROVING A TECHNICAL AMENDMENT TO ORDINANCE O-2024-11 A; AUTHORIZING THE CHAIRMAN OF JASPER COUNTY COUNCIL TO EXECUTE A DEVELOPMENT AGREEMENT; AND OTHER RELATED MATTERS.

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the “Act”), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Jasper County Council (“Council”), the governing body of Jasper County, South Carolina (the “County”) has adopted Article IV, Title 20 of the Code of Ordinances of Jasper County governing Jasper County’s participating in development agreements (the “Ordinance”); and

WHEREAS, Moffett Solar II, LLC (the “Owner”), owns or will acquire certain lands suitable for development; and

WHEREAS, pursuant to the Act and the Ordinance, the County is authorized to enter into binding development agreements with certain entities having legal interest in real property; and

WHEREAS, the County and the Owner have now concluded their negotiations with respect to the terms for a development agreement for the real property subject to the development agreement; and

WHEREAS, the County has provided for and held the statutorily required public hearings, finds that the development agreement is consistent with the comprehensive plan for the County, as amended, and that approval of the development agreement would be in the best interests of the County.

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

Section 1. Approval of Development Agreement. The Development Agreement, in substantially the form attached hereto as Exhibit A, is approved and all of the Development 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 Development 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.

Section 2. Amendment of Ordinance #O-2024-11 A. The Development Agreement was previously before County Council as Ordinance #O-2024-11 A. County Council has since confirmed its desire to approve the Development Agreement by means of this Ordinance as opposed to Ordinance #O-2024-11 A.

Section 3. Further Assurances. The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the

direction of the Chair, the County Administrator, 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.

Section 4. *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 5. *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 6. This ordinance shall take effect upon approval by Council and the later of (1) the recording of a deed to the Property affected by the Development Agreement into Moffett Solar II, LLC, or (2) the recording of the Development Agreement in the Register of Deeds Office for Jasper County, South Carolina within fourteen (14) days of the final execution of the Development Agreement by its Parties.

[Signature page follows]

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

Ordinance # O-2024-19

First Reading: August 19, 2024
Second Reading: September 3, 2024
Public Hearing: September 3, 2024, and September 16, 2024
Third Reading: September 16, 2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder Date: _____

EXHIBIT A
FORM OF DEVELOPMENT AGREEMENT

**MOFFETT SOLAR
DEVELOPMENT AGREEMENT
BY AND BETWEEN**

**MOFFETT SOLAR II, LLC,
AND
JASPER COUNTY, SOUTH CAROLINA**

____, 2024

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EXHIBITS

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Development Schedule
- Exhibit D: Current Regulations
- Exhibit E: Development Agreement Ordinance
- Exhibit F: Form Partial Assignment and Assumption of Rights
- Exhibit G: Fee Schedules
- Exhibit H: Legal and Equitable Owners

DEVELOPMENT AGREEMENT

**BY AND BETWEEN
MOFFETT SOLAR II, LLC,
AND
JASPER COUNTY, SOUTH CAROLINA**

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the “Agreement”) is entered into effective as of the ___ day of _____, 2024, which shall be the date of recording of this fully approved and executed Agreement (the “Effective Date”), by and between Moffett Solar II, LLC, a Delaware limited liability corporation (the “Property Owner”), and Jasper County, a political subdivision of the State of South Carolina (the “County”).

RECITALS

This Agreement is predicated upon the following:

I. The Code of Laws of South Carolina (the “S.C. Code”) Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the “Act”), enables political subdivisions of the State of South Carolina to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.

II. Article IV, Title 20 of the Code of Ordinances of Jasper County governs the County’s participating in development agreements.

III. The County conducted public hearings regarding its consideration of this Agreement on April 15, 2024, and May 6, 2024, after publishing and announcing notice, in accordance with the Act.

IV. County Council adopted Ordinance Number 2024- on April 15, 2024, (a) determining that this Agreement is consistent with the County Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement. A copy of the Ordinance is attached hereto as Exhibit E, and incorporated herein by reference.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. The Real Property. The Real Property subject to this Agreement currently consists of approximately seven hundred forty acres and six tenths (740.6) acres. A legal description of the Real Property is set forth in Exhibit A, and the boundary lines of the property are shown on the plat attached as Exhibit B.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) “Agreement” means this Development Agreement, including the recitals and exhibits attached hereto.

(b) “Annual Development Fee” means that minimum payment made to the County by the Owner, its successors or assigns pursuant to Paragraph 14 herein.

(c) “Comprehensive Plan” means the Jasper County Comprehensive Plan, Ordinance 06-030, adopted on April 2, 2007, pursuant to S.C. Code Section 6-29-510, et seq., as amended, and recorded in the

Jasper County Register of Deeds Office in Book 888 at Page 246; Ordinance No. 2016-23, adopted by County Council on September 6, 2016; and the official zoning map adopted pursuant to S.C. Code Section 6-7-1210 et seq.

(d) “County” means Jasper County, South Carolina.

(e) “Current Regulations” mean the Comprehensive Plan; the Zoning Ordinance of Jasper County, Ordinance 07-48; the Solar Farm Floating Zone Ordinance; Ordinance No. 2016-21, adopted by County Council on September 26, 2016; and the Jasper County Land Development Regulations, Ordinance Number 07-47; all as amended through the Effective Date hereof. “Current Regulations” do not include subdivision plat and development plan procedural processes and fees.

(f) “Development” means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into parcels. “Development,” as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, “Development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(g) “Development Parcel” means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

(h) “Development Permit” includes a County building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or and any other official action of the County having the effect of permitting the Development or use of Real Property.

(i) “Facilities” means major capital improvements to be constructed on the Real Property including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. Except as may be specifically provided for in this Agreement, and in consideration, in part, of the fees to be paid to the County pursuant to Section 14, the Property Owner is specifically exempted from any County requirement for the provision of facilities relating to public education, public health systems and facilities, libraries, parks and recreational facilities, public housing, jails and other detention sites, courts, and police. Such exemptions shall not, however, exempt Property Owner from payment of applicable user, tap and impact fees, respectively, for any such facilities.

(j) “Land Development Regulations” means ordinances and regulations enacted by County Council for the regulation of any aspect of Development and include County zoning, rezoning, subdivision, building construction, sign regulations or any other regulations controlling the Development or use of Real Property.

(k) “Law” means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules, custom and usage (formal and informal) adopted by the County Council affecting the Development of Real Property, and includes laws governing permitted uses of the Real Property, governing density, and governing design, improvement, and construction standards and specifications, except those regarding the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(l) "Lot" means a Development Parcel identified in a Subdivision Plat recorded in the Jasper County Register of Deeds Office.

(m) "Parcel" means any of those tracts of Real Property that are identified on the Boundary Plat, attached as Exhibit B, as same may be specifically identified by the filing of a subdivision application.

(n) "Parties" means the Property Owner and the County.

(o) "Permits" include any and all governmental or other permits, consents, approvals, certifications, licenses, authorizations, utility connections, annexation, zoning, special use, certificate of designation or other land use designation as may be necessary to allow Property Owner or its assignee to operate a solar farm or other permitted facility or operation for which no appeal has been taken within the time required by law.

(p) "Project" is the Development that will occur within and upon the Real Property described in Exhibit A and Exhibit B.

(q) "Property Owner" means Moffett Solar II, LLC, a Delaware limited liability corporation, who has an equitable interest in the Real Property, together with all subsidiaries and other entities that have legal or equitable interest on the date of execution hereof in any of the Real Property as described in Section 5, and includes Moffett Solar II, LLC's successors in interest or successors in title and/or assigns by virtue of assignment or other instrument pursuant to Section 28 hereof

(r) "Real Property" is the real property referred to in Section 1 and Section 5 and includes any improvements or structures customarily regarded as part of real property.

(s) "Solar Farm Floating Zone" means the floating zone established by Jasper County Council via Jasper County Council Ordinance No. 2016-13, adopted on July 18, 2016.

(t) "Subdivision Plat" means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(u) "Term" shall have the meaning set forth in Section 16 of this Agreement.

(v) "Vested Rights" shall have meaning set in section 9(b) of this agreement.

3. Compliance with South Carolina Code Section 6-31-60. Pursuant to South Carolina Code Section 6-31-60, a list of all individuals/entities with an equitable or legal interest in the Real Property is attached hereto as Exhibit H.

4. Relationship of the Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes "state action" for any purposes.

5. Legal Description of the Real Property. The Real Property which is the subject of this Agreement is described as follows:

(a) A legal description of the Real Property is set forth in Exhibit A.

- (b) A boundary plat of the Real Property is set forth in Exhibit B.

The Real Property currently consists of approximately seven hundred forty and six tenths (740.6) acres.

The Property Owner may notify the County from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of such properties owned by Property Owner with the Clerk of Council; provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the properties desired to be added to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10, et seq.

6. Intent of the Parties. The Parties agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, to their successors in title and/or assigns. The Parties are entering into this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10, et seq. To that end, the Parties agree to cooperate fully with each other to accomplish the purposes of this Agreement during the Term of this Agreement.

7. Consistency with the County's Comprehensive Plan and Land Development Regulations. This Agreement is consistent with the County's Comprehensive Plan and Current Regulations.

Whenever expressed or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that nothing in this section is intended to revoke or repeal the review, variance, special exception, or appeal authority of other bodies contained in Code of Laws of South Carolina § 6-29-800 or in the Current Regulations.

8. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of County Council, subject to compliance with applicable statutory procedures and consistent with Section 9(a). This Agreement constitutes a legislative act of County Council. County Council adopted this Agreement only after following procedures required by S.C. Code Section 6-31-10, et seq. This Agreement shall not be construed to create a debt of the County as referenced in Section 6-31-145.

9. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or by South Carolina Code Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations, attached hereto as Exhibit D. The County may apply a subsequently adopted law to a development that is subject to this Agreement only if the subsequently adopted law meets the requirements of the Code of Laws of South Carolina § 6-31-80(b), as the same may be amended from time to time. It is specifically noted that in consideration of the terms and conditions of this Agreement, Section 13.3 of Appendix A of the Jasper County Code of Ordinances shall not be applied to the Property as to any activities occurring prior to July 1, 2027.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property for the term of this Agreement or until earlier terminated, cancelled or suspended pursuant hereto.

Subparagraph 9(b) of this Agreement does not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement.

10. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any applicable building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code that apply to this project. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the County to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 9(a).

11. Local Development Permits and Other Permits Needed. The Parties anticipate that local Development Permits and other regulatory permits will be needed to complete the Project as more fully described in the Current Regulations.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Property Owner of the necessity of complying with the Law governing permit requirements, conditions, terms, or restrictions.

12. LAND USES AND INTENSITIES

(a) Permitted Land Uses and Intensities. The permitted land uses and intensities set forth in the Solar Farm Floating Zone and Resource Preservation zoning district, included in the Current Regulations, attached hereto as Exhibit D (with the exception of the Comprehensive Plan, which is recorded in the Office of the Jasper County Register of Deeds), are allowed on the Real Property.

(b) Standards. All standards and regulations pertaining to the Solar Farm Floating Zone and Resource Preservation zoning district, as applicable, including but not limited to building development standards, setbacks, buffers, fencing, signage, conditional use requirements, parking, off street loading, landscaping, height, tree-protection, vibration, noises, air pollution, odors, toxic matters and hazardous waste, fire and explosive hazards, radioactive materials, light and glare, electromagnetic interference, smoke and particulate matter, fumes, vapors, heat, cold, dampness, or movement of air, financial security, water supply, sewage, disposal requirements, road classification and design standards, construction standards, storm water design, and all other required regulations and standards found in the Current Regulations shall apply with respect to planned uses for which Property Owner seeks site plan approval. Other statutes, regulations and ordinances not specifically included in the Current Regulations, such as International Building, Fire and Electrical Codes, shall also apply.

(c) Easement. Property Owner will acquire an easement over property that is adjacent to the Project and zoned Resource Conservation district, for the installation of electric transmission lines, either overhead or underground and County authorizes the Property Owner to install such electric transmission lines.

[B. SUBDIVISION PLAN AND DEVELOPMENT PERMIT APPROVAL]

Conceptual, Preliminary Plans and Final Plats, as defined in the Current Regulations, as applicable, for each phase of the Development shall be submitted for review and approved pursuant to the applicable provisions of the Current Regulations, but shall utilize and be subject to the subdivision and development permitting processes and fees in effect at the time of submission using the Planned Development District–PDD fees as set forth in the then-current Planning Application Fee Chart (a current copy of the Planning Application Fee Chart is in the attached Exhibit G). It is specifically agreed that in lieu of applying the otherwise applicable Building Permit, Plan Review, and Site and Building Inspections, a substitute Fees Schedule, included in the attached Exhibit G, shall be applicable to the Project during the Term of this Agreement. Notwithstanding the proceeding sentence, the Building Permit fee shall be reduced by fifty (50%) percent and the fees for each phase of the Project shall not exceed \$32,000 for Plan Review and \$32,000 for Site and Building Inspections.

13. Facilities and Services. Although the nature of this long-term project prevents the Property Owner from providing exact completion dates, the general phases of Development are set forth in Section 15 and described in Exhibit C attached hereto and incorporated herein by reference. The Property Owner certifies that the Facilities will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at all times provided herein. Subject to compliance with applicable Laws, all provisions of this Agreement, required subdivision and development approvals, and prior approval of construction plans by the County or other applicable governmental entity, the County hereby authorizes the Property Owner, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, the Property Owner hereby assures the County that adequate Facilities shall be available concurrent with the phases of Development.

(a) Rights-of-Way/Easement. The Property Owner or a third party shall at its expense develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and/or the Current Regulations. The Property Owner or a third party shall also be responsible for repairing any damage made to public roads or highways used to access the Property during construction, and surety to ensure such may be required by the County.

(b) Water and Sewer. Subject to approval by the South Carolina Department of Health and Environmental Control (“DHEC”), the Facilities for water and sewer on the Real Property will be provided by private well(s), the Beaufort Jasper Water Authority, or the Town of Ridgeland, respectively. In the event public sewer is not practically available to the Property through the Beaufort-Jasper Water and Sewer Authority or the Town of Ridgeland, nor subject to a required tie-in under their policies due to the distance to the existing sewer lines, septic fields may be utilized on the Property, subject to DHEC and County permitting in the usual and customary course.

14. Traffic Considerations.

(a) Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts -- both within and outside of the Project site. The Property Owner agrees to work with all appropriate planning agencies to assure said planning occurs.

(b) Road Access. The Parties agree that in order to safely and more effectively accommodate the pedestrian and vehicular traffic associated with the known development plans for the County, including the Project, proper road access is a top priority. Access to the Real Property is currently provided from US Route 278 and shall comply with Current Regulations. Additionally, the condition of these roads will be documented to the reasonable satisfaction of the owning and/or maintaining entity prior to the beginning of construction on the Property, and if required by the owning or maintaining entity, security in the form of an acceptable financial instrument in an amount reasonably sufficient to ensure repair of the roads,

shoulders, and paving surface shall be a condition precedent to the granting of a subdivision or development permit by the County.

15. Fees.

(a) Development and Impact Fees. The County specifically finds that the burden, if any, that the Project will have on County infrastructure and services will be less in a material respect than the burden anticipated from the development of other commercial or residential development projects in the County. Specifically, County finds that the burden of the Project is significantly decreased because there are no uses that will materially increase the burden on off-site roads, utility services, or police, fire and school services. The County specifically acknowledges and agrees that there are no development fees currently imposed by the County that are applicable to the Project, other than the usual and customary application, inspection and similar fees generally applicable to all development (“Customary Fees”), as may be amended by the terms of this Agreement, and will not impose any other development fees, including impact fees, on the Project during the term of this Agreement other than the fees set forth in subsection 14(b), 14(c), and the Customary Fees.

(b) Fees-in-lieu of Taxes.

(i) Property Owner and County acknowledge that the Project is subject to a fee-in-lieu of tax agreement pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina (the “Code”) (the “FILOT Agreement”) pursuant to Ordinance No. 2024 which was adopted by County Council on May 6, 2024, and will be included in a multi-county park pursuant to Title 1, Chapter 4 of the Code. The FILOT Agreements and their fees are partial consideration of the reduced impact the Project will have on schools and other services as referenced in Section 14(a).

(ii) Property Owner agrees to make Annual Development Fees of equal to the “Net FILOT Payment” as defined in the FILOT Agreement, subject to a credit equal to the actual amount of the FILOT or *ad valorem* taxes paid as to the FILOT Agreement or parcel of Real Property, as applicable. It is understood and agreed that the Annual Development Fee will commence in the same year that the Project is developed and put into service as contemplated in the FILOT Agreement (or is subjected to *ad valorem* property taxes). These Annual Development Fees are payable for a term equal to the scheduled term of the FILOT Agreement; provided however, that (i) in the event that the FILOT Agreement is terminated due to a breach by County, Owner’s obligation under this Section 14(b) terminates; (ii) in the event the FILOT Agreement is terminated by the Owner after the project has achieved commercial operations due to the Owner’s power purchase agreement, which termination is provided in writing, Owner’s obligation under this section terminates after payment of the next two scheduled Annual Development Fees; or (iii) in the event the FILOT Agreement is terminated by the Owner after the project has achieve commercial operations due to circumstances other than those in clause (ii), Owner’s obligation under this section terminates after payment of the next four scheduled Annual Development Fees. Notwithstanding anything to the contrary, the termination of Owner’s obligations provided for in (ii) or (iii) above are conditional upon complete and successful decommissioning of the Project.

(iii) The Annual Development Fees are being provided in consideration, among other things, of the granting of the Multi-County Business Park status and the FILOT Agreement, the exclusion of other development fees by the County, the exemption from the application of future laws as provided herein, the exception from the requirements of Section 13.3 of Appendix A of the Jasper County Code of Ordinances, and to assure other public benefits pursuant to §§ 6-31-10(4) and 6-31-60(D) of the South Carolina Code of Laws, 1976 (as amended).

(iv) As these Annual Development Fees are to be offset by the payment of FILOT payments or ad valorem taxes actually paid, in the event the offsets are not sufficient to fully satisfy the Annual Development Fee, or because no offsetting payment or a less than full offset payment is made because of the circumstances set forth in (ii) above, the Property Owner covenants and agrees the County shall have a continuing equitable lien on the Real Property (including fixtures) to secure payment of the Annual Development Fee, with such equitable lien to be superior to any mortgage on the Real Property granted after execution of this Development Agreement.

(c) Business License Fee. Property Owner and County acknowledge that the Solar Farm Project is subject to certain business license fees pursuant to Chapter 8 of the Code of Ordinances of Jasper County, South Carolina. In order to provide financial predictability, in lieu of a yearly calculation, Property Owner will annually pay a business license fee of two thousand five (\$2,500) dollars (the “Base Amount”) for each phase of the Project for the Term of the Development Agreement, with phase 1 encompassing the first 74.9MW of the project. In addition, Property Owner will pay an annual amount equal to two (2) times the Base Amount (the “Additional Amount”) for each phase of the Project for the Term of the Development Agreement; however, the annual combined total of the Base Amount and the Additional Amount may not exceed seven thousand five hundred (\$7,500) dollars in any given year for each phase of the Project. Both the Base Amount and the Additional Amount shall be submitted with the annual business license registration without the necessity of providing gross income.

16. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the Effective Date of this Agreement.

(b) Interim Completion Date. The Property Owner projects that during the years after the execution and adoption of this Agreement, the following percentages of the Development of the Real Property will occur:

<u>YEAR</u>	<u>% COMPLETE</u>
5	100%

17. Term of the Agreement. The term of this Agreement shall be thirty (30) years, commencing on the Effective Date; provided, however, that this Agreement may be renewed upon the Agreement of the Parties. In the event that Property Owner does not acquire legal title to and record the Deed for all or a portion of the Real Property in the Register of Deeds Office for Jasper County, South Carolina, which must be done on or before December 31, 2027, or such other later date as County Council, in its discretion, may approve by duly adopted Resolution, this Agreement shall be deemed terminated. Council shall confirm the termination by Resolution to be filed in the public records of the Register of Deeds Office.

18. Amending or Canceling the Agreement. Subject to the provisions of Section 6-31-80, et. seq., and Paragraph 16 hereof, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties in writing or by their successors in interest; provided, however, that Council may confirm the failure of this Agreement to take effect pursuant to Paragraph 16 above by Resolution.

Any amendment to this Agreement shall comply with the provisions of Section 6-31-10, et seq. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the County.

19. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. Notwithstanding the foregoing, it is acknowledged that state law changes affecting the payment of *ad valorem* or FILOT payments as contemplated herein shall not affect the responsibility of the Property Owner, its successors or assigns, to pay the Annual Development Fees pursuant to Section 15 herein, such being a contractual liability enforceable by a civil suit for damages and foreclosure of the County's equitable lien, including prospective damages for the remaining payments due for the remainder of the Term of this Agreement in the Court of Common Pleas for Jasper County.

20. Periodic Review. The zoning administrator or another appropriate County official designated by County Council shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall reasonably demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the County finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the County shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.

If the Property Owner fails to cure any material breach within the time given, then the County unilaterally may terminate or modify this Agreement or, in the case of a failure to pay the Annual Development Fee, the County may seek actual damages and foreclosure of its equitable lien in such appropriate civil cause of action in the Court of Common Pleas for Jasper County; provided, that in the case of a modification or termination, the County has first given the Property Owner a reasonable opportunity (not to be less than ninety (90) days): (1) to rebut the County's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the County with respect to the findings and determinations.

21. Severability. Subject to the provisions of Section 6-31-150, if any word, phrase, sentence, paragraph, provision, or exhibit of this Agreement shall either be terminated by any provision stated therein or finally adjudicated to be invalid, void, or illegal it shall be deleted and in no way affect, impair, or invalidate any other provision or agreement hereof.

22. Merger. This Agreement, coupled with its exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, and subject to Code of Laws of South Carolina §6-31-80(B) the Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein for the term of this Agreement, or until earlier terminated, cancelled or suspended pursuant hereto.

The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.

23. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

24. Venue. Any action brought under or involving this Agreement shall be brought in Jasper County, South Carolina.

25. Default. (i) Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for ninety (90) days after the other party has given the party breaching or defaulting written notice of such breach or default and such party has not cured or commenced curing such default, the non-breaching party may pursue all available legal and equitable remedies, including termination of the Agreement as may be allowed under the Act; however, the Parties agree that neither Party is entitled to punitive damages. Waiver of a default shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. It is expressly acknowledged that specific remedies for a breach of the Agreement to pay the Annual Development Fees are set forth elsewhere herein, including but not limited to, Sections 15 and 19.

(ii) Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance. However, if there is a dispute between the County and Property Owner, or its successor or assign, concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute Resolution with subsequent judicial action lying in the Court of Common Pleas for Jasper County, shall be initiated by one Party notifying the other Party or Parties in writing of the dispute together with a request for mediation as described herein. The Parties agree that disputes under this Agreement not involving the Current Regulations are contractual matters, not appealable to the Zoning Board of Appeals or the Planning Commission, but to the Court of Common Pleas for Jasper County; however, matters involving the application of the Current Regulations are not contractual, but are subject to the administrative review and appellate provisions involving the Zoning Board of Appeals or the Planning Commission.

26. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with the Jasper County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

27. Third Parties. This Agreement shall not be binding and shall have no force or effect as to persons or entities that are not Parties or successors and assigns to this Agreement.

28. County Approval of Agreement. The County Council has approved this Agreement under the process set forth in Section 6-31-50 of the Act on the terms and conditions set forth in this Agreement.

29. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property, the Project. A purchaser, lessee, or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Except for assignments by Property Owner to an affiliate thereof, assignees of the Real Property or any portion thereof shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement, and specifically the responsibility for payment of the monetary obligations hereunder, including but not limited to the Annual Development Fee and the priority of the equitable lien of the County, said document to be in recordable form and provided to

the County at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract.

This paragraph shall not be construed to prevent Property Owner from obtaining indemnification of liability to the County from third parties.

This Agreement shall also be binding on the County and all future County Councils for the duration of this Agreement to the extent authorized by law.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following conditions:

(i) Notice of Property Transfer. If the Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes the “Property Owner” under and within the meaning of this Agreement, Property Owner shall notify the County within thirty (30) days of the transfer and provide it a copy of the assignment of such status as the “Property Owner” and the acknowledgement referred to in subparagraph 28(a).

(ii) Transfer of Facility and Service Obligations. If the Property Owner transfers any portion of the Real Property on which the Property Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then the Property Owner shall be required to obtain a written agreement in substantially the same form as Exhibit F, attached hereto and incorporated by reference, expressly assuming the development obligations with regard to the parcel conveyed and the potential Development of same. The Property Owner shall notify the County within thirty (30) days after the conveyance of the property, provide the County the applicable documents assigning the development obligations to the transferee, and record the same in the office of the Jasper County Register of Deeds.

(iii) Mortgage Lenders. Nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by the obligations and shall receive the benefits from this Agreement as the successor in title to the Property Owner.

(c) Release of Property Owner. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as the Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or the Property Owner to the County sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the County will provide a certificate (the “Certificate”) in recordable form stating that solely with respect to the portion of the Real Property described in the request, there are no known violations or breaches of this Agreement, except as otherwise described in the Certificate. The County will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the County will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. Subsequent to the issuance of such a Certificate no claim or action to enforce compliance with this Agreement may be brought against the Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property covered by the Agreement and occurring prior to the date of such Certificate, except as otherwise described in the Certificate.

30. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibits B attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the County Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind the County by making any promise or representation contained herein. Any amendments are subject to the provisions of Section 17 herein.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(f) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County: Jasper County Administrator
P.O. Box 1149
Ridgeland, South Carolina 29936

With copies to: Jasper County Attorney
P.O. Box 420
Ridgeland, South Carolina 29936

To Moffett Solar II, LLC: Moffett Solar II, LLC
c/o Hanwha Q CELLS USA Corp.
300 Spectrum Center Dr., Suite 1250
Irvine, CA 92618
Email: hqc-legal@qcells.com
Attn: Legal Department

With copies to:

Moffet Solar II, LLC
c/o Hanwha Q CELLS USA Corp.
300 Spectrum Center Dr., Suite 1250
Irvine, CA 92618
Email: Giacomo.cernjul@qcells.com
Attn: Giacomo Cernjul

[]

(g) Execution of Agreement. This Agreement may be executed in multiple counterparts as duplicate originals; provided, however, if executed in multiple counterparts and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

(h) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

[SEPARATE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the day and year first above written.

Witness:

JASPER COUNTY

By: _____

L. Martin Saul IV, Chairman

Attest: _____

Wanda Simmons, Clerk of Council

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF JASPER)

I, _____, Notary of the Public of the State of South Carolina, do hereby certify that the County of Jasper, by L. Martin Saul, IV, its Chairman, and Wanda Simmons its Clerk of County Council personally appeared before me this ____ day of _____, 2024, and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the day and year first above written.

Witness:

MOFFETT SOLAR II, LLC,
a Delaware limited liability company

By: HQC Solar Holdings 1, LLC
a Delaware limited liability company
Its: Member

By: Hanwha Q CELLS USA Corp.,
a Nevada corporation
Its: Manager

By: _____
Name: _____
Its: Manager

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, Notary of the Public of the State of _____, do hereby certify that Moffett Solar II, LLC, by, LLC, its member, by _____, its manager, personally appeared before me this ____ day of _____, 2024, and acknowledged the execution of the foregoing instrument.

Notary Public for _____
Print Name: _____
My Commission Expires: _____

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the day and year first above written.

Witness:

MOFFETT SOLAR II, LLC,
a Delaware limited liability company

By: HQC Solar Holdings 1, LLC,
a Delaware limited liability company
Its: Member

By: _____
Name: _____
Its: Manager

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, Notary of the Public of the State of _____, do hereby certify that Moffett Solar II, LLC, by, its member, by _____, its manager, personally appeared before me this ____ day of _____, 2024, and acknowledged the execution of the foregoing instrument.

Notary Public for _____
Print Name: _____
My Commission Expires: _____

EXHIBITS

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Development Schedule
- Exhibit D: Current Regulations
- Exhibit E: Development Agreement Ordinance
- Exhibit F: Form Partial Assignment and Assumption of Rights
- Exhibit G: Fee Schedules
- Exhibit H: Legal and Equitable Owners

Exhibit A

Legal Description

Exhibit B

Boundary Plat

TO BE INSERTED

Exhibit C
Development Schedule

<u>Year</u>	<u>Percent Complete</u>
0-5	100%
6-10	100%
11-15	100%
15-20	100%

Exhibit D

Current Regulations

TO BE INSERTED

Exhibit E

Development Agreement Ordinance

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR JASPER COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT FOR MOFFETT SOLAR II, LLC, PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND ARTICLE IV, TITLE 20 OF THE CODE OF ORDINANCES OF JASPER COUNTY; APPROVING A TECHNICAL AMENDMENT TO ORDINANCE O-2024-11 A; AUTHORIZING THE CHAIRMAN OF JASPER COUNTY COUNCIL TO EXECUTE A DEVELOPMENT AGREEMENT; AND OTHER RELATED MATTERS.

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the “Act”), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Jasper County Council (“Council”), the governing body of Jasper County, South Carolina (the “County”) has adopted Article IV, Title 20 of the Code of Ordinances of Jasper County governing Jasper County’s participating in development agreements (the “Ordinance”); and

WHEREAS, Moffett Solar II, LLC (the “Owner”), owns or will acquire certain lands suitable for development; and

WHEREAS, pursuant to the Act and the Ordinance, the County is authorized to enter into binding development agreements with certain entities having legal interest in real property; and

WHEREAS, the County and the Owner have now concluded their negotiations with respect to the terms for a development agreement for the real property subject to the development agreement; and

WHEREAS, the County has provided for and held the statutorily required public hearings, finds that the development agreement is consistent with the comprehensive plan for the County, as amended, and that approval of the development agreement would be in the best interests of the County.

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

Section 1. Approval of Development Agreement. The Development Agreement, in substantially the form attached hereto as Exhibit A, is approved and all of the Development 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 Development 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.

Section 2. Amendment of Ordinance #O-2024-11 A. The Development Agreement was previously before County Council as Ordinance #O-2024-11 A. County Council has since confirmed its desire to approve the Development Agreement by means of this Ordinance as opposed to Ordinance #O-2024-11 A.

Section 3. Further Assurances. The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the

direction of the Chair, the County Administrator, 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.

Section 4. *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 5. *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 6. This ordinance shall take effect upon approval by Council and the later of (1) the recording of a deed to the Property affected by the Development Agreement into Moffett Solar II, LLC, or (2) the recording of the Development Agreement in the Register of Deeds Office for Jasper County, South Carolina within fourteen (14) days of the final execution of the Development Agreement by its Parties.

[Signature page follows]

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

First Reading: August 19, 2024
Second Reading:
Public Hearing:
Third Reading:

Exhibit F

Form Partial Assignment and Assumption of Rights and Obligations

STATE OF SOUTH CAROLINA)
)
)
)
 COUNTY OF JASPER)
)
)
)

**PARTIAL ASSIGNMENT AND
 ASSUMPTION OF RIGHTS AND
 OBLIGATIONS UNDER
 DEVELOPMENT AGREEMENT**

This **PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT** (“*Partial Assignment and Assumption*”) is dated as of this ____ day of _____, 2024, by and between Moffett Solar II, LLC, a Delaware limited liability company (“*Assignor*”) and the _____, _____ (“*Assignee*”).

RECITALS:

WHEREAS, on or about _____, 2024, Assignor entered into that certain Moffett Solar Development Agreement (“*Agreement*”) with Jasper County, South Carolina (the “*County*”), incident to the future development of approximately seven hundred forty acres and six tenths (740.6) acres of real property, as further described on Exhibit A attached hereto (the “*Property*”), which Agreement was recorded in the Office of the Register of Deeds of Jasper County, South Carolina (the “*ROD*”) in Volume ____ at Page _____; and

WHEREAS, on _____, _____, Assignor conveyed _____ (____) acres of Real Property to Assignee, as is more fully described on Exhibit B attached hereto (the “*Transferred Property*”), by that certain _____ deed recorded on _____, _____ in the ROD in Volume ____ at Page ____; and

WHEREAS, as an integral part of the conveyance of the Transferred Property from Assignor to Assignee, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges and obligation under the terms of the Development Agreement applicable to the Transferred Property, thus necessitating the preparation and execution of the within Partial Assignment and Assumption.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, the parties hereby agree as follows, to wit:

1. Partial Assignment and Assumption of Rights Privileges and Obligations Applicable to the Transferred Property Pursuant to the Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor’s rights, privileges and obligations as described in the Development Agreement with respect to _____ (____) acres with a density not to exceed _____ (____) square feet (as further described in Section 11.A. of the Development Agreement) (the “*Allocated Rights*”). Assignee hereby assumes and agrees to perform all of Assignor’s rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, including without limitation, the Assumed Obligations (as defined below). Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. Assumed Obligations. In connection with this Partial Assignment and Assumption, Assignee agrees to assume, and release Assignor from any liability for, the following obligations (the “*Assumed Obligations*”) arising under the Development Agreement:

(i) Payment of the Annual Development Fee in the amount of \$_____ applicable to the assigned property; and

(ii) []

3. Default and Enforcement of Provisions. As provided in Sections 19 and 24 of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue the remedies of injunction and specific performance, as well as any other legal or equitable remedies, including, but not limited to, actual damages.

4. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages, and reasonable attorney fees arising out of any breach by Assignee of the Development Agreement from and after the Closing Date, including without limitation the Assumed Obligations set forth in Section 2 hereof.

5. Notices. Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under section 28(h) of the Development Agreement and shall also be addressed as follows:

As to Assignee:

Attn: _____
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

With a required copy to:

Attn: _____
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

To Assignor:

ATTN:

Telephone Number: _____
Facsimile Number: _____
E-mail: _____

With a required copy to:

[]

6. Binding Effect. This Partial Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. Governing Law. The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

8. Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Partial Assignment and Assumption to be duly executed as of the date set forth above.

Signed, sealed and delivered
in the presence of:

ASSIGNEE:

Witness

By: _____
Name: _____
Its: _____

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

COUNTY OF _____

)

I, the undersigned Notary Public, do hereby certify that _____, as _____ of _____, personally appeared before me this ____ day of _____, 2024 and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

Printed Name of Notary

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

MOFFETT SOLAR II, LLC

Witness

By: _____

Name: _____

Its: _____

Witness

STATE OF SOUTH CAROLINA)

)

COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, , the undersigned Notary of the Public of the State of South Carolina, do hereby certify that _____, _____ of Moffett Solar II, LLC, personally appeared before me this ____ day of _____, 2024 and acknowledged the execution of the foregoing instrument.

Notary Public for South Carolina

Printed Name of Notary

My Commission Expires: _____

Exhibit A to Partial Assignment
Property

Exhibit B to Partial Assignment
Transferred Property

EXHIBIT G

Fee Schedules

Fees to be applied for Building Permits, Plan Review and Inspections

Total Valuation	Building Permit Fee***
\$0 - \$500*	\$50
\$501 - \$2,000	\$50 for the first \$500, plus \$3 for each \$100 or fraction thereof, to and including \$2,000
\$2001 - \$40,000	\$69.00 for the first \$2,000, plus \$11 for each \$1,000 or fraction thereof, to and including \$40,000
\$40,001 - \$100,000	\$487 for the first \$40,000, plus \$9 for each additional \$1000 or fraction thereof, to and including \$100,000
\$100,001 - \$500,000	\$1,027 for the first \$100,000, plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 - 1,000,000	\$3,827 for the first \$500,000, plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 - \$5,000,000	\$6327 for the first \$1,000,000, plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$5,000,000, plus \$1 for each additional \$1,000 or fraction thereof
*Valuation is based on cost of construction **Per Section 11.B of the Development Agreement, the Building Permit Fee shall be reduced by fifty (50%) percent.	

Plan Review

Plan Review Fees will be the actual cost of a third party engineering firm with appropriate professional qualifications and experience in the review of plans for utility and site development for solar farms or similar construction projects in accordance with S.C. Department of Labor, Licensing and Regulation standards, plus 15% County Administration Fee. The engineering firm to be selected from a list of qualified and South Carolina licensed professionals compiled by the County; the applicant may submit firms for consideration

Site and Building Inspections

Site and Building Inspection Fees will be the actual cost of a third party engineering firm with appropriate professional qualifications and experience in the inspection of sites and construction of electrical utility and solar farms or similar construction projects in accordance with S.C. Department of Labor, Licensing and Regulation standards, plus 15% County Administration Fee. The engineering firm to be selected from a list of qualified and South Carolina licensed professionals compiled by the County; the applicant may submit firms for consideration

Exhibit H

Legal and Equitable Owners

1. Moffett Solar II, LLC

AGENDA

ITEM # 11

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE NUMBER O-2024-22

AN ORDINANCE OF JASPER COUNTY COUNCIL

TO AMEND JASPER COUNTY ORDINANCE O-2023-09, THE FISCAL YEAR 2024 JASPER COUNTY BUDGET, TO PROVIDE FOR AMENDMENTS TO THE BUDGET AND TO CARRYOVER APPROVED LAPSING FUNDS TO FISCAL YEAR 2025; TO AMEND JASPER COUNTY ORDINANCE O-2024-13, THE FISCAL YEAR 2025 JASPER COUNTY BUDGET, TO PROVIDE FOR AMENDMENTS TO THE BUDGET RESULTING FROM THE CARRYOVER OF APPROVED LAPSING FUNDS FROM FISCAL YEAR 2024; TO AMEND CERTAIN REVENUE ITEMS; TO INCORPORATE THE RECLASSIFICATION OF CERTAIN LINE ITEMS, TO AMEND FOR FISCAL YEAR 2025 EXPENDITURES, THE INCLUSION OF ADDITIONAL APPROPRIATIONS, AND MATTERS RELATED THERETO

WHEREAS, Jasper County Council approved the Fiscal Year 2023-2024 Operating and Capital Budget Ordinance pursuant to Ordinance O-2023-09 on June 20, 2023, and

WHEREAS, Jasper County Council approved the Fiscal Year 2024 – 2025 Operating and Capital Budget Ordinance pursuant to Ordinance O-2024-13 on June 3, 2024, and

WHEREAS, Ordinance O-2023-09 includes in Section 10 thereof provisions addressing the Lapsing of Funds and Continuing of Appropriations for Subsequent Year, and

WHEREAS, Section 10 of Ordinance O-2023-09 provides that specific items budgeted in the 2023-2024 fiscal year, for which unforeseen circumstances prevented the funds from being spent during the current year, may be a carryover appropriation into the next succeeding fiscal year with the approval of the County Administrator and County Council, and

WHEREAS, in order to more clearly reflect the amounts expended, line items related to departmental cost-of-living increases and new personnel should be reclassified to salary and wages or part-time salaries, and

WHEREAS, the Board of Directors of the Jasper Animal Rescue Mission, which is operating an animal shelter on behalf of the County, has requested an additional \$150,000 for fiscal year 2025 operating funds, and

WHEREAS, Council may approve transfers of funds throughout the fiscal year, and

WHEREAS, those transfers must be recognized and ratified as authorized by Section 7 of Ordinance 2023-09.; and

NOW THEREFORE, BE IT ORDAINED that the following budget amendments and carry over appropriations set forth in the Sections of Exhibit A listed below be made to the Fiscal Year 2023-2024 and Fiscal Year 2024-2025 Jasper County Operating and Capital Budgets, in the following manner:

Revenue. Budget Amendment regarding the reductions of ARPA Revenue for the Pratt Memorial Library and the reduction of the Grants line item in ROADS AND BRIDGES DEPARTMENT until these items are reconciled in the GRANTS FUND, and regarding the increase of the Cash Carry Forward in GENERAL REVENUES to off-set increases for carry-forward funds from fiscal year 2024 and increases resulting from increased expenditures and appropriations.

Section 1. Budget Amendment regarding Carry Over Appropriations and Lapsing Funds. The following adjustments are made to the 2023-2024 Fiscal Year Budget and the listed budget items are added to the 2024-2025 Fiscal Year Budget.

Section 2. Budget Amendment regarding the reclassification of expenditures, including cost-of-living increases and new personnel to the appropriate salary and wage or part-time salary line items, and various CORONER DEPARTMENT line items.

Section 3. Budget Amendments for fiscal year 2025 expenditures and appropriations.

Section 4. Provisions of ordinances previously adopted by County Council, which are not consistent with this Ordinance 0-2024- _____ are deemed superseded.

Section 5. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances must, for any reason be held to be invalid or unconstitutional. The invalid section, clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance: and is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.

Section 6. This ordinance shall take effect upon approval by Council.

Jasper County Council

BY: _____

L. Martin Sauls IV, Chairman

ATTEST:

**Wanda H. Giles,
Clerk to Council**

First Reading: 9/03/2024

Second Reading: 9/16/2024

Public Hearings: 9/16/2024

Adopted:

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

Jasper County
 FY24 and FY25 Budget Amendment and Lapsing Funds Ordinance
 Ordinance Number O-2024-____
 Exhibit A
 Second Reading
 Monday, September 16, 2024

Account	Fiscal Year 2024 Budget Amendments			Fiscal Year 2025 Budget Amendments			Explanation	
	Fiscal Year 2024 Budget			Fiscal Year 2025 Budget				
	Budget as Adopted or Amended	Budget Amendment	Amended Budget	Budget as Adopted or Amended	Budget Amendment	Amended Budget		
Total Budgeted Revenue Adopted/Amended	55,937,044.00		-	60,312,370.00				
Adjustments in Proposed Ordinance								
ARPA Revenue	062-1710			3,749,000.00	(3,599,000.00)	150,000.00	Remove ARPA Funds for Pratt Memorial Library until reimbursed from ARPA bank account	
Grants	081-1569			200,000.00	(200,000.00)	-	Remove grant revenue from operating fund	
Cash Carry Forward	170-1590	\$ 11,297,525.00	\$ (3,698,982.81)	\$ 7,598,542.19	\$ 3,848,982.81	\$ 9,817,602.81	Amounts Carried Forward From FY24 and Additional \$150K for Animal Shelter	
Amended Revenue Total		\$ (3,698,982.81)	\$ 7,598,542.19	\$ 5,968,620.00	\$ 49,982.81	\$ 9,967,602.81		
TOTAL ADOPTED/AMENDED BUDGETED REVENUE		\$ 55,937,044.00			\$ 60,312,370.00			
Net Budgeted Revenue Amendment		\$ (3,698,982.81)			\$ 49,982.81			
Amended Budget Revenue		\$ 52,238,061.19	\$ -		\$ 60,362,352.81	\$ -		
Total Budgeted Expenditures Adopted/Amended		55,937,044.00		60,312,370.00				
Section 1. Lapsing Fund Carry-Forward								
Equipment	045-2430	\$ 144,000.00	\$ (57,952.63)	\$ 86,047.37	\$ 144,000.00	\$ 57,952.63	\$ 201,952.63	Turnout gear purchased but not yet received by the end of FY24
Equipment	046-2430	\$ 228,048.70	\$ (39,880.04)	\$ 188,168.66	\$ 300,000.00	\$ 39,880.04	\$ 339,880.04	Various items, including turnout gear and key control system, purchased but not yet received by the end of FY24
Capital Outlay	046-3752	\$ 566,606.00	\$ (566,606.00)	\$ -	\$ -	\$ 566,606.00	\$ 566,606.00	Requests for Proposals for Type 1 Pumper/Engine was postponed until FY24 and then to FY25; will need when the Coosawhatchie and Tarboro Fire Stations are reconstructed.
Building Repairs	046-5095	\$ 287,249.45	\$ (199,376.13)	\$ 87,873.32	\$ 200,000.00	\$ 199,376.13	\$ 399,376.13	Expenditures were postponed until FY25 or purchased but not received by the end of FY24
Roseland Fire Dept.	046-9073	\$ 12,000.00	\$ (12,000.00)	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00	Commercial well construction delayed until FY25
Fire Tower Rd. Fire Station	046-9075	\$ 175,000.00	\$ (61,138.84)	\$ 113,861.16	\$ 75,000.00	\$ 61,138.84	\$ 136,138.84	Funds to build/refurbish/replace training center delayed until FY25
Emergency Equipment	047-5045	\$ 50,000.00	\$ (28,509.23)	\$ 21,490.77	\$ 50,000.00	\$ 28,509.23	\$ 78,509.23	Expenditures delayed until FY25 as department personnel determine what is needed
Equipment	048-2430	\$ 260,000.00	\$ (140,034.27)	\$ 119,965.73	\$ 130,000.00	\$ -	\$ 130,000.00	Unspent budgeted amounts transferred to Capital Outlay for refurbishment to building
Capital Outlay	048-3752	\$ 743,369.31	\$ (368,444.00)	\$ 374,925.31	\$ -	\$ 750,818.86	\$ 750,818.86	Communications Center Kitchen Refurbishment delayed until FY25
Building Repairs	048-5095	\$ 272,505.71	\$ (242,340.59)	\$ 30,165.12	\$ 50,000.00	\$ -	\$ 50,000.00	Unspent budgeted amounts transferred to Capital Outlay for refurbishment to building
Equipment	058-2430	\$ 257,305.39	\$ (219,386.11)	\$ 37,919.28	\$ 210,600.00	\$ 219,386.11	\$ 429,986.11	IP intercom and audio recording system upgrade approved and ordered in FY24 not yet received.
Building Repairs	058-5095	\$ -	\$ -	\$ -	\$ 150,000.00	\$ 300,000.00	\$ 450,000.00	
Park Development	077-5040	\$ 290,000.00	\$ (131,777.01)	\$ 158,222.99	\$ 400,000.00	\$ 131,777.01	\$ 531,777.01	Sgt. Jasper Bridge project will require engineering services delayed until FY25
Park Development	078-5040	\$ 200,000.00	\$ (41,663.45)	\$ 158,336.55	\$ 400,000.00	\$ 41,663.45	\$ 441,663.45	Carry-over of interior restoration of Robertsville Center community room after roof replacement
Grant Matching Funds	095-2615	\$ 868,139.07	\$ (858,647.00)	\$ 9,492.07	\$ 1,050,000.00	\$ -	\$ 1,050,000.00	Grant matches for projects included in FY25 budget; amounts carried-forward added to capital projects for capital projects
Capital Outlay	095-3752	\$ 1,064,717.95	\$ (712,227.51)	\$ 352,490.44	\$ -	\$ 1,270,874.51	\$ 1,270,874.51	Capital projects anticipated to be <\$250,000 were postponed until FY25 + a portion of is reclassified to Detention Center for shower and toilet replacement and for the purchase of 112 Weathersbee St. (\$836,841.12)
New Vehicles	103-2307	\$ 19,000.00	\$ (19,000.00)	\$ -	\$ -	\$ 19,000.00	\$ 19,000.00	Expenditure delayed until FY25
Total Lapsing Fund Carry-Forward		\$ 5,437,941.58	\$ (3,698,982.81)	\$ 1,738,958.77	\$ 3,159,600.00	\$ 3,698,982.81	\$ 6,858,582.81	
Section 2. Budget Amendments Reclassification								
Salary and Wages	045-2000	\$ 615,000.00	\$ 34,500.00	\$ 649,500.00	\$ 819,000.00	\$ 46,900.00	\$ 865,900.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	045-2008	\$ 34,500.00	\$ (34,500.00)	\$ -	\$ 46,900.00	\$ (46,900.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	046-2000	\$ 3,500,000.00	\$ 492,400.00	\$ 3,992,400.00	\$ 4,000,000.00	\$ 246,800.00	\$ 4,246,800.00	Reclass cost-of-living increase and new personnel budgeted amounts

Jasper County
 FY24 and FY25 Budget Amendment and Lapsing Funds Ordinance
 Ordinance Number O-2024-____
 Exhibit A
 Second Reading
 Monday, September 16, 2024

Account	Fiscal Year 2024 Budget Amendments				Fiscal Year 2025 Budget Amendments				Explanation
	Fiscal Year 2024 Budget		Fiscal Year 2025 Budget		Fiscal Year 2024 Budget		Fiscal Year 2025 Budget		
	Budget as Adopted or Amended	Budget Amendment	Amended Budget		Budget as Adopted or Amended	Budget Amendment	Amended Budget		
New Personnel	046-2005	\$ 287,000.00	\$ (287,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	046-2008	\$ 205,400.00	\$ (205,400.00)	\$ -	\$ 246,800.00	\$ (246,800.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	047-2000	\$ 138,000.00	\$ 61,900.00	\$ 199,900.00	\$ 228,000.00	\$ 13,000.00	\$ 241,000.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	047-2005	\$ 55,000.00	\$ (55,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	047-2008	\$ 6,900.00	\$ (6,900.00)	\$ -	\$ 13,000.00	\$ (13,000.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	048-2000	\$ 734,000.00	\$ 40,500.00	\$ 774,500.00	\$ 667,500.00	\$ 333,800.00	\$ 1,001,300.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	048-2005	\$ -	\$ -	\$ -	\$ 279,500.00	\$ (279,500.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	048-2008	\$ 40,500.00	\$ (40,500.00)	\$ -	\$ 54,300.00	\$ (54,300.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	049-2000	\$ 448,000.00	\$ 22,600.00	\$ 470,600.00	\$ 474,000.00	\$ 109,400.00	\$ 583,400.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	049-2005	\$ -	\$ -	\$ -	\$ 85,000.00	\$ (85,000.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	049-2008	\$ 22,600.00	\$ (22,600.00)	\$ -	\$ 24,400.00	\$ (24,400.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	050-2000	\$ 140,000.00	\$ 2,700.00	\$ 142,700.00	\$ 142,000.00	\$ 7,300.00	\$ 149,300.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	050-2008	\$ 2,700.00	\$ (2,700.00)	\$ -	\$ 7,300.00	\$ (7,300.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	051-2000	\$ 191,400.00	\$ 9,600.00	\$ 201,000.00	\$ 223,000.00	\$ 11,400.00	\$ 234,400.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	051-2008	\$ 9,600.00	\$ (9,600.00)	\$ -	\$ 11,400.00	\$ (11,400.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	053-2000	\$ 126,100.00	\$ 6,300.00	\$ 132,400.00	\$ 133,000.00	\$ 6,800.00	\$ 139,800.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	053-2008	\$ 6,300.00	\$ (6,300.00)	\$ -	\$ 6,800.00	\$ (6,800.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	054-2000	\$ 655,000.00	\$ 38,700.00	\$ 693,700.00	\$ 636,100.00	\$ 39,500.00	\$ 675,600.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	054-2008	\$ 38,700.00	\$ (38,700.00)	\$ -	\$ 39,500.00	\$ (39,500.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	055-2000	\$ 48,000.00	\$ 2,400.00	\$ 50,400.00	\$ 50,500.00	\$ 2,600.00	\$ 53,100.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	055-2008	\$ 2,400.00	\$ (2,400.00)	\$ -	\$ 2,600.00	\$ (2,600.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	056-2000	\$ 235,000.00	\$ 65,300.00	\$ 300,300.00	\$ 262,000.00	\$ 15,000.00	\$ 277,000.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	056-2005	\$ 52,500.00	\$ (52,500.00)	\$ -	\$ -	\$ -	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	056-2008	\$ 12,800.00	\$ (12,800.00)	\$ -	\$ 15,000.00	\$ (15,000.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	057-2000	\$ 3,335,000.00	\$ 176,400.00	\$ 3,511,400.00	\$ 3,600,000.00	\$ 1,197,100.00	\$ 4,797,100.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	057-2005	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ (1,000,000.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	057-2008	\$ 176,400.00	\$ (176,400.00)	\$ -	\$ 197,100.00	\$ (197,100.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	058-2000	\$ 1,450,000.00	\$ 122,500.00	\$ 1,572,500.00	\$ 1,485,000.00	\$ (262,400.00)	\$ 1,222,600.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts and contract labor (Allied Security)
Contract Labor	058-2003	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00	\$ 350,000.00	\$ -	Allied Security contract labor services for 3 months
New Personnel	058-2005	\$ 40,000.00	\$ (40,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	058-2008	\$ 82,500.00	\$ (82,500.00)	\$ -	\$ 87,600.00	\$ (87,600.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	060-2000	\$ 187,200.00	\$ 9,400.00	\$ 196,600.00	\$ 190,600.00	\$ 9,700.00	\$ 200,300.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	060-2008	\$ 9,400.00	\$ (9,400.00)	\$ -	\$ 9,700.00	\$ (9,700.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	061-2000	\$ 186,000.00	\$ 9,300.00	\$ 195,300.00	\$ 220,000.00	\$ 167,300.00	\$ 387,300.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	061-2005	\$ -	\$ -	\$ -	\$ 156,000.00	\$ (156,000.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	061-2008	\$ 9,300.00	\$ (9,300.00)	\$ -	\$ 11,300.00	\$ (11,300.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	063-2000	\$ 291,000.00	\$ 14,600.00	\$ 305,600.00	\$ 301,500.00	\$ 15,500.00	\$ 317,000.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	063-2008	\$ 14,600.00	\$ (14,600.00)	\$ -	\$ 15,500.00	\$ (15,500.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	064-2000	\$ 152,500.00	\$ 7,600.00	\$ 160,100.00	\$ 200,000.00	\$ 10,400.00	\$ 210,400.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	064-2008	\$ 7,600.00	\$ (7,600.00)	\$ -	\$ 10,400.00	\$ (10,400.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	065-2000	\$ 130,000.00	\$ 7,800.00	\$ 137,800.00	\$ 130,000.00	\$ 6,800.00	\$ 136,800.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	065-2008	\$ 7,800.00	\$ (7,800.00)	\$ -	\$ 6,800.00	\$ (6,800.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	066-2000	\$ 148,000.00	\$ 7,400.00	\$ 155,400.00	\$ 174,000.00	\$ 9,000.00	\$ 183,000.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	066-2008	\$ 7,400.00	\$ (7,400.00)	\$ -	\$ 9,000.00	\$ (9,000.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	067-2000	\$ 169,000.00	\$ 9,600.00	\$ 178,600.00	\$ 235,500.00	\$ 12,000.00	\$ 247,500.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	067-2008	\$ 9,600.00	\$ (9,600.00)	\$ -	\$ 12,000.00	\$ (12,000.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	068-2000	\$ 99,000.00	\$ 5,000.00	\$ 104,000.00	\$ 101,500.00	\$ 5,300.00	\$ 106,800.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	068-2008	\$ 5,000.00	\$ (5,000.00)	\$ -	\$ 5,300.00	\$ (5,300.00)	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	069-2000	\$ 500,000.00	\$ 54,300.00	\$ 554,300.00	\$ 592,400.00	\$ 30,500.00	\$ 622,900.00	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts

Jasper County
 FY24 and FY25 Budget Amendment and Lapsing Funds Ordinance
 Ordinance Number O-2024-____
 Exhibit A
 Second Reading
 Monday, September 16, 2024

Fiscal Year 2024 Budget Amendments

Fiscal Year 2025 Budget Amendments

Account	Fiscal Year 2024 Budget			Fiscal Year 2025 Budget			Explanation
	Budget as Adopted or Amended	Budget Amendment	Amended Budget	Budget as Adopted or Amended	Budget Amendment	Amended Budget	
New Personnel	069-2008	\$ 29,000.00	\$ (29,000.00)	\$ -	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	069-2008	\$ 25,300.00	\$ (25,300.00)	\$ -	\$ 30,500.00	\$ (30,500.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	072-2000	\$ 127,250.00	\$ 9,400.00	\$ 136,650.00	\$ 9,900.00	\$ 9,900.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	072-2008	\$ 9,400.00	\$ (9,400.00)	\$ -	\$ 9,900.00	\$ (9,900.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	074-2000	\$ 138,400.00	\$ 6,900.00	\$ 145,300.00	\$ 138,500.00	\$ 7,100.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	074-2008	\$ 6,900.00	\$ (6,900.00)	\$ -	\$ 7,100.00	\$ (7,100.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Part-Time Salary and Wages	075-2001	\$ 105,000.00	\$ 6,000.00	\$ 111,000.00	\$ 151,800.00	\$ 8,200.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	075-2008	\$ 6,000.00	\$ (6,000.00)	\$ -	\$ 8,200.00	\$ (8,200.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	076-2000	\$ 33,000.00	\$ 4,600.00	\$ 37,600.00	\$ 34,500.00	\$ 4,900.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	076-2008	\$ 4,600.00	\$ (4,600.00)	\$ -	\$ 4,900.00	\$ (4,900.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	077-2000	\$ 79,100.00	\$ 4,900.00	\$ 84,000.00	\$ 140,600.00	\$ 7,200.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	077-2008	\$ 4,900.00	\$ (4,900.00)	\$ -	\$ 7,200.00	\$ (7,200.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	078-2000	\$ 173,000.00	\$ 9,100.00	\$ 182,100.00	\$ 173,000.00	\$ 8,800.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	078-2008	\$ 9,100.00	\$ (9,100.00)	\$ -	\$ 8,800.00	\$ (8,800.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	080-2000	\$ 133,000.00	\$ 6,800.00	\$ 139,800.00	\$ 140,000.00	\$ 7,300.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	080-2008	\$ 6,800.00	\$ (6,800.00)	\$ -	\$ 7,300.00	\$ (7,300.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	081-2000	\$ 261,400.00	\$ 14,300.00	\$ 275,700.00	\$ 309,400.00	\$ 17,900.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	081-2008	\$ 14,300.00	\$ (14,300.00)	\$ -	\$ 17,900.00	\$ (17,900.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	082-2000	\$ 84,000.00	\$ 4,300.00	\$ 88,300.00	\$ 103,900.00	\$ 5,500.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	082-2008	\$ 4,300.00	\$ (4,300.00)	\$ -	\$ 5,500.00	\$ (5,500.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	083-2000	\$ 182,600.00	\$ 9,200.00	\$ 191,800.00	\$ 182,600.00	\$ 9,500.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	083-2008	\$ 9,200.00	\$ (9,200.00)	\$ -	\$ 9,500.00	\$ (9,500.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	084-2000	\$ 95,000.00	\$ 20,200.00	\$ 115,200.00	\$ 165,000.00	\$ 24,600.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	084-2008	\$ 20,200.00	\$ (20,200.00)	\$ -	\$ 24,600.00	\$ (24,600.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	085-2000	\$ 135,000.00	\$ 6,800.00	\$ 141,800.00	\$ 143,000.00	\$ 7,300.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	085-2008	\$ 6,800.00	\$ (6,800.00)	\$ -	\$ 7,300.00	\$ (7,300.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	086-2000	\$ 166,300.00	\$ 8,400.00	\$ 174,700.00	\$ 184,300.00	\$ 47,500.00	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	086-2005	\$ -	\$ -	\$ -	\$ 38,000.00	\$ (38,000.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	086-2008	\$ 8,400.00	\$ (8,400.00)	\$ -	\$ 9,500.00	\$ (9,500.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	093-2000	\$ 43,000.00	\$ 2,200.00	\$ 45,200.00	\$ 45,100.00	\$ 2,300.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	093-2008	\$ 2,200.00	\$ (2,200.00)	\$ -	\$ 2,300.00	\$ (2,300.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	094-2000	\$ 34,000.00	\$ 3,600.00	\$ 37,600.00	\$ 38,500.00	\$ 4,300.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	094-2008	\$ 3,600.00	\$ (3,600.00)	\$ -	\$ 4,300.00	\$ (4,300.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	096-2000	\$ 73,500.00	\$ 3,700.00	\$ 77,200.00	\$ 36,500.00	\$ 1,460.00	Reclass cost-of-living increase and new personnel budgeted amounts
Part-Time Salary and Wages	096-2001	\$ -	\$ -	\$ -	\$ 44,800.00	\$ 2,840.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	096-2008	\$ 3,700.00	\$ (3,700.00)	\$ -	\$ 4,300.00	\$ (4,300.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Part-Time Salary and Wages	098-2001	\$ 32,000.00	\$ 1,600.00	\$ 33,600.00	\$ 36,500.00	\$ 2,000.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	098-2008	\$ 1,600.00	\$ (1,600.00)	\$ -	\$ 2,000.00	\$ (2,000.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Part-Time Salary and Wages	099-2001	\$ 39,000.00	\$ 2,000.00	\$ 41,000.00	\$ 41,000.00	\$ 2,100.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	099-2008	\$ 2,000.00	\$ (2,000.00)	\$ -	\$ 2,100.00	\$ (2,100.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	101-2000	\$ 222,000.00	\$ 11,600.00	\$ 233,600.00	\$ 260,400.00	\$ 13,400.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	101-2008	\$ 11,600.00	\$ (11,600.00)	\$ -	\$ 13,400.00	\$ (13,400.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	102-2000	\$ 159,400.00	\$ 8,000.00	\$ 167,400.00	\$ 190,000.00	\$ 9,700.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	102-2008	\$ 8,000.00	\$ (8,000.00)	\$ -	\$ 9,700.00	\$ (9,700.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	103-2000	\$ 121,000.00	\$ 6,100.00	\$ 127,100.00	\$ 181,100.00	\$ 9,500.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	103-2008	\$ 6,100.00	\$ (6,100.00)	\$ -	\$ 9,500.00	\$ (9,500.00)	Reclass cost-of-living increase and new personnel budgeted amounts
Vehicle Allowance	075-2300	\$ 20,000.00	\$ (20,000.00)	\$ -	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Contractual Services	075-2405	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Office Supplies	075-2200	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Total Budget Amendment Reclassifications		\$ 17,305,650.00	\$ -	\$ 17,305,650.00	\$ 20,335,350.00	\$ -	

Jasper County
 FY24 and FY25 Budget Amendment and Lapsing Funds Ordinance
 Ordinance Number O-2024-____
 Exhibit A
 Second Reading
 Monday, September 16, 2024

Account	Fiscal Year 2024 Budget Amendments			Fiscal Year 2025 Budget Amendments			Explanation
	Fiscal Year 2024 Budget			Fiscal Year 2025 Budget			
	Budget as Adopted or Amended	Budget Amendment	Amended Budget	Budget as Adopted or Amended	Budget Amendment	Amended Budget	
Section 3. Budget Amendments for FY2025							
Juvenile Housing Expense	058-2680			\$ 20,000.00	\$ (10,000.00)	\$ 10,000.00	To reclass a portion of Juevenile Housing to increase Medical Services Contract
Medical Services Contract	058-2710			\$ 306,500.00	\$ 10,000.00	\$ 316,500.00	To increase Medical Services Contract for increase to contracted services
ARPA Expenditures	062-3754			\$ 3,749,000.00	\$ (3,599,000.00)	\$ 150,000.00	To decrease ARPA funds until expended and reconciled
Pipe (Concrete/Metal)	081-3810			\$ 211,000.00	\$ (200,000.00)	\$ 11,000.00	To remove budgeted expenditure for pipe (concrete/metal)
Equipment	081-2430			\$ 144,000.00	\$ 50,000.00	\$ 194,000.00	To increase budget for the purchase of tractors and mowers
Shop Equipment	082-3910			\$ 130,000.00	\$ (50,000.00)	\$ 80,000.00	To transfer budgeted funds to 081-2430 for the purchase of equipment
Animal Shelter	090-5065	\$ -	\$ -	\$ 190,000.00	\$ 150,000.00	\$ 340,000.00	Request from Jasper Animal Rescue Mission for additional operating funds
Total Budget Amendments for FY2025		\$ -	\$ -	\$ 4,750,500.00	\$ (3,649,000.00)	\$ 1,101,500.00	
Grand Total Budget Amendments to Expenditures		\$ 22,743,591.58	\$ (3,698,982.81)	\$ 19,044,608.77	\$ 49,982.81	\$ 28,295,432.81	
TOTAL ADOPTED/AMENDED BUDGETED EXPENDITURES			\$ 55,937,044.00		\$ 60,312,370.00		
SECTION 1--LAPSING EXPENDITURES/CARRY-FORWARD EXPENDITURES			\$ (3,698,982.81)		\$ 3,698,982.81		
SECTION 2--AMENDMENT FOR RECLASSIFICATION OF EXPENDITURES			\$ -		\$ -		
SECTION 3--BUDGET AMENDMENTS FOR EXPENDITURES AND APPROPRIATIONS			\$ -		\$ (3,649,000.00)		
TOTAL AMENDED BUDGET EXPENDITURES			\$ 52,238,061.19		\$ 60,362,352.81		

AGENDA

ITEM # 12

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**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-__

ORDINANCE OF JASPER COUNTY COUNCIL

An Ordinance authorizing the sale to S&P Produce, Inc., of a 10 acre parcel, more or less, being subdivided out of the original 40.00 acre Parcel identified as Parcel B-1A as shown on a Plat recorded at Plat Book 23 at Page 345, with such new 10.00 acre parcel being shown on an individual plat and being a portion of tax parcel 048-00-01-005, and to authorize the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to S&P Produce, Inc., or its assigns, and matters related thereto.

WHEREAS, Jasper County and S&P Produce, Inc. (“S&P”) have negotiated the terms of a proposed Contract for the Purchase and Sale of Commercial Real Property (“Agreement”) between them by which Jasper County would sell, and SC Grays would purchase a parcel of land totaling approximately 10.00 acres located at the Cypress Ridge Industrial Park, said parcel being a portion of TMS 048-00-01-005, in order to establish a new commercial enterprise; and

WHEREAS, Addendum #1 to the Agreement provides that it is not valid, binding, or enforceable unless and until ratified by Jasper County Council within 30 days of Jasper County Administrator executing the Agreement; and

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

WHEREAS, a new subdivision survey of the 10 acre more or less parcel to be conveyed has been commissioned, and County Council desires to utilize this survey as the legal description of the property in the deed and related documents; and

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

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

1. Jasper County Council adopts the foregoing recitals as part of this Ordinance, ratifies the execution of the Contract for the Purchase and Sale of Commercial Real Property ("Agreement") as required by Addendum # 1 to the Agreement, and approves the sale of the referenced County property, as described by the new subdivision plat attached hereto as Exhibit "A," upon the terms and conditions of the Agreement to S&P Prioduce, Inc., or its assigns;
2. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser this transaction as more particularly described in the Agreement, as modified.
3. In connection with the execution and delivery of the deeds and other documents authorized hereunder, the County Administrator, with the advice and counsel of the County Attorney, and the law firm of Harvey & Battey, PA, is fully authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, amendments, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.
4. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the contracts, contract amendments, deeds, including the negotiation of the terms related thereto and any other agreements prior to the enactment of this Ordinance are ratified and confirmed.
5. This Ordinance shall take effect upon approval of the Council.

Done this _____ day of _____, 2024.

L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Simmons, Clerk to Council

ORDINANCE 2024-O- ____

First Reading: _____

Second Reading: _____

Public hearing: _____

Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date: _____

Drawing of Area to be Conveyed
(To be Replaced with Recordable Survey)

AGENDA

ITEM # 13



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

Memo

To: Kim Burgess

From: Tisha L. Williams, Executive Assistant / ADA & Civil Rights Coordinator

cc: Andrew P. Fulghum

Date: 08/28/2024

Re: ADA Accessibility Tool for County Website

Good Afternoon Kim,

I have compiled a list of ADA Accessibility Tool Vendors/quotes that I have met with based on the recent passing of the Department of Justice Final Rule. My recommendation is the Recite Me Company as it offers all of what we need to become compliant and to remain in compliance. Currently the County stands at a 49% in Level A when we should be AA or AAA to keep the County compliant and from the hands of any legal repercussions. Below is all the information including some additional information regarding ADA.

Thank You.

On April 24, 2024, the Federal Register published the Department of Justice’s final rule updating its regulations for Title II of the Americans with Disabilities Act (ADA). The final rule has specific requirements about how to ensure that web content and mobile applications (apps) are accessible to people with disabilities. This rule will help make sure people with disabilities have access to state and local governments’ services, programs, and activities available on websites and mobile apps. It will also provide state and local governments with more clarity about what we must do to comply with the ADA.

An example of this is individuals who are blind may use a screen reader to deliver visual information on the website or mobile app as speech. If a State or Local government website does not include text, describing the image (sometimes called “alternative text” or “alt text”), individuals who are blind and who use screen readers may have no way of knowing what is in the image because a screen reader cannot “read” an image.

For the County website to get and remain in ADA & 508 compliance with the DOJ’s new Final Rule, we must adhere to the Web Content Accessibility Guidelines (WCAG). WCAG ensures that people facing digital access barriers are not excluded from accessing online content. WCAG is considered to be the benchmark for website accessibility. Created by the World Wide Web Consortium (W3C), following WCAG guidelines is the best and the easiest way of making the website usable to all of our visitors.

When websites are being tested against WCAG guidelines, the website will be given a level of accessibility conformance, the globally acceptable level of “accessibility” is Level AA.

Levels of Compliance

A – ‘Must Do’: Providing a basic level of accessibility on the website

AA – ‘Should Do’: Industry accepted level of appropriate accessibility.

AAA – ‘Could Do’: For those that want to offer enhanced accessibility.

WCAG Four Principles

1. **Perceivable** – Information and user interface components must be presentable to user in ways they can perceive.
2. **Operable** – User Interface components and navigation must be operable.
3. **Understandable** – Information and the operation of user interface must be understandable.
4. **Robust** – Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

CIVIC PLUS (Through 3rd Parties AudioEye & Monsido) - \$14,524

- **Certify compliance with the latest accessibility standards**
- **Provides legal support should you ever need it**
- **Toolbar for website visitors to customize their browsing experience based on their specific needs**
- **Provides a "Help Desk" so website visitors can report questions or issues directly to the AudioEye team (not County Staff)**
- **Manual review performed by a team of individuals with disabilities**
- **Customization toolbar available for website visitors**
- **Continuous scanning and monitoring of accessibility and content errors**
- **Unlimited training and support to work through web accessibility issues and increase your compliance score**
- **History center: provides concrete evidence of progress made toward accessibility**
- **Page Assist: allows visitors to customize accessibility needs (customization toolbar)**
- **SEO module: checkpoints to increase search engine optimization**
- **Easily locate and fix broken links, misspellings, and other items on the website such as names and phone numbers (name turnover, branding inconsistencies, etc.)**
- **Delegate tasks and create visibility into all aspects of the website**
- **Statistics module to prioritize most popular pages, clean up outdated content, view visitor behavior (plus Heatmaps)**

USERWAY – \$12,360

Accessibility Widget pricing

- **Unlimited website pages**
- **Usage Stat add-on**
- **Modify Menu add-on**
- **Remediations for ADA, AODA, Section 508, EN 301 549, WCAG 2.1 & 2.2**
- **Customized accessibility statement**
- **Legal Support Program**
- **Monitor 100 pages, with alerts**

RECITE ME - \$10,000 (MY RECOMMENDATION)

Accessibility Checker

Tackles Legal Compliance by running 396 separate WCAG – based scans that audit back-end and front-end web development processes. Non-compliant elements are quickly identified and compiled into a detailed report in the form of a prioritized queue with recommendations on what to tackle first to become fully compliant in the fastest possible time frame.

- **Scan Documents**
- **Identify Accessibility Issues**
- **Fix Accessibility Issues Errors**
- **Track Progress**

Accessibility Toolbar

Enhances website accessibility and inclusion at an individual user level by allowing visitors to customize fonts, text size, color contrast, display language, and more according to their personal preferences, accessibility needs, and requirements. This improves online experiences for everyone, but particularly for individuals with sight loss, cognitive impairments, learning difficulties, physical disabilities, and varying linguistic needs.

- **Personalizing font size, type and color options.**
- **Choosing the exact color contrast between text and background.**
- **Utilizing the mask screen tool to make reading easier.**
- **Downloading content as an audio file as an alternative to reading.**
- **Converting page content into over 100 on-screen languages.**

ADA Vs Section 508: Requirements

ADA requirements:

- **ADA Title I** mandates that digital information regarding recruitment, hiring, promotions, training, job assignments, and termination be equally accessible to disabled candidates and employees.
- **ADA Title II** mandates that digital information regarding public services, programs, and activities must be equally available to disabled and non-disabled citizens.
- **ADA Title III** mandates that public-facing businesses provide full and equal online access to their goods, services, facilities, privileges, advantages, etc.

Section 508 requirements:

- **Federal employees** – All EIT infrastructure must facilitate equal access for employees with disabilities.
- **Members of public** – Disabled members of the public seeking federal information or services must have equitable access to digital resources.

ADA Vs Section 508: Enforcement

The ADA is enforced by the Department of Justice (DOJ), and non-compliance can result in private lawsuits that may result in:

- Fines of up to \$55,000 for the first violation, rising to \$110,000 for each subsequent violation.
- Bills for plaintiff attorney fees, settlements, and remedial fees for court-mandated digital accessibility upgrades.

Section 508 compliance is also enforced primarily by the Department of Justice (DOJ), although other federal agencies also play a role. **Non-compliance can result in lawsuits initiated by either members of the public or the DoJ itself. Potential repercussions include:**

- Fines of up to \$55,000 for the first violation, rising to \$110,000 for each subsequent violation.
- The revokement of government funding and grants.
- Increased regulatory scrutiny moving forward.
- Maximum civil penalty for a first-time violation is \$75,000, while subsequent violations carry maximum fine of \$150,000.

Federal agencies can be sued for non-compliance under both the ADA and Section 508. In fact, many already have been, including:

- The Department of Homeland Security
- The U.S. Department of Education
- The Social Security Administration
- Individual federal departments, including county offices in Alabama, Michigan and Texas.



Order Form



www.reciteme.com

Recite Me Order Form

This document outlines the commercial agreement between

(The Supplier)

and

(The Client)

For Recite Me to provide web accessibility tools for a period as defined below on the url(s) listed.

Client Address:

Authorized URL(s)

Please list all the URL's you intent to deploy the Recite Me software on as part of this agreement.

URL (s)

Period of Contract

Price

Please check box of preferred option.

Recite Me Terms and Conditions within this agreement apply. All prices quoted in US Dollars.

Quotes Valid for 60 days from date of quotation.

Signatures

The Supplier

Contact Name

Title

Email

Telephone

Signature

Date

The Client

Contact Name

Title

Email

Telephone

Signature

Date

1 Description Of The Services Contracted

1. The Supplier will provide Recite Me web accessibility software ("the Web Accessibility Software") for the Client's website for the duration of the agreement. Recite Me is supplied on a software as a service ("SaaS") basis.
2. The Supplier will provide a named account manager who will be the main point of contact between the Supplier and the Client throughout the agreement.
3. The Supplier will provide technical support as required.

2 Exclusivity and Intellectual Property Rights

1. The Supplier is permitted to offer the same Web Accessibility Software to other companies.
2. It is agreed and acknowledged that all Intellectual Property Rights in the Web Accessibility Software belong exclusively to the Supplier and the Supplier's sister company Recite Me Limited on behalf of which the Supplier acts as exclusive agent in the United States of America.
3. The Supplier warrants that the Supplier has the right to provide the Web Accessibility Software to the Client as set out in this Agreement and that such provision shall not infringe the intellectual property rights of any third party.

3 Support

The Supplier is committed to providing technical support to the Client, when applicable, throughout the Term of this agreement. Furthermore, the Supplier will ensure that the Web Accessibility Software is available in accordance with the service levels set out in Appendix A.

4 Breach Of Contract

1. The Supplier will endeavour to rectify a breach of contract within 1 month.
2. The Client shall be permitted to contract with another supplier should the Supplier fail to rectify the breach within the given period.

5 Supplier Fees

1. In consideration for the provision of the Web Accessibility software the Client shall pay the Supplier the following charges:

Please refer to page 2

Payments must be made within 30 days of the date of the invoice.

6 Supplier Contact

The designated person/department of the Client who is to supervise the Supplier's work will be provided by the Client.

7 Term and Termination

This Agreement shall be renewed for succeeding Renewal Terms equal to the initial term unless either party gives written notice at least 90 days prior to the expiration of any term of the Company's intention not to renew, in which case the Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or succeeding Renewal Term respectively.

The contract can be terminated without notice subject to:

1. Receivership, administration or liquidation of either party
2. Breach of any term of the agreement that is not remedied within one month by either party

8 Confidentiality

1. Each party agrees to keep confidential any and all commercial, technical, financial or other business information concerning the other party to which it may become party during the course of this Agreement and further agrees in particular not to disclose all or any part of that information to any third party, except as may be required by a mandatory rule of law or order of court of competent jurisdiction.
2. For the purposes of this clause if the parties agree that confidential information shall not include:
 - Information generally available to members of the public in written or other fixed form or which becomes so available through no fault or breach of this Agreement on the part of the recipient;
 - Information which its recipient can establish by independent evidence was available to it and its free disposal prior to its receipt under or in connection with this Agreement; and
 - Information at any time received from a third party not apparently bound (after enquiry) by any contractual or fiduciary obligation of confidence and thus free to make disclosure.
 - The Supplier may issue press releases or promotional material relating to the Client and its use of the Web Accessibility Software for advertising or other purposes before, during or after termination of this agreement.
 - This clause shall continue to have full force and effect both before and after termination of this Agreement (for whatever reason).

9 Documentation

Service of documents between the parties may be by email or normal post.

10 Liability

1. The Supplier is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
2. Save in the case of death or personal injury resulting from its negligence the aggregate liability of Recite Me NA LLC. under this Agreement (howsoever arising) shall not exceed \$5,000.

11 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the state of Virginia.



Recite Me SLA

1. During each month of this Agreement the Supplier undertakes to the Client that the Software shall be capable of being accessed (except where inaccessibility is caused by backbone outage or power failure of the National power suppliers or any event of Force Majeure) no less than 99.9% of the time during normal working hours of 09:00 to 17:00 EST.*
2. During each month of this Agreement the Supplier undertakes to the Client that the server on which the Software is hosted and the ancillary equipment out to the relevant router shall have no more than 1.0% down time.*
3. The Supplier undertakes that the Software is backed-up at least once every 24 hours and secured in accordance with good industry practice.
4. The Supplier will monitor the Software on the relevant server and if at any time the Software is not fully accessible for 2 hours or more then the Supplier shall notify the Client immediately and the Supplier shall start correcting the problem immediately and shall continue working on it until it is remedied.
5. The Supplier will ensure that:
 - All planned maintenance will be undertaken outside of the normal working hours referred to above.
 - All planned maintenance which may result in the Software not being available for more than 2 hours will be notified to all clients prior to carrying out such maintenance.
 - Notice of emergency maintenance will be given as soon as is practicable.

*For the avoidance of confusion the difference between points 1 and 2 is designed to reflect that within normal working hours our team can react in real time to any issue, whereas out of hours this may take a little longer, and to allow for any planned system downtime for maintenance/upgrades.



t: +1 571 946 4068

e: info@reciteme.com

w: www.reciteme.com

12110 Sunset Hills Rd #600,

Reston VA, 20190,

USA

Believing in Accessibility for All

AGENDA

ITEM # 14



JASPER COUNTY PARKS & RECREATION

1458 Red Dam Road, Hardeeville, SC 29927

Main Office: (843)784-5130 Fax: (843)784-5172

Facility Usage Agreement

MO# PAID
19-65961124
8/1/24
#200 (incl. de.
Rec. #
26645

Please Print:

Circle a Facility:

- LEVY-LIMEHOUSE COMMUNITY CENTER
- TILLMAN-WAGON BRANCH COMMUNITY CENTER
- ROBERTSVILLE COMMUNITY CENTER
- TARBORO COMMUNITY CENTER

Name a Park: old high school field x2 JRB Field

Date: 7/31/24

Person Responsible: Derek Myers Phone: 803960-7515

Mailing Address: 643 shad Road

City: Hardeeville State: SC Zip Code: 29927

Additional Contact Person Mjai Kowyers Phone: (803)842-3035

I. Agreement

Jasper County Parks and Recreation Department, acting as a rental agent and hereinafter known as the Lesser, agree to rent such facilities and to provide such services listed under Section I and Section II.

Name of event: 1994 class Reunion # of Persons Attending 100

during the period of 3 AM/PM through 10 AM/PM on 10/4/24 for the sum of \$ 200

TO MAKE A RESERVATION A DEPOSIT AND RENTAL FEE ARE DUE AT THE TIME OF BOOKING. CANCELLATION MUST BE MADE TWO WEEKS PRIOR TO THE DATE OF THE EVENT FOR FULL REFUND.

Cash, check, or money order is accepted for the deposit and rental fee only, made out to "Jasper Co. Parks and Recreation".

✓ **\$100 damage/clean-up deposit** which will be returned upon closing or the following Tuesday, provided that the facility is left in as good a state of repair and condition as existed upon the first occupancy with reasonable wear and tear acts of providence and agreed changes excluded.

2. A \$ 100 fee for the rental of the facility/park listed above. Note fees below:

- Jasper County Community Centers \$200
- Jasper County Picnic Shelters \$50
- Jasper County Ball Fields \$50 2
- Jasper County Basketball Courts \$50

Additional Charges to be applied:

- \$10 each additional hour facility is used between 6pm and 10pm (Including clean up) ~ 30
- For set-up and decoration only, the day before the event, anytime between 8am -10pm a fee of \$100 is required.
- \$25 fee for excessive use of water (i.e. - car wash events, water slides, etc.)
- \$25 fee for excessive use of electricity (i.e. - bouncy castles maximum size 13ft x13ft, music entertainment, DJ etc.)
- Any fees incurred due to damages greater than the sum of the required security deposit.

II. Conditions and Stipulations

1. For and in consideration of the sum indicated above, the Lessor will provide the following facilities and services located at each facility where applicable.
 - Restrooms
 - Tables
 - Chairs
 - Cleaning Equipment
2. Facilities rented will not be available to Lessee, or other persons or groups supporting this activity, except during the period specified above.
3. Vehicle parking will be permitted only in designated areas. Parking or movement in other areas without prior approval from Jasper County Parks & Recreation Staff is prohibited.
4. Privilege to erect advertising signs on building grounds prior to event date must be obtained by the department head.
5. When Lessee engages a caterer for food services, etc., the Lessee shall be responsible for the removal and disposal of all trash, garbage, oyster shells, etc.
6. When facilities are rented for high school functions or when a group is composed primarily of those under 18 years of age, the lessee will provide a minimum of 1 (one) parental chaperone or school official for every 10 (ten) participants or a portion thereof. An approved Security Officer will also be required. Approval must be made by the Director of Jasper Co. Parks & Recreation.

Note - Lessee will be required to submit a chaperone's list with payment.
7. Where facilities are being rented for public events i.e., tournaments, concerts, etc., security officers may be required. This will be at the discretion of the Director of Jasper County Parks and Recreation. If security is required, there shall be a minimum of 1 (one) security officer for every 50 participants/spectators. The Lessee will be responsible for obtaining security for the event.
8. No money shall be collected at the facility for this event unless it is pre-approved by the Director of Jasper Co. Parks & Recreation.
9. All activities shall cease no later than 9 pm. No persons will be allowed in the facility after 10 pm.
10. Facilities should be cleaned immediately following the event. Deposits will not be returned until cleaning is completed in accordance with the cleaning requirements of the Parks & Recreation Department (posted at each facility).
11. Any consumption, distribution, selling or possession of alcoholic beverages is strictly prohibited at all Parks and Recreation events and properties and will result in a loss of deposit and the ending of your event.
12. Firearms, knives, or other weapons are not allowed at Parks and Recreation events and properties and will result in a loss of deposit.
13. Lessee shall not damage, or allow to be damaged, said facilities or any fixture or personal property located therein, and, in an event of damage, Lessee shall promptly restore facilities or property to its original state of repair or pay the lessor for such damages.
14. Lessee shall indemnify and hold harmless the manager, Jasper County, South Carolina, the State of South Carolina, its officers, agents, volunteers, and employees against any and all loss, damage, and/or liability that may be suffered, caused by, or arising out of, or in any way connected with occupation or use by the Lessee of Jasper County Parks and Recreation Department' Building or any part thereafter, or exercise of the rights and privileges herein granted.

15. Lessee understands and agrees that should the use of the building and its facilities by Jasper County Parks and Recreation Department become necessary due to a natural disaster or emergency during the times mentioned in Section 1 above, the provisions of this contract shall become null and void at the discretion of the director of Jasper County Parks and Recreation or his designated representative, and any sums deposited shall be refunded to the Lessee.

Lessor: Jasper County Parks and Recreation
1458 Red Dam Rd Hardeeville, SC 29927

By: 

Date: 8/1/24

Lessee: Derek T Myers (Print)

By: Derek T Myers (Signature)

Date: 7/31/24

To the management staff of Park & Recreation:

I have applied for usage on October 4th, 2024. I am a graduate of the JCHS Class of 1994. We will be celebrating our 30th Class reunion. Attached is a copy of the one-day event insurance that I have purchased.

I have spoken to Police Chief Woods, and he is aware that this event will take place. He also agreed to let the county police department work on the event to help ensure everyone's safety; spoke to Sheriff Hipp, and he has agreed to work at the event; contracted Simmons Porta Johns for restroom use; a contract with Stevenson's Landscaping Services to ensure all the trash gets picked up once the event ends. I have also secured a contract with the Outreach Security Firm to ensure no one is carrying weapons, and that nobody is drinking alcohol or doing drugs in the ball field area.

We are also aware that we can't have any grills, gas cookers, or fires on the field. Our priority is to protect the field as agreed. We will also rent a 30yd dumpster to ensure that the garbage is disposed of properly. We want this to be a successful event so we've taken precautions to ensure this will go off without any issues. Each class must have a representative sign our Homecoming Tailgate contract to participate. Access will only be allowed to those with wristbands issued by our event team.

I can be reached at (803) 960-1515 for any further correspondence if needed.

Thanks,

A handwritten signature in black ink, appearing to read "Derek T Myers". The signature is fluid and cursive, with a long horizontal stroke at the end.

Derek T Myers

United States Liability Insurance Company

1190 Devon Park Drive
Wayne, PA 19087-2191
(888) 523-5545

To: THE COLONIAL GROUP, A DIVISION OF HULL & COMPANY, LLC

*** BINDER ***

07/31/2024 @ 2:21 PM

Attn: Sherri Blatt
sblatt@thecolonialgroup.com

Commission: 20%

Renewal Of: NEW

From: Zach Pfanders
zach.pfanders@usli.com/(888) 523-5545 ext.6113

Insured: **DEREK MYERS**

Mailing Address: **86 ROSA LEE WRIGHT LN
RIDGELAND, SC 29936**

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

POLICY INFORMATION

COMMERCIAL LIABILITY POLICY

Policy Number:	SE 1123410
Policy Period:	10/04/2024 to 10/06/2024
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII

COVERAGE PART

PREMIUM

Commercial Liability		\$195.00
Each Occurrence Limit	\$1,000,000	
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000	
Medical Expense Limit (Any One Person)	\$1,000	
Damages To Premises Rented To You (Any One Premises)	\$100,000	
Products/Completed Operations Aggregate Limit	See L-535	
General Aggregate Limit	\$2,000,000	

POLICY PREMIUM

\$195.00

Location of All Covered Special Event(s)

1 - 456 Grays Highway , Ridgeland, SC 29936

APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

CG 21 06 12/23	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION	CG0001 12/07	Commercial General Liability Coverage Form
CG0068 05/09	Recording And Distribution Of Material Or	CG2109 06/15	Exclusion - Unmanned Aircraft

Information In Violation Of Law Exclusion

CG2136 03/05	Exclusion - New Entities	CG2139 10/93	Contractual Liability Limitation
CG2144 07/98	Limitation Of Coverage To Designated Premises Or Project	CG2147 12/07	Employment-Related Practices Exclusion
CG2173 01/15	Exclusion Of Certified Acts Of Terrorism	CG4032 05/23	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
IL0017 11/98	Common Policy Conditions	IL0021 09/08	Nuclear Energy Liability Exclusion Endorsement
IL0249 12/21	South Carolina Changes - Cancellation and Nonrenewal	Jacket 07/19	Policy Jacket
L 427 01/20	Exclusion for Fireworks and Other Pyrotechnic Devices	L-206 02/11	Fully Earned Premium Endorsement
L-224 10/10	Punitive Or Exemplary Damages Exclusion	L-387 03/06	Exclusion - Mechanical Rides
L-423 02/11	Exclusion For Structure Collapse	L-428 04/15	Absolute Firearms Exclusion
L-472 07/08	Exclusion - Injury To Performers Or Entertainers	L-535 09/02	Exclusion - Products- Completed Operations Hazard
L-536 09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports	L-599 10/07	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
L-607 02/11	Exclusion For Climbing, Rebounding And Interactive Games And Devices	L-609 02/11	Animal Exclusion
L-610 11/04	Expanded Definition Of Bodily Injury	L-656 02/06	Extension Of Coverage - Committee Members
L-686 10/12	Absolute Exclusion for Liquor and Other Related Liability	L-816 11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
L-820 12/18	Special Events Blanket Additional Insured Endorsement	L-835 10/22	Exclusion - Specific Activities, Operations or Features
LLQ 102 02/15	Event Vendor, Exhibitor And Contractor Exclusion	LLQ101 08/06	Expanded Definition Of Employee
LLQ368 08/10	Separation Of Insureds Clarification Endorsement	SPE 300 05/09	Special Events Property Damage Amendment
SPE 312 03/15	Who Is An Insured	TRIADN 12/20	Disclosure Notice of Terrorism Insurance Coverage



THE COLONIAL GROUP, A DIVISION OF HULL & COMPANY,
 LLC
 P.O. BOX 4907
 GREENSBORO, NC 27404
 Phone: (800) 628-3762
 Fax: (336) 855-1190

To: Renegade Insurance Holdco Inc.

*** BINDER ***
 07/31/2024

Attn: Cynthia Woodhall
 cindy@mckenziesc.com

Commission: 10%
 Renewal Of: NEW

From: Sherri Blatt
 sblatt@thecolonialgroup.com

Insured: **DEREK MYERS**

Mailing Address: **86 ROSA LEE WRIGHT LN
 RIDGELAND, SC 29936**

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

POLICY INFORMATION

COMMERCIAL LIABILITY POLICY	
Policy Number:	SE 1123410
Policy Period:	10/04/2024 to 10/06/2024
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII
COVERAGE PART	PREMIUM
Commercial Liability	\$195.00
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See L-535
General Aggregate Limit	\$2,000,000
POLICY PREMIUM	\$195.00

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L 427 01/20	Exclusion for Fireworks and Other Pyrotechnic Devices	L-206 02/11	Fully Earned Premium Endorsement
L-224 10/10	Punitive Or Exemplary Damages Exclusion	L-387 03/06	Exclusion - Mechanical Rides
L-423 02/11	Exclusion For Structure Collapse	L-428 04/15	Absolute Firearms Exclusion
L-472 07/08	Exclusion - Injury To Performers Or Entertainers	L-535 09/02	Exclusion - Products- Completed Operations Hazard
L-536 09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports	L-599 10/07	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
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L-610 11/04	Expanded Definition Of Bodily Injury	L-656 02/06	Extension Of Coverage - Committee Members
L-686 10/12	Absolute Exclusion for Liquor and Other Related Liability	L-816 11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
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LLQ 102 02/15	Event Vendor, Exhibitor And Contractor Exclusion	LLQ101 08/06	Expanded Definition Of Employee
LLQ368 08/10	Separation Of Insureds Clarification Endorsement	SPE 300 05/09	Special Events Property Damage Amendment
SPE 312 03/15	Who Is An Insured	TRIADN 12/20	Disclosure Notice of Terrorism Insurance Coverage



Jasper County Planning and Building Services

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

Special Event Permit

Land/Business Owner or Authorized Applicant:	
Address:	
Telephone/Fax:	
Email:	
Property Address or Physical Location:	
Tax Map Number(s):	
Gross Acreage:	
Proposed Use:	
Date Mailed or Hand Delivered:	

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

Date

Internal Use Only

Date:	
Current Zoning:	
Use Regulation: Permitted, Subject to Conditions or Not Allowed	
Fire Marshal / Sheriff Department Approval:	
DSR Certification:	

AGENDA

ITEM # 15

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR JASPER COUNTY
ORDINANCE NO. O-2024-17

AN ORDINANCE AMENDING JASPER COUNTY ORDINANCE 2023-20 BY AUTHORIZING AND APPROVING MODIFIED TERMS OF A LOAN AND GRANT FROM THE SOUTH CAROLINA TRANSPORTATION INFRASTRUCTURE BANK; AUTHORIZING AND APPROVING DOCUMENTS TO REFLECT THE MODIFIED TERMS; AUTHORIZING AND APPROVING MODIFICATIONS TO AN INTERGOVERNMENTAL AGREEMENT AMONG JASPER COUNTY, SOUTH CAROLINA, THE CITY OF HARDEEVILLE, SOUTH CAROLINA AND THE SOUTH CAROLINA TRANSPORTATION INFRASTRUCTURE BANK; AND OTHER RELATED MATTERS

WHEREAS, the South Carolina Transportation Infrastructure Bank (“*Bank*”) was created for the purpose, among others, of selecting and assisting in financing major transportation projects by providing Financial Assistance to government units for constructing and improving highway facilities necessary for public purposes, including economic development, as is more fully set forth in the South Carolina Transportation Infrastructure Bank Act, codified at Section 11-43-110, *et seq* of the Code of Laws of South Carolina 1976, as amended (“*SCTIB Act*”);

WHEREAS, pursuant to the SCTIB Act, the Bank has all power necessary, useful, and appropriate to provide grants, loans and other Financial Assistance in a manner as the Bank determines advisable;

WHEREAS, by an application submitted to the Bank on or about August 28, 2019, as amended and supplemented from time to time (“*Application*”), Jasper County, South Carolina (“*County*”) and the City of Hardeeville, South Carolina (“*City*,” and together with the County, “*Project Sponsors*”) requested a loan from the Bank in the principal amount not to exceed \$28,095,903 (“*Loan*”) as evidenced by a Loan Agreement by and among the Bank and the Project Sponsors;

WHEREAS, the Application also requested a grant from the Bank in an amount not to exceed \$28,095,903 (“*Grant*,” and together with the Loan, “*Financial Assistance*”) as provided for in an intergovernmental agreement between the Bank and the Project Sponsors (“*IGA*,” and together with the Loan Agreement, “*Financing Documents*”);

WHEREAS, the Financing Documents were approved by the County pursuant to Ordinance No. O-2023-20 on February 5, 2024 in such form as the Financing Documents existed on the date thereof;

WHEREAS, SLF III - Hardeeville, LLC, a Texas limited liability company (“*Developer*”) and the City have represented to the County that the current estimated costs of projects to be funded by the Financing Assistance exceed, by approximately \$45,000,000, the current amount of the Financial Assistance;

WHEREAS, the Developer and the City have requested the Bank (i) modify the terms of the Loan to reflect a draw of the full amount of Loan, \$28,095,903, and extension of the term of repayment of the Loan from 15 years to not exceeding 25 years (“*Loan Modifications*”), and (ii) increase the Grant amount by up to \$35,000,000 (“*Grant Modification*” and, together with the Loan Modifications, “*Modifications*”);

WHEREAS, the County Council approved Resolution R-2023-13 (“*Resolution*”) to establish the conditions under which it would consider increases in the Loan Amount; namely, the projected maximum annual debt service coverage ratio resulting from the Loan Modifications must be at least 1:1.5 (“*Coverage Test*”);

WHEREAS, based on representations of the City and the Developer, the Coverage Test has been met; and

WHEREAS, the Financing Documents have been modified, as necessary, to reflect the Modifications (as modified, "***Modified Financing Documents***").

NOW, THEREFORE, BE IT ORDAINED by the County Council of Jasper County ("***County Council***") as follows:

Section 1. County Council determines that the execution of the Modified Financing Documents and the transactions contemplated therein are proper governmental and public purposes and are anticipated to benefit the general public welfare of the County.

Section 2. County Council approves the execution of the Modified Financing Documents to reflect the Modifications and other such related changes as are not materially adverse to the County and authorizes the County Administrator and Chairman of County Council to negotiate, execute and deliver the Modified Financing Documents, the final form, terms and provisions of which shall be approved by the County Administrator and Chairman of County Council, following receipt of advice from counsel to the County, with the execution of the Modified Financing Documents by the County Council Chair or the County Administrator to constitute conclusive evidence of the final approval thereof.

Section 3. County Council authorizes the County Administrator and the Chairman of County Council, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

Section 4. This Ordinance is effective after its third and final reading by the County Council.

Done in a meeting duly assembled this __ day of August, 2024.

JASPER COUNTY, SOUTH CAROLINA

By: _____
Barbara B. Clark Vice Chairwoman, County Council
Jasper County, South Carolina

[SEAL]

Attest:

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

First Reading: 07.15.2024
Second Reading: 08.19.2024
Public Hearing: 09.16.2024
Third Reading: 09.16.2024

Reviewed for form and draftsmanship by Jasper County Attorney

David L. Tedder Date

AGENDA

ITEM # 16

AGENDA

ITEM # 17



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

Tisha L. Williams
Executive Assistant

afulghum@jaspercountysc.gov
twilliams@jaspercountysc.gov

Administrator's Report September 16, 2024

1. Exit 3:

I will provide a brief status update. Details follow.

2. Jasper County Capital Program:

I have provided the latest program status report, program management schedule, and cost tracking report.

3. Agreement to Participate in the South Carolina Resilient Coastal Communities Collaborative Program:

I briefly spoke to you about this program at your meeting on Sept. 3. As a follow-up, I have provided copies of the agreement to participate and some general information about the program.

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



September 9, 2024

VIA EMAIL

Mr. John B. White
Chairman
South Carolina Transportation Infrastructure Bank
955 Park Street
PO Box 191
Columbia, South Carolina 29202-0191

Re: Exit 3 and Parkway North - Supplemental Financial Assistance Request

Dear Chairman White,

On behalf of the City of Hardeeville, South Carolina (the "City") and Jasper County, South Carolina (the "County" and together with the City, the "Project Sponsors"), we write in response to Rob Tyson's letter dated August 15, 2024. Please consider this correspondence as a reaffirmation of our August 1, 2024, letter (see copy attached) and formal request for consideration by the South Carolina Transportation Infrastructure Bank (the "Bank"). We have prepared this letter working in cooperation with the property owner, SLF III – Hardeeville, LLC (the "Owner").

The Bank is aware of the latest cost projections for the Exit 3 project, which represent a significant increase from previous estimates and leaves the Project with a funding gap of \$45,000,000 (the "Funding Gap"). The Project Sponsors are, unfortunately, not equipped to absorb the cost increases and have relied on the Owner to propose solutions. The City and the County support the following suggestions to mitigate the cost increases:

1. Revise the Loan such that it has a 25-year term with an expected draw of the full \$28.096 million. A model provided by the Owner team¹ supports the sufficiency of the project TIF revenues to repay the estimated debt service on the modified Loan. It is expected that the final model will include updated projections and, likely, debt service modifications that will also be supported by the sufficiency of the project TIF revenues to repay the estimated debt service on the modified Loan. The final repayment schedule will obviously need the approval of the Bank.
2. Increase the amount of the Grant by \$35,000,000.

¹The enclosed report entitled "RiverPort Exit 3 \$28.096 million SCTIB Loan Repayment Tax Increment Model Solution – 25-year Loan Term Based on Adopted Fiscal Year 2023 Millage" dated May 30, 2024 (the "Repayment Model Report") is in draft form as was prepared by the Owner's consultant DPFG. It is expected that a final report will be prepared by the City's consultant Water Street Public Finance.

Mr. John B. White

Page 2

Please be advised that the Project Sponsors are committed to support the efforts of the property owner, SLF III – Hardeeville, LLC (the “Owner”), to secure additional contributions from the State of South Carolina and its agencies and from other sources to be used to pay the Funding Gap, and the Owner team has provided assurances to the Project Sponsors that the Owner will continue to seek additional sources of funding.

To provide more specifics regarding the \$45,000,000 Funding Gap and the pro rata sharing of costs, please see the enclosed Cost Comparison Analysis compiled by the Owner. At the time of the approval of the Grant and the Loan by the Bank in July 2020, the estimated total cost of the Exit #3 Proper Project, the Parkway North Project and Parkway South Project (collectively, the “Projects”) was \$82,460,624, of which the Bank would have funded 68% of such costs and the Local Match would have been 32% of such costs. The current estimated total cost of the Projects is \$163,397,240, which is an increase of \$80,926,616. If the Bank agrees to the Project Sponsors requests set forth in this letter, the Bank will fund 56% of the total costs and the Local Match will fund 44% of such costs.

With respect to DOT’s required timing for the complete funding plan and the permits, please see Secretary Powell’s letter to you dated August 27, 2024. Finally, the Owner has advised the Project Sponsors that the Owner has multiple attorneys and other professionals working daily on securing the permits. It is expected that all federal and State permits will be obtained to timely meet Secretary Powell’s deadlines.

The Jasper County Council has had two of the required three readings of an ordinance approving these requests being made of the Bank and has scheduled the third reading and public hearing to occur on September 16, 2024. The City has previously approved the funding of the Loan in the amount of up to \$28,095,903.

Please do not hesitate to contact Michael Czymbor at mczymbor@hardeevillesc.gov (843) 784-2231 or Andrew Fulghum at fulghum@jaspercountysc.gov (843) 717-3690 with any questions or if you need or desire additional information.

Sincerely,



Andrew P. Fulghum, ICMA-CM
County Administrator
Jasper County



Michael J. Czymbor
City Manager
City of Hardeeville

cc: South Carolina Transportation Infrastructure Bank Board of Directors
Justin P. Powell



ROBINSON
GRAY

Litigation + Business

ROBERT E. TYSON, JR.

DIRECT 803 231.7838

rtyson@robinsongray.com

August 15, 2024

VIA EMAIL AND U.S. MAIL

Andrew P. Fulghum
County Administrator
PO Box 1149
Ridgeland, SC 29936
afulghum@jaspercountysc.gov

Michael J. Czymbor
City Manager
PO Box 609
Hardeeville, SC 29927
mczymbor@hardeevillesc.gov

Re: Exit 3 and Parkway North – Supplemental Financial Assistance Request

Dear Mr. Fulghum and Mr. Czymbor:

This letter is written in response to your August 1, 2024 letter to Chairman John White that was hand-delivered by the developer's attorney at a meeting at the South Carolina Department of Transportation on August 14. We understand you agree that the letter's date of August 1 is not when the letter was sent to Chairman White; rather, it was delivered nearly two weeks after it was dated.

Chairman White has asked me to seek confirmation and obtain further details on aspects of your letter. Specifically, please confirm whether this is your formal request to the Bank. As part of this confirmation, please provide an update on whether the project sponsors have completed the approval process to extend the term of the loan from 15 years to 25 years. Further, please provide an updated set of projections that show expected TIF revenues covering debt service on the increased loan amount and coverage ratios consistent with coverage ratios for the smaller loan currently contemplated by the underlying draft documents.

It is our understanding that the project's final permit approval has not been completed and likely will not be completed until December of this year. Please provide an updated status report of the permitting process and when the project is expected to have fully received the initial permitting approval. Please explain the project sponsor's expected plan of action if the permitting is not approved in time



Litigation + Business

for the construction of the Exit 3 interchange to be included in the scope of the SCDOT's contract for the widening of I-95.

As you are keenly aware, Secretary Powell has established September 1 as the deadline for the applicants to provide a funding plan on how the project sponsors intend to fund the project, including the significant overages. As Chairman White and the Bank Board have indicated numerous times, this project is of great importance to the Bank and it stands ready to assist. However, since this project has multiple parties involved, Jasper County, Hardeeville, SCDOT, owner and developer's current and future team, Chairman White and the Bank Board believe all parties should share funding these overages on some rational pro-rata basis. Chairman White is willing to ask the Bank Board to provide additional financial assistance in the form of a grant, based on this pro-rata share of the overages.

To that end, please confirm how the multiple parties intend to comply with Secretary Powell's request to present a completed funding plan by September 1. Additionally, the requested changes proposed by the project sponsors modify the Bank's award letter of July 16, 2020, referenced in your letter. Such changes will result in additional review and approval from the Bank's Evaluation Committee, Bank Board, the SCDOT Commission, and the Joint Bond Review Committee.

Since time is of the essence, Chairman White looks forward to receiving your prompt response to the questions and concerns raised in this letter.

Sincerely,

Robert E. Tyson, Jr.

RET:hej

cc: Chairman John White
Bank Board members



PROGRAM STATUS REPORT – August 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
 L. Martin Sauls, IV, *Chairman*
 Barbara B. Clark, *Vice Chairwoman*
 John Kemp, *Councilman*
 Joey Rowell, *Councilman*
 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.

Farmer's Produce Market Renovations



PROGRAM STATUS REPORT – August 2024

Jasper County Capital Plan
Jasper County, SC



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 are complete, and the final bill has been issued with savings returning to the County!

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 – Bids for the Pratt library and temporary library were received on July 31st and are currently under review by M. B. Kahn.
A Local/MWBE subcontractor outreach session was held June 20th at 6pm.
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

The GMP for the courthouse was executed on August 16th, 2024 and the renovations have begun. The renovations are scheduled to be finished in December 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 Coosawhatchie design
- Work Authorizations for courthouse
- M. B. Kahn extended services contract

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:

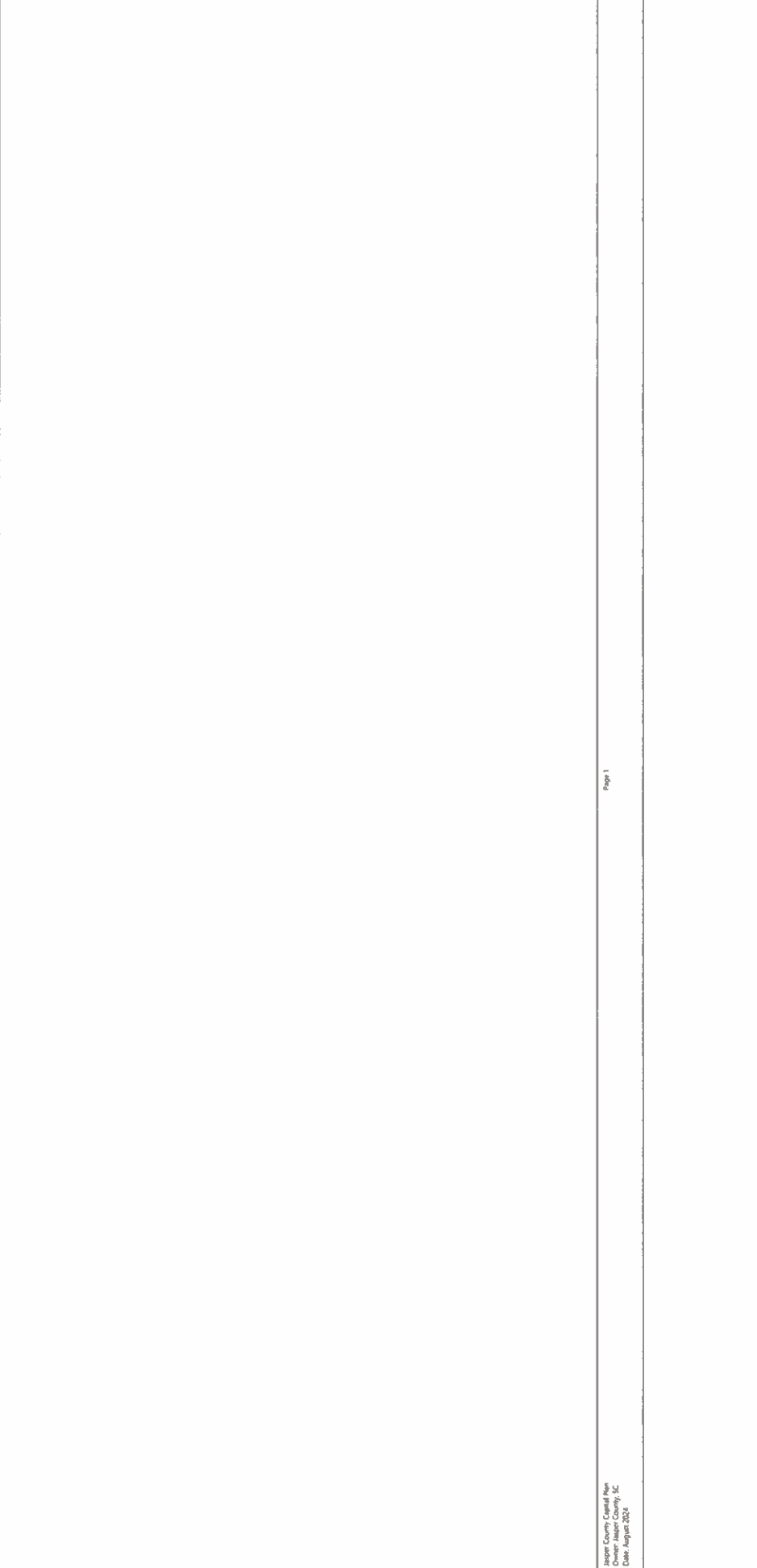




PROGRAM MANAGER SCHEDULE

John Deere Cultural Program

ID	Task Name	Duration	Start	Finish
0	John Deere Cultural Program	756 days	Mon 1/12/21	Mon 10/11/25
1	Farmers' Project Market	120 days	Mon 11/1/21	Fri 2/9/24
31	Airport Airpon Expansion	258 days	Mon 12/8/21	Wed 11/29/23
51	First Memorial Library	713 days	Thu 1/19/23	Mon 10/11/25
52	Contract Negotiations	88 days	Thu 1/19/23	Tue 4/17/23
57	Design Phase	230 days	Wed 3/8/23	Tue 4/16/24
60	GAIP Phase	119 days	Wed 4/17/24	Mon 9/30/24
71	Construction	248 days	Tue 10/1/24	Mon 9/1/25
83	Project Closeout	30 days	Tue 9/2/25	Mon 10/11/25
90	County Courthouse Renovations	105 days	Tue 7/9/24	Mon 12/2/24
91	GAIP Phase	28 days	Tue 7/9/24	Thu 8/15/24
98	Construction	70 days	Fri 8/16/24	Thu 11/7/24
113	Project Closeout	7 days	Fri 11/21/24	Mon 12/2/24



JASPER COUNTY CAPITAL PROGRAM Cost Tracking Report



Precon Project #	Constr. Project #	Project Name	Capital Report Budget	Fiscal Year	Work Authorization	Preconstruction		Construction		Savings / (Overrun)	
						Initial Cost Precon	Final Cost	Initial Cost GMP	Final Cost		
SIGNED WORK AUTHORIZATIONS											
6207	N/A	Capital Planning NTE	N/A	N/A	\$ 40,000	N/A	\$ -	N/A	N/A	N/A	
620701	620702	Airport Apron	N/A	N/A	\$ 3,000,000	\$ 66,221	\$ 57,944	\$ 2,964,591	\$ 2,813,588	\$ 151,003	
620705	620706	Pratt Memorial Library	\$2M - \$3M	2023	\$ 4,750,000	\$ 104,501	\$ -	\$ -	\$ -	\$ -	
620707	620708	Farmer's Produce Market	\$700k - \$800k	2023	\$ 900,000	\$ 27,311	\$ 26,988	\$ 767,618	\$ 749,954	\$ 17,664	
620711	N/A	County Courthouse Renovations	\$2.75M - \$3M	2024	\$ 750,000	\$ 30,000	\$ -	\$ 661,894	\$ -	\$ -	
FUTURE PROJECTS											
TBD	TBD	Ridgeland-Claude Dean Airport Terminal	\$6M - \$7M	2023			\$ -			\$ -	
TBD	TBD	Detention Center	\$30M - \$32M	2023			\$ -			\$ -	
TBD	TBD	Sheriff's Office	\$14M - \$16M	2023			\$ -			\$ -	
TBD	TBD	Clementa C. Pinckney Government Building	\$3.5M - \$4.5M	2023			\$ -			\$ -	
TBD	TBD	Ridgeland Graded School Building	\$8M - \$9M	2023			\$ -			\$ -	
TBD	TBD	Department of Social Services	\$2M - \$3M	2023			\$ -			\$ -	
TBD	TBD	Emergency Services Building	\$1M - \$2M	2023			\$ -			\$ -	
TBD	TBD	Office for Board of Election Supervisors	\$2M - \$3M	2023			\$ -			\$ -	
TBD	TBD	Fire-Rescue Station 31 (Coosawhatchie)	\$8M - \$9M	2023			\$ -			\$ -	
TBD	TBD	Criminal Investigation Division	\$550k - \$600k	2024			\$ -			\$ -	
TBD	TBD	Courthouse	\$2.75M - \$3M	2024			\$ -			\$ -	
TBD	TBD	Levy Fire Station	\$8M - \$9M	2024			\$ -			\$ -	
TBD	TBD	Animal Rescue Mission	\$8M - \$9M	2024			\$ -			\$ -	
N/A	N/A	Magistrate's Office - Layout Only	N/A	N/A			\$ -			\$ -	
SUBTOTALS:						Work Authorized: \$ 9,440,000	Total Savings: \$ 8,600	Total Savings: \$ 168,667			

Resilient Coastal Communities Collaborative Program



September 04, 2024

Andrew Fulghum, County Administrator
PO Box 1149
358 Third Avenue Ridgeland, SC 29936

Dear Mr. Fulghum,

The South Carolina Office of Resilience (SCOR) and South Carolina Sea Grant Consortium are pleased to inform you that several communities within Jasper County have been selected as areas of focus to receive technical support as part of the National Fish & Wildlife Foundation/NOAA funded [South Carolina Resilient Coastal Communities Collaborative Program \(RCCCP\)](#). The RCCCP is a watershed-based community engagement resilience planning partnership between the South Carolina Office of Resilience, South Carolina Sea Grant Consortium, and South Carolina Beach Advocates. This program focuses on the Salkehatchie Watershed to assess specific vulnerabilities and identify resilience projects at the local level. These assessments and identified projects will be integrated into a comprehensive resilience plan for the Salkehatchie Watershed.

The RCCCP will work with your community to 1) evaluate resilience needs, 2) provide technical assistance to assess specific vulnerabilities to flooding and other hazards, 3) assess community assets at risk, and 4) provide consultants and facilitate Community Action Teams (CATs) who will assist the community in planning for strategies and solutions to mitigate and adapt to environmental hazards and changes while enhancing the ecosystems within the community.

Please read and sign the acknowledgment at the end of this document and return via email to salkehatchie@scor.sc.gov by September 14th, 2024 to confirm that Jasper County would like to participate in the [South Carolina Resilient Coastal Communities Collaborative Program](#) and that community staff are willing to be part of the RCCCP process from identification of current and future hazards to planning for strategies and solutions. If you have any questions, please contact Karen Hardison, Salkehatchie Watershed Coordinator at (839)250-0090.

Sincerely,

Karen Hardison

Karen Hardison
Salkehatchie Watershed Coordinator
Resilience Planning

This project is a partnership between the S.C. Office of Resilience, the S.C. Sea Grant Consortium, and S.C. Beach Advocates and is being funded by the National Fish & Wildlife Foundation National Coastal Resilience Fund and NOAA.

South Carolina Office of Resilience
632 Rosewood Drive, Columbia, SC 29201

Resilient Coastal Communities Collaborative Program



ACKNOWLEDGED AND AGREED

Our Community accepts selection as a participant of the South Carolina Resilient Coastal Communities Collaborative Program (RCCCP) and agrees to fully engage with the South Carolina Office of Resilience, South Carolina Sea Grant Consortium, and the RCCCP consulting firm by assisting with discussions in community meetings about hazards, vulnerabilities, and resilience needs and by participating in the development of a portfolio of strategies and solutions to mitigate hazards and build resilience in our community.

A handwritten signature in blue ink, appearing to read "A. Fulghum", is written over a horizontal line.

Andrew Fulghum, County Administrator,
Jasper County

9-9-24

Date

This project is a partnership between the S.C. Office of Resilience, the S.C. Sea Grant Consortium, and S.C. Beach Advocates and is being funded by the National Fish & Wildlife Foundation National Coastal Resilience Fund and NOAA.



Resilient Coastal Communities Collaborative Program



Purpose

The program was developed to coordinate regional flood reduction solutions within the 7 counties and 34 municipalities in the Salkehatchie River Basin.

Our Work

Our team will work with 10 communities to co-produce reports that identify vulnerabilities to flooding and other hazards, and develop strategies to address these risks. Based on the information gathered and in coordination with communities, we will develop a comprehensive watershed-based resilience plan for the Salkehatchie River Basin.

Impact



Holistic Watershed-Based Approach

Maximize benefits and minimize negative impacts on communities, fish, and wildlife



Incorporate Nature Based Solutions

Use approaches such as living shorelines, salt marsh restoration, and better flood management



Build the Capacity of Underserved Communities

Empower them to plan for climate resilience



Produce a Watershed Resilience Planning Handbook

Provide guidance to other communities

Contact



salkehatchie@scor.sc.gov

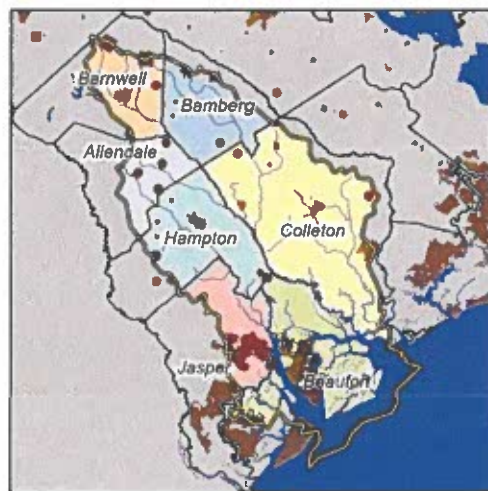


Background

There have been numerous studies, plans and coastal resilience initiatives focused on flood mitigation and resilience along the coast, however, not all communities have access to the resources necessary to conduct such planning activities, and many of these plans do not consider cross-jurisdictional impacts and solutions.

Our Approach

A watershed-based resilience planning approach considers the downstream impacts of actions through all steps of the planning process. Our program will focus on coordination across political boundaries, as water flows across political boundaries.



This project is funded as part of the National Fish and Wildlife Foundation's National Coastal Resilience Fund.



**Scan this code with your
smartphone to learn more!**



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

tlwilliams@jaspercountysc.gov

Progress Report September 4, 2024 – September 16, 2024

1. 2024 Transportation Sale Tax Referendum:

Reviewed program and educational material with Councilmember Kemp and Mayor Williams on Sept. 5. Currently working with GIS department to create a map showing all projects. Ordinance, educational handout, and map are to be placed on the County's website.

2. Capital Improvement Planning and Facility Upgrades:

Attended meeting with County staff and representatives of MB KAHN on Sept. 10 and reviewed the status of various ongoing facility projects.

3. I-95 Widening Project:

Met with consulting engineers for SCDOT and County staff on Sept. 11 to review and plan for the second leg (from Exit 8 to Exit 21) of the project.

4. Development Projects:

Met with SCA staff, outside counsel, and the County Attorney on August 21 and 28 to review active economic development projects.

5. Exit 3:

Reviewed emails re: draft response letter to August 15 letter from Robert E. Tyson, Jr., of the SC Infrastructure Bank. Signed the letter. Scheduled to attend the next "Exit 3 Lead Group" meeting on Sept. 17. I will report on project status during the Administrator's Report section of the County Council meeting on Sept. 16.

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

Council County workshop with members of the Planning Commission attending on Sept. 5, Jasper County Transportation Committee meeting on Sept. 9, Coosawhatchie Wildlife Management Area (WMA) dedication event on Sept. 11, Jasper County Airport Commission on Sept. 11, and the SC Jail Minimum Standards Review Committee meeting in Columbia on Sept. 16.

MEMORANDUM

TO: County Transportation Committee Memebers
FROM: Chad Rawls, P.E, CPM, Office of Local Government Services
DATE: September 6, 2024
RE: Donor Bonus Distribution



In the next few days donor bonus funds will be distributed to recipient County Transportation Committees. A table has been included with this memo listing donor bonus distributions, as well as recapping each Committees' recurring and one-times funding apportionments.

Since last year's donor bonus distribution the South Carolina Department of Revnue discovered a reporting error that resulted in the number of gallons of gasoline sold in York County to be significantly overstated. This effected the distribution to all donor counties. The error was corrected and the differences were applied to this year's donor bonus distribution. A second attached table shows what the original and corrected distributions were for last year, the difference between those two values, the original donor bonus distribution for this year and the adjusted donor bonus amount applying last years corrected values.

You will also find a memorandum from the South Carolina Department of Revenue attached, explaining the error.

If you have any questions regarding the donor bonus distributions for this year, or last, please don't hesistate to contact me. Chad Rawls – (803) 737-1469 rawlsci@scdot.org

As always, thank you for your continued service to the citizens in your county and across the State of South Carolina. We are fortunate to have such great partners.

Attachments



**SOUTH CAROLINA "C" PROGRAM
FORECASTED APPORTIONMENT OF FUNDS FOR FISCAL YEAR 2024-25**

This chart includes (1) projected apportionment of \$115,562,00.00, (2) a \$20,500,000.00 Donor Bonus, and (3) a non-recurring earmark of \$200,000,000.00

County	Apportionment Forecast		Donor Bonus	Apportionment Forecast + Donor Bonus	\$200 Million Non-Recurring Distribution	Total Forecast (Apportionment + Donor Bonus + Non-Recurring Distribution)
	Percent	Amount				
Abbeville	1.18%	\$ 1,363,300.00	\$ -	\$ 1,363,300.00	\$ 2,359,500.00	\$ 3,722,800.00
Aiken	3.50%	\$ 4,046,900.00	\$ 57,658.29	\$ 4,104,558.29	\$ 7,003,900.00	\$ 11,108,458.29
Allendale	0.76%	\$ 881,300.00	\$ -	\$ 881,300.00	\$ 1,525,400.00	\$ 2,406,700.00
Anderson	3.49%	\$ 4,038,300.00	\$ 562,362.71	\$ 4,600,662.71	\$ 6,988,900.00	\$ 11,589,562.71
Bamberg	0.86%	\$ 993,100.00	\$ -	\$ 993,100.00	\$ 1,718,800.00	\$ 2,711,900.00
Barnwell	1.06%	\$ 1,225,300.00	\$ -	\$ 1,225,300.00	\$ 2,120,800.00	\$ 3,345,900.00
Beaufort	2.31%	\$ 2,673,400.00	\$ 646,523.67	\$ 3,319,923.67	\$ 4,626,700.00	\$ 7,946,623.67
Berkeley	3.89%	\$ 4,496,700.00	\$ -	\$ 4,496,700.00	\$ 7,782,200.00	\$ 12,278,900.00
Calhoun	0.89%	\$ 1,029,000.00	\$ -	\$ 1,029,000.00	\$ 1,780,900.00	\$ 2,809,900.00
Charleston	4.33%	\$ 5,005,700.00	\$ 3,195,386.86	\$ 8,201,086.86	\$ 8,663,100.00	\$ 16,864,186.86
Cherokee	1.35%	\$ 1,557,700.00	\$ 22,842.96	\$ 1,580,542.96	\$ 2,695,800.00	\$ 4,276,342.96
Chester	1.36%	\$ 1,567,000.00	\$ -	\$ 1,567,000.00	\$ 2,711,900.00	\$ 4,278,900.00
Chesterfield	2.03%	\$ 2,351,600.00	\$ -	\$ 2,351,600.00	\$ 4,069,900.00	\$ 6,421,500.00
Clarendon	1.48%	\$ 1,712,500.00	\$ -	\$ 1,712,500.00	\$ 2,963,800.00	\$ 4,676,300.00
Colleton	2.15%	\$ 2,485,800.00	\$ -	\$ 2,485,800.00	\$ 4,302,100.00	\$ 6,787,900.00
Darlington	1.70%	\$ 1,966,300.00	\$ -	\$ 1,966,300.00	\$ 3,403,000.00	\$ 5,369,300.00
Dillon	1.07%	\$ 1,241,400.00	\$ 6,311.70	\$ 1,247,711.70	\$ 2,148,400.00	\$ 3,396,111.70
Dorchester	2.26%	\$ 2,615,600.00	\$ 885,047.87	\$ 3,500,647.87	\$ 4,526,800.00	\$ 8,027,447.87
Edgefield	1.18%	\$ 1,359,000.00	\$ -	\$ 1,359,000.00	\$ 2,352,000.00	\$ 3,711,000.00
Fairfield	1.40%	\$ 1,619,100.00	\$ -	\$ 1,619,100.00	\$ 2,802,000.00	\$ 4,421,100.00
Florence	2.70%	\$ 3,119,200.00	\$ 490,337.80	\$ 3,609,537.80	\$ 5,398,300.00	\$ 9,007,837.80
Georgetown	1.90%	\$ 2,197,900.00	\$ -	\$ 2,197,900.00	\$ 3,803,800.00	\$ 6,001,700.00
Greenville	5.92%	\$ 6,836,700.00	\$ 3,903,525.61	\$ 10,740,225.61	\$ 11,832,000.00	\$ 22,572,225.61
Greenwood	1.47%	\$ 1,694,000.00	\$ -	\$ 1,694,000.00	\$ 2,931,800.00	\$ 4,625,800.00
Hampton	1.10%	\$ 1,268,100.00	\$ -	\$ 1,268,100.00	\$ 2,194,700.00	\$ 3,462,800.00
Horry	5.07%	\$ 5,855,800.00	\$ 2,186,607.62	\$ 8,042,407.62	\$ 10,134,500.00	\$ 18,176,907.62
Jasper	1.22%	\$ 1,404,100.00	\$ 250,785.74	\$ 1,654,885.74	\$ 2,430,100.00	\$ 4,084,985.74
Kershaw	1.99%	\$ 2,301,300.00	\$ -	\$ 2,301,300.00	\$ 3,982,800.00	\$ 6,284,100.00
Lancaster	1.89%	\$ 2,186,400.00	\$ 31,875.27	\$ 2,218,275.27	\$ 3,783,900.00	\$ 6,002,175.27
Laurens	2.00%	\$ 2,315,100.00	\$ -	\$ 2,315,100.00	\$ 4,006,600.00	\$ 6,321,700.00
Lee	0.93%	\$ 1,072,500.00	\$ -	\$ 1,072,500.00	\$ 1,856,100.00	\$ 2,928,600.00
Lexington	3.92%	\$ 4,527,300.00	\$ 2,863,875.39	\$ 7,391,175.39	\$ 7,835,200.00	\$ 15,226,375.39
McCormick	0.98%	\$ 1,129,000.00	\$ -	\$ 1,129,000.00	\$ 1,953,900.00	\$ 3,082,900.00
Marion	1.19%	\$ 1,378,600.00	\$ -	\$ 1,378,600.00	\$ 2,385,900.00	\$ 3,764,500.00
Marlboro	1.14%	\$ 1,319,400.00	\$ -	\$ 1,319,400.00	\$ 2,283,400.00	\$ 3,602,800.00
Newberry	1.59%	\$ 1,832,900.00	\$ -	\$ 1,832,900.00	\$ 3,172,100.00	\$ 5,005,000.00
Oconee	2.30%	\$ 2,657,100.00	\$ -	\$ 2,657,100.00	\$ 4,598,600.00	\$ 7,255,700.00
Orangeburg	3.10%	\$ 3,584,500.00	\$ -	\$ 3,584,500.00	\$ 6,203,500.00	\$ 9,788,000.00
Pickens	2.13%	\$ 2,466,400.00	\$ 98,273.60	\$ 2,564,673.60	\$ 4,268,500.00	\$ 6,833,173.60
Richland	4.77%	\$ 5,517,500.00	\$ 2,481,208.03	\$ 7,998,708.03	\$ 9,549,000.00	\$ 17,547,708.03
Saluda	1.13%	\$ 1,301,000.00	\$ -	\$ 1,301,000.00	\$ 2,251,600.00	\$ 3,552,600.00
Spartanburg	4.56%	\$ 5,268,700.00	\$ 1,954,179.95	\$ 7,222,879.95	\$ 9,118,400.00	\$ 16,341,279.95
Sumter	2.18%	\$ 2,518,400.00	\$ -	\$ 2,518,400.00	\$ 4,358,400.00	\$ 6,876,800.00
Union	1.16%	\$ 1,345,900.00	\$ -	\$ 1,345,900.00	\$ 2,329,300.00	\$ 3,675,200.00
Williamsburg	1.91%	\$ 2,205,700.00	\$ -	\$ 2,205,700.00	\$ 3,817,400.00	\$ 6,023,100.00
York	3.49%	\$ 4,030,000.00	\$ 863,196.93	\$ 4,893,196.93	\$ 6,974,500.00	\$ 11,867,696.93
Total	100.00%	\$ 115,562,500.00	\$ 20,500,000.00	\$ 136,062,500.00	\$ 200,000,000.00	\$ 336,062,500.00

Area and Population are updated once every 10 years from the Census.
Rural road centerline mileages are updated annually.
Population has been updated according to 2020 Census
Area has been updated according to 2020 Census

SOUTH CAROLINA "C" PROGRAM
DONOR BONUS DISTRIBUTION FOR FISCAL YEAR 2024-25
ADJUSTED TO REFLECT CHANGES IN FISCAL YEAR 2023-24 REVENUE VALUES

County	2021 Collection 2023 Distribution (Original Distribution)	2021 Collection 2023 Distribution (Corrected Distribution)	Distribution Difference after Correction	2022 Collection 2024 Distribution (Original Distribution)	2022 Collection 2024 Distribution (Adjusted)
Abbeville	\$ -	\$ -	\$ -	\$ -	\$ -
Aiken	\$ 193,947.00	\$ 251,605.29	\$ 57,658.29	\$ -	\$ 57,658.29
Allendale	\$ -	\$ -	\$ -	\$ -	\$ -
Anderson	\$ 247,700.57	\$ 306,785.93	\$ 59,085.36	\$ 503,277.35	\$ 562,362.71
Bamberg	\$ -	\$ -	\$ -	\$ -	\$ -
Barnwell	\$ -	\$ -	\$ -	\$ -	\$ -
Beaufort	\$ 708,546.14	\$ 766,188.10	\$ 57,641.96	\$ 588,881.71	\$ 646,523.67
Berkeley	\$ -	\$ -	\$ -	\$ -	\$ -
Calhoun	\$ -	\$ -	\$ -	\$ -	\$ -
Charleston	\$ 3,194,428.87	\$ 3,366,318.37	\$ 171,889.50	\$ 3,023,497.36	\$ 3,195,386.86
Cherokee	\$ 89,486.96	\$ 112,329.92	\$ 22,842.96	\$ -	\$ 22,842.96
Chester	\$ -	\$ -	\$ -	\$ -	\$ -
Chesterfield	\$ -	\$ -	\$ -	\$ -	\$ -
Clarendon	\$ -	\$ -	\$ -	\$ -	\$ -
Colleton	\$ -	\$ -	\$ -	\$ -	\$ -
Darlington	\$ -	\$ -	\$ -	\$ -	\$ -
Dillon	\$ -	\$ 6,311.70	\$ 6,311.70	\$ -	\$ 6,311.70
Dorchester	\$ 1,082,939.27	\$ 1,152,513.07	\$ 69,573.80	\$ 815,474.07	\$ 885,047.87
Edgefield	\$ -	\$ -	\$ -	\$ -	\$ -
Fairfield	\$ -	\$ -	\$ -	\$ -	\$ -
Florence	\$ 114,142.48	\$ 157,859.24	\$ 43,716.76	\$ 446,621.04	\$ 490,337.80
Georgetown	\$ -	\$ -	\$ -	\$ -	\$ -
Greenville	\$ 2,915,578.58	\$ 3,100,519.22	\$ 184,940.64	\$ 3,718,584.97	\$ 3,903,525.61
Greenwood	\$ -	\$ -	\$ -	\$ -	\$ -
Hampton	\$ -	\$ -	\$ -	\$ -	\$ -
Horry	\$ 2,228,163.47	\$ 2,375,353.48	\$ 147,190.01	\$ 2,039,417.61	\$ 2,186,607.62
Jasper	\$ 393,694.56	\$ 424,840.47	\$ 31,145.91	\$ 219,639.83	\$ 250,785.74
Kershaw	\$ -	\$ -	\$ -	\$ -	\$ -
Lancaster	\$ 152,293.90	\$ 184,169.17	\$ 31,875.27	\$ -	\$ 31,875.27
Laurens	\$ -	\$ -	\$ -	\$ -	\$ -
Lee	\$ -	\$ -	\$ -	\$ -	\$ -
Lexington	\$ 2,057,091.69	\$ 2,184,747.60	\$ 127,655.91	\$ 2,736,219.48	\$ 2,863,875.39
McCormick	\$ -	\$ -	\$ -	\$ -	\$ -
Marion	\$ -	\$ -	\$ -	\$ -	\$ -
Marlboro	\$ -	\$ -	\$ -	\$ -	\$ -
Newberry	\$ -	\$ -	\$ -	\$ -	\$ -
Oconee	\$ -	\$ -	\$ -	\$ -	\$ -
Orangeburg	\$ -	\$ -	\$ -	\$ -	\$ -
Pickens	\$ -	\$ -	\$ -	\$ 98,273.60	\$ 98,273.60
Richland	\$ 1,780,397.34	\$ 1,911,599.63	\$ 131,202.29	\$ 2,350,005.74	\$ 2,481,208.03
Saluda	\$ -	\$ -	\$ -	\$ -	\$ -
Spartanburg	\$ 1,837,486.27	\$ 1,966,339.03	\$ 128,852.76	\$ 1,825,327.19	\$ 1,954,179.95
Sumter	\$ -	\$ -	\$ -	\$ -	\$ -
Union	\$ -	\$ -	\$ -	\$ -	\$ -
Williamsburg	\$ -	\$ -	\$ -	\$ -	\$ -
York	\$ 3,504,102.90	\$ 2,232,519.78	\$ (1,271,583.12)	\$ 2,134,780.05	\$ 863,196.93
Total	\$ 20,500,000.00	\$ 20,500,000.00	\$ -	\$ 20,500,000.00	\$ 20,500,000.00



Rhonda's Favorites:

Holiday: Thanksgiving

Season: Fall

Color: Purple

Hobbies: Baking & Relaxing

Place Traveled: Bahamas

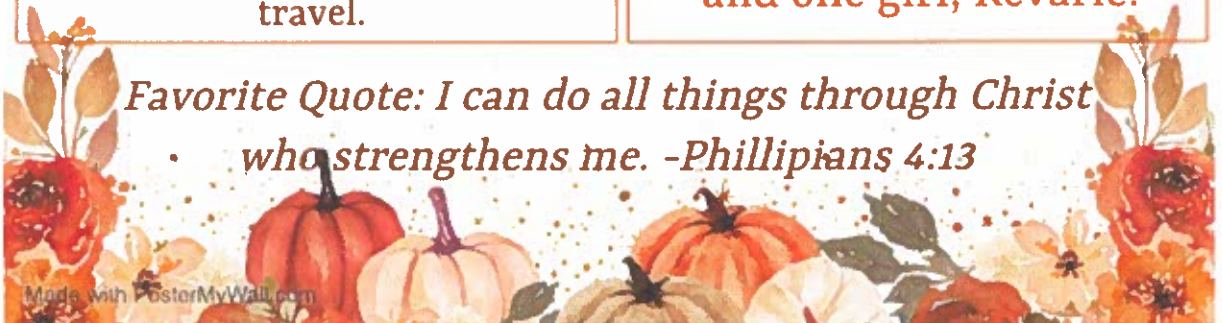
Dream Travel Destination:
Hawaii

If you won \$1,000,000, what would you do with it? I would give 10% to my Church. I would purchase a new home and travel.



Rhonda Mitchell has been with Jasper County since 1998. She currently serves as the Jasper County Tax Collector. She has two children, one boy, K. J., and one girl, Kevarie.

*Favorite Quote: I can do all things through Christ
who strengthens me. -Phillipians 4:13*



Michael J. Czymbor

Retiring



After **39** Years

of Public Administration Management

**You are cordially invited to Mr.
Czymbor's retirement celebration**

Thursday, October 24, 2024

5:00 PM – 7:00 PM

**Last Mango Theater – Latitude Margaritaville
356 Latitude Boulevard, Hardeeville, SC 29927**

**Drop by for food & drink as we celebrate
Mr. Czymbor's next chapter**

rsvp to: nparsons@hardeevillesc.gov



JASPER COUNTY TRANSPORTATION COMMITTEE

**Mary Gordon Ellis Executive Bldg.
651 Grays Highway, Ridgeland, South Carolina 29936**

Meeting Chambers

September 9, 2024

Time: 3:00 PM

Meeting Agenda

- I. **CALL TO ORDER**
- II. **INVOCATION**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **APPROVAL OF THE MINUTES**
- V. **PUBLIC COMMENTS**
- VI. **OLD BUSINESS**

ANDY FULGHUM/KIM BURGESS: UPDATE ON PROJECT (PO39857 - ENGINEERING SERVICES ASSOCIATED WITH U.S. HIGHWAY 278 IMPROVEMENTS)

RUDY SMITH, JCTC CHAIRMAN: UPDATE ON HIGHWAY 17 PAVING PROJECT

- VII. **ADJOURN**

Consent
AGENDA
ITEM's # 18-22



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	September 16, 2024
Project:	Zoning Map Amendment - Solar Farm Floating Zone
Applicant:	Moffett Solar II, LLC
Tax Map Number:	TMS# 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003 and 059-00-01-033
Submitted For:	3 rd Reading
Recommendation:	Planning Commission Recommends Approval

Description: Moffett Solar II, LLC is requesting that the Solar Farm Floating Zone (SFFZ) be applied to the subject properties as depicted on the Concept Map prepared for Moffett Solar II, LLC. The project site consists of approximately 740 acres. The site itself is bounded by Grays Highway to the east, Firetower Road to the north, and Langfordville Road to the west. Moffett Solar II, LLC is proposing a 74.9 megawatt (MW) solar farm. The electricity that will be generated from the photovoltaic (PV) solar panels will interconnect into Santee Cooper’s existing electrical grid. The anticipated project life is 40 years.

Analysis: In accordance with the SFFZ Ordinance, a concept plan has been prepared which depicts the setbacks, buffers, access roads, areas of wetlands, and areas where the solar panels will be located. As shown on the concept plan, a 100’ vegetated buffer is proposed along Grays Highway, Firetower Road, and Langford Road. Where the property abuts residential properties, a 200’ vegetated buffer is proposed and a 50’ vegetated buffer is proposed along properties that are zoned Rural Preservation, which are all heavily forested.

Other buffers include a 50’ riparian buffer around all wetlands. In addition to the buffers, a 25’ setback will be established along the interior of the bufferyards. The solar farm will have approximately 5 pods of solar panels. Each pod will be fenced in, creating a wildlife corridor and leaving the wetlands undisturbed.

Other Information: Moffett Solar II entered into a Purchase Option Agreement with the property owner, TRR Real Estate, LLC on December 18, 2017, for the purpose of developing a solar farm. TRR Real Estate intends to retain a portion of parcel number 059-00-01-002, which will be subdivided at the time of purchase or contemporaneous with the purchase of the property. The buyer and the seller have also agreed through a Memorandum of Understanding (MOU), that the bufferyard and setback requirement will be reduced to 0' once the new boundary line is created for parcel number 059-00-01-002. Although security fencing will be constructed, both parties agree solar panels will not need to be screened from view for the remaining TRR Real Estate property.

Planning Commission Recommendation: The Planning Commission recommends approval for the Solar Farm Floating Zone to be applied to parcel numbers 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003, and 059-00-01-033, and also recommends that County Council require the applicant to develop a soil monitoring plan to ensure that this project does not produce any type of surface or ground water contamination or other environmental impacts.

Attachments

1. Application provided by the applicant
2. Authorization Letter from the property owner
3. Purchase Option Agreement
4. Project Narrative
5. Conceptual Plan – Moffett Solar II, prepared by Wood.
6. Glint and Glare Study
7. Decommissioning Plan
8. Memorandum of Understanding
9. Ordinance

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: O-2024-18

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to apply the Solar Farm Floating Zone to properties bearing Jasper County Tax Map Numbers 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003, and 059-00-01-033, as shown on the Moffett Solar II Concept Plan, prepared by Wood., dated May 2024, located along Grays Highway, Firetower Road and Langfordville Road.

WHEREAS, Jasper County has adopted a Solar Farm Floating Zone to provide access to and use of solar energy systems; and

WHEREAS, the purpose of the Solar Farm Floating Zone is to set forth requirements for solar energy systems while promoting the general health, safety, and welfare of the community; and

WHEREAS, the Jasper County Planning Commission has reviewed the submitted Concept Plan for the Jasper Solar Farm and finds it to be compliant with the zoning district area requirements, setbacks, screening, buffering, landscaping, and fencing requirements as provided by the Solar Farm Floating Zone Ordinance as set forth hereafter;

WHEREAS, the Jasper County Planning Commission recommends approval by Council; and

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

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

1. Jasper County Council finds that the proposed zoning is consistent with the requirements of the Solar Farm Floating Zone and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown for the request and as illustrated in the Moffett Solar II Concept Plan; parcels bearing Jasper County Tax Map Numbers 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003, and 059-00-01-033 consisting of approximately 740 acres, located along Grays Highway, Firetower Road and Langfordville Road, the Solar Farm Floating Zone is hereby applied to the property boundary and depicted on the Jasper County Official Zoning Map.

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

**Barbara B. Clark,
Vice Chairwoman**

ATTEST:

**Wanda Giles
Clerk to Council**

ORDINANCE: # O-2024-18

First Reading: 8/02/2024

Second Reading: 9/3/2024

Public Hearing: 9/3/2024

Adopted: 9/16/2024

Considered by the Jasper County Planning Commission at it's meeting on
June 18, 2024 and July 16, 2024 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



Katherine E. Ross

Partner

t: 919.835.4671

f: 919.834.4564

katherineross@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC
Washington, DC

May 28, 2024

Via Electronic Mail

Lisa Wagner, CFM
Director of Planning and Building Services
Jasper County Planning Department
358 Third Avenue
Ridgeland, SC 29936

Re: Moffett Solar II Application

Dear Lisa,

Enclosed please find the Zoning Map Amendment application of Moffett Solar II, LLC. The submission consists of the application form, project narrative, memorandum of purchase option, property owner authorization letter, conceptual plan, Glint and Glare Report, and Decommissioning Plan (the "Rezoning Application"). A check in the amount of \$1,500 was overnighted via FedEx and received by your office today (tracking number: 776518609334).

The proposed development is a 74.9 megawatt (MW) alternating current (AC) photovoltaic solar facility (the "Project"). The Project is located on privately-owned land located between Langfordville Road to the West, Firetower Road to the North, and Grays Highway (U.S. 278) to the East. The Project, as reflected on the conceptual plan, is designed to comply with or exceed all applicable requirements of the Jasper County Zoning Ordinance, including the development standards for solar farms set forth in Section 8:7.

Thank you for your attention to this Rezoning Application. We request that the application be placed on the agenda for the June 18, 2024 Planning Commission meeting. Please let us know if you have any questions or need additional information.

Sincerely,

Katherine E. Ross

Katherine E. Ross

Enclosures

Giacomo Cernjul (via email)

PPAB 11034403v1

Parker Poe Adams & Bernstein LLP PNC Plaza 301 Fayetteville Street Suite 1400 Raleigh, NC 27601

t 919.828.0564 f 919.834.4564 www.parkerpoe.com



Jasper County Planning Department

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

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	Moffett Solar II
Address:	Moffett Solar II Attn: Giacomo Cernjul 300 Spectrum Center Dr, Suite 500 Irvine, CA 92618
Telephone:	(561) 945-1491
Email:	giacomo.cernjul@qcells.com
Property Address or Physical Location:	The project is proposed on parcels located between Langfordville Road to the west, Firetower Road to the North, and Grays Highway (U.S. 278) to the east.
Tax Map Number(s)	Portions of parcels: 059-00-01-002; 059-00-01-003; 050-00-06-002; 059-00-01-033; and 050-00-06-005.
Gross Acreage:	+/- 740 acres
Current Zoning	RED and RP
Proposed Zoning:	Solar Farm Floating Zone
Administrative Fee: (\$300 per lot) except for PDD applications	\$1,500.00
Date Mailed or Hand Delivered:	Delivered May 28, 2024
Reason for Request: (attach narrative if necessary)	The Applicant requests that the solar farm floating zone be overlaid on the above listed properties to allow for the development of a solar farm, as defined in the County zoning ordinance.

_____ Signature of Owner or Owner-Authorized Applicant (Proof) of owner-authorization required)	May 24, 2024 _____ Date
---	-------------------------------

Internal Use Only

Date Received:	
Amount Received:	
Staff Member:	

Lisa Wagner
Director of Planning and Building Services
Jasper County, SC
PO Box 1659
Ridgeland, SC 29936

Re: Authorization of applications for Moffett Solar II
Parcels: 059-00-01-002; 059-00-01-003; 050-00-06-002; 059-00-01-033; and
050-00-06-005.

Dear Ms. Wagner:

TRR Real Estate LLC ("TRR") is the owner of the above - referenced parcels that are the subject of a Zoning Map Amendment Application, and on which the Moffett Solar II solar facility is proposed to be developed. TRR has entered into purchase options for the subject property with Moffett Solar II LLC, and authorizes Moffett Solar II LLC, its consultants, and its attorneys to submit any applications necessary to obtain approvals for the development and construction of the Moffett Solar II solar facility.

Please contact me at 704-661-5251 or tomr@seas-tr.com if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Tom Rochester". The signature is written in a cursive, flowing style with a long horizontal line extending from the end of the name.

Thomas R. Rochester, Manager
TRR Real Estate, LLC

OR BK 1128 PG 1249 - 1252 (4)
202300003748 07/05/2023 11:27:00 AM
eFiled for Record in JASPER COUNTY, SC ROD
AMND Fee: \$10.00
State Tax: \$0.00 Local Tax: \$0.00
Vanessa Wright, Registrar

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Moffett Solar II, LLC
c/o Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department

AMENDMENT TO SHORT FORM MEMORANDUM OF PURCHASE OPTION AGREEMENT

THIS AMENDMENT TO SHORT FORM MEMORANDUM OF PURCHASE OPTION AGREEMENT (this "**Amendment**") is entered into as of the 28 day of June, 2023, but shall be deemed effective as of March 17, 2023 (the "**Effective Date**"), by and between TRR REAL ESTATE LLC, a North Carolina limited liability company ("**Seller**"), and GEORGETOWN SOLAR I, LLC, a Delaware limited liability company ("**Purchaser**");

Recitals

- A. Seller and Purchaser executed that certain Purchase Option Agreement dated as of December 18, 2017, as amended by that certain First Amendment to Purchase Option Agreement dated as of March 17, 2021 between Seller and Purchaser, as amended by that certain Second Amendment to Purchase Option Agreement dated as of March 31, 2022 (collectively, the "**Agreement**"), a memorandum of which was recorded on March 27, 2018, in the real estate records of Jasper County, South Carolina, in Book 973 at Page 169-175, as amended by Amendment to Short Form Memorandum of Purchase Option between Seller and Purchaser recorded on May 16, 2022, in the real estate records of Jasper County, South Carolina, in Book 1102 at Page 246 - 249 (collectively, the "**Original Memorandum**"), relating to certain real property more particularly described in the Agreement (the "**Property**");
- B. Contemporaneously herewith, the parties have entered into a Third Amendment to Purchase Option Agreement (the "**Third Amendment**") to amend various terms as more specifically set forth therein, including, without limitation, to extend the term of the Agreement and to otherwise reinstate, ratify, and affirm the other terms of the Agreement; and
- C. The parties desire to execute this Memorandum and cause the same to be recorded in the real estate records of Jasper County, South Carolina for the purposes of amending the Original Memorandum and providing third parties with notice of the Third Amendment.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing recitals are incorporated herein by reference. For purposes of this Amendment, all capitalized terms not specifically defined in this Amendment shall have the same meaning as in the Agreement.

2. **Amendment**. The second paragraph of the Original Memorandum hereby deleted in its entirety and replaced with the following:

"NOW, THEREFORE, for and in consideration of the sum of Five and 00/100 Dollars (\$5.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby confirm that Seller has granted to Purchaser the right and option to purchase that certain real property described in Exhibit A attached hereto and incorporated herein, as more fully set forth in the Option Agreement, which shall expire on the date that is three (3) years after the Effective Date, unless exercised or terminated by Purchaser, as more fully set forth in the Option Agreement. All the terms of the Option Agreement are incorporated herein by reference as if set forth verbatim."

3. **Ratification**. Except as expressly modified and amended by the provisions of this Amendment, all terms, covenants and conditions of the Agreement (except to the extent otherwise amended by the Amendment) shall remain in full force and effect in accordance with their terms.

4. **Miscellaneous**. The Agreement is incorporated herein by reference as though fully set forth herein, which Agreement may be found in the files of Landowner or Grantee at the address set forth in the recitals of this Amendment.

[Signatures on Following Page]

CONFIDENTIAL
Downloaded by:
Henry Pele
Hanwha Q Cells
Project Thunderbird
7/6/2023 4:28:43 PM EDT

IN WITNESS WHEREOF, Seller and Purchaser have caused this Amendment to be executed as of the day and year as first above written.

Witness #1:

By: [Signature]
Name: Peter B. HENNESSY

Witness #2:

By: [Signature]
Name: Jody Lewis

TRR REAL ESTATE LLC

By: [Signature]
Name: Tom Rochester
Title: President

STATE OF Massachusetts
COUNTY OF Barnstable

CONFIDENTIAL
Notarized by: [Signature]
7/6/2023 10:48 AM EDT

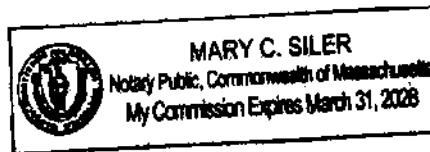
On this the 22 day of July, 2023 before me, the undersigned officer, a Notary Public, personally appeared Tom Rochester known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument who acknowledged himself/herself to be the South Carolina Drivers of TRR REAL ESTATE LLC, a North Carolina limited liability company, and that he/she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Mary C. Siler by himself/herself as such Notary

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

3/31/2028



IN WITNESS WHEREOF, Seller and Purchaser have caused this Amendment to be executed as of the day and year as first above written.

Witness #1:

By: [Signature]
Name: Kevin Chan

MOFFETT SOLAR II, LLC, a Delaware limited liability company

By: [Signature]
Name: Omar Aboudaher
Title: Authorized Signatory

Witness #2:

By: [Signature]
Name: Keegan Bartkus

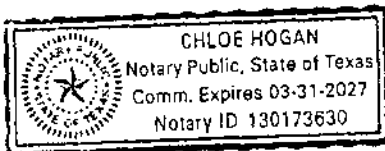
STATE OF TX)
COUNTY OF Harris) ss:

On this the 21st day of June, 2023, before me, the undersigned officer, a Notary Public, personally appeared Omar Aboudaher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself/herself to be the Authorized Signatory of MOFFETT SOLAR II, LLC, a Delaware limited liability company, and that he/she as such Authorized Signatory being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such Omar Aboudaher

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:



CONFIDENTIAL
Produced by:
7/6/2023 4:26:00 PM EDT

MOFFETT SOLAR II ZONING MAP AMENDMENT APPLICATION FOR SOLAR FARM FLOATING ZONE

PROJECT NARRATIVE

Moffett Solar II, LLC (“Applicant”) proposes to develop the Moffett Solar II Project (“Project”), on five parcels, 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003, and 059-00-01-033, which are located between Langfordville Road to the West, Firetower Road to the North, and Grays Highway (U.S. 278) to the East (the “Site”).

The Site, which consists primarily of timberland, is currently owned by TRR Real Estate, LLC. The Applicant has entered options to purchase the property on which the solar facility will be constructed. The proposed Project has a generating capacity of up to 74.9 megawatts alternating current (MWac) and includes photovoltaic (PV) solar panels (modules) mounted on a single-axis horizontal tracker racking system, inverters, a Project owned substation (the “Project Substation”), and a 115 kV utility owned switchyard. Underground collection lines transmit the electricity generated by the arrays to the Project substation where the generation is stepped up from 34.5 kV to 115 kV. The Project will interconnect to the existing electrical grid at the utility owned switchyard by a 115 kV transmission line (known as a gen-tie line).

As reflected on the Conceptual Plan, the Project is designed to meet or exceed all requirements of the Jasper County Zoning Ordinance (the “Ordinance”). In further support of its request, the Applicant provides the following:

Bufferyards, Screening, and Setbacks

The Project meets or exceed the bufferyard requirements set forth in the Ordinance, which are

Table 8:7-1

Bufferyard Requirements							
<i>Proposed Use</i>	<i>Existing Use of Adjacent Properties</i>						
	Agricultural	Single-Family Dwelling	All Other Residential Uses	Office / Institutional	Commercial/ Non-Effluent Industry	Effluent Producing Industry	Street
Solar Farm	50'	*200'	*200'	50'	25'	25'	*100'

As reflected on the Conceptual Plan, the Project is designed with the following bufferyards:

- 200-foot vegetative bufferyard from adjacent properties zoned residential
- 100-foot vegetative bufferyard from streets
- 50-foot vegetative bufferyard from adjacent properties zoned rural preservation/agricultural, all of which are heavily forested.
- 50-foot riparian buffer along wetland edges. The project proposes to supplement the riparian buffer with a cleared, grassed setback to allow maximum sunlight exposure in conformance with applicable shading guidance and for maximum stormwater runoff filtration.

Existing vegetation, which is largely forest, will be preserved within the bufferyard to provide a mature vegetative screen. If there is no existing vegetation, or if the existing vegetation is inadequate to serve
PPAB 11005573v6

as an effective screen, native tree and shrub species will be planted to provide a visual screen where required. In providing buffers and screening to meet applicable Ordinance requirements, careful thought will be used in determining vegetation types and ultimate height of growth over the 40 year project life.

The Project meets or exceeds the setback requirements set forth in the ordinance, which are 25' larger than the required bufferyard, pursuant to Ordinance § 8:7.3-3.

Fencing, Security, and Wildlife Corridors

Access to the solar arrays and Project Substation will be secured by a 6 to 7 foot chain link fence, and in no case less than 6 feet as required by the Ordinance. The required bufferyard will extend from the fence outward to adjoining property lines, and thus the fence will be screened from adjoining properties by the bufferyard.

The Project is designed such that the solar modules are in five (5) pods, also known as arrays. Each solar array is fenced. The corridors between the arrays allows for the movement of wildlife. As reflected on the Conceptual Plan, the Site is bisected, roughly north to south, by two existing transmission lines, which are not fenced and create wildlife corridors that will be undisturbed by the Project. In addition, wetlands on the Site provide a naturally existing corridor running east to west through the Project. The Project is designed to have minimal impacts to streams and wetlands. The Conceptual Plan has been developed using field verified data for wetland and water features. Where underground electrical lines and/or an access road crossing is necessary, existing roads are proposed to be used. The Project will obtain the permits required for the minimal impacts from improving the existing roads.

Height

The height of the modules on the trackers at maximum tilt will not exceed the Ordinance maximum of ten (10) feet.

Glare

The proposed solar modules are designed with anti-reflective coating that minimizes glare. The Project is designed and located to minimize impacts of glare on adjoining properties. Enclosed with the rezoning application is a Glint/Glare Report prepared by the Applicant's technical consultant Wood Group USA, LLC, which concludes that no glint or glare will be visible on adjacent properties with residences or on adjacent roadways.

Driveways

There are four proposed site entrances. Access roads include a dog leg/ meander to obscure vision from the roadway, as required by the Ordinance.

Sound

The Project is designed to avoid average/constant noise levels exceeding 50dBA at the property line, except during construction.

Transmission Lines

On-site electrical interconnections and powerlines shall be placed underground to the extent feasible.

Signage

A warning sign concerning voltage will be placed at the main gate and will display the site address, name of the solar farm operator, and a local phone number for the solar farm operator in the case of an emergency.

Decommissioning Plan

Enclosed with the Rezoning Application is a Decommissioning Plan that meets the requirements of the Ordinance at section 8:7.6. Furthermore, the Applicant understands that, prior to issuance of a development permit for the Project, the Applicant must provide a performance guarantee as set out in the Ordinance.

Comprehensive Plan Consistency

The Jasper County Comprehensive Master Plan's ("Plan") Future Land Use Map designates the Site as a Rural Conservation area. *Plan p. IV-19*. The preferred development characteristics for this area include preservation of key landscape features and thoughtful placement of new development within the existing landscape, with non-residential development in the area being appropriately buffered. *Plan p. IV-17*. Specifically, the Plan states that solar farms "are not inherently incompatible in this district but should require significant heavily vegetated buffers in order to maintain the rural landscape from the road." *Plan p. IV-18*. As shown on the Conceptual Plan and described above, the Project is designed with bufferyards that meet, and in many instances exceed, the Ordinance requirements. The Site is forested and the Applicant, who has options to purchase the property, will preserve the existing vegetation in the bufferyard. The Project has been designed to minimize or avoid impacts to the environment and to the characteristic of the area.

Glint & Glare Study

Moffett Solar II

Project No. 262154

28 May 2024

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Summary


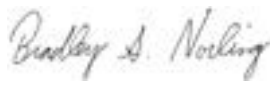
Wood has been commissioned by Moffett Solar II, LLC. (the Client) to carry out a Glint & Glare study in accordance with the requirements stipulated in Section 8:7:3 of Jasper County’s Zoning Ordinance for the Moffett Solar II project (the Project) in Jasper County, South Carolina. The proposed Project is located directly west of U.S. Hwy 278 and south of State Road S-27-87 (Figure 1). The Project site will consist of a series of monocrystalline silicon photovoltaic (PV) modules fixed to a single-axis solar tracker. It will be built on approximately 740 acres of land and have a generating capacity of 74.9 MWac. The purpose of this study is to summarize the results of solar glare analysis, if any glare is detected from resident- or road-based key observation points (KOPs), the intensity of that glare and, if applicable, eventual mitigation measures. A total of nine road-based and residential-based KOPs were identified within 0.25 mile to the north, east, west, and south of the proposed Project. These included 4 road-based KOPs along Highway 278, Langfordville Road, and Firetower Road, and a total of 5 residence based KOPs to the south, west, and north of the Project Site. Results of the study determined that no glint or glare would be visible at any of the nine residential- or road-based KOPs.

Definitions

Glint: Also known as spectacular reflections, produces as a direct reflection of the sun in the surface of the PV solar panel. This is the potential source of the visual issues regarding viewer distraction (Solargen 2010). This is a momentary flash of bright light associated with reflection off a moving surface.

Glare: A continuous source of brightness, relative to diffuse lightning. This is not a direct reflection of the sun, but rather a reflection of the bright sky around the sun. Glare is significantly less intense than glint.

Approval Record

	Name	Job Title	Signature
Prepared by:	Erika Mendoza	Renewable Energy Consultant	
Reviewed by:	Brad Norling	Senior Energy Consultant	
Date of issue:	22 May 2024		

1 Introduction and Project Overview

Wood has been commissioned by Moffett Solar II, LLC. (the Client) to carry out a Glint & Glare study in accordance with the requirements stipulated in Section 8.7.3 of The County's Zoning Ordinance for the Moffett Solar II project (the Project) in Jasper County, South Carolina. The proposed Project is located directly west of U.S. Hwy 278 and south of State Road S-27-87 (**Figure 1**). The Project site will consist of a series of monocrystalline silicon photovoltaic (PV) modules fixed to a single-axis solar tracker. It will be built on approximately 740 acres of land and have a generating capacity of 74.9 MWac. The purpose of this study is to summarize the results of solar glare analysis, if any glare is detected from resident- or road-based key observation points (KOPs), the intensity of that glare and, if applicable, eventual mitigation measures. Results of the study determined that no glint or glare would be visible at any of the nine residential- or road-based KOPs. The inputs and results of the model are described below.

2 Key Observation Points

Representative residences and roadways within 0.25 miles of the Project Boundary were evaluated as potential key observation points (KOPs). The locations of residence- and road-based KOPs were determined from an examination of the direct line-of-sight between each of the residence and the solar array and representative locations along area roadways. A total of 4 road-based KOPs and 5 residential-based KOPs were identified within 0.25 mile of the proposed Project. For each KOP, a height of 4.5 feet was added to the overall ground height to simulate the average viewing height from a vehicle or the ground floor of residence. The details regarding the identification of KOPs are presented in **Table 1**, and the locations of the KOPs are shown in **Figure 1**.

Table 1: Residence- and Road-Based Key Observation Point Details

KOP	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)	Total Elevation (feet)	Distance from Nearest PV Arrays (Feet)	Direction from KOP to Array	Type of KOP
1	32.617719° N	-81.001916° W	76.5	1,525	Southeast	Residential
2	32.622825° N	-81.023069° W	86.5	520	Southwest	Residential
3	32.630236° N	-81.015908° W	86.5	370	Northwest	Residential
4	32.642800° N	-81.006161° W	96.5	1,280	Northwest	Residential
5	32.637208° N	-81.008986° W	89.5	680	Northwest	Residential
6	32.627396° N	-80.999435° W	73.5	215	East	Road-based
7	32.618135° N	-81.016452° W	79.5	1,410	Southwest	Road-based
8	32.613780° N	-81.011457° W	76.5	135	Southwest	Road-based
9	32.635753° N	-81.012380° W	89.5	1,610	North	Road-based

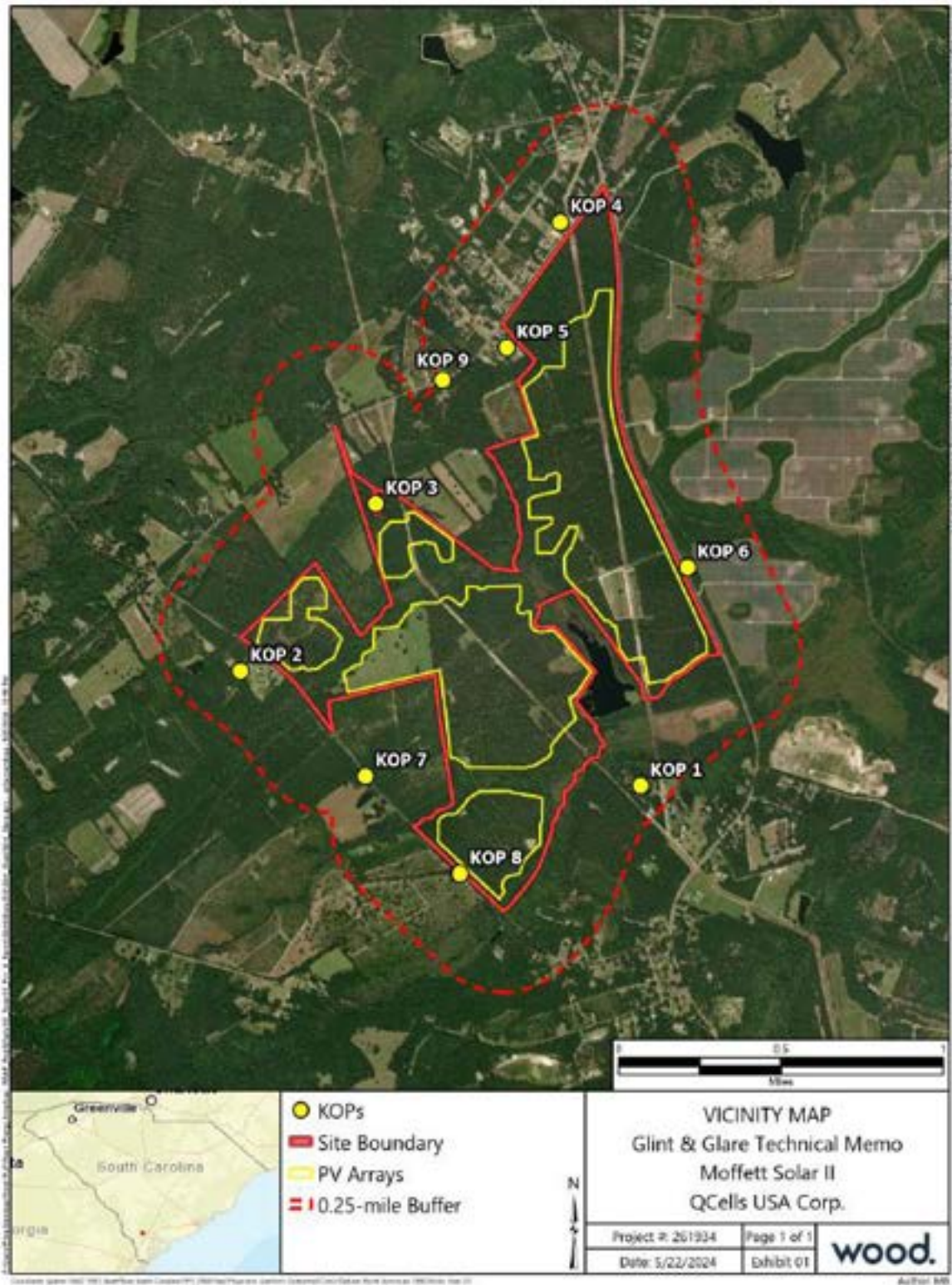


Figure 1: Vicinity Map with KOPs and 0.25-mile buffer

3 Glint and Glare Assessment Methodology

To evaluate the timing and intensity of potential Project-related glare, Wood used Forge Solar's GlareGauge solar glare analysis software (formerly the Solar Glare Hazard Analysis Tool (SGHAT)). GlareGauge is a web-based tool that determines when and where solar glare can occur throughout the year from a PV array as viewed from specified observer locations. GlareGauge uses an interactive Google Maps interface together with a few user-specified parameters such as orientation and tilt of the modules to quickly locate a site, outline the proposed array, and calculate the occurrence, intensity, and size of the potential glare throughout the year.

If glare is found, the tool calculates the retinal irradiance and subtended angle (size/distance) of the glare source to predict potential ocular hazards, ranging from a temporary after-image to retinal burn. It produces a color-coded display of the potential for glare to result in an ocular impact.

Once the area of the solar project is located and its design characteristics recorded, information on each of the glare-sensitive receptors must be input. Each of the residence-based OPs is identified on the same map as the solar arrays as an observation point, and the height of the observer is inserted. For purposes of analysis, the Project was divided into five distinct array areas as shown in **Figure 2**. The inputs to the ForgeSolar model are described below.

PV Array Parameters

Each array consisted of single-axis modules that contain shade-slope backtracking with smooth glass panels coated in antireflective material (ARC). Details of PV array parameters are as follows:

Tilt of Tracking Axis – Elevation angle of the tracking axis in degrees, where 0° is facing up and 90° is facing horizontally. The Modules rotate about the tracking axis. 0° was chosen as the modules will be facing up.

Orientation of Tracking Axis – Orientation of the tracking axis in degrees, measured clockwise from true north. In this case the value was determined to be 180°.

Offset angle of Module – The vertical offset angle between the tracking axis and the panel. No offset was chosen for the single-axis tracker.

Maximum tracking angle – The maximum angle the panel will rotate in both the clockwise and counterclockwise directions from the zenith (upward) position. The tracker racking will have a rotation limit of ±60°.

Rated Power (kW) – kW power of Solar PV plant. The DC size was used for inputs to this field. DC size of the solar array for the proposed Project is 95,000 kW in total, with that rated power divided between the five PV Arrays. The rated power of each panel can be found in **Figure 2**.

Module Surface Material – Type of PV material used and surface finish of panel. Optical surfaces are coated with thin-film anti-reflective coatings (ARC) to diminish reflection. According to specifications from the module manufacturer, it was determined that the input 'Smooth Glass with ARC' would be the most accurate option.

Reflectivity of PV module – The near-normal specular reflectance of PV glass (e.g., with AR coating) can be as low as 2%, the reflectance can increase as the incidence angle of the sunlight increases (glancing angles).

Name: PV array 1
Footprint area: 234.6 acres
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0 deg
Maximum tracking angle: 60.0 deg
Resting angle: 0.0 deg
Ground Coverage Ratio: 0.41
Rated power: 43000.0 kW
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad

Name: PV array 4
Footprint area: 31.8 acres
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0 deg
Maximum tracking angle: 60.0 deg
Resting angle: 0.0 deg
Ground Coverage Ratio: 0.41
Rated power: 4300.0 kW
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad

Name: PV array 2
Footprint area: 176.4 acres
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0 deg
Maximum tracking angle: 60.0 deg
Resting angle: 0.0 deg
Ground Coverage Ratio: 0.41
Rated power: 30000.0 kW
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad



Name: PV array 5
Footprint area: 27.3 acres
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0 deg
Maximum tracking angle: 60.0 deg
Resting angle: 0.0 deg
Ground Coverage Ratio: 0.41
Rated power: 4300.0 kW
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad

Name: PV array 3
Footprint area: 47.0 acres
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0 deg
Maximum tracking angle: 60.0 deg
Resting angle: 0.0 deg
Ground Coverage Ratio: 0.41
Rated power: 13000.0 kW
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad

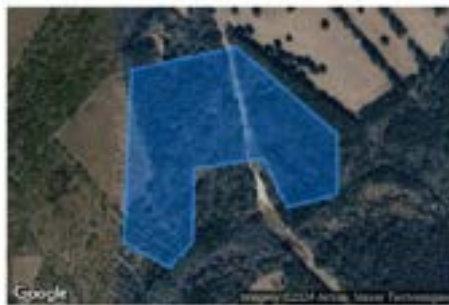


Figure 2: Model Inputs for PV-Array Areas within the Project Site

Slope error – Mirror-like surfaces that produce specular reflections will have a slope error closer to zero, while rough surfaces that produce more scattered (diffuse) reflections have higher slope errors. Based on ForgeSolar’s recommendation, a varying mrad value was used.

Latitude and Longitude – Latitude and Longitude of the PV array boundary vertices. Used to define the area covered by proposed PV Array. Latitude and longitude correspond to vertex ID’s. ForgeSolar creates a reflective plane using these values for the glint and glare assessment.

Ground Elevation – Elevation of vertices above sea level. Values are pulled into the table once the vertex is located. This is the point’s base elevation. This value is used to ‘shape’ the reflective plane used to estimate glint and glare.

Height above Ground – User input to modify/correct vertex elevation above ground. This point can be defined as ‘PV array installation height above ground’. Since this project uses a single-axis tracker system an average value of 4.5 feet was used. Actual height varies from 3 to 9 feet above ground.

Total Elevation – Is calculated after adding the ‘Ground Elevation’ and “Height above Ground”. All units are in feet.

Ground Elevation – Elevation of KOPs above sea level. Values are pulled into the table once the KOP is located. This is the point’s base elevation.

Eye level Height above ground – User input to modify/correct observer’s elevation above ground. Input values used were 5 feet added to the overall ground height to simulate the average viewing height from a vehicle and ground floor of a residence.

PV Array Vertices Parameters

Latitude and Longitude – Latitude and Longitude of PV array boundary vertices. This information is used to define the area covered by the proposed PV arrays. Latitude and longitude correspond to vertex ID’s for each of the 5 array areas. ForgeSolar creates a reflective plane using these values for the glint and glare assessment for each of the arrays.

Ground Elevation – Elevation of vertices above sea level. Values are pulled into the table once the vertex is located. This is the point’s base elevation. This value is used to ‘shape’ the reflective plane used to estimate glint and glare.

Height above Ground – User input to modify/correct vertex elevation above ground. This point can be defined as ‘PV array installation height above ground’. Since this project uses a system, an average value of 4.5 feet was used. Actual height varies from 3 to 9 feet above ground.

Total Elevation – Is calculated after adding the ‘Ground Elevation’ and “Height above Ground”. All units are in feet.

Residential- and Road-based KOP Parameters

Ground Elevation – Elevation of KOPs above sea level. Values are pulled into the table once the KOP is located. This is the point's base elevation.

Eye Level Height Above Ground – User input to modify/correct observer's elevation above ground. Input values used were 4.5 feet. A 4.5-foot average for observer's height above ground is used for residences and highways.

4 Glint and Glare Results

Results of the ForgeSolar glare analysis determined that no glint or glare would be visible at any of the nine residential or road-based KOPs. The absence of glare seen from any of the KOPs is due to the difference in the location and direction of the KOPs relative to nearby arrays, the angle of the sun, and the presence of vegetative screening between the each of the KOPs and nearby arrays. A minimum 200-foot buffer of existing mature vegetation from the property line of adjacent residential uses will be maintained and a minimum 100-foot buffer of existing mature vegetation will be maintained from public roadways (**Figure 3**). If there is no existing vegetation or if the existing vegetation is inadequate to serve as an effective screen, native tree and shrub species would be planted to provide a visual screen where required.

5 References

Pfaff J., Solargen Energy Panoche Valley Solar Farm Project Glint and Glare Study, Power Engineers Inc. Accessed May 2024.

Caddington PV Solar Farm. 2010. Review of the PV reflection studies in the public domain. Garrad Hassan & Partners Ltd. Accessed May 2024.

ForgeSolar: PV Planning and Glare Analysis. *ForgeSolar*, www.forgesolar.com/help/. Accessed May 2024.

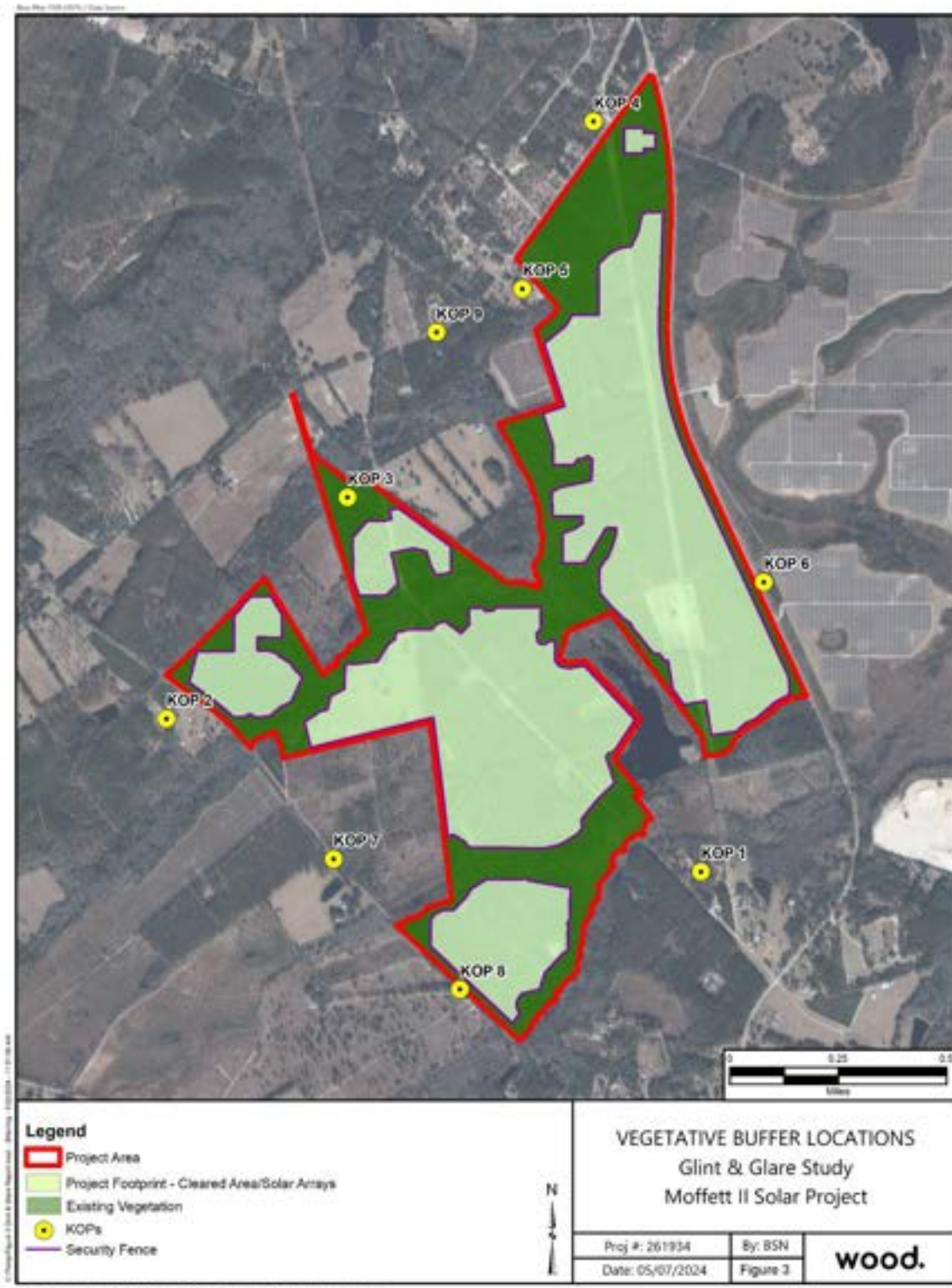


Figure 3: Existing Vegetation Buffers within the Project Site

Appendix A

Moffet

Moffet 1

Client: QCells

Created May 01, 2024

Updated May 22, 2024

Time-step 1 minute

Timezone offset UTC-4

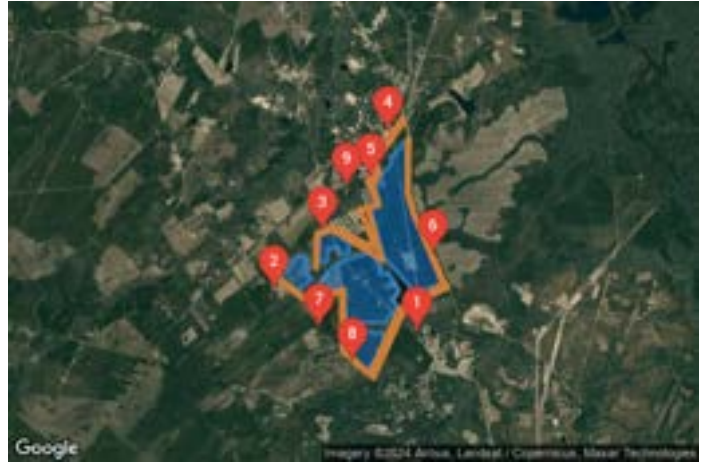
Minimum sun altitude 0.0 deg

Site ID 118685.20288

Project type Advanced

Project status: active

Category 100 MW to 1 GW



Misc. Analysis Settings

DNI: varies (1,000.0 W/m² peak)
Ocular transmission coefficient: 0.5
Pupil diameter: 0.002 m
Eye focal length: 0.017 m
Sun subtended angle: 9.3 mrad

PV Analysis Methodology: Version 2
Enhanced subtended angle calculation: On

Summary of Results No glare predicted!

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced
	deg	deg	min	min	kWh
PV array 1	SA tracking	SA tracking	0	0	126,400,000.0
PV array 2	SA tracking	SA tracking	0	0	85,460,000.0
PV array 3	SA tracking	SA tracking	0	0	37,130,000.0
PV array 4	SA tracking	SA tracking	0	0	12,940,000.0
PV array 5	SA tracking	SA tracking	0	0	12,930,000.0

PV Array(s)

Total PV footprint area: 516.1 acres

Name: PV array 1
Footprint area: 233.6 acres
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0 deg
Maximum tracking angle: 60.0 deg
Resting angle: 0.0 deg
Ground Coverage Ratio: 0.41
Rated power: 43000.0 kW
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	32.637755	-81.003268	87.75	4.50	92.25
2	32.640628	-81.003493	90.34	4.50	94.84
3	32.641323	-81.003336	87.92	4.50	92.42
4	32.641178	-81.004334	87.97	4.50	92.47
5	32.640681	-81.004194	90.80	4.50	95.30
6	32.639290	-81.005814	112.01	4.50	116.51
7	32.638648	-81.005777	119.49	0.00	119.49
7	32.638648	-81.005777	119.49	0.00	119.49
8	32.638368	-81.005825	114.44	4.50	118.94
9	32.636950	-81.007423	91.77	4.50	96.27
10	32.635964	-81.006966	76.33	4.50	80.83
11	32.635621	-81.008360	81.47	4.50	85.97
12	32.633362	-81.007545	77.47	4.50	81.97
13	32.632981	-81.008840	65.96	4.50	70.46
14	32.627017	-81.007037	58.35	4.50	62.85
15	32.622423	-81.002202	69.25	4.50	73.75
16	32.622712	-81.001258	56.62	4.50	61.12
17	32.623507	-80.998082	56.34	4.50	60.84
18	32.627845	-81.000228	77.58	4.50	82.08
19	32.632398	-81.002545	77.76	4.50	82.26
20	32.634896	-81.003389	83.49	4.50	87.99

Name: PV array 2
Footprint area: 176.4 acres
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0 deg
Maximum tracking angle: 60.0 deg
Resting angle: 0.0 deg
Ground Coverage Ratio: 0.41
Rated power: 30000.0 kW
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	32.621671	-81.018423	77.85	4.50	82.35
2	32.622864	-81.012801	80.20	4.50	84.70
3	32.618346	-81.012543	69.67	4.50	74.17
4	32.618129	-81.011685	68.38	4.50	72.88
5	32.618635	-81.010097	73.05	4.50	77.55
6	32.618635	-81.006449	56.29	4.50	60.79
7	32.619394	-81.006106	52.23	4.50	56.73
8	32.620587	-81.004690	53.26	4.50	57.76
9	32.621454	-81.005677	57.75	4.50	62.25
10	32.621924	-81.005076	52.27	4.50	56.77
11	32.622575	-81.004604	46.50	4.50	51.00
12	32.624888	-81.006149	67.62	4.50	72.12
13	32.624743	-81.007393	67.21	4.50	71.71
14	32.625900	-81.007565	69.90	4.50	74.40
15	32.626948	-81.008380	65.61	4.50	70.11
16	32.627382	-81.009067	56.40	4.50	60.90
17	32.626442	-81.012801	62.40	4.50	66.90
18	32.625430	-81.014775	66.71	4.50	71.21

Name: PV array 3
Footprint area: 47.0 acres
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0 deg
Maximum tracking angle: 60.0 deg
Resting angle: 0.0 deg
Ground Coverage Ratio: 0.41
Rated power: 13000.0 kW
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	32.615745	-81.012515	83.92	4.50	88.42
2	32.616703	-81.011807	71.32	4.50	75.82
3	32.617372	-81.010605	60.58	4.50	65.08
4	32.617552	-81.009596	70.41	4.50	74.91
5	32.617245	-81.008030	63.16	4.50	67.66
6	32.617516	-81.007172	61.58	4.50	66.08
7	32.616251	-81.006850	53.22	4.50	57.72
8	32.615221	-81.007300	57.96	4.50	62.46
9	32.613865	-81.008094	57.79	4.50	62.29
10	32.613341	-81.008802	64.78	4.50	69.28
11	32.612546	-81.009403	62.83	4.50	67.33
12	32.615203	-81.012729	82.50	4.50	87.00

Name: PV array 4
Footprint area: 31.8 acres
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0 deg
Maximum tracking angle: 60.0 deg
Resting angle: 0.0 deg
Ground Coverage Ratio: 0.41
Rated power: 4300.0 kW
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	32.625270	-81.018973	97.25	4.50	101.75
2	32.624041	-81.017450	77.90	4.50	82.40
3	32.622468	-81.019853	98.26	4.50	102.76
4	32.622902	-81.020561	92.70	4.50	97.20
5	32.624420	-81.022857	102.21	4.50	106.71
6	32.625179	-81.021119	108.79	4.50	113.29
7	32.625866	-81.021055	116.52	4.50	121.02
8	32.626679	-81.020154	113.71	4.50	118.21
9	32.627095	-81.018888	101.07	4.50	105.57
10	32.626191	-81.018287	96.63	4.50	101.13
11	32.625342	-81.018051	105.29	4.50	109.79

Name: PV array 5
Footprint area: 27.3 acres
Axis tracking: Single-axis rotation
Backtracking: Shade-slope
Tracking axis orientation: 180.0 deg
Maximum tracking angle: 60.0 deg
Resting angle: 0.0 deg
Ground Coverage Ratio: 0.41
Rated power: 4300.0 kW
Panel material: Smooth glass with AR coating
Vary reflectivity with sun position? Yes
Correlate slope error with surface type? Yes
Slope error: 8.43 mrad



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	32.630064	-81.014261	78.44	4.50	82.94
2	32.628474	-81.012072	104.63	4.50	109.13
3	32.627371	-81.012072	70.60	4.50	75.10
4	32.627137	-81.013167	71.37	4.50	75.87
5	32.628040	-81.013682	80.10	4.50	84.60
6	32.627841	-81.015184	102.89	4.50	107.39
7	32.626522	-81.015205	84.61	4.50	89.11
8	32.626016	-81.015720	76.50	4.50	81.00
9	32.626504	-81.016707	81.02	4.50	85.52
10	32.629648	-81.016535	94.77	4.50	99.27

Discrete Observation Receptors

Number	Latitude	Longitude	Ground elevation	Height above ground	Total Elevation
	deg	deg	ft	ft	ft
OP 1	32.617719	-81.001917	70.02	4.50	74.52
OP 2	32.622826	-81.023069	86.89	4.50	91.39
OP 3	32.630236	-81.015908	81.45	4.50	85.95
OP 4	32.642800	-81.006162	96.70	4.50	101.20
OP 5	32.636864	-81.008728	83.53	4.50	88.03
OP 6	32.627396	-80.999435	69.41	4.50	73.91
OP 7	32.618135	-81.016452	74.62	4.50	79.12
OP 8	32.613780	-81.011446	71.95	4.50	76.45
OP 9	32.635753	-81.012380	82.87	4.50	87.37

Obstruction Components

Name: Obstruction 1 - 100 foot Street buffer
Upper edge height: 32.8 ft



Vertex	Latitude deg	Longitude deg	Ground elevation ft
1	32.624428	-81.023324	91.39
2	32.621346	-81.018431	83.60
3	32.622437	-81.013135	76.90
4	32.615217	-81.013062	73.22
5	32.612250	-81.009319	58.68
6	32.612474	-81.009388	61.89
7	32.615226	-81.012792	80.89
8	32.622762	-81.012856	79.22
9	32.621606	-81.018413	78.36
10	32.624655	-81.023258	90.69

Name: Obstruction 2 - Existing Wetlands
Upper edge height: 32.8 ft



Vertex	Latitude deg	Longitude deg	Ground elevation ft
1	32.611684	-81.008391	61.11
2	32.620188	-81.003810	43.57
3	32.621440	-81.001278	47.46
4	32.622998	-80.997341	56.56
5	32.623559	-80.997673	58.77
6	32.621842	-81.001332	53.57
7	32.620360	-81.004465	53.49
8	32.617658	-81.005935	41.97
9	32.612326	-81.008831	53.56
10	32.611689	-81.008418	60.86

Name: Obstruction 3 - 100 foot Natural Street Buffer
Upper edge height: 32.8 ft



Vertex	Latitude deg	Longitude deg	Ground elevation ft
1	32.630659	-81.001630	72.99
2	32.623441	-80.998009	54.14
3	32.623554	-80.997779	58.38
4	32.632393	-81.002454	79.22
5	32.634914	-81.003251	84.76
6	32.641780	-81.003127	89.88
7	32.641401	-81.003289	90.33
8	32.634902	-81.003352	84.07
9	32.632404	-81.002534	78.15
10	32.630649	-81.001622	72.84

Name: Obstruction 4 - 100 foot Natural Street Buffer
Upper edge height: 32.8 ft



Vertex	Latitude deg	Longitude deg	Ground elevation ft
1	32.644275	-81.004008	94.85
2	32.638312	-81.009029	95.71
3	32.637156	-81.007871	92.69
4	32.636288	-81.009330	84.05
5	32.635529	-81.008729	89.92
6	32.637264	-81.007549	96.51
7	32.638890	-81.008042	116.01
8	32.643823	-81.003815	94.63
9	32.644275	-81.004008	94.85

Name: Obstruction 5 - Existing Wetlands
Upper edge height: 32.8 ft



Vertex	Latitude deg	Longitude deg	Ground elevation ft
1	32.632905	-81.009146	67.19
2	32.632724	-81.010347	73.32
3	32.627936	-81.008116	63.83
4	32.630637	-81.014703	78.01
5	32.629779	-81.016827	94.71
6	32.625478	-81.016924	77.12
7	32.629707	-81.016634	95.14
8	32.630194	-81.014403	79.73
9	32.626436	-81.007043	45.29
10	32.632905	-81.009146	67.19

Name: Obstruction 6 - 50 foot Agricultural Buffer
Upper edge height: 32.8 ft



Vertex	Latitude deg	Longitude deg	Ground elevation ft
1	32.635553	-81.008409	78.74
2	32.635250	-81.008291	79.11
3	32.633362	-81.007567	77.21
4	32.632716	-81.010544	73.34
5	32.632806	-81.010550	73.88
6	32.633394	-81.007701	74.42
7	32.635485	-81.008656	88.10
8	32.635553	-81.008409	78.74

Summary of PV Glare Analysis

PV configuration and total predicted glare

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced	Data File
	deg	deg	min	min	kWh	
PV array 1	SA tracking	SA tracking	0	0	126,400,000.0	-
PV array 2	SA tracking	SA tracking	0	0	85,460,000.0	-
PV array 3	SA tracking	SA tracking	0	0	37,130,000.0	-
PV array 4	SA tracking	SA tracking	0	0	12,940,000.0	-
PV array 5	SA tracking	SA tracking	0	0	12,930,000.0	-

PV & Receptor Analysis Results

Results for each PV array and receptor

PV array 1 no glare found

Predicted energy output: 126,400,000.0 kWh (assuming sunny, clear skies)

Component	Green glare (min)	Yellow glare (min)
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0

No glare found

PV array 2 no glare found

Predicted energy output: 85,460,000.0 kWh (assuming sunny, clear skies)

Component	Green glare (min)	Yellow glare (min)
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0

No glare found

PV array 3 no glare found

Predicted energy output: 37,130,000.0 kWh (assuming sunny, clear skies)

Component	Green glare (min)	Yellow glare (min)
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0

No glare found

PV array 4 no glare found

Predicted energy output: 12,940,000.0 kWh (assuming sunny, clear skies)

Component	Green glare (min)	Yellow glare (min)
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0

No glare found

PV array 5 no glare found

Predicted energy output: 12,930,000.0 kWh (assuming sunny, clear skies)

Component	Green glare (min)	Yellow glare (min)
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0

No glare found

Assumptions

- Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
- Glare analyses do not automatically account for physical obstructions between reflectors and receptors. This includes buildings, tree cover and geographical obstructions.
- Detailed system geometry is not rigorously simulated.
- The glare hazard determination relies on several approximations including observer eye characteristics, angle of view, and typical blink response time. Actual values and results may vary.
- The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.
- Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare.
- The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
- Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
- Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
- Refer to the **Help page** for detailed assumptions and limitations not listed here.

Project No. 262154

Revision 2

Decommissioning and Reclamation Plan

Moffett Solar II Project

Submitted to:

Jasper County South Carolina

Board of County Commissioners

Submitted by:

Moffett Solar II LLC

Prepared by:

Wood Group USA, LLC

Date: 5/28/24

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1.0 EXECUTIVE SUMMARY

Wood has prepared this Decommissioning and Reclamation Plan (the Plan) as part of an application for the proposed Moffett Solar II Project (the Project), in accordance with the Jasper County Zoning Ordinance 8:7.6. The purpose of this Plan is to describe the method for removing all facilities and equipment at the end of the Project duration, as well as provide a decommissioning cost and salvage value estimate. Wood's analysis shows that total estimated salvage cost of the Project, at approximately \$7,415,956, is greater than the decommissioning cost of the Project, at approximately \$6,576,853.

The decommissioning cost estimate includes disassembly and removal of major plant equipment such as modules, racking, posts and cabling, and to return the land to its predevelopment condition to the extent possible.

The salvage value estimate includes use of research of current scrap metal pricing as well as Wood's professional experience and understanding of the market.

Decommissioning and reclamation shall commence following a continuous 12-month period in which no electricity is generated by the facility other than for mechanical, repair, replacement and/or maintenance purposes, or per the approved schedule. This Plan has been developed using preliminary site layouts, designs, and equipment, which may be subject to change as the planning process matures. Moffett Solar II LLC shall notify the Zoning Administration in writing of the proposed date for shutting down the operations and facility prior to engaging in decommissioning.

The cost estimate of the Project provided in the following sections will be updated at a frequency of every five (5) years thereafter.

2.0 GENERAL PROJECT INFORMATION

The Project will consist of a 74.9 MWac solar generation facility totaling approximately 740+/- acres in Jasper County, South Carolina. The Project consists of approximately 136,080 modules on single axis 1P trackers. The project also includes equipment typical to a solar generation facility such as Photo-Voltaic (PV) inverters, medium voltage transformers, a substation, AC and DC collection cables, high-voltage transformers, a 115 kV generation-tie (gen-tie) line, and other balance of system equipment. The Project will be contained within a 6' chain-link fenced area with barb wire surrounding the PV area.

The Project is located west of State Highway 278 and is approximately 75 miles west of the city of Charleston, South Carolina.

2.1 PHOTOVOLTAIC SOLAR MODULES

The Project design comprises of 136,080 (690Wp) modules on single axis 1P trackers. The design includes approximately 4,536 strings of modules with 30 modules per string. The modules are arranged north to south on tracker tables containing either 2 or 3 strings per table.

The final quantity of PV solar modules and inverters will be finalized during the detailed engineering phase.

2.2 PV INVERTERS AND TRANSFORMERS

There will be approximately 22 PV inverters with a rating of 4,200 kW. The PV inverters will be distributed across an array of solar modules. The inverters will be skid-mounted along with the medium voltage transformers (MVTs).

2.3 COLLECTION SYSTEM AND PROJECT SUBSTATION

The proposed Project Substation will be located within the eastern perimeter of the Project. The proposed Project Substation will be located on approximately a 300' x 300' pad.

3.0 ANTICIPATED PROJECT LIFECYCLE

The Project may have a useful life of 40 years, which is the estimated life span of typical PV modules. The Client may choose to upgrade site components to achieve an operational life of approximately 40 years.

4.0 DECOMMISSIONING

The decommissioning and reclamation operations will be compliant with the applicable federal, state, and local regulations.

The decommissioning and reclamation procedure encompasses several key steps including dismantling all structures above ground, removing underground structures, hauling the disassembled equipment off-site, and restoring the areas that have been disturbed. The approximate expenses associated with dismantling and properly disposing of the major components of the Project, as well as restoring the Project site, are listed in Table 6-1. On the other hand, there are several valuable scrap components to the electrical and mechanical equipment installed on site, that can be salvaged. This primarily includes scrap steel from tracker assemblies, scrap aluminum from DC and AC cable above and below ground, copper scrap from transformers and all grounding installed and electronic scrap from all other equipment such as control boxes and weather stations. The approximate salvage value of the components of the Project is listed in Table 6-2. Any materials that can be recycled will be recycled to the greatest extent possible, while materials that cannot be recycled will be disposed off in accordance with both state and federal regulations.

The process of structure removal involves assessing and grouping all components and materials for potential reconditioning and reuse, salvage, recycling, or disposal. To optimize efficiency and reduce transportation costs and time, components and materials may be temporarily stored on-site at a pre-approved location until there is enough similar components or materials ready for transport. Subsequently, these components and materials will be transported to the appropriate facilities for reconditioning, salvage, recycling, or disposal.

4.1 PV MODULE REMOVAL

All equipment associated with the PV modules will be removed, including the string and module cables. Before disconnection and removal, the modules will be tested for functionality and inspected for damage. Modules in working condition will be packed for shipment and sent to an authorized facility for refurbishment or resale. Modules in non-working condition will be broken down into recyclable components, notably glass, and aluminum, and shipped to an off-site recycling facility. The recycling facilities may be involved with the transportation of materials to be recycled. All other module components will be properly disposed.

4.2 RACKING AND FENCING

The tracker assembly, including tracking hardware and torque tubes will be disassembled. This will be followed by the removal of tracker posts from the ground. This will be accompanied with removal of messenger wire and CAB hangers that carry the overground DC cables. The deconstructed components will form the bulk of steel scrap if salvageable. The tracker motors will be included as part of electronic scrap. The chain link fence, barbed wire and fence posts will be removed at the end of the decommissioning process to retain the security of the Project. These too will be part of the steel scrap if salvageable.

The recycling facilities may be involved with the transportation of materials to be recycled.

4.3 ELECTRIC WIRE (AC/DC) REMOVAL

All DC electrical wiring, including DC feeder cable, string harnesses and module cables will be disassembled and removed from site. These will form part of Aluminum scrap if salvageable.

All AC cable which is overhead as well as that which is buried less than 4' below the ground will be removed along with its grounding wire. These will be scrapped for Aluminum and Copper respectively if salvageable.

4.4 ELECTRICAL COMPONENTS

All inverter skids will be removed along with their MVTs. The skid concrete pads will be broken up and all remaining debris will be removed from the site. Oil from the transformers will be collected and transported to an approved disposal unit.

Additionally, all other electrical components such as Supervisory Control and Data Acquisition (SCADA) control boxes and Meteorological weather stations will be disassembled and removed from site.

All these components can be considered for re-sale or be part of electronic scrap if salvageable.

4.5 PROJECT SUBSTATION

The substation components such as transformers, circuit breakers, bus pipes, control panel, capacitor bank, insulators, and other electrical structures will be disconnected, disassembled, and safely removed. The substation concrete pad will be broken up and all remaining debris will be removed from the site. Oil from the transformer will be collected and transported to an approved disposal unit. The medium voltage (MV) feeder lines that connect the project to the substation will be dismantled, disconnected, and removed from the site.

4.6 OVERHEAD GEN-TIE LINE

The proposed 115 kV gen-tie line will be removed at the time of decommissioning if it is no longer required. All structures associated with the gen-tie line, such as support poles, electrical cabling and wiring, and conductors, will be removed and recycled as appropriate. The spots where poles are removed will be filled with native soil and compacted.

5.0 SITE RESTORATION

After all equipment, structures, and facilities have been removed from the project area, the site will be restored. Restoration activities aim to return the site as close as possible to the predevelopment condition including replanting the site with native vegetation as approved by the local environmental authority.

The project areas affected by the final removal of Project equipment, such as tracker posts, fence posts and inverter skid pads, will be recontoured to ensure that the topsoil density is consistent with the adjacent and surrounding land composition. The topsoil will be recompacted. Large rocks or obstructions will be removed from the recompacted topsoil before the topsoil is redistributed and compacted to establish the native contours and density of the site. Standard industry equipment will be used to grade the site, which will be contained to only the disturbed locations. Best Management Practices (BMPs) will be employed where applicable for erosion and sediment control, until native vegetation cover has stabilized the soil.

5.1 REVEGETATION

The disturbed areas of the project site will be restored to their native conditions as reasonably feasible through reseeding efforts. The reseeding composition will adhere to applicable standards. The reseeding effort aims to provide vegetative cover that is consistent with the adjacent vegetation density and composition. Materials such as mulch and terrace may be utilized to help stabilize the reseeded areas to prevent erosion and invasive weeds or other plants. Moffett Solar II LLC will monitor and continue the reseeding operations for 5 years from the removal or partial removal of structures on the Project site.

6.0 COST ESTIMATION

Moffett Solar II LLC is responsible for decommissioning of the Project site and shall commence decommissioning and reclamation activities approximately twelve (12) months after power production has permanently ceased, or per the approved schedule. Moffett Solar II LLC may contract with third parties to perform part or all of the decommissioning on its behalf.

The probable cost estimate for decommissioning including material salvage were prepared using equipment, labor, and salvage rates based on the project's commercial operating date of December 1, 2026. In accordance with Jasper County Zoning Ordinance 8:7.6., the cost estimate for decommissioning will be updated at a frequency of every five (5) years hereafter.

The total estimated cost of decommissioning the Moffett Solar II Project is approximately **\$6,576,853** (\$0.070/Wdc). The estimated salvage/resale/reuse value of the PV modules, steel, copper, aluminum, and other materials is approximately **\$7,415,956** (\$0.079/Wdc).

Table 6-1: Decommissioning costs without salvage

Item	Cost (\$)	\$/Wdc
General Requirements (Overhead costs including indirects, const. management, equipment, office trailers etc.)	317,368	0.003
Site Work (Backfill, re-seeding, spoils removal)	1,310,722	0.014
Fence Removal	218,101	0.002
Tracker Disassembly, Pile Removal	1,282,007	0.014
Module Removal	1,108,320	0.012
DC Electrical Removal (CAB and DC cable removal)	1,626,466	0.017
AC Electrical (MV cable and grounding removal)	713,868	0.008
Total Decommissioning w/o Salvage	6,576,853	0.070

Table 6-2: Salvage Value

Item	Type of Scrap	Unit	Cost (\$) /Unit	Disposal Quantity	Total Cost (\$)
Module Resale		Wdc	0.05		4,694,760
Inverter skids (incl. MV Transformers)	Electronic Scrap	lbs	0.24	578,394	138,815
Combiner boxes	Electronic Scrap	lbs	0.24	185,912	44,619
Fence (Chain fence and posts)	Steel Scrap	tons	313	155	48,394
Tracker and Inverter foundation piles	Steel Scrap	tons	313	1,937	606,201
Tracker motors	Electronic Scrap	lbs	0.24	131,453	31,549
Tracker Assembly	Steel Scrap	tons	313	2,629	822,898
DC CAB/Messenger Wire	Steel Scrap	tons	313	5	1,469
MV/HV Cable	Aluminum Scrap	lbs	0.60	65,727	39,436
Grounding	Copper Scrap	lbs	3.50	281,686	985,900
SCADA equipment/ MET Stations	Electronic Scrap	lbs	0.24	7,981	1,915
Total Salvage Value					7,415,956

6.1 PRICING ASSUMPTIONS

- 1) All pricing is in 2024 US Dollars (USD).
- 2) No inflation is assumed for the pricing at end of life of the Project.
- 3) Commodity salvage rates are based on 2024 scrap metal rates. Scrap metal pricing is volatile based on market conditions.
- 4) Commodity salvage rates are assumed as follows:
 - a. Metal salvage rates pricing¹ is as follows:
Copper @\$3.50/lb, Aluminum @\$0.60/lb, Steel @\$313/ton²
 - b. Electronic scrap salvage rate³ is valued @ \$0.24/lb
 - c. Aggregate scrap is crushed gravel material only (assume partial value⁴ (50%))
valued at \$7.5/CY
- 5) Photovoltaic Module salvage value is calculated at 20% of current module pricing (@\$0.25/Wdc) to be a credit of \$0.05/Wdc. This estimate will be re-evaluated based on current market conditions at the time of decommissioning⁵.
- 6) Copper transformers salvage value is priced at \$0.24/lb⁶

¹ <https://www.reliablerecyclingcenter.com/pricing/>

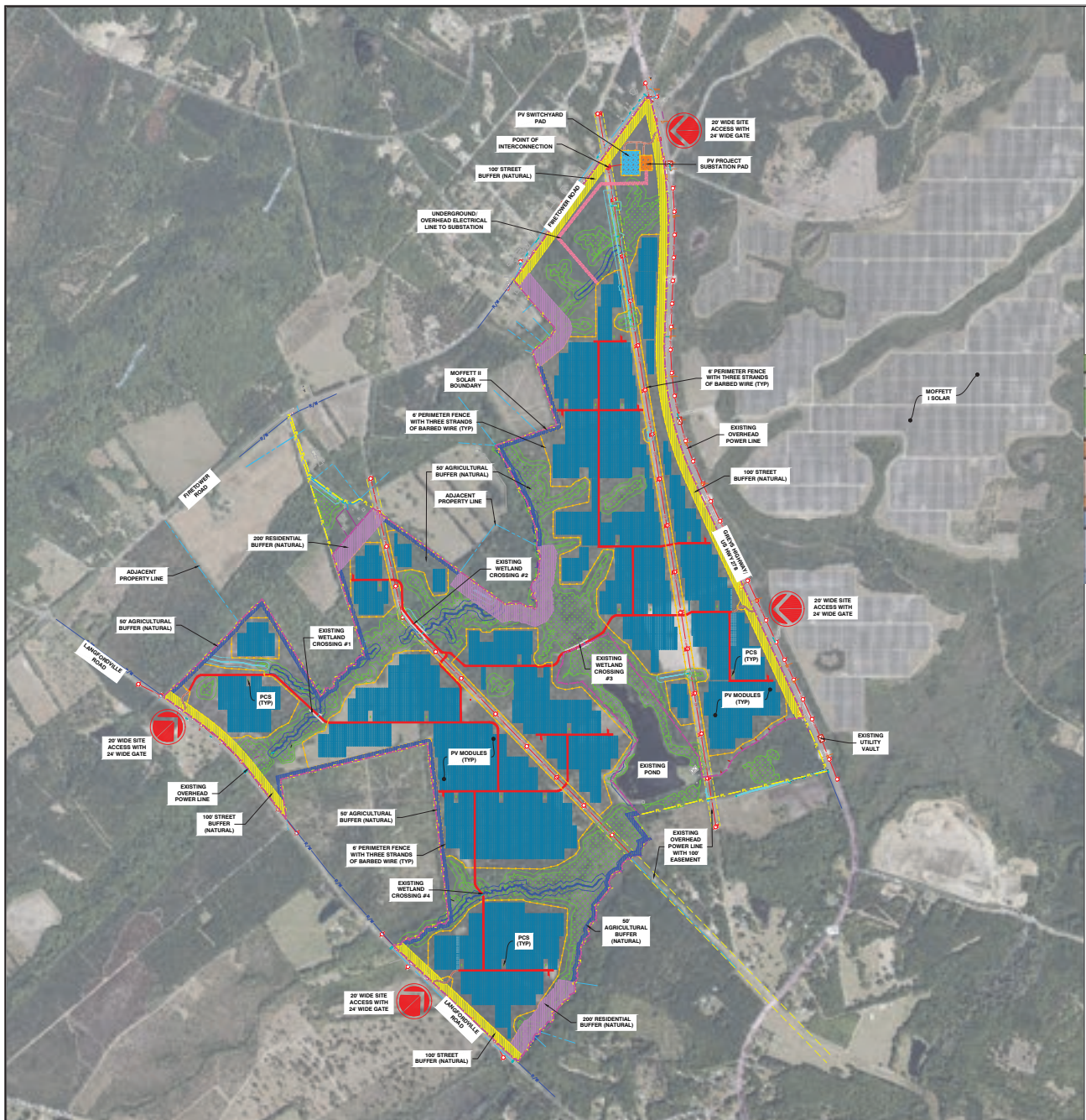
² <https://www.statista.com/statistics/209362/iron-and-steel-prices-in-the-us/>

³ <https://www.scrapmonster.com/scrap-yard/price/electronics-scrap/south-carolina/4/3405>.

⁴ <https://homeguide.com/costs/gravel-prices#:~:text=Gravel%20cost%20per%20yard,to%20%2420%20per%20cubic%20yard>.

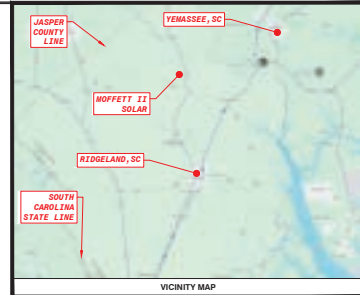
⁵ <https://psc.ky.gov/case/viewcasefilings/2022-00115>

⁶ <https://rockawayrecycling.com/metal/copper-transformers/>



LEGEND

50' AGRICULTURAL USE BUFFER (NATURAL)	[Symbol]
100' STREET BUFFER (NATURAL)	[Symbol]
200' RESIDENTIAL USE BUFFER (NATURAL)	[Symbol]
50' STREAM BUFFER	[Symbol]
80' TRIBUTARY BUFFER	[Symbol]
PROJECT SUBSTATION	[Symbol]
PROJECT SWITCHYARD	[Symbol]
SOLAR PROJECT BOUNDARY	[Symbol]
PARTICIPATING PROPERTY BOUNDARY	[Symbol]
EXISTING TRANSMISSION LINES	[Symbol]
EXISTING UTILITY SADDLES	[Symbol]
PROPOSED INTERNAL ROADS	[Symbol]
PROPOSED FENCE	[Symbol]
WETLAND FEATURE WITH 50' BUFFER	[Symbol]
ADJACENT PROPERTY LINE	[Symbol]
POINT OF INTERCONNECTION	[Symbol]



PV SYSTEM SPECIFICATION

SYSTEM	ENTIRE POWER PLANT
SYSTEM SIZE AC (@POI)	KWac 74,900
SYSTEM SIZE DC	KWdc 93,895

(Per Zoning Ordinance Section 8.7.3.1) Bufferyard Requirements (As measured from Property Line)

Existing Use of Adjacent Properties							
Proposed Use	Agriculture	Single Family Dwelling	All Other Residential Use	Office/ Institutional	Commercial/ Non-Effluent Industry	Effluent Producing Industry	Street
Setback (ft)	50'	50'	50'	50'	50'	50'	50'

(Per Zoning Ordinance Section 8.7.3.1) Setback Requirements (As measured from Property Line)

Setback Requirements							
Proposed Use	Agriculture	Single Family Dwelling	All Other Residential Use	Office/ Institutional	Commercial/ Non-Effluent Industry	Effluent Producing Industry	Street
Setback (ft)	50'	50'	50'	50'	50'	50'	50'

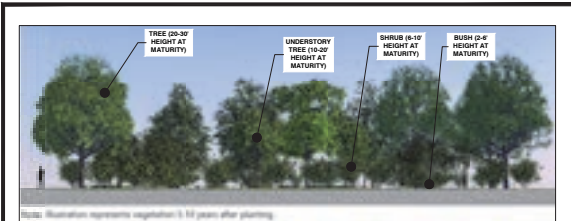
(Per Zoning Ordinance Section 7.4) Riparian Buffers (As measured from Water Source Edge)

Riparian Buffers				
Proposed Use	Critical Areas (Stream Banks, Wetlands, Beach/Dune System)	Traditional Wetlands, Subwatershed or Freshwater	Non-traditional Wetlands, Subwatershed or Freshwater	Rivers, Streams (non-critical area)
Setback (ft)	50'	50'	50'	50'

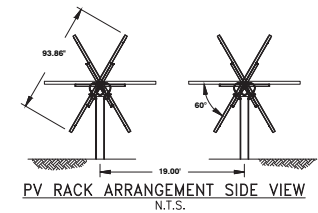
wood
WOOD RENEWABLES PROJECT DEVELOPMENT & ENGINEERING
3415 Grayhawk Drive, Suite 200
Austin, TX 78731
WWW.WOODGROUP.COM

REVISION	DATE	BY	CHKD	APP'D

PROJECT: MOFFETT II SOLAR PROJECT
SOLAR PROJECT
JASPER COUNTY, SOUTH CAROLINA
TITLE: CONCEPTUAL PV LAYOUT



NOTE: THE TYPE AND NUMBER OF PLANTS ARE TO BE DETERMINED AT TIME OF DEVELOPMENT PERMIT APPROVAL. THE OBJECTIVE IS TO CREATE A VISUAL SCREEN FROM ROAD/PROPERTY LINE IN LOCATIONS WHERE NATURAL VEGETATION IS LIMITED.



0 150' 300' 600' 1200'
1"=600'-0"

WORK SAFELY

acells

DATE: MAY 20, 2024

PRELIMINARY

DATE: MAY 20, 2024

SCALE: 1" = 600'

PROJECT NUMBER: 262154

DRAWING NUMBER: 262154-US-PD-DWG-C100

SHEET NUMBER: C100

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR JASPER COUNTY
ORDINANCE NO. O-2024-11

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 MOFFETT SOLAR II, 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; 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 Moffett Solar II Park (“Park”) by entering into an Agreement for Development of a Joint County Industrial and Business Park (Moffett Solar II) 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, Moffett Solar II, LLC (“Sponsor”), a company previously known to the County as Project Icarus, desires to establish a solar energy generation facility in the County through the acquisition, lease construction, and purchase of certain land, buildings, furnishing, fixtures apparatuses and equipment in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$90,000,000;

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 (1) 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; (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; and

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

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

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

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

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

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

Section 3. *Amendment of Ordinance.* This Ordinance was previously before Council to approve the Fee Agreement, the Park Agreement and a Development Agreement between the County and the Sponsor (“Development Agreement”). County Council has confirmed its desire to approve the Development Agreement by means of a separate Ordinance [number] enacted on [], 2024.

Section 4. *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 County Council of Hampton County, South Carolina.

Section 5. *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 6. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

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

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

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

Ordinance # O-2024-11

First Reading: April 15, 2024

Second Reading: May 6, 2024

Public Hearing: May 6, 2024

Refresher Reading: September 3, 2024

Third Reading: September 16, 2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder Date: _____

EXHIBIT A
FORM OF FEE AGREEMENT

EXHIBIT B
FORM OF PARK AGREEMENT

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

BETWEEN

MOFFETT SOLAR II, LLC

AND

JASPER COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF SEPTEMBER [], 2024

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- Exhibit A – Description of Property
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**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	Moffett Solar II, LLC	Section 1.1
Project Location	Jasper County, South Carolina	Exhibit A
Tax Map No.	059-00-01-003, 050-00-06-005, 050-00-06-002, 059-00-01-033, and 059-00-01-002.	Exhibit A
FILOT		
• Phase Exemption Period	30 years	Section 1.1.
• Contract Minimum Investment Target	\$90,000,000	Section 1.1
• Contract Minimum Jobs Requirement	NA	Section 1.1.
• Investment Period	5 years	Section 1.1
• Assessment Ratio	6%	Section 4.1(a)(ii)
• Millage Rate	.343	Section 4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1(a)(iii)
• Claw Back Information	Failure to invest \$2.5 million during the Investment Period terminates the Fee Agreement	
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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of September 16, 2024, between Jasper County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Jasper County Council (“*County Council*”) as the governing body of the County, MOFFETT SOLAR II, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and previously known to the County as Project Icarus (“*Sponsor*”).

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 establish a commercial enterprise (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$90,000,000;

(d) By an ordinance enacted on September 16, 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 locate 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, 2027.

“**Contract Minimum Investment Target**” means a taxable investment in real and personal property at the Project of not less than \$90,000,000.

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

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

“**Credit Term**” means the years during the Fee Term in which the Special Source Revenue 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.

“**Final Output**” shall mean the final power output capacity of the Project as reported to the South Carolina Public Service Commission upon bringing the Project online and measured to the hundredth decimal point in MWac. The Sponsor shall report the Final Output to the County in writing

contemporaneously with its report to the South Carolina Public Service Commission, and upon receipt of the Final Output, the County will calculate the Fixed FILOT Payment.

“**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, 2056, the Final Termination Date is expected to be December 31, 2058, 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.

“**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, 2032.

“**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 (Moffett Solar II), dated as of September [], 2024, between the County and Hampton County, South Carolina.

“**MWac**” means megawatts of alternating current.

“**Net FILOT Payment**” means the FILOT Payment net of the Special Source Revenue 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 29th 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.

“**Special Source Revenue Credit**” means the special source revenue credit provided to the Sponsor pursuant to Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Special Source Revenue Credits are to be used for the payment of the costs of the Infrastructure.

“**Sponsor**” means Moffett Solar II, 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 an entity that participates in the investment 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," as identified in the Act, by adopting an Inducement Resolution on April 1, 2024.

(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 solar 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.

(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 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, 2027. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the construction or 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 determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years) multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to .343, 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) The FILOT Payment calculated in Section 4.1(a) above shall be referred to as the “Base FILOT Payment.” Subject to the terms and conditions of this Fee Agreement, the Base FILOT Payment shall be adjusted each year to produce the “Net FILOT Payment” due. The Net FILOT Payment that the Company or any Sponsor Affiliate shall be required to pay shall equal the sum during each year of the term of the Fee Agreement set forth on Schedule I. In years in which the Net FILOT Payment is lower than the Base FILOT Payment, an Infrastructure Credit shall be applied to the Base FILOT Payment and shall equal the difference between the Base FILOT Payment and the Net FILOT Payment for such year. In years in which the Net FILOT Payment is higher than the Base FILOT Payment, the Base FILOT Payment shall be increased to equal the Net FILOT Payment.¹ The FILOT Payments shall be in lieu of all *ad valorem* tax payments that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement. The FILOT Payments shall not be in lieu of any statutorily authorized fee or charge imposed by the County to support its operations.

The amount of the Net FILOT Payment is based upon the assumption that the Project has a 74.9 MWac capacity rating and that the Company will pay \$2,900 per MW increased 3% on an annual basis with the Net FILOT Payment in years 21 through 30 to be \$3,500. If the capacity rating of the Project changes to either lesser or greater than 74.5 MWac, which change shall be measured as of the last day of the prior fiscal year, the Company shall notify the County, and the Net FILOT Payment shall be adjusted by the same proportion subject to the floor established in this paragraph. For example, and by way of example only, if the Project’s capacity rating is increased to 82.5 MW, the Net FILOT Payment shall be increased by 10%. In no event shall the Net FILOT Payment equal less than 90% of the NET FILOT Payment set forth in a given year on Schedule I.

(c) 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:

¹ If it is determined that the Company and County may not simply agree upon a higher payment than the Base FILOT Payment, the assessment ratio for any year in which the Net FILOT Payment is higher than the Base FILOT Payment shall be adjusted to an assessment ratio that causes the Base FILOT Payment to equal the Net FILOT Payment.

(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. Special Source Revenue Credits. To assist in paying for costs of Special Source Revenue, the Sponsor is entitled to claim a Special Source Revenue 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 Special Source Revenue Credit is described in Exhibit C. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Special Source Revenue 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 and reflecting the Special Source Revenue Credit. Provided, however, the Sponsor shall be required to report the Final Output to the County prior to the County preparing an annual bill with respect to the Project. Provided further that upon receipt of the Bill, Sponsor agrees to timely remit the Net FILOT Payment.

ARTICLE VI CLAW BACK

Section 6.1. Claw Back. In the event that the cost of the Project (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company shall pay the County an amount pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of Net FILOT Payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest as provided in Section 12-54-25 of the Code. In the event that the Company's investment in the Project

attains the Act Minimum Investment Requirement by the end of the Investment Period, but thereafter falls below the Act Minimum Investment Requirement (without regard to depreciation) prior to the Final Termination Date, this Fee Agreement shall terminate.

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

ARTICLE IX SPONSOR 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:

Moffett Solar II, LLC
c/o Hanwha Q CELLS USA Corp.
300 Spectrum Center Drive, Suite 1250
Irvine, CA 92618
Attn: Patrick Brown

WITH A COPY TO:

Hanwha Q CELLS USA Corp.
Legal Department
300 Spectrum Center Drive, Suite 1250
Irvine, CA 92618
Attn: General Counsel

IF TO THE COUNTY:

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

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

MOFFETT SOLAR II, LLC

By: _____

Its: _____

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

SCHEDULE I
NET FILOT PAYMENTS

Year	FILOT Payments
1	\$217,500.00
2	224,025.00
3	230,746.00
4	237,668.00
5	244,798.00
6	252,142.00
7	259,706.00
8	267,498.00
9	275,522.00
10	283,788.00
11	292,302.00
12	301,071.00
13	310,103.00
14	319,406.00
15	328,988.00
16	338,858.00
17	349,024.00
18	359,494.00
19	370,279.00
20	381,388.00
21	3,500.00
22	3,500.00
23	3,500.00
24	3,500.00
25	3,500.00
26	3,500.00
27	3,500.00
28	3,500.00
29	3,500.00
30	3,500.00

EXHIBIT A
PROPERTY DESCRIPTION

Parcel Identification Numbers (PINs) 059-00-01-003 (139.9 acres), 050-00-06-005 (3.7 acres), 050-00-06-002 (87.6 acres), 059-00-01-033 (47.6 acres), and 059-00-01-002 (461.8 acres), respectively. In total, the subject property is approximately 740.6 acres.



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 [DATE] (“Fee Agreement”), between Jasper County, South Carolina (“County”) and MOFFETT SOLAR II, LLC (“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 SPECIAL SOURCE REVENUE CREDIT

A Special Source Revenue Credit in an amount necessary in each year to yield the Net FILOT Payment described in Section 4.1(b) for the Project through the period ending on the Phase Termination Date for the final Phase of the Project.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF JASPER)
)
 COUNTY OF HAMPTON)
)

**AGREEMENT FOR DEVELOPMENT OF
 A JOINT COUNTY INDUSTRIAL AND
 BUSINESS PARK (MOFFETT SOLAR II)**

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 [the later of the third reading date for Jasper or the third reading date for Hampton for the MCIP ordinance - just bracket the anticipated date and we will remove the brackets later], by and between Jasper County, South Carolina (“Jasper County”) and Hampton County, South Carolina (“Hampton County”).

RECITALS

WHEREAS, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. [] enacted by Jasper County Council on September 16, 2024, and Ordinance No. [#], enacted by Hampton County Council on [Hampton third reading date], 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 (Moffett Solar II), 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 Moffett Solar II, 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, 2027, 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 the 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
(Moffett Solar II Jasper County/Hampton County Park)*

HAMPTON COUNTY, SOUTH CAROLINA

By: _____
Charles H. Phillips, Chairman of County Council
Hampton County, South Carolina

(SEAL)

Attest:

By: _____
Aline Newton, Clerk to County Council
Hampton County, South Carolina

*signature page 2 to Agreement for Development of a Joint County Industrial and Business Park
(Moffett Solar II Jasper County/Hampton County Park)*

Exhibit A

Legal Description

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-2024-20

ORDINANCE OF JASPER COUNTY COUNCIL

An Ordinance authorizing the sale of TMS 048-00-01-026, approximately five (5) acres, to Gopher Hill Holdings, LLC, or its assigns, and to authorizing the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to Gopher Hill Holdings, LLC, or its assigns, and matters related thereto.

WHEREAS, Jasper County and Gopher Hill Holdings, LLC (“GHH”) have negotiated the terms of a Contract for the Purchase and Sale of Commercial Real Property (“Agreement”) between them by which Jasper County would sell, by and through St. Peters Parish/Jasper County Public Facilities Corporation, and GHH would purchase a parcel of land totaling approximately five (5) acres located at the Cypress Ridge Industrial Park, said parcel having TMS 048-00-01-026, for the sales price of \$1,050,000.00 in order to expand and grow the existing commercial enterprise of GHH located adjacent thereto; and

WHEREAS, the Jasper County Council on July 15, 2024 passed Resolution R-2024-21, ratifying the Agreement previously conditionally executed by the Administrator on behalf of Jasper County, a copy of said Agreement being attached to the Resolution; and

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

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

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

1. Jasper County Council adopts the foregoing recitals as part of this Ordinance, and approves the sale of the referenced County property upon the terms and conditions of the Agreement;

2. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver on behalf of Jasper County”) a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser as more particularly described in the Agreement, as modified.

3. In connection with the execution and delivery of the deeds and other documents authorized hereunder, the County Administrator, with the advice and counsel of the County Attorney, and the law firm of Harvey & Battey, P.A., is fully authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, amendments, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.

4. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the contracts, contract amendments, deeds, acceptance of the deeds from Gopher Hill Holdings, LLC and its affiliates, including the negotiation of the terms related thereto and any other agreements prior to the enactment of this Ordinance are ratified and confirmed.

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

Done this _____ day of _____, 2024.

 Barbara B. Clark, Vice Chairwoman

ATTEST:

 Wanda Giles, Clerk to Council

ORDINANCE # O-2024-20

First Reading: 08.19.2024
 Second Reading: 09.03.2024
 Public hearing: 09.03.2024
 Adopted: 09.16.2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

 David L. Tedder Date: _____

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-21

ORDINANCE OF JASPER COUNTY COUNCIL

An Ordinance authorizing the sale to SC Grays LLC of a 1.47 acre parcel being subdivided out of the original 258.45 acre Parcel B, Parcel B being shown on a Plat recorded at Plat Book 22 at Page 233, with such 1.47 acre parcel being shown on an individual plat, being a portion of tax parcel 048-00-01-009, and to authorize the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to SC Grays LLC, or its assigns, and matters related thereto.

WHEREAS, Jasper County and SC Grays, LLC (“SC Grays”) have negotiated the terms of a proposed Contract for the Purchase and Sale of Commercial Real Property (“Agreement”) between them by which Jasper County would sell, by and through St. Peters Parish/Jasper County Public Facilities Corporation, and SC Grays would a parcel of land totaling approximately 1.47 acres located at the Cypress Ridge Industrial Park and adjacent to and abutting property already owned by SC Grays, said parcel being a portion of TMS 048-00-01-009, in order to expand and grow the existing commercial enterprise located adjacent thereto; and

WHEREAS, the Jasper County Council on April 15, 2024, approved the negotiation and execution of the Agreement by the Administrator on behalf of Jasper County; and

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

WHEREAS, a new subdivision survey of the property to be conveyed has been created, and County Council desires to utilize this survey as the legal description of the property in the deed and related documents; and

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

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

1. Jasper County Council adopts the foregoing recitals as part of this Ordinance, and approves the sale of the referenced County property, as described by the new subdivision plat attached hereto as Exhibit "A," upon the terms and conditions of the Agreement;
2. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser this transaction as more particularly described in the Agreement, as modified.
3. In connection with the execution and delivery of the deeds and other documents authorized hereunder, the County Administrator, with the advice and counsel of the County Attorney, is fully authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, amendments, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.
4. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the contracts, contract amendments, deeds, including the negotiation of the terms related thereto and any other agreements prior to the enactment of this Ordinance are ratified and confirmed.
5. This Ordinance shall take effect upon approval of the Council.

Done this _____ day of _____, 2024.

Barbara B. Clark, Vice Chairwoman

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE # O-2024-21
First Reading: 07.15.2024

Second Reading: 09.03.2024
Public hearing: 09.03.2024
Adopted: 09.03.2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

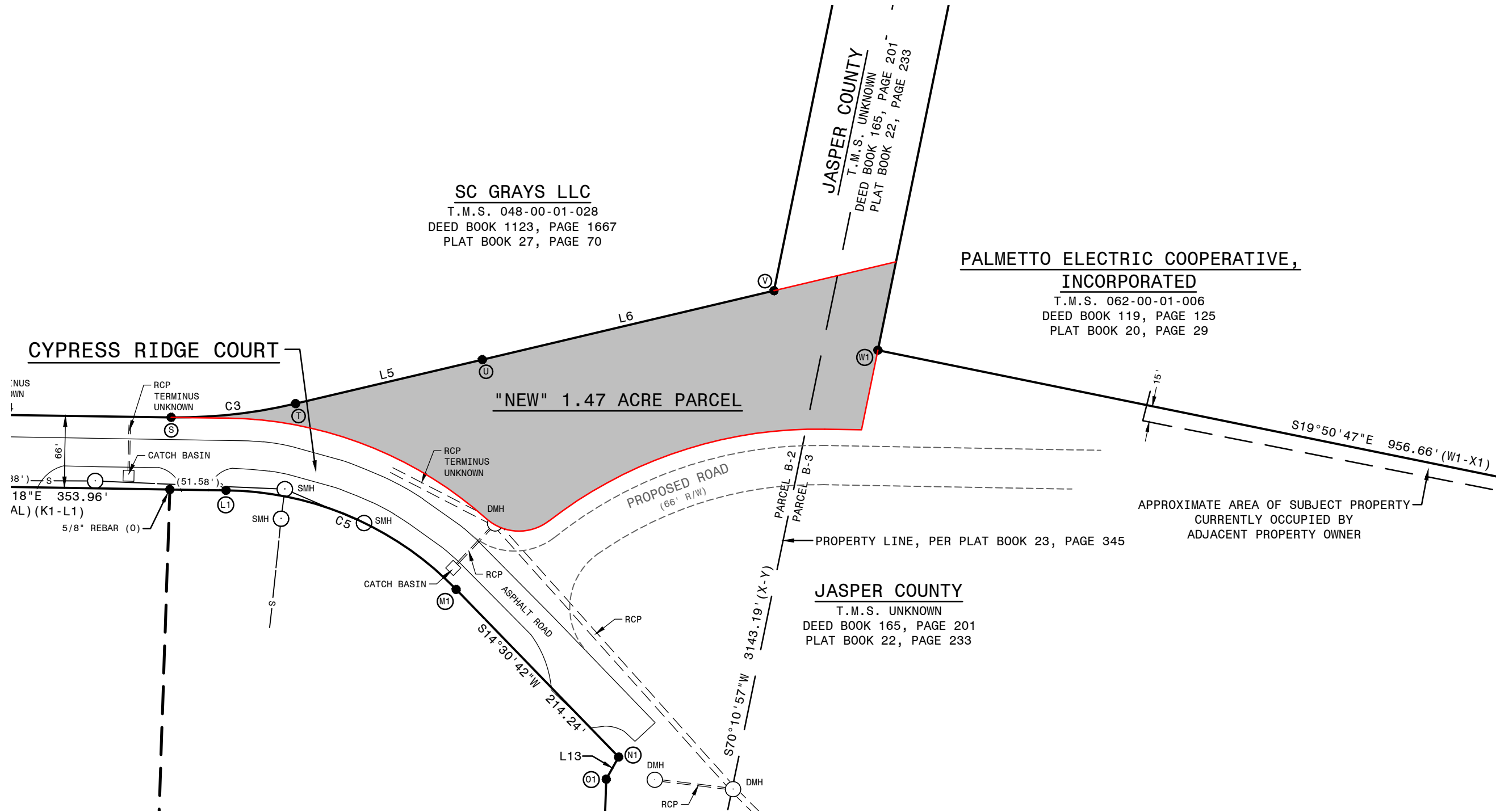
David L. Tedder Date: _____

SC GRAYS LLC
T.M.S. 048-00-01-028
DEED BOOK 1123, PAGE 1667
PLAT BOOK 27, PAGE 70

JASPER COUNTY
T.M.S. UNKNOWN
DEED BOOK 165, PAGE 201
PLAT BOOK 22, PAGE 233

**PALMETTO ELECTRIC COOPERATIVE,
INCORPORATED**
T.M.S. 062-00-01-006
DEED BOOK 119, PAGE 125
PLAT BOOK 20, PAGE 29

JASPER COUNTY
T.M.S. UNKNOWN
DEED BOOK 165, PAGE 201
PLAT BOOK 22, PAGE 233



**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2024-10

RESOLUTION OF JASPER COUNTY COUNCIL

Ratifying the Execution of an Agreement for the Purchase and Sale of 1.7 acres of land at Cypress Ridge Industrial Park, SC , a portion of TMP 048-00-01-010

WHEREAS, the SC Grays, LLC (“Purchaser”)has expressed an interest in purchasing property located at the Cypress Ridge Industrial Park owned by Jasper County, South Carolina, (hereinafter “Seller”), by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation, having a Tax Parcel Identification of TMP 048-00-01-010 (“the Property”), upon the terms and conditions of that certain Letter of Intent last executed on February 5, 2024,said Letter of Intent having been ratified by Jasper County Council pursuant to Resolution R-2024-06; and

WHEREAS, this property is adjacent to developed property now under the ownership of Purchaser, formerly generally known as the Be Green Packaging Site, and Purchaser desires to acquire the Property for future expansion; and

WHEREAS, the Agreement of Purchase and Sale has been negotiated and executed by the Purchaser, and by the County Administrator on behalf of Jasper County, specifically being subject to ratification by County Council; and

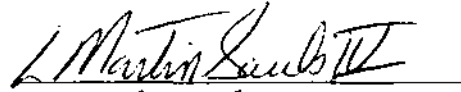
WHEREAS, Jasper County Council is of the belief that it is in the best interest of the County and its citizens to ratify this Purchase and Sale Agreement with SC Grays, LLC, and complete the sale in due course, which will require adoption of an ordinance authorizing the transfer of the Property;

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby ratifies the Agreement for Purchase and Sale executed by the County Administrator on April 2, 2024, (a copy of which is attached hereto as Exhibit A), and the actions of the County Administrator taken to date to facilitate the sale of the aforesaid property; and

IT IS FURTHER RESOLVED THAT the County Attorney is directed to prepare an Ordinance for adoption by the County Council authorizing the transfer of the

Property in accordance with the terms and conditions of the Agreement of Purchase and Sale.

This Resolution No. R-2024-10 made this 15th day of April, 2024.



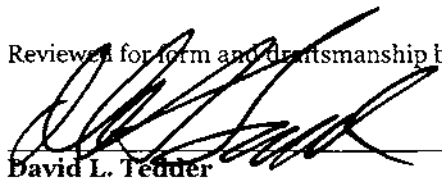
L. Martin Sauls, IV
Chairman

ATTEST:



Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.


David L. Tedder

4-15-24
Date

Attachment:

Agreement of Purchase and Sale with Sketch Drawing

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

Witnesses:

SELLER:

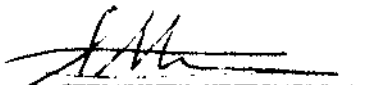
JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation

By: _____ (SEAL)

Name _____

Its: _____

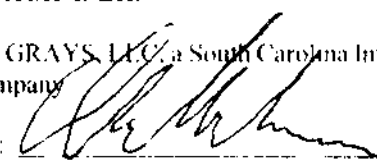
Date: _____



IGOR MITNIK

PURCHASER:

SC GRAYS, LLC, a South Carolina limited liability company

By:  (SEAL)

Name: Oleg Mitnik

Its: Authorized Member

Date: 03/25/24

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the “**Agreement**”) by and between JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter “**Seller**”), by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation, and SC GRAYS, LLC, a South Carolina limited liability company (hereinafter “**Purchaser**”). The Agreement is effective as of the date the last of Seller or Purchaser executes this Agreement (the “**Effective Date**”).

RECITALS:

1. Seller owns certain real property in Jasper County, South Carolina, more specifically identified as that certain tract or parcel of land being located in Jasper County, South Carolina consisting of 1.703 acres, more or less, being a portion of TMS# 048-00-01-010, as generally depicted on Exhibit “A” attached hereto and by this reference made a part hereto, having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, together with any improvements thereon and all easement rights, personal property, contract rights, permits, licenses and other rights benefitting and pertaining to the Property (collectively, the “**Property**”).

2. Purchaser desires to purchase the Property.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and with the foregoing recitals incorporated herein by reference, the parties agree as follows:

1. **Property.** Seller agrees to sell and Purchaser agrees to purchase, the Property upon the terms and conditions hereinafter set forth..

2. **Purchase Price; Earnest Money.**

2.1 **Purchase Price.** The purchase price for the Property shall be Sixty Thousand and No/100 Dollars (\$60,000.00) (“**Purchase Price**”), to be paid as follows:

a. \$10,000.00, earnest money deposit, the receipt of which is acknowledged (to be held by the escrow agent named below) and applied against the Purchase Price at Closing;

b. \$50,000.00, representing the balance of the purchase price to be due and payable at closing (as defined below), and such costs as are Purchaser’s responsibility, subject to such adjustments and prorations provided herein.

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

2.3 **Earnest Money.**

Within five (5) days of the Effective Date, Purchaser will deposit with Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP (the “**Escrow Agent**”), by wire transfer, the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the “**Earnest Money**” or the “**Deposit**”). The Earnest Money shall be fully refundable during the Due Diligence Period (as defined herein). Thereafter, the Earnest Money shall be deemed non-

refundable to Purchaser, except in the event of a Seller default or as otherwise provided for herein. Unless earlier disbursed, the Earnest Money shall be disbursed to Seller and credited against the Purchase Price at the Closing. The Earnest Money shall be held in a non-interest bearing IOLTA trust account. If Purchaser fails to timely deliver the entire Deposit, then this Agreement shall be terminated at the option of Seller. Upon Seller's election to terminate this Agreement due to a failure of Purchaser to deliver the Deposit, the parties hereto shall have no further obligations to each other hereunder.

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

3. Survey.

Within the Due Diligence Period, Seller will commission, at Seller's sole expense, a survey of the 1.703 acre parcel of land to be subdivided from the Seller's lands and transferred to Purchaser (the "Survey") by a registered South Carolina surveyor of Seller's choice. The Survey shall be used as a basis for the legal description of the Property being conveyed pursuant to the terms of this Agreement ("Legal Description") and shall be used to determine the exact acreage of the Property. The Survey shall set forth the location, dimensions and total number of square feet (or acres) of land of the Property and the metes and bounds description of the Property. Purchaser and Seller agree to substitute the Legal Description for the Property attached as Exhibit A to this Agreement upon receipt of the Legal Description from the surveyor based on the Survey, with reference to the plat incorporating the metes and bounds, courses and distances as shown said plat. Purchaser shall have until expiration of the Due Diligence Period, or twenty days after delivery of the Survey for approval, whichever is later, to assert any objections to the Survey. In the event that Purchaser, in its sole discretion, is dissatisfied with any matter set forth on the Survey, Purchaser may (i) terminate this Agreement within five (5) days of the later of the two events set forth immediately proceeding, or (ii) state an objection to such matter in writing to Seller on or prior to the expiration of the Closing Date. Upon receipt of such objection, Seller shall have a period of five (5) business days to elect (i) to cure the matter in a manner satisfactory to Purchaser prior to Closing or (ii) to notify Purchaser it will not cure the matter in a manner satisfactory to Purchaser prior to Closing. If Seller elects not to cure such matter(s), then Purchaser shall have five (5) business days after receipt of such notice from Seller to either (i) notify Seller it is terminating this Agreement, in which event Purchaser shall be entitled to return of the Deposit and any other deposits of earnest money made to Seller or Escrow Agent prior to such termination; or (ii) notify Seller it will continue the Agreement and accept the matter(s) as Permitted Title Exception(s).

4. Inspection.

(a) To the extent that such documents exist and are in Seller's possession, Seller shall make available to Purchaser within three (3) business days after the Effective Date (i) a copy of Seller's existing owner's title insurance policy for the Property or, if same is dated later than such policy, a copy of any existing title commitment for the Property, and (ii) the most recent survey of the Property in the possession of Seller, and (iii) any governmental approvals, permits or correspondence, engineering data, reports, zoning approval, plans and tests, environmental data and reports, subdivision plans and reports, utility commitments, drainage reports, soils reports, zoning restrictions, deed restrictions, and other similar documents, and all recorded instruments affecting the Property .

(b) Purchaser shall have thirty (30) days from the Effective Date ("Due Diligence Period") to inspect the Property and to conduct all other due diligence matters, including but not limited to surveying, geotechnical testing, Phase 1 and 2 environmental site assessments, Due Diligence studies, and wetlands delineations. Purchaser may terminate this Agreement for any or no reason by giving written notice to Seller on or before the last day of the Due Diligence Period, in which event all Earnest Money, less \$100.00 which shall be delivered to Seller as consideration for removing the Property from the market, shall be promptly refunded to Purchaser and the parties to this Agreement shall be relieved of all rights and obligations hereunder, except for those that by the express terms hereof survive any termination of this Agreement.

(c) Purchaser shall be entitled to two (2) thirty (30) day extensions of the Due Diligence Period upon the deposit of the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (each, an "Extension Deposit") with Escrow Agent as an additional earnest money deposit for each extension so exercised. Each Extension Deposit so tendered by Purchaser shall be treated as part of the Deposit and governed by Section 2.3 of this Agreement. Commencing on the Effective Date and expiring at the termination of the Due Diligence Period, as such may have been extended, Purchaser's and/or its agents, consultants, contractors, employees and principals ("**Purchaser's Agents**") shall have the right to investigate the Property and all matters relevant to the acquisition, ownership, development, permitting, governmental approval, and utility supply of and for the Property, including, without limitation, the right to enter onto the Property to conduct, at Purchaser's sole cost and expense, such physical, engineering, environmental, soil and Due Diligence studies on the Property as Purchaser deems appropriate. No inspection, examination, study, or test shall interfere with Seller's use of the Property and/or violate any law or regulation of any governmental entity having jurisdiction over the Property. Purchaser acknowledges that, as of the expiration of the Due Diligence Period, Purchaser will have had a full opportunity and adequate time to inspect and investigate the condition of the Property to Purchaser's full satisfaction.

If Purchaser determines, in its sole and absolute discretion, that the Property is unsuitable for the intended use, or for any reason or for no reason, Purchaser may terminate this Agreement by written notice to Seller prior to the expiration of the Due Diligence Period (as the same may be extended pursuant to Section 4(c) above), in which event the Earnest Money shall be returned to Purchaser and the parties shall be relieved of any further rights or obligations hereunder. If Purchaser elects to terminate this Agreement by providing written notice of its intention to terminate to Seller, Purchaser shall restore the Property to its condition immediately prior to entry thereon by Purchaser and Purchaser's Agents, and shall deliver to Seller any materials prepared in Purchaser's investigation of the Property, but specifically excluding information relating to Purchaser's business such as market studies, as soon as practicable thereafter. If Purchaser does not so notify Seller in writing of its intention to terminate prior to the expiration of the Due Diligence Period, Purchaser shall be deemed to have determined the Property to be suitable for the intended use and this Agreement shall continue in full force and effect pursuant to the terms contained herein, and

the Earnest Money shall become non-refundable except for Seller default in performing its obligations hereunder.

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

5. Closing.

5.1 Closing Date. Closing shall occur on or before sixty (60) days after expiration of the Due Diligence Period (as the same may be extended pursuant to Section 4(c) above). The date on which Closing occurs shall be referred to as the "Closing Date".

5.2 Closing Costs and Prorations.

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

At the Closing, Purchaser shall pay or cause to be paid on Purchaser's behalf (i) all costs and charges incident to any mortgage executed by Purchaser, including, without limitation, recording fees, mortgagee's title insurance premiums, mortgage application, origination, and assumption fees, and costs for any survey work undertaken by Purchaser independent of the Survey to be provided by Seller, if applicable; (ii) the recording fees for recording the Deed; (iii) owner's title insurance premiums, endorsements and fees; and (v) any costs incurred by Purchaser, including its own attorneys' fees.

Ad valorem taxes against the Property shall not be pro-rated, as County-owned property is exempt, and no tax has been or will be assessed for tax year 2024.

5.3 Title.

Purchaser shall obtain, at Purchaser's sole cost and expense, a commitment for an owner's policy of title insurance for the Property (the "Title Commitment"), which Title Commitment shall be issued by a South Carolina licensed title insurance company (the "Title Company"). Purchaser shall have until forty five (45) days after the Effective Date ("Title Review Period") to review the status of title to the Property, obtain a survey at Purchaser's expense (if desired), and deliver written notice to Seller of any objections Purchaser may have to title exceptions or defects identified in such commitment or disclosed by such survey other than Permitted Exceptions (the "Title Objections").

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

as "wetlands," if any, (v) all matters, restrictions and matters that would be disclosed by an accurate survey of the Property but not properly raised as a Title Objection, and (vi) any matter listed in the Title Commitment but not properly raised as a Title Objection.

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

Purchaser, at its sole cost and expense, may obtain an updated Title Commitment (the "Updated Commitment") for the Property at any time prior to Closing and, if exceptions are noted to which Purchaser may object hereunder and were not listed as exceptions in the initial Title Commitment, Purchaser may notify Seller within five (5) days after the date of such Updated Commitment, but not later than the Closing Date, and the foregoing provisions relating to Seller's opportunity to cure shall apply. The Closing Date shall be extended as necessary to permit Seller the opportunity to cure as provided herein, sure the Seller elect to attempt a cure. If Purchaser raises an objection based on the Updated Commitment and Seller elects not to cure the objection, Purchaser may terminate this Agreement and receive a return of the Earnest Money. Notwithstanding the foregoing, Seller shall not knowingly permit any exceptions or encumbrances against the Property after the Effective Date without Purchaser's express written consent.

5.4 Closing Documents.

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

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

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

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

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

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

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

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

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

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

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

6. **Seller's Representations.**

Seller represents to Purchaser as follows:

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

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

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

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

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

Purchaser acknowledges that this Agreement is entered into by Purchaser without reliance on any covenants, warranties, statements or representations, either written or oral, express or implied, by Seller, or by any agent, employee or representative of Seller, or by any broker or other person purporting to represent

Seller, except as specifically set forth in this Agreement. Purchaser represents that its decision to enter into this Agreement is based on Purchaser's independent investigation and evaluation of the Property and the merits for consummating the transactions contemplated by this Agreement. Purchaser is aware of the South Carolina constitutional prohibition against governmental bodies indemnifying or holding harmless any contracting party.

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

7. Purchaser's Representations.

Purchaser represents to Seller as follows:

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

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

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

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

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

8. General Provisions.

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

8.2 No Joint Venture; Third-Party Beneficiaries.

Purchaser and Seller acknowledge that they are not co-developers, partners, joint venture partners, or principals and agents. Seller's obligations hereunder shall run solely to Purchaser and Seller shall have

no obligations, express or implied, to any other person. Any control exercised by Seller with respect to any property within the Development is solely for the purpose of protecting property values in the Development. Any approval granted by Seller is solely for Purchaser's benefit, and neither Purchaser nor any third party may rely upon Seller's approval for any other purpose.

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

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

8.4 Default and Remedies.

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

(b) Seller Default. If Seller fails to close on the sale of the Property as and when required, fails to perform its other obligations under this Agreement, Purchaser may give Seller a Notice of Default as provided below, and if Seller fails to cure within the time period required, Purchaser may declare Seller in default and either (i) bring an action for specific performance, in which event Purchaser shall be entitled to recover its costs and reasonable attorney's fees as may be awarded by the court in its discretion, or (ii) terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be immediately refunded to Purchaser, or (iii) provided an action for specific performance is not available to Purchaser, the Purchaser may seek such remedies available under the law or in equity, not to exceed actual (but not special or consequential) damages not to exceed twice the amount of Earnest Money and extension deposits actually made by Purchaser..

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

(d) Attorneys' Fees. In the event that either party pursues legal action to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to collect from the non-prevailing party such reasonable legal fees and costs incurred in the action as may be awarded by the court in its discretion.

(e) Notice. Each notice to be given hereunder shall be in writing and delivered 1) personally, 2) by overnight delivery, 3) by electronic transmission via internet email with either a) confirmation of receipt by all parties to whom it is directed or b) by depositing a copy of the email

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

If to Purchaser:

SC Grays, LLC
250 Port Street
Newark, New Jersey 07114
Attention: Oleg Mitnik
E-mail: oglem@usatrt.com Gopher Hill LLC

With a copy to:

Weiner, Shearouse, Weitz, Greenberg &
Shawe, LLP
14 E. State St.
Savannah, Georgia 31401
Attention: Helen Hester, Esq.
E-mail: hhester@wswgs.com

If to Seller:

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

With a copy to:

David L. Tedder
Jasper County Attorney
POBox 420
Ridgeland, SC 29936
dtedder@jaspercountysc.gov

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

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

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

8.8 **Severability.** The provisions of this Agreement are intended to be independent. In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal,

or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the other provisions of this Agreement.

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

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

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

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

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

8.14 Waiver of a Right to Jury Trial. TO THE FULLEST EXTENT PERMITTED UNDER LAW, INCLUDING ANY LAWS ENACTED AFTER THE DATE OF THIS AGREEMENT, PURCHASER AND SELLER EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN THE EVENT OF LITIGATION BETWEEN THE PARTIES IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, THE PROPERTY, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE, WHETHER ANY OF THE FOREGOING IS BASED ON THIS AGREEMENT OR ON TORT LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9. THE PARTIES ACKNOWLEDGE THE EXISTENCE AND INCORPORATION BY REFERENCE OF THE ATTACHED "ADDENDUM #1 TO AGREEMENT OF PURCHASE AND SALE."

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION BEGINS ON THE FOLLOWING PAGE]

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

Witnesses:

Cecelia Preston
[Signature]

SELLER:

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

By: [Signature] (SEAL)

Name: ANDREW P. FULGUM

Its: COUNTY ADMINISTRATOR

Date: 4-2-24

PURCHASER:

SC GRAYS, LLC, a South Carolina limited liability company

By: _____ (SEAL)

Name: Oleg Mitnik

Its: Authorized Member

Date: _____

ACKNOWLEDGMENT AND AGREEMENT OF ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges receipt of a fully executed copy of the above and foregoing Agreement, together with the Deposit provided for therein, and agrees to hold and make payment of such Deposit in accordance with the provisions of the above and foregoing Agreement, this ____ day of March, 2024.

ESCROW AGENT:

WEINER, SHEAROUSE, WEITZ, GREENBERG &
SHAWE, LLP

By:

Name: _____

Title:

EXHIBIT A
Legal Description
(Preliminary)

ADDENDUM # 1 TO AGREEMENT OF PURCHASE AND SALE

The Agreement of Purchase and Sale ("Agreement") entered into by and between JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter "Seller"), by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation, and SC GRAYS, LLC, a South Carolina limited liability company (hereinafter "Purchaser") dated April _____, 2024, is hereby amended as follows:

1. The Agreement is amended to add the following as Paragraph "10":

10. **County Council Ratification.** "NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS AGREEMENT OF PURCHASE AND SALE NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF BUYER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING WITHIN THIRTY (30) DAYS OF SELLER EXECUTING THIS AGREEMENT BY THE CHAIRMAN OF THE JASPER COUNTY COUNCIL PURSUANT TO RESOLUTION OF THE COUNCIL. NOTWITHSTANDING THE FOREGOING, IT IS ACKNOWLEDGED AND AGREED THAT THE DURATION OF THE INSPECTION/DUE DILIGENCE PERIOD IS ESTABLISHED PURSUANT TO THE PROVISIONS OF PARAGRAPH "4, *INSPECTION*" OF THE AGREEMENT MEASURED FROM THE EFFECTIVE DATE AS DEFINED THEREIN."

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

Witnesses:

Cecelia Panton
[Signature]

SELLER:

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

By: [Signature] (SEAL)

Name: ANDREW P. FULTON

Its: COUNTY ADMINISTRATOR

Date: 4-2-24

PURCHASER:

SC GRAYS, LLC, a South Carolina limited liability company

By: _____ (SEAL)

Name: Oleg Mitnik

Its: Authorized Member

Date: _____

Ratified by Jasper County Council in accordance with a Resolution passed on _____, 2024.

Jasper County Council

By: _____

L. Martin Sauls, IV, Chairman



JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, June 3, 2024

MINUTES

4:00PM

Budget Workshop:

FIT – Families in Transition – Jennifer Coleman

Deborah Taylor of Families in Transition (FIT) was present to address and review their budget request with Council. She read a letter from Jennifer Coleman and presented their budget request for this Fiscal Year.

Jasper Soil and Water Conservation District – Lyn Boyles

Lyn Boyles of the Jasper Soil and Water Conservation District was present to address and review their budget request with Council. Ms. Boyles discussed this year's budget request and how Jasper County supports them thru the Budget and Accommodations Tax. She discussed the grants they had received, the different programs and events. She discussed Keep Jasper Beautiful and the impact that this program has on the County. She noted that the Litter Program was growing by leaps and bounds and that once again the program had been nominated by the President's Circle. She also discussed the amount of litter collection(s) that had been done in Jasper County. She thanked Council for their support when addressing her budget request.

Jasper County Election Commission – Jeanine Bostick

Jeanine Bostick of the Jasper County Election Commission was present to address and review her budget request with Council. She also gave an update of the coming election. She reviewed her information for her budget request for this coming fiscal year and explained their items of need for their department.

The Regular Council Meeting began after the conclusion of the Budget Workshop.

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark, Councilman John Kemp, and Councilman Joey Rowell
Absent: Councilman Coy Garbade.

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Chief Russell Wells, Rose Dobson Elliott and Videographer Jonathan Dunham.

1. Call to Order of Council Meeting by Chairman Sauls

Chairman Sauls called the meeting to order as soon as the Workshop was over. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

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 [# 063-26-14-002](#); [Banking Matters](#); [Nickel Plate MCIP](#); [Exit 3](#); [Emergency Services](#); [Crowley & Wechsler Agreement](#); [Project Telfair](#)

(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](#)

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.

Motion to go into Executive Session: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

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

3: Return to Open Session at 6:30PM

Motion to return to regular session: Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

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

Motion to authorize the Administrator to enter into a Professional Services Contract with Crowley and Weschler for accounting services as discussed in executive session at a not to exceed cost of \$20,000:

Councilman Rowell

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

4. Pledge of Allegiance and Invocation:

The Pledge to the Flag was given and the Invocation was given by Councilman Rowell.

5. Approval of the Consent Agenda Items:

Councilman Kemp stated he would like to remove item numbers 15, 16, 17, 18, 19 and 21 from the Consent Agenda. The second was made by Councilman Rowell. The vote was unanimously approved, and the motion passed.

6. Approval of the Regular Agenda:

Motion to approve with the inclusion of items removed from the Consent Agenda and added onto the regular agenda: Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

PRESENTATIONS AND PROCLAMATIONS

7. Proclamation for South Carolina Center for Father's and Families proclaiming June the Joy of Fatherhood Month in Jasper County.

Mr. Marc Himes was present to accept the Proclamation for South Carolina Center for Father's and Families proclaiming June the Joy of Fatherhood Month in Jasper County. The proclamation was read and presented to Mr. Himes.

8. Presentation by the Gullah & Latino Advisory Council.

Italia Parisi was present to make a presentation to the County Council from the Gullah & Latino Advisory Council. Ms. Parisi discussed who the Gullah & Latino Advisory Council are and what they are about. They provided some brochures about the Gullah & Latino Advisory Council. She noted that they are non-profit and seek volunteers. She said they want to inspire and connect the Gullah and Latino people and their focus on a better quality of life through IDEA (Inclusion, Diversity, Equity and Access). Several members also shared

quotes with Council as they related to the Advisory Council and their mission. For additional information on this item, please go to the video at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA.

RESOLUTIONS

9. **Mr. Fulghum** - Consideration of Resolution [#R-2024-18](#) To Adopt The Jasper County Equal Employment Opportunity Plan.

Mr. Fulghum was present to review and discuss the consideration of Resolution #R-2024-18 to adopt the Jasper County Equal Employment Opportunity Plan. He explained what this request was for and noted that it had been a workshop topic. He noted that this commits the Council, Administrators and Directors to embrace diversity.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

10. **Kim Burgess** – Consideration of the **3rd reading** and **Public Hearing** of Ordinance [#O-2024-12](#) Authorising the Execution and Delivery of Certain Instruments Relating to the Acquisition, Construction, Renovation, Equipping, Use, and Leasing of Certain County Facilities; Approving the Issuance of St. Peters Parish/Jasper County Public Facilities Corporation Installment Purchase Revenue Bonds and Bond Anticipation Notes; Consenting to the Form of Trust Agreements Between St. Peters Parish/Jasper County Public Facilities Corporation and the Corporate Trustee; The Lease Of Certain Personal Property, Real Property And The Buildings And Other Site Improvements Located Thereon, by Jasper County, South Carolina to St. Peters Parish/Jasper County Public Facilities Corporation, Including Authorising the Execution and Delivery of a Base Lease Agreement, Between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; Authorising the Execution and Delivery of a Public Facilities Purchase and Occupancy Agreement Between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; Authorising the Execution and Delivery of a Lease Agreement Between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; and Other Matters Relating Thereto. *(1st reading 04.01.2024; 2nd reading 05.06.2024)*

Kimberly Burgess was present to review and discuss the consideration of the 3rd reading and Public Hearing of Ordinance #O-2024-12 authorising the execution and delivery of certain instruments relating to the acquisition, construction, renovation, equipping, use, and leasing of certain county facilities; approving the issuance of St. Peters Parish/Jasper County Public Facilities Corporation Installment Purchase Revenue Bonds and Bond Anticipation Notes; consenting to the form of trust agreements between St. Peters Parish/Jasper County Public Facilities Corporation and the Corporate Trustee; the lease of certain personal

property, real property and the buildings and other site improvements located thereon, by Jasper County, South Carolina to St. Peters Parish/Jasper County Public Facilities Corporation, including authorising the execution and delivery of a base lease agreement, between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; authorising the execution and delivery of a public facilities purchase and occupancy agreement between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation; authorising the execution and delivery of a lease agreement between Jasper County and St. Peters Parish/Jasper County Public Facilities Corporation. She discussed this ordinance at length and explained the total cost for the bonds and mentioned that this was replacing fire apparatus.

The public hearing on this item was opened but there were no comments so the public hearing was closed.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

11. David Tedder – Consideration of the 2nd reading and Public Hearing of Ordinance

#O-2024-14 authorizing the sale of a right of way easement over approximately 0.34 acres, 14,878 sq. ft., being a portion of TMS 042-00-05-040 adjacent to the Interstate Highway I-95, to the South Carolina Department of Transportation in order to facilitate the widening, in exchange for the amount of \$20,900.00 in just compensation, and to authorize the Jasper County Administrator to execute such right of way easement and other documents as may be necessary and appropriate to effect the transfer to the South Carolina Department of Transportation, or its assigns, and matters related thereto. (1st reading 04.01.2024) (I95 widening project).

David Tedder was present to review and discuss the consideration of the 2nd reading and Public Hearing of Ordinance #O-2024-14 authorizing the sale of a right of way easement over approximately 0.34 acres, 14,878 sq. ft., being a portion of TMS 042-00-05-040 adjacent to the Interstate Highway I-95, to the South Carolina Department of Transportation in order to facilitate the widening, in exchange for the amount of \$20,900.00 in just compensation, and to authorize the Jasper County Administrator to execute such right of way easement and other documents as may be necessary and appropriate to effect the transfer to the South Carolina Department of Transportation, or its assigns.

The public hearing on this item was opened but there were no comments so the public hearing was closed.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

12. Lisa Wagner – Consideration of the 2nd reading and Public Hearing and Consideration of Ordinance #O-2024-15 to amend: (i) Ordinance Number O-2022-16 to adopt updated standards for the Planned Development District encompassing a 38.84 acre parcel located on U.S. Highway 278 (the “Property”); and (ii) Ordinance O-2022-14 to amend the development agreement (the “Development Agreement”) between

Jasper County (the “County”) and Conduit Street Partners, LLC (“CSP” or the “Developer”) that governs CSP’s development of the Property into a 275-unit single-family residential community (the “Project”); in both cases to allow for the possibility that the Project may include not only “for rent” residential dwellings, but also “for sale” residential dwellings; and matters related thereto. (1streading 05.06.2024)

Lisa Wagner read her staff report in the agenda e-packet and was present to review and discuss the consideration of the 2nd reading and Public Hearing and Consideration of Ordinance #O-2024-15 to amend: (i) Ordinance Number O-2022-16 to adopt updated standards for the Planned Development District encompassing a 38.84 acre parcel located on U.S. Highway 278 (the “Property”); and (ii) Ordinance O-2022-14 to amend the development agreement (the “Development Agreement”) between Jasper County (the “County”) and Conduit Street Partners, LLC (“CSP” or the “Developer”) that governs CSP’s development of the Property into a 275-unit single-family residential community (the “Project”); in both cases to allow for the possibility that the Project may include not only “for rent” residential dwellings, but also “for sale” residential dwellings.

The public hearing was opened for comments at 7:11pm.

Harry Williams – He noted that he was not speaking for the City of Hardeeville or the Hardeeville City Council. He discussed his concerns with Council and noted that the developer said that this was “Affordable Housing”, but it was actually Market Price Housing. He said this information is contradictory. He urged the county council to hold the developer to his original plans or send him back to the City of Hardeeville.

Peter Zadorozky, developer of the project, noted that these are “For Rent’ homes with amenities, garages, yards, etc. He noted that the average selling price of a home was over \$400,000 and with a 7% interest rate made the mortgage over \$3,000 per month. The concept plan, the homes, the number of lots, how this type of development works, and other such information was discussed. Mr. Tedder noted that this would require another public hearing if passed on 07.15.2024.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Rowell

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

The motion passed.

12B. Kimberly Burgess - Consideration of the 3rd reading of Ordinance #O-2024-13 To Provide For The Levy Of Tax For Public Purposes In Jasper County For The Fiscal Year Beginning July 1st, 2024 And Ending June 30th 2025 And To Make Appropriations For Said Purposes; To Adopt And Approve The Jasper County Capital And Operations Budget For Fiscal Year 2024-2025, To Adopt And Approve The Jasper County School District Capital And Operations Budget For Fiscal Year 2024–2025; To Provide For The Levy Of Taxation For Fiscal Year 2024–2025; To Limit The Disbursements By The County Treasurer To Those Appropriated By Law; To Provide That Expenditures Not Exceed Appropriations; To Authorize Tax Anticipation Notes; To Make Authorization Of Certain Transfers; To Provide For Additional Appropriations And Borrowing; To Codify Jasper County Rates And Fees; To Provide For Lapsing Funds And Continuing Appropriations For Subsequent Years; To Require Certain Agencies And Departments To File Accountings; To Require The Treasurer To Sign General Fund Checks; To Provide Special Rules For Travel And Training Disbursements;

To Provide For Travel Reimbursements; To Provide Compliance With Act No. 317 Of 1990; To Provide Certain Benefits To Council Members; To Provide For County Commission And Committee Stipends; To Provide For Jury Mileage; To Adopt Property Values; And To Provide For Effective Date Of This Ordinance *(1st reading 05.06.2024; 2nd reading and Public Hearing 05.20.2024)* *(formerly item 15)*

Motion to approve the budget ordinance for the total millage reduced by another mill (for a total of a two mill reduction this year), fund the request of Families in Transition of \$30,000, and the Board of Elections at \$10,000 for equipment and remove the duplicated Ridgeland Fire Department contract amount entry of \$276,000 with the differences between the mill reduction and the change in expenditures funded out of the County Cash Carry Forward Account: Councilman Rowell

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

12C. Kimberly Burgess – Bid Acceptance Recommendation for a Container and Compactor Bid for the purchase of four (4) containers and one compactor for use at the solid waste collection centers and to authorize the County Administrator or his designee to execute all documents necessary to complete the purchase. *(formerly item 16)*

Kimberly Burgess was available to review and discuss the Bid Acceptance Recommendation for a Container and Compactor Bid. The recommendation was that the County Council accept the bid from FleetGenius of NC, Ins, in the amount of \$60,615.86. Also, since the bid was approximately \$24,384 less than the budgeted amount of \$85,000, and the demand for containers is a constant issue at the solid waste collection centers, staff would like to purchase additional containers at the quoted price not to exceed \$85,000, including shipping and sales taxes. Additionally, staff requests that the Council authorize the County Administrator or his designee to execute all documents necessary to complete the project.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

12D. Danny Lucas – Consideration of the 2024 CDBG Ranking Summary *(formerly item 17)*

Danny Lucas was available to review and discuss the 2024 CDBG Ranking Summary with Council.

Motion to approve the 2024 CDBG Ranking Summary as presented: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

12E. Kimberly Burgess – Bid Acceptance Recommendation for Debris Removal at the Coosawhatchie Community Center site. *(formerly item 18)*

Kimberly Burgess was available to review and discuss the bid acceptance recommendation for Debris Removal at the Coosawhatchie Community Center site in the amount of \$24,500.

Motion to approve the debris removal at the Coosawhatchie Community Center site: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

12F. Kimberly Burgess – Proposal Acceptance Recommendation for Financial and Compliance Auditing Services (formerly item 19)

Kimberly Burgess was present to discuss the proposal acceptance recommendation for Financial and Compliance Auditing Services. Staff recommends that the County Council accept the proposal from Thompson, Price Scott, Adams & Co., P.A., for a total all-inclusive fee of \$65,000 for the annual financial audit and single audit, if necessary. Additionally, staff requests that the Council authorize the County Administrator or his designee to execute all documents necessary to complete the project

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

12G. Kimberly Burgess - Acceptance and authorization of M. B. Kahn Construction Co., Inc. Capital Planning Services Extension (formerly item 21)

Kimberly Burgess was present to discuss and review the acceptance and authorization of M. B. Kahn Construction Co., Inc. Capital Planning Services Extension with Council.

Motion to approve the authorization of M. B. Kahn Construction Co., Inc. Capital Planning Services

Extension: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

CITIZEN COMMENTS

13. 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.

Timothy Wile discussed the fact that he had worked as a CPA in New York and discussed his concerns for the audit process.

Veronica Navan with GLAC was present to discuss her thoughts and concerns.

Ms. Frazier spoke regarding the Coosawhatchie Community Center and asked about the plans and blueprints. Vice Chairwoman Clark noted that when those bids came in that Mr. Fulghum please be the person to contact them on that matter.

14. Administrator's Report - Mr. Fulghum reviewed the information from his report. There were no Action Items requiring a vote from the Council in the Administrator's Report and Ms. Dobson-Elliott gave an update for her Department and the Transportation Committee.

CONSENT AGENDA

*15. Kimberly Burgess - Consideration of the 3rd reading of Ordinance #O-2024-13 To Provide For The Levy Of Tax For Public Purposes In Jasper County For The Fiscal Year Beginning July 1st, 2024 And Ending June 30th 2025 And To Make Appropriations For Said Purposes; To Adopt And Approve The Jasper County Capital And Operations Budget For Fiscal Year 2024-2025, To Adopt And Approve The Jasper County School District Capital And Operations Budget For Fiscal Year 2024–2025; To Provide For The Levy Of Taxation For Fiscal Year 2024–2025; To Limit The Disbursements By The County Treasurer To Those Appropriated By Law; To Provide That Expenditures Not Exceed Appropriations; To Authorize Tax Anticipation Notes; To Make Authorization Of Certain Transfers; To Provide For Additional Appropriations And Borrowing; To Codify Jasper County Rates And Fees; To Provide For Lapsing Funds And Continuing Appropriations For Subsequent Years; To Require Certain Agencies And Departments To File Accountings; To Require The Treasurer To Sign General Fund Checks; To Provide Special Rules For Travel And Training Disbursements; To Provide For Travel Reimbursements; To Provide Compliance With Act No. 317 Of 1990; To Provide Certain Benefits To Council Members; To Provide For County Commission And Committee Stipends; To Provide For Jury Mileage; To Adopt Property Values; And To Provide For Effective Date Of This Ordinance (1st reading 05.06.2024; 2nd reading and Public Hearing 05.20.2024) (** This item was removed from the Consent Agenda and placed on the regular agenda under Public Hearings, Action Items and Ordinances)*

*16. Kimberly Burgess – Bid Acceptance Recommendation for a Container and Compactor Bid for the purchase of four (4) containers and one compactor for use at the solid waste collection centers and to authorize the County Administrator or his designee to execute all documents necessary to complete the purchase. (** This item was removed from the Consent Agenda and placed on the regular agenda under Public Hearings, Action Items and Ordinances)*

*17. Danny Lucas – Consideration of the 2024 CDBG Ranking Summary. (** This item was removed from the Consent Agenda and placed on the regular agenda under Public Hearings, Action Items and Ordinances)*

18. Kimberly Burgess – Bid Acceptance Recommendation for Debris Removal at the Coosawhatchie Community Center site. (** This item was removed from the Consent Agenda and placed on the regular agenda under Public Hearings, Action Items and Ordinances)

19. Kimberly Burgess – Proposal Acceptance Recommendation for Financial and Compliance Auditing Services. (** This item was removed from the Consent Agenda and placed on the regular agenda under Public Hearings, Action Items and Ordinances)

20. Andrew Fulghum - Acceptance of Body Armor Assistance Grant No. 1BA24008 award from the SC Department of Public Safety.

21. Kimberly Burgess - Acceptance and authorization of M. B. Kahn Construction Co., Inc. Capital Planning Services Extension. (** This item was removed from the Consent Agenda and placed on the regular agenda under Public Hearings, Action Items and Ordinances)

22. Approval of the Minutes 04.01.2024

END OF CONSENT AGENDA

23. Council Members Comments: There were no Councilmember Comments.

24. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II. There was no need to return to the Executive Session for this meeting. For additional information on this meeting please visit our website for this meeting’s agenda E-Packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

Adjournment

Motion to adjourn: Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

Barbara B. Clark
Vice Chairwoman

AGENDA

ITEM # 23