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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 18, 2023**; or you can speak in person at the Council Meeting by signing in on the **Public Hearing Sign In Sheet** located outside the Council Chambers Doors prior to the start of the meeting. **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
**WORKSHOP AND
COUNCIL MEETING**

Jasper County Clementa C. Pinckney Government Bldg.
358 3rd Avenue, Ridgeland, SC 29936
Monday, September 18, 2023
AGENDA

5:00PM

Workshop

Workshop with the Jasper County Board of Education

****Executive session to immediately follow the workshop****

1. Call to Order by Chairman Sauls

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

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

2. Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – **Litigation Update – Davis v. Jasper County; Airport Matters – Removal of Fuel Tank; Contract Discussion Lease or Purchase of Lektro Aircraft Tug/GPU; Lavatory Cart and Personnel/Equipment Transport; Ridgeland Fire Contract; Tax Map #'s 087-00-05-008 & 087-00-05-009; Tax Map # 062-00-03-056; Tax Map # 063-26-14-002; Tax Map # 063-26-14-001; Tax Map # 067-00-01-010; Airport Automated Weather Observation Station (AWOS) contract with Trinity Electric**

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

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

- 3: Return to Open Session at 6:30PM
 - 3.1 Action coming out of Executive Session

4. Pledge of Allegiance and Invocation:

5. Discussion of Consent Agenda and Agenda Items:

6. Approval of Agenda:

PRESENTATIONS AND PROCLAMATIONS

7. None

RESOLUTIONS

8. None

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

9. **Kim Burgess** – Public hearing and **3rd reading** of Ordinance **#O-2023-17** to Amend Jasper County Ordinance O-2022-17 for Fiscal Year 2023 Jasper County Budget to Provide for Amendments to the Budget and to Carryover Approved Lapsing Funds to Fiscal Year 2024, and to Amend Jasper County Ordinance O-2023-09 for Fiscal Year 2024 Jasper County Budget to Provide for Amendments to the Budget Lapsing Funds from Fiscal Year 2023 and to Correct an Error in Section 2 of the Budget Regarding a Mathematical Error. *(1st reading 08.21.2023; 2nd reading 09.05.2023)*

10. **David Tedder** – Consideration of 1st reading of an Ordinance clarifying that the provisions of Ordinance O-2023-06, providing that certain property subject to the Development Agreement entered into by the County and Conduit Street Partners, LLC (CSP) must be conveyed by the property's current owner to the developer thereof, includes the developer's successors and assigns by recognizing and acknowledging the acquisition may be by an affiliate of CSP, to provide for the approval of an Exhibit inadvertently omitted, and matters related thereto.

11. **Kim Burgess** – Presentation and Consideration of Bids for new roofs for various Jasper County Buildings.

CITIZEN COMMENTS

12. 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.

13. Administrator’s Report

CONSENT AGENDA

14. **Russell Wells** – Consideration of approving the contract for Advanced Life Support Equipment to include automated CPR Equipment; Transportation Ventilators; AED’s for Sheriff’s Office and in County Buildings. (This was approved in the FY 23-24 budget, contract amount requires Council approval).

15. **Lisa Wagner** - **3rd reading** of Ordinance **#O-2023-15** of an ordinance To Amend Article 6:1 – Table 1, *Use Regulations*; Article 7:3 – Table 1, *Schedule of Lot Area, Yard, Setback, and Density*; Article 11:7, *Industry Specific Conditional Use Regulations*, Sections 11:7.31, *Duplexes*; 11:7.32 *Townhouses*; and 11:7.33, *Patio Homes* of the Jasper County Zoning Ordinance, to remove duplexes, townhouses, and patio homes as a conditional use from certain Zoning Districts, add conditional use requirements, increase the setback requirements and reduce the allowed density for duplexes, townhomes, and patio homes. (*1st reading 08.21.2023; 2nd reading 09.05.2023*)

16. **Danny Lucas** – Consideration of approving the contract for the AWOS III P/T Project.

17. Approval of the Minutes of 05.15.2023.

END OF CONSENT AGENDA

18. Council Members Comments

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

20. Adjournment:

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

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

Special Accommodations Available Upon Request to Individuals with Disabilities

(843) 717-3696

AGENDA

ITEM :

#9

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE NUMBER O-2023-17

AN ORDINANCE OF JASPER COUNTY COUNCIL

TO AMEND JASPER COUNTY ORDINANCE O-2022-17 FOR FISCAL YEAR 2023 JASPER COUNTY BUDGET TO PROVIDE FOR AMENDMENTS TO THE BUDGET AND TO CARRYOVER APPROVED LAPSING FUNDS TO FISCAL YEAR 2024, AND TO AMEND JASPER COUNTY ORDINANCE O-2023-09 FOR FISCAL YEAR 2024 JASPER COUNTY BUDGET TO PROVIDE FOR AMENDMENTS TO THE BUDGET RESULTING FROM THE CARRYOVER OF APPROVED LAPSING FUNDS FROM FISCAL YEAR 2023 AND TO CORRECT AN ERROR IN SECTION 2 OF THE BUDGET REGARDING A MATHEMATICAL ERROR.

WHEREAS, Jasper County Council approved Ordinance O-2022-17 Fiscal Year 2022-2023 Operating and Capital Budget on June 6, 2022, and

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

WHEREAS, Ordinance O-2022-17 provides for Lapsing of Funds and Continuing of Appropriations for Subsequent Year, and

WHEREAS, Ordinance O-2022-17 provides that specific items budgeted in the 2022 - 2023 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, 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 2022-17.; and

WHEREAS, the adopted budget in Section 2 regarding the Appropriation for the Jasper County School District inadvertently included a calculated School Debt Revenue and Appropriation based upon the use of an incorrect value of the mill to be used, which does not increase the millage rate;

NOW THEREFORE, BE IT ORDAINED that the following budget amendments and carry over appropriations set forth in Section 1 below be made to the FY 2022-2023 and FY 2023-2024 Jasper County Operating and Capital Budget, and the corrections to the Jasper County School District set forth in Section 2 below be made in the following manner:

Section 1. Budget Amendment regarding Carry Over Appropriations and Lapsing Funds. The following adjustments are made to the 2022-2023 Fiscal Year Budget and the listed budget items are added to the 2023-2024 Fiscal Year Budget.

Jasper County
FY23 and FY24 Budget Amendment and Lapsing Funds Ordinance
Public Hearing and Third Reading
Monday, September 18, 2023

Account	Fiscal Year 2023 Budget Amendments				Fiscal Year 2024 Budget Amendments				Explanation
	Fiscal Year 2023 Budget		Fiscal Year 2024 Budget		Fiscal Year 2023 Budget		Fiscal Year 2024 Budget		
	Budget as Adopted or Amended	Budget Amendment	Amended Budget	Budget as Adopted or Amended	Budget Amendment	Amended Budget	Budget as Adopted or Amended	Budget Amendment	
Total Budgeted Revenue Adopted/Amended	48,138,559.00			51,666,677.00					
Adjustments in Proposed Ordinance									
ARPA Fund Revenue	\$ -	\$ 255,993.95	\$ 255,993.95						ARPA Fund Expenditure Per Resolution #R-2023-11
Cash Carry Forward	\$ 7,214,818.00	\$ (2,860,691.70)	\$ 4,354,126.30	\$ 7,027,158.00	\$ 4,270,368.39	\$ 11,297,526.39			Amounts Carried Forward From FY23
Amended Revenue Total	\$ (2,604,697.75)	\$ 4,610,120.25		\$ 4,270,368.39	\$ 11,297,526.39				
TOTAL ADOPTED/AMENDED BUDGETED REVENUE		\$ 48,138,559.00			\$ 51,666,677.00				
Net Budgeted Revenue Amendment		\$ (2,604,697.75)			\$ 4,270,368.39				
Amended Budget Revenue		\$ 45,533,861.25			\$ 55,937,045.39				
Total Budgeted Expenditures Adopted/Amended	48,138,559.00			51,666,677.00					
Capital Carry-Forward									
New Vehicles	046-2307	\$ 1,514,664.00	\$ (709,332.23)	\$ 805,331.77	\$ 925,000.00	\$ 709,332.23	\$ 1,634,332.23		Supply chain issues impacted availability and delivery
Equipment	046-2430	\$ 150,000.00	\$ (78,048.70)	\$ 71,951.30	\$ 150,000.00	\$ 78,048.70	\$ 228,048.70		Supply chain issues impacted availability and delivery
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
Building Repairs	046-5095	\$ 200,000.00	\$ (87,249.45)	\$ 112,750.55	\$ 200,000.00	\$ 87,249.45	\$ 287,249.45		Expenditures were postponed until FY24
Equipment	048-2430	\$ 130,000.00	\$ (130,000.00)	\$ -	\$ 130,000.00	\$ 130,000.00	\$ 260,000.00		Supply chain issues impacted availability and delivery
Capital Outlay	048-3752	\$ 550,812.00	\$ (543,369.31)	\$ 7,442.69	\$ 200,000.00	\$ 543,369.31	\$ 743,369.31		Expenditures were postponed until FY24
Building Repairs	048-5095	\$ 225,000.00	\$ (222,505.71)	\$ 2,494.29	\$ 50,000.00	\$ 222,505.71	\$ 272,505.71		Expenditures were postponed until FY24
Equipment	056-2430	\$ 150,000.00	\$ (99,466.44)	\$ 50,533.56	\$ 150,000.00	\$ 99,466.44	\$ 249,466.44		Expenditures were postponed due to inability to obtain new vehicles
New Vehicles	057-2307	\$ 568,700.00	\$ (170,895.87)	\$ 397,804.13	\$ -	\$ 170,895.87	\$ 170,895.87		Supply chain issues impacted availability and delivery
Equipment	058-2430	\$ 60,000.00	\$ (46,705.39)	\$ 13,294.61	\$ 210,600.00	\$ 46,705.39	\$ 257,305.39		Supply chain issues impacted availability and delivery
Grant Matching Funds	095-2615	\$ 380,000.00	\$ (368,139.07)	\$ 11,860.93	\$ 500,000.00	\$ 368,139.07	\$ 868,139.07		Project was delayed until additional funding could be obtained
Capital Outlay	095-3752	\$ 550,000.00	\$ (514,717.95)	\$ 35,282.05	\$ 550,000.00	\$ 514,717.95	\$ 1,064,717.95		Planned capital projects postponed until FY24
Capital Outlay	074-3752	\$ 800,000.00	\$ (570,901.22)	\$ 229,098.78	\$ -	\$ 570,901.22	\$ 570,901.22		Carryover of Farmers' Market Project
Budget Amendments									
Planning Expenses	060-5000	\$ 147,615.00	\$ (146,977.58)	\$ 637.42	\$ 146,977.58	\$ 146,977.58	\$ 293,955.16		Council approved study was approved near the end of FY23 and will begin in FY24
Computer Equipment	065-2460	\$ 1,500.00	\$ (1,500.00)	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00		Unspent funds from prior FY23 carried over to allow for necessary expenditures in new FY
Telephone	066-2100	\$ 3,600.00	\$ (1,858.37)	\$ 1,741.63	\$ -	\$ -	\$ -		Unspent funds from prior FY23 carried over to allow for necessary expenditures in new FY
Supplies and Forms	066-2240	\$ 1,000.00	\$ (1,000.00)	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00		Unspent funds from prior FY23 carried over to allow for necessary expenditures in new FY
Office Equipment	066-2440	\$ 2,000.00	\$ (1,833.24)	\$ 166.76	\$ 2,000.00	\$ 3,691.61	\$ 5,691.61		Unspent funds from prior FY23 carried over to allow for necessary expenditures in new FY
Office Supplies	067-2200	\$ 4,000.00	\$ (2,569.44)	\$ 1,430.56	\$ 4,000.00	\$ 2,569.44	\$ 6,569.44		Unspent funds from prior FY23 carried over to allow for necessary expenditures in new FY
Office Equipment	067-2440	\$ 1,500.00	\$ (1,500.00)	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00		Unspent funds from prior FY23 carried over to allow for necessary expenditures in new FY
Computer Equipment	067-2460	\$ 2,000.00	\$ (1,159.76)	\$ 840.24	\$ 2,000.00	\$ 1,159.76	\$ 3,159.76		Unspent funds from prior FY23 carried over to allow for necessary expenditures in new FY
Office Equipment	072-2440	\$ 5,000.00	\$ (4,032.66)	\$ 967.34	\$ 10,000.00	\$ 4,032.66	\$ 14,032.66		Unspent funds from prior FY23 carried over to allow for necessary expenditures in new FY
Budget Amendments Previously Approved									
ARPA Expenditures	062-3754	\$ -	\$ 255,993.95	\$ 255,993.95					Council approved with resolution #R-2023-11
Dispatch Equipment	048-2450	\$ -	\$ 304,838.69	\$ 304,838.69					Council approved with ordinance #O-2023-04
Computer Equipment	049-2460	\$ 25,000.00	\$ 304,838.00	\$ 329,838.00					Council approved with ordinance #O-2023-04
Capital Outlay (Farmers' Market)	074-3752	\$ -	\$ 800,000.00	\$ 800,000.00					Council approved with ordinance #O-2022-31
		\$ 6,038,997.00	\$ (2,604,697.75)	\$ 3,434,299.25	\$ 3,234,577.58	\$ 4,270,368.39	\$ 7,504,945.97		
TOTAL ADOPTED/AMENDED BUDGETED EXPENDITURES		\$ 48,138,559.00			\$ 51,666,677.00				
Net Budgeted Expenditures Amendment		\$ (2,604,697.75)			\$ 4,270,368.39				
Amended Budget Expenditures		\$ 45,533,861.25			\$ 55,937,045.39				

Section 2. Amendment to the Current FY 2023-2024 Budget

That revenue and appropriations for the Jasper County School District Debt Fund for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024, for the school district of the County of Jasper, South Carolina be amended for said term to \$5,611,600 for the purposes stated herein, and Section 2 of the 2023-2024 Budget be amended to read:

SECTION 2. Appropriation for Jasper County School District Capital and General Operations Budget. There is hereby appropriated to the School Operations Budget the remaining non-appropriated funds collected through School District ad valorem taxation in Fiscal Year 2022-2023, which were in excess of School District funds appropriated by the FY 2022- 2023 budget ordinance. There is further hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County School District Capital and Operational needs and for the purposes set forth for fiscal year 2023 – 2024:

**JASPER COUNTY SCHOOL DISTRICT
CAPITAL AND GENERAL OPERATIONS BUDGET
FISCAL YEAR 2023-2024**

REVENUES

School Property	
Operations Tax Levy	\$ 24,022,738
School Debt	<u>\$ 5,611,600</u>
School Grand Total	\$ 29,634,338

APPROPRIATIONS

School District	
Operations Tax Levy	\$ 24,022,738
School Debt	<u>\$ 5,611,600</u>
School Grand Total	\$ 29,634,338

Section 3. Provisions of ordinances previously adopted by County Council, which are not consistent with this Ordinance 0-2023-_____ are deemed superseded.

Section 4. 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 5. This ordinance must take effect upon approval by Council.

Jasper County Council

BY:

L. Martin Sauls IV, Chairman

Barbara B. Clark, Vice Chairman

Alvin Adkins, Councilman

John Kemp, Councilman

Coy Garbade Councilman

ATTEST:

**Wanda Simmons,
Clerk to Council**

First Reading: 8/21/2023
Second Reading: 9/5/2023
Public Hearings: 9/18/2023
Adopted: 9/18/2023

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

AGENDA

ITEM :

#10

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #2023 - _____

**AN ORDINANCE OF
JASPER COUNTY COUNCIL**

Clarifying that the provisions of Ordinance O-2023-06, providing that certain property subject to the Development Agreement entered into by the County and Conduit Street Partners, LLC (CSP) must be conveyed by the property's current owner to the developer thereof, includes the developer's successors and assigns by recognizing and acknowledging the acquisition may be by an affiliate of CSP, to provide for the approval of an Exhibit inadvertently omitted, and matters related thereto.

WHEREAS, on June 27, 2022, the Jasper County Council passed Ordinance O-2022-14, recorded in Book 1107, Page 1678 of the Jasper County Register of Deeds, which ordinance approved the County's entry into and execution of the development agreement (the "Development Agreement") that had been negotiated between the County and Conduit Street Partners, LLC, the "Developer").

WHEREAS, Ordinance O-2022-14 further contained a provision (in Paragraph 2 thereof) that instituted a deadline of June 30, 2023, by which the "Owner/Developer" (defined therein as CSP) must acquire legal title to the Property (the "Acquisition Deadline"); otherwise, the Development Agreement would automatically be null and void. The phrase imposing the Acquisition Deadline read as follows:

“[I]t is specifically recited that the provisions of the Development Agreement are expressly intended for the benefit of the Owner/Developer Conduit Street Partners. To the extent the Property is not conveyed to the Owner/Developer by the current legal owner by June 30, 2023, then the Development Agreement shall be void, regardless of any execution by the Council Chairman and delivery by the County Administrator on behalf of the County.” (emphasis added)

WHEREAS, subsequently by Ordinance o-2023-06, the acquisition deadline was amended to read "*To the extent the Property is not conveyed to the Developer by the current legal owner by **December 31, 2023**, then the Development Agreement shall be void, regardless of any execution by the Council Chairman and delivery by the County*

Administrator on behalf of the County.” (emphasis added) to address permitting delays with outside agencies; and

WHEREAS, the Developer has provided correspondence from the Army Corps of Engineers dated August 18, 2023, which states that the permit review has been transferred to another District in New Mexico because of workload constraints, likely resulting in further delays in receiving Corps permits in addition to delays and extended reviewing times of other controlling jurisdictional authorities and agencies whose approvals are required to obtain the Developer’s development permits; and

WHEREAS, Ordinance O-2023- 06 defines the Developer “as Conduit Street Partners, LLC”; and

WHEREAS, the Development Agreement defines the Developer as meaning “*the Owner, along with any and all successors in title, assigns or lessees of the Owner who are transferred in writing from the Owner all or a portion of the Development Rights under this Agreement and undertake Development of any portion of the Property, as applicable in the context where such term is used.*” and

WHEREAS, the Development Agreement further defines the “Owner” as “*Conduit Street Partners, LLC, a Maryland limited liability company, its corporate successors and any assignee, whereby such interest is assigned in writing to it by Owner. Owner has a present equitable interest in the Property by virtue of a contract to purchase with Current Legal Owner*”.

WHEREAS, as the terms of the Ordinance do not explicitly recognize that Conduit Street Partners, LLC, defined as “Owner/Developer” in the Development Agreement, includes the successors and assigns (including affiliated entities); and

WHEREAS, in order to make such a clarification, it is not necessary to amend the Development Agreement, since the Development Agreement already defines the “Developer” and “Owner” as including the successors and assigns of Conduit Street Partners, LLC (which would include affiliated entities); and

WHEREAS, after giving the matter consideration, the Jasper County Council has determined that it would be appropriate to pass an ordinance amending Ordinance 2023-06 to explicitly recognize and provide that the property must be conveyed to the Owner/Developer as defined in the Development Agreement, and further extending the Acquisition Deadline to accommodate permitting matters with outside agencies; and

WHEREAS, it has come to the County’s attention that an Exhibit to the Development Agreement (Exhibit E), which provided the form of the Assignment to be used when property was transferred to others was inadvertently omitted from the document and is not filed with the recorded Development Agreement, and that further, there was mislabeling of Exhibits by the mention of two separate exhibits (E and F);

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

1. The last sentence of Paragraph 2 of Ordinance O-2023- 06 is hereby amended to read as set forth immediately below.
2. “To the extent the Property is not conveyed by the current legal owner to the Developer, as Developer and Owner are defined in the Development Agreement recorded at in the office of the Jasper County Register of Deeds in Book 1107 at Pages 1678 - 1718, by the later of **December 31, 2023, or ninety (90) days after receipt of all final outside agency land use and development permit approvals, including, but not limited to the Army Corps of Engineers permits**, then the Development Agreement shall be void, regardless of any execution by the Council Chairman and delivery by the County Administrator on behalf of the County.
3. The extension of the Acquisition Deadline effected by this Ordinance shall not require any amendment or modification of the Development Agreement between the Developer and Jasper County. Accordingly, the terms of such Development Agreement shall remain in effect, subject to the new Acquisition Deadline set forth above.
4. The Form of Assignment attached hereto (Exhibit E is a complete Assignment, Exhibit E-1 is a partial Assignment) to be used when transferring rights and obligation under the Development Agreement are approved by County Council, with leave for the County Administrator, upon advice from the County Attorney, to make such non-substantial modifications as may be desirable to best accomplish the identification of, and responsibilities and obligations being transferred.
5. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances shall 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 it 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.

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

Martin L. Sauls, IV
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # 2023-__

First Reading: September 18, 2023

Public Hearing: October 2, 2023

Second Reading: _____

Third Reading: _____

Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

WHEREAS, on _____, 202____, Assignee, as assignee of Assignor as purchaser under the Real Estate Contract, purchased and acquired all of the Property from the Current Legal Owners and now proposes to develop, or cause to be developed therein, residential and community amenity uses and related site infrastructure improvements, as further described in the Development Agreement; and,

WHEREAS, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume, all of Assignor's rights, title, interests, privileges and obligations in, to and under the terms of the Development Agreement, thus necessitating the preparation and execution of the within Assignment and Assumption.

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

1. Assignment and Assumption of Rights. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor's rights, title, interests, privileges and obligations in, to and under the Development Agreement and the CSP PDD Standards (the "PDD Standards"), including, but not limited to, all of Assignor's rights, title, interests and privileges in and under the Development Agreement to develop and construct up to Two Hundred Seventy-five (275) residential dwelling units on the Property. Assignee hereby assumes and agrees to perform all of Assignor's rights, privileges and obligations as described in the Development Agreement. Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Property in accordance with such terms. The rights, privileges and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. Transfer of Obligation to Pay Development Fees. The obligation of the Owner (as defined in the Development Agreement) to comply with the terms of Article XI of the Development Agreement, concerning the payment of the Development Fees and administrative charges, as such relate to the Property, is hereby included in Assignor's assignment and Assignee's assumption herein. Assignee hereby assumes the Owner's obligations to pay the Development Fees and administrative charges related to the Property, as said obligations are set forth in Article XI of the Development Agreement.

3. Enumeration of Assigned and Assumed Rights and Obligations. For purposes of illustration only, and not as a limitation on the assignment and assumption effectuated by Paragraph 1 above, Assignor hereby assigns and Assignee hereby assumes and agrees to perform and be bound by the following:

1.1 Assignor does hereby assign and transfer to Assignee all of Assignor's rights, title and interest in, to and under the Development Agreement, including, but not limited to, all of Assignor's rights, title, interests and privileges in and under the Development Agreement to develop and construct up to Two Hundred Seventy-five (275) residential dwelling units on the Property (the "Development Rights"); and

1.2 Assignee assumes the obligation to pay any Development Fees and administrative charges identified in Article XI of the Development Agreement as they relate to the Property, as set forth in Paragraph 2 above.

4. Default and Enforcement of Provisions. As provided in Article XV 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 Assignment and Assumption incident to the Property, the non-defaulting party may pursue any and all legal or equitable remedies, including specific performance, against the defaulting party.

5. 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 or other matters (including reasonable attorney fees) arising out of any breach by Assignee of the Development Agreement from and after the date of this Assignment and Assumption. Assignor agrees to indemnify, defend and hold harmless Assignee, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages or other matters (including reasonable attorney fees) arising out of any breach by Assignor of the Development Agreement prior to the date of this Assignment and Assumption.

6. 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 XVII of the Development Agreement and shall be addressed as follows:

As to Assignee:

As to Assignor:

Conduit Street Partners, LLC
59 Franklin Street
Annapolis, MD 21401
Attn: Peter Zadoretzky
E-mail: pzadoretzky@oapartners.com

With a required copy to:

Bouhan Falligant LLP
One West Park Avenue
Savannah, GA 31401
Attn: John D. Northup III, Esq.
E-mail: jdnorthup@bouhan.com

As to Jasper County:

County Administrator, Jasper County
358 Third Avenue
Courthouse Square
Post Office Box 1149
Ridgeland, South Carolina 29936
Attn: Andrew P. Fulghum
Email: afulghum@jaspercountysc.gov

With a required copy to:

County Attorney, Jasper County
358 Third Avenue
Courthouse Square
Post Office Box 1149
Ridgeland, South Carolina 29936
Attn: David L. Tedder, Esq.
Email: dtedder@jaspercountysc.gov

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

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

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.

Acknowledgment by Jasper County. By its signature below, Jasper County hereby acknowledges the assignment of development rights and obligations as set forth herein. Any further assignments by the Assignee must be provided to Jasper County, consistent with the terms of the Development Agreement.

[Signatures Contained on Following Pages]

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

Assignor:

CONDUIT STREET PARTNERS, LLC,
a Maryland limited liability company

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Name:

Its:

STATE OF SOUTH CAROLINA)

) **ACKNOWLEDGMENT**

COUNTY OF _____)

I, the undersigned Notary Public for South Carolina, do hereby certify that _____, as _____ of **CONDUIT STREET PARTNERS, LLC**, a Maryland limited liability company, on behalf of said company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officer/member/manager of said company, who acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 202__.

Notary Public for South Carolina
My commission expires:

Assignee:

_____,
a _____

Signed, sealed and delivered
in the presence of:

Witness

By: _____
Name:
Its:

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that _____, as _____ of _____, a _____, on behalf of said [corporation][company], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officer/member/manager of said [corporation][company], who acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 202__.

Notary Public for South Carolina
My commission expires:

SECOND EXHIBIT TO ORDINANCE

EXHIBIT E -1
for Development Agreement

Partial Assignment of Property

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 this _____ day of _____, 202_, by and among **CONDUIT STREET PARTNERS, LLC**, a Maryland limited liability company (“Assignor”), _____, a _____ (“Assignee”), and **JASPER COUNTY, SOUTH CAROLINA** (“Jasper County”).

WHEREAS, on or about August 6, 2022, Assignor entered into a Development Agreement (the “Development Agreement”) with Jasper County, incident to development of certain real property located in the unincorporated area of Jasper County, consisting of approximately 38.84 acres (the “Property”), as more particularly described in the Development Agreement recorded August 10, 2022, in the Office of the Register of Deeds for Jasper County, South Carolina in Book 1107 at Page 1678, and which Property is described on Exhibit “A” attached thereto; and,

WHEREAS, on _____, 202____, Assignor and Assignee entered into an Agreement of Sale (“Agreement”) providing for the sale by Assignor to Assignee of _____ acres (“Transferred Property”) as described on Exhibit “A” attached hereto; and,

WHEREAS, the remaining balance of the original Property made subject to the Development Agreement, and not previously transferred to others, containing approximately _____ acres, and all development rights and obligations specifically associated therewith, is hereby presently retained by the Assignor (“Retained Property”) as described in Exhibit “B” attached hereto; and,

WHEREAS, as an integral part of the conveyance of a portion of the original Property by 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 obligations 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:

2. Partial Assignment and Assumption of Rights. 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 and the Malphrus Tract PDD Standards (“PDD Standards”) to develop up to _____

Dwelling Units applicable to the Transferred Property, together with up to _____ acres of Commercial development rights and commercial square footage of the types described below, except for those certain excluded obligations, rights and privileges (“Excluded Obligations”) identified below. 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, except for the Excluded Obligations. 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.

3. Excluded Obligations. The obligation of the Owner or a Subsequent Developer, as applicable, to comply with the terms of Article XI of the Development Agreement, concerning the payment of a prorated amount of the Development Fees and administrative charges, as such relate to the Retained Property, only is hereby excluded from Assignor’s assignment and Assignee’s assumption herein; provided, however, Assignee assumes the obligations to pay a prorated amount of the Development Fees and administrative charges related to the Transferred Property and the transfer of it by Assignor to Assignee, as said obligations are set forth in Article XI of the Development Agreement.

4. Enumeration of Assigned and Assumed Rights and Obligations. For purposes of illustration only, and not as a limitation on the assignment and assumption effectuated by Paragraph 1 above, Assignor hereby assigns and Assignee hereby assumes and agrees to perform and be bound by the following:

4.1 Assignor shall assign and does hereby transfer to Assignee all of Assignor’s rights, title and interest to develop up to _____ Dwelling Units and up to _____ acres of Commercial development and _____ square feet of _____(type of commercial development) (“Development Rights”); and

4.2 Assignee assumes the obligation to pay any Development Fees and administrative charges identified in Article XI as they relate to the Transferred Property, as set forth in Paragraph 2 above; and

5. Default and Enforcement of Provisions. As provided in Section XV 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 any and all legal or equitable remedies, including specific performance, against the defaulting party.

6. 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 or other matters arising out of any breach by Assignee of the Development Agreement.

7. 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 XVII of the Development Agreement and shall be addressed as follows:

As to Assignee:

With a required copy to:

To Assignor:

Conduit Street Partners, LLC
59 Franklin Street
Annapolis, MD 21401
Attn: Peter Zadoretzky
E-mail: pzadoretzky@oapartners.com

With a required copy to:

Bouhan Falligant LLP
One West Park Avenue
Savannah, GA 31401
Attn: John D. Northup III, Esq.
E-mail: jdnorthup@bouhan.com

8. 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.

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

10. 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.

11. Acknowledgment by Jasper County. By its signature below, Jasper County hereby acknowledges the assignment of development rights and obligations as set forth herein. Any further assignments by the Assignee must be provided to Jasper County, consistent with the terms of the Development Agreement.

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: _____

Notary

By: _____
Name Printed: _____

Its: _____

STATE OF SOUTH CAROLINA

COUNTY OF _____

)
)
)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that _____, as _____ of _____, on behalf of _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officer/member/manager of _____, who acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 202____.

Notary Public for South Carolina
My commission expires:

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

CONDUIT STREET PARTNERS, LLC,
a Maryland limited liability company

Signed, sealed and delivered
in the presence of:

Witness

By: _____
Name:
Its:

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that _____, as _____ of **CONDUIT STREET PARTNERS, LLC**, a Maryland limited liability company, on behalf of said company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officer/member/manager of said company, who acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 202__.

Notary Public for South Carolina
My commission expires:

Signed, sealed and delivered
in the presence of:

WITNESSES:
CAROLINA

JASPER COUNTY, SOUTH

By: _____
_____, County Administrator

Attest: _____
_____, Clerk to Council

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF JASPER)

I HEREBY CERTIFY, that on this ____ day of _____, 202__,
before me, the undersigned Notary Public of the State and County aforesaid, personally
appeared _____ and _____, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within document,
as the appropriate officials of Jasper County, South Carolina, who acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2023.

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT A
DESCRIPTION OF TRANSFERRED PROPERTY

EXHIBIT B
DESCRIPTION OF RETAINED PROPERTY

AGENDA

ITEM :

#11



Jasper County Finance Department

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

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

Jasper County Council Bid Presentation New Roof for Various Jasper County Buildings

Meeting Date:	September 18, 2023
Subject:	Presentation and consideration of bids for roof replacement for various Jasper County buildings
Recommendation:	Accept bid proposal from Cleland Building Solutions, LLC
Submitted for:	Council to accept the bid proposal submitted by Cleland Building Solutions, LLC in the amount of \$77,071.12

Description: Jasper County advertised for sealed bids for the roof replacement at six (6) Jasper County buildings. The buildings are as follows:

- 1) Chamber of Commerce, 403 Russell Street, Ridgeland, SC 29936—approximately 4,314 sq. ft.
- 2) Probate Judge, 306 3rd Avenue, Ridgeland, SC 29936—approximately 1,516 sq. ft.
- 3) Information Technology Services, 198 2nd Avenue, Ridgeland, SC 29936—approximately 2,100 sq. ft.
- 4) Probation and Parole, 214 2nd Avenue, Ridgeland, SC 29936—approximately 2,334 sq. ft.
- 5) Family Court Offices, 224 2nd Avenue, Ridgeland, SC 29936—approximately 1,421 sq. ft.
- 6) Former Clemson Extension Building, 248 W. Langford Street, Ridgeland, SC 29936—approximately 3,095 sq. ft.

The bids were due to the County at 2 PM on September 6, 2023. Four (4) bids were received timely and one was compliant with bid requirements. The compliant and perceived low bidder is Cleland Building Solutions, LLC for a total of \$77,017.12.

All bidders were required to attend a mandatory pre-bid meeting. All respondent bidders attended the pre-bid meeting.

The invitation stated the following:

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

The bid security requirements were clarified through an addendum issued on September 5th via SCBO, Vendor Registry and the Jasper County website., All bidders and potential bidders received the addendum via email through Vendor Registry. The addendum, Addendum #1, is attached.

Recommendation: Staff recommends that the Council accept the bid proposal submitted by Cleland Building Solutions, LLC and authorize Mr. Fulghum to execute all necessary documents.

Attachments:

Bid Tabs

Cleland Building Solutions, LLC bid

Robert Nunnery Roofing bid

Harper Roofing bid

Ram Construction of SC, LLC bid

Advertisement for Bid and Addendum #1

Addendum #1

Invitation to Bid #2024-1



Jasper County Bid Sheet

New Roof for Various Jasper
County Buildings
2/6/2023

Company Name	Address	Amount of Bid	Remarks/Total
Cleland Building Solutions, LLC		\$77,071.12	
Harper Roofing		\$65,900.00	
Ram Construction SC, LLC		\$88,700.00	
Robert w. Nunnery Roofing		\$60,040.00	



ESTIMATE

Cleland Building Solutions

Trevor Cleland
(843) 226-6624
trevorcleland@icloud.com
P.O.BOX 2444 Ridgeland SC 29936

Bill To

Kimberly Burgess Director Administrative Services Jasper County
358 Third Avenue Suit 304 Ridgeland SC 29936

Estimate #289

Issued 09/04/2023

Description	QTY	Price, USD	Amount, USD
Chamber of Commerce	1	\$12,511.24	\$12,511.24
Probate Judge Office	1	\$11,174.76	\$11,174.76
Technology Services	1	\$11,225.17	\$11,225.17
Probation and Parole	1	\$14,072.13	\$14,072.13
Family Court Office	1	\$8,202.26	\$8,202.26
Former Clelmsen Extension Building	1	\$19,885.56	\$19,885.56
		Subtotal	\$77,071.12
		Total	\$77,071.12

Notes & Payment instructions

Total for Bid #2024-1

Includes 30 year shingle match in color and quality of Jasper county public defender office

Plywood replacement will be \$72.67 per sheet 32sqft

Fascia board will be \$4.67 linear ft

Gutter that needs to be replaced will be \$6.42 linear ft



ESTIMATE

Cleland Building Solutions

Trevor Cleland
(843) 226-6624
trevorcleland@icloud.com
P.O.BOX 2444 Ridgeland SC 29936

Bill To
Chamber Of Commerce

Estimate #EST284
Issued 09/04/2023

Description	QTY	Price, USD	Amount, USD
Shingles Per bundle	90	\$37.47	\$3,372.30
Drip edge Per pice	35	\$9.58	\$335.30
Ridge vent Per pice	28	\$10.50	\$294.00
Roofing nails Per box	3	\$59.98	\$179.94
Disposal (nontaxable) Per ton	3.96	\$106.41	\$421.38
Labor/overhead (nontaxable) Per square	33	\$215.52	\$7,112.16
Hip/ridge Per bundle	4	\$68.71	\$274.84

Starter shingles Per bundle	4	\$27.58	\$110.32
		Subtotal	\$12,100.24
		Tax 9%	\$411.00
		Total	\$12,511.24



ESTIMATE

Cleland Building Solutions

Trevor Cleland
(843) 226-6624
trevorcleland@icloud.com
P.O.BOX 2444 Ridgeland SC 29936

Bill To
Probate Judge Office

Estimate #EST285
Issued 09/04/2023

Description	QTY	Price, USD	Amount, USD
Shingles Per bundle	81	\$37.47	\$3,035.07
Drip edge Per pice	30	\$9.58	\$287.40
Ridge vent	20	\$10.50	\$210.00
Roofing nails Per box	2	\$59.98	\$119.96
Disposal (nontaxable)	3.6	\$106.41	\$383.08
Labor/ overhead (nontaxable) Per square	30	\$215.52	\$6,465.60
Hip/ ridge Per bundle	3	\$68.71	\$206.13

Starter shingles	4	\$27.58	\$110.32
		Subtotal	\$10,817.56
		Tax 9%	\$357.20
		Total	\$11,174.76



ESTIMATE

Cleland Building Solutions

Trevor Cleland
(843) 226-6624
trevorcleland@icloud.com
P.O.BOX 2444 Ridgeland SC 29936

Bill To

Technology Services
198 2nd Avenue Ridgeland Sc 29936

Estimate #EST286

Issued 09/04/2023

Description	QTY	Price, USD	Amount, USD
Shingles Per bundle	84	\$37.47	\$3,147.48
Drip edge Per pice	23	\$9.58	\$220.34
Ridge vent Per pice	17	\$10.50	\$178.50
Roofing nails Per box	3	\$59.98	\$179.94
Disposal (nontaxable) Per ton	3.6	\$106.41	\$383.08
Labor/ overhead (nontaxable) Per Square	30	\$215.52	\$6,465.60

Hip/ ridge Per bundle	3	\$68.71	\$206.13
Starter shingles Per bundle	3	\$27.58	\$82.74
		Subtotal	\$10,863.81
		Tax 9%	\$361.36
		Total	\$11,225.17



ESTIMATE

Cleland Building Solutions

Trevor Cleland
(843) 226-6624
trevorcleland@icloud.com
P.O.BOX 2444 Ridgeland SC 29936

Bill To

Probation And Parole
214 2nd Avenue Ridgeland SC 29936

Estimate #EST287

Issued 09/04/2023

Description	QTY	Price, USD	Amount, USD
Shingles Per bundle	107	\$37.47	\$4,009.29
Drip edge Per pice	29	\$9.58	\$277.82
Ridge vent Per pice	16	\$10.50	\$168.00
Roofing nails	3	\$59.98	\$179.94
Disposal (nontaxable) Per ton	4.56	\$106.41	\$485.23
Labor/ overhead (nontaxable) Per square	38	\$215.52	\$8,189.76
Hip/ ridge	3	\$68.71	\$206.13

Per bundle			
Starter shingles Per bundle	4	\$27.58	\$110.32
		Subtotal	\$13,626.49
		Tax 9%	\$445.64
		Total	\$14,072.13



ESTIMATE

Cleland Building Solutions

Trevor Cleland
(843) 226-6624
trevorcleland@icloud.com
P.O.BOX 2444 Ridgeland SC 29936

Bill To

Family Court Offices
224 2nd Avenue Ridgeland Sc 29936

Estimate #EST288

Issued 09/04/2023

Description	QTY	Price, USD	Amount, USD
Shingles Per bundle	58	\$37.47	\$2,173.26
Drip edge Per pice	21	\$9.58	\$201.18
Ridge vent Per pice	15	\$10.50	\$157.50
Roofing nails Per box	2	\$59.98	\$119.96
Disposal (nontaxable) Per ton	2.4	\$106.41	\$255.38
Labor/ overhead (nontaxable)	22	\$215.52	\$4,741.44
Hip/ ridge	3	\$68.71	\$206.13

Starter shingles	3	\$27.58	\$82.74
		Subtotal	\$7,937.59
		Tax 9%	\$264.67
		Total	\$8,202.26



ESTIMATE

Cleland Building Solutions

Trevor Cleland
(843) 226-6624
trevorcleland@icloud.com
P.O.BOX 2444 Ridgeland SC 29936

Bill To
Former Clemson Extension Building

Estimate #EST282
Issued 08/17/2023

Description	QTY	Price, USD	Amount, USD
Shingles Per bundle	152	\$37.47	\$5,695.44
Drip edge Per pice	34	\$9.58	\$325.72
Ridge vent Per pice	27	\$10.50	\$283.50
Roofing nails Per box	4	\$59.98	\$239.92
Disposal (nontaxable) Per ton	6.24	\$106.41	\$664.00
Labor/ overhead (nontaxable) Per square	54	\$215.52	\$11,638.08
Hip/ ridge Per bundle	4	\$68.71	\$274.84

Starter shingles Per bundle	5	\$27.58	\$137.90
		Subtotal	\$19,259.40
		Tax 9%	\$626.16
		Total	\$19,885.56

Notes & Payment instructions

Includes 30 year shingle match in color and quality of the jasper county public defender office

ROBERT W. NUNNERY ROOFING

Serving South Carolina Since 1972

1161 DOLLARD ROAD

SUMMERTON, SC 29148

PHONE (803)478-2950 CELL (803)-410-0260

EMAIL: rwnroofing@gmail.com

September 6, 2023

Jasper County

358 Third Avenue, Ste. 304

Ridgeland, SC 29936

Attn: Kimberly Burgess, Director Admin. Services

Re: Invitation to Bid #2024-1
New Roofs for Various Buildings

We propose to furnish all labor and materials to complete the following work on each of the named buildings. The scope of work is limited to:

- 1) Remove existing shingles down to roof deck sheathing and haul off to landfill.
- 2) Inspect deck sheathing and replace any damaged as per unit price (not included in base bid).
- 3) Install synthetic felt over deck sheathing.
- 4) Install new metal eave strip.
- 5) Flash dormers.
- 6) Install 30 year Shingle roof system.
- 7) Install ridge over cent ridge.
- 8) Install new soil pipe flashings.
- 9) Clean up job site daily.
- 10) Furnish owner with a 3 year labor warranty and a 30 year material warranty.

Total Amount Bid:

Chamber of Commerce \$17,695.00

Probate Judge \$7,175.00

Information Technology Services \$7,930.00

Probation and Parole \$8,190.00
Family Court Office \$6,850.00
Former Clemson Ext. Bldg. \$12,200.00

Unit Pricing (Amounts not included in Total Amount Bid):

½" Deck Sheathing \$2.25sf.
1x8 Fascia \$8.00LF
2x6 Rafters \$8.00LF
Siding at Dormers \$24.00sf.

We would like to thank you for allowing our company to submit a proposal for this work. We look forward to hearing from you on this matter. Please do not hesitate to contact our office with any questions.

Thank you,
Robert Nunnery

ESTIMATE

Prepared For



Kimberly Burgess - Director Administrative
Services Jasper County
358 Third Avenue, Suite 304
Ridgeland, SC 29936
(843) 368-3194

Harper Roofing

924 Belleview Cir W, Building #1
Beaufort, SC 29902
Phone: (843) 934-6017
Email: andre.harperroofing@gmail.com

Estimate # 17366
Date 08/24/2023
Business / Tax # Harper Construction

Description

Total

Jasper County Buildings Roof Replacements: approx. 6 buildings	\$65,900.00
--	-------------

Contemplated Buildings:

- 1) Chamber of Commerce, 403 Russell St
- 2) Probate Judge, 306 3rd Ave
- 3) Information Technology Services, 198 2nd Ave
- 4) Probation and Parole, 214 2nd Ave
- 5) Family Court Offices, 224 2nd Ave
- 6) Former Clemson Extension Building, 248 W. Langford St

Scope of work for each Building:

Remove existing shingles and replace with Owens Corning Duration architectural shingles (Color: ONYX BLACK*)

- Wind Resistance up to 130 MPH.
- StreakGuard™ Algae Resistance Protection
- TruDefinition® Color Platform
- SureNail® Technology
- 30+ Year ProRated shingles

Apply waterproof synthetic underlayment on entire roof decking.

Install ice and water shield in all roof penetrations, valleys, and roof faces with pitches equal to or lower than 3/12.

Install drip edge around perimeter of roof.

Install universal starter course around perimeter. (all rakes and eaves)

Install Owens Corning Ventsure ridge vents for proper ventilation of attic and roof

Install shingles over ridge vent for neat and clean appearance

Inspect and re-flash/reseal chimneys and sidewall flashing as needed.

Replace all plumbing/pipe collars - galvanized durable black pipe boots.

Tarp and protect dwelling and landscaping.
Sweep yard and driveway with magnetic nail sweepers and clean up all remaining debris.
3 sheets of OSB provided for any wood rot found.
-\$55 per sheet thereafter.
Haul away and dispose of debris and waste. Dumpster loads included.

*ONYX BLACK: Color match to County Public Defender's roof at 262 3rd Avenue.

Additional:

Fascia replacement to be assessed on site: \$20.00 per linear ft
Soffit replacement to be assessed on site: \$25.00 per linear ft
Gutters/downspouts to be inspected on site and replaced if needed: \$45.00 per linear ft
Roof Decking rot replacement: 3 sheets 4x8 OSB/Plywood included per Building. Additional sheets \$55.00 EA
Chimney Caps: 3 Custom fabricated 032mm Aluminum black chimney caps \$ 1,500.00
- 403 Russell St: 33.5in x 16.5in (one chimney cap)
- 306 3rd Ave: 16.5in x 16.5in and 25in x 16.5in (two chimney caps)

All Permits to be pulled and posted.
All Labor and Material included from roof deck up.
5 year workmanship warranty provided by Harper Construction.
Limited Lifetime warranty provided by Owens Corning.

Subtotal	\$65,900.00
<hr/>	
Total	\$65,900.00

By signing this document, the customer agrees to the services and conditions outlined in this document.

Kimberly Burgess - Director Administrative
Services Jasper County



9/5/23

Kimberly Burgess
Director Administrative Services
Jasper County
358 Third Avenue, Suite 304
Ridgeland, SC 29936

Ms. Burgess:

Per our communication with Mr. Olan Roberts, we are submitting this bid proposal for new roof replacement on various Jasper County buildings – Bid invitation #2024-1

The cost to remove and replace the roof with thirty (30) year architectural shingles that match, in color and quality per bid invitation requirement is as follows:

- 1) Chamber of Commerce, 403 Russell Street, Ridgeland, SC 29936—approximately 4,314 sq. ft. **\$17,950**
- 2) Probate Judge, 306 3rd Avenue, Ridgeland, SC 29936—approximately 1,516 sq. ft. **\$12,550**
- 3) Information Technology Services, 198 2nd Avenue, Ridgeland, SC 29936— approximately 2,100 sq. ft. **\$12,200**
- 4) Probation and Parole, 214 2nd Avenue, Ridgeland, SC 29936—approximately 2,334 sq. ft. **\$14,100**
- 5) Family Court Offices, 224 2nd Avenue, Ridgeland, SC 29936—approximately 1,421 sq. ft. **\$10,100**
- 6) Former Clemson Extension Building, 248 W. Langford Street, Ridgeland, SC 29936—approximately 3,095 sq. ft. **\$21,800.**

Total Cost \$88,700

Thank you for this opportunity.

Alex Navarro
Manager
Ram Construction SC, LLC
843-338-0072
Alex@RamConstructionOnline.com

Kimberly Burgess

From: South Carolina Business Opportunities <noreply@mmo.sc.gov>
Sent: Tuesday, September 5, 2023 10:33 AM
To: Kimberly Burgess
Subject: SCBO Advertisement Submission

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

NOTICE:

Please note: On Monday, September 4, 2023, SCBO ads and registration requests will not be processed while State Government offices are closed for Labor Day. Please plan accordingly.

Multi-factor authentication is coming to vendor registration in September. [Read more.](#)

Your SCBO advertisement (AD# 43039) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

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

The information you submitted for the advertisement is included below:

Category: Minor Construction

Advertisement Date: Tue, 09/05/2023 - 00:00

Project Name: Addendum #1 Roof Replacement for Various Jasper County Buildings

Project Number: IVTB #2024-1

Project Location: Ridgeland, SC

Description of Project/Services:

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

ALL ELSE REMAINS THE SAME.

Quote Due Date/Time: Wed, 09/06/2023 - 14:00

Construction Cost Range: \$10,000 - \$100,000

Agency Project Coordinator: Olan Roberts

Email: oroberts@jaspercountysc.gov

Telephone: (843) 368-3194

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

Kimberly Burgess

From: South Carolina Business Opportunities <noreply@mmo.sc.gov>
Sent: Tuesday, August 8, 2023 5:25 PM
To: Kimberly Burgess
Subject: SCBO Advertisement Submission

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

NOTICE:

Please note: The SCBO advertisement deadline is **12:00 noon** each weekday.
Ads submitted after that time may not appear in SCBO until the next business day.

Your SCBO advertisement (**AD# 42411**) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

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

The information you submitted for the advertisement is included below:

Category: Minor Construction

Advertisement Date: Tue, 08/08/2023 - 00:00

Project Name: Roof Replacement for Various Jasper County Buildings

Project Number: IVTB #2024-1

Project Location: Various locations

Description of Project/Services:

Removal of existing roof and replacement of the roof with thirty (30) year architectural shingles that match, in color and quality, the Jasper County Public Defender's roof at 262 3rd Avenue, Ridgeland, SC 29936. The bid should include the replacement of any damaged wood found during the removal process. There are six (6) buildings included in this bid, primarily in the Town of Ridgeland.

Quote Due Date/Time: Wed, 09/06/2023 - 14:00

Construction Cost Range: \$10,000 - \$100,000

Agency Project Coordinator: Olan Roberts

Email: oroberts@jaspercountysc.gov

Telephone: (843) 368-3194

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

Ad Creation Date: Tue, 08/08/2023 - 17:25



**INVITATION TO BID
#2024-1
NEW ROOF FOR VARIOUS BUILDINGS
ADDENDUM #1
SEPTEMBER 5, 2023**

Jasper County is accepting sealed bids for a NEW ROOF for various Jasper County buildings until the 6th day of September 2023 at 2:00 P.M. at which time all bids received timely will be opened.

ADDENDUM #1

Bid Requirements:

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

ALL ELSE REMAINS THE SAME.



INVITATION TO BID
#2024-1
NEW ROOF FOR VARIOUS BUILDINGS
August 9, 2023

Jasper County is accepting sealed bids for a NEW ROOF for various Jasper County buildings until the 6th day of September 2023 at 2:00 P.M. at which time all bids received timely will be opened.

To be considered a valid bid, each organization submitting a bid ("Bidder") must assure receipt by the Director of Administrative Services for Jasper County no later than 2:00 p.m. local time, Wednesday, September 6, 2023, at which time all bids received will be opened in the Jasper County Council Chambers, 358 Third Avenue, Ridgeland, SC 29936. To be deemed "received" a bid may be submitted via mail, hand delivered, or delivered electronically through the County's Vendor Registry webpage. A link to County's Vendor Registry webpage may be found under "What's New", "Bids & Solicitations", on the County's website at www.jaspercountysc.gov. Bidders may also deliver a hard copy of their bid to the address below. Bidders choosing to submit a hard copy should submit an original and two copies. Any bids submitted or delivered after the above time will not be accepted under any circumstances.

Bids should be delivered to the address below:

Kimberly Burgess
Director Administrative Services
Jasper County
358 Third Avenue, Suite 304
Ridgeland, SC 29936

Bids may be mailed to the address below:

Kimberly Burgess
Director Administrative Services
Jasper County
P O Box 1149
Ridgeland, SC 29936

Questions may be directed to Olan Roberts, Building Maintenance Mgr., at oroberts@jaspercountysc.gov or (843) 368-3194.

Description of Work:

Remove and replace the roof with thirty (30) year architectural shingles that match, in color and quality, the Jasper County Public Defender's roof at 262 3rd Avenue, Ridgeland, SC 29936. The bid should include the replacement of any damaged wood found during the removal process.

The buildings are as follows:

- 1) Chamber of Commerce, 403 Russell Street, Ridgeland, SC 29936—approximately 4,314 sq. ft.
- 2) Probate Judge, 306 3rd Avenue, Ridgeland, SC 29936—approximately 1,516 sq. ft.
- 3) Information Technology Services, 198 2nd Avenue, Ridgeland, SC 29936—approximately 2,100 sq. ft.
- 4) Probation and Parole, 214 2nd Avenue, Ridgeland, SC 29936—approximately 2,334 sq. ft.
- 5) Family Court Offices, 224 2nd Avenue, Ridgeland, SC 29936—approximately 1,421 sq. ft.
- 6) Former Clemson Extension Building, 248 W. Langford Street, Ridgeland, SC 29936—approximately 3,095 sq. ft.

Bid Requirements:

All bidders must attend a pre-bid meeting scheduled for 10:00 AM on Wednesday, August 16th, 2023, at the 623 Live Oak Drive, Ridgeland, SC 29936.

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

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

Each Bidder must be qualified under the provisions of the most current State of South Carolina Contractor's Licensing Law Code. Bids will not be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law. By submitting a bid, the Bidder is certifying that it has independently determined that its licensure is adequate to authorize it to submit the bid.

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

Insurance Requirements:

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

AGENDA

ITEM :

#12

Public Comments

AGENDA

ITEM :

#13

Administrator's Report



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800*

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

Administrator's Report September 18, 2023

1. Great Conversation – October 17, 2023:

By now, each councilmember should have received an email invitation from Rev. June Wilkins to join others in a “Great Conversation!” coordinated by The Gullah & Latino Advisory Council.

The event will take place on Tuesday, October 17 at 6:00 p.m. at the Hardeeville Recreation Center.

Details follow and I look forward to seeing everyone there.

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



THE GULLAH & LATINO ADVISORY COUNCIL
CONSEJO ASESOR DE LATINO Y GULLAH

Inclusion Diversity Equity Access
Inclusión Diversidad Igualdad Acceso

By Invitation Only!

Members of the Gullah and Latino Community:

We invite you to our Hardeeville
Great Conversation!

This is your opportunity to get involved and help your family, your fellow workers and your community. These meetings are friendly, honest, and direct. They produce good ideas, positive outcomes, and new friends!

Work with us and our governments to improve local
Inclusion, Diversity, Equity, and Access (A good I.D.E.A.!)

Great Conversations lead to Good I.D.E.A.s!

Tuesday, October 17, 6pm

At the Hardeeville Recreation Center

285 John Smith Road Hardeeville, SC 29927

Dinner will be provided

Space is limited. Please RSVP right away!

Officials Attending:

*South Carolina Senator Tom Davis, South Carolina State Senator Margie Bright-Matthews,
Town Manager City of Hardeeville Michael Czymbor, Hardeeville Mayor Harry Williams,
members of Beaufort County Council, members of Jasper County Council,
members of Hardeeville Town Council, members of Hardeeville Town Staff*

If you have questions, text or call Italia Parisi @ 859-550-1072 or Terry Herron @ 843-271-9919



THE GULLAH & LATINO ADVISORY COUNCIL
CONSEJO ASESOR DE LATINO Y GULLAH

Inclusion Diversity Equity Access
Inclusión Diversidad Igualdad Acceso

Thanks for being a part of our Great Conversation!

Hello, representatives of Hardeeville, and Beaufort and Jasper County!

I am June Wilkins, the pastor of Christ Lutheran Church on Hilton Head and part of the Gullah Latino Advisory Council. I will also be the moderator of the Conversation on October 17th.

This small forum on October 17th will be an excellent opportunity for all of us to listen and learn from an audience of 20 to 25 participants from Beaufort and Jasper Counties.

These Great Conversations are just that: conversations. They are mostly opportunities for you (The Panelists) to hear from your constituents about issues facing the Latino and Gullah communities in the Low Country. This is not intended to be a place for you, the Panelist, to give talks or lay out promises or campaign platforms. We are not looking for instant answers or solutions to the difficult issues that concern the community participants. Rather it's intended to be a place that you can hear from your constituents and ask them questions about their experiences and the experiences of the communities they live and work with on a daily basis. We envision this as a true conversation that will enrich your leadership. We hope you will go back to your positions with a greater understanding and compassion for the Latino and Gullah Communities.

These Conversations also include a longer term, pro-active search to recruit leaders within these marginalized groups who might want to be involved in mainstream civic society and infrastructure, including Town and County visioning, planning, design, and execution of projects and initiatives. We also intend to grow the membership of our "Gullah & Latino Advisory Council" along the way.

We will be asking each community participant for a list of concerns and issues they might want to discuss with the Panel. We'll gather these by October 3rd, then correlate them to you to let you know what to expect, at least to some degree. We are working hard to have a relatively equal number of attendees from both the Gullah and Latino communities.

We will not video the meeting, but we will capture and sort all the comments, then summarize them for everyone in attendance. We will also use this content to encourage our nearby municipalities to join us in this outreach approach.

These two marginalized groups both represent vital and substantial 'economic engines'. Our organization aims to create a more reliable level of cultural sustainability through their integration into the mainstream of our community. But too often these groups are not part of our thoughts, understanding, or leadership. It's time we intentionally invited Gullah and Latino people in and change that paradigm. Let's not wait for the future, let's plan it and make it happen, with inclusive participation, help, and direction from our Gullah & Latino communities!

We can't thank you enough!

Pastor June Wilkins Phone # 843-785-5560 or pastorjune@clchhi.com
Terry Herron Cell: 843-271-9919

Attached is our invitation flyer. We will brief you after October 3rd.

Andrew Fulghum

From: pastorjune clchhi.com <pastorjune@clchhi.com>
Sent: Tuesday, August 22, 2023 9:58 AM
To: Marty Sauls; Barbara Clark; John Kemp; Caroline Garbade; Alvin Adkins; Andrew Fulghum; Danny Lucas; Wtw843@aol.com; jcarroll@hardeevillesc.gov; vguzman@hardeevillesc.gov; smeersman@hardeevillesc.gov; jpassiment@bcgov.net; mczybor@hardeevillesc.gov; nparsons@hardeevillesc.gov; hwilliams@hardeevillesc.gov
Cc: Herron Group Info; Italia Parisi
Subject: Great Conversations! 10-17-23
Attachments: IDEA Letter to panelists 10-17-23.pdf; IDEA flyer 10-17-23 FINAL.pdf

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

Dear Panelists,
Thank you for agreeing to be part of our Great Conversation!

I know you've mostly had conversations with Terry Herron, but there are more of us involved too.

Attached (and below) is a letter describing your role in this Conversation. Also attached is the invitation we're giving out to our participants in the Conversation.

We are anticipating that this will be an enlightening and positive experience for everyone involved and everyone will get to know people they normally wouldn't meet.

I am looking forward to it!
Pr. June

Rev. June Wilkins
Christ Lutheran Church
829 William Hilton Parkway
Hilton Head Island, SC 29925
843-785-5560
www.clchhi.org



THE GULLAH & LATINO ADVISORY COUNCIL
CONSEJO ASESOR DE LATINO Y GULLAH

Inclusion Diversity Equity Access
Inclusión Diversidad Igualdad Acceso

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Pastor June Wilkins Phone # 843-785-5560 or pastorjune@clchhi.com
Terry Herron Cell: 843-271-9919

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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 6, 2023 – September 18, 2023

1. Moratorium:

Discussed stakeholder meetings with planning consultant on Sept. 8. Sent emails to Mr. Dennis Averkin and Ms. Verna Arnette on Sept. 11 introducing planning consultant and encouraging dialogue.

2. Sales Taxes:

Participated in meeting on Sept. 8 with outside legal counsel and Mr. Tedder re: sales tax options for Council's consideration for 2024 referendum. The staff is working on preparing workshop materials and speakers for a future workshop on this topic.

3. Ridgeland Fire Contract:

Emails with Ridgeland Town Administrator. To be discussed in executive session with County Council on Sept. 18.

4. Tropical Storm Idalia:

Attended after action review on Sept. 8.

5. Various Development Projects:

Attended meetings with County staff, SCA staff, and outside counsel on Sept. 6 and scheduled to attend another on Sept. 13 to discuss active economic development projects.

6. Ridgeland-Claude Dean Airport:

Participated in planning meeting on Sept. 6 re: organizational meeting of the Jasper County Airport Commission to be held on Sept. 26. Organized and attended meeting with staff and representative from SC Dept. of Commerce (SCDOC) on Sept. 13.

7. Jasper County School District:

Scheduled to meet with County staff and Jasper County School District staff on Sept. 13 to discuss debt millage request and proposed County Council workshop on Sept. 18.

8. Various Transportation Projects:

Scheduled to participate in conference call on Sept. 15 with County staff and consulting engineer to review:

- Impact fee study transportation project list status
- Rt. 278 Widening Project in Ridgeland
- Rt. 462 & Knowles Island Road Intersection project
- New River Landing property
- Medical Center Drive
- Pinehaven Lane

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

None.



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Washington DC, 20004

In Reply Refer To:
FWS/AES/DRR/BCMR/078387

August 16, 2023

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

Dear Mr. Fulghum:

The U.S. Fish and Wildlife Service (Service) has adopted final revised maps for all the John H. Chafee Coastal Barrier Resources System (CBRS) units in Michigan, Minnesota, Mississippi, Ohio, Texas, Wisconsin, and 10 units in South Carolina. This fulfills a directive in the Coastal Barrier Resources Act (CBRA) that requires the Secretary of the Interior (Secretary) to review the CBRS maps at least once every 5 years and make such minor and technical modifications necessary to reflect changes in the size or location of the units as a result of natural forces (16 U.S.C. 3503(c)). The revised maps, dated December 30, 2022, are effective upon publication of a notice in the *Federal Register* on August 16, 2023 ([88 FR 55710](#)). The maps and related information are available for viewing and downloading at: <https://www.fws.gov/cbra>.

The law requires that these 5-year review modifications be made in consultation with the appropriate Federal, State, and local officials. The Service invited Federal, State, and local officials to review the proposed modifications during a 30-day stakeholder review period held from November 22, 2022 through December 22, 2022 ([87 FR 71352](#)). The Service made one change to the maps (Ohio Unit OH-06) as a result of the input provided during the stakeholder review period. The Service summarized and responded to all comments received in the *Federal Register* ([88 FR 55710](#)).

The CBRA (16 U.S.C. 3501 et seq.) was enacted by Congress in 1982 and continues to serve as an important tool for saving taxpayer money, keeping people out of harm's way, and reducing the intensity of development on coastal barriers designated within the CBRS. The law does not prohibit or regulate development; however, it removes the incentives to build on these hazard prone and ecologically sensitive areas by prohibiting most new Federal expenditures and financial assistance, including flood insurance. Coastal barrier ecosystems serve as important habitat for fish and wildlife and protect mainland communities from the full impact of hurricane winds and storm surges. Units of the CBRS are present in 23 states and territories along the Atlantic, Gulf of Mexico, Great Lakes, U.S. Virgin Islands, and Puerto Rico coasts.

The Secretary, through the Service, is responsible for administering CBRA, which includes maintaining and updating the official maps of the CBRS, consulting with Federal agencies concerning proposed Federal expenditures within the CBRS, and making recommendations to

Congress regarding proposed changes to the maps. With three narrow exceptions, only Congress—through new legislation—can modify the maps of the CBRS to add or remove areas. These exceptions, which allow the Service to make limited administrative modifications to the maps, include: (1) the 5-year review requirement, which considers changes that have occurred due to natural forces such as erosion and accretion; (2) voluntary additions to the CBRS by property owners; and (3) additions of excess Federal property to the CBRS (16 U.S.C 3503(c)-(e)). Changes that are outside the scope of this authority cannot be made by the Service administratively.

We encourage Federal, State, and local officials to consider integrating CBRS data into their GIS platforms and other information systems so that CBRS information is readily available to community officials, developers, property owners, prospective buyers, and others. We also encourage public officials to consider including CBRS information in other places such as outreach materials, building permit forms, and planning documents. These actions would help to increase awareness of the CBRS and the associated prohibitions on Federal expenditures, and aid stakeholders in making informed decisions about areas affected by CBRA. Information about the Service's digital CBRS boundary data is available at: <https://www.fws.gov/program/coastal-barrier-resources-act/maps-and-data>.

If you have any questions concerning this matter, please contact Ms. Katie Niemi, National Coastal Barriers Coordinator, Branch of Coastal and Marine Resources, at (703) 358-2071 or cbra@fws.gov.

Sincerely,



Gary Frazer
Assistant Director for
Ecological Services

SENATOR:
GEORGETOWN-CHARLESTON-HORRY
COUNTIES

COLUMBIA ADDRESS:
513 GRESSETTE SENATE OFFICE BLDG.
P.O. BOX 142
COLUMBIA, SOUTH CAROLINA 29202
TEL: 803-212-6172
FAX: 803-212-6299



COMMITTEES:
AGRICULTURE AND NATURAL
RESOURCES—FINANCE—FISH GAME &
FORESTRY—RULES

HOME ADDRESS:
PO BOX 823
MURRELLS INLET, SC 29576

STEPHEN L. GOLDFINCH
SENATORIAL DISTRICT 34

Andrew P. Fulghum
County Administrator
COUNTY OF JASPER
PO Box 1149
Ridgeland SC 29936-2620

Dear Andrew,

I would like to express my gratitude to you and **COUNTY OF JASPER** for your dedication in making your organization exceptional and South Carolina a great state. Your efforts do not go unnoticed!

I'm personally writing to invite you and **COUNTY OF JASPER** to join in co-sponsoring the Capitol Ambassadors, SC Legislative Inshore Fishing Tournament (SC-LIFT). Capitol Ambassadors is a non-profit 501(c)(3) organization which serves our Capitol Communities.

Our LIFT event will be held Wednesday, October 11th in Charleston, SC where four main river systems feed the estuaries of the Charleston Harbor. The Ashley, Cooper, Wando and Stono Rivers coalesce forming the perfect combination of oxygen and salinity, making a healthy ecosystem and inshore saltwater fishing.

This is an excellent venue to participate with us while expressing your corporate citizenship to the community. This occasion would also afford the opportunity for your corporate officers, trusted suppliers, or treasured clients to experience the superb fishing of Charleston Harbor.


Specifically, we invite you to consider co-sponsoring the Legislative Inshore Fishing Tournament through your charitable or administrative accounts. I trust you will respond favorably and participate with us (Please see attached Sponsorship Packages).

Jeff Lingerfelt has sacrificially served our legislative body for over nineteen years and has no official relationship to the legislature. Capitol Ambassadors relies solely on charitable contributions in order to continue serving the General Assembly. We greatly appreciate their ongoing work and service.

Capitol Ambassadors is not a political organization. It does not lobby or take positions on legislation and does not support candidates. It is neither Democrat nor Republican. Its only "agenda" is our personal and spiritual well-being among the capitol community.

Please inform Capitol Ambassadors of your desire to co-sponsor this event with us by calling (803) 467-7634 or check one of the appropriate boxes on the enclosed Sponsorship Sheet and fax to (803) 419-4309. Correspondence or donations should be directed to: **Capitol Ambassadors, PO Box 12131 Columbia, SC 29211.** Capitol Ambassadors is a registered tax-exempt corporation, Federal EIN 83-3668743.

Sponsorships received by Monday, October 9th will be recognized in our printed materials. Again, we look forward to seeing you on Wednesday, October 11th. Thank you in advance for your favorable consideration!

Sincerely,

Stephen L. Goldfinch, Jr.
SC Senatorial District 34 (Charleston-Georgetown-Horry)



STATE OF SOUTH CAROLINA
THE SENATE

P. O. BOX 142
GRESSETTE SENATE OFFICE BUILDING
COLUMBIA, SC 29202

Handwritten signature of George E. "Chip" Campsen III in blue ink.

George E. "Chip" Campsen III
Senatorial District 43

Handwritten signature of Thomas D. "Tom" Corbin in blue ink.

Thomas D. "Tom" Corbin
Senatorial District 5

Handwritten signature of Ronnie W. Cromer in blue ink.

Ronnie W. Cromer
Senatorial District 18

Handwritten signature of Tom Davis in blue ink.

Tom Davis
Senatorial District 46

Handwritten signature of Michael W. Grambrell in blue ink.

Michael W. Grambrell
Senatorial District 4

Handwritten signature of Dwight A. Loftis in blue ink.

Dwight A. Loftis
Senatorial District 6

Handwritten signature of John L. Scott, Jr. in blue ink.

John L. Scott, Jr.
Senatorial District 19

Handwritten signature of Stephen L. Goldfinch in blue ink.

Stephen L. Goldfinch
Senatorial District 34

Handwritten signature of Daniel B. "Danny" Verdin III in blue ink.

Daniel B. "Danny" Verdin III
Senatorial District 9

Handwritten signature of Kent M. Williams in blue ink.

Kent M. Williams
Senatorial District 30

Handwritten signature of Tom Young, Jr. in blue ink.

Tom Young, Jr.
Senatorial District 24



South Carolina House of Representatives

P. O. BOX 11867 • COLUMBIA, S.C. 29211 • TELEPHONE 734-2010

Handwritten signature of Carl L. Anderson in blue ink.

Carl L. Anderson
House District 103

Handwritten signature of William M. "Bill" Chumley in blue ink.

William M. "Bill" Chumley
House District 35

Handwritten signature of David R. Hiott in blue ink.

David R. Hiott
House District 4

Handwritten signature of Nathan Ballentine in blue ink.

Nathan Ballentine
House District 71

Handwritten signature of Heather Ammons Crawford in blue ink.

Heather Ammons Crawford
House District 68

Handwritten signature of John Gregory "Jay" Kilmartin in blue ink.

John Gregory "Jay" Kilmartin
House District 85

Handwritten signature of Bruce W. Bannister in blue ink.

Bruce W. Bannister
House District 24

Handwritten signature of Patrick B. Haddon in blue ink.

Patrick B. Haddon
House District 19

Handwritten signature of Stewart O. Jones in blue ink.

Stewart O. Jones
House District 14

Handwritten signature of James Mikell "Mike" Burns in blue ink.

James Mikell "Mike" Burns
House District 17

Handwritten signature of William G. "Bill" Herbkersman in blue ink.

William G. "Bill" Herbkersman
House District 118

Handwritten signature of Dennis C. Moss in blue ink.

Dennis C. Moss
House District 29

Handwritten signature of William E. "Bill" Sandifer III in blue ink.

William E. "Bill" Sandifer III
House District 2

Handwritten signature of Marvin "Mark" Smith in blue ink.

Marvin "Mark" Smith
House District 27

Legislative Inshore Fishing Tournament—SC LIFT

SPONSORSHIP PACKAGES

(Include Boat & Boat Captain) EXCEPT PRESENTING SPONSOR

- EXCLUSIVE SPONSOR—(\$10,000)**
 - ◆ NAME ON ALL PRINTED MATERIALS
 - ◆ SPECIAL BANNER
 - ◆ PRESENTATION BEFORE TOURNAMENT BEGINS
 - ◆ BOAT SIGNAGE
 - ◆ 10 FISHERMEN IN TOURNAMENT
- TOURNAMENT SPONSOR—(\$5,000)**
 - ◆ NAME ON ALL PRINTED MATERIALS
 - ◆ BOAT SIGNAGE
 - ◆ 6 FISHERMEN IN TOURNAMENT
 - ◆ RECOGNITION IN PROGRAM
- INSHORE SPONSOR—(\$3,300)**
 - ◆ NAME ON ALL PRINTED MATERIALS
 - ◆ BOAT SIGNAGE
 - ◆ 4 FISHERMEN IN TOURNAMENT
 - ◆ RECOGNITION IN PROGRAM
- REDFISH SPONSOR—(\$2,500)**
 - ◆ NAME ON ALL PRINTED MATERIALS
 - ◆ BOAT SIGNAGE
 - ◆ 3 FISHERMEN IN TOURNAMENT
 - ◆ RECOGNITION IN PROGRAM
- FLOUNDER SPONSOR—(\$1,750)**
 - ◆ NAME ON ALL PRINTED MATERIALS
 - ◆ BOAT SIGNAGE
 - ◆ 2 FISHERMEN IN TOURNAMENT
 - ◆ RECOGNITION IN PROGRAM
- SEATROUT SPONSOR—(\$1000)**
 - ◆ BOAT SIGNAGE
 - ◆ 1 FISHERMAN IN TOURNAMENT
 - ◆ RECOGNITION IN PROGRAM
- PRESENTING SPONSOR—(\$500)**
 - ◆ ANNOUNCEMENT & AWARDS SIGNAGE
 - ◆ RECOGNITION IN PROGRAM

COMPANY: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
EMAIL: _____
CONTACT NAME: _____
PHONE: _____
SPONSORSHIP LEVEL: _____

NAME: _____
NAME: _____
NAME: _____
NAME: _____
NAME: _____



Please enclose check payable to:
CAPITOL
AMBASSADORS

Mail check and entry form or Fax to:
CAPITOL AMBASSADORS
PO BOX 12131
COLUMBIA, SC 29211

Contact Information:
JEFF LINGERFELT
President

(803) 467-7634—MOBILE
(803) 419-4309—FAX

jeff@capitolambassadors.com—EMAIL

OCTOBER 11TH, 2023
CHARLESTON, SC

AGENDA

ITEM:

Consent Agenda Item

Numbers

#14 thru #17



Jasper County Emergency Services

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



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

14, September 2023

To: County Council

Re: Zoll Medical Contract

Greetings Council,

Please find in this package our request to authorize the administrator to execute a 10 year contract with Zoll medical. This contract is a budgeted item. We modified the contract to expand deliverables to include Automatic External Defibrillators (AEDs) for the following:

- 65 - Jasper County Sheriff's Office (patrol vehicles, administration office, Criminal Investigation Office (CID))
- 5 - Courts (General sessions, magistrate, bond, probate)
- 2 - Administration Building (Receptionist/security, third floor)
- 1 - Public works/maintenance Office
- 6 – Convenience Centers (Solid waste sites)
- 8 – Parks and Recreation (6: Community Centers, 2 for their field operative vehicles)
- 1 – Airport terminal
- 1 - Board of Elections
- 1 – Coroner's Office
- 2 – Board of Disabilities (Office, and their community service vehicle)
- 1 – Board of Elections
- 1 – Council on Aging Office

The balance of the AEDS will be replacing AEDs in service with Fire Rescue that are past service life. Additionally this includes Autopulse for the unincorporated engines. The Autopulse is a device that does chest compressions freeing up personnel to perform other interventions during sudden cardiac arrest (SCA). The transport ventilators are devices used in the ambulances in conjunction with the Autopulse devices for the ventilation of patients endotracheally intubated (SCA, or patients medically sedated, rapid sequence intubation, etc)

Again this is a budget item and we are requesting the authority be granted to the administrator for execution.

Sincerely,

Chief Russell W. Wells



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-61905 Version: 2

Jasper County Fire & Rescue
1509 Grays Hwy
Ridgeland, SC 29936

Chad Recchia
8434739166
recchia@jaspercountysc.gov

Issued Date: August 11, 2023
Expiration Date: September 30, 2023

Prepared by: Christopher Judkins
Vent Territory Manager
christopher.judkins@zoll.com

ZOLL Medical is pleased to offer Jasper County Fire & Rescue the following special ZOLL ONE Program for the devices, accessories, software, and warranty options included in the table listed at the end of this quote.

ZOLL One Program Summary

Structure	ZOLL One
Down Payment Amount	\$0.00
Payment Term	10 Years
Payment Mode	Annually
Payment Amount	\$180,557.68

1. Delivery will be made upon availability.
2. This Quote expires on September 30, 2023. Pricing is subject to change after this date.
3. Pending credit and financial approval. First payment is due Net 30 Days from date of shipment.
4. Payment amount does not include applicable taxes.
5. A signed Master Lease Agreement is required in order to execute this program.



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Jasper County Fire & Rescue
Quote No: Q-61905 Version: 2

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

The following items represent the devices, accessories, software, and warranty options included in the lease summary on page one.

Item	Part Number	Description	Quantity
1	8660-001401-01	Z Vent® Portable Ventilator	12
2	703-0731-27	Ventilator Carrier (White), Eagle II	12
3	8000-001468-03	ZOLL Ventilator Rescue Backpack, G3 Quicklook Blue	12
4	8778-890044-WF-V	Vent - Worry-Free Service Plan - 4 Years On-Site At Time of Sale	12
5	8700-001003-01	AutoPulse NXT Starter Kit - EMS	9
6	8778-890044-WF-AP	AutoPulse Worry - Free Service Plan 4 Year On-Site	9
7	G5A-80C-S	Powerheart® G5 AED, Fully Auto with ICPR, Dual Language	110
8	8000-0855	Standard Metal Wall Cabinet	20

MASTER LEASE AGREEMENT

This Master Lease Agreement (together with all annexes, certificates, documents, exhibits, and schedules attached here to and hereby made a part hereof, this “Master Agreement” or “Lease”) is entered into by and between ZOLL Medical Corporation, a Massachusetts corporation (“Lessor”), and **[INSERT LEGAL ENTITY NAME]** (“Lessee”).

1. MASTER AGREEMENT; SCHEDULES. This Master Agreement sets forth the general terms and conditions upon which Lessor shall rent to Lessee and Lessee shall rent from Lessor the equipment (“Equipment”) set forth on a schedule in the form of Schedule A1 (each, a “Schedule”). Each Schedule, when executed by Lessee and Lessor, will constitute a separate Lease.

2. INITIAL TERM AND TERM. The initial term of each Lease stated in and evidenced by a Schedule executed pursuant to this Section 2 (“Initial Term”) will begin on the delivery date (“Delivery Date”) of the Equipment subject to that Lease and will continue for the period described in the applicable Schedule.

3. RENT; LATE CHARGES. As rent for the Equipment under any “Rent”, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified in the applicable Schedule of this Master Agreement. If any part of any Rent payment or other amount due under this Master Agreement is not paid within five (5) days of its due date and if sufficient funds have been appropriated to make such Rent payments or other amounts due. Lessee agrees to pay Lessor a charge for every month after the first month in which the amount is late to compensate Lessor for the inability to reinvest the amount, which charge is stipulated and liquidated at 1.5% of the delayed amount per month (or the lesser rate that is the maximum rate allowable under applicable law) in addition to the unpaid amount.

4. LEASES NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. Lessee agrees that it has an absolute and unconditional obligation to pay all rent and other amounts when due. Lessee is not entitled to abate, reduce or recoup rent or any other amount due, or to set off any charge against any such amount for any reason whatsoever. Lessee hereby waives any recoupment, cross-claim, counterclaim or any other defense at law or in equity to any repayment or other amount due with respect to any lease, whether any such defense arises out of this master agreement. There is no “test period” for the equipment.

5. EQUIPMENT RETURN REQUIREMENTS. Unless Lessee is purchasing the Equipment in accordance with the applicable Schedule, Lessee shall return the Equipment in accordance with this Section and shall remain obligated to pay Rent until the Equipment is returned. Not later than five (5) days after the last day of the aggregate term of a Lease, including the Initial Term, any Renewal Term (as defined more fully in Schedule A1) and any optional or other automatic extension of the Initial Term or any Renewal Term (“Total Term”) of each Lease (and any other time Lessee is required to return Equipment to Lessor under the terms of this Master Agreement or any Schedule), for all Equipment to be returned to Lessor, Lessee shall (a) remove any Lessee labels, tags or other identifying marks on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including, any data contained on internal or external drives, discs, or accompanying media, (b) pack the Equipment in accordance with the manufacturer’s guidelines, and (c) deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted. The return of the Equipment shall constitute a full release by Lessee of any leasehold rights or possessory interest in the Equipment.

6. EQUIPMENT USE; MAINTENANCE AND ADDITIONS. Lessee shall, at all times during the applicable Total Term (a) operate and maintain the Equipment furnished by Lessor to Lessee in order to secure Lessee’s obligations under any Schedule (“Collateral”) in good working order, repair and condition, and in accordance with the manufacturer’s specifications and recommendations, all applicable laws and regulations, and (b) purchase and use only accessories provided by Lessor for use with the Equipment. Worry-Free Service Plan is included in the price, and illustrated on the associated quotation, over the Total Term of the ZOLL One Program as described in Exhibit B attached hereto. In the event of any conflict between the terms and conditions contained in this Master Lease Agreement and the terms and conditions contained in Exhibit B (Worry-Free Service Plan), the terms and conditions in Exhibit B (Worry-Free Service Plan) shall control. Lessee shall make no alterations or additions to the Equipment or other Collateral, except those that will not result in the creation of any security interest, lien or encumbrance on the Equipment or other Collateral or impair the value or use of the Equipment or other Collateral either at the time made or at the end of the Total Term of the applicable Lease, and that are readily removable without damage to the Equipment or other Collateral. Any such alterations or additions may void the Worry-Free Service Plan

Additionally, Lessor warrants to the Lessee that from the earlier of the date of installation or thirty (30) days after the date of shipment from Lessor’s facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. After such thirty (30) and ninety (90) day periods the warranty will be as set forth on Exhibit B. During such 30/90 period Lessor will at no charge to the Lessee either repair or replace (at Lessor’s sole option) any part of the Equipment found by Lessor to be defective in material or workmanship. If Lessor’s inspection detects no defects in material or workmanship, Lessor’s regular service charges shall apply. Lessor shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Lessee, unless such modification is made with the prior written approval of Lessor; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by Lessor; or (iii) any misuse or abuse of the Equipment: (iv) exposure of the Equipment to conditions beyond the environmental,

power or operating constraints specified by Lessor; or (v) installation or wiring of the Equipment other than in accordance with Lessor's instructions. Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware").

Except for the warranties contained in this Section 6 and Exhibit B (Worry-Free Service Plan), Lessor makes no further warranties, and specifically disclaims all implied warranties.

7. EQUIPMENT OWNERSHIP; LOCATION. As between Lessor and Lessee, Lessor is the sole owner of the Equipment and has sole title thereto. Lessee may not relocate any Equipment or other Collateral from the Equipment Location specified in the applicable Schedule within the United States without the prior written consent of Lessor.

8. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment until such Equipment is returned to and received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessee agrees to keep the Equipment and other Collateral in its possession insured at Lessee's expense against all risks of loss from any cause whatsoever, including, loss by fire (including extended coverage), theft and damage, and such insurance shall cover not less than the (a) amount equal to the sum of all Rent and other amounts due and owing with respect to such Equipment as of the date of payment of such amount for the then remaining Term, plus the estimated total retail price that would be paid for any specified Equipment in an arm's length transaction ("Fair Market Value") as of the scheduled expiration of the then-applicable Term of the related Lease ("Stipulated Loss Value") or (b) with respect to any other Collateral, the replacement value thereof. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than \$5,000,000 total liability per occurrence. Lessee shall cause Lessor and its affiliates, and its and their successors and assigns, to be named loss payees with respect to property insurance and additional insureds with respect to commercial general liability insurance. Each policy shall provide that the insurance cannot be canceled without at least 30 days' prior written notice to Lessor. In the event of loss or claim, lessee will be responsible for all deductibles and/or retentions. All insurance required by this Master Agreement shall include a waiver of rights of recovery against Lessor or its insurers by the Lessee and its insurers, as well as a waiver of subrogation against Lessor or its insurers. All insurance required by this agreement is primary and non-contributory to any other insurance maintained by Lessor. Lessee shall provide to Lessor (i) on or prior to the Delivery Date for each Lease, and from time to time thereafter throughout the Total Term of each Lease, certificates of insurance evidencing such insurance coverage, and (ii) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs, or fees of Lessor, including but not limited to deductibles and retentions in the event of loss. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment

9. CASUALTY LOSS. Lessee shall notify Lessor of any condemnation, taking, loss, destruction, theft, or damage beyond repair of Equipment ("Casualty Loss") or repairable damage to any Equipment not later than 5 days following the date of any such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. In the event of any repairable damage to any Equipment, the Lease shall continue with respect to such Equipment without any abatement of Rent and Lessee shall at its expense cause such Equipment to be repaired to the condition it is required to be maintained in pursuant to Section 5 not later than 30 days from the date of the occurrence.

10. INSPECTION. Lessor and Lessor's agents shall have the right, from time to time, during Lessee's normal business hours, and without disruption to Lessee's operations, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment.

11. TAXES. Lessor shall report and pay all license and registration fees and all taxes, fees, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee ("Lessee Taxes"). Lessee shall within 10 days of invoice reimburse Lessor for all such Lessee Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding

(a) Lessee Taxes on or measured by the overall gross or net income of Lessor, (b) as to any Lease or the related Equipment, Lessee Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Lessee Taxes imposed as a result of a sale or other transfer by Lessor of any portion of its interest in any Lease or in any Equipment, except for a sale or other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

12. GENERAL INDEMNITY. To the extent permitted by applicable law, Lessee shall indemnify, defend, and hold harmless Lessor, its employees, officers, directors, agents, and assignees from and against any and all claims arising out of or in connection with any matter involving this Master Agreement, the Equipment, or any Lease.

13. TAX BENEFIT INDEMNITY. Lessor and Lessee agree that Lessor is entitled to certain federal, state, and local tax benefits available to an owner of Equipment (collectively, "Tax Benefits"). Lessee represents, warrants, and covenants to Lessor that (a) all Equipment will be used solely within the United States; and (b) Lessee will take no position inconsistent with the assumption that Lessor is the owner of

the Equipment for federal, state, and local tax purposes. If, due to any act or omission of Lessee or any party acting through Lessee, or the breach or inaccuracy of any representation, warranty or covenant of Lessee contained the Master Agreement, Lessor reasonably determines that it cannot claim, is not allowed to claim, loses or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then Lessee shall, promptly upon demand pay to Lessor an amount sufficient to provide Lessor the same after-tax rate of return and aggregate after-tax cash flow through the end of the then-applicable Term of such Lease that Lessor would have realized but for such Tax Loss except where the Lessor would not be entitled to such Tax Benefits.

14. LIMITATION OF LIABILITY. LESSOR SHALL HAVE NO LIABILITY TO LESSEE, ITS CUSTOMERS, EMPLOYEES, DIRECTORS, AGENTS OR ASSIGNS OR ANY THIRD PARTIES FOR ANY DAMAGES AT LAW OR IN EQUITY (INCLUDING, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE) ARISING OUT OF THIS MASTER AGREEMENT OR CONCERNING ANY EQUIPMENT OR SOFTWARE. LESSEE WAIVES ALL RIGHTS AND REMEDIES AGAINST LESSOR CONFERRED UPON LESSEE BY THE UCC.

15. LESSEE REPRESENTATIONS AND COVENANTS.

Lessee represents, warrants and covenants to Lessor that as of the date of this Master Agreement and for so long as this Master Agreement shall remain in effect: (a) ALL EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) Lessee is duly organized and validly existing under applicable law in its jurisdiction of formation as a political subdivision of the State of [STATE]; (c) Lessee has the power and authority to enter into the Master Agreement; (d) the execution, delivery and performance of the Master Agreement by Lessee have been duly authorized; (e) the execution, delivery and performance of the Master Agreement by Lessee do not (1) conflict with any of Lessee's organizational documents, (2) contravene, conflict with, constitute a default under or violate any laws applicable to the Lessee, (3) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any governmental authority by which Lessee or any of its subsidiaries or any of their property or assets may be bound or affected or (4) require any action by, filing, registration, or qualification with, or governmental approval from, any governmental authority not already obtained or completed; (f) the Master Agreement is enforceable against Lessee in accordance with its terms and such terms do not violate or create a default under any instrument or agreement binding on Lessee; (g) as of the date of its execution of this Master Agreement and as of the Delivery Date of any Equipment, there are no pending or threatened actions or proceedings before any court, administrative agency or other governmental authority related to this Master Agreement or the power or authority of Lessee to enter into this Master Agreement; (h) Lessee shall comply with the requirements of all applicable laws and regulations; (i) the Master Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (j) all financial statements and other related information furnished by Lessee shall fairly present Lessee's financial position as of the dates given on such statements; (k) Lessee's name set forth in the signature block below is Lessee's full and accurate legal name; (l) Lessee's form and jurisdiction of organization, "location" (within the meaning of UCC Section 9-307), organization number and federal tax identification number are as set forth on Annex A hereto. Lessee agrees to provide Lessor advance written notice of any change in any of the representations and covenants set forth in clauses (g) through (l) of this Section 15.

16. DEFAULT. Any of the following shall constitute a default by Lessee (a "Lessee Default") under this Master Agreement and all Leases: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule on the date due; or (b) Lessee defaults on or breaches any of the other terms and conditions of the Master Agreement and all Leases; or (c) any representation or warranty made by Lessee in the Master Agreement proves to be incorrect, false or misleading when made or deemed made; or (d) any change occurs in relation to Lessee's, or any guarantor of all or any portion of Lessee's obligations under the Master Agreement or any Lease ("Guarantor's"), business, management, ownership or financial condition that would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or any Schedule or Guarantor's ability to perform its obligations under its guaranty; or (e) Lessee or Guarantor dissolves or otherwise terminates its existence, ceases to do business or becomes insolvent or fails generally to pay its debts as they become due; or (f) any Collateral is levied against, seized or attached; or (g) Lessee or Guarantor makes an assignment for the benefit of creditors; or (h) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee or Guarantor (and, if such proceeding is involuntary, it is not dismissed within 60 days after the filing thereof) or Lessee or Guarantor takes any action to authorize any of the foregoing matters; or (i) any letter of credit or guaranty issued in support of a Lease is revoked, breached, cancelled or terminated (unless consented to in advance in writing by Lessor); or (j) any Guarantor fails to fulfill its obligations in favor of Lessor pursuant to its guaranty; or (k) Lessee merges or consolidates with any other corporation or entity, or sells, rents or disposes of all or substantially all of its assets without the prior written consent of Lessor.

17. REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due in the current year under any or all Leases to be immediately due and payable; (b) terminate this Master Agreement or any Lease; (c) take possession of, or render unusable, any Collateral wherever such Collateral may be located, without demand or notice and without any court order or other process of law, and no such action shall constitute a termination of any Lease; (d) require Lessee to deliver the Collateral to a location specified by Lessor or allow Lessor access to retrieve such collateral; (e) terminate any other agreement that Lessor may have with Lessee; or (f) exercise any other right or remedy available to Lessor at law or in equity. To the extent permitted by law, Lessee shall pay Lessor all costs and expenses that Lessor may incur to maintain, safeguard, or preserve the Collateral, and other expenses incurred by Lessor in enforcing any of the terms, conditions, or provisions of this Master Agreement (including legal fees and collection agency costs). Upon repossession or surrender of any Equipment or Collateral, Lessor may rent, sell, or otherwise dispose of the Equipment and/or Collateral in a commercially reasonable manner, with or without notice and at public or private

sale, and apply the net proceeds thereof to the amounts owed to Lessor hereunder. Any proceeds of any sale or rent of such Equipment in excess of the amounts owed to Lessor hereunder shall be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, ten (10) days' notice shall constitute reasonable notice. Upon payment of all past due Rent and the Stipulated Loss Value together with interest at the rate of 1.5% per month (or such lesser rate as is the maximum rate allowable under applicable law) from the date declared due until paid, Lessor will transfer to Lessee all of Lessor's interest in the Equipment for which such Rent and Stipulated Loss Value has been paid, which transfer shall be on an "AS IS, WHERE IS" basis, without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or other Collateral securing Lessee's obligations under any Schedule, Lessee acknowledges and agrees as follows: (1) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any other Collateral for disposition, (2) Lessor may comply with any applicable state or Federal law requirements in connection with any disposition of the Equipment or other Collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (3) Lessor may convey the Equipment and any other Collateral on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment or other Collateral, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently or separately from time to time.

18. TRUE LEASE; SECURITY INTEREST. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES OTHERWISE GRANTED TO LESSEE BY UCC §§2A-508 THROUGH 2A-522 AS DEEMED APPLICABLE. If and to the extent that this Master Agreement is deemed a security agreement, Lessee hereby grants to Lessor, its successors and assigns, a security interest in all of Lessee's rights under and interest in the Equipment, all additions to the Equipment, and all proceeds of the foregoing. Such security interest secures all obligations owing by Lessee to Lessor. Lessee authorizes Lessor and any assignee of all or any portion of Lessor's interest in the Master Agreement ("Assignee") to file UCC financing statements disclosing Lessor's or Assignee's interest in the Equipment and in any "Additional Collateral" set forth in any Schedule. Lessee shall provide Lessor with at least forty-five (45) days' prior written notice of any change to Lessee's principal place of business, organization, or incorporation.

19. ASSIGNMENT. Lessee shall not transfer, sublease, or assign any of its rights or obligations under the Master Agreement or any Lease.

20. TERM OF MASTER AGREEMENT. This Master Agreement shall commence and be effective upon the execution hereof by both parties and shall continue in effect until the expiration of the initial term set forth in the master lease schedule. However, no termination of this Master Agreement pursuant to the preceding sentence shall be effective with respect to any lease that commenced prior to such termination until the expiration or termination of such lease and the satisfaction by lessee of all of its obligations hereunder with respect thereto.

21. WAIVER OF JURY TRIAL. Lessee and lessor hereby expressly waive any right to demand a jury trial with respect to any action in connection with this master agreement.

22. NOTICES. All notices required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service to the respective addresses set forth on Annex A hereto (or such other address or fax number as either party shall so notify the other).

23. MISCELLANEOUS.

(a) Governing Law/Venue. This master agreement and each lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the Commonwealth of Massachusetts. Lessor and Lessee consent to the jurisdiction of any local, state, or Federal court located within the Commonwealth of Massachusetts and waive any objection relating to improper venue or forum non-convenience to the conduct of any proceeding in any such court.

(b) Credit Review and Assurances. Lessee consents to a credit review by Lessor for each Lease. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to carry out the intent and purpose of this Master Agreement more effectively. Without limiting the generality of the foregoing, Lessee agrees (i) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (ii) to execute and timely deliver to Lessor any documents that Lessor deems reasonably necessary under applicable law to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's ownership interest therein as the case may be; provided, however, that Lessee authorizes Lessor to file any such financing statement or any amendment or continuation thereof or other document without Lessee's authentication to the extent permitted by applicable law; provided, however, Lessor agrees to file a release or termination of any such financing statement within thirty (30) days after the end of the total term for such Collateral. It is also agreed that Lessor or Lessor's agent may, and is hereby authorized to, file as a financing statement, any rent document (or copy thereof, where permitted by law) that Lessor deems appropriate to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's ownership interest therein, at Lessor's cost and expense; provided, however, Lessor agrees to file a release or termination with respect to such financing statement or rent document within thirty (30) days after the end of the total term for such Collateral or Equipment.

ZOLL ONE PROGRAM

(d) **Entire Agreement; Amendments.** This Master Agreement constitutes the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

(e) **No Waiver.** Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

(f) **Invalidity.** If any provision of this Master Agreement shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement, such Schedule.

(g) **Counterparts.** The Master Agreement may be executed in counterparts, and, when so executed, each counterpart shall be deemed to be an original and such counterparts together shall constitute one and same instrument. The original of each Schedule shall constitute chattel paper for purposes of the UCC. If there are multiple originals of a Schedule, the one marked "Lessor's Copy" or words of similar import shall constitute the only chattel paper.

(h) **Survival.** All obligations of Lessee to make payments to, or to indemnify, Lessor and all rights of Lessor shall survive the cancellation or termination of this Master Agreement.

(i) **Non-Appropriation.** If Lessee is a state and/or a local government, Lessee represents that it has funds available to pay Rent until the end of its then-current appropriation period, and that Lessee intends to request funds to make payments in each appropriation period from now until the end of the Total Term. If either sufficient funds are not appropriated to make payments or any other amounts due under this Lease or (to the extent required by applicable law) this Lease is not renewed either automatically or by mutual ratification, this Lease shall terminate, and Lessee shall not be obligated to make payments under this Master Agreement or the Lease beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which payments have been appropriated or the term of this Lease has been renewed, deliver possession of the Equipment to Lessor within fourteen (14) days. If Lessee fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rent thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after (i) Lessee's failure to appropriate funds sufficient for the payment of the Rent or (ii) a) this Lease is not renewed or b) this Lease is renewed by Lessee (in which event this Lease shall be mutually ratified and renewed), provided that Lessee's failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Lease or result in any liability to Lessee.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement on the dates specified below.

LESSEE: [LESSEE NAME]

LESSOR: ZOLL Medical Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MASTER LEASE AGREEMENT ANNEX A

Notice Information:

If to Lessor:
ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105

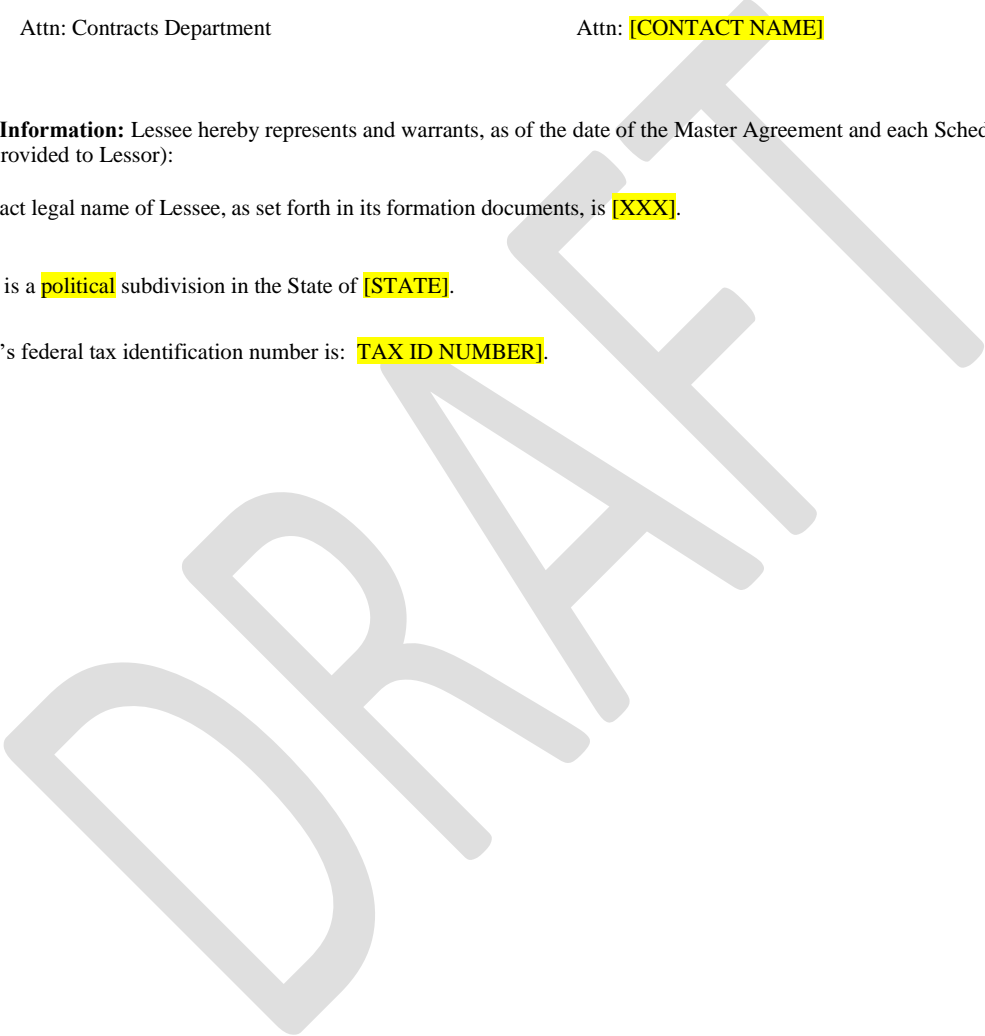
Attn: Contracts Department

If to Lessee:
[CUSTOMER NAME]
[CUSTOMER ADDRESS]
[CITY, STATE ZIPCODE]

Attn: [CONTACT NAME]

Lessee's Information: Lessee hereby represents and warrants, as of the date of the Master Agreement and each Schedule (subject to any updates provided to Lessor):

1. The exact legal name of Lessee, as set forth in its formation documents, is [XXX].
2. Lessee is a political subdivision in the State of [STATE].
3. Lessee's federal tax identification number is: [TAX ID NUMBER].



COUNTERPART NO. _____. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

Internal Reference Number: [QUOTE NUMBER]

MASTER LEASE AGREEMENT SCHEDULE

ZOLL Medical Corporation ("Lessor") and [CUSTOMER NAME] ("Lessee") are parties to the Master Lease Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

A. Description of Items of Leased Equipment are listed on Exhibit A Equipment List attached hereto.

B. Initial Term: 120 Months

2. Lease Amount: [AMOUNT] starting net 30 (excluding any applicable taxes)

Amount is payable: in arrears [X] monthly [X] quarterly [X] annually (check one)

Lessee shall pay Lessor the Rent payment specified above for the length of the Initial Term within thirty (30) days after the delivery of the Equipment and monthly thereafter on the same date or on the last day of the calendar month if the month does not contain that date.

ZOLL will provide a one-time replacement option for each category of device. Within the first sixty (60) months of the Lease, Lessee may replace all capital equipment provided under Exhibit A for the then available version of the corresponding device or, should a new platform be available, with the new platform of like configuration. A second allotment of accessories and disposables will be provided, in the same quantity as the original order, within ninety (90) days of the sixtieth (60th) month of the Lease. As part of their one-time replacement option, Lessee may elect to replace all categories of equipment simultaneously or separately. However, each category of equipment (i.e., Vents, AP, X Series) must be replaced in full at the same time. For example, if Lessee has five (5) Vents, it may not replace one (1) at a time, it must replace all five at the same time. For clarity, it should be noted that the initial term of this Lease is 10-years for all items including subscriptions. All quoted items, including subscriptions and purchased warranties, may also be extended, or transferred to any new equipment leased under the terms of this paragraph. Any additional items not listed in Exhibit A are the financial responsibility of Lessee.

3. LEASE PACKAGE: (if no blank is checked, Lessee will return the Equipment as provided in Section 5 at the end of the Initial Term)

_____ Rental [X] Fair Market Value

4. EQUIPMENT LOCATION: _____

5. LESSEE'S END-OF-LEASE-TERM OPTIONS.

(a) Rental. If the Rental option is selected above, and unless Lessee delivers to Lessor a termination notice ninety (90) days before the expiration of the relevant term, the initial term shall, without any additional notice or documentation, be automatically extended for successive calendar months ("Renewal Term") with respect to all items of equipment then subject to this Rental through the end of the month falling at least ninety (90) days after the date the Lessee shall have delivered to Lessor a termination notice with respect to this Rental. For each calendar month of the then-applicable Renewal Term, Lessee shall pay to Lessor rent in an amount equal to the monthly rent payment in effect immediately prior to such extension (or the appropriate pro rata portion of the rent payment then in effect in the case of rent payable other than on a monthly basis), and all other provisions of the Master Agreement and this Schedule shall continue to apply.

(b) Fair Market Value Option. If the Fair Market Value option is selected above, upon expiration of the Term and provided that the Lease has not been terminated early by Lessor and Lessee is in compliance with the Lease in all respects, Lessee may purchase all (but not less than all) of the Equipment, for the purchase amount that represents the Fair Market Value as defined in Section 8 of the Master Agreement (plus all applicable Taxes), which amount shall be due and payable on or before the last day of the then-applicable Term. If the Lessee does not elect to purchase the Equipment for the purchase amount, Lessee may either (a) return the Equipment in accordance with Section 5 of the Master Agreement, or (b) continue making payments in an amount equal to the rent payment obligations in effect immediately prior to the end of the Initial Term and all other provisions of the Master Agreement and this Schedule shall continue to apply. In the event of option (b) where Lessee continues making rent payments, a Renewal Term will apply and will continue through the end of the calendar month falling at least ninety (90) days after the date the Lessee shall have delivered to Lessor a termination notice during the Renewal Term with respect to this Lease. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Units of Equipment, Lessor shall select an independent appraiser to conclusively determine such amount with the cost of the appraiser paid by Lessor.

ZOLL ONE PROGRAM

IF LESSEE SHALL HAVE SELECTED PURCHASE OPTION B ABOVE WITH RESPECT TO A LEASE, BUT SHALL HAVE SUBSEQUENTLY FAILED TO COMPLY WITH ITS OBLIGATIONS ARISING FROM ITS ELECTION, THEN THE THEN-APPLICABLE TERM OF THIS LEASE SHALL, WITHOUT ANY ADDITIONAL NOTICE OR DOCUMENTATION, BE AUTOMATICALLY EXTENDED FOR A RENEWAL TERM WITH RESPECT TO ALL ITEMS OF EQUIPMENT AS TO WHICH LESSEE SHALL HAVE SO FAILED TO COMPLY WITH ITS OBLIGATIONS THROUGH THE END OF THE CALENDAR MONTH IN WHICH LESSEE SHALL HAVE COMPLIED WITH SUCH OBLIGATIONS. FOR EACH CALENDAR MONTH OF THE RENEWAL TERM, LESSEE SHALL PAY TO LESSOR RENT IN AN AMOUNT EQUAL TO THE MONTHLY RENT PAYMENT IN EFFECT IMMEDIATELY PRIOR TO SUCH EXTENSION (OR THE APPROPRIATE PRO RATA PORTION OF THE RENT PAYMENT THEN IN EFFECT IN THE CASE OF RENT PAYABLE OTHER THAN ON A MONTHLY BASIS), AND ALL OTHER PROVISIONS OF THE MASTER AGREEMENT AND THIS SCHEDULE SHALL CONTINUE TO APPLY.

Notwithstanding any of the provisions of this Section 5 to the contrary, if any Lessee Default shall have occurred and be continuing at any time during the last ninety (90) days of the then-applicable Term of this Lease, Lessor may cancel any Renewal Term or optional or other automatic extension of the then-applicable Term immediately upon written notice to Lessee.

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

LESSEE: [LESSEE NAME]

LESSOR: ZOLL Medical Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

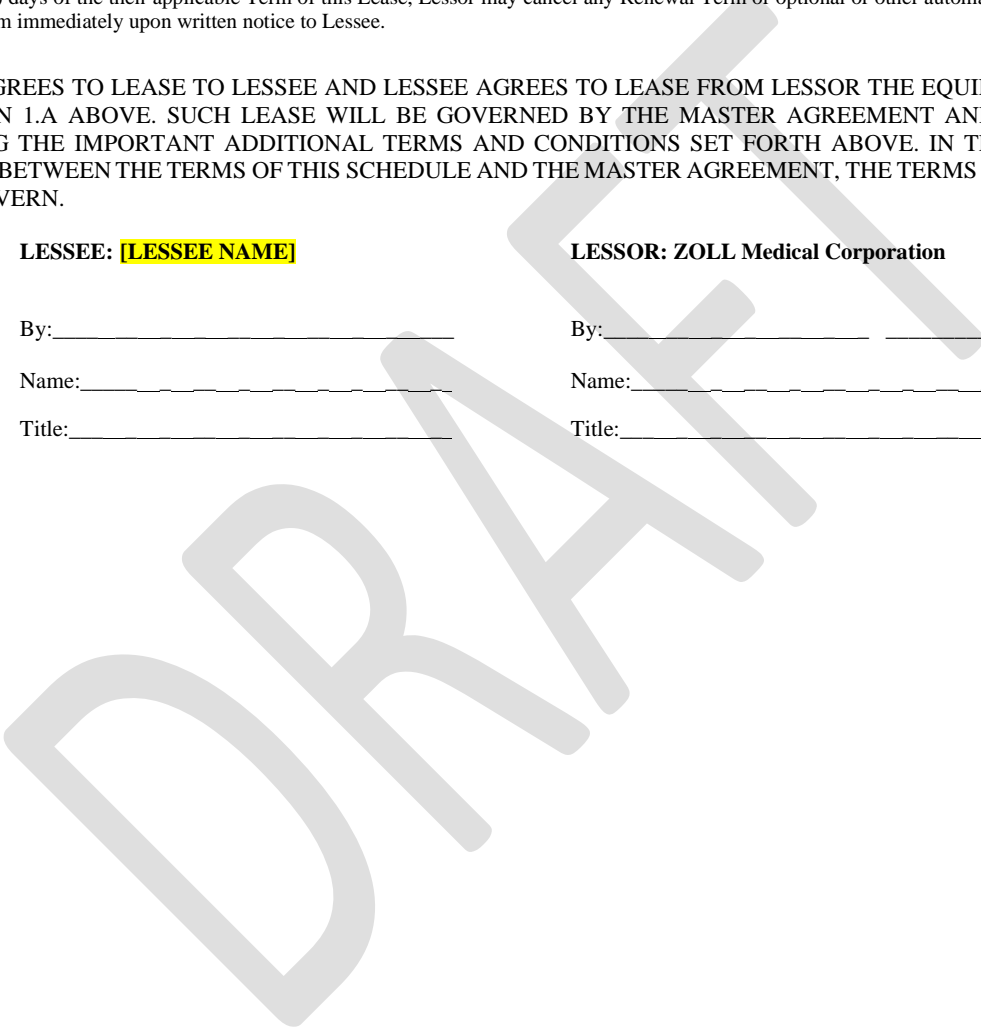


EXHIBIT A
Equipment List

Part #	Product Description	Quantity

DRAFT

EXHIBIT B
Worry-Free Service Plan for All Capital Equipment in Exhibit A

WORRY-FREE SERVICE PLAN

The following repair services for capital equipment included in Exhibit A are included under the Worry-Free Service Plan. Should a device be deemed unrepairable, based on ZOLL's generally accepted technical support practices, replacement of said device shall be the responsibility of lessee.

1. Field Preventive Maintenance at Customer's facility, including:
 - Provide documentation for regulatory agencies
 - Manage and track Customer's PM schedule
 - Test all device parameters
 - Identify and/or troubleshoot potential issues and make recommendations
 - Troubleshoot device(s) and/or accessories under contract
 - Inspect battery chargers and review battery management as required
2. Telephone Support 24/7
3. General software updates
4. Free loaner equipment as required
5. Technical support
6. Waiver of shipping and handling fees
7. Waiver of Minimum Service Fee
8. Discounted Prices
 - Discounted accessories and cables (27% discount)
 - Discounted Lithium-ion SurePower II batteries (27% discount)
 - Discounted (27% discount) parameter upgrade, such as SPO2, ETCO2, and temp upgrades, subject to a formal service quotation agreed upon by both parties.
9. Repair or replacement of parts within the charger that are subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories.
10. Repair or replacement (at ZOLL's sole option), at no charge to the Customer, of the charger if it is affecting the integrity of the device.
11. SurePower chargers (parts and labor covered for normal wear and tear)
12. ECG 12-lead cable replacement upon failure, (excluding physical damage), one replacement per unit per year
13. On-site Support including evaluation and packing of device for return to ZOLL's Service Depot
 - On-site Support – 48-72 hour response. Includes authorized on-site device repairs for all capital equipment included in Exhibit A, evaluation, packing of device for return to ZOLL's Service Depot.
 - In the event of a reported device malfunction, the device should be made available to the Field Service Engineer ("FSE") during the scheduled visit at one of the two centrally located stations.
 - A primary and back-up contact must be provided to the FSE for all communication.
 - Routine service inspections will be carried out on Customer site during normal working hours (8.30am – 5.30pm, Monday – Friday).
 - Outside of normal business hours arrangements are available by request only. ZOLL reserves the right to charge additional fees for such services, to be agreed between ZOLL and Customer.
 - The postponement of a routine service inspection shall not diminish Customer's responsibility for the continued proper use and upkeep of the equipment, in accordance with the applicable user manuals.
14. On-site device deployment when repaired unit is returned
15. Lithium-ion SurePower II Battery replacement (upon end of life), subject to the following:

ZOLL ONE PROGRAM

- Batteries must be maintained per ZOLL's recommended maintenance program
- Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault.
- Batteries must be evaluated, and the failure confirmed by ZOLL Technical Support and/or an on-site field service technician.
- Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months. (When service plan purchased post-sale.)
- For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered. (When Service Contract purchased post-sale)

16. Accidental damage coverage. Includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. ZOLL's regular service charges shall apply if device is in need of a second outer housing replacement within 12 months of previous outer housing replacement, providing device is still under Worry-Free Service plan.

ON-SITE SUPPORT OPTION

17. On-site Support, including evaluation and packing of device for return to ZOLL's Service Depot
- On-site Support – 48-72 hour response. Includes authorized on-site device repairs for all capital equipment included in Exhibit A, evaluation, packing of device for return to ZOLL's Service Depot.
 - In the event of a reported device malfunction, the device should be made available to the Field Service Engineer ("FSE") during the scheduled visit at one of the two centrally located stations.
 - A primary and back-up contact must be provided to the FSE for all communication.
 - Routine service inspections will be carried out on Customer site during normal working hours (8.30am – 5.30pm EST, Monday – Friday).
 - Outside of normal business hours arrangements are available by request only. ZOLL reserves the right to charge additional fees for such services, to be agreed between ZOLL and Customer.
 - The postponement of a routine service inspection shall not diminish Customer's responsibility for the continued proper use and upkeep of the equipment, in accordance with the applicable user manuals.
18. On-site device deployment when repaired unit is returned.
19. ECG 12-lead cable replacement upon failure (excluding physical damage), one replacement per unit per year



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 18, 2023
Project:	Zoning Text Amendment – Article 6:1 – Table 1, <i>Use Regulations</i> , Article 7:3 – Table 1, <i>Schedule of Lot Area, Yard, Setback, and Density</i> , and Article 11:7, <i>Industry Specific Conditional Use Regulations</i> , Sections 11:7.31, <i>Duplexes</i> , 11:7.32 <i>Townhouses</i> , and 11:7.33 <i>Patio Homes</i>
Applicant:	Staff Initiated
Submitted For:	3 rd Reading
Recommendation:	Planning Commission Recommends Approval

Description: The Planning Commission expressed concern about duplexes being allowed in rural residential areas where no public water or sewer systems are available, which led to a review of housing products that are allowed at a higher rate of density. Currently, the Zoning Ordinance allows duplexes to be built in the Residential Zoning District at a rate of 5 units per acre and 1 unit per acre in the Rural Preservation Zoning District. The Residential Zoning District allows townhouses to be developed with a density of 21 units per acre and patio homes to be developed with a density of 6.70 acres. The Residential Zoning District encompasses much of the rural areas in Jasper County and the Planning Commission recommends preserving the rural areas of Jasper County.

Analysis: The specific sections of the ordinance and the proposed changes to the Jasper County Zoning Ordinance are outlined below. Strikethroughs represent language to be deleted, new language is shown in red and an explanation of each Article of the Zoning Ordinance to be amended is shown in blue.

- Remove Duplexes as a conditional use from the Residential(R), Residential Ridgeland Lakes (RRL) and Rural Preservation (RP) Zoning Districts. Remove Townhouses and Patio Homes as a conditional use in the Residential (R), Residential Ridgeland Lakes (RRL) Zoning Districts from the Use Chart:**

Article 6, Use Regulations, Section 6.1 - Table 1

Residential Uses	NAICS	R	RRL	RP	RC	CC	GC	ID	RE	MB
Site Built Housing	NA									
Existing Single-Family Detached	NA	P	P	P	P	P	P	N	N	N
Single-Family Detached	NA	P	P	P	P	P	P	N	N	N
Second Single Family Residential Dwelling Unit (Sec. 11:7.30)	NA	C	N	C	N	C	N	N	N	N
Duplexes (Sec. 11:7.31)	NA	C N	C N	C N	N	C	C	N	N	N
Multi-Family, Apartments (Sec. 11:7.31.A)	NA	N	N	N	N	C	C	N	N	N
Townhouses (Sec. 11:7.32)	NA	C N	C N	N	N	C	C	N	N	N
Patio Homes (Sec. 11:7.33)	NA	C N	C N	N	N	C	C	N	N	N

2. **Add a condition to Article 11:7.31, 11:7.32, and 11:7.33 to require duplexes, townhouses, and patio homes to be located in areas where water and sewer is available and to clarify these types of housing products that are built for rental purposes will be considered a major subdivision.**

Article 11:7.31 Duplexes:

Due to the unique design features of duplex housing, the following supplemental design requirements shall apply:

1. **Such projects shall be located in areas that are served by public water and sewer providers. Septic systems, including community septic systems, are strictly prohibited.**
2. Such projects shall have a minimum of one (1) acre and a maximum of ten (10) acres in the Residential, Community Commercial and General Commercial Zoning Districts.
3. Such projects shall have a minimum of two (2) acres and a maximum of ten (10) acres in the Rural Preservation District.
4. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table1.
5. Building orientation shall be representative of that exhibited by surrounding single-family development.
6. The size, bulk, height and scale of proposed structures shall reflect the characteristics of existing single-family structures in the area.
7. At least one duplex front door should be visible from the front of the structure.
8. Entrances should be visible and approaches to the front entrance of each dwelling unit should be clearly delineated by improved walkways and landscaping.

9. Not less than 10 percent of the project site shall be diverted to contiguous common open space which is designed for use by the residents.
10. The site plan shall be designed in a way to complement the existing character of the surrounding area. The Planning Commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
11. When a duplex development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a master plan has been approved, and must comply with major site plan requirements,

Article 11:7.32 Townhouses:

Due to the unique design features of townhouses, the following supplemented design requirements shall apply:

1. Such projects shall be located in areas that are served by public water and sewer providers. Septic systems, including community septic systems, are strictly prohibited.
2. Such projects shall have a minimum of one and half (1-1/2) acre.
3. Not more than eight (8) or fewer than three (3) townhouses may be joined together, with approximately the same front line (may be staggered).
4. Minimum distance between rows of buildings shall be not less than 20 feet.
5. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.
6. Sidewalks not less than four (4) feet in width shall be provided along the front property line of each project, building.
7. Not less than 10 percent of the project site shall be diverted to contiguous common open space which is designed for use by the residents.
8. The site plan shall be designed in a way to complement the existing character of the surrounding area. The Planning Commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
9. When a townhouse development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned

Development District (PDD) where a development agreement is in effect and a master plan has been approved, and must comply with major site plan requirements.

Article 11:7.33 Patio Homes:

Due to the unique design features of patio homes, the following supplemental design requirements shall apply:

1. Such projects shall be located in areas that are served by public water and sewer providers. Septic systems, including community septic systems, are strictly prohibited.
 2. Such projects shall have a minimum of one (1) acre and a maximum of ten (10) acres.
 2. ~~For units in the applicable areas of the Levy Limehouse Overlay District (LLOD) or where water and sewer service is provided in accordance with Article 6 of the Jasper County Land Development Regulations, the lot area, yard, and setbacks shall be as prescribed in Section 8:4. For units not meeting these requirements, the minimum lot size shall be .5 acre and the yard, and setbacks shall be as prescribed in Section 7:3, Table 1.~~
 3. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.
 4. Not less than ten percent (10%) of the project site shall be diverted to contiguous common open space which is designed for use by the residents.
 5. The site plan shall be designed in a way to complement the existing character of the surrounding area. The Planning Commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
 6. When a patio home development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved, and must comply with major site plan requirements.
-
3. **Change minimum lot sizes for Duplexes, Townhouses, and Patio Homes in the Residential (R), Community Commercial (CC), and General Commercial Zoning Districts for the purpose of reducing allowed density. Increase setbacks for Duplexes, Townhouses, and Patio Homes.**

Article 7:3, Table 1, Schedule of Lot Area, Yard, Setback, and Density

Section 7:3 Table 1:													
Schedule of Lot Area, Yard, Setback, and Density													
By District													
	R	RRL	RP	RC	CC	GC	ID	RE	MB				
Minimum Lot per Unit													
Non Residential Area (SF)	40,000	N/A	2 acres	2 acres	10,000	10,000	12,000	2 acres	12,000				
Residential													
Single Family	.5 acre	7,800	1 acre	.5 acre	(B)	(A)	N/A	N/A	N/A				
Patio	6,500 N/A	N/A	N/A	N/A	10,000 (B)	3,500	N/A	N/A	N/A				
Duplex	8,500 N/A	N/A	2 acres N/A	N/A	5,000 (B)	5,000 (A)	N/A	N/A	N/A				
Townhome	2,000 N/A	N/A	N/A	N/A	1,800 3,500	1,800 2,000	N/A	N/A	N/A				
(A) 4 Per Acre For Single Family Dwelling Units; 6 Per Acre For Attached Units.													
(B) 2 Per Acre For Single Family Dwelling Units; 4 Per Acre For Attached Units.													
Minimum Yard & Building Setback (feet)													
	Multifamily, Single-Family & Non-Residential Uses									PER UNIT	Patio	Duplex	Town-home
	R	RRL	RP	RC	CC	GC	ID	RE	MB	All Districts			
Minimum lot width	50	50	200	200	80	80	90	200	90	Minimum lot width	45	50	20
Front										Front			
Major Street (Multi-Lane)	60	60	60	60	60	60	60	200	60	Major Street (Multi-lane)	60*	60*	60*
Major Street (Two-lane)	35	35	45	45	35	35	45	200	45	Major Street (Two-lane)	25 35	25 35	25 35
Minor Street	25	15	25	25	25	25	25	150	25	Minor Street	45 25	45 25	40 20
Side										Side			
Residential	10	10	25	50	5	5	N/A	N/A	N/A	Interior	N/A	0	0
Non-Residential	10	N/A	25	50	5	5	10	100	10	Street-Side/Exterior	5 10	10	10
Rear										Rear			
Residential	25	20	25	100	10	10	N/A	100	N/A	Residential	25	20 25	5 15
Non-Residential	40	N/A	50	150	10	10	15	100	15	Non-Residential	N/A	N/A	N/A

*Access to units along a multi-lane major street shall generally have a common access onto a frontage road or similar, which shall be considered a minor street; the frontage road or similar may encroach into the 60' front setback from the multi-lane major street.

Recommendation: Planning Commission recommends approval of the Zoning Text Amendment as outlined above and reflected in the proposed ordinance, which is attached to this staff report.

Attachments:

1. Proposed Ordinance for Zoning Text Amendment – Article 6:1 Use Regulations, Article 7:3 - Table 1 Schedule of Lot Area, Yard, Setback, and Density, Article 11:7.31, 11:7.32, and 11:7.33

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #0-2023-15

AN ORDINANCE

OF JASPER COUNTY COUNCIL

To Amend Article 6:1 – Table 1, *Use Regulations*; Article 7:3 – Table 1, *Schedule of Lot Area, Yard, Setback, and Density*; Article 11:7, *Industry Specific Conditional Use Regulations*, Sections 11:7.31, *Duplexes*; 11:7.32 *Townhouses*; and 11:7.33, *Patio Homes* of the Jasper County Zoning Ordinance, to remove duplexes, townhouses, and patio homes as a conditional use from certain Zoning Districts, add conditional use requirements, increase the setback requirements and reduce the allowed density for duplexes, townhomes, and patio homes.

WHEREAS, one of the principles of the Jasper County Comprehensive Plan and the Jasper County Zoning Ordinance is to keep Jasper rural; and

WHEREAS, the Jasper County Zoning Ordinance regulates the location and use of buildings, structures and land, the size of yards, the density and distribution of population, and establishes development standards; and

WHEREAS, the Planning Commission recognizes that housing products such as, patio homes, duplexes, and townhouses are a housing product that can benefit affordable housing, but should be located where infrastructure exists; and

WHEREAS, the Planning Commission has reviewed the Official Jasper County Zoning Map and has determined that the Residential Zoning District encompasses much of the rural areas of Jasper County; and

WHEREAS, the Planning Commission recommends that consideration should be given to create other types of Zoning Districts to allow Patio Homes, Duplexes, and Townhouses near the boundaries of the municipal limits; and

WHEREAS, the Council finds it is in the public interest to invoke the pending ordinance doctrine upon first reading of this Ordinance, and announces a public hearing to be held prior to or at second reading of this Ordinance, tentatively scheduled for the September 5, 2023 regularly scheduled County Council meeting; and

WHEREAS, certain projects that were exempt from the moratorium and have filed completed applications will not be required to comply with the Jasper County Zoning Ordinance as amended; however, will have to comply with the Jasper County Zoning Ordinance in effect as of August 20, 2023; and

WHEREAS, the Jasper County Planning Commission has recommended approval by County Council to amend Article 6:1 – Table, *Use Regulations*; Article 7:3 – Table 1, *Schedule of Lot Area, Yard, Setback, and Density*; and Article 11:7, *Industry Specific Conditional Use Regulations*, Sections 11:7.31, *Duplexes*; 11:7.32, *Townhouses*; and 11:7.33, *Patio Homes* of the Jasper County Zoning Ordinance, to remove duplexes, townhouses, and patio homes as a conditional use from certain Zoning Districts, add conditional use requirements, increase the setback requirements and reduce the allowed density for duplexes, townhomes, and patio homes.

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

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

1. Amend Jasper County Zoning Ordinance, Article 6:1 – Table 1 to read as follows:

Article 6, Use Regulations, Section 6.1 - Table 1:

Residential Uses	NAICS	R	RRL	RP	RC	CC	GC	ID	RE	MB
Site Built Housing	NA									
Existing Single-Family Detached	NA	P	P	P	P	P	P	N	N	N
Single-Family Detached	NA	P	P	P	P	P	P	N	N	N
Second Single Family Residential Dwelling Unit (Sec. 11:7.30)	NA	C	N	C	N	C	N	N	N	N

Duplexes (Sec. 11:7.31)	NA	C N	C N	C N	N	C	C	N	N	N
Multi-Family, Apartments (Sec. 11:7.31.A)	NA	N	N	N	N	C	C	N	N	N
Townhouses (Sec. 11:7.32)	NA	C N	C N	N	N	C	C	N	N	N
Patio Homes (Sec. 11:7.33)	NA	C N	C N	N	N	C	C	N	N	N

2. Amend Jasper County Zoning Ordinance, Article 7:3 – Table 1, *Schedule of Lot Area, Yard, Setback, and Density* as shown on Exhibit A attached.

3. Amend Jasper County Zoning Ordinance, Article 11:7:31, *Duplexes* to read as follows:

Article 11:7.31 Duplexes:

Due to the unique design features of duplex housing, the following supplemental design requirements shall apply:

1. *Such projects shall be located in areas that are served by public water and sewer providers. Septic systems, including community septic systems are strictly prohibited.*
2. *Such projects shall have a minimum of one (1) acre and a maximum of ten (10) acres in the Residential, Community Commercial and General Commercial Zoning Districts.*
3. *Such projects shall have a minimum of two (2) acres and a maximum of ten (10) acres in the Rural Preservation District.*
4. *For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table1.*
5. *Building orientation shall be representative of that exhibited by surrounding single-family development.*
6. *The size, bulk, height and scale of proposed structures shall reflect the characteristics of existing single-family structures in the area.*
7. *At least one duplex front door should be visible from the front of the structure.*
8. *Entrances should be visible and approaches to the front entrance of each dwelling unit should be clearly delineated by improved walkways and landscaping.*

9. *The site plan shall be designed in a way to complement the existing character of the surrounding area. The Planning Commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.*
10. *When a duplex development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved.*

4. Amend Jasper County Zoning Ordinance, Article 11:7:32, Townhouses to read as follows:

Article 11:7.32 Townhouses:

Due to the unique design features of townhouses, the following supplemented design requirements shall apply:

1. *Such projects shall be located in areas that are served by water and sewer.*
2. *Such projects shall have a minimum of one and half (1-1/2) acre.*
3. *Not more than eight (8) or fewer than three (3) townhouses may be joined together, with approximately the same front line (may be staggered).*
4. *Minimum distance between rows of buildings shall be not less than 20 feet.*
5. *For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.*
6. *Sidewalks not less than four (4) feet in width shall be provided along the front property line of each project, building.*
7. *Not less than 10 percent of the project site shall be diverted to contiguous common open space which is designed for use by the residents.*
8. *The site plan shall be designed in a way to complement the existing character of the surrounding area. The Planning Commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.*
9. *When a townhouse development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved.*

5. Amend Jasper County Zoning Ordinance, Article 11:7:33, *Patio Homes* to read as follows:

Article 11:7.33 Patio Homes:

Due to the unique design features of patio homes, the following supplemental design requirements shall apply:

1. **Such projects shall be located in areas that are served by public water and sewer providers. Septic systems, including community septic systems, are strictly prohibited.**
2. Such projects shall have a minimum of one (1) acre and a maximum of ten (10) acres.
2. ~~For units in the applicable areas of the Levy Limehouse Overlay District (LLOD) or where water and sewer service is provided in accordance with Article 6 of the Jasper County Land Development Regulations, the lot area, yard, and setbacks shall be as prescribed in Section 8:4. For units not meeting these requirements, the minimum lot size shall be .5 acre and the yard, and setbacks shall be as prescribed in Section 7:3, Table 1.~~
3. **For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.**
4. Not less than ten percent (10%) of the project site shall be diverted to contiguous common open space which is designed for use by the residents.
5. The site plan shall be designed in a way to complement the existing character of the surrounding area. The Planning Commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
6. **When a patio home development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved, and must comply with major site plan requirements.**

Chairman

ATTEST:

**Wanda Simmons
Clerk to Council**

ORDINANCE O-2023-15

First Reading: August 21, 2023
Second Reading: September 5, 2023
Public hearing: September 5, 2023
Adopted: September 18, 2023

Considered by the Jasper County Planning Commission at its meeting on
August 8, 2023.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

Section 7:3 Table 1:

Schedule of Lot Area, Yard, Setback, and Density

By District

	R	RRL	RP	RC	CC	GC	ID	RE	MB
Minimum Lot per Unit									
Non Residential Area (SF)	40,000	N/A	2 acres	2 acres	10,000	10,000	12,000	2 acres	12,000
Residential									
Single Family	.5 acre	7,800	1 acre	.5 acre	(B)	(A)	N/A	N/A	N/A
Patio	6,500 N/A	N/A	N/A	N/A	40,000 (B)	3,500	N/A	N/A	N/A
Duplex	8,500 N/A	N/A	2 acres N/A	N/A	5,000 (B)	5,000 (A)	N/A	N/A	N/A
Townhome	2,000 N/A	N/A	N/A	N/A	1,800 3,500	1,800 2,000	N/A	N/A	N/A

(A) 4 Per Acre For Single Family Dwelling Units; 6 Per Acre For Attached Units.

(B) 2 Per Acre For Single Family Dwelling Units; 4 Per Acre For Attached Units.

Minimum Yard & Building Setback (feet)

	Multifamily, Single-Family & Non-Residential Uses									PER UNIT	Patio	Duplex	Town-home
	R	RRL	RP	RC	CC	GC	ID	RE	MB				
Minimum lot width	50	50	200	200	80	80	90	200	90	Minimum lot width	45	50	20
Front										Front			
Major Street (Multi-Lane)	60	60	60	60	60	60	60	200	60	Major Street (Multi-lane)	60*	60*	60*
Major Street (Two-lane)	35	35	45	45	35	35	45	200	45	Major Street (Two-lane)	25 35	25 35	25 35
Minor Street	25	15	25	25	25	25	25	150	25	Minor Street	15 25	15 25	10 20
Side										Side			
Residential	10	10	25	50	5	5	N/A	N/A	N/A	Interior	N/A	0	0
Non-Residential	10	N/A	25	50	5	5	10	100	10	Street-Side/Exterior	5 10	10	10
Rear										Rear			
Residential	25	20	25	100	10	10	N/A	100	N/A	Residential	25	20 25	5 15
Non-Residential	40	N/A	50	150	10	10	15	100	15	Non-Residential	N/A	N/A	N/A

*Access to units along a multi-lane major street shall generally have a common access onto a frontage road or similar, which shall be considered a minor street; the frontage road or similar may encroach into the 60' front setback from the multi-lane major street.



CONTRACT FORM

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023 by and between **JASPER COUNTY, SOUTH CAROLINA** (hereinafter called OWNER) and **TRINITY ELECTRICAL SERVICES, INC.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. **SCOPE OF WORK.**

This project generally consists of construction of a new automated weather observation system (AWOS III P/T) at Ridgeland-Claude Dean Airport. Work includes the AWOS III P/T with fixed tower, minor site work and electrical connections, as further described in the attached ATTACHMENT A – SCHEDULE OF VALUES.

The maximum contract time for the project if all bid schedules are awarded is **60 calendar days**. The project will be constructed in multiple phases, some of which will require work within the taxiway safety area.

The Project, for which the Work under the Contract Documents may be the whole or only a part, is generally described as follows:

**RIDGELAND-CLAUDE DEAN AIRPORT
AWOS III P/T PROJECT
FAA A.I.P. No. 3-45-0048-016-2021 (Design)
FAA A.I.P. No. 3-45-0048-018-2023 (Construction)**

Article 2. **ENGINEER.**

The Project has been designed by:

HOLT CONSULTING COMPANY, LLC
2801 Devine Street, Suite 201
Columbia, South Carolina 29205
(803) 771-4658

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME.**

3.1 The Work will be completed and ready for final payment in accordance with paragraph 50-15 of the General Provisions as follows:

Maximum contract time for substantial completion of the **AWOS III P/T PROJECT** shall be within **60** consecutive calendar days from the commencement date specified in the written Notice-to-Proceed.



No time will be added to the duration shown above. All work will be completed in accordance with the phases prescribed in Section 01010, "Scope of Work", and the Contract Drawings.

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Paragraph 80-07 of the General Provisions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount as stipulated in General Conditions Section 80-08 for each calendar day that expires after the time specified in paragraph 3.1 for Completion and readiness for Payment.
- 3.3 CONTRACTOR understands and hereby expressly agrees that in addition to liquidated damages specified in Article 3.2 above, to pay the OWNER the actual costs to OWNER for any inspector or inspectors necessarily employed by OWNER on the Work and the actual costs to OWNER for the ENGINEER's observation of construction and project representative services including all travel and subsistence expenses after the date specified for completion until the Work is completed and ready for final payment. Further, the CONTRACTOR agrees that the sums to be paid the OWNER may be deducted from the sum due the CONTRACTOR for work performed as provided in Section 90 of the General Provisions.

Article 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, and in accordance with the unit bid prices submitted for the Bid on **October 4, 2022**, with an initial contract amount of **\$287,070.00**, based on negotiated reduction in scope of work to fit available funds as shown on ATTACHMENT A – SCHEDULE OF VALUES, to be paid based upon the **actual** quantities approved and accepted in accordance with the Contract Documents.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Applications for Payment will be processed by ENGINEER as provided in the General Provisions.

- 5.1 Progress Payments. OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, within 30 calendar days after receipt of an application for payment that has been reviewed and approved by the Engineer. The last Friday of every month that work was performed shall be the ending date for establishing the quantity of units completed for submission in the application for payment.

- 5.1.1. Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 90 of the General Provisions.



90% of Work completed as determined by ENGINEER.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 90-07 of the General Provisions).

- 5.1.2 With each application for payment, the Contractor shall submit his DBE expenditures for the month as well as a total-to-date. The expenditure report shall include the name, date and amounts paid to each DBE subcontractor.
 - 5.1.3 With each application for payment, the Contractor shall submit an updated CPM schedule delineating activities completed and those remain to be completed. Additionally, he needs to identify any logic changes made since submission of his first (baseline) CPM schedule. Detailed Bar Chart, Network Diagram and Standard Report for all activities are required and shall be submitted on both hard (paper) copies as well as the electronic files provided via email.
 - 5.1.4 The Contractor is advised that the certified payroll for his organization as well as all of his subcontractors must be current and submitted to Owner within 14 days of the requested Application for Payment.
 - 5.1.5 The Contractor shall submit a manual set(s) for each item of equipment installed as part of the Contract work when submitting a pay request for payment of the item(s) requiring manual set(s). The set(s) shall include operation, maintenance, and parts manuals.
 - 5.1.6 Contractor's failure to submit an acceptable DBE expenditure report, CPM schedule update, parts/operational/maintenance manual set(s), or not meeting the requirements for the certified payroll submission schedule, as outlined in 5.1.2, 5.1.3 and 5.1.4, and 5.1.5 above, will result in withholding of his progress payment by the Owner until these requirements are satisfied.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 90-08.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the



cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including the General Provisions and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 6.6 BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (JAN 1991)
- (a) The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (b) below.
- (b) The following terms apply to this clause:
1. Steel and Manufactured Products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
 2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
 3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.
- (c) The attached list (marked as Exhibit "A") is the list of supplies/materials that the U.S. Government has determined that are not produced in the United States in sufficient and reasonably available quantities and of sufficient quality that will take exception to this clause.



Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement (pages CF-1 to CF-6, inclusive).
- 7.2 Exhibit "A" – List of Supplies/Materials (pages XA-1 to XA-9)
- 7.3 Certificate of Secretary (page CS-1)
- 7.4 Performance and Payment Bonds, consisting of pages PB-1 to PB-4, inclusive.
- 7.5 General Provisions and Supplementary Conditions.
- 7.6 Technical Specifications as listed in table of contents of the Project Manual.
- 7.7 Drawings, consisting of a cover sheet and sheets numbered with each sheet bearing the following general title:
**RIDGELAND-CLAUDE DEAN AIRPORT
AWOS III P/T PROJECT
FAA A.I.P. No. 3-45-0048-016-2021**
- 7.8 Addendum Number(s) 1, 2 & 3.
- 7.9 CONTRACTOR's Bid (pages BF-1 to BF-38).
- 7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 40 of the General Provisions.
- 7.11 Attachment A: Schedule of Values (Reduced Scope of Work)

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Section 40 of the General Provisions.

Article 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement which are defined in Section 10 of the General Provisions will have the meanings indicated in the General Provisions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract



Documents.

- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents. The CONTRACTOR or his/her subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT/FAA assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the OWNER deems appropriate.
- 8.4 The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the Owner. The Owner shall hold retainage from prime contractors and will allow prompt and regular incremental acceptances of portions of the prime contract and will pay retainage to the prime contractor as a condition of these acceptances. The prime contractor, as a matter of contractual obligation, shall agree to pay all retainage owed to each subcontractor within seven (7) days for satisfactory completion of the accepted work after the Authority makes payment to the prime contractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Article 9. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed six copies of this Agreement. Two counterparts each have been delivered to OWNER, and one counterpart each has been delivered to CONTRACTOR, STATE, FAA, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____.

OWNER
JASPER COUNTY
RIDGELAND, SOUTH CAROLINA

CONTRACTOR
TRINITY ELECTRICAL SERVICES, INC.
BAXLEY, GEORGIA

By: _____

By: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Post Office Box 1149
358 Third Avenue
Ridgeland, South Carolina 29936

Trinity Electrical Services, Inc.
2317 Golden Isles West
Baxley, Georgia 31513

Waiver Type	Mfr.	Product	Eff. Date
Type III Equipment/Building	ADB Safegate Americas, LLC	L-852T LED (L) Omni-directional In-pavement Taxiway Edge Light RSTEX1XP3NXXNXX2	3/25/2023
Type III Equipment/Building	SPX Aids for Aviation	L-863 Portable Runway and Taxiway Lighting AV-70-863-B-SW-CP	3/25/2023
Type III Equipment/Building	SPX Aids to Aviation	L-863 Portable Runway and Taxiway Lighting AC-70-863-B-RF-SW-CP	3/25/2023
Type III Equipment/Building	All Weather Incorporated	Automated Weather Observation System AWOS II	3/6/2023
Type III Equipment/Building	All Weather Incorporated	Automated Weather Observation System III P/T	2/25/2023
Type III Equipment/Building	All Weather Incorporated	Automated Weather Observation System III-P	2/25/2023
Type III Equipment/Building	All Weather Incorporated	Automated Weather Observation System AWOS I	2/25/2023
Type III Equipment/Building	All Weather Incorporated	Automated Weather Observation System Altimeter/Visibility (AV)	2/25/2023
Type III Equipment/Building	All Weather Incorporated	Automated Weather Observation System III	2/25/2023
Type III Equipment/Building	Potters Industries (Flex-O-Lite)	Reflective Media TTB 13215D Type IA (Flex-O-Lite) Glass Beads	8/27/2022
Type III Equipment/Building	GBA Components, LLC	Inpavement Light EB-83A Coated Bolts	8/7/2022
Type III Equipment/Building	ADB Safegate Americas, LLC	L-850D(L) RSRT212XXXFXXXX1 Inpavement Runway Threshold Light	7/30/2022
Type III Equipment/Building	ADB Safegate Americas, LLC	L-852A (LED) Model RSTA21XXXNXXNXX2X1 Inpavement Taxiway Centerline Light	7/17/2022
Type III Equipment/Building	ADB Safegate Americas, LLC	L-852B (LED) Model RSTB21XXXNXXNXX2X1 Inpavement Centerline Light	7/17/2022
Type III Equipment/Building	ADB Safegate Americas, LLC	L-852C (LED) Model RSTC21XXXNXXNXX2X1 Inpavement Taxiway Centerline Light	7/17/2022
Type III Equipment/Building	ADB Safegate Americas, LLC	L-852D (LED) Model RSTD21XXXNXXNXX2X1 Inpavement Centerline Light	7/17/2022
Type III Equipment/Building	ADB Safegate Americas, LLC	L-852J (LED) Model RSTJ21XXXNXXNXX2X1 Inpavement Taxiway Centerline Light	7/17/2022
Type III Equipment/Building	ADB Safegate Americas, LLC	L-852K(LED) Inpavement Taxiway Centerline Light Model RSTK21XXXNXXNXX2X1	7/17/2022
Type III Equipment/Building	ADB Safegate Americas, LLC	L-852S (LED) Model RSSB21XXXNXXNXX2X1 Inpavement Stop Bar Light	7/17/2022
Type III Equipment/Building	Flash Technology	L-880 (LED) Precision Approach Path Indicator	7/17/2022
Type III Equipment/Building	Flash Technology	Flash Technology L-881 (LED) Precision Approach Path Indicator	7/17/2022
Type III Equipment/Building	Potters Industries (Flex-O-Lite)	Reflective Media TT-B 1325D Type III (Flex-O-Lite) Glass Beads, 1.9 Index of Refraction	7/17/2022
Type III Equipment/Building	ADB Safegate	L-850A(L) RSRC11XXXNXXNXXNXX1 Inpavement Runway Centerline Light	6/18/2022
Type III Equipment/Building	ADB Safegate	L-850B(L) RSRZ11XX1XWNXXNXX1 Inpavement Touchdown Zone Light	6/18/2022
Type III Equipment/Building	ADB Safegate	L-850C (L) RSRE11XXXNXXNXXNXX1 Inpavement Runway Edge Light	6/18/2022
Type III Equipment/Building	ADB Safegate	L-850D(L) RSRN212XXXNXXNXXNXX1 Inpavement Runway End Light	6/18/2022
Type III Equipment/Building	ADB Safegate	L-850T(L) RSRZ11XX1NRNXXNXX1 Runway Status Light	6/18/2022
Type III Equipment/Building	Airport Lighting Company	L-821 Airport Lighting Control Panel	2/26/2022
Type III Equipment/Building	Airport Lighting Company	L-880 LED Precision Approach Path Indicator	2/26/2022
Type III Equipment/Building	Airport Lighting Company	L-881 LED Abbreviated Precision Approach Path Indicator	2/26/2022
Type III Equipment/Building	ADB Safegate	High Intensity Runway Edge L-862(L) ERES2YW33S00002	11/27/2021
Type III Equipment/Building	ADB Safegate	High Intensity Runway Edge Light L-862(L) ERES2GR13SF0002	11/27/2021
Type III Equipment/Building	ADB Safegate	High Intensity Runway Edge Light L-862(L) ERES2WY33S00002	11/27/2021
Type III Equipment/Building	Webasto Charging Systems Incorporated	Posicharge DVS 300 Electric Vehicle Charger	11/27/2021
Type III Equipment/Building	Multi-Electric Manufacturing	LED E Runway Elevated Threshold End Light	9/18/2021
Type III Equipment/Building	Multi-Electric Manufacturing	LED Runway Elevated Edge - L-862 (L)	9/18/2021
Type III Equipment/Building	Airport Lighting Company	L-890 Lighting Control & Monitoring System	7/17/2021
Type III Equipment/Building	Airport Lighting Company	High Intensity Runway Edge Light, L-862 LED	5/8/2021
Type III Equipment/Building	Airport Lighting Company	L-861SE LED Medium Intensity Runway & Taxiway Edge Light	5/8/2021
Type III Equipment/Building	Airport Lighting Company	L-862 E LED High Intensity Runway Threshold Light	5/8/2021
Type III Equipment/Building	Hali-Brite Incorporated	L-801 A (LED) Medium Intensity Beacon	4/24/2021
Type III Equipment/Building	Hali-Brite Incorporated	L-802 A (LED) High Intensity Beacon	4/24/2021
Type III Equipment/Building	Musco Lighting	TLC for LED® Light-Structure System™ Apron Flood Lighting	4/11/2021
Type III Equipment/Building	Flight Light Inc.	L-810 Obstruction Light Single Head LED	4/3/2021
Type III Equipment/Building	Flight Light Inc.	L-810 Obstruction Light Double Head LED	4/3/2021
Type III Equipment/Building	Airport Lighting Company	L-847 Switch, Circuit Selector	3/20/2021
Type III Equipment/Building	ADB Safegate	L-849 -L Runway End Identification Lights - E1101012	8/8/2020
Type III Equipment/Building	Hali-Brite Incorporated	L-893, Lighted Visual Aid to Indicate Temporary Runway Closure LED RCM-D L-893 (L)	4/26/2020
Type III Equipment/Building	Hali-Brite Incorporated	L-893, Lighted Visual Aid to Indicate Temporary Runway Closure, LED RCM-D	4/26/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2NG01S00000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2NG01S00100	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2NG01SF0000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2NG02S00000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2NG0ASL0000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2NG0BSL0000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2NG0CSL0000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2NG0CSM0000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG01S00100	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG01SF0000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG02S00000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG02S00100	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG03S00000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG03S00100	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG03SF0000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG03SF0100	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG04S00000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG04S00100	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG04SF0000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG04SF0100	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG05S00000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG05SC0000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG05SC0100	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG06SC0000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG07S00000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG07SC0000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG07SF0000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG09S00000	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2RG09S00100	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2YR01S00100	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2YR03S00100	4/11/2020
Type III Equipment/Building	ADB Safegate	L-861 Lights, Runway & Taxiway Edge, Medium Intensity EMIS2YY02S00100	4/11/2020

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Type III Equipment/Building	ADB Safegate	L-861(L) Medium Intensity Runway Edge Light EMIS2NR01S00100	11/16/2019
Type III Equipment/Building	ADB Safegate	L-861(L) Medium Intensity Runway Edge Light EMIS2NR03S00000	11/16/2019
Type III Equipment/Building	ADB Safegate	L-861(L) Medium Intensity Runway Edge Light EMIS2NR03S00100	11/16/2019
Type III Equipment/Building	ADB Safegate	L-861(L) Medium Intensity Runway Edge Light EMIS2NR04S00000	11/16/2019
Type III Equipment/Building	ADB Safegate	L-861(L) Medium Intensity Runway Edge Light EMIS2NR04S00100	11/16/2019
Type III Equipment/Building	ADB Safegate	L-861(L) Medium Intensity Runway Edge Light EMIS2RG0ASL0000	11/16/2019
Type III Equipment/Building	ADB Safegate	L-861(L) Medium Intensity Runway Edge Light EMIS2RG0ASM0000	11/16/2019
Type III Equipment/Building	ADB Safegate	L-861(L) Medium Intensity Runway Edge Light EMIS2RG0BSL0000	11/16/2019
Type III Equipment/Building	ADB Safegate	L-861(L) Medium Intensity Runway Edge Light EMIS2RG0CSM0000	11/16/2019
Type III Equipment/Building	Vaisala	In-Pavement Stationary Runway Weather Information System RWS200	11/16/2019
Type III Equipment/Building	Astronics DME	L-852S Inpavement Taxiway Lights L-R-1-0	10/26/2019
Type III Equipment/Building	Astronics DME	L-852T-L 1 G2 Inpavement Taxiway Lights	10/26/2019
Type III Equipment/Building	Astronics DME	L-852X Inpavement Taxiway Lights L-G2	10/26/2019
Type III Equipment/Building	Astronics DME	L-852X-L G2 Inpavement Taxiway Lights	10/26/2019
Type III Equipment/Building	Astronics DME	L-862L High Intensity runway Edge Lights	10/26/2019
Type III Equipment/Building	Franklin Paint Company	P-620 Black Waterborne Traffic Paint	10/26/2019
Type III Equipment/Building	Franklin Paint Company	P-620 Green Waterborne Traffic Paint	10/26/2019
Type III Equipment/Building	Franklin Paint Company	P-620 Red Waterborne Traffic Paint	10/26/2019
Type III Equipment/Building	Franklin Paint Company	P-620 White Waterborne Traffic Paint	10/26/2019
Type III Equipment/Building	Franklin Paint Company	P-620 Yellow Waterborne Traffic Paint	10/26/2019
Type III Equipment/Building	Millerbernd Manufacturing Company	L-867 Light Base, Non-Load Bearing	10/26/2019
Type III Equipment/Building	Millerbernd Manufacturing Company	L-868 Light Base, Load Bearing	10/26/2019
Type III Equipment/Building	Millerbernd Manufacturing Company	L-894 Elevated Light Cover 12"	10/26/2019
Type III Equipment/Building	Millerbernd Manufacturing Company	L-894 Elevated Light Cover 16"	10/26/2019
Type III Equipment/Building	Wix Support Equipment	Electric Vehicle Charging Station Cable Mangement System	10/26/2019
Type III Equipment/Building	ADB Safegate	L-862 (L) High Intensity Runway Edge Light EREL2GN13SF0102	10/19/2019
Type III Equipment/Building	ADB Safegate	L-862 Lights, Runway Edge, High Intensity EREL2GN13SF0102	10/19/2019
Type III Equipment/Building	ADB Safegate	L-862 Lights, Runway Edge, High Intensity EREL2GN15SF0002	10/19/2019
Type III Equipment/Building	ADB Safegate	L-862 Lights, Runway Edge, High Intensity EREL2GN15SF0102	10/19/2019
Type III Equipment/Building	ADB Safegate	L-862 Lights, Runway Edge, High Intensity EREL2GR15SF0102	10/19/2019
Type III Equipment/Building	ADB Safegate	L-862 Lights, Runway Edge, High Intensity EREL2GY33SF0102	10/19/2019
Type III Equipment/Building	ADB Safegate	L-862 Lights, Runway Edge, High Intensity EREL2N2G3SF0102	10/19/2019
Type III Equipment/Building	ADB Safegate	L-861 L Runway & Taxiway Edge Medium Intensity Lights	10/1/2019
Type III Equipment/Building	ADB Safegate	L-862 E L Runway Edge High Intensity Lights ERES2WW35S00002	10/1/2019
Type III Equipment/Building	ADB Safegate	L-862 Runway Edge High Intensity Lights EREL2RG21SF0002	10/1/2019
Type III Equipment/Building	ADB Safegate	L-862 Runway Edge High Intensity Lights EREL2WW35S00002	10/1/2019
Type III Equipment/Building	Minit charger, LLC	ALT22-480-1 Altus 22kW Dual Port Charger with BIW Cables	10/1/2019
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-852 E LED Inpavement Taxiway Light	10/22/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-852 F LED Inpavement Taxiway Light	10/22/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-852 S LED Inpavement Taxiway Light	10/22/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-852 T LED Inpavement Taxiway Light	10/22/2018
Type III Equipment/Building	Astronics DME Corporation	L-804 V Holding Position Edge Light	8/27/2018
Type III Equipment/Building	Astronics DME Corporation	L-829 Monitored Constant Current Regulator	8/27/2018
Type III Equipment/Building	Astronics DME Corporation	L-849 I LED Runway End Identification Lights	8/27/2018
Type III Equipment/Building	Astronics DME Corporation	L-850 A LED Runway Inpavement Lights	8/27/2018
Type III Equipment/Building	Astronics DME Corporation	L-850 B LED Runway Inpavement Lights	8/27/2018
Type III Equipment/Building	Astronics DME Corporation	L-850 T Runway Inpavement Light	8/27/2018
Type III Equipment/Building	Astronics DME Corporation	L-858 Runway and Taxiway Signs	8/27/2018
Type III Equipment/Building	Kodiack America, LLC	Snow Removal Equipment - Dual Engine Chassis w/ Rwy Broom & Air Blast	8/27/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-850 A LED Inpavement Runway Light	8/27/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-850 B LED Inpavement Runway Light	8/27/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-850 C LED Inpavement Runway Light	8/27/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-850 D LED Inpavement Runway Light	8/27/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-850 E LED Inpavement Runway Light	8/27/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-850 T LED Inpavement Runway Light	8/27/2018
Type III Equipment/Building	Ennis-Flint Company	P-620 AirMark Prefomed Thermoplastic Pavement Markings	8/4/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-852 A LED Inpavement Taxiway Light	7/29/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-852 B LED Inpavement Taxiway Light	7/29/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-852 C LED Inpavement Taxiway Light	7/29/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-852 D LED Inpavement Taxiway Light	7/29/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-852 J LED Inpavement Taxiway Light	7/29/2018
Type III Equipment/Building	Multi-Electric Mfg., Inc.	L-852 K LED Inpavement Taxiway Light	7/29/2018
Type III Equipment/Building	Airport Lighting Company	L-828 Constant Current Regulator	7/24/2018
Type III Equipment/Building	Airport Lighting Company	L-829 Monitored Constant Current Regulator	7/24/2018
Type III Equipment/Building	Eaton Crouse-Hinds	L-852 G LED Inpavement Taxiway Light	7/22/2018
Type III Equipment/Building	Hughey & Phillips	L-810 Low Intensity LED , Double, VAC	1/21/2017
Type III Equipment/Building	Hughey & Phillips	L-810 Low Intensity LED, Single, VAC	1/21/2017
Type III Equipment/Building	Astronics DME Corporation	L-858 B LED Runway Runway & Taxiway Signs	10/17/2016
Type III Equipment/Building	Astronics DME Corporation	L-858 L LED Runway & Taxiway Signs	10/17/2016
Type III Equipment/Building	Astronics DME Corporation	L-858 R LED Runway & Taxiway Signs	10/17/2016
Type III Equipment/Building	Eaton Crouse-Hinds	L-850 C Runway Inpavement Lights	10/10/2016
Type III Equipment/Building	Vaisala	AW20, AWOS III	8/1/2016
Type III Equipment/Building	Vaisala	AW20-SPLIT, AWOS A	8/1/2016
Type III Equipment/Building	Vaisala	AW20-SPLIT, AWOS AV	8/1/2016
Type III Equipment/Building	Vaisala	AW20-SPLIT, AWOS I	8/1/2016
Type III Equipment/Building	Vaisala	AW20-SPLIT, AWOS II	8/1/2016
Type III Equipment/Building	Vaisala	AW20-SPLIT, AWOS III	8/1/2016
Type III Equipment/Building	Vaisala	AW20-SPLIT, AWOS IIIP	8/1/2016
Type III Equipment/Building	Vaisala	AW20-SPLIT, AWOS IIIPT	8/1/2016
Type III Equipment/Building	Vaisala	AW20-SPLIT, AWOS IIIT	8/1/2016
Type III Equipment/Building	Vaisala	AW20-SPLIT, AWOS IV Z	8/1/2016
Type III Equipment/Building	Vaisala	AW20-STA, AWOS A	8/1/2016
Type III Equipment/Building	Vaisala	AW20-STA, AWOS AV	8/1/2016
Type III Equipment/Building	Vaisala	AW20-STA, AWOS II	8/1/2016

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Type III Equipment/Building	Vaisala	AW20-STA, AWOS IIIP	8/1/2016
Type III Equipment/Building	Vaisala	AW20-STA, AWOS IIPT	8/1/2016
Type III Equipment/Building	Vaisala	AW20-STA, AWOS IIIT	8/1/2016
Type III Equipment/Building	Vaisala	AW20-STA, AWOS IV Z	8/1/2016
Type III Equipment/Building	Vaisala	AW20-STA, AWS I	8/1/2016
Type III Equipment/Building	Jaquith Industries	L-894 12" Elevated Light Cover Baseplate	5/17/2016
Type III Equipment/Building	Jaquith Industries	L-894 16" Elevated Light Cover Baseplate	5/17/2016
Type III Equipment/Building	Jaquith Industries	L-895 Light Mounting Stake	5/17/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, 1952, TT-P-Hotline Waterborne Durable Type III - White Marking Paint TM2452	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, 1952, TT-P-Hotline Waterborne Durable Type III - Yellow Marking Paint TM2453	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P- 1952, Hotline Waterborne Type I/II - Yellow Marking Paint TM2259	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952 Hotline Waterborne Type III - Algacide, Fungicide, & Rust Inhibitor - Red Marking Paint TM2544	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952 Hotline Waterborne Type I/II - White Marking Paint TM2152	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952 Hotline Waterborne Type III w Algacide, Fungicide, & Rust Inhibitor - White Marking Paint TM2564	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne Durable Type III - Black Marking Paint TM2140	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne Durable Type III - Blue Marking Paint TM2142	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne Durable Type III - Green Marking Paint TM2143	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne Durable Type III - Red Marking Paint TM2141	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne Type I/II - Black Marking Paint TM2221	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne Type I/II - Blue Marking Paint TM2224	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne Type I/II - Green Marking Paint TM2226	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne Type I/II - Red Marking Paint TM2222	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne Type I/II - Yellow Marking Paint TM2153	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne Type I/II w Algacide, Fungicide, & Rust Inhibitor - Black Marking Paint TM2543	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne Type III w Algacide, Fungicide, & Rust Inhibitor - Blue Marking Paint TM2545	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne Type III w Algacide, Fungicide, & Rust Inhibitor - Yellow Marking Paint TM2565	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Hotline Waterborne, Type I/II - White Marking Paint TM2248	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Type III w Algacide & Rust Inhibitor - Black Marking Paint TM2540	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Type III w Algacide, Fungicide & Rust Inhibitor - White Marking Paint TM2538	5/14/2016
Type III Equipment/Building	The Sherwin-Williams Company	P-620, TT-P-1952, Type III w Algacide, Fungicide, & Rust Inhibitor - Yellow Marking Paint TM2539	5/14/2016
Type III Equipment/Building	Boshchung America, LLC	Airport Winter Safety and Operations, RWIS	1/2/2016
Type III Equipment/Building	Astronics DME Corporation	L-804 Holding Position Edge Light	8/4/2015
Type III Equipment/Building	ADB Safegate	L-806 LED, Wind Cones-Fragible	5/15/2015
Type III Equipment/Building	ADB Safegate	L-806 Wind Cones - Fragible	5/15/2015
Type III Equipment/Building	ADB Safegate	L-850 D, Incandescent Inpavement Lights	5/15/2015
Type III Equipment/Building	ADB Safegate	L-850 E, Incandescent Inpavement Lights	5/15/2015
Type III Equipment/Building	ADB Safegate	L-850 F, Incandescent Inpavement Lights	5/15/2015
Type III Equipment/Building	ADB Safegate	L-861 E, LED Runway Edge, Medium Intensity Lights	5/15/2015
Type III Equipment/Building	ADB Safegate	L-861 LED, Medium Intensity Runway Edge Lights	5/15/2015
Type III Equipment/Building	ADB Safegate	L-804 LED, Holding Position Edge Light	5/5/2015
Type III Equipment/Building	ADB Safegate	L-810 LED, Obstruction Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-849 C, LED, Runway End Identification Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-849 E, LED, Runway End Identification Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-850 A, Q/I, Runway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-850 B, Q/I Runway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-850 C LED, Runway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-850 C, Q/I Runway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-850 D, LED Runway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 A, LED, Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 A, Q, Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 B, LED Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 B, Q, Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 C, LED Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 C, Q, Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 D, LED Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 D, Q, Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 E, Q, Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 G, LED, Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 G, Q, Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 J, LED Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 S, Q, Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-852 T, LED Taxiway, Inpavement Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-858, LED, Runway and Taxiway Signs	5/5/2015
Type III Equipment/Building	ADB Safegate	L-861 SE, Q, Runway Edge, Medium Intensity Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-861 T, LED Taxiway Edge, Medium Intensity Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-861, Q, Runway Edge, Medium Intensity Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-861E, Q, Runway Edge, Medium Intensity Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-862 E, Q, Runway Edge, High Intensity Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-862, Q, Runway Edge, High Intensity Lights	5/5/2015
Type III Equipment/Building	ADB Safegate	L-880 LED, Precision Approach Path Indicator	5/5/2015
Type III Equipment/Building	ADB Safegate	L-881 LED, Abbreviated Precision Approach Path Indicator	5/5/2015
Type III Equipment/Building	Atg Airports, Ltd.	L-850 B Runway Inpavement Lights	2/2/2015
Type III Equipment/Building	Atg Airports, Ltd.	L-850 A Runway Inpavement Lights	1/20/2015
Type III Equipment/Building	Atg Airports, Ltd.	L-850 C Runway Inpavement Lights	1/17/2015
Type III Equipment/Building	Astronics DME Corporation	L-849 A LED Runway End Identification Lights	10/27/2014
Type III Equipment/Building	Rheinmetall Defence	DEBRA FOD	10/21/2014
Type III Equipment/Building	Ennis-Flint Company	A-A-2886B Black Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	A-A-2886B Blue Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	A-A-2886B Red Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	A-A-2886B White Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	A-A-2886B Yellow Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	TT-P-1952E Black Type I/II Fast Dry Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	TT-P-1952E Black Type III Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	TT-P-1952E Blue Type I/II Fast Dry Runway Marking Paint	8/16/2014

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Type III Equipment/Building	Ennis-Flint Company	TT-P-1952E Blue Type III Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	TT-P-1952E Green Type I/II Fast Dry Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	TT-P-1952E Green Type III Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	TT-P-1952E Red Type I/II Fast Dry Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	TT-P-1952E Red Type III Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	TT-P-1952E White Type I/II Fast Dry Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	TT-P-1952E White Type III Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	TT-P-1952E Yellow Type I/II Fast Dry Runway Marking Paint	8/16/2014
Type III Equipment/Building	Ennis-Flint Company	TT-P-1952E Yellow Type III Runway Marking Paint	8/16/2014
Type III Equipment/Building	Manairco	L-861 T LED Runway & Taxiway Edge, Medium Intensity Lights	6/27/2014
Type III Equipment/Building	Eaton Crouse-Hinds	L-850 A LED Runway Inpavement Lights	6/16/2014
Type III Equipment/Building	Eaton Crouse-Hinds	L-850 B LED Runway Inpavement Lights	6/16/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 10 - 10,000 Gallon Tank DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 10 - 12,000 Gallon Tank DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 10 - 15,000 Gallon Tank DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 10 - 2,000 Gallon DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 10 - 20,000 Gallon Tank DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 10 - 25,000 Gallon Tank DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 10 - 30,000 Gallon Tank DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 10 - 35,000 Gallon DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 4 - 1,000 Gallon DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 4 - 600 Gallon DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 6 - 4,000 Gallon DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 6 - 2,500 Gallon DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 6 - 3,000 Gallon DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 6 - 5,000 Gallon DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 6 - 6,000 Gallon DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 8 - 12,000 Gallon Tank DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 8 - 8,000 Gallon DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 8 -15,000 Gallon Tank DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Containment Solutions	CSI Tank 8 -5,000 Gallon DWT Fuel Storage Tank	5/13/2014
Type III Equipment/Building	Service Wire Company	L-824, Underground Electrical Cables for Airfield Circuits	5/4/2014
Type III Equipment/Building	Airport Lighting Company	L-861 LED Runway & Taxiway Edge, Medium Intensity Lights	3/29/2014
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B Black Runway Marking Paint (5385)	3/24/2014
Type III Equipment/Building	Eaton Crouse-Hinds	L-852 A LED Taxiway Inpavement Lights	2/25/2014
Type III Equipment/Building	Eaton Crouse-Hinds	L-852 B LED Taxiway Inpavement Lights	2/25/2014
Type III Equipment/Building	Eaton Crouse-Hinds	L-852 C LED Taxiway Inpavement Lights	2/25/2014
Type III Equipment/Building	Eaton Crouse-Hinds	L-852 D LED Taxiway Inpavement Lights	2/25/2014
Type III Equipment/Building	Eaton Crouse-Hinds	L-852 J LED Taxiway Inpavement Lights	2/25/2014
Type III Equipment/Building	Eaton Crouse-Hinds	L-852 K LED Taxiway Inpavement Lights	2/25/2014
Type III Equipment/Building	Astronics DME Corporation	L-852 B LED Taxiway, Inpavement Lights	11/16/2013
Type III Equipment/Building	Astronics DME Corporation	L-852 C LED Taxiway, Inpavement Lights	11/16/2013
Type III Equipment/Building	Astronics DME Corporation	L-861 E LED Runway & Taxiway Edge, Medium Intensity Lights	11/16/2013
Type III Equipment/Building	Astronics DME Corporation	L-861 SE LED Runway & Taxiway Edge, Medium Intensity Lights	11/16/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B Black Runway Marking Paint (5383)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B Blue Runway Marking Paint (5274)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B Blue Runway Marking Paint (5344)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B Blue Runway Marking Paint (5384)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B Green Runway Marking Paint (5376)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B Green Runway Marking Paint (5386)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B Red Runway Marking Paint (5345)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B Red Runway Marking Paint (5375)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B White Runway Marking Paint (5281)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B Yellow Runway Marking Paint (5342)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B Yellow Runway Marking Paint (5372)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	A-A-2886B Yellow Runway Marking Paint (5382)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	IL SPEC Red Runway Marking Paint (5408)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	IL SPEC Yellow Runway Marking Paint (4636)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	TT-P-1952E Type II Blue Runway Marking Paint (4834)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	TT-P-1952E Type II Green Runway Marking Paint (5192)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	TT-P-1952E Type II Red Runway Marking Paint (4836)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	TT-P-1952E Type II Yellow Runway Marking Paint (4477)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	TT-P-1952E Type II Yellow Runway Marking Paint (8511)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	TT-P-1952E Type II Yellow Runway Marking Paint (9511)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	TT-P-1952E Type III Blue Runway Marking Paint (5433)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	TT-P-1952E Type III Green Runway Marking Paint (5435)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	TT-P-1952E Type III Red Runway Marking Paint (5434)	10/19/2013
Type III Equipment/Building	Davies Imperial Coatings, Inc.	TT-P-1952E Type III Yellow Runway Marking Paint (5431)	10/19/2013
Type III Equipment/Building	Airport Lighting Company	L-804, Holding Position Edge Light	9/21/2013
Type III Equipment/Building	Honeywell Airport Systems	L-828 F20 Constant Current Regulator	9/21/2013
Type III Equipment/Building	Honeywell Airport Systems	L-828 W10 Constant Current Regulator	9/21/2013
Type III Equipment/Building	Honeywell Airport Systems	L-829 S04 Constant Current Regulator with Monitor	9/21/2013
Type III Equipment/Building	Honeywell Airport Systems	L-829-F04, Constant Current Regulator	9/9/2013
Type III Equipment/Building	Honeywell Airport Systems	L-829-F30, Constant Current Regulator	9/9/2013
Type III Equipment/Building	Honeywell Airport Systems	L-829-F70, Constant Current Regulator	9/9/2013
Type III Equipment/Building	Honeywell Airport Systems	L-829-S30, Constant Current Regulator	9/9/2013
Type III Equipment/Building	Honeywell Airport Systems	L-829-S70, Constant Current Regulator	9/9/2013
Type III Equipment/Building	Amerace - Thomas & Betts Corporation	L-830-16 Isolation Transformer, 60Hz, 10/15 Watts, 6.6/6.6 Amperes	7/9/2013
Type III Equipment/Building	Amerace - Thomas & Betts Corporation	L-830-17 Isolation Transformer, 60Hz, 20/25 Watts, 6.6A/6.6A Amperes	7/9/2013
Type III Equipment/Building	Astronics DME Corporation	L-852 D LED Taxiway, Inpavement Lights	7/7/2013
Type III Equipment/Building	Astronics DME Corporation	L-852 A LED Taxiway, Inpavement Lights	3/26/2013
Type III Equipment/Building	Astronics DME Corporation	L-861 E Halogen Edge Light	3/26/2013
Type III Equipment/Building	Astronics DME Corporation	L-861 Halogen Lights	3/26/2013
Type III Equipment/Building	Astronics DME Corporation	L-861 LED Runway & Taxiway Edge, Medium Intensity Lights	3/26/2013

Waiver Type	Mfr.	Product	Eff. Date
Type III Equipment/Building	Astronics DME Corporation	L-861 T - Halogen Taxiway Light	3/26/2013
Type III Equipment/Building	Astronics DME Corporation	L-861 T LED Runway & Taxiway Edge, Medium Intensity Lights	3/26/2013
Type III Equipment/Building	Point Light Corporation	L-861 E LED Runway & Taxiway Edge, Medium Intensity Lights	3/26/2013
Type III Equipment/Building	Point Light Corporation	L-861 SE LED Runway & Taxiway Edge, Medium Intensity Lights	3/26/2013
Type III Equipment/Building	Point Light Corporation	L-861 T LED Runway & Taxiway Edge, Medium Intensity Lights	3/26/2013
Type III Equipment/Building	Point Light Corporation	L-862 E LED Runway & Taxiway Edge, Medium Intensity Lights	3/26/2013
Type III Equipment/Building	Advanced Drainage Systems (ADS)	D-705 10" Pipe Underdrain w/sock	3/10/2013
Type III Equipment/Building	Advanced Drainage Systems (ADS)	D-705 4" Pipe Underdrain w/sock	3/10/2013
Type III Equipment/Building	Advanced Drainage Systems (ADS)	D-705 6" Pipe Underdrain w/sock	3/10/2013
Type III Equipment/Building	Advanced Drainage Systems (ADS)	D-705 8" Pipe Underdrain w/sock	3/10/2013
Type III Equipment/Building	DME (Astronics)	L-852T-L-X LED, Inpavement, OMNI	3/9/2013
Type III Equipment/Building	Vaisala	AWOS II	1/6/2013
Type III Equipment/Building	Vaisala	AWOS III, III-T, III-P, III-PT, III-PTZ	1/6/2013
Type III Equipment/Building	Kodiack America, LLC	Snow Blower & Runway Broom Equipment	10/10/2012
Type III Equipment/Building	ADB Safegate	L-830, Isolation Transformer, 60Hz	7/28/2012
Type III Equipment/Building	TREX Aviation Systems	FOD Finder XM-Mobile	5/25/2012
Type III Equipment/Building	Stratech Systems Limited	iFerret TM FOD System	5/5/2012
Type III Equipment/Building	ADB Safegate	L-849 A, LED Runway End Identification Lights	5/4/2012
Type III Equipment/Building	ADB Safegate	L-850 A, LED Runway Inpavement Lights	5/4/2012
Type III Equipment/Building	ADB Safegate	L-850 B, LED Runway Inpavement Lights	5/4/2012
Type III Equipment/Building	ADB Safegate	L-852 K, LED Taxiway Inpavement Lights	5/4/2012
Type III Equipment/Building	ADB Safegate	L-852 S, LED Taxiway Inpavement Lights	5/4/2012
Type III Equipment/Building	Precision Control Systems	L-890, Lighting Control & Monitoring System	4/3/2012
Type III Equipment/Building	All Weather, Inc.	AWOS I - 900 Series	11/27/2011
Type III Equipment/Building	All Weather, Inc.	AWOS II - 900 Series	11/27/2011
Type III Equipment/Building	All Weather, Inc.	AWOS III - 3000 Series	11/27/2011
Type III Equipment/Building	All Weather, Inc.	AWOS III - 900 Series	11/27/2011
Type III Equipment/Building	FlexStake, Inc.	L-853, Retro reflective Markers	9/11/2011
Type III Equipment/Building	QinetiQ	Tarsier FOD System	9/11/2011
Type III Equipment/Building	TREX Aviation Systems	FOD Finder XF -Fixed	9/11/2011
Type III Equipment/Building	X-Sight	FODetect Systems	7/26/2011
Type III Equipment/Building	Flash Technology	L-856, High Intensity Obstruction Lights	3/28/2011
Type III Equipment/Building	Flash Technology	L-864, Red Obstruction Lights	3/28/2011
Type III Equipment/Building	Sherwin Industries, Inc.	L-893, Lighted Visual Aid for Runway Closure	3/28/2011
Type III Equipment/Building	ADB Safegate	L-854, Radio Controls	2/1/2011
Type III Equipment/Building	ADB Safegate	L-860, Low Intensity Runway Edge Lights	2/1/2011
Type III Equipment/Building	Flight Light	L-810, Lights-Obstruction (Various Types)*	1/18/2011
Type III Equipment/Building	Flight Light	L-828, Constant Current Regulators (Various Types)*	1/18/2011
Type III Equipment/Building	Flight Light	L-861 LED Runway & Taxiway Edge, Medium Intensity Lights	1/18/2011
Type III Equipment/Building	Southwire Company	L-824, Underground Electrical Cables for Airfield Circuits	1/16/2011
Type III Equipment/Building	Nehring Electrical Works	L-824, Underground Electrical Cables for Airfield Circuits	11/23/2010
Type III Equipment/Building	Point Light Corporation	L-806, Wind Cones-Fragible	11/20/2010
Type III Equipment/Building	Point Light Corporation	L-807, Wind Cones-Rigid	11/20/2010
Type III Equipment/Building	Point Light Corporation	L-810, Lights-Obstruction	11/20/2010
Type III Equipment/Building	Point Light Corporation	L-861 LED Runway & Taxiway Edge, Medium Intensity Lights	11/20/2010
Type III Equipment/Building	Point Light Corporation	L-862, Runway Edge-Threshold-Stop Bar Lights	11/20/2010
Type III Equipment/Building	Point Light Corporation	L-864, Red Obstruction Lights	11/20/2010
Type III Equipment/Building	Amerace - Thomas & Belts Corporation	L-830-1, Isolation Transformer, 60Hz 30/45 Watts, 6.6/6.6A	9/19/2010
Type III Equipment/Building	Tenco Industries Inc.	202 LMM Snow Blower	8/27/2010
Type III Equipment/Building	Flash Technology	L-865, White Obstruction Lights	8/17/2010
Type III Equipment/Building	Rural Electric	L-854, Radio Controls	8/17/2010
Type III Equipment/Building	ADB Safegate	L-821, Airport Lighting Control Panel	8/7/2010
Type III Equipment/Building	Flash Technology	L-849, Runway End Identification Lights	6/21/2010
Type III Equipment/Building	Flash Technology	L-859, Flashing Omnidirectional Lights	6/21/2010
Type III Equipment/Building	Airport Lighting Company	L-880, Precision Approach Path Indicator	4/27/2010
Type III Equipment/Building	Airport Lighting Company	L-881, Abbreviated Precision Approach Path Indicator	4/27/2010
Type III Equipment/Building	Neubert Aero Corp	Dynamic Friction Decelerometer	4/27/2010
Type III Equipment/Building	Neubert Aero Corp	Dynamic Friction Tester	4/27/2010
Type III Equipment/Building	Rural Electric	L-821, Airport Lighting Control Panel	4/27/2010
Type III Equipment/Building	Rural Electric	L-890, Lighting Control & Monitoring System	4/27/2010
Type III Equipment/Building	Safe-Hit	L-853, Retroreflective Markers	3/20/2010
Type III Equipment/Building	Daimler	Freightliner M2 Carrier Vehicle	1/12/2010
Type III Equipment/Building	Millard Towers Limited	L-891 - Low Impact Resistant Structures	12/22/2009
Type III Equipment/Building	Millard Towers Limited	L-892 - Frangible Support Structure	12/22/2009
Type II - Insufficient Quantity and/or Quality	OCEM	L-852 S LED Taxiway Inpavement Lights	12/1/2009
Type III Equipment/Building	Prysmian Cables and Systems, Inc.	L-824, Underground Electrical Cables for Airfield Circuits	10/4/2009
Type III Equipment/Building	Airport Lighting Company	L-861 Runway & Taxiway Edge, Medium Intensity Lights	9/13/2009
Type III Equipment/Building	Airport Lighting Company	L-862, Runway Edge-Threshold-Stop Bar Lights	9/13/2009
Type III Equipment/Building	Strobe Approach Lighting Technology, LLC	L-849, Runway End Identification Lights	8/25/2009
Type III Equipment/Building	Strobe Approach Lighting Technology, LLC	L-859, Flashing Omnidirectional Lights	8/25/2009
Type III Equipment/Building	LoneStar	P-632, Bituminous Pavement Rejuvenator	8/17/2009
Type III Equipment/Building	Pavement Rejuvenation International, LP	P-632, Bituminous Pavement Rejuvenator	8/16/2009
Type III Equipment/Building	Soundproof Windows	Single Hung 36 X 72 Window	8/14/2009
Type III Equipment/Building	ADB Safegate	L-828, Constant Current Regulators	7/28/2009
Type III Equipment/Building	ADB Safegate	L-829, Monitored Constant Current Regulators	7/28/2009
Type III Equipment/Building	ADB Safegate	L-890, Lighting Control & Monitoring System	7/28/2009
Type III Equipment/Building	Airfield Guidance Sign Manufacturers, Inc.	L-858, Runway & Taxiway Signs	7/28/2009
Type III Equipment/Building	Rural Electric	L-867, Non-Load Bearing Light Box	7/24/2009
Type III Equipment/Building	Rural Electric	L-868, Load Bearing Light Box	7/24/2009
Type III Equipment/Building	ADB Safegate	L-890, Lighting Control & Monitoring System	7/20/2009
Type III Equipment/Building	Olson Industries	L-867, Non-Load Bearing Light Box	7/19/2009
Type III Equipment/Building	Olson Industries	L-868, Load Bearing Light Box	7/19/2009
Type III Equipment/Building	Standard Signs, Inc.	L-858, Runway & Taxiway Signs	7/10/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-890, Lighting Control & Monitoring System	6/30/2009

EXHIBIT "A" - Nationwide Buy American Waivers Issued (as of June 13, 2023)

Waiver Type	Mfr.	Product	Eff. Date
Type III Equipment/Building	Airport Lighting Equipment	L-867, Non-Load Bearing Light Box	6/29/2009
Type III Equipment/Building	Airport Lighting Equipment	L-868, Load Bearing Light Box	6/29/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-801, Beacons-Medium Intensity	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-802, Beacons-High Intensity	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-804 Holding Position Edge Light	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-806, Wind Cones-Frangible	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-807, Wind Cones-Rigid	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-823, Primary Connector Kits	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-828, Constant Current Regulators	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-829, Regulators, Constant Current with Monitor	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-830, Isolation Transformers, 60Hz	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-847, Circuit Selector Switch	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-852, Taxiway Inpavement Lights	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-858, Runway & Taxiway Signs	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-861 LED Runway & Taxiway Edge, Medium Intensity Lights	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-862, Runway Edge-Threshold-Stop Bar Lights	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-880, Precision Approach Path Indicator	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-881, Abbreviated Precision Approach Path Indicator	6/28/2009
Type III Equipment/Building	Eaton Crouse-Hinds	L-884, Power & Control Unit	6/28/2009
Type III Equipment/Building	ADB Safegate	L-804, Holding Position Edge Light	6/26/2009
Type III Equipment/Building	ADB Safegate	L-807, Wind Cones-Rigid	6/26/2009
Type III Equipment/Building	ADB Safegate	L-810, Lights-Obstruction	6/26/2009
Type III Equipment/Building	ADB Safegate	L-827, Monitors-Regulator	6/26/2009
Type III Equipment/Building	ADB Safegate	L-828, Constant Current Regulators	6/26/2009
Type III Equipment/Building	ADB Safegate	L-829, Monitored Constant Current Regulators	6/26/2009
Type III Equipment/Building	ADB Safegate	L-847, Circuit Selector Switch	6/26/2009
Type III Equipment/Building	ADB Safegate	L-853, Retroreflective Markers	6/26/2009
Type III Equipment/Building	ADB Safegate	L-858, Runway & Taxiway Signs	6/26/2009
Type III Equipment/Building	ADB Safegate	L-861 Runway & Taxiway Edge, Medium Intensity Lights	6/26/2009
Type III Equipment/Building	ADB Safegate	L-862, Runway Edge-Threshold-Stop Bar Lights	6/26/2009
Type III Equipment/Building	ADB Safegate	L-880, Precision Approach Path Indicator	6/26/2009
Type III Equipment/Building	ADB Safegate	L-881, Abbreviated Precision Approach Path Indicator	6/26/2009
Type III Equipment/Building	ADB Safegate	L-884, Power & Control Unit	6/26/2009
Type III Equipment/Building	Halibrite	L-801, Beacons-Medium Intensity	6/23/2009
Type III Equipment/Building	Halibrite	L-802, Beacons-High Intensity	6/23/2009
Type III Equipment/Building	Halibrite	L-806, Wind Cones-Frangible	6/23/2009
Type III Equipment/Building	Halibrite	L-807, Wind Cones-Rigid	6/23/2009
Type III Equipment/Building	Halibrite	L-893, Lighted Visual Aid for Runway Closure	6/23/2009
Type III Equipment/Building	Manairco	L-801, Beacons-Medium Intensity	6/23/2009
Type III Equipment/Building	Manairco	L-828, Constant Current Regulators	6/23/2009
Type III Equipment/Building	Manairco	L-861 Runway & Taxiway Edge, Medium Intensity Lights	6/23/2009
Type III Equipment/Building	Multi-Electric	L-804, Holding Position Edge Light	6/23/2009
Type III Equipment/Building	Multi-Electric	L-861 LED Runway & Taxiway Edge, Medium Intensity Lights	6/23/2009
Type III Equipment/Building	Multi-Electric	L-862, Runway Edge-Threshold-Stop Bar Lights	6/23/2009
Type III Equipment/Building	Multi-Electric	L-880, Precision Approach Path Indicator	6/23/2009
Type III Equipment/Building	Multi-Electric	L-881, Abbreviated Precision Approach Path Indicator	6/23/2009
Type III Equipment/Building	DME	L-861 LED Runway & Taxiway Edge, Medium Intensity Lights	6/21/2009
Type III Equipment/Building	DME	L-862, Runway Edge-Threshold-Stop Bar Lights	6/21/2009
Type III Equipment/Building	Integro	L-830, Isolation Transformers, 60Hz	6/21/2009
Type III Equipment/Building	Jaquith Industries	L-867, Non-Load Bearing Light Box	6/21/2009
Type III Equipment/Building	Jaquith Industries	L-868, Load Bearing Light Box	6/21/2009
Type III Equipment/Building	Jaquith Industries	L-891 - Low Impact Resistant Structures	6/21/2009
Type III Equipment/Building	Jaquith Industries	L-892 - Frangible Support Structure	6/21/2009



CERTIFICATE OF SECRETARY

AS TO RESOLUTION ADOPTED BY BOARD OF DIRECTORS

ON _____

I, _____, hereby certify that I am the

duly authorized Secretary of Trinity Electrical Services, Inc., charged with keeping the records and the seal of said Corporation, and that the following is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of the Corporation duly held on _____, which resolution is now in full force and effect.

RESOLVED, that _____, (President,

Vice President) of _____,

is hereby authorized to execute contracts, performance bonds and labor and materials bonds on behalf of the Corporation.

WITNESS my hand as Secretary, and the seal of the Corporation

this _____ day of _____, 2023.

Secretary

Sworn to before me this _____ day of _____, 2023.

Notary Public for _____ County

My Commission Expires: _____



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CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
TRINITY ELECTRICAL SERVICES, INC.
2317 GOLDEN ISLES WEST
BAXLEY, GEORGIA 31513

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
JASPER COUNTY
358 THIRD AVENUE
RIDGELAND, SC 29936

CONTRACT
Date:
Amount: **\$287,070.00**
Description (Name and Location):
RIDGELAND-CLAUDE DEAN AIRPORT
AWOS III P/T PROJECT
FAA A.I.P. No. 3-45-0048-018-2023

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount: \$
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: Trinity Electrical Services, Inc.

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company: Trinity Electrical Services Inc.

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
TRINITY ELECTRICAL SERVICES, INC.
2317 GOLDEN ISLES WEST
BAXLEY, GEORGIA 31513

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
JASPER COUNTY
358 THIRD AVENUE
RIDGELAND, SC 29936

CONTRACT

Date:
Amount: **\$287,070.00**
Description (Name and Location):
RIDGELAND-CLAUDE DEAN AIRPORT
AWOS III P/T PROJECT
FAA A.I.P. No. 3-45-0048-018-2023

Bond Number:
Date (Not earlier than Contract Date):
Amount: \$

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: Trinity Electrical Services, Inc.

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company: Trinity Electrical Services Inc.

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

- 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of

Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



ATTACHMENT A - SCHEDULE OF VALUES
AWOS III P/T PROJECT - REDUCED SCOPE OF WORK
FAA A.I.P. No. 3-45-0048-016-2021 (DESIGN)
FAA A.I.P. No. 3-45-0048-018-2023 (CONSTRUCTION)
Ridgeland-Claude Dean Airport



BID OPENING: OCTOBER 4, 2022, 2:00 P.M.					Trinity Electrical Bid		Adjusted Project		Comments
Item #	Spec. No.	Description	Quantity	Unit	Price	Total	Rev'd Qty	Total	
1	C-105	Mobilization/General Conditions	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	No change
2	P-152	Unclassified Excavation	50	CY	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	No change
3	T-901A	Temporary Grassing and Mulching	0.1	AC	\$ 12,000.00	\$ 1,200.00	\$ -	\$ -	Delete temporary grassing
4	T-901B	Permanent Grassing and Mulching	0.1	AC	\$ 15,000.00	\$ 1,500.00	\$ 0.25	\$ 3,750.00	Increase Slightly to offset elimination of #57 Stone
5	SC-300A	SCDOT No. 57 Aggregate Access Drive (6" Thick)	210	SY	\$ 80.00	\$ 16,800.00	\$ -	\$ -	Delete completely; County to construct later if desired.
6	SC-300B	SCDOT No. 57 Aggregate AWOS Equipment Pad (6" Thick)	109	SY	\$ 80.00	\$ 8,720.00	\$ -	\$ -	Delete completely; County to construct later if desired.
7	SC-815	Temporary Silt Fence - Single Row	160	LF	\$ 10.00	\$ 1,600.00	\$ -	\$ -	Delete. Not needed without gravel grading.
8	L-108-1	Install 3/C, #3 AWG, 600 Volt Type 'UGE' Cable installed in Trench, Ductbank or Conduit,	2,000	LF	\$ 7.00	\$ 14,000.00	\$ 2,000.00	\$ 14,000.00	No change
9	L-108-2	Single Fiber Optic Cable	2,300	LF	\$ 3.00	\$ 6,900.00	\$ -	\$ -	Delete. Use wireless communication.
10	L-109-1	Install Circuit Breaker, 30A, 208V, 3-Phase, Installed in Existing Panelboard	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 1.00	\$ 1,100.00	No change
11	L-109-2	Communications Cabinet, 24"x24"x12" (Complete with Data Cabling & Termination Equipment)	1	EA	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	Delete. Use wireless communication.
12	L-109-3	Bare Ground Conductor, #4/0 AWG, Copper	62	LF	\$ 7.00	\$ 434.00	\$ 62.00	\$ 434.00	No change
13	L-109-4	Bare Ground Conductor, #6 AWG, Copper Jumper	70	LF	\$ 5.00	\$ 350.00	\$ 70.00	\$ 350.00	No change
14	L-109-5	Ground Rod, Copper-Clad Steel, 3/4" DIA x 10'L	6	EA	\$ 250.00	\$ 1,500.00	\$ 6.00	\$ 1,500.00	No change
15	L-109-6	Ground Test Well	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1.00	\$ 1,500.00	No change
16	L-110-1	Install 1 way 2" Schedule 40 PVC, Direct Buried in Trench	460	LF	\$ 6.00	\$ 2,760.00	\$ 2,000.00	\$ 12,000.00	Use 1-way 2" for entire power home run
17	L-110-2	Install 2 way 2" Schedule 40 PVC, Direct Buried in Trench	1,950	LF	\$ 12.00	\$ 23,400.00	\$ -	\$ -	Delete 2-way 2", replace with 1-way-2" (no comm lines)
18	L-110-3	Install Trench & Backfill	2,410	LF	\$ 1.10	\$ 2,651.00	\$ 2,000.00	\$ 2,200.00	Shorter route, less trench
19	L-110-4	Extend to Existing Ductbank with 2-Way 3" Flexible PVC Duct	60	LF	\$ 20.00	\$ 1,200.00	\$ -	\$ -	Not needed
20	L-115-1	Install Junction Can Plaza [2-Way]	4	EA	\$ 2,500.00	\$ 10,000.00	\$ 2.00	\$ 5,000.00	Delete Junction Can Plaza, replace with 16" Junction Can
21	L-115-2	Install Handhole, Precast Concrete, Tier 22	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 1.00	\$ 1,200.00	Delete one handhole for communication
22	L-119-1	Install L-110 Airport Obstruction Light, LED Type, Complete in Place	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2.00	\$ 4,000.00	No change
23	L-126-1	AWOS System (Complete) with Fixed Tower (Base Bid)	1	LS	\$ 204,536.00	\$ 204,536.00	\$ 1.00	\$ 204,536.00	Use fixed tower (lower cost)
24	L-126-2	AWOS System (Complete) with Tilt-over Tower (Bid Alternate)	1	LS	\$ 218,192.00	\$ 218,192.00	\$ -	\$ -	Delete tilt-over option
25	L-126-3	AWOS 30' Fixed Tower (Complete) for UHF Antenna (Base Bid)	1	LS	\$ 19,356.00	\$ 19,356.00	\$ -	\$ -	Delete UHF tower, mount antenna to terminal
26	L-126-4	AWOS 30' Tilt-over Tower (Complete) for UHF Antenna (Bid Alternate)	1	LS	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	Delete tilt-over option
27	L-126-5	Miscellaneous electrical infrastructure (Concrete Post, 20A Enclosed Circuit Breaker, Step-up & Step-down transformer)	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 1.00	\$ 8,000.00	No change

BASE BID SCHEDULE TOTAL (ITEMS 1-23, 25, 27) =	\$ 364,907.00	\$ 287,070.00	INITIAL CONTRACT AMOUNT
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NET REDUCTIONS FROM BID PRICE =	\$ (77,837.00)
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JASPER COUNTY COUNCIL WORKSHOP AND COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Bldg.
358 3rd Avenue Ridgeland, SC 29936
Monday, May 15, 2023
MINUTES

Budget Workshop:

Jasper County School District – Dr. Rechel Anderson and Russell Zimmerman, Interim Director of Finance

Dr. Anderson and Mr. Zimmerman were present to address the request for the Jasper County School District. They noted that their budget had not gone before the school board yet for the first reading. It was also noted that Miss Wright would be sending Council over the fiscal year 2022 budget and would also send it over to Mr. Fulghum. She then turned it over to Mr. Zimmerman for this request. He noted they were presenting a balanced budget and would like to ask for an increase of 26.5 mills. He reviewed the number of students as well as the step increases for teachers, increases for drivers and he discussed the different departments and the funding for the last six years. Vice chairwoman Clark noted that the reason for the request of the additional 26.5 mill increase was that the 1% increase was not voted back in. Chairman Sauls noted that although they were saying it was a balanced budget that they still wanted the County to increase the school mileage by 26.5 mills.

Jasper County Coroner's Office – Willie Aiken, Coroner

Coroner Aiken was present to address this budget request. He thanked Council for his time to discuss his budget. He noted he had sent a 2023 annual budget over to Ms. Burgess and it had been reviewed. He noted that he had moved to a new location at 1504 Grays Highway and that they were in the same building as the morgue. He noted that the County is growing and that his biggest request is for two more Deputy Coroners. He noted that he currently has one Deputy Coroner and another that is deputized as a Deputy Coroner but is acting in the capacity of their records person and stated that he needed two more Field Deputies. He discussed his department and its operations.

BJH Comprehensive Health – Dr. Faith Polkey

Dr. Polkey was present to address their budget request and passed out PowerPoint copies to Council. She noted they were a private nonprofit organization and that they had been here for 53 years. She noted there were 10 center locations, 3 mobile sites, and a site at Okatie. For additional information on her budget request please see the documents attached in the Council e-packet on our website at [05.15.2023 Agenda e-packet - Part 1 \(Agenda thru Workshop Presenters\).pdf \(jaspercountysc.gov\)](https://www.jaspercountysc.gov/05.15.2023%20Agenda%20e-packet%20-%20Part%201%20(Agenda%20thru%20Workshop%20Presenters).pdf).

Jasper Animal Rescue Mission – Cindy Abernathy

Ms. Abernathy was present to address this budget request with Council. She noted that in 2022 they had 837 dogs and 951 cats. She mentioned that the medical supplies for animals have increased in cost and that the payroll for personnel had also increased. She noted that they had raised \$30,000 at a fundraiser and that there was an upcoming golf tournament in October. She noted they were overextended most of the time and that they are taking in a lot more animals. She also discussed additional information about their organization.

Jasper Soil and Water Conservation District – Lyn Boyles

Lyn Boyles was present to address this budget request with Council. She noted this was her 9th year to be here with the Conservation League and spoke about the NRCS and what this entailed. She also discussed how this worked with the farmers and discussed their part in Farm Services Funding. She requested help with the Blue Heron Nature Center is always welcomed, she noted. She also noted that there would be a camp this year and it was the first camp to be held since COVID.

Executive Session began at the conclusion of the Workshop:

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark, Councilman Pastor Alvin Adkins, Councilman John Kemp and Councilman Coy Garbade.

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

Chairman Sauls called the Executive Session Meeting to order and read 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.*

Chairman Sauls read through the Executive Session Items. A motion was made by Councilman Kemp to go into executive session. Vice Chairwoman Clark seconded the motion. The motion was unanimously approved. The motion passed.

Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to 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 – Professional Services— Route 278 Widening Project; Ridgeland – Claude Dean Airport; Levy Volunteer Fire Department Consolidation

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

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

Return to Open Session at 6:30pm:

Motion to return to open session: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

Action coming out of Executive Session: None

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

Discussion of Consent Agenda and Agenda Items:

The consent agenda was discussed.

Approval of Agenda:

Motion to approve the agenda with the movement of Item # 21 and making it Item # 9A and moving Item # 22 and making it Item # 9B: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

PRESENTATIONS AND PROCLAMATIONS

Proclamations: None

Presentations: None

PUBLIC HEARINGS AND ACTION ITEMS

9. David Tedder – Consideration an ordinance of Jasper County Council establishing a Temporary Moratorium on Applications, Administrative Processing and Permitting for approval of Large Residential Subdivisions, Major Subdivisions, Commercial Development Projects and Signage within the described Euhaw Broad River Planning Area, providing for exceptions from the Temporary Moratorium; invoking application of the pending Ordinance Doctrine; and matters related thereto.

Mr. Tedder was present to address and review this item with Council. He discussed how this ordinance would establish a Temporary Moratorium on Applications, Administrative Processing and Permitting for approval of Large Residential Subdivisions, Major Subdivisions, Commercial Development Projects and Signage within the described Euhaw Broad River Planning Area, providing for exceptions from the Temporary Moratorium; and invoking application of the pending Ordinance Doctrine. He noted that on June 5th there would be a Public Hearing on this item and that staff was asking for consideration on this Ordinance as the first reading. Mr. Tedder also noted that there was a request in the ordinance for municipalities to adhere to the moratorium.

Motion to approve: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Move to authorize the Administrator to retain Denise Grabowski of Symbiosity to perform a Comprehensive Plan 5-year update, at a cost not to exceed \$75,000 wit the first deliverable to be an update for the Land Use Plan and Comprehensive Plan for the Moratorium area: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

9A. Russell Wells – Consideration of the **3rd reading** of Ordinance **#O-2022-39** Authorizing Certain Amendments, Modifications and Changes to the County’s Code of Ordinances; Authorizing the Execution and Delivery of a Consolidated Fire Service Agreement Between Jasper County, South Carolina and Levy Volunteer Fire Department; Authorizing the Appropriation of County Funds Under the Terms of Such Agreement; and Other Matters Relating Thereto. (Formerly Item # 21 under Consent Agenda)
(12.05.2022 1st reading; 01.17.2023 2nd reading).

Chief Wells was present to address and review this item with Council. He noted that this was the 3rd reading before Council with this ordinance which would authorize certain amendments, modification and changes to the County’s Code of Ordinances; authorizing the execution and delivery of a Consolidated Fire Service Agreement between Jasper County and Levy Volunteer Fire Department; authorizing the appropriation of County Funds under the terms of such agreement. He noted that the Levy Fire Board had signed the agreement. Mr. Tedder reviewed this request and noted some of the provisions of this ordinance for Council.

Mr. Tedder noted that it was the expressed desire of Council that there be two Ex-Officio Members one being the Chairperson (or their designee) and a Councilperson who represents the area that includes the Levy Volunteer Fire District Area. Chief Wells also provided the assessed value of the assets.

Motion to move to approve the ordinance regarding the Levy Fire District with the following amendment to section 9-96, subsection 3, so that the 4th sentence shall read: the Chair of County Council, or his or her designee, and the council member representing the area including the Levy Fire District, shall also serve on the board in an Ex-Officio capacity; and that the Administrator with the assistance of the County Attorney is authorized to make such administrative insertions and any corrections to the closing documents: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

9B. Russell Wells – Presentation and consideration of a proposal for acquisition of EMS Patient Transport Utility Vehicles. (Formerly Item # 22 under Consent Agenda)

Chief Wells was present to address and review this item with Council. He discussed the style of EMS Patient Transportation Utility Vehicles for Council.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

10. Andrew Fulghum – Public Hearing, discussion and consideration of the 3rd reading of Ordinance #O-2023-08 to amend the Jasper Ocean Terminal Multi County Industrial / Business Park MCIP Agreement.

Mr. Fulghum was present to address, review and discuss this item with the Council regarding this ordinance request to amend the Jasper Ocean Terminal Multi County Industrial / Business Park MCIP Agreement. He noted that this ordinance expanded the existing boundaries. He noted that this was the third reading and public hearing. He noted that this MCIP was with the following neighboring counties: Allendale County, Bamberg County, Beaufort County, Colleton County and Hampton County. The public hearing 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.

11. Kimberly Burgess – Public Hearing, presentation, discussion, and consideration of the 2nd reading of Ordinance #O-2023-09 to provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1st, 2023 and ending June 30th 2024 and to make appropriations for said purposes; to adopt and approve the Jasper County capital and operations budget for fiscal year 2023-2024, to adopt and approve the Jasper County School District capital and operations budget for fiscal year 2023–2024; to provide for the levy of taxation for fiscal year 2023–2024; and matters thereto.

Ms. Burgess was present to address and review this item with Council. This item is for consideration before Council included a Public Hearing, presentation, discussion, and consideration of the 2nd reading of Ordinance #O-2023-09 to provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1st, 2023 and ending June 30th 2024 and to make appropriations for said purposes; to adopt and approve the Jasper County capital and operations budget for fiscal year 2023-2024, to adopt

and approve the Jasper County School District capital and operations budget for fiscal year 2023–2024; to provide for the levy of taxation for fiscal year 2023–2024. Ms. Burgess noted that there would be a budget workshop next week and noted the changes to the budget. The public hearing 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. [Russell Wells](#) – Presentation, discussion and consideration of the [1st reading](#) of an Ordinance Amending Chapter 9, *CIVIL EMERGENCIES*, by creating new Divisions, adopting restrictions and conditions regarding open burning of vegetation, leaves, and other materials, and matters related thereto.

Chief Wells was present to address and review this item with Council. He noted that this item was before council for the first reading of this ordinance which would amend Chapter 9, Civil Emergencies, that creating new divisions, adopting restrictions and conditions regarding open burning of vegetation, leaves, and other materials.

Motion to approve: Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Councilman Kemp: Yes

Councilman Adkins: Yes

Vice Chairwoman Clark: Yes

Chairman Sauls: No

Councilman Garbade: No

The motion passed.

13. [Lisa Wagner](#) - Public Hearing, discussion and consideration of the [2nd reading](#) of Ordinance [#O-2023-10](#) to amend the Official Zoning Map of Jasper County so as to transfer a property located at 323 School Road, bearing Jasper County Tax Map Numbers 015-01-00-012 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map.

Ms. Wagner was present to address and review this item with Council. She discussed the consideration of the 2nd reading of Ordinance [#O-2023-10](#) to amend the Official Zoning Map of Jasper County so as to transfer a property located at 323 School Road, bearing Jasper County Tax Map Numbers 015-01-00-012 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map. The public hearing was opened but there were no comments, so the public hearing was closed.

Motion to approve: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

CITIZEN COMMENTS

14. 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.

Chairman Sauls noted that the floor was open to the public for public comments and called the following persons that had signed up to speak to the podium:

Joyce Gerald – Not present to speak.

Russell Zimmerman – Not present to speak.

Habibah Ismael – Ms. Ismael had questions regarding the lawsuit of Jasper County versus Alvin Adkins, and noted that it said “Jasper County” and asked who brought the charge if only 2 Councilpersons were the only ones against it. Chairman Sauls asked her to get with the Administrator and County Attorney.

NAACP Ridgeland Branch – President Reverend Harris noted their request for a referendum to the Council.

Rev. Donald Sheftall asked that the Council call for a Referendum.

Grant McClure was present to discuss Item # 9.

15. Administrator's Report

Mr. Fulghum discussed with Council that he was present to review his Administrator's Report to Council if they had any questions.

CONSENT AGENDA

16. David Tedder – Consideration of the **3rd reading** of Ordinance [#O-2023-07](#) to amend Chapter 6 of the County Code of Ordinances (Buildings and Building Regulations) to Update References, Fees and Matters Related Thereto (*1st reading 04.21.2023; Public Hearing held 04.17.2023; 2nd reading 05.01.2023*).

17. Danny Lucas – Consideration of the Ridgeland Airport Entrance LED Lighting Agreement.

18. Lisa Wagner – Consideration of Resolution [#R-2023-07](#) to adopt the Planning Fee Chart.

19. Wanda Simmons – Consideration of an appointment to the Library Board of Trustees.

20. Kimberly Burgess – Consideration of Resolution [#R-2023-08](#) ratifying the submittal of an application to the South Carolina Rural Infrastructure Authority and the acceptance of the resulting grant in the amount of \$1,827,338 for drainage improvements; and other matters thereto.

21. Russell Wells – Consideration of the **3rd reading** of Ordinance [#O-2022-39](#) Authorizing Certain Amendments, Modifications and Changes to the County's Code of Ordinances; Authorizing the Execution and

Delivery of a Consolidated Fire Service Agreement Between Jasper County, South Carolina and Levy Volunteer Fire Department; Authorizing the Appropriation of County Funds Under the Terms of Such Agreement; and Other Matters Relating Thereto. [\(12.05.2022 1st reading; 01.17.2023 2nd reading\)](#).

This item was moved under section Public Hearings and Action Items and made as Item # 9A.

22. **Russell Wells** – Presentation and consideration of a proposal for acquisition of EMS Patient Transport Utility Vehicles.

This item was moved under section Public Hearings and Action Items and made as Item # 9B.

23. **Kimberly Burgess** – Consideration of Resolution [#R-2023-06](#) to authorize the award of funds for the requests for Local Accommodations and Hospitality Taxes for FY23-24.

24. **Kimberly Burgess** – Consideration of a Contract Change Order # 6 for Cumming Management Group Inc. for the project management of Marsh Cove Fire Station.

25. Approval of the minutes of 04.03.2023.

Motion to approve the Consent agenda: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

END OF CONSENT AGENDA

Council Members Comments:

Chairman Sauls welcomed Councilman Garbade back and said they had been keeping them in prayer.

Vice chairwoman Clark had no comments.

Councilman Adkins had no comments.

Councilman Kemp stated that he had attended the Mental Health Open House on Friday, that he had attended the Beaufort Jasper Higher Education meeting at USCB, that he had toured the new ambulance, that he had went with the Sheriff on his quarterly ride along, and he congratulated all graduates.

Chairman Sauls offered his congratulations to all graduates and noted that the Chamber has several scholarships; he attended the dedication of the Hardeeville Turf Field for David Spisso with Councilman Kemp; he attended the dedication to the Butler family; had attended the BJWSA Meeting; and he also noted that he had ridden with the Sheriff and that it was certainly an eye opener seeing what they face everyday.

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

There was no reason to return to executive session for this meeting. For additional information on items on this meeting go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA .

Adjournment:

Motion to adjourn: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

L. Martin Sauls IV
Chairman

Wanda H. Simmons
Clerk to Council

AGENDA

ITEM:

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Councilmember

Comments