



Watch Live via YouTube at:

https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

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

To participate in a **Public Hearing for a specific agenda item**, you may either email written public comments to comments@jaspercountysc.gov by **1:00PM on Monday, July 15, 2024**; or you can speak in person at the Council Meeting by signing in on the **Public Hearing Sign In Sheet** located outside the Council Chambers Doors prior to the start of the meeting. **Public Hearing Comments** shall be limited to **3 minutes per person**.

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

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



JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, July 15, 2024

AGENDA

5:00PM

1. Call to Order of Council Meeting by Chairman Sauls

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

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

2. Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim –Tax Map # 063-26-14-001 and # 063-26-14-002; Exit 3; Project Telfair; Tax Map # 087-00-04-001; 252 Russell Street; Legacy Funeral Home Vehicle Rental; Nickel Plate MCIP; Jasper County v Western Surety Company; Treasurer - SC App Case No. 2021-000941; Premium Pay; Bolan Hall

(3) Discussion regarding the development of security personnel or devices- Detention Center; Clementa C. Pinckney Jasper County Government Building

(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; TICO Letter of Intent \Purchase and Sale Agreement; Project Mr. C

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

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

3: Return to Open Session at 6:30PM

- 3.1 Action coming out of Executive Session

4. Pledge of Allegiance and Invocation:

5. Approval of the Consent Agenda Items:

6. Approval of the Regular Agenda:

PRESENTATIONS

7. **Chairman Sauls** – GFOA Certificate of Achievement for Excellence in Financial Reporting to Kimberly Burgess

8. **Chief Russell Wells** – Jasper County Fire Rescue Staff earn awards

9. **Mike Skinner, Treasurer** – Year in Review Report to the Council (Cash Vest)

10. **Keith Hughes** – Jasper County Rescue Mission (JARM) Update

11. **Walt Cartin, Parker Poe Law Firm** – Skinner v Fulghum and Burgess

PROCLAMATION

12. **David Tedder** – Proclamation for the 2024 Gullah Geechee Nation Appreciation Week of July 27, 2024, to August 4, 2024 to Queen Quet.

RESOLUTIONS

None

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

13. **Lisa Wagner** – Consideration of **1st reading** of an Ordinance to amend Jasper County Zoning Ordinance, Article 5, *Zoning District Regulations*, to add two new primary zoning districts; Rural Preservation – 10 (RP10) and Village Commercial (VC), one new overlay district, Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD); Article 6, *Use Regulations*, to add uses for the RP-10 and VC zoning districts; Article 7, *Primary Districts*, to add lot size, lot width, and setback requirements for RP-10 and VC zoning districts, amend lot width requirements in the Residential, Community Commercial, General Commercial, Industrial Development, and Mixed Business zoning districts, amend riparian buffer requirements, and add design standards for the Village Commercial zoning district; Article 8, *Special*

Purpose Districts, to add design standards and requirements for the Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD); Article 11, *Conditional Use Review and Regulations*; to add conditions for horses, gasoline stations and amend conditions for manufactured housing; amend the Jasper County Official Zoning Map to re-zone some properties within the Euhaw Broad River Planning Area to the Rural Preservation-10 zoning district and the Village Commercial zoning district; Invoking application of the Pending Ordinance Doctrine; and other matters related thereto.

14. **Andrew Fulghum** – Continuation of **Public Hearing** and consideration of **2nd reading** of Ordinance **#O-2024-16** to Levy And Impose A One Percent Sales And Use Tax, Subject To A Referendum, Within Jasper County Pursuant To Section 4-37-30 Of The Code Of Laws Of South Carolina 1976, As Amended; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which Such Tax May Be Imposed; To Provide The Estimated Cost Of The Projects Funded From The Proceeds Of The Tax; To Provide For A County-Wide Referendum On The Imposition Of The Sales And Use Tax And The Issuance Of General Obligation Bonds And To Prescribe The Contents Of The Ballot Questions In The Referendum; To Provide For The Conduct Of The Referendum By The Board Of Voter Registration And Elections Of Jasper County; To Provide For The Administration Of The Tax, If Approved; To Provide For The Payment Of The Tax, If Approved; And To Provide For Other Matters Relating Thereto (*1st reading 05.06.2024; Public Hearing began on 06.24.2024*)

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

16. **David Tedder** – Consideration of the **1st reading** of An Ordinance by **Title Only** Amending Jasper County Ordinance #O-2023-20 by Authorizing and Approving Modified Terms of a Loan from the South Carolina Transportation Infrastructure Bank; Authorizing and Approving Documents to Reflect the Modified Loan; Authorizing and Approving Modifications to an Intergovernmental Agreement among Jasper County, South Carolina, the City of Hardeeville, South Carolina and the South Carolina Transportation Infrastructure Bank; and Other Related Matters. (*Exit 3*)

17. **Lisa Wagner** – Consideration of the **3rd reading** and a **second public hearing** Ordinance **#O-2024-15** to amend: (i) Ordinance Number O-2022-16 to adopt updated standards for the Planned Development District encompassing a 38.84 acre parcel located on U.S. Highway 278 (the “Property”); and (ii) Ordinance #O-2022-14 to amend the development agreement (the “Development Agreement”) between Jasper County (the “County”) and Conduit Street Partners, LLC (“CSP” or the “Developer”) that governs CSP’s development of the Property into a 275-unit single-family residential community (the “Project”); in both cases to allow for the possibility that the Project may include not only “for rent” residential dwellings, but also “for sale” residential dwellings; and matters related thereto. (*1streading 05.06.2024; 2nd reading and public hearing 06.03.2024*)

CITIZEN COMMENTS

18. **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.

19. **Administrator's Report**

CONSENT AGENDA

20. **David Tedder** – Consideration of the **3rd reading** of Ordinance **#O-2024-14** authorizing the sale of a right of way easement over approximately 0.34 acres, 14,878 sq. ft., being a portion of **TMS 042-00-05-040** adjacent to the Interstate Highway I-95, to the South Carolina Department of Transportation in order to facilitate the widening, in exchange for the amount of \$20,900.00 in just compensation, and to authorize the Jasper County Administrator to execute such right of way easement and other documents as may be necessary and appropriate to effect the transfer to the South Carolina Department of Transportation, or its assigns, and matters related thereto. (*1st reading 04.01.2024; 2nd reading and public hearing 06.03.2024*) (I95 widening project).

21. **Danny Lucas** – Approval of Rural Initiative Fund Grant Award Agreement Amendment.

22. **Andrew Fulghum** – Approval of Independent Contractor Agreement / Social Media / Marketing. (Sol Freedom Marketing LLC)

23. **Danny Lucas** – Approval of Aviation Fuel Truck Proposals (Skymark Refuelers).

24. **Kimberly Burgess** – Approval of #57 Stone Bids (J.R. Wilson).

25. **Kimberly Burgess** – Approval of Bids for Levy Fire Station Repairs not to exceed \$25,000.

26. **Kimberly Burgess** – Approval authorizing the County Administrator to Execute Contracts Included in the Adopted FY2025 Budget (greater than \$25K).

27. **Kimberly Burgess** – Approval authorizing the County Administrator to Execute the M. B. Kahn work authorization for the Jasper County Court House.

28. **Rose Dobson-Elliot** – Acceptance of the following Grant Awards from the Office of Solid Waste Reduction and Recycling: Used Oil Recycling grant in the amount of \$1,413.56; FY25 Solid Waste Management Grant in the amount of \$9,947.39 and FY2025 Waste Tire Recycling Grant in the amount of \$51,800.00.

29. Approval of the Minutes

END OF CONSENT AGENDA

30. Council Members Comments:

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

32. Adjournment:

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

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

AGENDA

ITEM # 7



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

7/9/2024

Kimberly Burgess
Director, Administrative Services Div.
Jasper County, South Carolina

Dear Kimberly:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2023 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2024 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for [eligibility requirements](#) and [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



**The Government Finance Officers Association of
the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Kimberly Burgess
Director, Administrative Services Div.
Jasper County, South Carolina



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morill

Date: 7/9/2024



**The Government Finance Officers Association of
the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Andrew Fulghum
County Administrator
Jasper County, South Carolina



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morill

Date: 7/9/2024



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Jasper County
South Carolina**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2023

Christopher P. Morill

Executive Director/CEO

AGENDA

ITEM # 8



Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)

Ridgeland, SC 29936

Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

3, July 2024

To: Honorable County Council

Re: Jasper County Fire Rescue staff receive meritorious action award

Greetings Council Members,

This is a recapitulation of a press release that occurred following a working structure fire on 12, October 2023. Fire Rescue personnel were dispatched to a reported structure fire with entrapment. Our 911 telecommunications officers guided the occupant on actions to take and conveyed vital information to responding units. The neighbor was a volunteer Firefighter with us and a full-time firefighter with the Town of Hilton Head Island Fire Rescue was first on the scene. This individual was able to identify the immediate area in which the victim was located. Driven back by intense heat and smoke he was unable to locate the victim inside due to not having equipment to enter the structure. He is heard talking with 911 officers during his attempts to reach the victim. Medic 46 officer, arriving on scene first, established incident command and was summoned to the area of the structure VFF Sid Taylor had last known location/contact with victim. Lt. Justin Blankenship made entry into the residence and quickly found the victim. Quickly moving the victim toward the doorway additional personnel arriving on scene were able to assist in getting the victim out of the structure and into the crew on the second due ambulance.

Aggressive advanced life saving measures were initiated as well as rapid transport to the closest medical facility. Prior to the arrival at the hospital the victim showed significant improvements.

We wanted to bring Lt. Blankenship forward to you and convey that Lt. Justin Blankenship received a meritorious action medal on 15, June 2024 from the South Carolina Firefighter's Association, during their annual conference.

IN THE NEWS

South Carolina firefighters gather for largest in-state training

June 21, 2024

Over 5,000 South Carolina firefighters gathered in Myrtle Beach last week for the largest in-state training during the South Carolina State Firefighters' Association's annual Fire-Rescue Conference.

The flagship event of the South Carolina State Firefighters' Association, Fire-Rescue Conference has been a staple in the fire service for 119 years. Nearly 50 courses covering a wide range of topics were instructed over the 4-day training conference.

President **Randy Arant**, Battalion Chief at Irmo Fire District, was sworn in as the 78th President of the South Carolina State Firefighters' Association at the Transfer of Command on Saturday, June 15. Voting Members elected Horry County Fire-Rescue Deputy Chief **Mike Norket** as 3rd Vice President and St. John's Fire District Deputy Chief **Kevin Henson** as 4th Vice President.

"It is an absolute honor and privilege to be standing before each of you this evening and taking the oath as the 78th President of the South Carolina State Firefighters' Association," President Arant remarked. In his speech, President Arant thanked immediate Past President **Malcolm Burns**, Irmo Fire District, Irmo Fire Chief **Mike Sonefeld**, Executive Committee members, the membership, and Association leadership for their support during his ascension through Vice Presidencies.

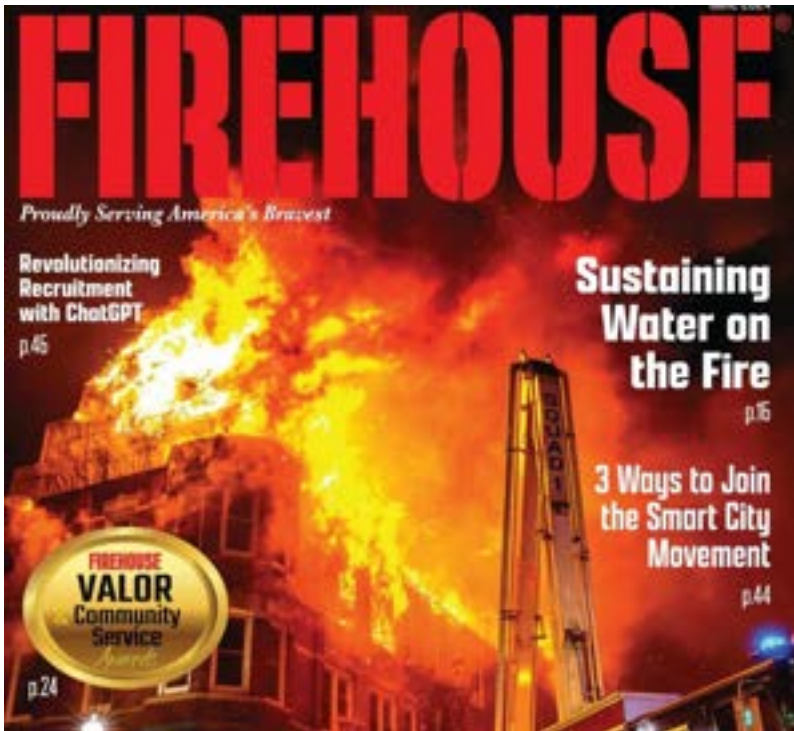
"One of the greatest firefighters to ever work for Irmo Fire District once said, 'It's an oath. It's a commitment. So live it,'" President Arant stated, referencing the words of the late Irmo Firefighter **James "J" Michael Muller** who died in the line of duty on May 26, 2023.

Before concluding Fire-Rescue, President Arant congratulated the 2024 award winners.

Award recipients are below:

- James B. Murphy Firefighter of the Year – retired Chief **John Bowers**, Camden Fire Department
- Jeffrey Vaden Chavis Medal of Valor Award – Firefighter **Nathan Ellis**, Myrtle Beach Fire Department
- Meritorious Action Award – Lieutenant **Anthony Ragsdale**, Firefighter **Tristen Lowe**, and Firefighter **Matthew Stallings**, Anderson City Fire Department
- Meritorious Action Award – Lieutenant **Justin Blankenship**, Jasper County Fire-Rescue
- Meritorious Action Award – Captain **Josh Mills** and Lieutenant **Tanner Quattlebaum**, Saluda County Fire Service

Additionally, we received notification from *Firehouse* magazine that our 911 Communications Center and responding units were recognized in the trade syndicated publication for a unit citation award. We have worked with other professional associations and are hopeful that additional recognition is forthcoming to our staff.



**BATTALION 3, CHIEF 3, DISPATCH CENTER, FIRE MARSHALS 3 AND 5,
MEDIC 32, MEDIC 46, AND STATIONS 30, 45 AND 46
JASPER COUNTY, SC, FIRE-RESCUE**

While Jasper County Fire-Rescue crews were en route to a mobile home fire just after 11 p.m. on Oct. 12, 2023, they were told that a paralyzed woman was unable to exit the residence. Dispatchers could hear her barely breathing. Medic 46 arrived, reporting a working fire, and Lt. Justin Blankenship found an off-duty Hilton Head Island, SC, Fire Rescue firefighter on Side D attempting to locate the woman in challenging conditions. Engine 46 was given the order to get a line in service. Under

intense heat and no visibility, Blankenship located the victim behind the doorway, which required him to close the door to move the victim back, so the door could be opened to remove the victim. He then began to drag her out. He passed the victim over to his battalion chief and another firefighter just as the bedroom and kitchen area of the residence flashed over. After on-scene care, the victim was transported to the hospital, regaining consciousness in the ambulance.

We will update you on any additional accolades our staff earns for our communities. Thank you for all, for your support and trust in us to safeguard our citizens and visitors.

Sincerely,

Chief Russell W. Wells

AGENDA

ITEM # 9

** No packet information provided **

AGENDA

ITEM # 10

** No packet information provided **

AGENDA

ITEM # 11

** No packet information provided **

AGENDA

ITEM # 12



GULLAH / GEECHEE NATION APPRECIATION WEEK PROCLAMATION

***To designate the week of July 27, 2024 - August 4, 2024,
as Gullah / Geechee Nation Appreciation Week***

WHEREAS, Jasper County is one of the most historic Lowcountry counties in South Carolina, and in the 18th Century, this area and the South Carolina coast became the locale of some of the richest rice and farming plantations in the South, which were linked to specific West African ethnic groups who became known as Gullah/Geechee; and,

WHEREAS, the Gullah/Geechee ancestral civilization originated in West Africa, its people coming to the United States due to having been kidnapped to be enslaved in the United States to work on these plantations in the coastal regions, including South Carolina; and with their African fare, original language, and craftsmanship, the Gullah/Geechee people left their mark on South Carolina, and,

WHEREAS, the Gullah/Geechee culture has had a powerful impact on the Lowcountry of South Carolina, including Jasper County, and these Gullah/Geechee influences have helped to define our southern lifestyle and culture; and,

WHEREAS, John Bascomb, who served Jasper County in the SC House of Representatives from 1870 to 1874, was born in 1827 emerged from this culture and community and farmed the very lands on which he and many of his people had been enslaved; and,

WHEREAS, the preservation and celebration of the Gullah/Geechee culture has gained momentum due to the Gullah/Geechee Cultural Heritage Act, created by United States Representative James Clyburn, as well as the efforts of others such as Queen Quet, of the Gullah/Geechee Nation, and Kwame Sha, co-founders of the Gullah/Geechee Nation International Music & Movement Festival[™]; and,

WHEREAS, the Gullah/Geechee Sustainability Plan has been created to sustain the land and the Gullah/Geechee culture; and,

WHEREAS, Queen Quet, who became the first Gullah/Geechee to speak before the United Nations on behalf of Gullah/Geechees, lead the creation of this plan and the aforementioned act; and,

WHEREAS, it is appropriate to recognize the importance of bringing awareness and appreciation for this rich culture and history in order to increase understanding of all the contributions the Gullah/Geechee have given to our area; and,

WHEREAS, a series of activities will take place throughout Jasper County and virtually to honor the history and legacy of the Gullah/Geechee Nation and are part of the United Nations Decade of People of African Descent; and,

WHEREAS, Jasper County joins in celebrating the lives of Gullah/Geechees that have left such a rich legacy of our county, region, and nation by joining in with the theme for this year's celebration as, "**Gullah/Geechee Tekin a Stand and Healin de Land**".

NOW, THEREFORE, BE IT RESOLVED that the **JASPER COUNTY COUNCIL**, does hereby proudly proclaim the week of *July 27, 2024–August 4, 2024*, as

GULLAH/GEECHEE NATION APPRECIATION WEEK

in Jasper County and encourages all citizens to actively participate in educational activities aimed at increasing both knowledge and appreciation of this rich culture.

Done this the 15th day of July, 2024, at Ridgeland, Jasper County, South Carolina.

L. Martin Sauls IV
CHAIRMAN

(Seal)

AGENDA

ITEM # 13



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:	July 15, 2024
Project:	Zoning Text Amendment – Jasper County Zoning Ordinance, Article 5, <i>Zoning District Regulations</i> , Article 6, <i>Use Regulations</i> , Article 7, <i>Primary Districts</i> , Article 8, <i>Special Purpose Districts</i> , and Article 11, <i>Conditional Use Review and Regulations</i> ; and Zoning Map Amendments within the Euhaw Broad River Planning Area
Submitted For:	1 st Reading
Planning Commission Recommendation:	Planning Commission recommends approval and that the pending ordinance doctrine be adopted at first Reading with the understanding that the Planning Commission would like to send additional comments and recommendations to the Council prior to second reading and public hearing.

Description: As part of the 5-year review and update of Jasper County’s Comprehensive Plan, Jasper County Council enacted a moratorium last May in the Euhaw Broad River Planning Area to temporarily halt major residential subdivisions and commercial developments to allow time to review and update the County’s Zoning standards and land use regulations, particularly as they pertain to the Euhaw Broad River Planning Area, with the goal of adopting any new regulations prior to the end of the moratorium. The moratorium is set to expire July 31st. Several community meetings, as well as stakeholder meetings, have been held over the past year. The public’s input from those meetings were presented to the Planning Commission at their June 4, 2024 workshop and the Planning Commission reviewed the proposed zoning text amendments and zoning map amendments at their June 25, 2024 Special Called Meeting.

Analysis: Amendments to several Articles of the Zoning Ordinance are being proposed, along with two new zoning districts being created, as well as a new Overlay District for the Euhaw Broad River Planning Area. The proposed amendments seek to address County Council’s concerns related to the impact that new residential subdivisions and commercial developments will have on road infrastructure, traffic congestion, evacuation routes, stormwater, open space, protection of natural habitat, and the quality of life within the Euhaw Broad River Planning Area. A brief summary of each amendment is outlined below:

Amend Article 5.1, *Zoning District Regulations*, to add two new primary zoning districts, Rural Preservation-10 (RP10) and one new overlay district, Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD) and includes the purpose and intent of each zoning district.

NOTE: All properties located within the Euhaw Broad River Planning Area that are currently zoned Rural Preservation (RP) will be re-zoned to Rural Preservation 10 (RP-10). The commercial areas within the Euhaw Broad River Planning Area will be re-zoned to Village Commercial (VC) and in some cases to Residential. The Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD) will be applied to all properties within the Euhaw Broad River Planning Area, which adds an additional layer of standards to these properties.

Amend Article 5.3, *Primary Districts*, to define the purpose and intent of both the RP-10 and VC Districts.

Minor changes will also be made to both the purpose and intent of the Community Commercial and General Commercial zoning districts to add clarity to the intent and purpose of these zoning districts.

Amend Article 5:4, *Special Purpose Districts*, to define the purpose and intent of the ECHOD Overlay District.

Amend Article 6:1, *Permitted Use and Conditional Uses, Table 1*, to add uses for the RP-10 and VC zoning districts. Minor changes will also be made to some uses in other zoning districts that seem to be inappropriate within the respective zoning district.

Amend Article 7:3, Table 1, *Yard and Setback Requirements*, to add lot size, lot width, and setback requirements for RP-10 and VC zoning districts and increase minimum lot widths in the Residential, Community Commercial, General Commercial, Industrial Development, and Mixed Business zoning districts.

Amend Article 7:4, *Riparian Buffers*, to add language to provide a setback from the riparian buffer requirements, add an illustration for purposes of clarifying that the setbacks and buffer are inclusive, and amend the buffer widths in the riparian buffer and setback table.

Amend Article 7, *Primary Districts*, to add a new section, **Article 7:6, *Village Commercial Design Standards***.

Amend Article 8, *Special Purpose Districts*, to add a new section, **Article 8:9, *Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD)*** to include use regulations and design standards.

Amend Article 11.7, *Industry Specific Conditional Use Regulations* to add conditions for horses to be allowed conditionally in the Residential zoning district, add conditions for Gasoline Stations to be allowed conditionally in the Village Commercial zoning district, re-number section 11:7.10, and add “village commercial” district to the conditions for manufactured housing.

Amend the Official Zoning Map of Jasper County as shown in the maps (Exhibit A)

Planning Commission Recommendation: Planning Commission recommends approval and that the pending ordinance doctrine be adopted at first Reading with the understanding that the Planning Commission would like to send additional comments and recommendations to the Council prior to second reading and public hearing.

Attachments:

1. Ordinance
2. Jasper County Zoning Ordinance – Articles 5, 6, 7, 8, and 11 in their entirety with amendments shown in red
3. Map of the Euhaw Broad River Planning Area showing the proposed zoning layer for the Euhaw Broad River Planning Area

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

ORDINANCE #2024-__

AN ORDINANCE
OF JASPER COUNTY COUNCIL

To amend Jasper County Zoning Ordinance, Article 5, *Zoning District Regulations*, to add two new primary zoning districts; Rural Preservation – 10 (RP10) and Village Commercial (VC), one new overlay district, Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD); Article 6, *Use Regulations*, to add uses for the RP-10 and VC zoning districts; Article 7, *Primary Districts*, to add lot size, lot width, and setback requirements for RP-10 and VC zoning districts, amend lot width requirements in the Residential, Community Commercial, General Commercial, Industrial Development, and Mixed Business zoning districts, amend riparian buffer requirements, and add design standards for the Village Commercial zoning district; Article 8, *Special Purpose Districts*, to add design standards and requirements for the Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD); Article 11, *Conditional Use Review and Regulations*; to add conditions for horses, gasoline stations and amend conditions for manufactured housing; amend the Jasper County Official Zoning Map to re-zone some properties within the Euhaw Broad River Planning Area to the Rural Preservation-10 zoning district and the Village Commercial zoning district; and other matters related thereto.

WHEREAS, Jasper County has been in the process of reviewing the Jasper County Comprehensive Plan, *Jasper's Journey* as required by Title 6, Chapter 29 of the SC Code of Laws; and

WHEREAS, Jasper County Council enacted a temporary moratorium for the Euhaw Broad River Planning Area on June 20, 2023 to allow for time to implement any changes to the Comprehensive Plan and/or zoning and land development regulations; and

WHEREAS, Jasper County Council is concerned over the impact of that new residential and commercial developments will have on road infrastructure, evacuation routes, streetscapes, traffic congestion, storm water, open space, natural habitats, and the quality of life in the Euhaw Broad River Planning Area; and

WHEREAS, several stakeholder meetings and public engagement meetings have been held over the past year; and

WHEREAS, the Jasper County Planning Department has prepared several zoning text amendments that are consistent with the Jasper County Comprehensive Plan and has submitted those zoning text amendments to the Jasper County Planning Commission; and

WHEREAS, the Jasper County Planning Commission reviewed the proposed zoning text amendments at their June 25, 2024 Special Called Meeting and recommends approval by Jasper County Council; and

WHEREAS, the Jasper County Council finds that 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 August 19, 2024 regularly scheduled County Council meeting; and

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

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

- 1. Amend Jasper County Zoning Ordinance, Article 5.1, Zoning District Regulations**, to add two new Primary Zoning Districts, Rural Preservation-10 (RP10) and Village Commercial (VC), and one new Special Purpose District to the Chart of Zoning Districts, amended so as to read as follows:

5:1. Establishment of zoning districts.

PRIMARY DISTRICTS	
R	Residential
RP	Rural Preservation
RP-10	Rural Preservation (10)
RE	Resource Extraction
RC	Resource Conservation
VC	Village Commercial
CC	Community Commercial
GC	General Commercial
ID	Industrial Development
MB	Mixed Business

SPECIAL PURPOSE DISTRICTS	
PDD	Planned Development Districts
FHOD	Flood Hazard Overlay Districts
ACOD	Airport Compatibility Overlay Districts
LLOD	Levy-Limehouse Overlay District
HCOD	Highway Corridor Overlay District
IPOD	Interstate Proximity Overlay District
SFFZ	Solar Farm Floating Zone
GCOD	Gateway Corridor Overlay District
ECHOD	Euhaw/Okeetee Cultural Heritage Overlay District

2. **Amend Jasper County Zoning Ordinance, Article 5.3, *Primary Districts***, to define the purpose and intent of both the RP-10 and VC Districts and clarify the intent of the Community Commercial and General Commercial Zoning Districts, as amended so as to read as follows:

RP-10 - RURAL PRESERVATION DISTRICT

The intent of this classification is to preserve, sustain, and protect from suburban encroachment rural areas and resources, particularly forest and agricultural, and maintain a balanced rural-urban environment.

The retention of open lands, woodlands, plantations, and farmlands, which make up a large part of this area, are essential to clean air, water, wildlife, natural cycles, and a balanced environment, among other things. This district is intended to promote a rural environment of larger acreage lots.

VC - VILLAGE COMMERCIAL

The intent of this classification is to allow for small-scale retail and other commercial uses, typically located at or near roadway intersections, intended to primarily meet the needs of residents in the nearby communities. The design of village commercial uses should reflect vernacular building designs associated with the South Carolina Lowcountry.

CC - COMMUNITY COMMERCIAL

The intent of this district is to provide commercial nodes **and more diverse housing options** in convenient and strategic locations of the county to meet "community needs, and to encourage clustering ~~commercial~~ development as opposed to strip commercial development and commercial sprawl. Community commercial areas are intended to provide adequate, logically placed and convenient locations for commercial establishments in relation to residential housing and to minimize trip generation for those living in ~~zoned rural preservation~~ **more rural areas of Jasper County.**

GC - GENERAL COMMERCIAL DISTRICT

This district is intended to support large commercial development(s) in major unincorporated areas of Jasper County, such as Point South, ~~during the time span of the county's comprehensive plan, to the year 2015.~~ This district is projected to have most public facilities and infrastructure in support of urban development such as schools, sewer, water, streets, etc., and as such is intended to provide the regulations and capital improvements

which will support new development. It consists of areas where development logically should locate as a consequence of planned public facilities and associated capital expenditures. District regulations permit limited development of generally suburban character, providing for a full range of commercial, institutional, industrial and residential uses.

- 3. Amend Jasper County Zoning Ordinance, Article 5:4, *Special Purpose Districts*, to define the purpose and intent of the ECHOD Overlay District, amended so as to add to the end of section 5:4 as follows:**

ECHOD EUHAW/OKEETEE CULTURAL HERITAGE OVERLAY DISTRICT

The intent of the Euhaw/Okeetee Cultural Heritage District is to maintain the rural character of the area, protect important historic, cultural, and natural resources, and minimize the impacts of development on surrounding water resources, particularly the Broad River. Development in this area should respect the existing conditions and minimize the visual impact of buildings on the area through careful site planning, including maintaining and enhancing existing vegetation.

- 4. Amend Article 6:1, *Permitted Use and Conditional Uses*, Table 1, to add uses for the RP-10 and VC zoning districts and amend other uses that aren't appropriate in their respective zoning districts, . Minor changes will also be made to some uses in other zoning districts that seem to be inappropriate within the respective zoning district, amended so as to read as follows:**

Section 6.1—Table 1

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Sector 11: Agriculture, Forestry, Fishing and Hunting (Sec. 6:2.16)												
Agricultural Production, Crops	111	N	N	P	P	P	N	N	P	P	P	N
Agricultural Production, Livestock, Animals	112											
Livestock, Except Feedlots (Article 11:7.1)	112111	C	N	C	C	PC	N	N	N	P	C	N
Feedlots	112112	N	N	N	N	PC	N	N	N	N	N	N
Poultry and Eggs (Article 11:7.2)	1123	C	N	C	C	PC	C	C	N	N	C	N
Animal Specialties (Article 11:7.3)	1129	C	N	C	C	P	N	N	N	N	C	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Horses and Other Equine (Article 11:7.3.A)	11292	PC	N	P	P	P	N	N	N	N	P	N
General Farms	11299	PN	N	P	P	P	N	N	P	N	P	N
Fishing, Hunting, Trapping	1141-2	N	N	P	P	P	N	P	P	N	P	N
Agricultural Services	115	N	N	P	P	P	N	P	P	N	P	N
Forestry	11531	N	N	P	P	P	P	N	N	P	P	N
Sector 21: Mining and Mine Operation												
Mining (Article 11:7.4)	212	N	N	N	N	N	N	N	N	N	C	N
Sector 22: Utilities												
Electric, Gas, and Sanitary Services	221											
Electric	2211											
Generation	22111	N	N	N	N	P	N	N	P	P	N	N
Solar Electric Power Generation (Article 11:7.5A & 11:7.5B)	22114	C	C	C	C	C	N	C	C	C	C	C
Solar Farm (See Article 8:7)	22114											
Transmission	22112	P	P	P	P	P	P	P	P	P	N	P
Natural Gas Distribution	2212	P	P	P	P	P	P	P	P	P	N	P
Water Supply Systems	22131											
Storage/Treatment	22131	N	N	P	P	P	N	P	P	P	N	P
Transmission	22131	P	P	P	P	P	P	P	P	P	N	P
Sewerage Systems	22132											
Collection	22132	P	P	P	P	P	P	P	P	P	N	P
Treatment (Article 11:7.5)	22132	N	N	N	N	P	N	C	P	P	N	P
Sector 23: Construction												
Bldg. Construction-General Contract and Operative Builders	233	N	N	N	N	N	N	N	P	P	N	P
Heavy Construction other than Building Construction-Contractors	234	N	N	N	N	N	N	N	P	P	N	P
Special Trade Contractors (Article 11:7.6)	235	N	N	N	N	N	N	C	P	P	N	P
Sector 31-33: Manufacturing (Article 11:7.7)												

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Food	311	N	N	N	N	N	N	N	N	P	N	C
Beverage and Tobacco	312	N	N	N	N	N	N	N	N	P	N	C
Textile Mills	313	N	N	N	N	N	N	N	N	P	N	C
Textile Product Mills	314	N	N	N	N	N	N	N	N	P	N	C
Apparel	315	N	N	N	N	N	N	N	N	P	N	C
Leather and Allied Products	316	N	N	N	N	N	N	N	N	P	N	C
Wood Products	321	N	N	N	N	N	N	N	N	P	N	C
Paper	322	N	N	N	N	N	N	N	N	P	N	C
Printing and Related Activities	323	N	N	N	N	N	N	N	P	P	N	C
Petroleum Products	324	N	N	N	N	N	N	N	N	P	N	N
Chemical Products	325	N	N	N	N	N	N	N	N	P	N	N
Plastic and Rubber Products	326	N	N	N	N	N	N	N	N	P	N	N
Nonmetallic Mineral Products	327	N	N	N	N	N	N	N	N	P	N	C
Primary Metal	331	N	N	N	N	N	N	N	N	P	N	C
Fabricated Metal Products	332	N	N	N	N	N	N	N	N	P	N	C
Machinery	333	N	N	N	N	N	N	N	N	P	N	C
Computer and Electronic Products	334	N	N	N	N	N	N	N	N	P	N	C
Electrical Equipment, Appliances and Components	335	N	N	N	N	N	N	N	N	P	N	C
Transportation Equipment	336	N	N	N	N	N	N	N	N	P	N	C
Furniture and Related Products	337	N	N	N	N	N	N	N	N	P	N	C
Miscellaneous Manufacturing	339	N	N	N	N	N	N	N	N	P	N	C
Sector 42: Wholesale Trade (Article 11:7.8)												
Wholesale Trade-Durable Goods	421	N	N	N	N	N	N	N	P	P	N	P
Used Motor Vehicle Parts, (Article 11:7.8)	421140	N	N	N	N	N	N	N	N	C	N	N
Recyclable Material, (Article 11:7.8)	42193	N	N	N	N	N	N	N	N	C	N	N
Junkyards (Article 18)		N	N	N	N	N	N	N	N	C	N	N
Wholesale Trade-Nondurable Goods	422	N	N	N	N	N	N	N	P	P	N	P

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Sector 44-45: Retail Trade												
Motor Vehicle and Parts	441	N	N	N	N	N	N	N	P	P	N	P
Automobile Dealers (Article 11:7.9)	4411	N	N	N	N	N	N	C	P	P	N	P
Automotive Parts and Accessories Store (Article 11:7.9A)	441310	N	N	N	N	N	N	C	P	P	N	P
Furniture and Home Furnishings	442	N	N	N	N	N	P	P	P	N	N	P
Electronics and Appliances	443	N	N	N	N	N	P	P	P	N	N	P
Building Materials, Garden Supplies	444										N	
Lumber and Building Materials (Article 11:7.10)	4441	N	N	N	N	N	P	C	P	P	N	P
Lawn and Garden Equipment and Supplies Stores	4442	N	N	N	N	N	P	P	P	P	N	P
Food and Beverage Stores	445											
Grocery Stores	4451	N	N	N	N	N	P	P	P	N	N	N
Convenience Stores	44512	N	N	N	N	N	P	P	P	N	N	N
Specialty Stores	4452	N	N	N	N	N	P	P	P	N	N	N
Fruit and Vegetable	44523	N	N	P	P	P	P	P	P	N	N	N
Beer, Wine, and Liquor	4453	N	N	N	N	N	N	P	P	N	N	N
Health and Personal Care	446	N	N	N	N	N	P	P	P	N	N	N
Gasoline Stations (Article 11:7.10A)	447	N	N	N	N	N	C	P	P	P	N	N
Truck Stops	44719	N	N	N	N	N	N	N	N	P	N	N
Clothing and Accessory Stores	448	N	N	N	N	N	N	P	P	N	N	N
Sporting Goods, Hobbies, Books, and Music	451	N	N	N	N	N	P	P	P	N	N	N
General Merchandise Stores	452	N	N	N	N	N	P	P	P	N	N	N
Miscellaneous Retail	453	N	N	N	N	N	P	P	P	N	N	N
Flea Markets	4533	N	N	N	N	N	N	N	P	N	N	P
Manufactured Home Dealers	45393	N	N	N	N	N	N	P N	P	N	N	P
Non-Store Retailers	454	N	N	N	N	N	N	P	P	P	N	C
Fuel Dealers (Article 11:7.11)	45431	N	N	N	N	N	N	P	P	N	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Sector 48-49: Transportation and Warehousing												
Air Transportation (Article 8:3)	481	N	N	N	N	N	N	N	C	C	C	N
Rail Transportation	482	N	N	N	N	N	P	P	P	P	N	C
Water Transportation	483	N	N	N	N	N	P	P	P	P	N	C
Truck Transportation	484	N	N	N	N	N	N	N	P	P	N	C
Used Household and Office Goods Moving (Article 11:7.11A)	484210	N	N	N	N	N	N	C	P	P	N	C
Transit and Ground Passenger Transportation	485	N	N	N	N	€N	N	P	P	P	N	C
Pipeline for Transportation	486	N	N	N	N	N	N	N	P	P	N	C
Scenic and Sightseeing Transportation Storage	487	N	N	P	N	N	N	N	P	P	N	C
Support Activities for Transportation	488	N	N	N	N	N	N	N	P	P	N	C
U.S. Postal Service	491	N	N	P	P	N	P	P	P	P	N	P
Warehousing and Storage	493	N	N	N	N	N	N	N	P	P	N	C
Motor Vehicle Towing (Article 11:7.11B)	488410	N	N	N	N	N	N	N	C	C	N	C
Sector 51: Information												
Publishing Industries	511	N	N	N	N	N	N	N	P	P	N	P
Motion Pictures and Sound Industries	512	N	N	N	N	N	N	N	P	P	N	P
Motion Picture Theaters	512131	N	N	N	N	N	N	N	P	N	N	N
Broadcasting and Telecommunications	513	N	N	N	N	N	N	P	P	P	N	P
Communication Towers and Ant. (Article 11:7.12)	5131	C	C	C	C	C	C	C	C	C	C	C
Information Services and Data Processing	514	N	N	N	N	N	N	P	P	P	N	P
Libraries (Article 11:7.13)	51412	C	C	N	N	PN	P	P	P	P	N	N
Sector 52: Finance and Insurance												
Banks	521	N	N	N	N	PN	N	P	P	P	N	N
Credit Intermediation	522	N	N	N	N	N	N	P	P	P	N	N
Pawn Shops	522298	N	N	N	N	N	N	N	P	N	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Security and Commodity Contracts, and Financial Investments	523	N	N	N	N	N	N	P	P	P	N	N
Insurance Carriers and Related Activities	524	N	N	N	N	N	N	P	P	P	N	N
Funds, Trust, and Other Financial Vehicles	525	N	N	N	N	N	N	P	P	P	N	N
Sector 53: Real Estate, Rental and Leasing												
Real Estate	531	N	N	N	N	N	N	P	P	P	N	N
Mini-Warehouses (Article 11:7.14)	53113	N	N	N	N	N	N	N	C	P	N	C
Rental and Leasing Services	532	N	N	N	N	N	N	P	P	N	N	P
Video Tape Rental	53223	N	N	N	N	N	N	P	P	N	N	N
Sector 54: Professional, Scientific, and Technical Services												
Professional, Scientific, Technical Services	541	N	N	N	N	N	N	P	P	P	N	P
Display Advertising - Signs	54185	See Article 15										
Veterinary Services	54194	N	N	N	N	N	P	P	P	N	N	P
Sector 55: Management of Companies and Enterprises												
Management of Companies and Enterprises	551	N	N	N	N	N	N	P	P	P	N	P
Sector 56: Administrative and Support, Waste Management and Remediation Services												
Administrative and Support Services	561	N	N	N	N	N	N	P	P	P	N	P
Repossession Services (Article 11:7.11B)	561491	N	N	N	N	N	N	N	C	C	N	C
Landscape Services	56173	N	N	N	N	N	N	P	P	P	N	P
Waste Management Services	562											
Waste Collection (Article 11:7.15)	5621	N	N	N	N	N	N	N	N	C	N	N
Hazardous Waste Treatment and Disposal	562211	N	N	N	N	N	N	N	N	N	N	N
Solid Waste Landfill (Article 11:7.16)	562212	N	N	N	N	N	N	N	N	C	N	N
Solid Waste Incinerators (Article 11:7.17)	562213	N	N	N	N	N	N	N	N	C	N	N
Repossession Services (Article 11:7.11B)	561491	N	N	N	N	N	N	N	N	C	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Material Recovery Facilities (Article 11:18)	56292	N	N	N	N	N	N	N	N	C	N	N
All Other Waste Management (Article 11:19)	56299	N	N	N	N	N	N	N	N	C	N	N
Sector 61: Educational Services												
Educational Services	611											
Elementary Schools	6111	P	N	P	P	N	P	P	P	N	N	N
Secondary Schools	6111	P	P	P	P	N	P	P	P	N	N	N
Jr. Colleges, Colleges, Universities, Professional Schools	6112-3	N	N	N	N	N	N	P	P	N	N	N
Business Schools, Computer, and Management Training	6114-5	N	N	N	N	N	N	P	P	P	N	N
Other Schools and Instruction (Article 11:7.19a)	6116	C	C	N	N	N	N	P	P	N	N	N
Educational Support Services	6117	N	N	N	N	N	N	N	P	P	N	N
Sector 62: Health Care and Social Assistance												
Ambulatory Health Care Services	621	N	N	N	N	N	P	P	P	N	N	N
Hospitals	622	N	N	N	N	N	N	P	P	N	N	N
Nursing and Residential Care Facilities	623	N	N	N	N	N	P	P	P	N	N	N
Nursing Care Facilities (Article 11:7.20)	6231	C	C	C	C	N	P	P	P	N	N	N
Community Care for Elderly (Article 11:7.21)	6233	C	C	C	C	N	P	P	P	N	N	N
Other Residential Care Facilities (Article 11:7.21A)	623990	C	C	C	C	N	P	P	P	N	N	N
Social Assistance	624	N	N	N	N	N	P	P	P	N	N	N
Individual and Family Services	6241	N	N	N	N	N	P	P	P	N	N	N
Community, Food, and Housing and Emergency and Relief Services	6242	N	N	N	N	N	P	P	P	N	N	N
Vocational Rehabilitation Services	6243	N	N	N	N	N	N	P	P	P	N	N
Day Care Services (Article 11:7.22)	6244	C	C	C	C	N	N	C	C	C	N	N
Sector 71: Arts, Entertainment, and Recreation												

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Performing Arts, Spectator Sports and Related Industries	711	N	N	N	N	N	N	N	P	N	N	N
Museums, Historical Sites, and Similar Institutions (Article 11:7.23)	712	N	N	C	C	C	C	P	P	N	N	N
Amusement, Gambling, and Recreation	713	N	N	N	N	N	N	N	P	N	N	N
Golf Courses and Country Clubs	71391	P	P	P	P	P	P	P	P	N	N	N
Marinas (Article 11:7.24)	71393	C	C	P	P	P	P	P	P	P	N	N
Gun Club and Skeet Ranges (Article 11:7.25)	713990	N	N	C	C	C	N	N	C	N	N	N
Sector 72: Accommodation and Food Services												
Accommodations	721											
Hotels and Motels	72111	N	N	N	N	N	N	P	P	N	N	N
Bed and Breakfast Inns (Article 11:7.26)	721191	C	C	C	C	C	P	P	P	N	N	N
Camps and Recreational Vehicle Parks (Article 11:7.27)	72121	N	N	C	C	C	C	C	C	N	N	N
Rooming and Boarding Houses, Dormitories, Group Housing	72131	N	N	N	N	N	N	P	P	N	N	N
Eating Places	7221-3	N	N	P	P	N	P	P	P	P	N	N
Fast Food Restaurants		N	N	P N	N	N	N	P	P	P	N	N
Drinking Places	7224	N	N	N	N	N	N	N	P	N	N	N
Sector 81: Other Services (except Public Administration)												
Auto Repair and Maintenance (Article 11:7.27A)	8111	N	N	N	N	N	N	C	C	C	N	C
Personal and Laundry Services	812											
Personal Care Services (Article 11:7.28)	8121	N	N	N	N	C N	N	P	P	P	N	N
Funeral Homes and Services	81221	N	N	N	N	N	P	P	P	P	N	N
Cemeteries (Article 11:7.29)	81222	N	N	C	C	C	C	C	C	C	N	N
Crematories	81222	N	N	N	N	N	N	P	P	P	N	P
Laundry and Dry Cleaning Services	8123	N	N	N	N	N	N	P	P	P	N	P

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Coin Operated Laundries/Dry Cleaning	81231	N	N	N	N	N	N	P	P	N	N	N
Pet Care Services (Except for Animal Shelters)	81291	N	N	N	N	N	N	N	P	P	N	N
Animal Shelters Only (Article 11:7.29A)	812910	N	N	N	N	C	N	N	P	P	N	N
Automotive Parking Lots and Garages	81293	N	N	N	N	N	N	P	P	P	N	P
Sexually Oriented Business (Article 17)	81299	N	N	N	N	N	N	N	C	N	N	N
All Other Personal Services	81299	N	N	N	N	N	N	P	P	N	N	N
Religious, Fraternal, Professional, Political, Civic, Business Organizations	813											N
Religious Organizations	81311	P	P	P	P	P	P	P	P	P	N	N
All Other Organizations	8132-9	N	N	N	N	N	P	P	P	P	N	N
Sector 92: Public Administration												
Executive, Legislative, and General Govt.	921	N	N	N	N	N	P	P	P	P	N	P
Justice, Public Order and Safety	922	N	N	N	N	N	N	P	P	P	N	P
Courts	92211	N	N	N	N	N	N	P	P	P	N	P
Police Protection	92212	P	P	P	P	P	P	P	P	P	N	P
Correctional Institutions	92214	N	N	N	N	N	N	N	N	P	N	P
Fire Protection	92216	P	P	P	P	P	P	P	P	P	N	P
Administration of Human Resources	923	N	N	N	N	N	N	P	P	P	N	P
Administration Of Environmental Quality and Housing Program	924-5	N	N	N	N	N	N	P	P	P	N	P
Public Parks and Recreation	924120	P	P	P	P	P	P	P	P	P	N	P
Administration of Housing, Planning, CD Programs	925	N	N	N	N	N	N	P	P	P	N	P
Administration of Economic Programs	926	N	N	N	N	N	N	P	P	P	N	P
Residential Uses												
Site Built Housing												
Existing Single-Family Detached	NA	P	P	P	P	P	P	P	P	N	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Single-Family Detached	NA	P	P	P	P	P	P	P	P	N	N	N
Second Single-Family Residential Dwelling Unit (Sec. 11:7.30)	NA	C	N	C	C	N	C	C	N	N	N	N
Duplexes (Sec 11:7.31)	N/A	N	N	N	N	N	C	C	C	N	N	N
Multi-Family Apartments (Sec 11:7.31A)	N/A	N	N	N	N	N	N	C	C	N	N	N
Townhouses (Sec 11:7.32)	N/A	N	N	N	N	N	N	C	C	N	N	N
Patio Houses (Sec 11:7.33)	N/A	N	N	N	N	N	N	C	C	N	N	N
Manufactured Housing (Article 12:9)												
Residential Designed (Sec. 11:7.30B)	NA	P	N	P	P	P	C	C	N	N	N	N
Standard Designed (Sec. 11:7.30B)	NA	P	N	P	P	P	C	C	N	N	N	N
Second Unit, Family Member Only (Sec. 11:7.34)	N/A	C	N	C	C	N	C	C	N	N	N	N
Family Estate												
Existing Single-Family Detached (Sec. 11:7.35)	NA	C	N	C	C	N	C	C	C	N	N	N
Single-Family Detached (Sec. 11:7.35)	NA	C	N	C	C	N	C	C	C	N	N	N
Manufactured Housing, Residential Designed (Sec. 11:7.35)	NA	C	N	C	C	N	C	C	C	N	N	N
Manufactured Housing, Standard Designed (Sec. 11:7.35)	NA	C	N	C	C	N	C	C	C	N	N	N
Accessory Uses to Residential Uses												
Bathhouses and Cabanas	NA	P	P	P	P	P	P	P	P	N	N	N
Domestic Animal Shelters	NA	P	P	P	P	P	P	P	P	N	N	N
Non-Commercial Greenhouses	NA	P	P	P	P	P	P	P	N	N	N	
Private Garage and Carport	NA	P	P	P	P	P	P	P	P	N	N	N
Storage Building	NA	P	P	P	P	P	P	P	P	N	N	N
Swimming Pool, Tennis Courts	NA	P	P	P	P	P	P	P	P	N	N	N
Auxiliary Shed, Workshop	NA	P	P	P	P	P	P	P	P	N	N	N
Home Occupation (Article 11:7.34)	NA	C	C	C	P	C	C	C	C	N	N	N
Horticulture, Gardening	NA	P	P	P	P	P	P	P	P	N	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Family Day Care Home	NA	P	P	P	P	P	P	P	P	N	N	N
Satellite Dishes, etc.	NA	P	P	P	P	P	P	P	P	N	N	N
Accessory Uses to Non-Residential Uses												
Buildings, Structures, Lift Stations, etc. (Article 11:7.35)	NA	N	N	C	C	C	C	P	P	P	N	C
Open Storage (Article 11:7.36)	NA	N	N	N	N	C	N	C	C	C	C	C
Temporary Uses												
All Temporary Uses; Non-Residential (Article 11:7.37)	NA	C	C	C	C	C	C	C	C	C	C	C
Temporary Accessory Dwelling Unit (Article 11:7.38)	NA	C	C	C	C	C	C	C	C	N	N	C

5. Amend Article 7:3, Table 1, *Yard and Setback Requirements*, to add lot size, lot width, and setback requirements for RP-10 and VC zoning districts and increase minimum lot widths in the Residential, Community Commercial, General Commercial, Industrial Development, and Mixed Business zoning districts, amended so as to read as follows:

**Table 1:
Schedule of Lot Area, Yard, Setback, and Density By District**

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

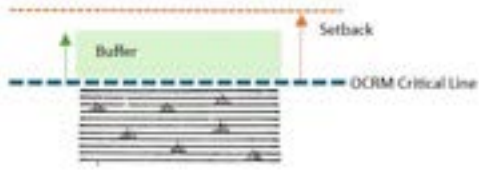
**These standards may be modified for subdivisions approved in accordance with the development standards set forth in Article 12.9, Open Space Subdivisions.

	Multi-Family, Single-Family and Nonresidential Uses											Patio	Duplex	Townhome
	R	RP	RP-10**	RC	VC	CC	GC	ID	RE	MB	All Districts			
Minimum Yard and Building Setback (feet)														
Minimum lot width	50 100	200	200	200	50 100	80 100	80 100	90 100	200	90 100	Minimum lot width	45	50	20
<i>Front</i>														
Major Street (Multi-Lane)	60	60	60	60	60	60	60	60	200	60	Major Street (Multi-lane)	60*	60*	60*
Major Street (Two-lane)	35	45	45	45	35	35	35	45	200	45	Major Street (Two-lane)	35	35	35
Minor Street	25	25	25	25	25	25	25	25	160	25	Minor Street	25	25	20
<i>Side</i>														
Residential	10	25	25	50	5	5	5	N/A	N/A	N/A	Interior	N/A	0	0
Non-residential	10	25	25	50	5	5	5	10	100	10	Street-side/Exterior	5	10	5
<i>Rear</i>														
Residential	25	25	25	100	10	10	10	N/A	100	N/A	Residential	20	20	5
Non-residential	40	50	50	150	10	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.														
**These standards may be modified for subdivisions approved in accordance with the development standards set forth in Article 12.9, Open Space Subdivisions.														

6. Amend Article 7:4, Riparian Buffers, to add language to provide a setback from the riparian buffer requirements and amend the buffer widths in the riparian buffer and setback table, to read as follows:

A riparian buffer shall be provided along tidelands, wetlands, streams and rivers. Buffers and setback lines are measured from OCRM designated critical lines for tidelands; delineation lines for wetlands; and from stream banks and river banks. Setbacks are inclusive of the required buffer

area. For example, an individual dwelling unit requires a 50' undeveloped buffer from the OCRM critical line and an additional 10' setback for the building (a total of 60' setback from the OCRM critical line).



The buffer area shall remain undeveloped, except for piers, docks and pervious access paths to the water or wetlands bank. Any disturbance of the buffer area shall adhere to OCRM's Best Management Practices (BMPs). Riparian buffers shall also be in accordance with any applicable state and federal regulation.

Buffer widths are based on land use. In the event that a setback standard in section 7:3 is less than the required buffer width, the required buffer regulation applies.

Riparian Buffer and Setback Table

	BUFFER	SETBACKS			
Water Resource		Individual Dwelling Unit	Single-Family Residential Development	Multi-Family Residential	Non-Residential
Critical Area (Coastal Waters, Tidelands, Marshes, Beach/Dune System)	50'*	15' 60'	25' 60'*	100'*	100'*
Jurisdictional Freshwater Wetlands Saltwater or Freshwater	20'*	15' 30'	25' 50'*	50'*	50'*
Non-Jurisdictional Freshwater Wetlands Saltwater or Freshwater	20'*	15' 30'	25' 50'*	50'*	50'*
Rivers, Streams (non-critical area)	50'	15' 60'	50'	100'	100'
The above setbacks are total average widths; with widths not to be less than 15-10 feet for a 25 20-foot buffer, 20 feet for a 35 foot buffer, and 30 feet for a 50-foot buffer.					
* Buffer requirement may be waived or reduced if applicant provides an OCRM land disturbance permit and/or approved wetland mitigation plan as part of a PDD, Subdivision or Development Plan submittal.					

See Section 8.9 for additional buffer requirements within the Euhaw/Okeetee Cultural Heritage Overlay District.

Maintenance within a riparian buffer will adhere to the following limitations:

1. Trees can be limbed up to 15 feet.
2. Under brush can be cleared down to no less than four inches above grade.
3. Unprotected trees under three-inch caliper can be cut.

Uses Allowed Between Building Setback and River Buffer. The area located between the building setback and river buffer is called the transitional buffer. The purpose of this buffer is to allow for a construction envelope between the building and river buffer for the river buffer to be protected from construction damage. The following uses are permitted within the transitional buffer once construction is completed:

1. Residential - playgrounds, fire pits, outdoor furniture, pervious hardscapes, uncovered decks, pools, etc.
2. Non-Residential - picnic shelters, pervious hardscapes such as sidewalks and patios, etc.

7. Amend Article 7, *Primary Districts*, to add a new section to the end of Article 7, **Article 7:6, *Village Commercial Design Standards*, as amended so as to read as follows:**

7:6. Village Commercial Design Standards

7:6.1. *Intent.* The architectural design of retail and commercial buildings must consider the desire of Jasper County to create and enhance the community's image. Jasper County's identity and sense of place will be strengthened through thoughtful design and development, reflecting the Lowcountry vernacular.

7:6.2. *Architectural design and materials.* Generally, architectural design shall contribute to the sense of place of Jasper County and reflect designs, materials, and colors historically present in the region. Building elevations must consider the surrounding area and further enhance community character. Lowcountry architecture is rooted in practicality, climate responsiveness, and a sense of place.

1. *Size:* Commercial buildings shall generally be limited to 2,500 square feet of heated floor area.
2. *Design Principles:*
 - a. *Proportion and Order:* Proper proportions are essential for timeless architecture. Buildings should adhere to human scale, emphasizing vertical proportions. Elements should generally be taller than they are wide.
 - b. *Exterior Walls:* Lowcountry buildings feature raised foundations, deep porches, and simple elegance. Materials should create strong textures and shadow lines.
 - c. *Porches and Balconies:* Deep porches are iconic in Lowcountry design. They provide shade, encourage outdoor living, and foster community interaction.
 - d. *Window and Shutter Design:* Windows should be vertically proportioned, reflecting the human scale. Shutters, if used, should be functional and appropriately sized.
 - e. *Entry and Door Design:* Entryways play a significant role in Lowcountry design. They should be welcoming and well-proportioned. Doors can be solid wood or glass, reflecting the overall style.
 - f. *Roofs:* Roofs should complement the building's proportions. Gabled, hipped, or shed roofs are common. Metal roofing is practical and adds character.
 - g. *Fences, Walls, & Gates:* Fences and walls define property boundaries. They can be decorative or functional. Gates should be well-designed and in harmony with the overall aesthetic.

- h. Accessory buildings: Outbuildings, such as sheds or storage areas, should blend seamlessly with the main house. Their design should follow the same principles as the primary structure.*
- i. Trim: Trim details, such as cornices, moldings, and brackets, enhance the overall appearance. Simplicity and craftsmanship are defining elements of Lowcountry buildings.*
- 3. *Siding:* Wood clapboard, wood board and batten, wood shingle siding, brick, natural stone, stucco, tabby, faced concrete block, and any artificial siding material which closely resembles the natural materials listed above. Siding may be left natural or painted, stained or, in the case of wood, weathered.
- 4. *Roofs:* Wood shingles, slate shingles, multi-layered asphalt shingles, metal raised seam or tiles.
- 5. *Features:* Pitched roofs, roof overhangs, covered porches, canopies, awnings, trellises, gazebos, and open wood fences.
- 6. *Colors:* Earth tones (greens, tans, light browns, terra cotta, etc.), grays, pale primary and secondary colors (less than 50 percent color value), white cream tones, and the like. Dramatic accent colors, such as reds or blues, shall be avoided.
- 7. *Fencing.* Fencing shall be of durable construction using quality material (i.e., brick, stone, other masonry, wood, metal, or any combination thereof) and complimentary to the building design and materials. The finished side of the fence shall face the corridor right-of-way or other adjacent property. Chain link welded or woven wire, and other similar fencing are not permitted. Such fencing may be permitted for temporary use during construction and site development provided it is removed or replaced with compliant material upon completion of construction. This requirement is for aesthetic purposes only and is not associated with building code requirements or standards.
- 8. *Outdoor Storage.* All outdoor storage areas shall be located to the side or rear yard and shall be screened with a wooden fence or masonry wall, complimentary to the building design and materials, which is at least eight feet (8') high. One (1) evergreen shrub, with a mature growth of at least 8' in height, shall be installed for every five (5) linear feet of fence or wall on the side of the fence or wall facing a neighboring property or public right-of-way. The minimum shrub shall be a minimum of 5 gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
- 9. *Additional requirements.*
 - a. The primary building façade shall face the street. When located on a corner, the primary façade shall face the higher order street.
 - b. All sides of all buildings are to be treated with the same architectural style, materials, and details as the primary façade.
 - c. A single building or development or multiple buildings within a development must maintain a consistent architectural theme. Architectural design, building materials, colors, forms, roof style and detailing should all work together to express a harmonious and consistent design. This includes gasoline pump canopies or other accessory structures.
 - d. Building elements must not function as signage. The appearance of “franchise architecture”, where the building functions as signage is prohibited. Incorporation of franchise or business design elements unique or symbolic of a particular business must be inobtrusive and secondary to the overall architectural design.

- e. Access ways and parking lots shall be paved or, at the discretion of the Planning Director, may be surfaced using low-impact, contextual materials. Parking shall generally be located to the side of the building.

10. *Exterior materials and features prohibited:*

- a. Plywood, cinderblock, unfinished poured concrete, unfaced concrete block, plastic and/or metal.
- b. Partial (less than three sides) mansard roofs, flat roofs without a pediment, unarticulated roofs having a length exceeding 50 feet.
- c. Unarticulated facades having a length exceeding 50 feet.
- d. Incongruous architectural details or color contrasts as determined by the DSR or BZA.
- e. Chain link or woven metal fences.
- f. Reflective materials, including highly reflective glass. Window painting or view-blocking techniques are generally not permitted.

Design elements that may function as signage, roof lights, exposed neon lighting, exposed neon signage, illuminated trim of buildings or building elements, translucent awnings or illumination of translucent awnings, or any other undesirable design element, as determined by the DSR.

11. *Screening.*

- a. Mechanical equipment should not be located on the roof of a structure unless the equipment can be screened. The mechanical equipment should be clustered as much as possible. All rooftop equipment must be painted to match the surrounding rooftop color, if anticipated to be visible from any existing or future surrounding building, property or street. All mechanical equipment such as compressors, air conditioners, communications equipment, and any other type of mechanical equipment must be screened on all sides to full height by building parapet walls or other building elements that appear as integral elements of the overall building design, unless approved otherwise by the DSR.
- b. Ground level mechanical equipment shall be screened with landscaping and architectural walls using materials compatible with the building.
- c. Loading, service, and trash areas must be screened with walls that match the building materials and colors. Screen walls must be of sufficient height to fully screen utility areas from public view.

8. **Amend Jasper County Zoning Ordinance, Article 8, *Special Purpose Districts***, to add a new section at the end of Article 8, **Article 8:9, *Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD)*** to include use regulations and design standards, as amended so as to read as follows:

8:9. Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD).

8:9.1. *Purpose and intent.* The purpose of the Euhaw Cultural Heritage District is to maintain the rural character of the area, protect important historic and cultural resources, and minimize the impacts of development on surrounding water resources, particularly the Broad River. Development in this area should respect the existing conditions and minimize the visual impact of buildings on the area through careful site planning, maintaining and enhancing existing vegetation, and vernacular building design.

8:9.2. *Application.* The ECHOD shall apply to all land within the Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD) as indicated on the official zoning map of Jasper County.

Unless a deviation from such restrictions are provided elsewhere in this section 8:9, property within the ECHOD shall be required to adhere to all provisions of the Jasper County Zoning Ordinance and Land Development Regulations otherwise applicable within the underlying zoning district.

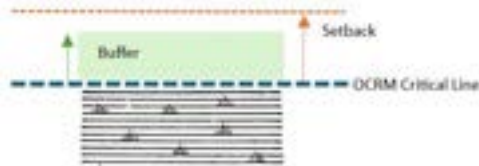
8:9.3. *Use Regulations:* Uses shall be governed by the underlying zoning district. Within the Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD), zoning map amendments shall be evaluated within the following criteria:

1. No property shall be rezoned to a nonresidential district unless it is located at the intersection of a state highway or major roadway with another existing street with access provided by the lower-order street.
2. No property shall be zoned to Residential (R) unless designated in a Transition Zone according to the Future Land Use Map.

8:9.4 *Design and development standards.*

1. *Riparian Buffers*

A riparian buffer shall be provided along tidelands, wetlands, streams and rivers. Buffers and setback lines are measured from OCRM designated critical lines for tidelands; delineation lines for wetlands; and from stream banks and river banks. Setbacks are inclusive of the required buffer area, as shown in the graphic below.



The buffer area shall remain undeveloped, except for piers, docks and pervious access paths to the water or wetlands bank. Any disturbance of the buffer area shall adhere to OCRM's Best Management Practices (BMPs). Riparian buffers shall also be in accordance with any applicable state and federal regulation.

Riparian Buffer and Setback Table

Water Resource	Individual Septic Tank and Drain Field	Engineered Wastewater Treatment System	Primary Structure Buffer	Primary Structure Setback	Accessory Building (under 750 square feet) Setback
Critical Area (Coastal Waters, Tidelands, Beach/Dune System)	200'	2000'	75'	100'	85'
Jurisdictional Wetlands, Saltwater or Freshwater	200'	2000'	50'	75'	80'
Non-Jurisdictional Wetlands, Saltwater or Freshwater	200'	2000'	50'	75'	80'

Rivers, Streams, including stormwater management facilities such as ditches and swales which discharge into the Broad River and/or its tributaries	200'	2000'	75'	100'	85'
--	------	-------	-----	------	-----

2. *Requirements for lots served by septic tanks*

- a. Minimum lot size required. For properties not served by public sewer, no new lot shall be created after the [EFFECTIVE DATE] smaller than one acre in size. For lots with a second dwelling unit, the minimum lot size shall be two acres.
- b. Septic Reserve Area required. Properties within the ECHOD are required to demonstrate an area of the property which is to remain undeveloped for use as a septic reserve area (SRA). The SRA must be shown as a part of the septic system prior to the issuance of a building permit. Lots of record as of [EFFECTIVE DATE] may be exempt from this requirement at the discretion of the DSR.
- c. The distance between the septic tank drain field and ground water shall be a minimum of twenty-four (24) inches.

3. *Access management*

It is in the best interest of Jasper County to manage access along roadways in the interest of maintaining roadway safety and capacity. Reduction of access points to the corridor is required to the maximum extent possible. The following shall apply:

- a. Consolidation of Access Points:
 - i. Driveway and/or other access separation along the corridor shall be in accordance with the SCDOT, Access and Roadside Management Standards. In no event, however, shall residential driveways and non-residential full-access curb cuts be permitted at spacing less than as follows:
 - 1. Principal Arterial road: 1,500 feet
 - 2. Minor Arterial road: 1000 feet
 - 3. Major Collector road: 800 feet
 - 4. Minor Collector road: 400 feet
 - 5. Residential/Subcollector road: 200 feet
 - ii. Shared driveways between two or more parcels shall be required where there is not a conflict in use and a shared driveway is not restricted by topography or other existing site features. Shared driveways shall require mutually executed shared access agreements; and
 - iii. Unless restricted by topography or other natural site features, adjoining parking lots serving non-residential buildings of non-conflicting use shall be connected and shall require mutually executed shared access agreements.
- b. Stub Outs:
 - i. Where an undeveloped adjacent parcel exists, a stub out or cross-access easement for future stub out, shall be required to allow for connection to future parking and/or shared driveways; and

- ii. Where a developed adjacent parcel exists, existing stub outs shall be utilized.

4. *Stormwater Management*

- a. The SoLoCo stormwater management standards shall be applicable to all new residential subdivisions and nonresidential developments within the ECHOD. This standard shall be reviewed to determine if this standard creates unreasonable hardships on landowners within this district within 18 months of the adoption date of this ordinance.

5. *Nonconforming lots.*

If a lot of record at the time of adoption of this ordinance does not contain sufficient land area and/or lot width to meet the minimum lot size requirements of the ECHOD, such lot may be used for a residential use, as a building or placement site for a structure permitted in the district provided the following:

- a. There is conformance to the minimum yard setback requirements set forth in this ordinance for the district in which the use is located.
- b. All other standards of the ordinance are met.

9. **Amend Article 11.7, *Industry Specific Conditional Use Regulations***, to add conditions for horses to be allowed conditionally in the Residential zoning district, add conditions for gasoline stations to be allowed conditionally in the Village Commercial zoning district, re-number section 11:7.10, and add “village commercial” district to the conditions for manufactured housing, as amended so as to make changes to the sections outlined below:

11:7, Industry Specific Conditional Use Regulations

11:7.3.A. Sector 1129: Animal specialties.

- 1. The parcel size shall be a minimum of two acres.
- 2. The number of animals permitted shall be limited to no more than one per every one-half acre.
- 3. Horse stables shall be a minimum of 100 feet from any residential property line. No corral or riding area shall be permitted within 25 feet of any residential property line.

11:7.10.A. Sector 447: Gasoline Stations.

- 1. No more than two (2) single or double-sided fuel pumps are permitted.
- 2. Fuel islands shall not be located in the front yard unless permitted by the BZA due to physical site limitations or constraints.

11:7.10.B. Sector 45393: Manufactured Home Dealers.

11:7.30.B. Manufactured housing in community commercial and village commercial. Where other residential care facilities are allowed as a conditional use, such uses shall meet the following requirements:

- 1. *The standards for manufactured housing in community commercial and village commercial districts shall be the same as the standards for manufactured housing and single-family housing in the residential district, including but not limited to lot area, setbacks, and densities, as if in the residential district.*
- 2. *For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.*

3. Any applicable overlay district requirement shall be applied.

10. Amend the Official Zoning Map of Jasper County so as to transfer the following properties from the Rural Preservation Zoning District to the Rural Preservation-10 (RP-10) Zoning District: 000-00-00-000; 060-00-05-036; 060-00-04-005; 062-00-09-040; 062-00-10-039; 086-00-01-002; 061-00-03-001; 062-00-09-002; 062-00-10-085; 063-00-06-001; 083-00-06-070; 084-00-01-005; 084-00-01-019; 084-00-01-043; 084-00-01-054; 084-00-01-066; 084-00-01-069; 084-00-01-070; 084-00-02-044; 084-01-00-001; 084-01-00-002; 084-01-00-003; 084-01-00-004; 084-01-00-005; 084-01-00-006; 084-01-00-007; 084-01-00-008; 084-01-00-009; 084-01-00-010; 084-01-00-011; 084-01-00-012; 084-01-00-013; 084-01-00-014; 084-01-00-015; 084-01-00-016; 084-01-00-017; 084-01-00-018; 084-01-00-019; 084-01-00-020; 084-01-00-021; 084-01-00-022; 084-01-00-023; 084-01-00-024; 084-01-00-025; 084-01-00-026; 084-01-00-027; 084-01-00-028; 084-01-00-029; 084-01-00-030; 084-01-00-031; 084-01-00-032; 084-01-00-033; 084-01-00-034; 084-01-00-035; 084-01-00-036; 084-01-00-037; 084-01-00-038; 084-01-00-039; 084-01-00-040; 084-01-00-041; 084-01-00-042; 084-01-00-043; 084-01-00-044; 084-01-00-045; 084-01-00-046; 084-01-00-047; 084-01-00-048; 084-01-00-049; 084-01-00-050; 084-01-00-051; 084-01-00-052; 084-01-00-053; 084-01-00-054; 084-01-00-055; 084-01-00-056; 084-01-00-057; 084-01-00-058; 084-01-00-059; 084-01-00-060; 084-01-00-061; 084-01-00-062; 084-01-00-063; 084-01-00-064; 084-01-00-065; 084-01-00-066; 084-01-00-067; 084-01-00-070; 084-01-00-071; 084-01-00-072; 084-01-00-073; 085-00-01-005; 085-00-01-013; 085-00-01-053; 085-00-01-056; 085-00-02-002; 085-00-02-057; 085-00-03-010; 085-00-03-035; 085-00-03-054; 085-00-06-028; 085-00-08-006; 085-00-08-026; 085-08-00-021; 086-00-01-029; 086-00-01-031; 086-00-01-032; 086-00-01-035; 086-00-01-045; 086-00-02-046; 086-00-02-051; 086-00-02-060; 086-00-04-001; 086-00-04-002; 086-00-04-010; 086-00-04-020; 086-00-04-021; 086-00-04-022; 086-00-04-023; 086-00-04-024; 086-00-05-001; 087-00-01-001; 087-00-01-002; 087-00-02-001; 087-00-02-002; 087-00-03-001; 087-00-03-002; 087-00-03-014; 087-00-03-015; 087-00-03-016; 087-00-09-007; 087-00-09-014; 087-00-09-016; 087-00-09-017; 087-00-09-022; 087-00-09-023; 087-00-09-031; 087-00-09-045; 087-00-09-048; 088-00-01-001; 088-00-02-011; 092-00-00-001; 094-00-00-049; 094-00-00-062; 094-00-00-076; 094-00-00-118

11. Amend the Official Zoning Map of Jasper County so as to transfer the following properties from the Community Commercial Zoning District to the Village Commercial Zoning District: 063-30-03-004; 063-30-03-006; 063-30-03-007; 063-30-03-008; 063-30-03-009; 063-30-03-015; 063-30-03-016; 063-30-03-017; 063-30-03-018; 063-30-03-019; 063-30-03-020; 063-30-03-021; 063-30-03-023; 063-30-03-024; 063-41-02-050; 084-00-01-033; 084-00-02-065; 084-00-03-006; 084-00-03-008; 084-00-03-009; 085-00-06-002; 085-00-06-003; 085-00-06-004; 085-00-06-006; 085-00-06-007; 085-00-06-008; 085-00-06-055

12. Amend the Official Zoning Map of Jasper County so as to transfer the following properties from the Community Commercial Zoning District to the Residential

Zoning District: 084-00-01-034; 084-00-01-035; 084-00-01-036; 084-00-01-073; 084-00-02-047; 084-00-02-048; 084-00-02-049; 084-00-02-050; 084-00-03-001; 084-00-03-002; 084-00-03-003; 084-00-03-007; 084-00-03-010; 084-00-03-013; 084-00-03-014; 085-00-06-001; 087-00-05-022; 087-00-06-001; 087-00-06-002; 087-00-06-003; 087-00-06-005; 087-00-06-006; 087-00-06-007; 087-00-06-008; 087-00-06-009; 087-00-06-010; 087-00-06-011; 087-00-06-015; 087-00-06-016; 087-00-07-004

13. Amend the Official Zoning Map of Jasper County so as to transfer the following properties from the General Commercial Zoning District to the Village Commercial Zoning District: 083-00-04-021; 083-00-04-022; 083-00-04-023; 083-00-04-024; 083-00-04-025; 083-00-04-026

14. Amend the Official Zoning Map of Jasper County so as to transfer the following properties from split zone Industrial Development District and Rural Preservation Zoning District to the Rural Preservation-10 (RP-10) Zoning District: 027-00-02-034; 086-00-01-002; 061-00-03-001; 087-00-03-002

15. Amend the Official Zoning Map of Jasper County so as to transfer the following properties from Rural Preservation Zoning District to the Residential Zoning District: 062-00-09-001; 062-00-09-006; 062-00-10-110; 063-39-04-034; 063-40-02-003; 063-40-02-007; 063-40-02-008; 063-40-02-009; 063-40-02-010; 063-40-02-011; 063-40-02-012; 063-40-02-013; 063-40-02-014; 084-00-01-015; 084-00-01-044; 084-00-01-050; 084-00-01-052; 084-00-01-053; 084-00-01-055; 084-00-01-061; 084-00-01-062; 084-00-01-068; 084-00-01-072; 085-00-03-052; 085-00-03-053; 085-00-03-055; 085-00-03-056; 085-00-03-057; 085-00-03-059; 086-00-01-004; 086-00-01-006; 086-00-01-050; 086-00-01-051; 086-00-01-052; 086-00-02-052; 086-00-02-053; 086-00-02-054; 086-00-02-055; 086-00-02-057; 086-00-02-059; 086-00-02-062; 086-00-02-063; 086-00-02-064; 086-00-02-065; 086-00-02-066; 086-00-02-067; 086-00-02-068; 086-00-02-069; 086-00-04-025; 086-00-04-026; 087-00-09-013; 087-00-09-049; 087-00-09-051; 087-00-09-052; 087-00-09-053; 087-00-09-058; 087-00-09-059; 087-00-09-060; 094-00-00-076; 094-00-00-106; 094-00-00-119; 094-00-00-120; 094-00-00-129

16. Amend the Official Zoning Map of Jasper County so as to depict the Euhaw/Okeetee Cultural Heritage Overlay District as shown on the map in Exhibit A.

17. Pending Ordinance Effective Date. Applications for permits, plats or permissions of sufficient form and content and substantially complete as determined by the County staff, received by the County prior to June 20, 2023, may be reviewed and processed by the County. Otherwise, the provisions of this Ordinance shall be effective under the pending ordinance doctrine from the date of approval of the first reading and the announcement of Council intention to hold a public hearing, and any permit, application or plat accepted for filing by the Department of Development Services will be deemed in error, null and void and of no effect whatsoever.

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

19. This Ordinance shall take effect upon approval by Council.

L. Martin Sauls IV
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: 2024 _____

First Reading: July 15, 2024

Second Reading: _____

Public Hearing: _____

Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting
on June 25, 2024 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

ARTICLE 5. ZONING DISTRICT REGULATIONS

5:1. Establishment of zoning districts.

For purposes of this ordinance, the following zoning districts are hereby established:

PRIMARY DISTRICTS	
R	Residential
RP	Rural Preservation
<u>RP-10</u>	<u>Rural Preservation (10)</u>
RE	Resource Extraction
RC	Resource Conservation
<u>VC</u>	<u>Village Commercial</u>
CC	Community Commercial
GC	General Commercial
ID	Industrial Development
MB	Mixed Business

SPECIAL PURPOSE DISTRICTS	
PDD	Planned Development Districts
FHOD	Flood Hazard Overlay Districts
ACOD	Airport Compatibility Overlay Districts
LLOD	Levy-Limehouse Overlay District
HCOD	Highway Corridor Overlay District
IPOD	Interstate Proximity Overlay District
SFFZ	Solar Farm Floating Zone
GCOD	Gateway Corridor Overlay District
<u>ECHOD</u>	<u>Euhaw/Okeetee Cultural Heritage Overlay District</u>

(Ord. No. 09-12, § 5, 5-4-09; Ord. No. 11-24, § 1, 9-6-11; Ord. No. 12-10, § 1, 6-18-12; Ord. No. 16-13, § 2, 7-18-16; Ord. No. 17-04, § 1, 4-17-17)

5:2. Purpose of districts.

Collectively, these districts are intended to advance the purposes of this ordinance, as stated in the preamble. Individually, each district is designed and intended to accomplish the following more specific objectives.

5:3. Primary districts.

R RESIDENTIAL DISTRICT

The purpose of this district is to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.

RP RURAL PRESERVATION DISTRICT

The intent of this classification is to preserve, sustain, and protect from suburban encroachment rural areas and resources, particularly forest and agricultural, and maintain a balanced rural-urban environment.

The retention of open lands, woodlands, plantations, and farmlands, which make up a large part of this area, are essential to clean air, water, wildlife, many natural cycles, and a balanced environment, among other things. Even more essential from an economic perspective are the agricultural lands and farming operations in this area. Also provided by this district is a rural environment of larger acreage lots.

RP-10 RURAL PRESERVATION DISTRICT

The intent of this classification is to preserve, sustain, and protect from suburban encroachment rural areas and resources, particularly forest and agricultural, and maintain a balanced rural-urban environment.

The retention of open lands, woodlands, plantations, and farmlands, which make up a large part of this area, are essential to clean air, water, wildlife, natural cycles, and a balanced environment, among other things. This district is intended to promote a rural environment of larger acreage lots.

RE RESOURCE EXTRACTION

The intent of this classification is to protect, preserve, sustain, and protect activities which specifically extract or harvest natural resources for commercial or industrial purposes, such as mining, excavations, excavation operations and activities, while concurrently ensuring protection of the health, safety, welfare of nearby residents and the value of nearby property. The resource extraction district will protect economically important mineral resources of the county for current and future use and will protect existing land uses adjacent to potential mineral lands from undue harm that may result from mineral extraction activity.

Businesses extracting resources are essential activities that may present unique challenges when considering adjacent properties and protection of public health, safety and welfare. However, it is intended that this zoning classification only apply to those portions of the county where the potential for conflict between adjacent current and future land uses and the mineral extraction activities are minimal. Any zoning map amendment to designate a property as RE should be carefully considered by assessing the following factors, including but not limited to: impact on environmentally sensitive areas and critical natural resources; impact on health, safety and welfare of the county residents; impact on the character of existing communities; impact on adjacent land value; traffic generation and potential mitigation; and any other factor considered essential to address.

RC RESOURCE CONSERVATION DISTRICT

The purpose of this district is to protect from misuse and to ensure for future generations the county's environmentally sensitive, wetlands, marshes, rivers, creeks, and other natural resources critical to the ecosystems they support, however, the above is not intended to discourage quality development.

Due to the fragile nature of these resources, development standards for this district generally are more rigid than elsewhere in the county, requiring closer attention to the environment, and mitigation of land disturbing activity which would negatively impact such resources.

VC VILLAGE COMMERCIAL

The intent of this classification is to allow for small-scale retail and other commercial uses, typically located at or near roadway intersections, intended to primarily meet the needs of residents in the nearby communities. The design of village commercial uses should reflect vernacular building designs associated with the South Carolina Lowcountry.

CC COMMUNITY COMMERCIAL

The intent of this district is to provide commercial nodes and more diverse housing options in convenient and strategic locations of the county to meet "community needs, and to encourage clustering ~~commercial~~

development as opposed to strip commercial development and commercial sprawl. Community commercial areas are intended to provide adequate, logically placed and convenient locations for commercial establishments in relation to residential housing and to minimize trip generation for those living in ~~zoned rural preservation~~more rural areas of Jasper County.

GC GENERAL COMMERCIAL DISTRICT

This district is intended to support large commercial development(s) in major unincorporated areas of Jasper County, such as Point South, ~~during the time span of the county's comprehensive plan, to the year 2015~~. This district is projected to have most public facilities and infrastructure in support of urban development such as schools, sewer, water, streets, etc., and as such is intended to provide the regulations and capital improvements which will support new development. It consists of areas where development logically should locate as a consequence of planned public facilities and associated capital expenditures. District regulations permit limited development of generally suburban character, providing for a full range of commercial, institutional, industrial and residential uses.

ID INDUSTRIAL DEVELOPMENT DISTRICT

The intent of this district is to accommodate certain industrial uses which, based on their operational characteristics, are incompatible with residential, social, medical, and commercial environs. As a result, the establishment of such districts shall be restricted to areas geographically removed or buffered from such environs, and the operations of such uses monitored by performance standards to ensure environmental compatibility.

MB MIXED BUSINESS DISTRICT

The purpose of this district is to provide suitable locations for a mixture of commercial and low-intensity industrial uses at key nodes and corridors throughout the county. Mixed business locations are generally located along major thoroughfares in centers where existing development is located and provide good access to transportation routes. Intense manufacturing operations are not allowed in this district and specific development standards are in place to protect neighboring land uses, including residential properties.

(Ord. No. 09-12, § 6, 5-4-09; Ord. No. 11-24, § 2, 9-6-11)

5:4. Special purpose districts.

PDD PLANNED DEVELOPMENT DISTRICT

The intent of the Planned Development District is to encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare.

Within the PDD, regulations adapted to unified planning and development are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree than where such regulations are designed to control unscheduled development on individual level or tracts, promote economical and efficient land use, provide an improved level of amenities including open spaces, foster a harmonious variety of uses, encourage creative design, and produce a better environment.

In view of the substantial public advantage of "planned development", it is the intent of these regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, including large undeveloped tracts.

FHOD FLOOD HAZARD OVERLAY DISTRICTS

The intent of the flood hazard overlay district is to protect human life and health, minimize property damage, encourage appropriate construction practices, and minimize public and private losses due to flood conditions by

requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.

Additionally, this overlay district is intended to help maintain a stable tax base by providing for the sound use and development of flood-prone areas and to ensure that potential home buyers are notified that property is in a flood area. The provisions of this overlay district are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, street and bridges located in the floodplain, and prolonged business interruptions; and to minimize expenditures of public money for costly flood control projects and rescue and relief efforts associated with flooding.

ACOD AIRPORT COMPATIBILITY OVERLAY DISTRICT

The intent of the airport compatibility overlay district is to protect the dual interests of airports and neighboring land uses, and to promote the use and development of land in a manner that is compatible with the operation and use of an airport so as to protect the public investment in, and benefit provided by the facility to the region. The overlay district also protects the public health, safety, convenience, and general welfare of citizens who utilize the facility or live and work in the vicinity by preventing the creation or establishment of obstructions or incompatible land uses that are hazardous to the airport's operation or the public welfare. In general, the overlay district shall:

1. Protect and promote the general health, safety, economy, and welfare of airport environs.
2. Prevent the impairment and promote the utility and safety of airports.
3. Promote land use compatibility between airports and surrounding development.
4. Protect the character and stability of existing land uses.
5. Enhance environmental conditions in areas affected by airports and airport operations.
6. Prohibit noise sensitive uses within locations around the airport that are impacted by aircraft-related noise.
7. Protect the functional integrity of the airport by prohibiting land uses that are negatively affected by the higher levels of noise generated by aircraft operations.
8. Protect airport operations and reduce conflicts between aircraft and structures by requiring height limits within certain distances of the airport facilities.

LLOD LEVY-LIMEHOUSE OVERLAY DISTRICT

The intent of the Levy-Limehouse Overlay District is to provide the residents of this unique unincorporated community the ability to subdivide parcels, as though they were within a municipality, parcels which are smaller in size than that allowed by the underlying zoning district(s).

HCOD HIGHWAY CORRIDOR OVERLAY DISTRICT

The intent of the highway corridor overlay district is to provide additional buffering protection along frontage properties in special growth areas in accordance with the Jasper County Comprehensive Plan.

IPOD Interstate Proximity Overlay District

The purpose and intent of the IPOD is to promote a flexible mix of industrial and commercial highway interchange appropriate uses. The county recognizes that certain areas of the county are areas of economic importance based upon the availability of infrastructure, proximity to energy, utilities and transportation are critical. The IPOD adds an extra layer of land use regulation over the underlying zoning, which allows increased flexibility in land use, exempts certain provisions of this ordinance, and adds safeguards to ensure proper industrial and commercial growth.

SFFZ Solar Farm Floating Zone

The purpose and intent of the Solar Farm Floating Zone (SFFZ) is to promote the use of solar energy as a source of electricity and facilitate the construction, installation, and operation of Solar Energy Systems (SES) in Jasper County in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands.

GCOD Gateway Corridor Overlay District

The purpose of the Gateway Corridor Overlay District (GCOD) is to promote an appropriate mix of commercial land uses that can coexist with residential land uses. Jasper County recognizes that infrastructure and transportation needs are critical and should be considered relative to connectivity, aesthetic appearance, and safety. The intent of the Gateway Corridor Overlay District is to provide overall design standards that will enhance the entrance into the county and discourage incompatible land uses that may detract from the image of this important gateway. The GCOD specifies the types of uses and additional development standards needed in this area which will have significant influence on the overall character and appearance of Jasper County.

ECHOD EUHAW/OKEETEE CULTURAL HERITAGE OVERLAY DISTRICT

The intent of the Euhaw/Okeetee Cultural Heritage District is to maintain the rural character of the area, protect important historic, cultural, and natural resources, and minimize the impacts of development on surrounding water resources, particularly the Broad River. Development in this area should respect the existing conditions and minimize the visual impact of buildings on the area through careful site planning, including maintaining and enhancing existing vegetation.

(Ord. No. 12-10, § 2, 6-18-12; Ord. No. 16-13, § 3, 7-18-16; Ord. No. 17-04, § 2, 4-17-17)

ARTICLE 6. USE REGULATIONS

6:1. Permitted use and conditional uses.

Principle uses shall be allowed within the base zoning districts of this ordinance in accordance with subsection 6.1 Table 1.

The North American Industry Classification System, 1997, is the basis for determining the use of property permitted by the various zoning districts. Where uncertainty exists relative to a given use not specifically listed by Table 1, the NAICS Manual should be consulted. In general, all uses listed by a given NAICS number and category should be construed as being permitted in the assigned zoning district, unless separately listed.

To aid in the use of Table 1, it is arranged by NAICS Sectors, followed by the uses and codes included in the respective sector:

- Sector 11: Agriculture, Forestry, Fishing and Hunting
- Sector 21: Mining
- Sector 22: Utilities
- Sector 23: Construction
- Sector 31—33: Manufacturing
- Sector 42: Wholesale Trade
- Sector 44—45: Retail Trade
- Sector 48—49: Transportation and Warehousing
- Sector 51: Information
- Sector 52: Finance and Insurance
- Sector 53: Real Estate and Rental and Leasing
- Sector 54: Professional, Scientific, and Technical Services
- Sector 55: Management of Companies and Enterprises
- Sector 56: Administrative and Support and Waste Management and Remediation Services
- Sector 61: Educational Services
- Sector 62: Health Care and Social Assistance
- Sector 71: Arts, Entertainment, and Recreation
- Sector 72: Accommodation and Food Services
- Sector 81: Other Services (except Public Administration)
- Sector 92: Public Administration

Uses and NAICS code references are displayed within the appropriate sector in numerical order, beginning with Sector 11 (Agricultural, Forestry, Fishing and Hunting) and running through Sector 92 (Public Administration).

Section 6.1—Table 1

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Sector 11: Agriculture, Forestry, Fishing and Hunting (Sec. 6:2.16)												
Agricultural Production, Crops	111	N	N	P	<u>P</u>	P	<u>N</u>	N	P	P	P	N
Agricultural Production, Livestock, Animals	112				-		-					
Livestock, Except Feedlots (Article 11:7.1)	112111	C	N	C	<u>C</u>	<u>P-C</u>	<u>N</u>	N	N	P	C	N
Feedlots	112112	N	N	N	<u>N</u>	<u>P-C</u>	<u>N</u>	N	N	N	N	N
Poultry and Eggs (Article 11:7.2)	1123	C	N	C	<u>C</u>	<u>P-C</u>	<u>C</u>	C	N	N	C	N
Animal Specialties (Article 11:7.3)	1129	C	N	C	<u>C</u>	P	<u>N</u>	N	N	N	C	N
Horses and Other Equine (Article 11:7.3.A)	11292	<u>P-C</u>	N	P	<u>P</u>	P	<u>N</u>	N	N	N	P	N
General Farms	11299	<u>P-N</u>	N	P	<u>P</u>	P	<u>N</u>	N	P	N	P	N
Fishing, Hunting, Trapping	1141-2	N	N	P	<u>P</u>	P	<u>N</u>	P	P	N	P	N
Agricultural Services	115	N	N	P	<u>P</u>	P	<u>N</u>	P	P	N	P	N
Forestry	11531	N	N	P	<u>P</u>	P	<u>P</u>	N	N	P	P	N
Sector 21: Mining and Mine Operation												
Mining (Article 11:7.4)	212	N	N	N	<u>N</u>	N	<u>N</u>	N	N	N	C	N
Sector 22: Utilities												
Electric, Gas, and Sanitary Services	221											
Electric	2211											
Generation	22111	N	N	N	<u>N</u>	P	<u>N</u>	N	P	P	N	N
Solar Electric Power Generation (Article 11:7.5A & 11:7.5B)	22114	C	C	C	<u>C</u>	C	<u>N</u>	C	C	C	C	C
Solar Farm (See Article 8:7)	22114											
Transmission	22112	P	P	P	<u>P</u>	P	<u>P</u>	P	P	P	N	P
Natural Gas Distribution	2212	P	P	P	<u>P</u>	P	<u>P</u>	P	P	P	N	P
Water Supply Systems	22131											
Storage/Treatment	22131	N	N	P	<u>P</u>	P	<u>N</u>	P	P	P	N	P
Transmission	22131	P	P	P	<u>P</u>	P	<u>P</u>	P	P	P	N	P
Sewerage Systems	22132											
Collection	22132	P	P	P	<u>P</u>	P	<u>P</u>	P	P	P	N	P
Treatment (Article 11:7.5)	22132	N	N	N	<u>N</u>	P	<u>N</u>	C	P	P	N	P
Sector 23: Construction												
Bldg. Construction-General Contract and Operative Builders	233	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Heavy Construction other than Building Construction-Contractors	234	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Special Trade Contractors (Article 11:7.6)	235	N	N	N	<u>N</u>	N	<u>N</u>	C	P	P	N	P
Sector 31-33: Manufacturing (Article 11:7.7)												
Food	311	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Beverage and Tobacco	312	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Textile Mills	313	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Textile Product Mills	314	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Apparel	315	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Leather and Allied Products	316	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Wood Products	321	N	N	N	<u>N</u>	<u>€N</u>	<u>N</u>	N	N	P	N	C
Paper	322	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Printing and Related Activities	323	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	C
Petroleum Products	324	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	N
Chemical Products	325	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	N
Plastic and Rubber Products	326	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	N
Nonmetallic Mineral Products	327	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Primary Metal	331	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Fabricated Metal Products	332	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Machinery	333	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Computer and Electronic Products	334	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Electrical Equipment, Appliances and Components	335	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Transportation Equipment	336	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Furniture and Related Products	337	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Miscellaneous Manufacturing	339	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Sector 42: Wholesale Trade (Article 11:7.8)												
Wholesale Trade-Durable Goods	421	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Used Motor Vehicle Parts, (Article 11:7.8)	421140	N	N	N	<u>N</u>	N	<u>N</u>	N	N	C	N	N
Recyclable Material, (Article 11:7.8)	42193	N	N	N	<u>N</u>	N	<u>N</u>	N	N	C	N	N
Junkyards (Article 18)		N	N	N	<u>N</u>	N	<u>N</u>	N	N	C	N	N
Wholesale Trade-Nondurable Goods	422	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Sector 44-45: Retail Trade												
Motor Vehicle and Parts	441	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Automobile Dealers (Article 11:7.9)	4411	N	N	N	<u>N</u>	N	<u>N</u>	C	P	P	N	P
Automotive Parts and Accessories Store (Article 11:7.9A)	441310	N	N	N	<u>N</u>	N	<u>N</u>	C	P	P	N	P
Furniture and Home Furnishings	442	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	P
Electronics and Appliances	443	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	P
Building Materials, Garden Supplies	444				-		-				N	
Lumber and Building Materials (Article 11:7.10)	4441	N	N	N	<u>N</u>	N	<u>P</u>	C	P	P	N	P
Lawn and Garden Equipment and Supplies Stores	4442	N	N	N	<u>N</u>	N	<u>P</u>	P	P	P	N	P
Food and Beverage Stores	445				-		-					
Grocery Stores	4451	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Convenience Stores	44512	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Specialty Stores	4452	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Fruit and Vegetable	44523	N	N	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Beer, Wine, and Liquor	4453	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Health and Personal Care	446	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Gasoline Stations (Article 11.7.10A)	447	N	N	N	<u>N</u>	N	<u>C</u>	P	P	P	N	N
Truck Stops	44719	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	N
Clothing and Accessory Stores	448	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Sporting Goods, Hobbies, Books, and Music	451	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
General Merchandise Stores	452	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Miscellaneous Retail	453	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Flea Markets	4533	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	P
Manufactured Home Dealers	45393	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	P
Non-Store Retailers	454	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	C
Fuel Dealers (Article 11:7.11)	45431	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Sector 48-49: Transportation and Warehousing												
Air Transportation (Article 8:3)	481	N	N	N	<u>N</u>	<u>EN</u>	<u>N</u>	N	C	C	C	N
Rail Transportation	482	N	N	N	<u>N</u>	N	<u>P</u>	P	P	P	N	C
Water Transportation	483	N	N	N	<u>N</u>	N	<u>P</u>	P	P	P	N	C
Truck Transportation	484	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	C
Used Household and Office Goods Moving (Article 11:7.11A)	484210	N	N	N	<u>N</u>	N	<u>N</u>	C	P	P	N	C
Transit and Ground Passenger Transportation	485	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	C
Pipeline for Transportation	486	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	C
Scenic and Sightseeing Transportation Storage	487	N	N	P	<u>N</u>	N	<u>N</u>	N	P	P	N	C
Support Activities for Transportation	488	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	C
U.S. Postal Service	491	N	N	P	<u>P</u>	N	<u>P</u>	P	P	P	N	P
Warehousing and Storage	493	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	C
Motor Vehicle Towing (Article 11:7.11B)	488410	N	N	N	<u>N</u>	N	<u>N</u>	N	C	C	N	C
Sector 51: Information												
Publishing Industries	511	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Motion Pictures and Sound Industries	512	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Motion Picture Theaters	512131	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	N
Broadcasting and Telecommunications	513	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Communication Towers and Ant. (Article 11:7.12)	5131	C	C	C	<u>C</u>	C	<u>C</u>	C	C	C	C	C
Information Services and Data Processing	514	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Libraries (Article 11:7.13)	51412	C	C	N	<u>N</u>	<u>P-N</u>	<u>P</u>	P	P	P	N	N
Sector 52: Finance and Insurance												
Banks	521	N	N	N	<u>N</u>	<u>P-N</u>	<u>N</u>	P	P	P	N	N
Credit Intermediation	522	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Pawn Shops	522298	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	N
Security and Commodity Contracts, and Financial Investments	523	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Insurance Carriers and Related Activities	524	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Funds, Trust, and Other Financial Vehicles	525	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Sector 53: Real Estate, Rental and Leasing												
Real Estate	531	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Mini-Warehouses (Article 11:7.14)	53113	N	N	N	<u>N</u>	N	<u>N</u>	N	C	P	N	C

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Rental and Leasing Services	532	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	P
Video Tape Rental	53223	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Sector 54: Professional, Scientific, and Technical Services												
Professional, Scientific, Technical Services	541	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Display Advertising - Signs	54185	See Article 15										
Veterinary Services	54194	N	N	N	<u>N</u>	<u>P-N</u>	<u>P</u>	P	P	N	N	P
Sector 55: Management of Companies and Enterprise												
Management of Companies and Enterprises	551	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Sector 56: Administrative and Support, Waste Management and Remediation Services												
Administrative and Support Services	561	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Repossession Services (Article 11:7.11B)	561491	N	N	N		N		N	C	C	N	C
Landscape Services	56173	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Waste Management Services	562											
Waste Collection (Article 11:7.15)	5621	N	N	N	<u>N</u>	N	<u>N</u>	N	N	C	N	N
Hazardous Waste Treatment and Disposal	562211	N	N	N	<u>N</u>	N	<u>N</u>	N	N	N	N	N
Solid Waste Landfill (Article 11:7.16)	562212	N	N	N	<u>N</u>	N	<u>N</u>	N	N	C	N	N
Solid Waste Incinerators (Article 11:7.17)	562213	N	N	N	<u>N</u>	N	<u>N</u>	N	N	C	N	N
Repossession Services (Article 11:7.11B)	561491	N	N	N	<u>N</u>	N	<u>N</u>	N	N	C	N	N
Material Recovery Facilities (Article 11:18)	56292	N	N	N	<u>N</u>	N	<u>N</u>	N	N	C	N	N
All Other Waste Management (Article 11:19)	56299	N	N	N	<u>N</u>	N	<u>N</u>	N	N	C	N	N
Sector 61: Educational Services												
Educational Services	611											
Elementary Schools	6111	P	N	P	<u>P</u>	N	<u>P</u>	P	P	N	N	N
Secondary Schools	6111	P	P	P	<u>P</u>	N	<u>P</u>	P	P	N	N	N
Jr. Colleges, Colleges, Universities, Professional Schools	6112-3	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Business Schools, Computer, and Management Training	6114-5	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Other Schools and Instruction (Article 11:7.19a)	6116	C	C	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Educational Support Services	6117	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	N
Sector 62: Health Care and Social Assistance												
Ambulatory Health Care Services	621	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Hospitals	622	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Nursing and Residential Care Facilities	623	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Nursing Care Facilities (Article 11:7.20)	6231	C	C	C	<u>C</u>	N	<u>P</u>	P	P	N	N	N
Community Care for Elderly (Article 11:7.21)	6233	C	C	C	<u>C</u>	N	<u>P</u>	P	P	N	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Other Residential Care Facilities (Article 11:7.21A)	623990	C	C	C	<u>C</u>	N	<u>P</u>	P	P	N	N	N
Social Assistance	624	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Individual and Family Services	6241	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Community, Food, and Housing and Emergency and Relief Services	6242	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Vocational Rehabilitation Services	6243	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Day Care Services (Article 11:7.22)	6244	C	C	C	<u>C</u>	N	<u>N</u>	C	C	C	N	N
Sector 71: Arts, Entertainment, and Recreation												
Performing Arts, Spectator Sports and Related Industries	711	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	N
Museums, Historical Sites, and Similar Institutions (Article 11:7.23)	712	N	N	C	<u>C</u>	C	<u>C</u>	P	P	N	N	N
Amusement, Gambling, and Recreation	713	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	N
Golf Courses and Country Clubs	71391	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Marinas (Article 11:7.24)	71393	C	C	P	<u>P</u>	P	<u>P</u>	P	P	P	N	N
Gun Club and Skeet Ranges (Article 11:7.25)	713990	N	N	C	<u>C</u>	C	<u>N</u>	N	C	N	N	N
Sector 72: Accommodation and Food Services												
Accommodations	721											
Hotels and Motels	72111	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Bed and Breakfast Inns (Article 11:7.26)	721191	C	C	C	<u>C</u>	C	<u>P</u>	P	P	N	N	N
Camps and Recreational Vehicle Parks (Article 11:7.27)	72121	N	N	C	<u>C</u>	C	<u>C</u>	C	C	N	N	N
Rooming and Boarding Houses, Dormitories, Group Housing	72131	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Eating Places	7221-3	N	N	P	<u>P</u>	N	<u>P</u>	P	P	P	N	N
Fast Food Restaurants		N	N	<u>P-N</u>	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Drinking Places	7224	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	N
Sector 81: Other Services (except Public Administration)												
Auto Repair and Maintenance (Article 11:7.27A)	8111	N	N	N	<u>N</u>	N	<u>N</u>	C	C	C	N	C
Personal and Laundry Services	812				-		-					
Personal Care Services (Article 11:7.28)	8121	N	N	N	<u>N</u>	<u>C-N</u>	<u>N</u>	P	P	P	N	N
Funeral Homes and Services	81221	N	N	N	<u>N</u>	N	<u>P</u>	P	P	P	N	N
Cemeteries (Article 11:7.29)	81222	N	N	C	<u>C</u>	C	<u>C</u>	C	C	C	N	N
Crematories	81222	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Laundry and Dry Cleaning Services	8123	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Coin Operated Laundries/Dry Cleaning	81231	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Pet Care Services (Except for Animal Shelters)	81291	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	N
Animal Shelters Only (Article 11:7.29A)	812910	N	N	N	<u>N</u>	C	<u>N</u>	N	P	P	N	N
Automotive Parking Lots and Garages	81293	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Sexually Oriented Business (Article 17)	81299	N	N	N	<u>N</u>	N	<u>N</u>	N	C	N	N	N
All Other Personal Services	81299	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Religious, Fraternal, Professional, Political, Civic, Business Organizations	813											N
Religious Organizations	81311	P	P	P	<u>P</u>	P	<u>P</u>	P	P	P	N	N
All Other Organizations	8132-9	N	N	N	<u>N</u>	N	<u>P</u>	P	P	P	N	N
Sector 92: Public Administration												
Executive, Legislative, and General Govt.	921	N	N	N	<u>N</u>	N	<u>P</u>	P	P	P	N	P
Justice, Public Order and Safety	922	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Courts	92211	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Police Protection	92212	P	P	P	<u>P</u>	P	<u>P</u>	P	P	P	N	P
Correctional Institutions	92214	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	P
Fire Protection	92216	P	P	P	<u>P</u>	P	<u>P</u>	P	P	P	N	P
Administration of Human Resources	923	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Administration Of Environmental Quality and Housing Program	924-5	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Public Parks and Recreation	924120	P	P	P	<u>P</u>	P	<u>P</u>	P	P	P	N	P
Administration of Housing, Planning, CD Programs	925	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Administration of Economic Programs	926	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Residential Uses												
Site Built Housing												
Existing Single-Family Detached	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Single-Family Detached	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Second Single-Family Residential Dwelling Unit (Sec. 11:7.30)	NA	C	N	C	<u>C</u>	N	<u>C</u>	C	N	N	N	N
Duplexes (Sec 11:7.31)	N/A	N	N	N	<u>N</u>	N	<u>C</u>	C	C	N	N	N
Multi-Family Apartments (Sec 11:7.31A)	N/A	N	N	N	<u>N</u>	N	<u>N</u>	C	C	N	N	N
Townhouses (Sec 11:7.32)	N/A	N	N	N	<u>N</u>	N	<u>N</u>	C	C	N	N	N
Patio Houses (Sec 11:7.33)	N/A	N	N	N	<u>N</u>	N	<u>N</u>	C	C	N	N	N
Manufactured Housing (Article 12:9)												
Residential Designed (Sec. 11:7.30B)	NA	P	N	P	<u>P</u>	P	<u>C</u>	C	N	N	N	N
Standard Designed (Sec. 11:7.30B)	NA	P	N	P	<u>P</u>	P	<u>C</u>	C	N	N	N	N
Second Unit, Family Member Only (Sec. 11:7.34)	N/A	C	N	C	<u>C</u>	N	<u>C</u>	C	N	N	N	N
Family Estate												
Existing Single-Family Detached (Sec. 11:7.35)	NA	C	N	C	<u>C</u>	N	<u>C</u>	C	C	N	N	N
Single-Family Detached (Sec. 11:7.35)	NA	C	N	C	<u>C</u>	N	<u>C</u>	C	C	N	N	N
Manufactured Housing, Residential Designed (Sec. 11:7.35)	NA	C	N	C	<u>C</u>	N	<u>C</u>	C	C	N	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Manufactured Housing, Standard Designed (Sec. 11:7.35)	NA	C	N	C	<u>C</u>	N	<u>C</u>	C	C	N	N	N
Accessory Uses to Residential Uses												
Bathhouses and Cabanas	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Domestic Animal Shelters	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Non-Commercial Greenhouses	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	N	N	N	
Private Garage and Carport	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Storage Building	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Swimming Pool, Tennis Courts	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Auxiliary Shed, Workshop	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Home Occupation (Article 11:7.34)	NA	C	C	C	<u>P</u>	C	<u>C</u>	C	C	N	N	N
Horticulture, Gardening	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Family Day Care Home	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Satellite Dishes, etc.	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Accessory Uses to Non-Residential Uses												
Buildings, Structures, Lift Stations, etc. (Article 11:7.35)	NA	N	N	C	<u>C</u>	C	<u>C</u>	P	P	P	N	C
Open Storage (Article 11:7.36)	NA	N	N	N	<u>N</u>	C	<u>N</u>	C	C	C	C	C
Temporary Uses												
All Temporary Uses; Non-Residential (Article 11:7.37)	NA	C	C	C	<u>C</u>	C	<u>C</u>	C	C	C	C	C
Temporary Accessory Dwelling Unit (Article 11:7.38)	NA	C	C	C	<u>C</u>	C	<u>C</u>	C	C	N	N	C

6:1.1. *Uses Permitted By-Right = P.* The letter "P" indicates that a use type is permitted by-right in the respective zoning district, subject to compliance with all other applicable regulations of this ordinance.

6:1.2. *Uses Subject to Conditions = C.* The letter "C" indicates that a use type is permitted in the respective zoning district only if it complies with the industry specific and sometimes case specific conditions of article 11 and all other applicable regulations of this ordinance and if approved in accordance with the review procedures set forth in article 11. A section number reference following a use category means the use must meet the additional conditions and requirements of the referenced section.

6:1.3. *Uses Not Allowed = N.* The letter "N" indicates that a use type is not permitted in the respective zoning district, unless it is otherwise expressly allowed by other regulations of this ordinance.

6:1.4. *New or Unlisted Uses.* Any uses found in the latest edition of the NAICS Manual but not listed in Table 1 above shall adhere to the allowed uses as listed in the next available high order category. Should the allowed uses be unspecified in any of the higher order categories, the DSR(s) shall be authorized to make a similar use interpretation in accordance with South Carolina Code of Laws Section 6-29-710.

Uses not listed in the NAICS Manual are identified by the letters "NA" (Not Applicable) in the NAICS column. If an application is submitted for a use type that is not listed as an allowed use in one or more zoning districts, the DSR shall be authorized to make a similar use interpretation.

6:1.5. *Reserved.*

6:1.6. *Accessory Uses.* A use which is naturally and normally incident and subordinate to the principal use of a structure or lot shall be permitted in all zones unless otherwise stated.

(Ord. No. 08-11, § 1, 5-5-08; Ord. No. 09-06, § 1, 2-2-09; Ord. No. 09-12, §§ 7, 9, 5-4-09; Ord. No. 09-28, § 1, 10-5-09; Ord. No. 11-09, § 1, 4-18-11; Ord. No. 11-24, §§ 3—5, 9-6-11; Ord. No. 12-03, § 1, 3-5-12; Ord. No. 12-16, § 1, 9-17-12; Ord. No. 2013-04, § 1, 4-1-13; Ord. No. 2015-18, § 1, 8-17-15; Ord. No. 2015-29, § 1, 9-21-15; Ord. No. 2015-26, § 1, 12-7-15; Ord. No. 17-13, § 1, 5-15-17; Ord. No. 2020-22, § 1, 10-5-20; Ord. No. 2020-24, § 1, 1-21-20; Ord. No. 2020-25, § 1, 2-3-20)

6:2. Affordable housing bonus.

A. Affordable housing general standards.

1. *Design.* Design shall conform to the following:
 - a. The units shall be located in a random fashion throughout the development, and mixed in such a way that they blend with the character of the community. In multi-family developments, the designated units shall be mixed throughout the buildings.
 - b. Exterior materials, details, style, landscaping, and other elements of the units that are visible shall be identical to those of the other units in the development.
2. *Control of units.* The units shall be regulated to ensure that they remain available as affordable units. The following are acceptable methods of regulation:
 - a. Management may be by a private developer, nonprofit housing agency, or housing authority. The eligibility rules shall be reviewed and approved by the housing authority to ensure they meet state and federal requirements. Where there are no state or federal funds or programs involved, the housing authority shall review the pro forma to ensure the eligibility requirements match the cost reduction provided by the bonus.
 - b. *Sales units.* These units may be sold subject to agreements that limit appreciation and that require the units to be sold to people eligible for such units. Appreciation shall be geared to the percentage increase in assessed value in the development.
 - c. Nothing in subsection 2.a. or 2.b. of this section shall prohibit units to be sold to a housing authority or a recognized nonprofit, affordable housing corporation.
 - d. *Rental units.* These units shall be rented only to eligible tenants based on the approved eligibility program.

B. Types of affordable housing bonuses.

1. *Single-family cluster.* In a single-family cluster, the developer shall submit the site capacity calculations to establish the base density. The bonus shall be granted provided all requirements of this article are met, as well as the following conditions:
 - a. The bonus shall be permitted only when natural resources do not limit the density.
 - b. Fifty percent of the additional units shall meet the criteria of subsection 6:2.15.A.
 - c. A site plan shows the additional units being accommodated by.
 - (i) A revised set of lot standards which reduces lot area for all lots or uses several lot sizes; and/or
 - (ii) The amount of open space as required by this ordinance is maintained.
2. *Planned, community or multifamily developments.* Developers of these uses can propose up to a 20-percent increase in density maximums, which shall be granted, provided the requirements of this

article are met. The actual bonus shall be determined by this section. The developer shall submit the site capacity analysis to establish the base density, as well as meet the following conditions:

- a. The bonus shall be permitted only when natural resources do not limit the density.
- b. Fifty percent of the additional units shall meet the criteria of subsection 6:2.15.A.
- c. A site plan showing the additional units being accommodated by any combination of the following:
 - (i) A revised mix of dwelling unit types. The developer may introduce a unit type that uses less land to partially achieve the increase in density.
 - (ii) The affordable units shall be mixed into all unit types used on the plan.
 - (iii) The amount of open space as required by this ordinance is maintained.

Example: Site capacity in a planned development permits 100 dwelling units. Use of the bonus would permit a total of 120 dwelling units, of which ten must be affordable units. The 100 base units would sell for \$180,000.00. The raw land cost, site development cost and profit on the lot would be 25 percent of the total or \$45,000.00 per lot. The building cost, including both hard costs and soft costs, would be \$80.00 per square foot or \$135,000.00 for a 1,688-square-foot house. The ten affordable units would be \$78.00 per square foot or \$109,000.00 for a 1,400-square-foot house. This represents a reduction of 39 percent which makes it very affordable when compared to the market housing. The developer's bonus is ten market units. Since there are 110 units to allocate over the cost of land and improvements of \$4,500,000.00, the ten-unit bonus in market units reduces the per-unit cost to \$40,909.00. If the site was a suburban planned development with a 1.83 gross density and 40 percent open space, it would have the following land allocation: 54.6 acres, of which 40 percent (21.9 acres) was open space, leaving 32.7 acres of buildable land. With about 15 percent streets, the average lot size would have been 12,100 square feet. The affordable project would have 120 units for a density of 2.19 dwelling units per gross acre. Open space would be reduced from 40 percent to 38.0 percent (20.7 acres), thus providing 33.9 acres for development and resulting in 120 lots of about 10,000 square feet each.

(Ord. No. 11-24, § 6, 9-6-11)

Editor's note(s)—Ord. No. 11-24, § 6, adopted September 6, 2011, amended section 6:2 in its entirety to read as herein set out. Formerly, section 6:2 pertained to conditional use regulations, and derived from Ord. No. 09-06, §§ 3—6, adopted February 3, 2009; Ord. No. 09-12, §§ 8, 10, adopted May 4, 2009; Ord. No. 09-28, § 2, adopted October 5, 2009, and Ord. No. 11-09, § 2, adopted April 18, 2011.

ARTICLE 7. PRIMARY DISTRICTS

7:1. Permitted uses.

See section 6.1, Table 1.

7:2. Minimum lot area.

The minimum lot areas per dwelling unit for each zoning district are listed in section 7.3, Table 1 unless otherwise required by the South Carolina Department of Health and Environmental Control (SCDHEC).

7:3. Yard and setback requirements.

All setback lines adjacent to a public right-of-way are measured from the edge of the public right-of-way. When the right-of-way is not known, the setback shall be measured from the edge of the pavement or back of the curb, if present, and each required setback shall be increased by a minimum of ten feet.

In such cases in the residential zone where the frontage along both sides of the street is at least 50 percent developed, then the required front yard setback for a new structure not the subject of a site plan or subdivision application may be modified to the average for the existing development.

Setbacks from existing roads will be consistent with the requirements outlined in the appropriate zoning district and listed in Table 1.

**Table 1:
Schedule of Lot Area, Yard, Setback, and Density By District**

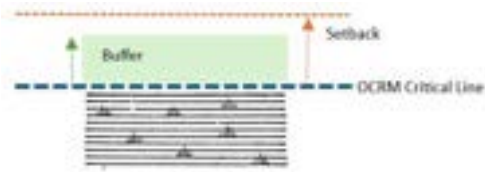
	R	RRL	RP	<u>RP-10**</u>	RC	<u>VC</u>	CC	GC	ID	RE	MB
Minimum Lot per Unit											
Non Residential Area (SF)	40,000	N/A	2 acres	<u>N/A</u>	2 acres	<u>10,000</u>	10,000	10,000	12,000	2 acres	12,000
Residential											
Single-Family	.5 acre	7,800	1 acre	<u>10 acres</u>	5 acres	<u>.5 acre</u>	(B)	(A)	N/A	N/A	N/A
Patio	N/A	N/A	N/A	<u>N/A-</u>	N/A	<u>N/A</u>	(B)	3,500	N/A	N/A	N/A
Duplex	N/A	N/A	N/A	<u>N/A-</u>	N/A	<u>(B)</u>	(B)	(A)	N/A	N/A	N/A
Townhome	N/A	N/A	N/A	<u>N/A-</u>	N/A	<u>N/A</u>	3,500	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.											
<u>**These standards may be modified for subdivisions approved in accordance with the development standards set forth in Article 12.9, Open Space Subdivisions.</u>											

	Multi-Family, Single-Family and Nonresidential Uses										Patio	Duplex	Townhome	
	R	RP	RP- 10**	RC	VC	CC	GC	ID	RE	MB				All Districts
Minimum Yard and Building Setback (feet)														
Minimum lot width	50 100	200	200 200	200	100 100	80 100	80 100	90 100	200	90 100	Minimum lot width	45	50	20
<i>Front</i>														
Major Street (Multi-Lane)	60	60	60 60	60	60 60	60	60	60	200	60	Major Street (Multi-lane)	60*	60*	60*
Major Street (Two-lane)	35	45	45 45	45	35 35	35	35	45	200	45	Major Street (Two-lane)	35	35	35
Minor Street	25	25	25 25	25	25 25	25	25	25	160	25	Minor Street	25	25	20
<i>Side</i>														
Residential	10	25	25 25	50	5 5	5	5	N/A	N/A	N/A	Interior	N/A	0	0
Non-residential	10	25	25 25	50	5 5	5	5	10	100	10	Street-side/Exterior	5	10	5
<i>Rear</i>														
Residential	25	25	25 25	100	10 10	10	10	N/A	100	N/A	Residential	20	20	5
Non-residential	40	50	50 50	150	10 10	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.														
**These standards may be modified for subdivisions approved in accordance with the development standards set forth in Article 12.9, Open Space Subdivisions.														

(Ord. No. 09-06, § 7, 2-2-09; Ord. No. 09-12, § 11, 5-4-09; Ord. No. 09-38, § 1, 11-2-09; Ord. No. 11-24, § 7, 9-6-11; Ord. No. 13-04, § 3, 4-1-13)

7:4. Riparian buffers.

A riparian buffer shall be provided along tidelands, wetlands, streams and rivers. Buffers and setback lines are measured from OCRM designated critical lines for tidelands; delineation lines for wetlands; and from stream banks and river banks. Setbacks are inclusive of the required buffer area. For example, an individual dwelling unit requires a 50' undeveloped buffer from the OCRM critical line and an additional 10' setback for the building (a total of 60' setback from the OCRM critical line).



The buffer area shall remain undeveloped, except for piers, docks and pervious access paths to the water or wetlands bank. Any disturbance of the buffer area shall adhere to OCRM's Best Management Practices (BMPs). Riparian buffers shall also be in accordance with any applicable state and federal regulation.

Buffer widths are based on land use. In the event that a setback standard in section 7:3 is less than the required buffer width, the required buffer regulation applies.

Riparian Buffer and Setback Table

Water Resource	BUFFER	SETBACKS			
		Individual Dwelling Unit	Single-Family Residential Development	Multi-Family Residential	Non-Residential
Critical Area (Coastal Waters, Tidelands, <u>Marshes</u> , Beach/Dune System)	<u>50'</u> *	<u>15'-60'</u>	<u>25'-60'</u> [±]	<u>35'-100'</u> [±]	<u>50'-100'</u> [±]
Jurisdictional <u>Freshwater</u> Wetlands, <u>Saltwater or Freshwater</u>	<u>20'</u> *	<u>15'-30'</u>	25' [±]	<u>35'-50'</u> [±]	50' [±]
Non-Jurisdictional <u>Freshwater</u> Wetlands, <u>Saltwater or Freshwater</u>	<u>20'</u> *	<u>15'-30'</u>	25' [±]	<u>35'-50'</u> [±]	50' [±]
Rivers, Streams (<u>non-critical area</u>)	<u>50'</u>	<u>25'-60'</u>	50'	<u>50'-100'</u>	<u>50'-100'</u>
The above setbacks are total average widths; with widths not to be less than <u>15-10</u> feet for a <u>25-20</u> -foot buffer, <u>20 feet for a 35-foot buffer</u> , and 30 feet for a 50-foot buffer.					
* Buffer requirement may be waived <u>or reduced</u> if applicant provides an OCRM land disturbance permit and/or approved wetland mitigation plan as part of a PDD, Subdivision or Development Plan submittal.					

See Section 8.9 for additional buffer requirements within the Euhaw/Okeetee Cultural Heritage Overlay District.

Maintenance within a riparian buffer will adhere to the following limitations:

1. Trees can be limbed up to 15 feet.
2. Under brush can be cleared down to no less than four inches above grade.
3. Unprotected trees under three-inch caliper can be cut.

Uses Allowed Between Building Setback and River Buffer. The area located between the building setback and river buffer is called the transitional buffer. The purpose of this buffer is to allow for a construction envelope between the building and river buffer for the river buffer to be protected from construction damage. The following uses are permitted within the transitional buffer once construction is completed:

1. Residential - playgrounds, fire pits, outdoor furniture, pervious hardscapes, uncovered decks, pools, etc.
2. Non-Residential - picnic shelters, pervious hardscapes such as sidewalks and patios, etc.

(Ord. No. 09-37, § 2, 11-2-09)

7:5. Maximum height.

Maximum building height in all districts is 35 feet. Height measurement shall be made from the average finished grade elevation at the building line to the mean roof height.

The maximum building height may be increased to 50 feet, measured from the average finished grade elevation at the building line to the mean roof height, in areas where there is a public water distribution system and the Fire Chief or their appointed designee, confirms that there is adequate firefighting equipment capable of fighting a structure fire available in such areas to safely accommodate the increased height.

Chimneys, elevators, poles, spires, tanks, towers, and other projections not used for human occupancy may exceed the district height limit.

Flagpoles shall not exceed 35 feet in height measured from the average finished grade except where flags are expressly permitted in Article 15, Sign Standards.

7:6. Village Commercial Design Standards

7:6.1 Intent. The architectural design of retail and commercial buildings must consider the desire of Jasper County to create and enhance the community's image. Jasper County's identity and sense of place will be strengthened through thoughtful design and development, reflecting the Lowcountry vernacular.

7:6.2 Architectural design and materials. Generally, architectural design shall contribute to the sense of place of Jasper County and reflect designs, materials, and colors historically present in the region. Building elevations must consider the surrounding area and further enhance community character. Lowcountry architecture is rooted in practicality, climate responsiveness, and a sense of place.

1. Size: Commercial buildings shall generally be limited to 2,500 square feet of heated floor area.

2. Design Principles:

a. Proportion and Order: Proper proportions are essential for timeless architecture. Buildings should adhere to human scale, emphasizing vertical proportions. Elements should generally be taller than they are wide.

b. Exterior Walls: Lowcountry buildings feature raised foundations, deep porches, and simple elegance. Materials should create strong textures and shadow lines.

c. Porches and Balconies: Deep porches are iconic in Lowcountry design. They provide shade, encourage outdoor living, and foster community interaction.

d. Window and Shutter Design: Windows should be vertically proportioned, reflecting the human scale. Shutters, if used, should be functional and appropriately sized.

e. Entry and Door Design: Entryways play a significant role in Lowcountry design. They should be welcoming and well-proportioned. Doors can be solid wood or glass, reflecting the overall style.

f. Roofs: Roofs should complement the building's proportions. Gabled, hipped, or shed roofs are common. Metal roofing is practical and adds character.

g. Fences, Walls, & Gates: Fences and walls define property boundaries. They can be decorative or functional. Gates should be well-designed and in harmony with the overall aesthetic.

h. Accessory buildings: Outbuildings, such as sheds or storage areas, should blend seamlessly with the main house. Their design should follow the same principles as the primary structure.

i. Trim: Trim details, such as cornices, moldings, and brackets, enhance the overall appearance. Simplicity and craftsmanship are defining elements of Lowcountry buildings.

3. Siding: Wood clapboard, wood board and batten, wood shingle siding, brick, natural stone, stucco, tabby, faced concrete block, and any artificial siding material which closely resembles the natural materials listed above. Siding may be left natural or painted, stained or, in the case of wood, weathered.

4. Roofs: Wood shingles, slate shingles, multi-layered asphalt shingles, metal raised seam or tiles.

5. Features: Pitched roofs, roof overhangs, covered porches, canopies, awnings, trellises, gazebos, and open wood fences.

6. Colors: Earth tones (greens, tans, light browns, terra cotta, etc.), grays, pale primary and secondary colors (less than 50 percent color value), white cream tones, and the like. Dramatic accent colors, such as reds or blues, shall be avoided.

-
7. Fencing. Fencing shall be of durable construction using quality material (i.e., brick, stone, other masonry, wood, metal, or any combination thereof) and complimentary to the building design and materials. The finished side of the fence shall face the corridor right-of-way or other adjacent property. Chain link welded or woven wire, and other similar fencing are not permitted. Such fencing may be permitted for temporary use during construction and site development provided it is removed or replaced with compliant material upon completion of construction. This requirement is for aesthetic purposes only and is not associated with building code requirements or standards.
 8. Outdoor Storage. All outdoor storage areas shall be located to the side or rear yard and shall be screened with a wooden fence or masonry wall, complimentary to the building design and materials, which is at least eight feet (8') high. One (1) evergreen shrub, with a mature growth of at least 8' in height, shall be installed for every five (5) linear feet of fence or wall on the side of the fence or wall facing a neighboring property or public right-of-way. The minimum shrub shall be a minimum of 5 gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
 9. Additional requirements.
 - a. The primary building façade shall face the street. When located on a corner, the primary façade shall face the higher order street.
 - b. All sides of all buildings are to be treated with the same architectural style, materials, and details as the primary façade.
 - c. A single building or development or multiple buildings within a development must maintain a consistent architectural theme. Architectural design, building materials, colors, forms, roof style and detailing should all work together to express a harmonious and consistent design. This includes gasoline pump canopies or other accessory structures.
 - d. Building elements must not function as signage. The appearance of "franchise architecture", where the building functions as signage is prohibited. Incorporation of franchise or business design elements unique or symbolic of a particular business must be inobtrusive and secondary to the overall architectural design.
 - e. Access ways and parking lots shall be paved or, at the discretion of the Planning Director, may be surfaced using low-impact, contextual materials. Parking shall generally be located to the side of the building.
 10. Exterior materials and features prohibited:
 - a. Plywood, cinderblock, unfinished poured concrete, unfaced concrete block, plastic and/or metal.
 - b. Partial (less than three sides) mansard roofs, flat roofs without a pediment, unarticulated roofs having a length exceeding 50 feet.
 - c. Unarticulated facades having a length exceeding 50 feet.
 - d. Incongruous architectural details or color contrasts as determined by the DSR or BZA.
 - e. Chain link or woven metal fences.
 - f. Reflective materials, including highly reflective glass. Window painting or view-blocking techniques are generally not permitted.

-
1. Design elements that may function as signage, roof lights, exposed neon lighting, exposed neon signage, illuminated trim of buildings or building elements, translucent awnings or illumination of translucent awnings, or any other undesirable design element, as determined by the DSR.

11. Screening.

- a. Mechanical equipment should not be located on the roof of a structure unless the equipment can be screened. The mechanical equipment should be clustered as much as possible. All rooftop equipment must be painted to match the surrounding rooftop color, if anticipated to be visible from any existing or future surrounding building, property or street. All mechanical equipment such as compressors, air conditioners, communications equipment, and any other type of mechanical equipment must be screened on all sides to full height by building parapet walls or other building elements that appear as integral elements of the overall building design, unless approved otherwise by the DSR.
- b. Ground level mechanical equipment shall be screened with landscaping and architectural walls using materials compatible with the building.
- c. Loading, service, and trash areas must be screened with walls that match the building materials and colors. Screen walls must be of sufficient height to fully screen utility areas from public view.

(Ord. No. 16-29, § 2, 10-3-16)

ARTICLE 8. SPECIAL PURPOSE DISTRICTS

8:9. Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD).

8:9.1 Purpose and intent. The purpose of the Euhaw Cultural Heritage District is to maintain the rural character of the area, protect important historic and cultural resources, and minimize the impacts of development on surrounding water resources, particularly the Broad River. Development in this area should respect the existing conditions and minimize the visual impact of buildings on the area through careful site planning, maintaining and enhancing existing vegetation, and vernacular building design.

8:9.2 Application. The GCOD shall apply to all land within the Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD) as indicated on the official zoning map of Jasper County.

Unless a deviation from such restrictions are provided elsewhere in this section 8:9, property within the ECHOD shall be required to adhere to all provisions of the Jasper County Zoning Ordinance and Land Development Regulations otherwise applicable within the underlying zoning district.

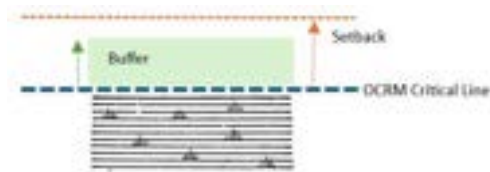
8:9.3 Use regulations: Uses shall be governed by the underlying zoning district. Within the Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD), zoning map amendments shall be evaluated within the following criteria:

1. No property shall be rezoned to a nonresidential district unless it is located at the intersection of a state highway or major roadway with another existing street with access provided by the lower-order street.
2. No property shall be zoned to Residential (R) unless designated in a Transition Zone according to the Future Land Use Map.

8:9.4 Design and development standards.

1. Riparian buffers

A riparian buffer shall be provided along tidelands, wetlands, streams and rivers. Buffers and setback lines are measured from OCRM designated critical lines for tidelands; delineation lines for wetlands; and from stream banks and river banks. Setbacks are inclusive of the required buffer area, as shown in the graphic below.



The buffer area shall remain undeveloped, except for piers, docks and pervious access paths to the water or wetlands bank. Any disturbance of the buffer area shall adhere to OCRM's Best Management Practices (BMPs). Riparian buffers shall also be in accordance with any applicable state and federal regulation.

Riparian Buffer and Setback Table

<u>Water Resource</u>	<u>Individual Septic Tank and Drain Field</u>	<u>Engineered Wastewater Treatment System</u>	<u>Primary Structure Buffer</u>	<u>Primary Structure Setback</u>	<u>Accessory Building (under 750 square feet) Setback</u>
<u>Critical Area (Coastal Waters, Tidelands, Beach/Dune System)</u>	<u>200'</u>	<u>2000'</u>	<u>75'</u>	<u>100'</u>	<u>85'</u>
<u>Jurisdictional Wetlands, Saltwater or Freshwater</u>	<u>200'</u>	<u>2000'</u>	<u>50'</u>	<u>75'</u>	<u>80'</u>
<u>Non-Jurisdictional Wetlands, Saltwater or Freshwater</u>	<u>200'</u>	<u>2000'</u>	<u>50'</u>	<u>75'</u>	<u>80'</u>
<u>Rivers, Streams, including stormwater management facilities such as ditches and swales which discharge into the Broad River and/or its tributaries</u>	<u>200'</u>	<u>2000'</u>	<u>75'</u>	<u>100'</u>	<u>85'</u>

2. Requirements for lots served by septic tanks

- a. Minimum lot size required. For properties not served by public sewer, no new lot shall be created after the [EFFECTIVE DATE] smaller than one acre in size. For lots with a second dwelling unit, the minimum lot size shall be two acres.
- b. Septic Reserve Area required. Properties within the ECHOD are required to demonstrate an area of the property which is to remain undeveloped for use as a septic reserve area (SRA). The SRA must be shown as a part of the septic system prior to the issuance of a building permit. Lots of record as of [EFFECTIVE DATE] may be exempt from this requirement at the discretion of the DSR.
- c. The distance between the septic tank drain field and ground water shall be a minimum of twenty-four (24) inches.

3. Access management

It is in the best interest of Jasper County to manage access along roadways in the interest of maintaining roadway safety and capacity. Reduction of access points to the corridor is required to the maximum extent possible. The following shall apply:

- a. Consolidation of Access Points:
 - i. Driveway and/or other access separation along the corridor shall be in accordance with the SCDOT, Access and Roadside Management Standards. In no event, however, shall residential driveways and non-residential full-access curb cuts be permitted at spacing less than as follows:
 - 1. Principal Arterial road: 1,500 feet
 - 2. Minor Arterial road: 1000 feet
 - 3. Major Collector road: 800 feet
 - 4. Minor Collector road: 400 feet
 - 5. Residential/Subcollector road: 200 feet
 - ii. Shared driveways between two or more parcels shall be required where there is not a conflict in use and a shared driveway is not restricted by topography or other existing site features. Shared driveways shall require mutually executed shared access agreements; and

iii. Unless restricted by topography or other natural site features, adjoining parking lots serving non-residential buildings of non-conflicting use shall be connected and shall require mutually executed shared access agreements.

b. Stub Outs:

i. Where an undeveloped adjacent parcel exists, a stub out or cross-access easement for future stub out, shall be required to allow for connection to future parking and/or shared driveways; and

ii. Where a developed adjacent parcel exists, existing stub outs shall be utilized.

4. Stormwater management

a. The SoLoCo stormwater management standards shall be applicable to all new residential subdivisions and nonresidential developments within the ECHOD. This standard shall be reviewed to determine if this standard creates unreasonable hardships on landowners within this district within 18 months of the adoption date of this ordinance.

5. Nonconforming lots.

If a lot of record at the time of adoption of this ordinance does not contain sufficient land area and/or lot width to meet the minimum lot size requirements of the ECHOD, such lot may be used for a residential use, as a building or placement site for a structure permitted in the district provided the following:

a. There is conformance to the minimum yard setback requirements set forth in this ordinance for the district in which the use is located.

b. All other standards of the ordinance are met.

ARTICLE 11. CONDITIONAL USE REVIEW AND REGULATIONS¹

11:1. Purpose and findings.

The county zoning ordinance provides for certain uses that, because of unique characteristics or potential impacts to adjacent land uses, are not permitted in zoning districts as a matter of right but which may, under appropriate standards set forth in the zoning ordinance or by the planning commission, be approved. These uses shall be permitted after plans prove adherence to the conditions through a zoning permit, zoning certification or site plan review and approval by the DSR.

No inherent right exists to establish a conditional use. Such authorization must be approved after satisfaction of a specific set of circumstances and conditions, in some cases applied by the planning commission. Each application and situation is unique. Every conditional use approval shall at a minimum be required to comply with all applicable regulations and rules in the county zoning ordinance and land development regulations and applicable industry or case specific conditions to ensure that the use can be appropriately accommodated on the specific property; that it will conform to the comprehensive plan; that it can be constructed and operated in a manner that is compatible with the surrounding land uses and overall character of the community; and that the public interest, health, safety, and general welfare will be promoted in some cases. Mere compliance with the generally applicable requirements however may not be sufficient, and additional measures and conditions may be necessary to mitigate the impact of the proposed development.

(Ord. No. 11-24, § 8, 9-6-11)

11:2. Conditional use review applicability.

The provisions of this section apply to any application for approval of a conditional use. Conditional uses are those uses that are generally compatible with the land uses permitted by right in a zoning district but that require individual review of their location, design, and configuration, and the imposition of conditions or mitigations in order to ensure the appropriateness of the use at a particular location within a given zoning district. This manner of approval is not required for any use permitted by right in a given zoning district.

(Ord. No. 11-24, § 8, 9-6-11)

11:3. Initiation.

Any landowner or that owner's authorized representative may apply for a conditional use review for a specific use by filing an application with the DSR at least three weeks prior to the desired planning commission meeting if the request is subject to planning commission review or at the time of application for site plan, zoning permit, or zoning certification if subject to DSR review.

¹Editor's note(s)—Ord. No. 11-24, § 8, adopted September 6, 2011, amended article 11 in its entirety to read as herein set out. Formerly, article 11, sections 11:1—11:6, pertained to provisions for conditional uses, and derived from an ordinance adopted November 13, 2007, and Ord. No. 08-11, § 8, adopted May 5, 2008.

In cases where planning commission review of the conditional use is required, the applicant shall provide at minimum a full narrative discussing the proposal and a site plan with sufficient refinement to adequately represent the proposed use and site layout.

(Ord. No. 11-24, § 8, 9-6-11)

11:4. Review authority.

Uses subject to industry specific conditions are approved by the DSR by issuance of a zoning permit, zoning certification or site plan development permit by demonstrating adherence to the conditions during review and construction. In cases where certain conditional uses are proposed for parcels adjacent to residential areas, public parks, day cares, religious uses, historic and archaeological sites (listed on the National List of Historic Places or identified by the state department of archives and history) or environmentally sensitive areas (protected lands, critical habitat for endangered species and receiving waterways as defined by DHEC OCRM), the planning commission shall review and decide upon any additional case specific conditions appropriate to add to the land use proposal after considering the recommendation of the DSR. Industries requiring planning commission review of conditions if triggered by the aforementioned adjacent uses include the following:

Sector 31-33: Manufacturing

Sector 42: Wholesale Trade

Sector 48-49: Transportation and Warehousing

Sector 56: Waste Management and Remediation Services

In all cases, the DSR reviews the final plans submitted by the applicant for the desired permit and enforces all conditions. Failure to satisfy industry specific conditions noted in this chapter or case specific conditions required by the planning commission will prevent the issuance of a zoning permit, zoning certification or site plan approval for a conditional use. Administrative appeal of any determination of the DSR is heard by the board of zoning appeals consistent with procedures outlined in article 3. In cases where industry specific conditions or case specific conditions required by the planning commission cannot be met, the BZA has the authority to hear and decide upon variances in cases of hardship as outlined in article 3.

(Ord. No. 11-24, § 8, 9-6-11)

11:5. Case specific conditions.

When considering uses subject to their review the planning commission may impose case specific conditions, including reasonable standards, conditions, or requirements, in addition to or that supersede any standard specified in the zoning ordinance or land development regulations as it may deem necessary to protect the public interest and welfare. However, if conditions cause hardship, the landowner or applicant may be eligible to be granted a variance from the case specific conditions by the BZA. Such additional standards may include, but need not be limited to:

1. Dedication or reservation of land;
2. Creation of restrictive covenants or easements;
3. Enhanced setbacks;
4. Yard requirements;
5. Increased screening or landscaping requirements;
6. Area requirements;

-
7. Development phasing;
 8. Standards pertaining to traffic, circulation, noise, lighting, hours of operation, protection of environmentally sensitive areas, and similar characteristics;
 9. Provision of sustainable features, solar or other renewable energy source, rain water capture, storage and treatment.
 10. Require that a performance guarantee acceptable in form, content, and amount to the DSR and county attorney be posted by the applicant to ensure continued compliance with all conditions and requirements as may be specified.

(Ord. No. 11-24, § 8, 9-6-11)

11:6. Consideration for determining case specific standards for Sector 31-33: Manufacturing, Sector 42: Wholesale Trade, Sector 48-49: Transportation and Warehousing, Sector 56: Waste Management and Remediation Services when subject to planning commission review.

During review the planning commission shall ensure the proposal shall have no more adverse effects on health, safety, or comfort of persons living or working in the neighborhood, or shall be no more injurious to property or improvements in the neighborhood than would any other use generally permitted in the same district. In making a determination of case specific conditional standards, consideration shall be given to the following factors which may assist with development of additional conditions (including but not limited to):

1. Appropriateness of design and operation so as to be compatible with the existing or intended character of the general vicinity and so as not to change the essential character or negatively impact aesthetics of the area and/or corridor in which it is proposed;
2. Appropriateness of location, type, and height of buildings or structures;
3. Appropriateness of the type and extent of landscaping and screening on the site is sufficient; and
4. Consistency with any policy of the comprehensive plan that encourages mixed uses and/or densities.
5. Availability of utilities and services such as highways, streets, police and fire protection, drainage structures, water and sewage facilities.
6. Minimization of traffic hazards and to minimize traffic congestion on the public roads.
7. Mitigation of vibration, noise, odor, dust, smoke, or gas.
8. Avoidance of impact to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted nor substantially diminish or impair the property values within the neighborhood.
9. Avoidance of designs that may impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.
10. Avoidance of detrimental impact or endangerment to the public health, safety, morals, comfort, or general welfare.
11. Compatibility with the goals, objectives, and policies of the county comprehensive plan and promote the intent of the zoning district in which the use is proposed.
12. Appropriateness of the hours of operation.

The planning commission has the authority to request additional information related to the use/site and, where necessary, require additional mitigating steps to ensure that the proposed use is compatible with the surrounding land uses as noted in the previous section (11:5).

(Ord. No. 11-24, § 8, 9-6-11)

11:7. Industry specific conditional use regulations.

The industry specific conditions contained in this section are intended to ameliorate the impact and improve the siting of uses, buildings, and projects whose design and/or operational characteristics could adversely affect surrounding property and environmental conditions. To this end, standards and criteria over and above those set forth elsewhere in this ordinance are imposed herein on all conditional uses listed on Table 6.1 and set out below.

11:7.1. Sector 112111: Livestock, except feedlots.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every 6,000 square feet.
3. All buildings or structures (excluding fences) shall be located a minimum of 150 feet from the property line.

11:7.1.A. Sector 11531: Forestry.

- a. All Forestry Activities must meet the criteria as defined in Act No. 48 of 2009.

11:7.2. Sector 1123: Poultry and eggs.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every 6,000 square feet.
3. All buildings or structures (excluding fences) shall be located a minimum of 150 feet from the property line.

11:7.3. Sector 1129: Animal specialties.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every 6,000 square feet.
3. All buildings or structures (excluding fences) shall be located a minimum of 150 feet from the property line.

11:7.3.A. Sector 1129: Animal specialties.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every one-half acre.
3. Horse stables shall be a minimum of 100 feet from any residential property line. No corral or riding area shall be permitted within 25 feet of any residential property line.

11:7.4. Sector 21: Mining and mine operation.

1. Article 6:1, Table 1 "Mining" encompasses "Mining and mine operation".

2. Mining and mine operation must have all required state and federal permits and meet the requirements of all state and federal statutes and regulations.
3. For the purposes of section 16:2, mining and mine operation shall be deemed to be a manufacturing use.
4. Mining and mine operation must meet all applicable roadway improvement standards.
5. Mining and mine operation must meet the following setbacks:

Setback Requirements for Mining and Mine Operation

Required Setbacks Where Permitted	Adjacent Zoning						
	RE	RC	RP	R	CC	GC	ID
From Property Line	50'	1,000'	300'	1,000'	1,000'	300'	100'
From Existing Residential Structures*	N/A	N/A	1,000'	N/A	N/A	1,000'	N/A
* Residential structures existing when submittal deemed complete.							

11:7.5. Sector 22132: Treatment.

1. Maximum 30,000 gallons per day.

11:7.5.B. Sector 22114: Solar electric power generation—Accessory solar.

Where solar electric power generation is allowed as a conditional use and considered accessory solar, such uses shall meet the following requirements:

1. A solar collection device or combination of devices are to be designed and located to avoid directing glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard.
2. A plan must be submitted showing the proposed location of solar panels, the arrangement of the panels, distance from the roof, pitch of the finished roof, and distance from the proposed site improvements to all property lines.
3. Solar energy system components must have a UL listing and must be designed with anti-reflective glare coatings to minimize solar glare, and the entire system must meet all requirements of the prevailing edition of the National Electric Safety Code and the International Fire Code.
4. Written authorization from the local public utility company acknowledging that it has been informed of the applicant's intent to install an interconnected (i.e., back into the public utility grid) customer-owned generator and that it also approves such connections shall be provided by the applicant.
5. Roof-mounted solar collector systems shall meet the following additional standards:
 - a. The system shall comply with the maximum height standards for the zone in which it is located, provided that a roof-mounted system shall not extend more than the width of the panel above the roofline of the structure on which it is mounted, and be in accordance with the manufacturer's recommendation for exposure above the roof line
 - b. Panels and all component parts shall be installed per manufacturer's specifications.
 - c. The collector surface and mounting devices for roof-mounted systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built.

-
- d. Roof mounted systems shall be located so as not to impede the ability of emergency personnel to access the roof for firefighting purposes.
6. Ground mounted solar collector systems shall meet the following additional standards:
 - a. Ground mounted accessory collector systems in the commercial/industrial districts shall not exceed the height restriction of the district for accessory buildings.
 - b. In residential and rural preservation districts, the location of solar panels shall be limited to the side and rear of the structure and rear lot only, within applicable setback requirements, and shall not exceed eight feet in height.
 - c. Ground mounted accessory collector systems in parking lots or over travel lanes in commercial areas shall have a minimum bottom edge clearance above the travel surface of 14 feet and six inches.
 - d. Ground mounted systems shall be located so as not to impede the ability of emergency personnel to access the site for firefighting purposes.
 - e. Maximum area coverage. For residential properties, a ground-mounted solar energy system shall not exceed 50 percent of the footprint of the principal building served or 1,000 square feet per ½ acre, whichever is greater.
 - f. Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto other properties or public access areas.
 - g. Mounting hardware and framing shall be non-reflective or matte black in color.
 - h. Panels, ground mounts, and all component parts shall be installed per manufacturer's specifications.
 - i. A ground-mounted system shall not be located over a septic system, leach field area or identified reserve area unless approved by the health department.
 - j. If located in a floodplain or an area of known localized flooding, all panels, electrical wiring, automatic transfer switches, inverters, etc. shall be located above the base flood elevation.

11:7.6. *Sector 235: Special trade contractors.*

1. Screen on-site storage and construction vehicles as required in section 12.8.

11:7.7. *Sector 31-33: Manufacturing.*

1. No such use shall be located closer than 1,000 feet to the property line of any existing residential use, church, school, historical place or public park.

11:7.8. *Sector 42: Wholesale trade.*

Sector 421140. Used Motor Vehicle Parts and Sector 42193. Recyclable Materials:

1. The use shall be consistent with the most current Jasper County Solid Waste Management Plan.
2. No such use shall be located closer than 1,000 feet to any residential use, church, school, historical place or public park, measured from the property line.
3. No such use shall be located within view of and/or 1,000 feet of Interstate I-95, US 17, US 17A, US 278, US 301, US 321, US 601, SC 46, SC 170, SC 315, and SC 462 from I-95 (Exit 28) to Highway 170 (North Okatie Highway).
4. The outdoor operations area, including parking and storage areas, shall be located outside the 100 year floodplain.

-
5. No material incapable of being reused or recycled in some form shall be placed in open storage.
 6. No material shall be placed in open storage in such a manner that it is capable of being transferred out by wind, water, or other causes.
 7. All paper, rags, cloth and other fibers, and activities involving the same other than loading and unloading shall be within fully closed buildings.
 8. All materials and activities not within fully enclosed buildings shall be enclosed on all sides by a chain link fence with evergreen screening of an approved type, a wooden privacy fence, or fencing of other material which has been given approval by the DSR. All metal or wooden fence posts shall have at least one-third of their length below ground level and shall be set in hard packed clay or concrete. All metal fence posts shall be treated with an anti-corrosive coating. All wooden posts shall be pressure treated or creosote coated lumber with at least a four inch by four inch nominal cross section.
 - a. The term "fence" shall mean an eight foot tall chain link, wooden fence, or fencing of other material which has been given approval by the DSR, which forms a substantial physical barrier which completely surrounds the operations area, including all recyclable material and non-recyclable materials defined as "junk" in article 18 of the Jasper County Zoning Ordinance, and shields the operation area and recyclable material and non-recyclable materials from view, and is capable of withstanding the effects of the local climate.
 - b. The term "evergreen screening" shall mean evergreen trees or shrubs with a minimum height of five feet at time of installation, and not less than eight feet when mature; spacing shall be based upon the species used so that at maturity the body of the branches of the tree or shrub shall not be more than one foot from the body of the adjacent planting. Acceptable species include, but are not limited to, Ligustium, Euonymous, Leyland Cypress, White Pine, Cedar, Arborvitae, Hemlock, and upright varieties of Juniper, Holly and Yew.
 - c. Landscaping is required outside of the fencing when evergreen screening is not used. One evergreen shrub shall be installed for every five linear feet of fence on the side of the fence facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
 9. In addition to the fencing requirements, buffering and landscaping requirements shall be met in accordance with article 12:8.
 10. No items/materials may be stacked higher than the required fencing.
 11. All activity conducted on the premises must be contained within the visual screen, and the fencing shall be securely locked unless being actively and contemporaneously supervised.
 12. Disposal of garbage unrelated to motor vehicles shall be in an approved container and regularly maintained. Open dumping of garbage shall be prohibited.
 13. No outdoor burning of any material other than material specifically designed or suitable for the purpose of employee comfort. Any exception must be approved by state or local fire officials given a minimum of 24 hours' notice of such burn.
 14. Upon receiving an appliance, vehicle, or any other material for recycling purposes, the business shall remove, as applicable, the battery, lubricants, fluids, coolants, refrigerants, and the like and shall recycle or dispose of same in accordance with all applicable state and federal laws regarding disposal of waste and hazardous materials.

-
15. Disposal of toxic/hazardous matter is prohibited anywhere without a state permit.
 16. At least 75 percent of the total volume of each separated material type received during a calendar year and remaining on site from a previous year shall be used, reused, recycled, or transferred to a different site for use, reuse, or recycling
 17. Storage of items/materials shall be so arranged as to permit easy access for firefighting purposes.
 18. New construction, expansion or renovation of these facilities shall require submission to the planning commission of a storm water management plan using best management practices designed to protect adjacent properties, wetlands, ditches and watersheds.
 19. Certain activities permitted by DHEC or other state or federal agencies may require a bond, letter of credit or other form of financial security to provide for de-commission, clean-up and/or close-out of these facilities. No development permit or business license for activities requiring such financial securities shall be issued by Jasper County unless the county is provided a copy of such financial security, and the financial security must also be in favor of Jasper County, if available as part of the State's financial security, to cover any costs or expenses incurred by the county in the event the operation or condition of the facility result in the need to abate a nuisance situation, ameliorate a public health or safety condition, clean-up , decommission and/or close-out the facility. In the event Jasper County cannot for whatever reason be included as a covered party under the state financial security, or it is more efficient and economical to provide a separate financial security to the County, then a separate financial security may be provided to the county instead.
 - a. In the event a financial security is not required by DHEC as part of its permitting requirements, or no DHEC permit is required, nonetheless, a letter of credit or other financial security in favor of the county approved by the county administrator is required before either a development permit or business license can be issued, to be in an amount no less than the total capacity of the facility at a rate of \$60.00 per cubic yard.

11:7.9. Sector 441; Motor Vehicles, Retail Trade.

1. Minimum lot size one acre.
2. Automobile hoods shall not be propped up as a form of advertising or to draw attention.
3. No banners are allowed.
4. Maximum number of automobiles for sale shall not exceed 25 at any time.
5. Retail sales of motor vehicle parts shall not be allowed.
6. Maintenance, service, or dismantling of motor vehicles shall not be allowed.
7. Other than motor vehicles for sale, outside storage shall not be allowed.
8. Outdoor speaker systems shall not be allowed.
9. Hours of operation are limited to Monday - Saturday from 8:00 a.m. - 8:00 p.m.
10. A structure consisting of a minimum of 400 square feet must be provided for an office with a restroom facility.
11. Where an existing residential use is adjacent to the site, a visually opaque screen shall be provided. An opaque screen may be composed of a wall, fence, building, landscaping, landscaped berm, or combination thereof. Natural vegetation may also be used to meet screening requirements.
12. A site plan is required in accordance with the Jasper County Land Development Regulations.

11:7.9A. *Sector 441310: Automotive parts and accessories store.*

1. Buildings limited to 5,000 square feet.
2. No outdoor display and storage.

11:7.10. *Sector 4441: Lumber and building materials.*

1. Buildings limited to 5,000 square feet.
2. No outdoor display and storage.

11:7.10.A. *Sector 447: Gasoline Stations.*

- a. No more than two (2) single or double-sided fuel pumps are permitted.
- b. Fuel islands shall not be located in the front yard unless permitted by the BZA due to physical site limitations or constraints.

11:7.10.B. *Sector 45393: Manufactured Home Dealers.*

- a. Sales office only.
- b. No inventory or models allowed.

11:7.11. *Sector 45431: Fuel dealers.*

11:7.11A. *Sector 484210: Used household and office goods moving.* Where used household and office goods moving is allowed as a conditional use, such uses shall meet the following requirements:

- A. No outdoor display and storage.
- B. Adequate access must be provided for anticipated truck traffic.
- C. Structures must meet screening and buffering requirements per article 12.
- D. Article 16: Manufacturing use performance standards apply to this specific use.
- E. Hours are limited to 7:00 a.m. to 7:00 p.m., Monday to Saturday.
- F. Vehicles used for this specific use shall not exceed FHWA Class 8.

11:7.11.B. *Sector 488410: Motor Vehicle Towing and Sector 561491, Repossession Services.*

1. In the General Commercial District, Industrial Development District and the Mixed Business District, the use shall be at least 250 feet from any existing residential developed property, measured from the property line.
2. Vehicles and/or any outdoor storage shall be stored to the rear of the principal structure and completely screened (100 percent opacity) from adjacent properties using berms, fencing, landscaping, buildings or a combination thereof.
3. Screening shall be a minimum of eight feet in height and a maximum of ten in height. Tin is not allowed.
4. Landscaping is required for all outdoor storage areas. One evergreen shrub shall be installed for every five linear feet of screened area on the side of the screened area facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.

-
5. In addition to the outdoor screening requirements, buffering and landscaping requirements shall be met in accordance with article 12:8.
 6. The number of vehicles stored on site shall be limited to ten vehicles; storage of more than ten vehicles shall constitute a junkyard.
 7. Individual vehicles shall not be stored more than 90 consecutive days unless the owner or operator of the establishment demonstrates steps have been taken to remove the vehicles from the premises using the appropriate legal means.

11:7.12. *Sector 5131: Communications and antenna.*

New towers:

1. All new towers shall be designed to accommodate additional antennas equal in number to the applicant's present and future requirements.
2. The proposed structure will not endanger the health and safety of residents, employees, or travelers, including, but not limited to, the likelihood of the failure of such structure; and all applicable safety code requirements shall be met.
3. The proposed structure will not impair the use of or prove detrimental to neighboring properties.
4. The proposed structure is necessary to provide a service that is beneficial to the surrounding community.
5. The proposed tower is located in an area where it does not substantially detract from aesthetics and neighborhood character.
6. The proposed use is consistent with potential land uses as outlined in the comprehensive plan.
7. Towers or antennas shall not be painted or illuminated unless otherwise required by state or federal regulations.
8. No tower or antenna shall be located within 1,000 feet of an existing tower or antenna, except where the applicant certifies that the existing tower does not meet the applicant's structural specifications and applicant's technical design requirements, or that a co-location agreement could not be obtained after mediation.
9. Towers or antennas shall have a maximum height of 185 feet.
10. Tower or antennas shall be located such that adequate setbacks are provided on all sides to prevent the tower's fall zone from encroaching onto adjoining properties. Should this fall zone encroach onto another property, a recorded easement may be prepared and signed by the adjacent property owner to ensure that no structure will be built within the fall zone. In addition to the tower's fall zone, the permitted uses shall meet the setback requirements of the underlying zoning district in which it is located.
11. Landscaping shall be required as follows:
 - a. Around the base of the communication tower, outside of the security fence, at least one row of evergreen plant material capable of forming a continuous screen at least six feet in height shall be provided, with individual plantings spaced not more than five feet apart. In addition, at least one row of evergreen trees with a minimum two inches DBH (diameter at breast height) measured three and one-half feet above grade, at the time of planting and spaced not more than 25 feet apart shall be provided within 50 feet of the perimeter security fence.

-
- b. The landscaping requirements may be waived in whole or in part by the DSR if it is determined that existing natural vegetation provides adequate screening or if the DSR determines that the landscaping requirements are not feasible due to physical constraints or characteristics of the site on which the communication tower is to be located.
 - c. All required landscaping shall be installed according to established planting procedures using good quality plant materials.
 - d. A certificate of use and occupancy shall not be issued until the required landscaping is completed in accordance with the approved landscape plan and verified by an on-site inspection by the DSR unless such landscaping has been waived in accordance with subsection b. above. A temporary certificate of use and occupancy may, however, be issued prior to completion of the required landscaping if the owner or developer provides to the county a form of surety satisfactory to the county attorney and in an amount equal to the remaining plant materials, related materials, and installation costs as agreed upon by the DSR and the owner or developer.
 - e. All required landscaping must be installed and approved by the first planting season following issuance of the temporary certificate of use and occupancy or the surety bond will be forfeited to the county.
 - f. The owners and their agents shall be responsible for providing, protecting, and maintaining all landscaping in healthy and growing condition, replacing unhealthy or dead plant materials within one year or by the next planting season, whichever first occurs. Replacement materials shall conform to the original intent of the landscape plan.
 - g. Eight-foot high fencing shall be provided around the communication tower and any associated structure.
12. A single sign for the purposes of emergency identification shall be permitted. The permitted sign shall not exceed two square feet in area and shall be attached to the fence surrounding the tower. Under no circumstances shall any signs for purposes of commercial advertisement be permitted.
 13. Each parcel on which a communication tower is located must have access to a public road 20 feet in width.

Submittal information:

1. One copy of typical specifications for proposed structures and antenna, including description of design characteristics and material.
2. A current map or update of an existing map on file, showing locations of applicant's antenna, facilities, existing towers, and proposed towers which are reflected in public records, serving any property.
3. Identification of the owners of all antennae and equipment to be located on the site.
4. Written authorization from the site owner for the application.
5. Evidence that a valid FCC license for the proposed activity has been issued.
6. A line of sight analysis showing the potential visual and aesthetic impacts on adjacent residential districts.
7. A written agreement to remove the tower and/or antenna within 120 days after cessation of use. Must put a bond up front for the removal of the tower.

-
8. A certificate from a registered engineer that the proposed facility will contain only equipment meeting FCC rules, together with written indemnification of the affected government and proof of liability insurance or financial ability to respond to claims up to \$1,000,000.00 in the aggregate which may arise from operation of the facility during its life, at no cost to the county.
 9. A statement shall be submitted from a registered engineer that the NIER (non-ionizing electromagnetic radiation) emitted there from does not result in a ground level exposure at any point outside such facility which exceeds the lowest applicable exposure standards by any regulatory agency of the United States Government or the American National Standards Institute. For roof mounted communication towers, the statement regarding the NIER shall address spaces, which are capable of being occupied within the structure on which the communication tower is mounted.
 10. Communication towers and their foundations shall meet the requirements of the current building code for wind and seismic loads. Drawings and calculations shall be prepared and sealed by a South Carolina registered professional engineer and shall be submitted with the building permit application.
 11. Satisfactory evidence shall be submitted, with the building permit application for a freestanding communication tower, that alternative towers, buildings, or other structures do not exist within the applicant's tower site search area that are structurally capable of supporting the intended antenna or meeting the applicant's necessary height criteria, or provide a location free of interference from AM towers.
 12. Prior to issuance of a building permit, applicants shall provide documentation that the proposed communication tower has been reviewed by the FAA, if so required, and that a finding of no hazard to air navigation has been determined. Copies of the plans shall also be provided for comment to the Ridgeland Airport and Savannah/Hilton Head International Airport, prior to the issuance of permits. If any airport has an objection to the proposed tower, an advisory conference composed of airport officials, county officials and representatives of the communication company(ies) shall be convened. The results and findings of such conference shall be presented to the DSR prior to any permit being issued. Because the proximity of communication towers near aeronautical facilities affects the safety of the public, careful consideration should be given to the results and findings and such may be grounds for the DSR denying the issuance of a permit or requiring that certain additional requirements be imposed as a condition for the issuance of a permit.
 13. Site plan, which shall include the following information:
 - a. The location of tower(s), guy wires and anchors (if any);
 - b. Tower height;
 - c. Transmission building and other accessory uses;
 - d. Existing structures and proposed structures;
 - e. Fall zone;
 - f. Parking;
 - g. Access;
 - h. Landscaped areas;
 - i. Fences;
 - j. Adjacent land uses; and

-
- k. Photos of site and immediate area.

Existing towers:

1. The increase in height to the existing transmission tower shall not exceed 25 feet; and communication towers on buildings, the maximum height shall be 20 feet above the roofline of buildings 50 feet or less in height, and 40 feet above the roofline of buildings 50 feet in height or greater. In addition, with the exception of towers constructed for aeronautical purposes, communication towers may not penetrate any imaginary surface, as described in Title 14 of the Code of Federal Regulations, Federal Aviation Regulation (FAR) Part 77, associated with existing or proposed runways at any publicly owned airport;
2. The total number of antennae added to an existing transmission tower shall not exceed six; and
3. Any additions, changes, or modifications that are proposed to the site or its components, proper plans, specifications, and calculations shall be submitted for permit approval to the DSR. Drawings indicating various types of antenna(s) to be located on the communication tower shall be submitted at the time of the permit application.

11:7.13. *Sector 51412: Libraries.*

11:7.14. *Sector 53113: Mini-warehouses.*

1. No such use shall be located closer than 250 feet to the property line of any existing residential use, church, school, historical place or public park.
2. Screen units from public right-of-way as required in section 12.8.
3. Minimum lot size of one acre; maximum lot size of five acres.

11:7.15. *Sector 5621: Waste collection.*

1. Shall be consistent with the most current county solid waste management plan.

11:7.16. *Sector 562212: Solid waste landfill.* Shall be consistent with the most current county solid waste management plan. Solid waste landfills are divided by this section into two categories and regulated as follows:

A. *Sanitary Landfills (Class 3).*

1. The boundary of the fill area shall not be located within 1,000 feet of any residence, day-care center, church, school, hospital or publicly owned recreational park area. The state will determine whether the proposed landfill or landfill expansion meets this requirement prior to publication of the notice of intent to file a permit application pursuant to Part I, Section D.1 of the state regulation.
2. The boundary of the fill area shall not be located within 200 feet of any property line not under control of the permittee.
3. The boundary of the fill area shall not be located within 200 feet of any surface water that holds visible water for greater than six consecutive months, excluding ditches, sediment ponds, and other operational features on the site.
4. The boundary of the fill area shall not be located within the distances designated below from any well used as a source of water for human consumption that is in a hydrologic unit potentially affected by the landfill. Exemptions may be granted if the applicant can demonstrate to the satisfaction of the DSR and state that the hydrologic conditions below the landfill provide protection to the aquifer in use.

-
- a. The boundary of the fill area shall not be located any closer than 500 feet from a well hydraulically up gradient of the landfill.
 - b. The boundary of the fill area shall not be located any closer than 750 feet from a well hydraulically side gradient of the landfill.
 - c. The boundary of the fill area shall not be located any closer than 1,000 feet from a well hydraulically down gradient of the landfill.
 5. Waste material shall not be placed on or within any property rights-of-ways or 50 feet of underground or above ground utility equipment or structures, i.e., water lines, sewer lines, storm drains, telephone lines, electric lines, natural gas lines, etc., without the written approval of the impacted utility.
 6. A geotechnical engineering firm approved by the DSR shall render a written opinion that, to the best professional judgment, the formations being used to contain the waste are impermeable and that surrounding ground water sources will not be contaminated.
 7. The facility shall be enclosed by an eight-foot high opaque fence or wall structure on all sides visible from the street serving the facility and an opaque cyclone fence on the remaining unexposed boundaries.
 8. A plan showing restoration of the site on completion of use as a landfill shall accompany the request.
- B. *Construction and demolition landfills (Class 2).*
1. The boundary of the fill area shall not be located within 1,000 feet of any residence, school, day-care center, church, hospital, or publicly owned recreational park areas. The state will determine whether the new landfill or expansion of an existing landfill meets this requirement prior to the publication of the notice of intent to file a permit application pursuant to Part I, Section D.1 of the state regulation.
 2. The boundary of the fill area shall not be located within 100 feet of any property line.
 3. A landfill located in a 100-year floodplain shall demonstrate that engineering measures have been incorporated into the landfill design to ensure the landfill will not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the floodplain, minimize potential for floodwaters coming into contact with waste, or result in the washout of solid waste so as to pose a hazard to human health or the environment.
 4. The landfill shall be in compliance with applicable requirements concerning wetlands imposed by U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the department of health and environmental control.
 5. Access to the landfill shall be controlled through the use of fences, gates, berms, natural barriers, or other means to prevent promiscuous dumping and unauthorized access.
 6. The boundary of the fill area shall not be located within 200 feet of any surface water that holds visible water for greater than six consecutive months, excluding drainage ditches, sedimentation ponds and other operational features on the site.
 7. The boundary of the fill area shall not be located within 100 feet of any drinking water well. A greater buffer may be required for compliance with the state's bureau of water requirements.
 8. Waste material shall not be placed on or within any property rights-of-way or 50 feet of underground or above ground utility equipment or structures, i.e., water lines, sewer lines,

storm drains, telephone lines, electric lines, natural gas lines, etc., without the written approval of the impacted utility.

9. Owners/operators of all Class 2 landfills located within 10,000 feet of any runway end used by turbojet aircraft or within 5,000 feet of any airport runway end used by only piston-type aircraft shall demonstrate that the units are designed and operated so that the Class 2 landfill does to pose a bird hazard to aircraft.
10. Owners/operators proposing to site new Class 2 landfills and lateral expansions located within a five-mile radius of any airport runway end used by turbojet or piston-type aircraft shall notify the affected airport and the Federal Aviation Administration (FAA).
11. No material shall be placed in open storage or areas in such a manner that is capable of being transferred out by wind, water, or other causes.
12. All materials and activities shall be screened in such fashion as not to be visible from off-site. The provisions of this subsection may be waived by the DSR where such facility will be utilized for a period not to exceed 90 days.

11:7.17. *Sector 562213: Solid waste incinerators.*

1. Shall be consistent with the most current county solid waste management plan.

11:7.18. *Sector 56292, Material Recovery Facilities (including single stream recycling).*

1. The use shall be consistent with the most current Jasper County Solid Waste Management Plan.
2. The material recovery facility may only accept non-food items, such as, glass, newspaper, cardboard, metal, construction and demolition debris, or other similar materials. Sewage or hazardous substances shall not be permitted.
3. All recovery and storage activities shall be conducted within an enclosed building with a concrete floor. Doors may remain open during active operations but must be closed otherwise and should not face the right-of-way; nor should they be visible from adjacent properties through the use of complete screening (100 percent opacity) using berms, fencing, landscaping, buildings or a combination thereof
4. Recovered wood, concrete, and dirt may be stored outside temporarily, but shall not be stacked or stored higher than the required fencing.
5. All areas adjacent to the transfer point, such as the tipping floor, the turning area, and the area supporting the trailer while it is being packed, shall be paved with concrete.
6. Adequate standing and parking facilities shall be provided on the site so that no packers or other collection vehicles at any time stand on a public right-of-way waiting entrance to the site.
7. All materials and activities not within fully enclosed buildings shall be enclosed on all sides by a chain link fence with evergreen screening of an approved type, a wooden privacy fence, or fencing of other material which has been given approval by the DSR. All metal or wooden fence posts shall have at least one-third of their length below ground level and shall be set in hard packed clay or concrete. All metal fence posts shall be treated with an anti-corrosive coating. All wooden posts shall be pressure treated or creosote coated lumber with at least a four inch by four inch nominal cross section.
 - a. The term "fence" shall mean an eight foot tall chain link, wooden fence, or fencing of other material which has been given approval by the DSR, which forms a substantial physical barrier which completely surrounds the operations area, including all recyclable material and non-recyclable materials defined as "junk" in article 18 of the Jasper County Zoning

-
- Ordinance, and shields the operation area and recyclable material and non-recyclable materials from view, and is capable of withstanding the effects of the local climate.
- b. The term "evergreen screening" shall mean evergreen trees or shrubs with a minimum height of five feet at time of installation, and not less than eight feet when mature; spacing shall be based upon the species used so that at maturity the body of the branches of the tree or shrub shall not be more than one foot from the body of the adjacent planting. Acceptable species include, but are not limited to, Ligustium, Euonymous, Leyland Cypress, White Pine, Cedar, Arborvitae, Hemlock, and upright varieties of Juniper, Holly and Yew.
 - c. Landscaping is required outside of the fencing when evergreen screening is not used. One evergreen shrub shall be installed for every five linear feet of fence on the side of the fence facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
8. Screening, buffering and landscaping requirements shall be met in accordance with article 12:8. Buildings viewable from a public right-of-way are required to have foundation buffers as part of its landscape plan. The DSR may require additional landscaping to make the site more aesthetically pleasing.
 9. All activity conducted on the premises must be contained within the visual screen, and the fencing shall be securely locked unless being actively and contemporaneously supervised.
 10. No burning of any material other than material specifically designed or suitable for the purpose of employee comfort. Any exception must be approved by state or local fire officials given a minimum of 24 hours' notice of such burn.
 11. At least 75 percent of the total volume of each separated material type received during a calendar year and remaining on site from a previous year shall be used, reused, recycled, or transferred to a different site for use, reuse, or recycling
 12. Storage of items/materials shall be so arranged as to permit easy access for firefighting purposes.
 13. Stormwater runoff shall be addressed through the use of BMPs listed in the Jasper County Stormwater Management Manual to prevent additional post development runoff discharge rate and volume as seen in article 10:6 of the Jasper County Land Development Regulations.
 14. The use shall comply with all state and federal regulations.
 15. New construction, expansion or renovation of these facilities shall require submission to the planning commission of a storm water management plan using best management practices designed to protect adjacent properties, wetlands, ditches and watersheds.
 16. Certain activities permitted by DHEC or other state or federal agencies may require a bond, letter of credit or other form of financial security to provides for de-commission, clean-up and/or close-out of these facilities. No development or other permit, or business license for activities requiring such financial securities shall be issued by Jasper County unless such financial security is also in favor of Jasper County, if available as part of the state's financial security, to cover any costs or expenses incurred by the county in the event the operation or condition of the facility result in the need to abate a nuisance situation, ameliorate a public health or safety condition, clean-up, decommission and/or close-out the facility. In the event Jasper County cannot for whatever reason be included as a covered party under the state financial security, or it is more efficient and economical to provide a separate financial security to the county, then a separate financial security may be provided to the county instead.

-
- a. In the event a financial security is not required by DHEC as part of its permitting requirements, or no DHEC permit is required, nonetheless, a letter of credit or other financial security in favor of the county approved by the county administrator is required before either a development permit or business license can be issued, to be in an amount no less than the total capacity of the facility at a rate of \$60.00 per cubic yard.

17. County owned and operated facilities are exempt from these regulations.

11:7.19. *Sector 56299: All other waste management.*

1. Shall be consistent with the most current county solid waste management plan.

11:7.19a. *Section 6116: Other schools and instructions.*

1. Use is subject to all applicable zoning code requirements and land development regulations.
2. Facilities are limited to 3,000 square feet.
3. Architecture of new structures must complement the nearby community and be compatible with the character of the area.
4. Services are limited to 20 students at any one time.
5. Owner/operator must provide proof of all outside agency approvals for services provided.
6. Hours are limited to 7:00 a.m. to 7:00 p.m., Monday to Friday and 7:00 [a.m.] to 5:00 p.m. on Saturdays.
7. Structures must meet buffering and screening requirements per article 12.
8. Off-street parking must be accommodated on-site.
9. Off street parking is prohibited within the building setback.
10. One flat two-sided business sign not larger than four square feet per face is permitted to identify the business. Signs shall not be illuminated.
11. Use of existing structures is subject to fire marshal and building official review and approval.
12. Facilities must be served by sewer systems or by septic systems sized appropriately to meet DHEC minimum standards for the use and size.

11:7.20. *Sector 6231: Nursing care facilities.*

1. The facility shall be designed to be compatible with residential development.
2. Screen parking from adjacent properties and public right-of-way as required in section 12.8.

11:7.21. *Sector 6233: Community care for elderly.*

1. The facility shall be designed to be compatible with residential development.
2. Screen parking from adjacent properties and public right-of-way as required in section 12.8.

11:7.21.A. *Sector 623990: Other residential care facilities.* Where other residential care facilities are allowed as a conditional use, such uses shall meet the following requirements:

1. The residence and its grounds shall be designed to be compatible with surrounding residential development.
2. There shall be minimal visually identifiable differences from the outside of the residential structure that would distinguish the residence from a typical residential dwelling as determined by the development services representative.

-
3. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.

11:7.22. *Sector 6244: Day care services.*

1. Approval must be obtained from the South Carolina State Department of Public Welfare Rules and Regulations relating to licensing care facilities and care centers, and the following requirements.
2. The minimum lot area for a care center shall be 20,000 square feet. At least 75 square feet of outdoor exercise area shall be available for each person based on the maximum enrollment.
3. The building shall contain a minimum of 35 square feet of floor area for each person based on the maximum enrollment.
4. A fence having a minimum height of six feet constructed to provide maximum safety to the occupants shall enclose the entire outdoor exercise area.
5. Off-street parking shall be provided in accordance with provisions set forth in section 12:1, Off-street parking.
6. Applicant must show an indication of impact for such items as traffic, noise, delivery vehicles, site access, etc. of the proposed care center.

11:7.23. *Sector 712: Museums and historical sites.*

1. Screening of parking as required in section 12.8.

11:7.24. *Sector 71393: Marinas.*

11:7.25. *Sector 713990: Gun club and skeet ranges.* The unique nature of this use is such that the following criteria shall be observed in placing any such use in the county.

1. It shall be located no closer than one mile to any residential use.
2. Gunfire shall be oriented away from habitable areas.
3. The site upon which the use is proposed shall be suitable in size and topography to ensure the safety of surrounding residents.
4. Adequate warning signs shall be placed to warn public of activity.

11:7.26. *Sector 721191: Bed and breakfast inns.* Bed and breakfast inns are intended to provide a unique transit lodging experience. As a result, care should be taken to protect the environs that contribute to the experience of such lodging while promoting their use. Toward this end, bed and breakfast inns, where permitted by this ordinance, shall:

1. Be occupied by the resident/owner.
2. Serve no regularly scheduled meal other than breakfast.
3. Provide off-street parking on the basis of one and one-half space per guest room, plus two spaces for the resident innkeeper; further provided that sufficient off-street parking space shall be available on site to accommodate private gatherings, where proposed by the applicant.
4. Be permitted one non-illuminated identification sign, not to exceed four square feet in area. Self illuminated, can use landscape lighting.

11:7.27. *Sector 72121: Camps and recreational vehicle.* Camps and recreational vehicle (RV) park, where permitted by Table 6.1, shall comply with the following site and design standards:

1. The site shall be at least five acres.

-
2. The site shall be developed in a manner that preserves natural features and landscape.
 3. The following dimensional requirements shall serve as parameters beyond which development shall not exceed.
 - a. Maximum impervious surface ratio shall not exceed 15 percent of the project site.
 - b. Minimum setbacks for all structures and recreational vehicles shall be:
Street frontage: 100 feet.
All other property lines: 50 feet.
 - c. Maximum density shall not exceed ten vehicles per acre.
 - d. Bufferyards shall be as specified by article 12.
 4. Areas designated for parking and loading or for trafficways shall be physically separated from public streets by suitable barriers against unchanneled motor vehicle ingress and egress. All drivers shall be located at least 150 feet from any street intersection and shall be designated in a manner conducive to safe ingress and egress.
 5. All streets within RV parks shall be private and not public.
 6. Each park site shall be serviced by public water and sewer or other systems approved by DHEC.

11:7.27.A. *Sector 8111: Auto repair and maintenance.*

1. In the Community Commercial District, the use shall be 250 feet from any existing residential development, school or daycare. Measured from the property line.
2. Openings to repair bays shall not face road ROWs and shall be designed to minimize visual intrusion onto adjacent properties.
3. Repair and storage of all vehicles shall occur within an enclosed building. Temporary outdoor vehicle storage may be allowed in an outdoor storage area located to the rear or the side of the principal structure and completely screened (100 percent opacity) from adjacent properties and ROWs using berms, fencing, landscaping, buildings or a combination thereof.
4. Vehicles that are repaired and are awaiting removal shall not be stored or parked for more than 30 consecutive days unless the owner or operator of the establishment demonstrates steps have been taken to remove the vehicles from the premises using the appropriate legal means.
5. All automobile parts and similar materials shall be stored within an enclosed building or completely screened (100 percent opacity) from adjacent properties and ROWs using berms, fencing, landscaping, buildings or a combination thereof.
6. Landscaping is required for all outdoor storage areas. One evergreen shrub shall be installed for every five linear feet of screened area on the side of the screened area facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
7. In addition to the requirements of the outdoor storage area, Buffering and Landscaping requirements shall be met in accordance with Article 12:8.
8. The open storage of wrecked vehicles, dismantled parts, or parts visible beyond the premises is prohibited.
9. The use shall not include outdoor storage lots or impoundment yards for towed vehicles.

11:7.28. *Sector 8121: Personal care services.*

1. Screening of parking required in section 12.8.

11:7.29. *Sector 81222: Cemeteries.*

1. The minimum area for a perpetual care cemetery shall be 30 acres. Cemeteries in existence prior to January 1, 2003 are exempt from this requirement. The minimum area for a church cemetery shall be one acre.
2. Where a cemetery adjoins non-residentially-zoned property, no setback is required. When a cemetery adjoins residentially zoned property, no building, structure, burial plot or storage of equipment or materials shall be located closer than 35 feet of any property line, and mausoleums, columbaria, and chapels shall not be located closer than 50 feet of any property line.
3. Screening shall be provided in accordance with the provisions set forth in section 12:8, Screening and buffering requirements.
4. Adequate off-street waiting space shall be provided for funeral processions so that no vehicle stands or waits in a road right-of-way.
5. All cemetery access shall be provided from an arterial or collector street.
6. Mausoleums may be located only within the boundaries of approved cemeteries.
7. Cemetery review standards in accordance with S.C. Code 1976, tit. 27, ch. 43, shall apply to all cemeteries, regardless of zoning classification.
8. A storm water plan must be submitted and approved by the DSR before cemetery approval may be granted.
9. A cemetery may not be located in a flood hazard overlay district.

Pre-existing cemeteries. Any cemetery or portion of a cemetery that was approved, or was in the process of gaining approval, on the date of adoption of this ordinance shall be considered a nonconforming use. All others shall be subject to the specific provisions of this ordinance.

11:7.29.A. *Sector 812910; Animal Shelters.*

1. Minimum lot size five acres.
 - a. No exotic animals as defined by Title 9 of the Code of Federal Regulations, Section 1.1 are allowed.
2. Structures that house animals must be at least 100 feet away from adjacent property lines.
3. Where an existing residential use is adjacent to the subject property Bufferyard 4 shall be required (See Article 12:8.2, *Bufferyards*).
4. Where the Shelter is for non-household animals, i.e., horses, cattle, goats, sheep, etc., the minimum site area must accommodate one-half acre per horse or cow, and one-quarter acre for smaller animals such as sheep and goats.
5. A five-foot high fence shall be provided for all paddock and pasture areas.

11:7.30. *Second single-family residential dwelling unit.*

1. There is a minimum of one-half acre per dwelling unit in the residential and community commercial district (one acre parcel minimum) and a minimum of one acre per dwelling unit in

the rural preservation district (two acre parcel minimum), so as to not increase overall allowed density.

2. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map copy to demonstrate conditional use compliance at time of application. The following must be demonstrated:
 - a. All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots and so arranged to ensure public access in the event the property is subsequently subdivided for sale or transfer.
 - b. If not connected to sewer, the lot is sufficient in size and shape so that the two units can be designed around two separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
3. Second single-family residential dwelling unit cannot share a septic system and separate DHEC septic permits must be attained prior to issuance of a conditional use review zoning permit, if units are not connected to sewer lines.
4. Zoning and building permits must be attained prior to construction.

11:7.30.B. *Manufactured housing in community commercial and village commercial.* Where other residential care facilities are allowed as a conditional use, such uses shall meet the following requirements:

1. The standards for manufactured housing in community commercial and village commercial districts shall be the same as the standards for manufactured housing and single-family housing in the residential district, including but not limited to lot area, setbacks, and densities, as if in the residential district.
2. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.
3. Any applicable overlay district requirement shall be applied.

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 acre and a maximum of ten acres in the Residential, Community Commercial and General Commercial Zoning Districts.
3. Such projects shall have a minimum of two acres and a maximum of ten acres in the Rural Preservation District.
4. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.
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.
- 11:7.31.A. *Multi-family apartments.* Where multi-family apartments are allowed as a conditional use, such uses shall meet the following requirements:
1. Such projects shall be a minimum of five acres.
 2. Such project shall have a maximum density of ten units per acre.
 3. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.
 4. Sidewalks not less than five feet in width shall be provided along the front property line of each project, building.
 5. Not less than 15 percent of the project site shall be diverted to contiguous common open space which is designated for use by the residents.
 6. The project must demonstrate availability of water and sewer that will meet the capacity requirements of the development.
 7. 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.
- 11:7.32. *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 one-half acre.
 3. Not more than eight or fewer than three 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 feet in width shall be provided along the front property line of each project, building.
 7. Not less than ten 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.
- 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 acre and a maximum of ten acres.
 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 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.

11:7.34. *Manufactured Housing - Second Unit, Family Member Only.* The purpose of allowing, in certain circumstances, the placement of a second manufactured house on the same parcel is for the benefit of family members only; and excludes any property or structures that are used for rental properties. The property shall be subdivided whenever possible; however, in the event that the property cannot be subdivided at such time of application, a second manufactured house will be allowed by the County for family members, where conditionally permitted by Table 6:1, provided that the following requirements must be met:

1. The person whom will occupy the second manufactured house is related to the owner of the property by blood, marriage, or adoption.
2. A second manufactured house shall not be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
3. There is a minimum of a half-acre per dwelling unit in the Residential and Community Commercial District (1 acre parcel minimum) and a minimum of one acre per dwelling unit in the Rural Preservation District (2 acre parcel minimum), so as to not increase overall allowed density.
4. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map to demonstrate conditional use compliance at time of application. The following must be demonstrated:
 - a. All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;
 - b. If not connected to sewer, the lot is sufficient in size and shape so that the two units can be designed around two separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
5. Second Manufactured House cannot share a septic system and separate DHEC septic permits must be attained prior to issuance of a conditional use review Zoning Permit, if units are not connected to sewer lines.

11:7.35 *Family Estate.* The purpose of the Family Estate is to address situations where there are title issues, i.e heirs property; and to support a traditional family way of life; and to respect cultural and historical settlement patterns in Jasper County. For purposes of this subsection, a single family dwelling unit

includes, stick built house, manufactured homes, and modular homes. Family Estate shall meet the following requirements, where conditionally permitted by Table 6:1:

1. If the property is "heirs property", the county shall permit additional family dwelling units and/or permit a subdivision by the person or persons in control of the property (i.e. the family member or members who pays taxes, occupies the property), upon application and determination that both of the following are satisfied:
 - a. Either a single member of the family, multiple members of the family, or an unbroken succession of family members have owned the property for no less than 30 years.
 - b. The person for whom the family dwelling unit is to be built and/or the property subdivided, is related to the owner of the property by blood, marriage, or adoption.
2. Single family dwelling unit design is as follows:
 - a. Family dwelling units may be built at the densities set forth in Family Estate below as limited by subsection (4) of this section.

Family Estate Density Table

Minimum Site Area (acres)	Zoning of the property is Residential, Community Commercial or General Commercial:	Zoning of the property is Rural Preservation:
1	2	1
2	4	2
3	6	3
4	8	4
5	10	5
6	12	6
7	12	7
8	12	8
9	12	9
10	12	10
11	12	11
12 or More	12	12

- b. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map to demonstrate conditional use compliance at time of application. The following must be demonstrated:
 - i. All applicable lot area and setback requirements are met for all units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;
 - ii. If not connected to sewer, the lot is sufficient in size and shape so that all of the units can be designed around separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
- c. No family dwelling unit shall be built unless the appropriate agency has determined that septic and water supply systems and reserve areas in the family estate are sufficient to

serve all units in the estate and are properly permitted. If three or more units are served by a single well, the well must be properly licensed and maintained in accordance with SC DHEC standards.

- d. Paved roads may not be required, but must comply with standards pursuant to Section 7.1 of the Jasper County Land Development Regulations. Any placement of homes under this section shall be accompanied by covenants and cross easements, or similar restrictions and reservations, guaranteeing essential infrastructure and 50 feet of vehicular access for each family subdivided lot.
3. No family dwelling unit shall be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
4. No portion of a tract of land under this section shall be conveyed for five years from the date of approval unless the grantee is related to the property owner by blood, marriage, or adoption. This limitation on conveyance shall:
 - a. Be recorded on the plat of the applicant's property, on the plats of any property subdivided and conveyed by the applicant under this section, and in a database accessible to county staff.
 - b. Not operate to prohibit actions in foreclosure brought by lenders that are participating in the secondary mortgage market.
 - c. Not operate to prohibit sale by the county of the entire tract or a portion of it for nonpayment of property taxes.
5. Violations and penalties for violation of this section are as follows:
 - a. Any person found in violation of this section may be assessed a fine of the maximum allowed by state law for each dwelling unit in violation.
 - b. A violation of this section shall consist of the following:
 - i. Intentional misrepresentation during the application process;
 - ii. Lease of a family dwelling unit to a nonfamily member within five years of approval; or
 - iii. Conveyance of any portion of a tract of land granted a density bonus under this section to a nonfamily member within five years of approval.
 - c. The fine may be waived if it can be shown that lease or conveyance to a nonfamily member was absolutely necessary to avoid foreclosure on either a family dwelling unit or any portion of a tract granted a density bonus under this section.
 - d. Until the fine has been paid, the DSR shall not permit additional family dwelling units or further subdivision under this section in the violator's family estate.
 - e. As a condition of approval, the applicant and the person for whom the family dwelling unit is to be built or the property subdivided shall read and sign disclosure forms describing violations of this section and applicable penalties.
 - f. A violation shall not have the effect of clouding the title of a parcel subdivided under this section.
6. Applicants must submit a sworn affidavit with the following information:
 - a. Certification that the parcel in question has been in the family for at least 30 years as required by this section.

-
- b. An agreement that all new parcels subdivided from the parent parcel shall be owned or used by family members or as otherwise provided for in this section.
 - c. Acknowledgment that resale of any parcel approved as part of a family estate shall be restricted for five years as provided for in this section.
7. If the property leaves the family, the new owner must comply with all applicable sections of the Jasper County Zoning Ordinance and Jasper County Land Development Regulations as it relates to minimum lot sizes, densities, setback requirements, access roads, mobile home park standards, and major or minor subdivision regulations.

11:7.36. *Home occupation.* Home occupations, as defined by this ordinance, shall meet the following requirements, where conditionally permitted by Table 6.1.

1. The home occupation shall be carried on wholly within the principal building.
2. The floor area dedicated to such use shall not exceed 25 percent of the floor area of the principal building, up to 400 square feet.
3. No activity shall be conducted outside, nor shall there be any outdoor storage, display, or refuse area in the yard.
4. No signs shall be allowed.
5. No merchandise or articles shall be displayed so as to be visible from outside the building.
6. One person not residing in the residence shall be employed in the home occupation in addition to residents.
7. No traffic shall be generated in an amount above that normally expected in a residential neighborhood.
8. No parking is needed above that required by the principal residential use.
9. There is no alteration whatsoever of the residential character of the building(s) and/or premises.
10. The occupation, profession, or trade generates no noise, glare, heat, vibration, smoke, dust, or odor perceptible to adjacent uses.
11. The occupation shall not involve the retail sale of merchandise manufactured off the premises.

11:7.37. *Buildings, structures, lift stations, etc.*

1. Such uses shall be enclosed within a building or by a suitable fence providing protection and screening against light, noise, fumes, or unsightliness.
2. Open area on the premises shall be landscaped.

11:7.38. *Open storage.*

1. Such storage area does not occupy over 20 percent of the build-able area.
2. Shall not be located in any required setback area.
3. Must be screened from public view.

11:7.39. *Temporary uses.*

Type and location. The following temporary uses and no others may be permitted, subject to the conditions herein.

1. Tents or other temporary structures for the conduct of any use permitted in the GC and CC Districts for a period not to exceed 45 days.

-
2. Contractor's office and equipment shed, in any district, for a period covering construction phase of a project not to exceed one year unless re-permitted; provided that such office be placed on the property to which it is appurtenant.
 3. Portable classrooms in any district for cultural or community facilities, educational facilities, or religious complexes, for an indefinite period provided all required setbacks for the district in which the structures are to be located shall be met and the portable structure shall be located on the same site as the principal structure.
 4. Temporary office trailers in any commercial or industrial district where the principal building is being expanded, rebuilt, or remodeled for the conduct of business while the principal building is under construction.

Permit required.

1. No temporary use may be established without receiving such permit.
2. Temporary use permits may be renewed no more than twice within a 12-month period, provided that said use will not create traffic congestion or constitute a nuisance to surrounding uses.
3. Any temporary use that is determined to be creating a nuisance or disruption may have its temporary permit revoked by the DSR.
4. Temporary uses and structures from which temporary uses are operated shall be removed from the site after the temporary permit has expired.

11:7.40. *Temporary accessory dwelling unit.* A manufactured home as defined in article 4 of this ordinance may be permitted in any zoning district as a temporary accessory residential use which shall be clearly subordinate to a principal single-family detached dwelling or manufactured home, whether or not such principal use is conforming, subject to all of the requirements listed below. In authorizing the temporary accessory residential use, the DSR may impose such reasonable and additional stipulations, conditions, or safeguards that in the DSR's judgment will better fulfill the intent of this ordinance.

The DSR may authorize issuance of a permit for a temporary accessory residential use for a period not to exceed six months. At the end of that time, the DSR may, after a complete review of the request, grant an extension of the permit for a period not to exceed one year. The review procedure shall be the same as the original application procedure. It shall be the responsibility of the DSR to present to the council after each six-month period a status report of the conditions and to notify the applicant of the review.

The DSR may at any time terminate the authorization at the request of the initiating applicant or upon the finding that the extenuating conditions no longer exist. The temporary accessory residential use and any associated services shall be removed from the premises within 30 days after notice of termination.

The DSR shall determine that the following requirements have been satisfied:

1. The use shall be necessitated by the incapacity, infirmity, or extended illness of an individual who requires continuous nursing care. The attending physician shall certify the physical and/or mental condition of the person in question.
2. The use is intended only to meet a temporary need or hardship.
3. If the principal residential use is nonconforming, the provisions of section 9:3, Nonconforming uses and structures, shall be satisfied.
4. The temporary accessory residential use shall meet all of the requirements contained in this ordinance for accessory uses.

-
5. The temporary accessory residential use shall conform to all of the requirements for uses permitted by conditional use as set forth in subsection 6:2.6, Conditional uses.
 6. No minimum lot area or lot width requirements shall be required for the temporary accessory residential use.
 7. The temporary accessory residential use shall conform to the front, side, and rear yard requirements established for the district in which the use is located.
 8. Off-street parking shall be provided in accordance with the provisions set forth in section 12:1, Off-street parking, for the principal residential dwelling only.
 9. A manufactured home which is being utilized as a temporary accessory residential use may not be physically attached to or be a part of the principal structure located on the lot.
 10. No permit to allow a temporary accessory residential use shall be issued until all applicable regulations of the county building department and other public agencies have been satisfied in regard to the adequate provision of water, sewer, access, electrical service, and fire protection. In seeking approval of the temporary accessory residential use, the applicant must demonstrate to the DSR that these facilities and services are adequately situated with respect to the lot in question.
 11. The principal for whom the accessory use is requested must be a relative by blood or marriage or in a relationship created through adoption or through foster parental care.
 12. To provide for adequate notification of the permit application to surrounding property owners, the applicant shall provide to the DSR signatures of the following:
 - a. All property owners who own property abutting the subject property.
 - b. All property owners of property located directly across a street from the subject property.

(Ord. No. 11-24, § 8, 9-6-11; Ord. No. 12-03, § 2, 3-5-12; Ord. No. 12-09, §§ 1, 2, 6-18-12; Ord. No. 12-16, § 2, 9-17-12; Ord. No. 13-04, § 2, 4-1-13; Ord. No. 14-25, §§ 2—6, 12-1-14; Ord. No. 15-18, § 2, 8-17-15; Ord. No. 15-29, § 2, 9-21-15; Ord. No. 15-26, § 2, 12-7-15; Ord. No. 17-04, § 4, 4-17-17; Ord. No. 17-13, § 2, 5-15-17; Ord. No. 2020-04, § 1, 3-16-20; Ord. No. 2020-22, § 2, 10-5-20; Ord. No. 2020-24, §§ 3—5, 1-21-20; Ord. No. 2020-25, §§ 2, 3, 2-3-20; Ord. No. 2023-15, §§ 3—5, 9-18-23)

Editor's note(s)—Ord. No. 2020-24, adopted Jan. 21, 2020, added new provisions designated as Sections 11:7.34 and 11:7.35, and subsequently renumbered Sections 11:7.34—11:7.38 as Sections 11:7.36—11:7.40.

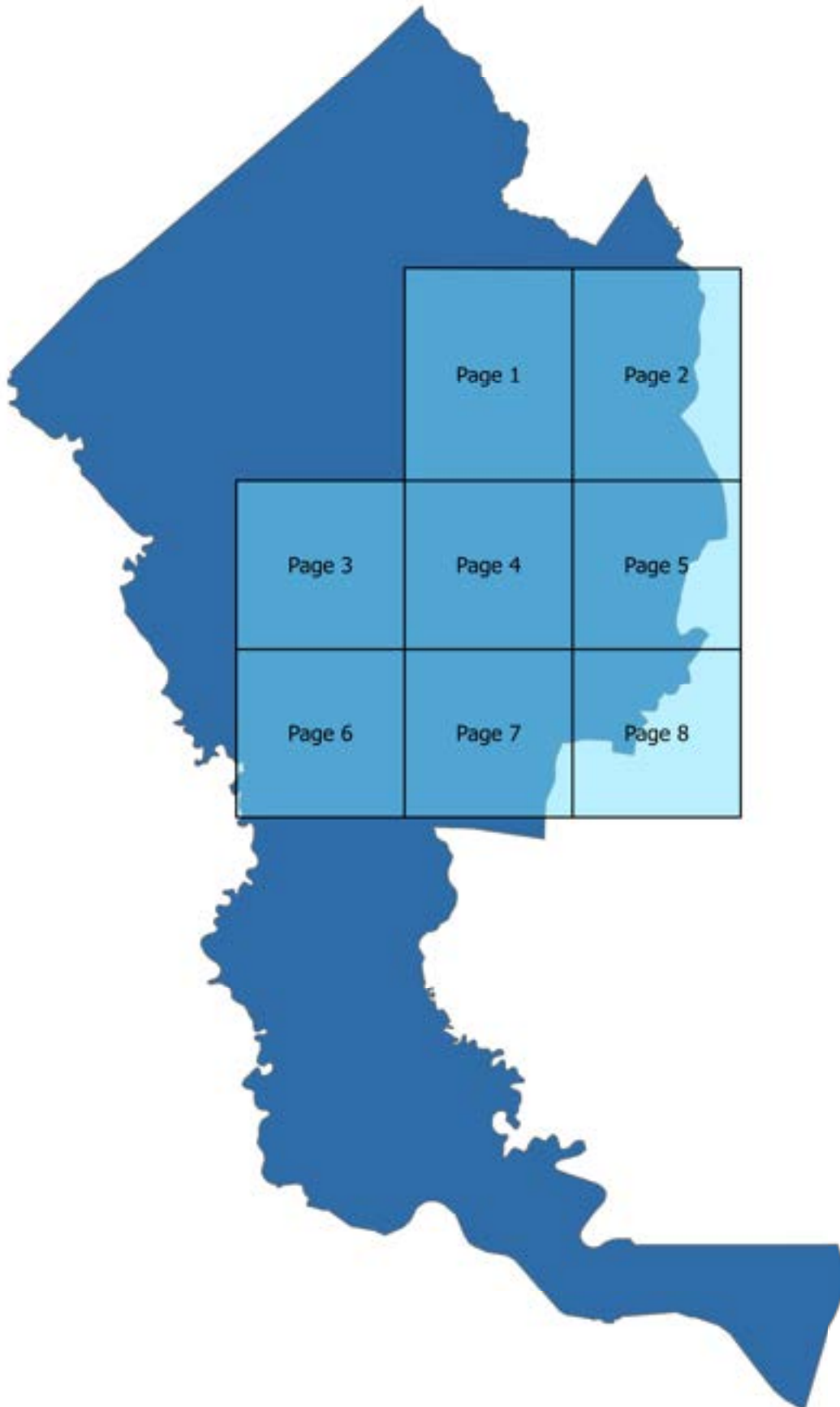


Euhaw Broad River Planning Area
Jasper County, South Carolina





Page Guide





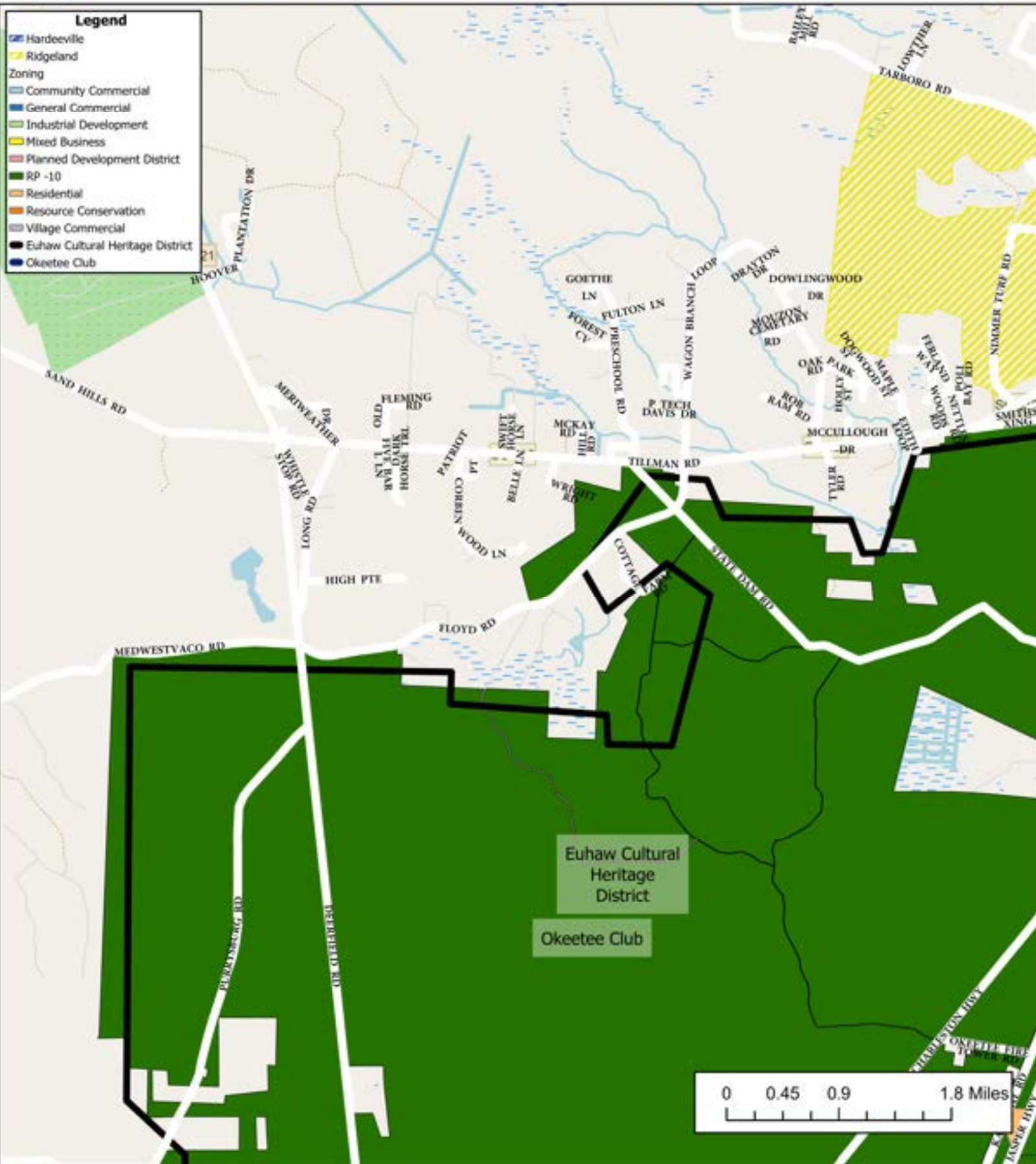
Euhaw Broad River Planning Area (Zoning)

Jasper County, South Carolina

Exhibit A



- Legend**
- Hardeeville
 - Ridgeland
 - Zoning
 - Community Commercial
 - General Commercial
 - Industrial Development
 - Mixed Business
 - Planned Development District
 - RP -10
 - Residential
 - Resource Conservation
 - Village Commercial
 - Euhaw Cultural Heritage District
 - Okeetee Club





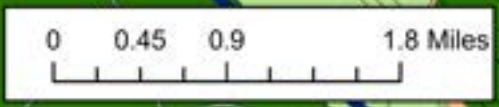
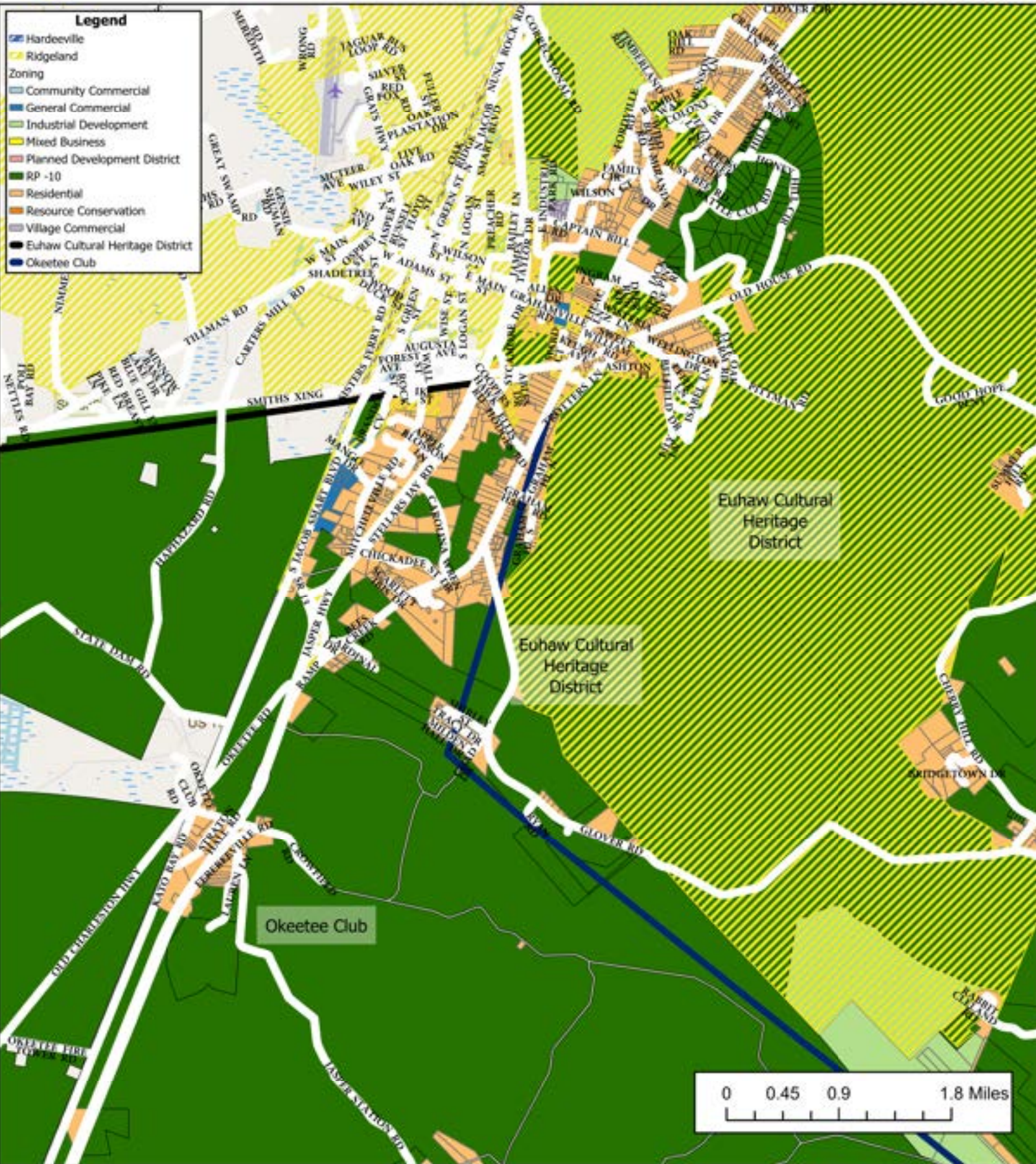
Euhaw Broad River Planning Area (Zoning)

Jasper County, South Carolina



Exhibit A

- Legend**
- Hardeeville
 - Ridgeland
 - Zoning**
 - Community Commercial
 - General Commercial
 - Industrial Development
 - Mixed Business
 - Planned Development District
 - RP - 10
 - Residential
 - Resource Conservation
 - Village Commercial
 - Euhaw Cultural Heritage District
 - Okeetee Club





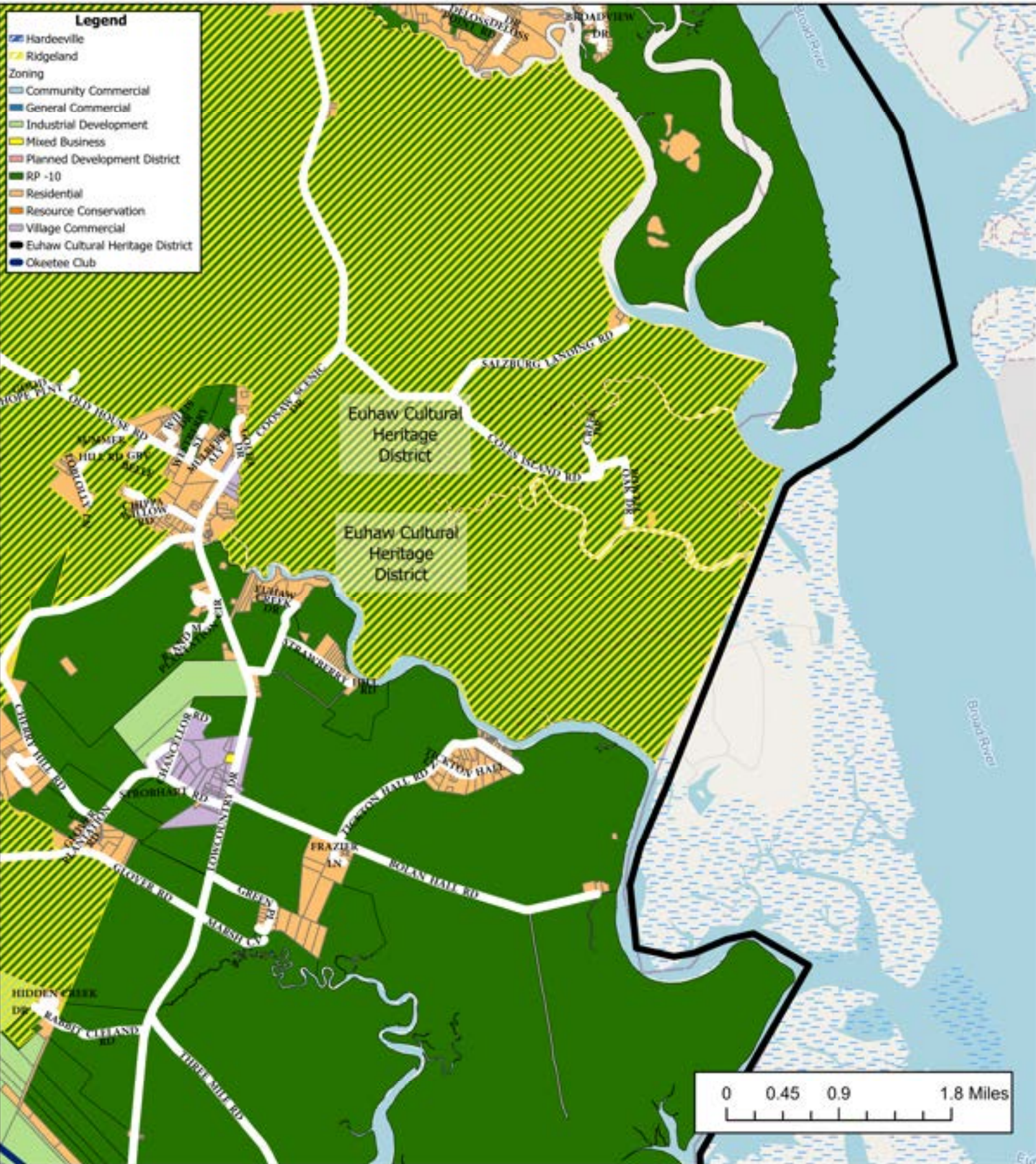
Euhaw Broad River Planning Area (Zoning)

Jasper County, South Carolina

Exhibit A



- Legend**
- Hardeeville
 - Ridgeland
 - Zoning
 - Community Commercial
 - General Commercial
 - Industrial Development
 - Mixed Business
 - Planned Development District
 - RP -10
 - Residential
 - Resource Conservation
 - Village Commercial
 - Euhaw Cultural Heritage District
 - Okeetee Club





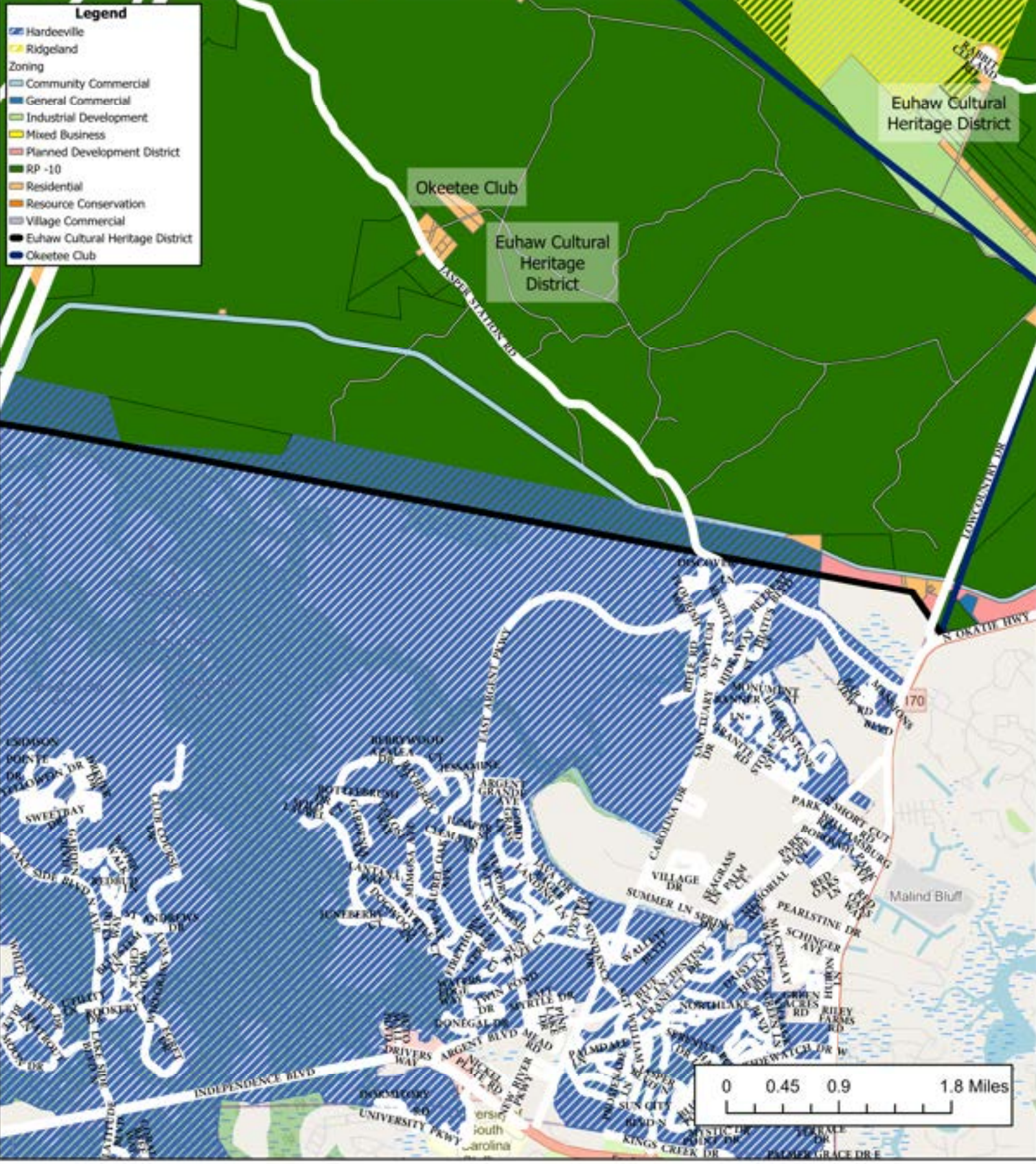
Euhaw Broad River Planning Area (Zoning)

Jasper County, South Carolina

Exhibit A



- Legend**
- Hardeeville
 - Ridgeland
 - Zoning
 - Community Commercial
 - General Commercial
 - Industrial Development
 - Mixed Business
 - Planned Development District
 - RP -10
 - Residential
 - Resource Conservation
 - Village Commercial
 - Euhaw Cultural Heritage District
 - Okeetee Club





Euhaw Broad River Planning Area (Zoning)

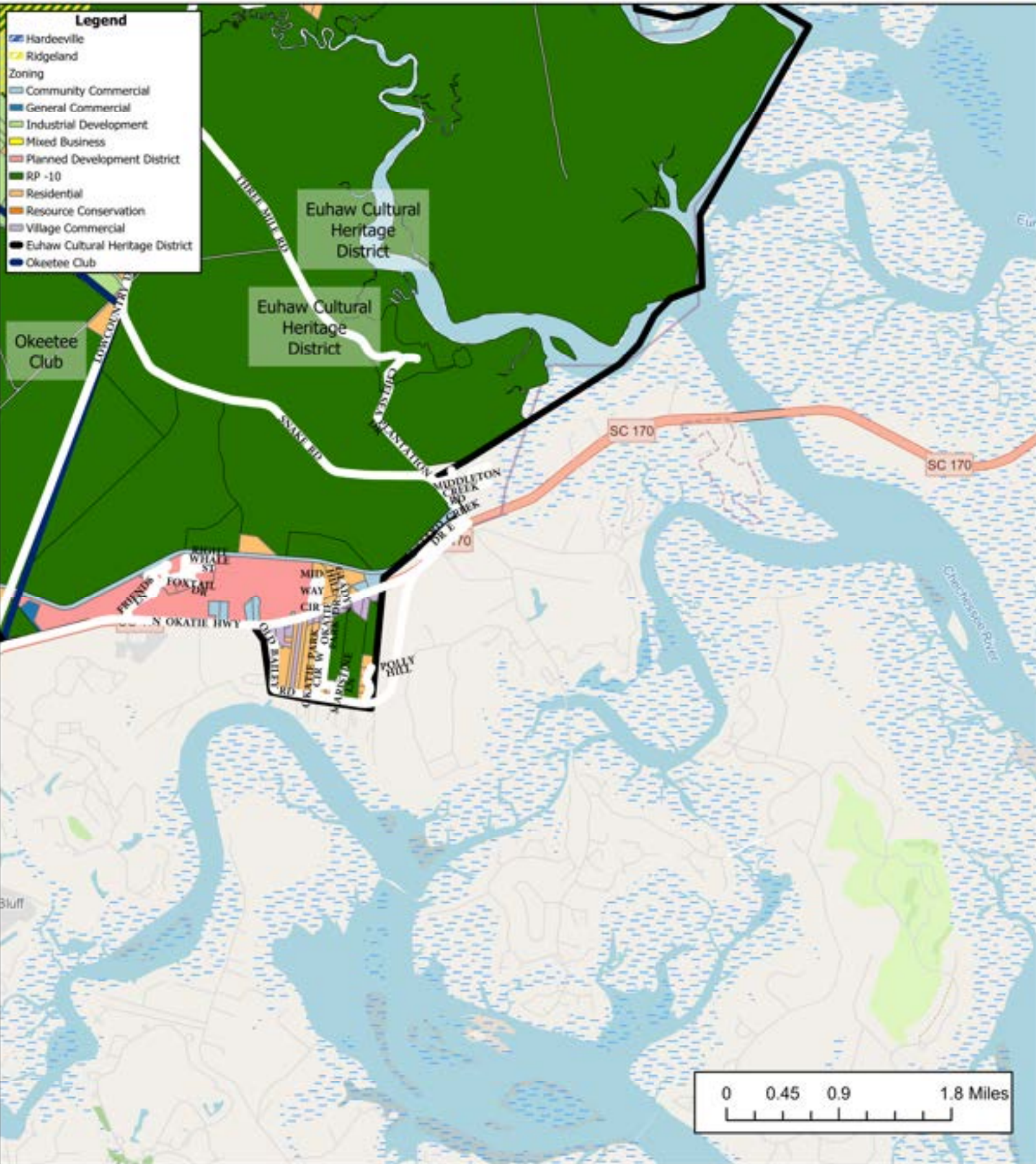
Jasper County, South Carolina

Exhibit A



Legend

- Hardeeville
- Ridgeland
- Zoning**
- Community Commercial
- General Commercial
- Industrial Development
- Mixed Business
- Planned Development District
- RP -10
- Residential
- Resource Conservation
- Village Commercial
- Euhaw Cultural Heritage District
- Okeetee Club



AGENDA

ITEM # 14

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-16

ORDINANCE OF JASPER COUNTY COUNCIL

AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN JASPER COUNTY PURSUANT TO SECTION 4-37-30 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE THE ESTIMATED COST OF THE PROJECTS FUNDED FROM THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM ON THE IMPOSITION OF THE SALES AND USE TAX AND THE ISSUANCE OF GENERAL OBLIGATION BONDS AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTIONS IN THE REFERENDUM; TO PROVIDE FOR THE CONDUCT OF THE REFERENDUM BY THE BOARD OF VOTER REGISTRATION AND ELECTIONS OF JASPER COUNTY; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF THE TAX, IF APPROVED; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

BE IT ENACTED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Recitals and Legislative Findings. As an incident to the enactment of this Ordinance, the County Council of Jasper County, South Carolina (the “County Council”) makes the following findings:

(a) The South Carolina General Assembly has enacted Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the “Act”), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the terms of Section 4-37-10 of the Code of Laws of South Carolina 1976, as amended, the South Carolina General Assembly has authorized county government to finance the costs of highways, roads, streets and bridges, greenbelt initiatives, and other transportation related projects either alone or in conjunction with other governmental entities. As a means to furthering the powers granted to the County under the provisions of Section 4-9-30 and Sections 6-21-10, *et. seq* of the Code of Laws of South Carolina 1976, as amended, the County Council is authorized to form a transportation authority or to enter into a partnership, consortium, or other contractual arrangement with one or more other governmental entities pursuant to Title 4,

Chapter 37 of the Code of Laws of the South Carolina 1976, as amended. The County Council has decided to provide funding for highways, roads, streets, bridges, greenbelts, and other transportation related projects without the complexity of a transportation authority or entering into a partnership, consortium, or other contractual arrangements with one or more other governmental entities at this time; provided that nothing herein shall preclude County Council from entering into partnerships, consortiums, or other contractual arrangements in the future. County Council may utilize such provisions in the future as necessary or convenient to promote the public purposes served by funding highways, roads, streets, bridges, greenbelts, and other transportation related facilities as provided in this Ordinance.

(c) The County Council finds that a one percent (1%) sales and use tax should be levied and imposed within Jasper County for the following projects and purposes (including use as the local match for other funds to finance):

(i) For financing the costs of highways, roads, streets, bridges, and other transportation-related projects and facilities related thereto, including, but not limited to, drainage facilities related to highways, roads, streets, bridges, and other transportation related projects; and

(ii) For financing the costs of greenbelt initiatives (including, but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors) (collectively with the above-described projects and facilities, the “Projects”);

for a period not to exceed 15 years from the date of initial imposition of such tax, to fund the Projects at an estimated capital cost of \$470,000,000 to be funded from the net proceeds of a sales and use tax imposed in Jasper County pursuant to provisions of the Act, subject to approval of the qualified electors of Jasper County in referendum to be held on November 5, 2024. The imposition of the sales and use tax and the use of sales and use tax revenue, if approved in the referendum, shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of sales and use tax revenue established by the Act, the provisions of this Ordinance, and other applicable law. Subject to annual appropriations by County Council, sales and use tax revenues shall be used for the costs of the Projects established in this Ordinance, as it may be amended from time to time, including, without limitation, payment of administrative costs of the Projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the projects. All spending shall be subject to an annual independent audit to be made available to the public, and an advisory committee consisting of the County Council Chairperson, the Mayor of Hardeeville, the Mayor of the Town of Ridgeland and the Chairperson of the Jasper County School District, shall be formed and annually assess the projects proposed for construction, provide a recommendation to County Council for the ranking

of projects, and with the assistance of County staff, prepare a report of the progress on, and the status of each project for presentation to the local government councils. Any of the above listed committee members may designate an elected member of their council or board to serve in their stead.

(d) County Council finds that the imposition of a sales and use tax in Jasper County for the Projects and purposes defined in this Ordinance for a limited time not to exceed 15 (fifteen) years will serve a public purpose, provide funding for highways, roads, streets, bridges, greenbelts, and other transportation related projects, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges, and other transportation related projects, as provided in this Ordinance to facilitate economic development, promote public safety, provide needed infrastructure, promote desirable living conditions, enhance the quality of life in Jasper County, and promote public health and safety in the event of fire, emergency, and other dangers, and prepare the County Council to meet present and future needs of Jasper County and its citizens.

Section 2. Approval of Sales and Use Tax Subject to Referendum.

(a) A sales and use tax (the “Sales and Use Tax”), as authorized by the Act, is hereby imposed in Jasper County, South Carolina, subject to a favorable vote of a majority of the qualified electors voting in a referendum on the imposition of the tax to be held in Jasper County, South Carolina on November 5, 2024.

(b) The Sales and Use Tax shall be imposed for a period not to exceed fifteen (15) years from the date of imposition, ending on April 30, 2040.

(c) The estimated capital cost of the Projects to be funded from the proceeds of the Sales and Use Tax in the aggregate is the sum of \$470,000,000, and the maximum amount of net proceeds to be raised by the tax shall not exceed the greater of either the costs of the Projects or the cost to amortize all debts related to the Projects. The estimated principal amount of authorization of bonds to be issued to pay costs of the Projects and to be paid by all or a portion of the Sales and Use Tax is \$150,000,000. All proceeds of the Sale and Use Tax and any bonds payable therefrom shall be held by the County until County Council has approved the allocation and expenditure of funds for the Projects or portions of Projects as further identified below.

(d) The Sales and Use Tax shall be expended for the costs of the following described Projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to pay costs of such Projects, for the following purposes:

(i) For financing the costs of highways, roads, streets, bridges, other transportation-related facilities and drainage facilities related thereto, and greenbelt initiatives (including, but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors), the following Projects at the estimated capital costs indicated, not to exceed in the aggregate \$470,000,000.00:

Projects and Estimated Capital Costs

S-442 (Argent Boulevard) (from US 278 to SC 170): 4-lane divided or 5-lane widening with multi-use paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (**\$57,000,000**).

US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd): 6-lane road widening for approximate 1 mile (**\$15,000,000**).

US 278 Corridor Phase 2 (Argent Blvd to I-95): 6-lane road widening for approximately 4.75 miles with two bridges (approx. 360 LF and 90 LF) (**\$50,000,000**).

SC 46/SC 170/SC 315 Intersection Improvements and Widening: assume 1 mile widening with intersection improvements at SC 46 and SC 170 to potentially combine into 1 intersection (**\$30,000,000**).

US 17/US 321 Intersection Improvement: skewed intersection in Hardeeville and may contain complicated right of way acquisition, assumes existing bridge over railroad can remain (**\$4,000,000**).

US 17 Widening (SC 315 to SC 170): 4-lane divided widening for approximately 2 miles (**\$24,000,000**).

SC 315 Widening from SC 170/SC 46 intersection to US 17: 4-lane/5-lane widening for approximately 6 miles (**\$41,500,000**).

SC 336 Intersection Improvements (Grahamville Rd to SC 336): potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (**\$5,000,000**).

I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements: Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (**\$12,000,000**).

I-95 Exit 22 Connector (US 278 to Bees Creek Road): new road with potential new bridge over I-95, dependent upon alignment and SCDOT's improvements for Exit 22 for approximate 3 miles: (**\$36,000,000**).

Glover Road (Bees Creek Road (S-13) to SC 462): Dirt road and paved road improvement – assume 2 lanes with R/W purchase for future widening (**\$26,000,000**).

US 278/SC 652 (Calf Pen Bay Road) Intersection Improvement: A traditional intersection improvement on US 278 has been installed with left turn lane and right turn onto SC 652, but improvements were not incorporated on SC 652. Turn lanes with improved intersection realignment should be considered or a roundabout should be installed as this could be a key intersection for traffic calming for entrance to Ridgeland: (**\$2,000,000**).

SC 462 (SC 170 to Snake Road): 4-lane divided or 5-lane widening for approximately 3 miles and safety improvements for approximately 5 miles (**\$56,000,000**).

US 17/Mackay Point Road Intersection: Realignment of S-27-37 to eliminate skewed intersection with Mackay Point Road and may involve improved access management on US 17, dependent on coordination with SCDOT, assume 0.6 mile realignment and intersection improvement: (**\$5,000,000**).

US 321/SC 336 Intersection Improvement: skewed intersection in Tillman (**\$2,500,000**).

Reconstruction of Levy Road: (**\$10,000,000**).

Greenbelt Initiatives: **\$94,000,000** for financing greenbelt initiatives (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors).

2.4 The Sales and Use Tax shall be expended for financing (including use as the local match for other funds to finance) the costs of highways, roads, streets, bridges, greenbelts, and other transportation-related projects facilities, and drainage facilities related thereto, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such projects.

2.5 If the Sales and Use Tax is approved by a majority of the qualified electors voting in a referendum to be held in Jasper County on November 5, 2024, the tax is to be imposed on the first day of May, 2025, provided the Board of Voter Registration and Elections of Jasper County shall certify the results not later than November 30, 2024, to Jasper County Council and the South Carolina Department of Revenue. Included in the certification must be the maximum cost of the Projects to be funded in whole or in part from the proceeds of the tax, the maximum time specified for the imposition of the tax, and the principal amount of initial authorization of bonds, if any, to be supported by a portion of the tax.

2.6 The Sales and Use Tax, if approved in the referendum conducted on November 5, 2024, shall terminate on the earlier of:

- (1) on April 30, 2040; or
- (2) the end of the calendar month during which the Department of Revenue determines that the tax has raised revenues sufficient to provide the greater of either the costs of the Projects as approved in the referendum or the cost to amortize all debts related to the approved Projects.

2.7 Amounts of Sales and Use Tax collected in excess of the required proceeds must first be applied, if necessary, to complete each Project for which the tax was imposed. Any

additional revenue collected above the specified amount must be applied to the reduction of debt principal of Jasper County on transportation infrastructure debts only.

2.8 The Sales and Use Tax must be administered and collected by the South Carolina Department of Revenue in the same manner that other sales and use taxes are collected. The Department may prescribe amounts that may be added to the sales price because of the tax.

2.9 The Sales and Use Tax is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter 36 of Title 12 of the Code of Laws of South Carolina, and the enforcement provisions of Chapter 54 of Title 12 of the Code of Laws of South Carolina. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36 of Title 12 of the Code of Laws of South Carolina are exempt from the tax imposed by this Ordinance. The gross proceeds of the sale of food lawfully purchased with United States Department of Agriculture Food Stamps are exempt from the tax imposed by this Ordinance. The tax imposed by this Ordinance also applies to tangible property subject to the use tax in Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina.

2.10 Taxpayers required to remit taxes under Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina must identify the county in which the personal property purchased at retail is stored, used, or consumed in this State.

2.11 Utilities are required to report sales in the county in which the consumption of the tangible personal property occurs.

2.12 A taxpayer subject to the tax imposed by §12-36-920 of the Code of Laws of South Carolina 1976, as amended, who owns or manages rental units in more than one county must report separately in his sales tax return the total gross proceeds from business done in each county.

2.13 The gross proceeds of sales of tangible personal property delivered after the imposition date of the Sales and Use Tax, either under the terms of a construction contract executed before the imposition date, or written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the sales and use tax provided in this ordinance if a verified copy of the contract is filed with Department of Revenue within six months after the imposition date of the sales and use tax provided for in this Ordinance.

2.14 Notwithstanding the imposition date of the Sales and Use Tax with respect to services that are billed regularly on a monthly basis, the sales and use tax authorized pursuant to this ordinance is imposed beginning on the first day of the billing period beginning on or after the imposition date.

Section 3. Remission of Sales and Use Tax; Segregation of Funds; Administration of Funds; Distribution to Counties: Confidentially.

3.1 The revenues of the Sales and Use Tax collected under this Ordinance must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund

of the State. After deducting the amount of any refunds made and costs to the Department of Revenue of administering the tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues and all interest earned on the revenues on deposit with him quarterly to the Jasper County Treasurer and the revenues and interest earnings must be used only for the purposes stated herein. The State Treasurer may correct misallocations by adjusting later distributions, but these adjustments must be made in the same fiscal year as the misallocation. However, allocations made as a result of city or county code errors must be corrected prospectively.

3.2 The Department of Revenue shall furnish data to the State Treasurer and to the Jasper County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to the County upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers.

Section 4. Sales and Use Tax Referendum; Ballot Question.

4.1 The Board of Voter Registration and Elections of Jasper County shall conduct a referendum on the question of imposing the Sales and Use Tax in the area of Jasper County on Tuesday, November 5, 2024, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina, mutatis mutandis. The Board of Voter Registration and Elections of Jasper County shall publish the date and purpose of the referendum once a week for four consecutive weeks immediately preceding the date of the referendum in a newspaper of general circulation in Jasper County, and shall publish such additional election and other notices as are required by law.

4.2 The referendum question to be on the ballot of the referendum to be held in Jasper County on November 5, 2024, must read substantially as follows:

JASPER COUNTY SPECIAL SALES AND USE TAX

QUESTION 1

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Jasper County for not more than fifteen (15) years to fund the following projects:

Projects: Project (1) Using eighty percent (80%) of the referenced tax financing the costs of highways, roads, streets, bridges, and other transportation-related projects, including drainage facilities related thereto: \$376,000,000.

Project (2) Using twenty percent (20%) of the referenced tax for financing the costs of greenbelt projects (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors): \$94,000,000.

YES _____

NO _____

Instructions to Voters: All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote “YES;” and

All qualified electors opposed to levying the special sales and use tax shall vote “NO.”

QUESTION 2

I approve the issuance of not exceeding \$150,000,000 of general obligation bonds of Jasper County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed 15 years, to fund any of the projects from among the categories described in Question 1 above.

YES _____

NO _____

Instructions to Voters: All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote “YES;” and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote “NO.”

4.3 In the referendum on the imposition of a special sales and use tax in Jasper County, all qualified electors desiring to vote in favor of imposing the tax for the stated purposes shall vote “yes” and all qualified electors opposed to levying the tax shall vote “no”. If a majority of the

electors voting in the referendum shall vote in favor of imposing the tax, then the tax is imposed as provided in the Act and this Ordinance. Expenses of the referendum must be paid by Jasper County government.

4.4 In the referendum on the issuance of bonds, all qualified electors desiring to vote in favor of the issuance of bonds for the stated purpose shall vote “yes” and all qualified electors opposed to the issuance of bonds shall vote “no”. If a majority of the electors voting in the referendum shall vote in favor of the issuance of bonds, then the issuance of bonds shall be authorized in accordance with S.C. Constitution Article X, Section 14, Paragraph (6). Expenses of the referendum must be paid by Jasper County government.

Section 5. Imposition of Tax Subject to Referendum.

The imposition of the Sales and Use Tax in Jasper County is subject in all respects to the favorable vote of a majority of qualified electors casting votes in a referendum on the question of imposing a sales and use tax in the area of Jasper County in a referendum to be conducted by the Board of Voter Registration and Elections of Jasper County on November 5, 2024, and the favorable vote of a majority of the qualified electors voting in such referendum shall be a condition precedent to the imposition of a sales and use tax pursuant to the provisions of this Ordinance.

Section 6. Miscellaneous.

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever; provided, however, that the Sales and Use Tax may not be imposed without the favorable results of the referendum to be held on November 5, 2024.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina, and all suits and actions arising out of or with respect to this Ordinance shall be instituted only in a court of competent jurisdiction in the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

(d) This Ordinance shall take effect immediately upon approval following third reading.

(e) All previous ordinances regarding the same subject matter as this Ordinance are hereby repealed.

ENACTED THIS ____ DAY OF _____, 2024.

JASPER COUNTY COUNCIL

(SEAL)

Chairman

Clerk of Council

First Reading: May 6, 2024
Second Reading: _____, 2024
Public Reading: June 24, 2024
Third Reading: _____, 2024

STATE OF SOUTH CAROLINA
JASPER COUNTY

ORDINANCE #O-2024-

ORDINANCE OF JASPER COUNTY COUNCIL

AN ORDINANCE

TO LEVY AND IMPOSE A ONE PERCENT SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN JASPER COUNTY PURSUANT TO SECTION 4-37-30 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE THE ESTIMATED COST OF THE PROJECTS FUNDED FROM THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM ON THE IMPOSITION OF THE SALES AND USE TAX AND THE ISSUANCE OF GENERAL OBLIGATION BONDS AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTIONS IN THE REFERENDUM; TO PROVIDE FOR THE CONDUCT OF THE REFERENDUM BY THE BOARD OF VOTER REGISTRATION AND ELECTIONS OF JASPER COUNTY; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF THE TAX, IF APPROVED; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

BE IT ENACTED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Recitals and Legislative Findings. As an incident to the enactment of this Ordinance, the County Council of Jasper County, South Carolina (the "County Council") makes the following findings:

(a) The South Carolina General Assembly has enacted Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the "Act"), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the terms of Section 4-37-10 of the Code of Laws of South Carolina 1976, as amended, the South Carolina General Assembly has authorized county government to finance the costs of highways, roads, streets and bridges, greenbelt initiatives, and other transportation related projects either alone or in conjunction with other governmental entities. As a means to furthering the powers granted to the County under the provisions of Section 4-9-30 and Sections 6-21-10, *et. seq* of the Code of Laws of South Carolina 1976, as amended, the County

Council is authorized to form a transportation authority or to enter into a partnership, consortium, or other contractual arrangement with one or more other governmental entities pursuant to Title 4, Chapter 37 of the Code of Laws of the South Carolina 1976, as amended. The County Council has decided to provide funding for highways, roads, streets, bridges, greenbelts, and other transportation related projects without the complexity of a transportation authority or entering into a partnership, consortium, or other contractual arrangements with one or more other governmental entities at this time; provided that nothing herein shall preclude County Council from entering into partnerships, consortiums, or other contractual arrangements in the future. County Council may utilize such provisions in the future as necessary or convenient to promote the public purposes served by funding highways, roads, streets, bridges, greenbelts, and other transportation related facilities as provided in this Ordinance.

(c) The County Council finds that a one percent (1%) sales and use tax should be levied and imposed within Jasper County for the following projects and purposes (including use as the local match for other funds to finance):

- (i) For financing the costs of highways, roads, streets, bridges, and other transportation-related projects and facilities related thereto, including, but not limited to, drainage facilities related to highways, roads, streets, bridges, and other transportation related projects; and

(ii) For financing the costs of greenbelt initiatives (including, but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors) (collectively with the above-described projects and facilities, the “Projects”);

Formatted: Font color: Red

Formatted: Font color: Red

~~(ii)~~

Formatted: Indent: Left: 1.5", No bullets or numbering

for a period not to exceed 15 years from the date of initial imposition of such tax, to fund the Projects at an estimated capital cost of \$470,000,000 to be funded from the net proceeds of a sales and use tax imposed in Jasper County pursuant to provisions of the Act, subject to approval of the qualified electors of Jasper County in referendum to be held on November 5, 2024. The imposition of the sales and use tax and the use of sales and use tax revenue, if approved in the referendum, shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of sales and use tax revenue established by the Act, the provisions of this Ordinance, and other applicable law. Subject to annual appropriations by County Council, sales and use tax revenues shall be used for the costs of the Projects established in this Ordinance, as it may be amended from time to time, including, without limitation, payment of administrative costs of the Projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the projects. ~~All spending shall be subject to an annual independent audit to be made available to the public.~~ All spending shall be subject to an annual independent audit to be made available to the public, and an advisory committee consisting of the

County Council Chairperson, the Mayor of Hardeeville, the Mayor of the Town of Ridgeland and the Chairperson of the Jasper County School District, shall be formed and annually assess the projects proposed for construction, provide a recommendation to County Council for the ranking of projects, and with the assistance of County staff, prepare a report of the progress on, and the status of each project for presentation to the local government councils. Any of the above listed committee members may designate an elected member of their council or board to serve in their stead.

Formatted: Font color: Red

(d) County Council finds that the imposition of a sales and use tax in Jasper County for the Projects and purposes defined in this Ordinance for a limited time not to exceed 15 (fifteen) years will serve a public purpose, provide funding for highways, roads, streets, bridges, greenbelts, and other transportation related projects, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges, and other transportation related projects, as provided in this Ordinance to facilitate economic development, promote public safety, provide needed infrastructure, promote desirable living conditions, enhance the quality of life in Jasper County, and promote public health and safety in the event of fire, emergency, and other dangers, and prepare the County Council to meet present and future needs of Jasper County and its citizens.

Section 2. Approval of Sales and Use Tax Subject to Referendum.

(a) A sales and use tax (the “Sales and Use Tax”), as authorized by the Act, is hereby imposed in Jasper County, South Carolina, subject to a favorable vote of a majority of the qualified electors voting in a referendum on the imposition of the tax to be held in Jasper County, South Carolina on November 5, 2024.

(b) The Sales and Use Tax shall be imposed for a period not to exceed fifteen (15) years from the date of imposition, ending on April 30, 2040.

(c) The estimated capital cost of the Projects to be funded from the proceeds of the Sales and Use Tax in the aggregate is the sum of \$470,000,000, and the maximum amount of net proceeds to be raised by the tax shall not exceed the greater of either the costs of the Projects or the cost to amortize all debts related to the Projects. The estimated principal amount of authorization of bonds to be issued to pay costs of the Projects and to be paid by all or a portion of the Sales and Use Tax is ~~\$290~~150,000,000. All proceeds of the Sale and Use Tax and any bonds payable therefrom shall be held by the County until County Council has approved the allocation and expenditure of funds for the Projects or portions of Projects as further identified below.

(d) The Sales and Use Tax shall be expended for the costs of the following described Projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to pay costs of such Projects, for the following purposes:

~~(i) For financing the costs of highways, roads, streets, bridges, and other transportation-related facilities, and drainage facilities related thereto, and greenbelt initiatives (including, but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace,~~

Formatted: Font color: Red

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Font color: Red

Formatted: Font color: Red

creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors), the following Projects at the estimated capital costs indicated, not to exceed in the aggregate \$470,000,000.00:

Formatted: Font color: Red

Formatted: Font color: Red

Projects and Estimated Capital Costs

S-442 (Argent Boulevard) (from US 278 to SC 170): 4-lane divided or 5-lane widening with multi-use paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (**\$57,000,000**).

~~**SC 170 (from US 278 to SC 462):** 6 lane road widening and access management — The Lowcountry Council of Governments initiated a SC 170 Corridor Access Management Study and this project is derived from this study. The existing road is a 4 lane divided highway and the project includes widening to 6 lanes with access management standards for approximately 4.5 miles (**\$70,000,000**).~~

~~**S-141 (John Smith Road):** Connector from US 17 in Hardeeville to US 278 — 3 lane road widening with multiuse paths for approximately 2.1 miles (**\$17,000,000**).~~

US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd): 6-lane road widening for approximate 1 mile (**\$15,000,000**).

US 278 Corridor Phase 2 (Argent Blvd to I-95): 6-lane road widening for approximately 4.75 miles with two bridges (approx. 360 LF and 90 LF) (**\$50,000,000**).

SC 46/SC 170/SC 315 Intersection Improvements and Widening: assume 1 mile widening with intersection improvements at SC 46 and SC 170 to potentially combine into 1 intersection (**\$30,000,000**).

US 17/US 321 Intersection Improvement: skewed intersection in Hardeeville and may contain complicated right of way acquisition, assumes existing bridge over railroad can remain (**\$4,000,000**).

US 17 Widening (SC 315 to SC 170): 4-lane divided widening for approximately 2 miles (**\$24,000,000**).

~~**US 17/SC 170 Intersection Improvement:** realignment with Riverport Development Entrance and may have complicated right of way acquisition or potentially modify Riverport Development (**\$6,000,000**).~~

~~**US 17 Widening (US 278 to Jon Smith Road):** 4 lane divided or 5 lane widening for approximately 1.5 miles (**\$18,000,000**).~~

~~**New River Parkway (US 278 to Argent Blvd):** with access to Technical College of the Lowcountry: 3 lane widening with access management for approximately 0.6 mile and new 2 lane~~

~~road from New River Parkway/Copper Plate Rd intersection to University Parkway for approximately 0.4 mile (\$11,000,000).~~

~~Short Cut Road (SC 170 to Argent Blvd): 3-lane road widening for approximately 0.5 mile to be coordinated with SC 170 Widening and Access Management project (\$5,000,000).~~

SC 315 Widening from SC 170/SC 46 intersection to US 17: 4-lane/5-lane widening for approximately 6 miles (\$~~72,000~~**41,500,000**).

~~US 17 Port Interchange: new interchange for future port (\$60,000,000).~~

SC 336 Intersection Improvements (Grahamville Rd to SC 336): potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (\$5,000,000).

I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements: Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (\$12,000,000).

I-95 Exit 22 Connector (US 278 to Bees Creek Road): new road with potential new bridge over I-95, dependent upon alignment and SCDOT's improvements for Exit 22 for approximate 3 miles: (\$36,000,000).

Glover Road (Bees Creek Road (S-13) to SC 462): Dirt road and paved road improvement – assume 2 lanes with R/W purchase for future widening (\$26,000,000).

US 278/SC 652 (Calf Pen Bay Road) Intersection Improvement: A traditional intersection improvement on US 278 has been installed with left turn lane and right turn onto SC 652, but improvements were not incorporated on SC 652. Turn lanes with improved intersection realignment should be considered or a roundabout should be installed as this could be a key intersection for traffic calming for entrance to Ridgeland: (\$2,000,000).

SC 462 (SC 170 to Snake Road): 4-lane divided or 5-lane widening for approximately 3 miles and safety improvements for approximately 5 miles (\$56,000,000).

US 17/Mackay Point Road Intersection: Realignment of S-27-37 to eliminate skewed intersection with Mackay Point Road and may involve improved access management on US 17, dependent on coordination with SCDOT, assume 0.6 mile realignment and intersection improvement: (\$5,000,000).

~~Snake Road (S-54) Widening (SC 46 to SC 170): 4-lane/5-lane road widening with improved intersection at SC 462 for approximately 3 miles (\$36,000,000).~~

US 321/SC 336 Intersection Improvement: skewed intersection in Tillman (\$2,500,000).

Reconstruction of Levy Road: (\$10,000,000).

~~Repairs, resurfacing, overlays, general roadway improvements, and new road construction and improvements (sections to be determined): (\$20,000,000).~~

~~8 Traffic Signals (\$2,500,000).~~

Greenbelt Initiatives: \$94,000,000 for financing greenbelt initiatives (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors).

2.4 The Sales and Use Tax shall be expended for financing (including use as the local match for other funds to finance) the costs of highways, roads, streets, bridges, greenbelts, and other transportation-related projects facilities, and drainage facilities related thereto, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such projects.

2.5 If the Sales and Use Tax is approved by a majority of the qualified electors voting in a referendum to be held in Jasper County on November 5, 2024, the tax is to be imposed on the first day of May, 2025, provided the Board of Voter Registration and Elections of Jasper County shall certify the results not later than November 30, 2024, to Jasper County Council and the South Carolina Department of Revenue. Included in the certification must be the maximum cost of the Projects to be funded in whole or in part from the proceeds of the tax, the maximum time specified for the imposition of the tax, and the principal amount of initial authorization of bonds, if any, to be supported by a portion of the tax.

2.6 The Sales and Use Tax, if approved in the referendum conducted on November 5, 2024, shall terminate on the earlier of:

- (1) on April 30, 2040; or
- (2) the end of the calendar month during which the Department of Revenue determines that the tax has raised revenues sufficient to provide the greater of either the costs of the Projects as approved in the referendum or the cost to amortize all debts related to the approved Projects.

2.7 Amounts of Sales and Use Tax collected in excess of the required proceeds must first be applied, if necessary, to complete each Project for which the tax was imposed. Any additional revenue collected above the specified amount must be applied to the reduction of debt principal of Jasper County on transportation infrastructure debts only.

2.8 The Sales and Use Tax must be administered and collected by the South Carolina Department of Revenue in the same manner that other sales and use taxes are collected. The Department may prescribe amounts that may be added to the sales price because of the tax.

2.9 The Sales and Use Tax is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter

36 of Title 12 of the Code of Laws of South Carolina, and the enforcement provisions of Chapter 54 of Title 12 of the Code of Laws of South Carolina. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36 of Title 12 of the Code of Laws of South Carolina are exempt from the tax imposed by this Ordinance. The gross proceeds of the sale of food lawfully purchased with United States Department of Agriculture Food Stamps are exempt from the tax imposed by this Ordinance. The tax imposed by this Ordinance also applies to tangible property subject to the use tax in Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina.

2.10 Taxpayers required to remit taxes under Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina must identify the county in which the personal property purchased at retail is stored, used, or consumed in this State.

2.11 Utilities are required to report sales in the county in which the consumption of the tangible personal property occurs.

2.12 A taxpayer subject to the tax imposed by §12-36-920 of the Code of Laws of South Carolina 1976, as amended, who owns or manages rental units in more than one county must report separately in his sales tax return the total gross proceeds from business done in each county.

2.13 The gross proceeds of sales of tangible personal property delivered after the imposition date of the Sales and Use Tax, either under the terms of a construction contract executed before the imposition date, or written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the sales and use tax provided in this ordinance if a verified copy of the contract is filed with Department of Revenue within six months after the imposition date of the sales and use tax provided for in this Ordinance.

2.14 Notwithstanding the imposition date of the Sales and Use Tax with respect to services that are billed regularly on a monthly basis, the sales and use tax authorized pursuant to this ordinance is imposed beginning on the first day of the billing period beginning on or after the imposition date.

Section 3. Remission of Sales and Use Tax; Segregation of Funds; Administration of Funds; Distribution to Counties: Confidentially.

3.1 The revenues of the Sales and Use Tax collected under this Ordinance must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund of the State. After deducting the amount of any refunds made and costs to the Department of Revenue of administering the tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues and all interest earned on the revenues on deposit with him quarterly to the Jasper County Treasurer and the revenues and interest earnings must be used only for the purposes stated herein. The State Treasurer may correct misallocations by adjusting later distributions, but these adjustments must be made in the same fiscal year as the misallocation. However, allocations made as a result of city or county code errors must be corrected prospectively.

3.2 The Department of Revenue shall furnish data to the State Treasurer and to the Jasper County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to the County upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers.

Section 4. Sales and Use Tax Referendum; Ballot Question.

4.1 The Board of Voter Registration and Elections of Jasper County shall conduct a referendum on the question of imposing the Sales and Use Tax in the area of Jasper County on Tuesday, November 5, 2024, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina, mutatis mutandis. The Board of Voter Registration and Elections of Jasper County shall publish the date and purpose of the referendum once a week for four consecutive weeks immediately preceding the date of the referendum in a newspaper of general circulation in Jasper County, and shall publish such additional election and other notices as are required by law.

4.2 The referendum question to be on the ballot of the referendum to be held in Jasper County on November 5, 2024, must read substantially as follows:

JASPER COUNTY SPECIAL SALES AND USE TAX

QUESTION 1

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Jasper County for not more than fifteen (15) years to fund the following projects:

Projects: Project (1) ForUsing eighty percent (80%) of the referenced tax financing the costs of highways, roads, streets, bridges, and other transportation-related projects, including drainage facilities related thereto: \$376,000,000.

Formatted: Font color: Red
Formatted: Font color: Red

~~Project (2) ForUsing twenty percent (20%) of the referenced tax for financing the costs of greenbelt projects: (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors); \$94,000,000.~~

Formatted: Indent: Left: 0", First line: 0", Tab stops: Not at -1"

Formatted: Font color: Red
Formatted: Font color: Red

YES ____

NO ____

Formatted: Font color: Red

Formatted: Indent: Left: 2.06", First line: 0", Tab stops: Not at -1"

Instructions to Voters: All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote "YES;" and

All qualified electors opposed to levying the special sales and use tax shall vote "NO."

QUESTION 2

I approve the issuance of not exceeding ~~\$290~~150,000,000 of general obligation bonds of Jasper County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed 15 years, to fund any of the projects from among the categories described in Question 1 above.

YES ____

NO ____

Instructions to Voters: All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote "YES;" and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote "NO."

4.3 In the referendum on the imposition of a special sales and use tax in Jasper County, all qualified electors desiring to vote in favor of imposing the tax for the stated purposes shall vote

~~{+0090-104 / 00108295 / V4}~~
July 3, 2024

“yes” and all qualified electors opposed to levying the tax shall vote “no”. If a majority of the electors voting in the referendum shall vote in favor of imposing the tax, then the tax is imposed as provided in the Act and this Ordinance. Expenses of the referendum must be paid by Jasper County government.

4.4 In the referendum on the issuance of bonds, all qualified electors desiring to vote in favor of the issuance of bonds for the stated purpose shall vote “yes” and all qualified electors opposed to the issuance of bonds shall vote “no”. If a majority of the electors voting in the referendum shall vote in favor of the issuance of bonds, then the issuance of bonds shall be authorized in accordance with S.C. Constitution Article X, Section 14, Paragraph (6). Expenses of the referendum must be paid by Jasper County government.

Section 5. Imposition of Tax Subject to Referendum.

The imposition of the Sales and Use Tax in Jasper County is subject in all respects to the favorable vote of a majority of qualified electors casting votes in a referendum on the question of imposing a sales and use tax in the area of Jasper County in a referendum to be conducted by the Board of Voter Registration and Elections of Jasper County on November 5, 2024, and the favorable vote of a majority of the qualified electors voting in such referendum shall be a condition precedent to the imposition of a sales and use tax pursuant to the provisions of this Ordinance.

Section 6. Miscellaneous.

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever; provided, however, that the Sales and Use Tax may not be imposed without the favorable results of the referendum to be held on November 5, 2024.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina, and all suits and actions arising out of or with respect to this Ordinance shall be instituted only in a court of competent jurisdiction in the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

(d) This Ordinance shall take effect immediately upon approval following third reading.

{10090-104 / 00108295 / V4} —
July 3, 2024

(e) All previous ordinances regarding the same subject matter as this Ordinance are hereby repealed.

ENACTED THIS ____ DAY OF _____, 2024.

JASPER COUNTY COUNCIL

(SEAL)

Chairman

Clerk of Council

First Reading: _____, 2024
Second Reading: _____, 2024
Public Reading: _____, 2024
Third Reading: _____, 2024

Formatted Table

AGENDA

ITEM # 15

+

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-_____

ORDINANCE OF JASPER COUNTY COUNCIL

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

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

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

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

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

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

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

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

Done this _____ day of _____, 2024.

L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Simmons, Clerk to Council

ORDINANCE 2024-O- ____
First Reading: _____

Second Reading: _____
Public hearing: _____
Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

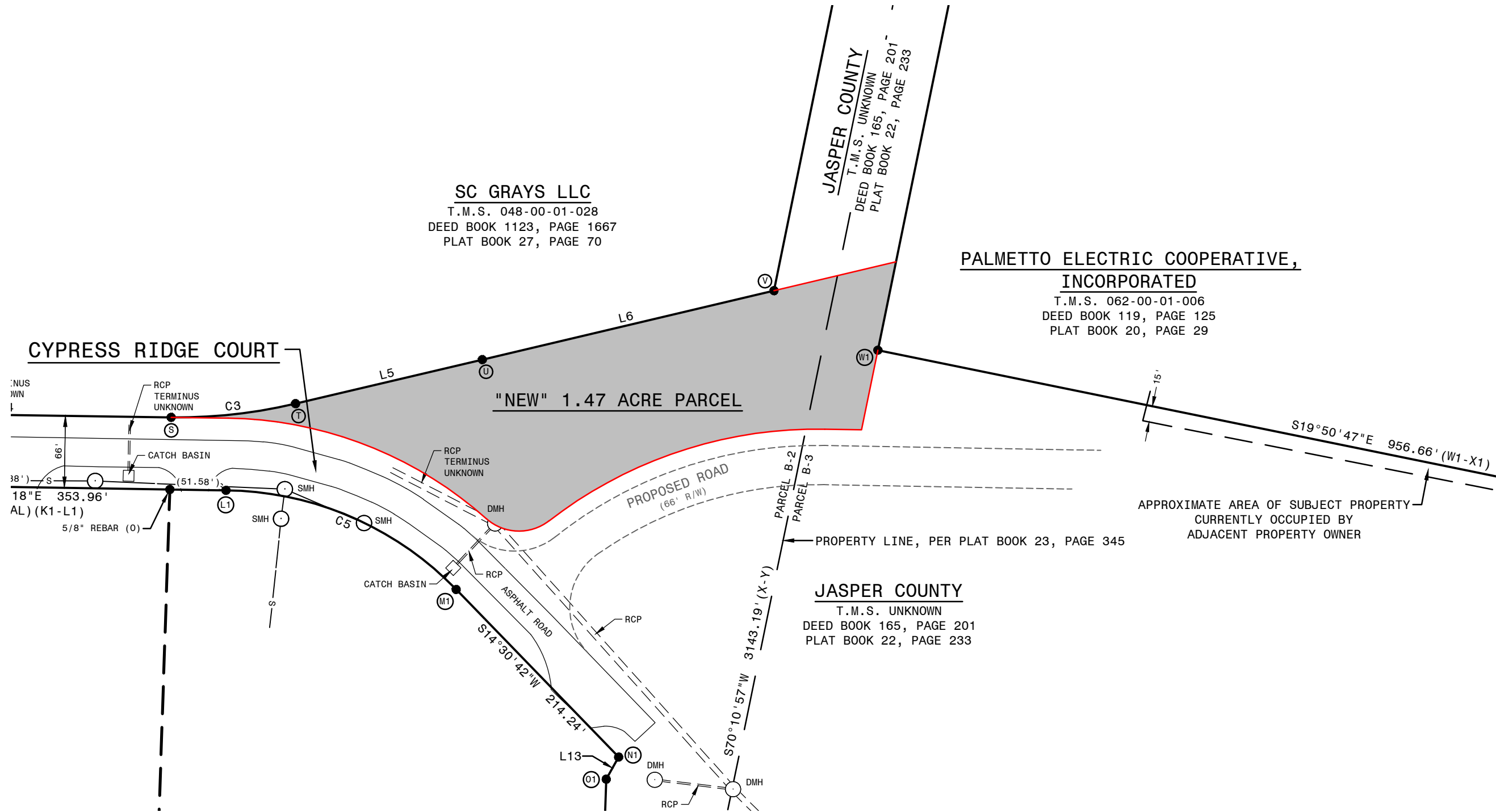
David L. Tedder Date: _____

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

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

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

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



**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2024-10

RESOLUTION OF JASPER COUNTY COUNCIL

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

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

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

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

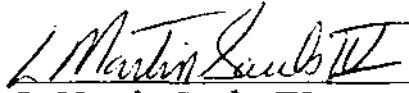
WHEREAS, Jasper County Council is of the belief that it is in the best interest of the County and its citizens to ratify this Purchase and Sale Agreement with SC Grays, LLC, and complete the sale in due course, which will require adoption of an ordinance authorizing the transfer of the Property;

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

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

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

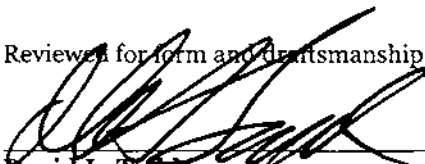
This Resolution No. R-2024-10 made this 15th day of April, 2024.


L. Martin Sauls, IV
Chairman

ATTEST:


Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.


David L. Tedder

4-15-24
Date

Attachment:

Agreement of Purchase and Sale with Sketch Drawing

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

Witnesses:

SELLER:

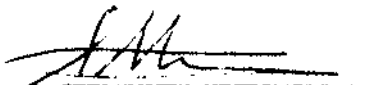
JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation

By: _____ (SEAL)

Name _____

Its: _____

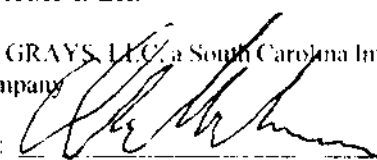
Date: _____



IGOR MITNIK

PURCHASER:

SC GRAYS, LLC, a South Carolina limited liability company

By:  (SEAL)

Name: Oleg Mitnik

Its: Authorized Member

Date: 03/25/24

AGREEMENT OF PURCHASE AND SALE

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

RECITALS:

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

2. Purchaser desires to purchase the Property.

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

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

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

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

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

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

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

2.3 **Earnest Money.**

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

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

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

3. Survey.

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

4. Inspection.

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

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

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

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

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

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

5. Closing.

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

5.2 Closing Costs and Prorations.

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

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

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

5.3 Title.

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

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

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

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

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

5.4 Closing Documents.

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

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

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

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

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

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

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

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

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

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

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

6. **Seller's Representations.**

Seller represents to Purchaser as follows:

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

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

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

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

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

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

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

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

7. Purchaser's Representations.

Purchaser represents to Seller as follows:

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

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

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

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

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

8. General Provisions.

8.1 Condemnation. If prior to Closing, Seller should receive notice of the commencement or threatened commencement of eminent domain or other like proceedings against any material portion of the Property Seller shall immediately notify Purchaser in writing and Purchaser shall elect within ten (10) days after receipt of such notice, by delivering written notice to Seller, either (a) to terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser and the parties shall be relieved of any further rights or obligations hereunder; or (b) to continue this Agreement in full force and effect, but subject to such proceedings, in which event the Purchase Price shall remain the same and Seller shall transfer and assign to Purchaser at the Closing all condemnation proceeds and rights to additional condemnation proceeds, if any, relating to the Property. If Purchaser does not notify Seller of Purchaser's election within such ten (10) day period, Purchaser shall be deemed to have elected to continue this Agreement in accordance with clause (b) of this Section 8.1.

8.2 No Joint Venture; Third-Party Beneficiaries.

Purchaser and Seller acknowledge that they are not co-developers, partners, joint venture partners, or principals and agents. Seller's obligations hereunder shall run solely to Purchaser and Seller shall have

no obligations, express or implied, to any other person. Any control exercised by Seller with respect to any property within the Development is solely for the purpose of protecting property values in the Development. Any approval granted by Seller is solely for Purchaser's benefit, and neither Purchaser nor any third party may rely upon Seller's approval for any other purpose.

No person not a party to this Agreement shall be deemed or construed a direct or indirect beneficiary hereof, nor entitled to rely on any provision hereof or the conduct and performance of the parties thereto, all of such provisions, conduct and performance being solely for the benefit of the parties hereto.

8.3 Brokers. Seller and Purchaser each represent to the other that neither has dealt with a real estate broker or agent in connection with the purchase and sale contemplated by this Agreement, and no broker fee or commission is owed, or will be owed, to any person or entity.

8.4 Default and Remedies.

(a) Purchaser Default. If Purchaser fails to close on the purchase of the Property as and when required, fails to perform any of its other obligations, or breaches any representation, warranty, or covenant hereunder, Seller may deliver Purchaser a Notice of Default as provided below and, if Purchaser fails to cure within the time period required, Seller may declare Purchaser in default hereunder. Upon such default, Seller may terminate this Agreement by written notice to Purchaser and retain the Earnest Money as liquidated damages.

(b) Seller Default. If Seller fails to close on the sale of the Property as and when required, fails to perform its other obligations under this Agreement, Purchaser may give Seller a Notice of Default as provided below, and if Seller fails to cure within the time period required, Purchaser may declare Seller in default and either (i) bring an action for specific performance, in which event Purchaser shall be entitled to recover its costs and reasonable attorney's fees as may be awarded by the court in its discretion, or (ii) terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be immediately refunded to Purchaser, or (iii) provided an action for specific performance is not available to Purchaser, the Purchaser may seek such remedies available under the law or in equity, not to exceed actual (but not special or consequential) damages not to exceed twice the amount of Earnest Money and extension deposits actually made by Purchaser..

(c) Notice of Default. Notwithstanding anything herein to the contrary, neither party may terminate this Agreement or pursue other available remedies for the other party's default unless and until the party declaring the default has delivered to the other party written notice describing the alleged default ("Notice of Default"), and the party receiving such notice has failed to cure such default within fifteen (15) days after receipt of such Notice of Default or, if such default is not capable of being cured within fifteen (15) days, has failed to commence steps to cure within fifteen (15) days and thereafter to diligently pursue such steps and accomplish such cure within thirty (30) days. Notwithstanding the foregoing, this Section shall not apply to limit a party's ability to obtain temporary injunctive relief if necessary to avoid irreparable harm.

(d) Attorneys' Fees. In the event that either party pursues legal action to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to collect from the non-prevailing party such reasonable legal fees and costs incurred in the action as may be awarded by the court in its discretion.

(e) Notice. Each notice to be given hereunder shall be in writing and delivered 1) personally, 2) by overnight delivery, 3) by electronic transmission via internet email with either a) confirmation of receipt by all parties to whom it is directed or b) by depositing a copy of the email

with the U.S. Postal Service mail, with adequate first-class prepaid postage, or 4) mailing such notice by depositing it with the U.S. Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party at its address set forth below. If given by personal delivery or by overnight delivery, notice shall be deemed to have been given and received upon receipt at the address to which it is delivered. If given by mail, notice shall be deemed to have been given when deposited with the U.S. Postal Service and received within three (3) business days following such deposit in the U.S. Postal Service. Notice by email shall be deemed to have been made upon confirmation of receipt, or three (3) days after depositing the mailing as provided above with the U.S. Postal Service. Rejection or refusal by the addressee to accept delivery, or the inability to deliver any notice because of a change of address of the intended recipient without notice to the other, shall be deemed to be the receipt of the notice on the third day following the date postmarked or deposited with the overnight delivery service of U.S. Postal Service. Either party may change such addresses by written notice to the other designating the new address. Notice addresses are as follows:

If to Purchaser:

SC Grays, LLC
250 Port Street
Newark, New Jersey 07114
Attention: Oleg Mitnik
E-mail: oglem@usatrt.com Gopher Hill LLC

With a copy to:

Weiner, Shearouse, Weitz, Greenberg &
Shawe, LLP
14 E. State St.
Savannah, Georgia 31401
Attention: Helen Hester, Esq.
E-mail: hhester@wswgs.com

If to Seller:

Jasper County Administrator
Andrew P. Fulghum
358 Third Ave, Suite 306-A (Street Only)
PO Box 1149 (Mailing)
Ridgeland, SC 29936
afulghum@jaspercountysc.gov

With a copy to:

David L. Tedder
Jasper County Attorney
POBox 420
Ridgeland, SC 29936
dtedder@jaspercountysc.gov

8.5 Binding Effect/Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. Purchaser shall not assign this Agreement, in whole or in part, to a third-party entity without the prior written consent of Seller, which consent shall not be unreasonably withheld, except that Purchaser may assign this Agreement to an entity that controls, is controlled by, or is under common control with Purchaser without the prior consent of Seller.

8.6 Entire Agreement. This Agreement, together with the attached Exhibits, embodies the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous negotiations, understandings, agreements, letters of intent or otherwise, all of which are of no further force or effect. This Agreement cannot be waived or amended except by written instrument executed by Purchaser and Seller.

8.7 Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of South Carolina.

8.8 Severability. The provisions of this Agreement are intended to be independent. In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal,

or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the other provisions of this Agreement.

8.9 No Waiver. Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with this Agreement nor in any way affect the validity of all or any part of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any other or subsequent breach.

8.10 Exhibits. The Exhibits referenced in this Agreement and attached hereto are incorporated in and made a part of this Agreement.

8.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, even though no one counterpart contains the signatures of all the parties, but all of which, together, shall constitute one and the same instrument. Signatures by either party may be by means of electronic signature, such as DocuSign[®], which the parties agree shall be binding for all purposes.

8.12 Headings. The Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provision.

8.13 Time is of the Essence. Time is of the essence as to all time periods set forth herein.

8.14 Waiver of a Right to Jury Trial. TO THE FULLEST EXTENT PERMITTED UNDER LAW, INCLUDING ANY LAWS ENACTED AFTER THE DATE OF THIS AGREEMENT, PURCHASER AND SELLER EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN THE EVENT OF LITIGATION BETWEEN THE PARTIES IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, THE PROPERTY, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE, WHETHER ANY OF THE FOREGOING IS BASED ON THIS AGREEMENT OR ON TORT LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9. THE PARTIES ACKNOWLEDGE THE EXISTENCE AND INCORPORATION BY REFERENCE OF THE ATTACHED "ADDENDUM #1 TO AGREEMENT OF PURCHASE AND SALE."

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION BEGINS ON THE FOLLOWING PAGE]

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

Witnesses:

Cecelia Preston
[Signature]

SELLER:

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

By: [Signature] (SEAL)

Name: ANDREW P. FULGUM

Its: COUNTY ADMINISTRATOR

Date: 4-2-24

PURCHASER:

SC GRAYS, LLC, a South Carolina limited liability company

By: _____ (SEAL)

Name: Oleg Mitnik

Its: Authorized Member

Date: _____

ACKNOWLEDGMENT AND AGREEMENT OF ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges receipt of a fully executed copy of the above and foregoing Agreement, together with the Deposit provided for therein, and agrees to hold and make payment of such Deposit in accordance with the provisions of the above and foregoing Agreement, this ____ day of March, 2024.

ESCROW AGENT:

WEINER, SHEAROUSE, WEITZ, GREENBERG &
SHAWE, LLP

By:

Name: _____

Title:

EXHIBIT A
Legal Description
(Preliminary)

ADDENDUM # 1 TO AGREEMENT OF PURCHASE AND SALE

The Agreement of Purchase and Sale ("Agreement") entered into by and between JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter "Seller"), by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation, and SC GRAYS, LLC, a South Carolina limited liability company (hereinafter "Purchaser") dated April _____, 2024, is hereby amended as follows:

1. The Agreement is amended to add the following as Paragraph "10":

10. County Council Ratification. "NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS AGREEMENT OF PURCHASE AND SALE NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF BUYER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING WITHIN THIRTY (30) DAYS OF SELLER EXECUTING THIS AGREEMENT BY THE CHAIRMAN OF THE JASPER COUNTY COUNCIL PURSUANT TO RESOLUTION OF THE COUNCIL. NOTWITHSTANDING THE FOREGOING, IT IS ACKNOWLEDGED AND AGREED THAT THE DURATION OF THE INSPECTION/DUE DILIGENCE PERIOD IS ESTABLISHED PURSUANT TO THE PROVISIONS OF PARAGRAPH "4, INSPECTION" OF THE AGREEMENT MEASURED FROM THE EFFECTIVE DATE AS DEFINED THEREIN."

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

Witnesses:

Cecelia Panton
[Signature]

SELLER:

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

By: [Signature] (SEAL)

Name: ANDREW P. FULTON

Its: COUNTY ADMINISTRATOR

Date: 4-2-24

PURCHASER:

SC GRAYS, LLC, a South Carolina limited liability company

By: _____ (SEAL)

Name: Oleg Mitnik

Its: Authorized Member

Date: _____

Ratified by Jasper County Council in accordance with a Resolution passed on _____, 2024.

Jasper County Council

By: _____

L. Martin Sauls, IV, Chairman

AGENDA

ITEM # 16

**** Ordinance 1st Reading by Title Only ****

AGENDA

ITEM # 17



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:	July 15, 2024
Project:	Amendment of the CSP Planned Development District (PDD) Standards and the CSP Development Agreement (DA)
Applicant:	Peter Zadoretzky, Co-Manager, Conduit Street Partners
Tax Map Number:	041-00-03-030
Submitted For:	2 nd Public Hearing and 3 rd Reading
Recommendation:	Planning Commission recommends approval of the proposed amendment to the CSP PDD Standards and the CSP DA.

Description: The Applicant is requesting approval of an amendment to the CSP Planned Development District (PDD) Standards and the CSP Development Agreement (DA). The CSP PDD and DA was approved by Jasper County Council on June 27, 2022, as a single-family “for rent” community, with a maximum density of 275 units, all to be situated on one parcel of land, consisting of 38.84 acres. The subject property is located along Independence Boulevard (Highway 278) between Brickyard Road and Hilton Head Lakes.

The purpose of amending the CSP PDD and DA is to add language to allow the option of residential uses “for rent” or “for sale” that can be situated on “unsubdivided land” or “subdivided land”. Of course, the “for sale” option will be situated on subdivided lots. The approved CSP PDD and DA only assume residential units “for rent” that would be situated on one parcel of land. In order to support the residential units “for sale on subdivided lots,” minimum lot size and setbacks are included as part of the proposed amendment to the PDD Standards. Exhibit A – 2 of the Ordinance is a redline version of the amendment to the PDD Standards outlining the proposed changes. Exhibit A – 1 is a clean copy of the proposed amendment and if approved it will be recorded at the Register of Deeds Office.

Exhibit B – 2 of the Ordinance is the redline version of the proposed amendment to the DA and consists of very minimal changes, primarily to identify the community as a single-family community rather than a single family “rental” community. Exhibit B – 1 is the clean copy of the proposed amendment and if approved it will be recorded at the Register of Deeds Office.

Analysis: The proposed amendment does not change the Concept Plan, the density, the land use, or the layout of the community, roads, and utilities. However, since the CSP PDD Standards and Development Agreement were previously adopted, any changes to either document must be approved by the County Council.

Planning Commission Recommendation: The Planning Commission reviewed the proposed amendment to the CSP PDD Standards at their April 9, 2024 meeting and recommends approval.

Attachments:

1. Ordinance with Exhibits A – 1, A – 2, B – 1, and B – 2
2. Aerial Map

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-15

**AN ORDINANCE OF
JASPER COUNTY COUNCIL**

To amend: (i) Ordinance O-2022-16 to adopt updated standards for the Planned Development District encompassing a 38.84 acre parcel located on U.S. Highway 278 (the “Property”); and (ii) Ordinance O-2022-14 to amend the development agreement (the “Development Agreement”) between Jasper County (the “County”) and Conduit Street Partners, LLC (“CSP” or the “Developer”) that governs CSP’s development of the Property into a 275-unit single-family residential community (the “Project”); in both cases to allow for the possibility that the Project may include not only “for rent” residential dwellings, but also “for sale” residential dwellings; and matters related thereto.

WHEREAS, on June 27, 2022, the Jasper County Council passed Ordinance O-2022-16, recorded in Book 1105, Page 481 of the Jasper County Register of Deeds (the “PDD Ordinance”), which ordinance adopted Planned Development District zoning for the Property, subject to the planned development district standards attached thereto (the “PDD Standards”), and the conceptual master plan attached as Exhibit B thereto.

WHEREAS, on June 27, 2022, the Jasper County Council also passed Ordinance O-2022-14, recorded in Book 1107, Page 1678 of the Jasper County Register of Deeds (the “Development Agreement Ordinance”), which ordinance approved the County’s entry into and execution of the Development Agreement that had been negotiated between the County and Conduit Street Partners, LLC, which Development Agreement governs the relationship between the County and the Developer with regard to the Project.

WHEREAS, the Development Agreement Ordinance 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.

WHEREAS, on October 11, 2022, the Jasper County Planning Commission approved the CSP Development PDD Master Plan (the “PDD Master Plan”), which contemplated a single family residential rental community containing 275 residential detached and attached units, and associated amenities.

WHEREAS, on April 17, 2023, the Jasper County Council passed Ordinance O-2023-06, recorded in Book 1123, Page 109 of the Jasper County Register of Deeds, which ordinance amended the Development Agreement Ordinance to extend the Acquisition Deadline through December 31, 2023, to give the Developer sufficient time to address permitting delays with outside agencies.

WHEREAS, on October 16, 2023, the Jasper County Council passed Ordinance O-2023-18, recorded in Book 1136, Page 407 of the Jasper County Register of Deeds, which ordinance amended the Development Agreement Ordinance to: (i) clarify that the entity to which the Property must be conveyed by the Acquisition Deadline includes the successors and assigns of CSP; (ii) specify certain forms of assignment that must be used for any assignment of CSP’s rights under the Development Agreement to any successor or assign of CSP; and (iii) extend the Acquisition Deadline through the date which is ninety (90) days after receipt of all final land use and development permit approvals, but no later than December 31, 2024.

WHEREAS, the PDD Standards, the Development Agreement and the PDD Master Plan all include a description of the principal use of the Property as a single-family, “for rent” residential community, to be developed on a single, un-subdivided parcel of land that would be owned by the Developer.

WHEREAS, since the inception of the Project, economic conditions and financing structures have changed significantly, to the degree that the investment and financing community has begun requiring additional “safety valve” options that would let lenders mitigate likely losses by selling off portions of their collateral, if necessary.

WHEREAS, as a result of these changed financial circumstances, in order to attract quality financing and investment partners, CSP desires to be able to retain, as an alternative, a “for sale” use within the Project, which would include the ability to place residential dwellings on subdivided parcels (as opposed to a single, commonly-owned parcel as typically seen in a “for rent” context).

WHEREAS, notwithstanding this request for “for sale” residential dwellings, CSP fully intends to develop the Project as a “for rent” residential community, with the “for sale” option serving only as the “safety valve” necessary to attract suitable financing and

investment which would allow the Project to be developed as a “for rent” residential community, as originally and currently intended.

WHEREAS, in order to contemplate the alternative “for sale” use within the Project, CSP desires to amend the PDD Standards, the Development Agreement and the PDD Master Plan to provide for items that would be applicable in a “for sale” context due to the possibility of subdivided lots within the Project, including standards such as setbacks, lot areas/widths, and other master plan details.

WHEREAS, after giving the matter consideration, the Jasper County Council has determined that it would be appropriate to pass an ordinance which:

- (i) amends the PDD Ordinance (Ordinance O-2022-16) to adopt updated PDD Standards that address the “for sale” alternative use and provide the development standards applicable thereto (including those relating to any subdivided lots); and
- (ii) amends the Development Agreement Ordinance (Ordinance O-2022-14) to adopt an updated Development Agreement that addresses the “for sale” alternative use and the related matter of the subdivision of lots within the Property.

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. Ordinance O-2022-16 is hereby amended by substituting for the “Planned Development District Standards” attached thereto, the updated Planned Development District Standards attached hereto as **Exhibit A-1**. The effect of such substitution shall be to accept those changes shown in red and underlined in the redlined version of the Planned Development District Standards attached hereto as **Exhibit A-2**.
2. Ordinance O-2022-14 is hereby amended by substituting for the “Development Agreement” attached thereto as Exhibit A, the updated Development Agreement attached hereto as **Exhibit B-1**. The effect of such substitution shall be to accept those changes shown in red and underlined in the redlined version of the Development Agreement attached hereto as **Exhibit B-2**.
3. If any section, clause, paragraph, sentence or phrase of this ordinance, or any application thereof, shall for any reason be held to be invalid or unconstitutional.,

the invalid section, clause paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance: and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence, phrase or application thereof.

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

[Signatures Contained on Following Page]

Martin L. Sauls, IV
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE O-2024-15

First Reading: May 06, 2024
Second Reading: June 03, 2024
Public Hearing: June 03, 2024
Second Public Hearing: July 15, 2024
Third Reading: July 15, 2024
Adopted: July 15, 2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

Signature Page to Ordinance O-2024-_____

FIRST EXHIBIT TO ORDINANCE

EXHIBIT A-1

Updated Planned Development District Standards (CLEAN)

[attached]

SECOND EXHIBIT TO ORDINANCE

EXHIBIT A-2

Updated Planned Development District Standards (REDLINED)

[attached]

THIRD EXHIBIT TO ORDINANCE

EXHIBIT B-1

Updated Development Agreement (CLEAN)

[attached]

FOURTH EXHIBIT TO ORDINANCE

EXHIBIT B-2

Updated Development Agreement (REDLINED)

[attached]

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-_____

**AN ORDINANCE OF
JASPER COUNTY COUNCIL**

To amend: (i) Ordinance O-2022-16 to adopt updated standards for the Planned Development District encompassing a 38.84 acre parcel located on U.S. Highway 278 (the “Property”); and (ii) Ordinance O-2022-14 to amend the development agreement (the “Development Agreement”) between Jasper County (the “County”) and Conduit Street Partners, LLC (“CSP” or the “Developer”) that governs CSP’s development of the Property into a 275-unit single-family residential community (the “Project”); in both cases to allow for the possibility that the Project may include not only “for rent” residential dwellings, but also “for sale” residential dwellings; and matters related thereto.

WHEREAS, on June 27, 2022, the Jasper County Council passed Ordinance O-2022-16, recorded in Book 1105, Page 481 of the Jasper County Register of Deeds (the “PDD Ordinance”), which ordinance adopted Planned Development District zoning for the Property, subject to the planned development district standards attached thereto (the “PDD Standards”), and the conceptual master plan attached as Exhibit B thereto.

WHEREAS, on June 27, 2022, the Jasper County Council also passed Ordinance O-2022-14, recorded in Book 1107, Page 1678 of the Jasper County Register of Deeds (the “Development Agreement Ordinance”), which ordinance approved the County’s entry into and execution of the Development Agreement that had been negotiated between the County and Conduit Street Partners, LLC, which Development Agreement governs the relationship between the County and the Developer with regard to the Project.

WHEREAS, the Development Agreement Ordinance 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.

WHEREAS, on October 11, 2022, the Jasper County Planning Commission approved the CSP Development PDD Master Plan (the “PDD Master Plan”), which contemplated a single family residential rental community containing 275 residential detached and attached units, and associated amenities.

WHEREAS, on April 17, 2023, the Jasper County Council passed Ordinance O-2023-06, recorded in Book 1123, Page 109 of the Jasper County Register of Deeds, which ordinance amended the Development Agreement Ordinance to extend the Acquisition Deadline through December 31, 2023, to give the Developer sufficient time to address permitting delays with outside agencies.

WHEREAS, on October 16, 2023, the Jasper County Council passed Ordinance O-2023-18, recorded in Book 1136, Page 407 of the Jasper County Register of Deeds, which ordinance amended the Development Agreement Ordinance to: (i) clarify that the entity to which the Property must be conveyed by the Acquisition Deadline includes the successors and assigns of CSP; (ii) specify certain forms of assignment that must be used for any assignment of CSP’s rights under the Development Agreement to any successor or assign of CSP; and (iii) extend the Acquisition Deadline through the date which is ninety (90) days after receipt of all final land use and development permit approvals, but no later than December 31, 2024.

WHEREAS, the PDD Standards, the Development Agreement and the PDD Master Plan all include a description of the principal use of the Property as a single-family, “for rent” residential community, to be developed on a single, un-subdivided parcel of land that would be owned by the Developer.

WHEREAS, since the inception of the Project, economic conditions and financing structures have changed significantly, to the degree that the investment and financing community has begun requiring additional “safety valve” options that would let lenders mitigate likely losses by selling off portions of their collateral, if necessary.

WHEREAS, as a result of these changed financial circumstances, in order to attract quality financing and investment partners, CSP desires to be able to retain, as an alternative, a “for sale” use within the Project, which would include the ability to place residential dwellings on subdivided parcels (as opposed to a single, commonly-owned parcel as typically seen in a “for rent” context).

WHEREAS, notwithstanding this request for “for sale” residential dwellings, CSP fully intends to develop the Project as a “for rent” residential community, with the “for sale” option serving only as the “safety valve” necessary to attract suitable financing and

investment which would allow the Project to be developed as a “for rent” residential community, as originally and currently intended.

WHEREAS, in order to contemplate the alternative “for sale” use within the Project, CSP desires to amend the PDD Standards, the Development Agreement and the PDD Master Plan to provide for items that would be applicable in a “for sale” context due to the possibility of subdivided lots within the Project, including standards such as setbacks, lot areas/widths, and other master plan details.

WHEREAS, after giving the matter consideration, the Jasper County Council has determined that it would be appropriate to pass an ordinance which:

- (i) amends the PDD Ordinance (Ordinance O-2022-16) to adopt updated PDD Standards that address the “for sale” alternative use and provide the development standards applicable thereto (including those relating to any subdivided lots); and
- (ii) amends the Development Agreement Ordinance (Ordinance O-2022-14) to adopt an updated Development Agreement that addresses the “for sale” alternative use and the related matter of the subdivision of lots within the Property.

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. Ordinance O-2022-16 is hereby amended by substituting for the “Planned Development District Standards” attached thereto, the updated Planned Development District Standards attached hereto as **Exhibit A-1**. The effect of such substitution shall be to accept those changes shown in red and underlined in the redlined version of the Planned Development District Standards attached hereto as **Exhibit A-2**.
2. Ordinance O-2022-14 is hereby amended by substituting for the “Development Agreement” attached thereto as Exhibit A, the updated Development Agreement attached hereto as **Exhibit B-1**. The effect of such substitution shall be to accept those changes shown in red and underlined in the redlined version of the Development Agreement attached hereto as **Exhibit B-2**.
3. If any section, clause, paragraph, sentence or phrase of this ordinance, or any application thereof, shall for any reason be held to be invalid or unconstitutional.,

the invalid section, clause paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance: and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence, phrase or application thereof.

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

[Signatures Contained on Following Page]

Martin L. Sauls, IV
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # 2024-__

First Reading: _____, 2024

Public Hearing: _____, 2024

Second Reading: _____, 2024

Third Reading: _____, 2024

Adopted: _____, 2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

FIRST EXHIBIT TO ORDINANCE

EXHIBIT A-1

Updated Planned Development District Standards (CLEAN)

[attached]

PDD EXHIBIT A-1 "CLEAN"

CSP DEVELOPMENT PDD AND CONCEPTUAL MASTER PLAN

JASPER COUNTY, SC

JANUARY 2022/REVISED MARCH 2024

TABLE OF CONTENTS

APPLICANT AND PLANNING TEAM..... 1

SECTION I – INTRODUCTION AND NARRATIVE..... 2

A. The Property..... 2

B. Planned Development District Process..... 3

C. Conceptual Master Plan..... 4

D. Environmental Protection..... 5

E. Water and Sewer Service..... 5

F. Utility Service..... 5

G. Roadways and Traffic..... 5

H. Tree Preservation and Replacement..... 6

I. Parking..... 7

J. Stormwater Management..... 7

K. Cultural and Historical Resources..... 7

L. Emergency Services..... 7

SECTION II – LAND USE DESIGNATION AND DEFINITIONS..... 8

A. Introduction and Narrative..... 8

B. Allowed Land Uses..... 8

C. Allowed Density and Transfer of Density Between Planning Areas..... 9

D. Definition of Land Use Terms and Density Terms..... 9

SCHEDULE OF EXHIBITS:

Exhibit A	Site Location Map	Exhibit I	FEMA Flood Zones
Exhibit B	Conceptual Master Plan	Exhibit J	BJWSA Availability to Serve Letter
Exhibit C	Property Aerial	Exhibit K	Dominion Availability to Serve Letter
Exhibit D-1	Jasper County Zoning Map	Exhibit L	Palmetto Availability to Serve Letter
Exhibit D-2	Hardeeville Zoning Map	Exhibit M	Hargray Availability to Serve Letter
Exhibit E	Wetlands Delineation	Exhibit N	Archaeological Report
Exhibit F	Boundary Survey	Exhibit O	Concept Development Schedule
Exhibit G	USDA Soils Data	Exhibit P	Fire Station and EMS Locations
Exhibit H	Topography	Exhibit Q	Thomas & Hutton Traffic Memo

APPLICANT AND PLANNING TEAM

Owner.....Paul H. Anderson, Emily A. Tillman
& John F. Anderson

Developer / Applicant.....Conduit Street Partners, LLC
Annapolis, MD
Mr. Peter Zadoretzky

Land Planner and Engineer.....Thomas & Hutton Engineering
Savannah, GA
Mr. Lamar Mercer, P.E.
Mr. Scott Monson, P.E.
Carolina Engineering Consultants, Inc
Beaufort, SC
Mr. Jeff P. Ackerman, P.E

Wetlands / Environmental Consultant and Permitting.....Newkirk Environmental Consultants, Inc.
Beaufort, SC
Mr. Ashley Howell

Archaeologist.....Brockington & Associates, Inc.
Savannah, GA
Mr. Alex Sweeney, MA, RPA

Land Use Attorney / Legal Counsel.....Bouhan Falligant LLP
Savannah, GA
John D. Northup III, Esq.

**CSP DEVELOPMENT
PLANNED DEVELOPMENT DISTRICT
AND
CONCEPTUAL MASTER PLAN**

SECTION I:

INTRODUCTION AND NARRATIVE

The Conduit Street Partners, LLC project currently consists of one parcel located in Jasper County, SC. Currently, the parcel is zoned Rural Preservation (“RP”) and is identified as PIN no. 041-00-03-030. The property is approximately 38.84 acres with substantial frontage on the north side of U.S. Highway 278 situated between the Hilton Head Lakes North development to its east and the Prime Storage facility to its west. The property is surrounded by City of Hardeeville land nearly all of which is zoned PDD with a very small area zoned GC (the Prime Storage property). The property has been in the Anderson Family estate for many years and was originally part of the J.A. Coleman Estate. **Exhibit A Site Location Map** is attached.

The property is under agreement to be purchased from the Anderson family members by the Applicant, Conduit Street Partners, LLC, who are pursuing a new PDD zoning encompassing all the parcel to allow for the property to be developed under the stipulations set forth by the proposed PDD zoning in accordance with the Jasper County Zoning Ordinance (ZO) and Land Development Regulations (LDR) in effect at the time of submittal of this rezoning application. Upon approval, the benefits of the proposed PDD Standards shall apply to the Applicant / Owner and its successors and assignees. For the purposes of the PDD and **Exhibit B Conceptual Master Plan**, the parcel is hereby known as a single project (“CSP Development”) in this document henceforth.

A. THE PROPERTY

1. The CSP Development property is a raw, unimproved forested, predominately uplands parcel in Jasper County. There are no nor have there ever been any existing buildings, structures, or other facilities on the property. The property is surrounded by PDD zoned Hardeeville land to its east, north and south and by Hardeeville GC zoned land to its west. It is bounded on its eastern side by the Hilton Head Lakes North development – a large, golf course residential community and one of the initial phases of the Hardeeville West Argent PDD development project. To the north and contiguous to the CSP Development is an undeveloped, principally forested, and regulated wetlands parcel which is also part of the West Argent PDD development project. West of the property is an existing Prime Storage facility situated on land located in Hardeeville and zoned GC. The southern property line of the property is frontage along the north side of highway U.S. 278 – a four lane divided, center median, limited access highway. And on the other/south side of U.S. 278 across the highway from the CSP Development there are two major Hardeeville PDD land parcels. One of the parcels is a part of the existing Latitude Margaritaville development and is at the present time planned to be Margaritaville’s future 70-acre retail/commercial phase. The second parcel that is to the west and contiguous with the Latitude Margaritaville land is another very large Hardeeville PDD land parcel known as the Morgan PDD project. Both land tracts on the south side of U.S. 278 immediately across the highway from the proposed CSP Development are raw, unimproved but PDD zoned properties with existing Hardeeville

development agreements. Combined, the West Argent PDD, the Latitude Margaritaville PDD and the Morgan Tract PDD amount to approximately 10,500 acres of Hardeeville development parcels zoned PDD. The CSP Development 38.84-acre parcel has just under 2,700 feet of frontage along the north side of U.S. 278 and will access this highway at one central location in alignment with an existing median break. The CSP Development property will also have access to existing Brickyard Road at the road's eastern termination point which is located at the property's western property line. A **Property Aerial (Exhibit C)**, a **Jasper County Zoning Map (Exhibit D-1)** and a **Hardeeville Zoning Map (Exhibit D-2)** are provided.

2. The proposed PDD consists of approximately 38.84 acres and has an anticipated area of approximately 37 acres of uplands and approximately 1.5 acres of jurisdictional wetlands, and 0.5 acres of non-jurisdictional wetlands (excluded waters – gum pond) based upon a preliminary wetland exhibit prepared by Newkirk Environmental, dated December 2021 (see **Exhibit E Wetlands Delineation**). The delineation of the wetlands within the property have been submitted to the Army Corps of Engineers to obtain a valid Jurisdictional Determination. The Conceptual Plan has taken into account the jurisdictional wetlands and has avoided any development impacts to these areas. The property does not have any critical area or frontage on salt marsh or creeks.

3. **Exhibit F Boundary Survey** depicts the property boundary.

4. **Exhibit G USDA Soils Data** depicts soils types of the property

5. **Exhibit H Topography** depicts topographic information for the CSP Development property. GIS data topography was used for the purposes of the exhibit. Elevations on the site range from elevation 10.0 along its northern edge sloping quickly upwards to the property's interior where grades are relatively flat averaging between elevations 18.0 to 20.0 with two small knolls on the west end of the property averaging elevation 24.0. **Exhibit I FEMA Flood Zones Map** depicts the 2019 FEMA flood zones which indicate that the property is in FEMA zone "X" which is defined to be an area of minimal flood hazard generally above or outside the 500-year flood level. Finished floor elevations of building structures will adhere to current Flood Zone requirements of the Jasper County Land Development Regulations.

B. PLANNED DEVELOPMENT DISTRICT PROCESS

1. The Planned Development District (PDD) was established by the Jasper County to encourage flexibility in the development of land to promote its most appropriate, economical, and efficient use as well as to encourage creative design and produce a better environment particularly for large undeveloped tracts. The purpose of the PDD is to, among other things, permit development for specialized purposes which are planned and developed on a unified basis. In this case the specialized purpose is a first-class Single-Family Rental Home ("SFR") community as proposed by Conduit Street Partners, LLC. The homes themselves will be of unique design, tasteful architecture and generally resemble single family detached and townhouse home types. The community will be under one ownership structure which will maintain most all aspects of the community, i.e., its infrastructure including its roads, the interior and exteriors of the homes and the grounds on which they are constructed including the community amenities and open spaces.

C. CONCEPTUAL MASTER PLAN

It is anticipated that the Conduit Street Development property will be developed over a period of no more than four to five years in as many as two phases in accordance with the Conceptual Master Plan as set forth in this document and as the same may be supplemented by subsequent master and development plans submitted pursuant to the provisions of this PDD (see **Exhibit N Concept Development Schedule**). The Conceptual Master Plan sets forth the general scope of the development including number of allowed units, development standards, infrastructure requirements, and other guidelines. In addition to the Conceptual Master Plan, development of the Property will be controlled by other provisions of the PDD.

The goal of this PDD is to produce a development that raises the quality of life and development standards in the area while also anticipating the County's existing and future needs for naturally affordable single-family homes.

The Conduit Street Development Conceptual Master Plan displays a general and privately owned and maintained roadway layout, general housing unit layout, open space areas as well as amenities that will serve the property. The final locations of these site elements may vary at the time of development permit. Proposed land uses in the development are detailed under Section 2 - Land Use Designation and Definitions.

The Conceptual Master Plan seeks to maintain open space requirements set forth in Section II, D.3 of this PDD. The open space and amenities will be owned and maintained by the Applicant / Owner, or other legally designated entity. Property deeded to a governmental or private utility entity will be the maintenance responsibility of that entity.

The Conceptual Master Plan and the provisions of this PDD will constitute the zoning for the Property and a waiver from the current Jasper County codes and regulations where differences occur. However, activities in the PDD shall conform to all other Jasper County Zoning Ordinance and Land Development Regulations where differences do not occur.

The provisions of the Conceptual Master Plan shall apply to development of the property. In the event of a conflict, the hierarchy of documents will be the "to be approved", (i) Development Agreement (DA), (ii) the PDD and Conceptual Master Plan and, (iii) the Master Plan (MP).

D. ENVIRONMENTAL PROTECTION

1. As part of the development process, the CSP Development will meet or exceed the stormwater management requirements of Jasper County, and the requirements of South Carolina Department of Health and Environmental Control (DHEC) and Office of Ocean and Coastal Resource Management (OCRM). The Applicant / Owner will prepare stormwater management plans for the project as it is developed in accordance with a stormwater drainage master plan to be prepared by a professional engineering firm licensed by the State of South Carolina. The stormwater drainage master plan will address the hydrological characteristics of the entire site as well as adjacent drainage patterns of relative importance. The plan will address pre-development conditions and post-development stormwater management for flood control and sediment reduction. This plan will also address storm water quality through, among other things, the use of several types of BMP's (as established by the stormwater standards of the applicable state and federal governmental regulations) to enhance water quality and protect the adjacent wetlands.

2. Approximately 4 percent of the site consists of regulated jurisdictional wetlands. Exhibit E is a preliminary wetland plan prepared by Newkirk Environmental dated December 2021 which depicts the preliminary observation of wetlands vs uplands for the project area. The wetland plan has been submitted to the Army Corps of Engineers to obtain a jurisdictional determination prior to development of the property.
3. There will be no development impacts to the regulated jurisdictional wetlands. Subject to the approval of the Office of Ocean and Coastal Resource Management, the CSP Development will seek to remove/fill the non-regulated "gum pond" located in proximity to the project's proposed main entrance off highway U.S. 278.

E. WATER AND SEWER SERVICE

Water and sewer service will be provided to the CSP Development by Beaufort Jasper Water and Sewer Authority. Preliminary planning for the water and sewer systems will be provided at the time of Initial Master Plan submittal to Jasper County. Preliminary discussions with Beaufort-Jasper Water and Sewer Authority (BJWSA) indicate a willingness to serve the property. BJWSA operates and maintains water and sewer systems within their service area upon completion by the developer and acceptance by the Authority. See **Exhibit J BJWSA Availability to Serve Letter**.

F. UTILITY SERVICE

1. The CSP Development property is in the service territory of Dominion Energy for natural gas services, See **Exhibit K Dominion Energy Availability to Serve Letter**. The Applicant / Owner will coordinate with Dominion Energy regarding planning for the CSP Development project.
2. The CSP Development property is in the service territory of Palmetto Electric Cooperative for electric services, See **Exhibit L Palmetto Availability to Serve Letter**. The Applicant / Owner will coordinate with Dominion Energy regarding planning for the CSP Development project.
3. Hargray or/or another licensed provider will provide internet and communication services to the CSP Development property. The Applicant/Owner will coordinate with the provider regarding planning and installation of these services. All servicing is anticipated to be via fiber optics cable to include broadband capability. See **Exhibit M Hargray Availability to Serve Letter**.
4. Other Utility services shall be provided by legally established entities at the discretion of the Applicant / Owner, provided such are in accordance with the franchising ordinances/licensing with the County.

5. Utilities will be underground except as reasonably necessary for above ground support facilities.

G. ROADWAYS AND TRAFFIC

1. The CSP Development PDD shall have on-site roads designed and constructed to the standards of the Jasper County Land Development Regulations or other engineering standards

reasonably acceptable to the Jasper County Engineer. Roadway construction within SCDOT right-of-way's will be in accordance with SCDOT standards. Roadway section details will be submitted for review at time of development permit approval. Interconnectivity to other adjoining tracts of land is not proposed. Public access into or across other private developments will not be required. Roadway design standards may be modified subject to the approval of Jasper County to reduce environmental impacts provided safety concerns are not compromised. All onsite roads shall be privately owned and maintained.

2. The Applicant / Owner intends to create up to three new points of vehicular access to existing public roads and highways for the project. The first is proposed to be a main entrance ingress and egress to U.S. 278 located and aligned with the center most existing highway median cut. The second access location is anticipated to provide ingress and egress to U.S. 278 at the highway's median cut fronting the eastern end of the property. The third point of vehicular connectivity is planned as a proposed connection with existing Brickyard Road at the roads point of termination at the property's western property line and adjacent to the U.S. 278 right-of-way. A traffic plan study will be provided at the Master Plan stage. The traffic study shall be reviewed by the SCDOT and final configuration for the new accesses will be governed by the SCDOT. Final entrance configuration and locations will be based upon SCDOT guidelines at the time of development permit.

3. Access to the CSP Development PDD may be restricted and/or gated appropriately at the Applicant / Owner's discretion. Sidewalks and possibly trails shall be provided within the PDD at appropriate locations. The frequency and location of sidewalks or pathways shall be established based upon anticipated pedestrian circulation within the project. Sidewalks and trails shown on the Conceptual Master Plan are conceptual in nature and are subject to change over the course of the development permit process.

4. Notwithstanding the provisions of section G hereof, roadway design standards may be modified to reduce environmental impacts provided safety concerns are not compromised. To protect and preserve significant natural property attributes including avoiding wetland impacts, such design will be encouraged.

5. Reference **Thomas & Hutton Traffic Memo Exhibit Q** for preliminary traffic analysis and commentary concluding no material traffic impacts to existing road systems.

6. TREE PRESERVATION AND REPLACEMENT

The CSP Development shall meet or exceed the minimum allowable post development tree coverage requirements of Jasper County. Trees required and/or worthy of preserving shall be incorporated into buffer areas around jurisdictional wetlands, in required buffer yards and in the required Highway Corridor Overlay District 50' buffer parallel and adjacent to the U.S. 278 Highway.

In those cases where the minimum allowable tree coverage cannot be met by preservation within a required buffer area, replacement trees shall be planted to meet the tree types and quantities as required by code. Trees to be preserved in buffer areas shall be identified and located by a tree survey within the CSP Development PDD.

Plantings, including trees, situated in any buffer area shall be maintained in good health and any

dead or damaged plants will be replaced. And if any tree in a buffer is severely damaged due to weather or other reasons, all severely damaged trees shall be replaced no later than the end of the next dormant season.

I. PARKING

Parking for the CSP Development community shall be provided by a combination of attached and/or detached residential parking garages and their corresponding driveways, and community surface parking lots for overflow parking, the community amenity areas and leasing offices. All parking shall be generally consistent with Jasper County development standards or as otherwise proposed by the Applicant/Owner and approved by Jasper County.

J. STORMWATER MANAGEMENT

The CSP Development PDD shall conform to the Stormwater Management Provisions of the Jasper County Land Development Standards including but not necessarily limited to the Jasper County Stormwater Management Design Manual and applicable state and federal requirements. Among other things, the post-development peak runoff discharge rate for the 2-, 10- and 25-year, 24-hour design storm events will be designed to control these rates to pre-development discharge rates. Additionally, the CSP Development PDD shall design its stormwater system to manage a 100-year, 24-hour storm event without causing damage to on-site and offsite structures. Sufficient stormwater best management practices will be employed in the development of the PDD to ensure runoff leaving the site does not degrade water quality of the surrounding receiving waters.

K. CULTURAL AND HISTORICAL RESOURCES

As part of a comprehensive study of the property a Phase I and Phase II archeological investigations and studies were conducted by Brockington & Associates. The investigations have concluded that there are no archeological sites eligible for the National Register requiring preservation or management considerations on the property. **Exhibit N Archeological Report** is attached.

L. EMERGENCY SERVICES

Fire and emergency medical services will be provided to the residents of the CSP Development by no less than two Jasper County Fire-Rescue stations which are located less than 5 miles from the property. **FIRE STATION AND EMS LOCATIONS EXHIBIT P** is attached identifying Jasper County Fire Stations 34 and 35 and their distances (each less than 5 miles) and times in route to the CSP Development.

SECTION II:

LAND USE DESIGNATION AND DEFINITIONS

A. INTRODUCTION and NARRATIVE

The Conceptual Master Plan consists of an area of approximately 38.84 acres. The proposed predominate uses shall include but not be necessarily limited to:

- For-Rent Single Family Residential situated on an unsubdivided parcel(s) and/or on subdivided individual platted lots
- Single Family For Sale Residential situated on subdivided individual platted lots
- Active and passive community amenity areas
- Model homes and leasing and sales centers
- Site infrastructure

The land use areas indicated on the Conceptual Master Plan are not intended to be rigid exact boundaries for future improvements. The Conceptual Master Plan PDD for the CSP Development shall maintain flexibility to accommodate specific soils conditions, environmental concerns, physical constraints, market conditions and design parameters and as such, the exact location of boundary lines and any proposed buildings or structures, between land uses and their subsequent location and size indicated within the planning area shall be subject to change at the time of the Master Plan Phase and Development Permit Plan submission; provided that maximum densities and other conditions of the Development Agreement between the Applicant / Owner and Jasper County, South Carolina will be adhered to strictly, unless adjustments are requested by the Applicant / Owner and approved by Jasper County.

All rental residential dwelling units shall be owned, controlled and maintained by the Applicant or its assigns or successors which units may be located on an unsubdivided parcel or individual platted lots. Amenities, on-property infrastructure and improvements not dedicated or otherwise conveyed to public or private third parties (such as a homeowner's association) shall be owned, controlled and maintained by the Applicant / Owner or its successors.

If at any time in the future rental homes that are situated on subdivided platted lots are sold and owner occupied, these housing units shall be owned, controlled, and maintained by their individual owners.

B. ALLOWED LAND USES

The following land uses shall be permitted in the CSP Development PDD. The purpose of this portion of the PDD document is to state which land uses shall be allowed within the CSP Development PDD and to clearly define development within the area. However, by allowing these uses this does not obligate the Applicant / Owner to provide all of the uses or facilities herein. The allowed land uses and definitions shall be as follows:

For-Rent and/or For Sale Single Family Residential

- Single Family Residential Dwelling - A detached or attached home used exclusively for

residential purposes which is either (i) leased to its tenant(s) located on a single parcel of un-subdivided land or on subdivided platted lots and/or (ii) detached or attached homes sold to buyers/homeowners which homes shall be located on single subdivided platted lots. Dwelling units may have either private or shared access. Units may be arranged in a variety of configurations including detached, attached, back-to-back, side to side, vertical or any combination thereof.

- Home Sites - Individual un-platted parcels or individual platted lots available for short or long term lease for the rental homes or for owner occupied homes.
- Amenity Areas - including Club House / swimming pool / playground / bocce ball / cornhole / horseshoes / oyster tables / pickleball and tennis courts / amphitheater / fitness facility or other recreational amenities.
- Mail kiosks including drone delivery station(s)
- Utilities
- Recreational Amenity Uses such as, but not limited to:
 - Dog park
 - Multi-use field(s)
 - Gazebo
 - Kayak, canoe and boat storage areas
 - Trails or sidewalks
 - Bike paths
 - Mini-golf and/or golf putting green
 - Pavilion
 - Grilling areas
 - Common open space and other active and passive recreational uses
 - Maintenance Areas or Buildings
 - Planting/vegetable garden(s)

Design Standards and Regulations may be established for each area and use at the time of development permit, unless agreed at development permit approval or in this PDD, the standard for uses from the Jasper County Land Development Regulations shall apply.

Any easement that occurs within the property shall have the same land uses as any of the adjacent land uses. Any restrictions shall be based on the legal definition of the easement.

C. ALLOWED DENSITY WITHIN PLANNING AREAS

1. Preliminary planning for the Property contemplates the Residential land uses (including wetlands) for the entire property as depicted on the Conceptual Master Plan. The Conceptual Master Plan layout may be modified at the time of development permit application.

2. The total project is allowed a maximum of 275 Single Family Dwelling Units. The maximum size per dwelling unit shall be 2,500 square feet. The minimum dwelling unit shall be 800 square feet. The size and configuration of anticipated dwelling units displayed on the Conceptual Master Plan may be modified at the time of development permit. The submitted Conceptual Site Plan presently indicates 265 Single Family Dwelling Units.

3. Overall residential density may include both Attached and Detached Single Family Residential dwelling units.

D. DEFINITIONS OF LAND USE TERMS AND DENSITY TERMS

In the absence of a term definition in this Conceptual Master Plan or in the proposed CSP Development PDD with Jasper County, the definitions of the Jasper County Land Development Regulations shall apply in the interpretation of this Conceptual Master Plan. The definitions below shall generally describe the allowed uses and terms within the CSP Development PDD.

1. Acre
 - a. Gross Acre shall mean the entire acreage within the site boundaries.
 - b. Net Acre shall mean the acre which remains after deduction of easements for existing utilities, wetland buffers, and onsite wetlands.

2. Maintenance Areas

The maintenance areas will contain the facilities, tools, and equipment necessary to maintain the common properties and amenities within the CSP Development PDD. These facilities may be congregated on a central site or located in separate convenient sites for different services such as general community maintenance, recreation area maintenance or individual property regime maintenance.

Permitted uses include:

- a. Storage of vehicles and parts, boats, recreational vehicles, tools, supplies, and resident storage.
- b. Offices associated with community and maintenance.

3. Open Space

Total open space for the Property shall be calculated for the boundary of the Property and not on a site-specific basis for each parcel or phase of the Property, individual development, or project. The Property shall provide at least 10% open space. Open space shall be calculated based upon the total gross acreage. Open space shall consist of the following:

- a. Landscape surface areas (areas not covered by buildings, parking, impervious surface) including manicured village greens or equivalent
- b. Lagoons, ponds, impoundments, and lakes (detention, retention, or recreational)
- c. Freshwater wetlands
- d. Wetland buffers
- e. Forest, wildlife preserves / corridors, conservation areas and greenbelts
- f. Community Park, amenity areas and community garden plots
- g. Recreation areas including swimming pools, tennis courts, playgrounds, multi-purpose fields, lawn games, gardens, etc.
- h. Pedestrian / bicycle trails /paths /nature trails
- i. Perimeter buffers

4. Setbacks, Lot Sizes and Buffers

- a. There shall be no minimum setbacks applied to the CSP Development PDD unless noted otherwise in this PDD document. Setbacks and buffers shall meet the minimum requirements established herein, and except as set forth in this PDD Standards, shall apply to the perimeter of the PDD only provided, however, that any required wetlands buffers shall apply according to law throughout the Property.
- b. Setbacks /buffer areas shall be provided for jurisdictional wetlands within the PDD. Setbacks / buffers for wetlands shall be 25 feet .
- c. Perimeter buffer standards shall include:
 - (i) At adjacent property boundaries to the east and to the north of the PDD (adjacent properties to east and north are jurisdictional wetlands) buffers shall be 20 feet at a minimum. See PDD Conceptual Master Plan for proposed perimeter buffers. A 50-foot buffer shall be provided along the property's boundary with the GC zoned property to its west. Underground utilities and stormwater management facilities are allowed in the perimeter buffer area.
 - (ii) At all buffers of the PDD, disturbances related to grading activities are allowed provided that the following preservation practices are met:
 - (A) Within 50-foot U.S. 278 highway buffer a minimum of 7 broadleaf overstory trees, 8 understory trees, and 35 shrubs shall be preserved or re-planted per 100 linear feet of U.S 278 frontage.
 - (iii) Highway 278 Corridor Overlay District (HCO) standards shall be adhered to provided that signage shall be governed by the provisions established by the future Master Plan.

d. Lot Areas and Setbacks

- (i) Single Family For Rent Homes and Single Family For Sale homes will have setback and yard requirements as set forth in the below TABLE 1:

CSP PDD DEVELOPMENT TABLE 1					
MEASUREMENTS FOR UNSUBDIVIDED AND SUBDIVIDED RESIDENTIAL					
Single Family Schedule of Lot Area, Yard, and Setbacks					
Minimum Lot Per Unit					
	SF	Patio⁴	Duplex⁵	Townhome⁶	Non-Resi⁷
Unsubdivided Residential (For Rent Only) ¹	NA	NA	NA	NA	NA
Subdivided Residential (For Sale and/or For Rent)	1700	NA	NA	1000	NA
Minimum Yard and Building Setback (feet)					
Single Family & Non-Residential Uses					
	SF	Patio⁴	Duplex⁵	Townhome⁶	Non-Resi⁷
Unsubdivided Residential Min lot width ²	NA	NA	NA	NA	NA
Subdivided Residential Min lot width	30	NA	NA	18	NA
Front Yard (Measured from Edge of Road R/W)					
Major Street (Multi-Lane)	NA	NA	NA	NA	
Major Street (Multi-Lane)	NA	NA	NA	NA	
Minor Street	10	NA	NA	10	NA
Side Yard³					
Residential	5	NA	NA	5	
Non-Residential					NA
Rear Yard³					
Residential	10	NA	NA	5	
Non-Residential					N/A

Notes:

1. "For Rent" homes can be situated on an unsubdivided single parcel and not on individual subdivided lots. Therefore, there are no legal fee simple lots with defined lot areas.
2. Because the "For Rent" homes can be situated on a unsubdivided single parcel

and not on individual subdivided fee simple lots, there are no defined lot dimensions.

3. For unsubdivided rental residential units, yard dimensions provided are minimum side yard and back yard depths. In all cases, there shall be 10' minimum clear between structures.
4. Patio homes are not an included product.
5. Duplexes are not an included product.
6. Townhomes are two or more attached units with 5' side yards at each end unit with 10' clear between adjacent structures.
7. Non-Resi is a non-residential/commercial use exclusive of community amenity improvements and leasing and sales offices. Non-Resi uses are not an included product.
8. Setbacks are measured to the front, side or rear face of the principal structure and excludes measurements to such things as HVAC equipment, stoops, ground level or upper-level decks, or similar ancillary structures.
9. Minimum easement width for storm drain pipe of 15" to 24" in size shall not be less than 10 feet.

5. Wetlands

This designation allows the following uses within wetlands. Freshwater wetlands on the property shall be those areas over which the applicable governmental agencies claim jurisdiction for freshwater wetlands. Unless restricted via a future Memorandum of Understanding (MPA) to the contrary, the following are permitted uses:

- a. Open space and buffers
- b. Conservation areas
- c. Activities in all wetland areas as permitted by the U.S. Army Corps of Engineers and/or the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management as applicable
- d. Disposal of reclaimed water as permitted by SCDHEC.
- e. Boardwalks, trails, bridges, and other permitted structures.
- f. Game Management

6. Utilities

This designation allows for utility service to serve the planning areas of the CSP Development PDD. The following land uses shall be allowed only after written approval from the Applicant / Owner and its consultants for location and design. Screening, buffering, and other aesthetic matters must meet or exceed the Jasper County Land Development Regulations and may be approved at the time of site development application.

- a. Potable water supply and distribution
- b. Wastewater collection, treatment, and disposal
- c. Stormwater collection, treatment and detention
- d. Irrigation
- e. Communication towers

- f. Satellite antennas
- g. Cable television facilities
- h. Telephone facilities
- i. Power transmission and distribution
- j. Fiber optic lines
- k. Other utility services i.e., Internet access and other telecommunication uses

Certain community-wide infrastructure is required for the development of any large, master-planned community. This infrastructure may include, but is not limited to the following:

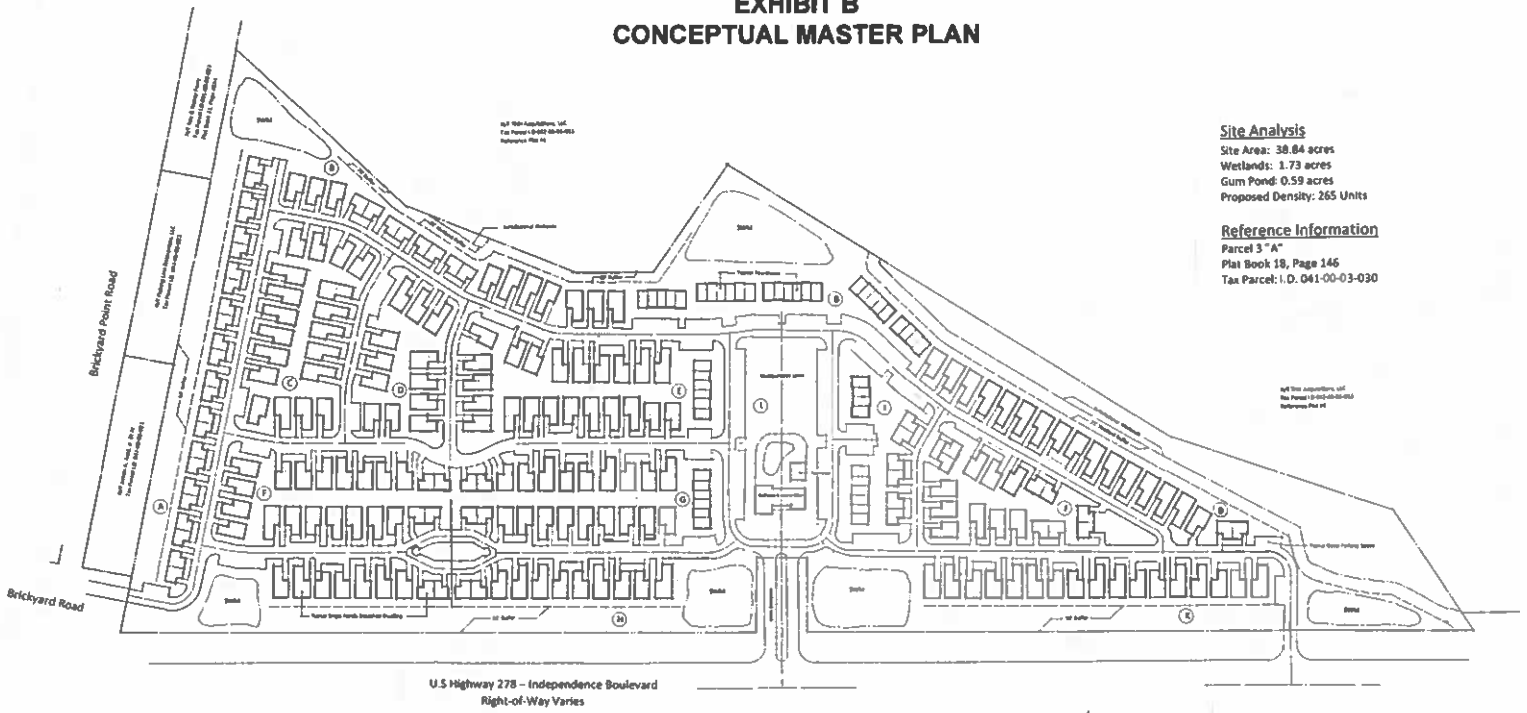
- 1. Arterial streets and primary access roads
- 2. Water supply
- 3. Wastewater Treatment and Effluent Disposal
- 4. Power substations
- 5. Central telephone facilities/ Cell phone towers
- 6. Stormwater Management Lagoons
- 7. Natural Gas Supply
- 8. Sewer Pump Station

Infrastructure serving the community (on-site and off-site) will be approved as part of the development plan approval process.

7. Design Standards

Design Standards shall be submitted at the Master Plan stage and may have standards deviating from the Jasper County Ordinances or this PDD, provided that health, safety, ingress/egress, and fire protection are addressed to the satisfaction of the County.

EXHIBIT B CONCEPTUAL MASTER PLAN



Site Analysis
 Site Area: 38.84 acres
 Wetlands: 1.73 acres
 Gum Pond: 0.59 acres
 Proposed Density: 265 Units

Reference Information
 Parcel 3 "A"
 Plat Book 18, Page 146
 Tax Parcel: I.D. 041-00-03-030



Conceptual Master Plan
 Single Family Residential Community
 CSP Development

Applicant: Conduit Street Partners, LLC
 Town of Hardeeville, Jasper County, SC
 Scale: 1" = 500'
 January 21, 2021

SECOND EXHIBIT TO ORDINANCE

EXHIBIT A-2

Updated Planned Development District Standards (REDLINED)

[attached]

PDD EXHIBIT A-2 "REDLINE"

CSP DEVELOPMENT PDD AND CONCEPTUAL MASTER PLAN

JASPER COUNTY, SC

JANUARY 2022/REVISED MARCH 2024

TABLE OF CONTENTS

APPLICANT AND PLANNING TEAM..... 1

SECTION I – INTRODUCTION AND NARRATIVE..... 2

A. The Property..... 2

B. Planned Development District Process..... 3

C. Conceptual Master Plan..... 4

D. Environmental Protection..... 5

E. Water and Sewer Service..... 5

F. Utility Service..... 5

G. Roadways and Traffic..... 5

H. Tree Preservation and Replacement..... 6

I. Parking..... 7

J. Stormwater Management..... 7

K. Cultural and Historical Resources..... 7

L. Emergency Services..... 7

SECTION II – LAND USE DESIGNATION AND DEFINITIONS..... 8

A. Introduction and Narrative..... 8

B. Allowed Land Uses..... 8

C. Allowed Density and Transfer of Density Between Planning Areas..... 9

D. Definition of Land Use Terms and Density Terms..... 9

SCHEDULE OF EXHIBITS:

Exhibit A	Site Location Map	Exhibit I	FEMA Flood Zones
Exhibit B	Conceptual Master Plan	Exhibit J	BJWSA Availability to Serve Letter
Exhibit C	Property Aerial	Exhibit K	Dominion Availability to Serve Letter
Exhibit D-1	Jasper County Zoning Map	Exhibit L	Palmetto Availability to Serve Letter
Exhibit D-2	Hardeeville Zoning Map	Exhibit M	Hargray Availability to Serve Letter
Exhibit E	Wetlands Deliniation	Exhibit N	Archaeological Report
Exhibit F	Boundary Survey	Exhibit O	Concept Development Schedule
Exhibit G	USDA Soils Data	Exhibit P	Fire Station and EMS Locations

Exhibit H Topography

Exhibit Q Thomas & Hutton Traffic Memo

APPLICANT AND PLANNING TEAM

Owner.....Paul H. Anderson, Emily A. Tillman
& John F. Anderson

Developer / Applicant.....Conduit Street Partners, LLC
Annapolis, MD
Mr. Peter Zadoretzky

Land Planner and Engineer.....Thomas & Hutton Engineering
Savannah, GA
Mr. Lamar Mercer, P.E.
Mr. Scott Monson, P.E.
Carolina Engineering Consultants, Inc
Beaufort, SC
Mr. Jeff P. Ackerman, P.E

Wetlands / Environmental Consultant and Permitting.....Newkirk Environmental Consultants, Inc.
Beaufort, SC
Mr. Ashley Howell

Archaeologist.....Brockington & Associates, Inc.
Savannah, GA
Mr. Alex Sweeney, MA, RPA

Land Use Attorney / Legal Counsel.....Bouhan Falligant LLP
Savannah, GA
John D. Northup III, Esq.

**CSP DEVELOPMENT
PLANNED DEVELOPMENT DISTRICT
AND
CONCEPTUAL MASTER PLAN**

SECTION I:**INTRODUCTION AND NARRATIVE**

The Conduit Street Partners, LLC project currently consists of one parcel located in Jasper County, SC. Currently, the parcel is zoned Rural Preservation ("RP") and is identified as PIN no. 041-00-03-030. The property is approximately 38.84 acres with substantial frontage on the north side of U.S. Highway 278 situated between the Hilton Head Lakes North development to its east and the Prime Storage facility to its west. The property is surrounded by City of Hardeeville land nearly all of which is zoned PDD with a very small area zoned GC (the Prime Storage property). The property has been in the Anderson Family estate for many years and was originally part of the J.A. Coleman Estate. **Exhibit A Site Location Map** is attached.

The property is under agreement to be purchased from the Anderson family members by the Applicant, Conduit Street Partners, LLC, who are pursuing a new PDD zoning encompassing all the parcel to allow for the property to be developed under the stipulations set forth by the proposed PDD zoning in accordance with the Jasper County Zoning Ordinance (ZO) and Land Development Regulations (LDR) in effect at the time of submittal of this rezoning application. Upon approval, the benefits of the proposed PDD Standards shall apply to the Applicant / Owner and its successors and assignees. For the purposes of the PDD and **Exhibit B Conceptual Master Plan**, the parcel is hereby known as a single project ("CSP Development") in this document henceforth.

A. THE PROPERTY

1. The CSP Development property is a raw, unimproved forested, predominately uplands parcel in Jasper County. There are no nor have there ever been any existing buildings, structures, or other facilities on the property. The property is surrounded by PDD zoned Hardeeville land to its east, north and south and by Hardeeville GC zoned land to its west. It is bounded on its eastern side by the Hilton Head Lakes North development – a large, golf course residential community and one of the initial phases of the Hardeeville West Argent PDD development project. To the north and contiguous to the CSP Development is an undeveloped, principally forested, and regulated wetlands parcel which is also part of the West Argent PDD development project. West of the property is an existing Prime Storage facility situated on land located in Hardeeville and zoned GC. The southern property line of the property is frontage along the north side of highway U.S. 278 – a four lane divided, center median, limited access highway. And on the other/south side of U.S. 278 across the highway from the CSP Development there are two major Hardeeville PDD land parcels. One of the parcels is a part of the existing Latitude Margaritaville development and is at the present time planned to be Margaritaville's future 70-acre retail/commercial phase. The second parcel that is to the west and contiguous with the Latitude Margaritaville land is another very large Hardeeville PDD land parcel known as the Morgan PDD project. Both land tracts on the south side of U.S. 278 immediately across the highway from the proposed CSP Development are raw, unimproved but PDD zoned properties with existing Hardeeville

development agreements. Combined, the West Argent PDD, the Latitude Margaritaville PDD and the Morgan Tract PDD amount to approximately 10,500 acres of Hardeeville development parcels zoned PDD. The CSP Development 38.84-acre parcel has just under 2,700 feet of frontage along the north side of U.S. 278 and will access this highway at one central location in alignment with an existing median break. The CSP Development property will also have access to existing Brickyard Road at the road's eastern termination point which is located at the property's western property line. A **Property Aerial (Exhibit C)**, a **Jasper County Zoning Map (Exhibit D-1)** and a **Hardeeville Zoning Map (Exhibit D-2)** are provided.

2. The proposed PDD consists of approximately 38.84 acres and has an anticipated area of approximately 37 acres of uplands and approximately 1.5 acres of jurisdictional wetlands, and 0.5 acres of non-jurisdictional wetlands (excluded waters – gum pond) based upon a preliminary wetland exhibit prepared by Newkirk Environmental, dated December 2021 (see **Exhibit E Wetlands Delineation**). The delineation of the wetlands within the property have been submitted to the Army Corps of Engineers to obtain a valid Jurisdictional Determination. The Conceptual Plan has taken into account the jurisdictional wetlands and has avoided any development impacts to these areas. The property does not have any critical area or frontage on salt marsh or creeks.

3. **Exhibit F Boundary Survey** depicts the property boundary.

4. **Exhibit G USDA Soils Data** depicts soils types of the property

5. **Exhibit H Topography** depicts topographic information for the CSP Development property. GIS data topography was used for the purposes of the exhibit. Elevations on the site range from elevation 10.0 along its northern edge sloping quickly upwards to the property's interior where grades are relatively flat averaging between elevations 18.0 to 20.0 with two small knolls on the west end of the property averaging elevation 24.0. **Exhibit I FEMA Flood Zones Map** depicts the 2019 FEMA flood zones which indicate that the property is in FEMA zone "X" which is defined to be an area of minimal flood hazard generally above or outside the 500-year flood level. Finished floor elevations of building structures will adhere to current Flood Zone requirements of the Jasper County Land Development Regulations.

B. PLANNED DEVELOPMENT DISTRICT PROCESS

1. The Planned Development District (PDD) was established by the Jasper County to encourage flexibility in the development of land to promote its most appropriate, economical, and efficient use as well as to encourage creative design and produce a better environment particularly for large undeveloped tracts. The purpose of the PDD is to, among other things, permit development for specialized purposes which are planned and developed on a unified basis. In this case the specialized purpose is a first-class Single-Family Rental Home ("SFR") community as proposed by Conduit Street Partners, LLC. The homes themselves will be of unique design, tasteful architecture and generally resemble ~~residential cottage, villa and/or patios~~ single family detached and townhouse home types. The community will be under one ownership structure which will maintain most all aspects of the community, i.e., its infrastructure including its roads, the interior and exteriors of the homes and the grounds on which they are constructed including the community amenities and open spaces.

C. CONCEPTUAL MASTER PLAN

It is anticipated that the Conduit Street Development property will be developed over a period of no more than four to five years in as many as two phases in accordance with the Conceptual Master Plan as set forth in this document and as the same may be supplemented by subsequent master and development plans submitted pursuant to the provisions of this PDD (see **Exhibit N Concept Development Schedule**). The Conceptual Master Plan sets forth the general scope of the development including number of allowed units, development standards, infrastructure requirements, and other guidelines. In addition to the Conceptual Master Plan, development of the Property will be controlled by other provisions of the PDD.

The goal of this PDD is to produce a development that raises the quality of life and development standards in the area while also anticipating the County's existing and future needs for naturally affordable single-family homes.

The Conduit Street Development Conceptual Master Plan displays a general and privately owned and maintained roadway layout, general housing unit layout, open space areas as well as amenities that will serve the property. The final locations of these site elements may vary at the time of development permit. Proposed land uses in the development are detailed under Section 2 - Land Use Designation and Definitions.

The Conceptual Master Plan seeks to maintain open space requirements set forth in Section II, D.3 of this PDD. The open space and amenities will be owned and maintained by the Applicant / Owner, or other legally designated entity. Property deeded to a governmental or private utility entity will be the maintenance responsibility of that entity.

The Conceptual Master Plan and the provisions of this PDD will constitute the zoning for the Property and a waiver from the current Jasper County codes and regulations where differences occur. However, activities in the PDD shall conform to all other Jasper County Zoning Ordinance and Land Development Regulations where differences do not occur.

The provisions of the Conceptual Master Plan shall apply to development of the property. In the event of a conflict, the hierarchy of documents will be the "to be approved", (i) Development Agreement (DA), (ii) the PDD and Conceptual Master Plan and, (iii) the Master Plan (MP).

D. ENVIRONMENTAL PROTECTION

1. As part of the development process, the CSP Development will meet or exceed the stormwater management requirements of Jasper County, and the requirements of South Carolina Department of Health and Environmental Control (DHEC) and Office of Ocean and Coastal Resource Management (OCRM). The Applicant / Owner will prepare stormwater management plans for the project as it is developed in accordance with a stormwater drainage master plan to be prepared by a professional engineering firm licensed by the State of South Carolina. The stormwater drainage master plan will address the hydrological characteristics of the entire site as well as adjacent drainage patterns of relative importance. The plan will address pre-development conditions and post-development stormwater management for flood control and sediment reduction. This plan will also address storm water quality through, among other things, the use of

several types of BMP's (as established by the stormwater standards of the applicable state and federal governmental regulations) to enhance water quality and protect the adjacent wetlands.

2. Approximately 4 percent of the site consists of regulated jurisdictional wetlands. Exhibit E is a preliminary wetland plan prepared by Newkirk Environmental dated December 2021 which depicts the preliminary observation of wetlands vs uplands for the project area. The wetland plan has been submitted to the Army Corps of Engineers to obtain a jurisdictional determination prior to development of the property.

3. There will be no development impacts to the regulated jurisdictional wetlands. Subject to the approval of the Office of Ocean and Coastal Resource Management, the CSP Development will seek to remove/fill the non-regulated "gum pond" located in proximity to the project's proposed main entrance off highway U.S. 278.

E. WATER AND SEWER SERVICE

Water and sewer service will be provided to the CSP Development by Beaufort Jasper Water and Sewer Authority. Preliminary planning for the water and sewer systems will be provided at the time of Initial Master Plan submittal to Jasper County. Preliminary discussions with Beaufort-Jasper Water and Sewer Authority (BJWSA) indicate a willingness to serve the property. BJWSA operates and maintains water and sewer systems within their service area upon completion by the developer and acceptance by the Authority. See **Exhibit J BJWSA Availability to Serve Letter**.

F. UTILITY SERVICE

1. The CSP Development property is in the service territory of Dominion Energy for natural gas services, See **Exhibit K Dominion Energy Availability to Serve Letter**. The Applicant / Owner will coordinate with Dominion Energy regarding planning for the CSP Development project.

2. The CSP Development property is in the service territory of Palmetto Electric Cooperative for electric services, See **Exhibit L Palmetto Availability to Serve Letter**. The Applicant / Owner will coordinate with Dominion Energy regarding planning for the CSP Development project.

3. Hargray or/or another licensed provider will provide internet and communication services to the CSP Development property. The Applicant/Owner will coordinate with the provider regarding planning and installation of these services. All servicing is anticipated to be via fiber optics cable to include broadband capability. See **Exhibit M Hargray Availability to Serve Letter**.

4. Other Utility services shall be provided by legally established entities at the discretion of the Applicant / Owner, provided such are in accordance with the franchising ordinances/licensing with the County.

5. Utilities will be underground except as reasonably necessary for above ground support facilities.

G. ROADWAYS AND TRAFFIC

1. The CSP Development PDD shall have on-site roads designed and constructed to the standards of the Jasper County Land Development Regulations or other engineering standards reasonably acceptable to the Jasper County Engineer. Roadway construction within SCDOT right-of-way's will be in accordance with SCDOT standards. Roadway section details will be submitted for review at time of development permit approval. Interconnectivity to other adjoining tracts of land is not proposed. Public access into or across other private developments will not be required. Roadway design standards may be modified subject to the approval of Jasper County to reduce environmental impacts provided safety concerns are not compromised. All onsite roads shall be privately owned and maintained.

2. The Applicant / Owner intends to create up to three new points of vehicular access to existing public roads and highways for the project. The first is proposed to be a main entrance ingress and egress to U.S. 278 located and aligned with the center most existing highway median cut. The second access location is anticipated to provide ingress and egress to U.S. 278 at the highway's median cut fronting the eastern end of the property. The third point of vehicular connectivity is planned as a proposed connection with existing Brickyard Road at the roads point of termination at the property's western property line and adjacent to the U.S. 278 right-of-way. A traffic plan study will be provided at the Master Plan stage. The traffic study shall be reviewed by the SCDOT and final configuration for the new accesses will be governed by the SCDOT. Final entrance configuration and locations will be based upon SCDOT guidelines at the time of development permit.

3. Access to the CSP Development PDD may be restricted and/or gated appropriately at the Applicant / Owner's discretion. Sidewalks and possibly trails shall be provided within the PDD at appropriate locations. The frequency and location of sidewalks or pathways shall be established based upon anticipated pedestrian circulation within the project. Sidewalks and trails shown on the Conceptual Master Plan are conceptual in nature and are subject to change over the course of the development permit process.

4. Notwithstanding the provisions of section G hereof, roadway design standards may be modified to reduce environmental impacts provided safety concerns are not compromised. To protect and preserve significant natural property attributes including avoiding wetland impacts, such design will be encouraged.

5. Reference **Thomas & Hutton Traffic Memo Exhibit Q** for preliminary traffic analysis and commentary concluding no material traffic impacts to existing road systems.

6. TREE PRESERVATION AND REPLACEMENT

The CSP Development shall meet or exceed the minimum allowable post development tree coverage requirements of Jasper County. Trees required and/or worthy of preserving shall be incorporated into buffer areas around jurisdictional wetlands, in required buffer yards and in the required Highway Corridor Overlay District 50' buffer parallel and adjacent to the U.S. 278 Highway.

In those cases where the minimum allowable tree coverage cannot be met by preservation within a required buffer area, replacement trees shall be planted to meet the tree types and quantities as required by code. Trees to be preserved in buffer areas shall be identified and located by a tree survey within the CSP Development PDD.

Plantings, including trees, situated in any buffer area shall be maintained in good health and any dead or damaged plants will be replaced. And if any tree in a buffer is severely damaged due to weather or other reasons, all severely damaged trees shall be replaced no later than the end of the next dormant season.

I. PARKING

Parking for the CSP Development community shall be provided by a combination of attached and/or detached residential parking garages and their corresponding driveways, and community surface parking lots for overflow parking, the community amenity areas and leasing offices. All parking shall be generally consistent with Jasper County development standards or as otherwise proposed by the Applicant/Owner and approved by Jasper County.

J. STORMWATER MANAGEMENT

The CSP Development PDD shall conform to the Stormwater Management Provisions of the Jasper County Land Development Standards including but not necessarily limited to the Jasper County Stormwater Management Design Manual and applicable state and federal requirements. Among other things, the post-development peak runoff discharge rate for the 2-, 10- and 25-year, 24-hour design storm events will be designed to control these rates to pre-development discharge rates. Additionally, the CSP Development PDD shall design its stormwater system to manage a 100-year, 24-hour storm event without causing damage to on-site and offsite structures. Sufficient stormwater best management practices will be employed in the development of the PDD to ensure runoff leaving the site does not degrade water quality of the surrounding receiving waters.

K. CULTURAL AND HISTORICAL RESOURCES

As part of a comprehensive study of the property a Phase I and Phase II archeological investigations and studies were conducted by Brockington & Associates. The investigations have concluded that there are no archeological sites eligible for the National Register requiring preservation or management considerations on the property. **Exhibit N Archeological Report** is attached.

L. EMERGENCY SERVICES

Fire and emergency medical services will be provided to the residents of the CSP Development by no less than two Jasper County Fire-Rescue stations which are located less than 5 miles from the property. **FIRE STATION AND EMS LOCATIONS EXHIBIT P** is attached identifying Jasper County Fire Stations 34 and 35 and their distances (each less than 5 miles) and times in route to the CSP Development.

SECTION II:**LAND USE DESIGNATION AND DEFINITIONS****A. INTRODUCTION and NARRATIVE**

The Conceptual Master Plan consists of an area of approximately 38.84 acres. The proposed predominate uses shall include but not be necessarily limited to:

- For-Rent Single Family Residential situated on an unsubdivided parcel(s) and/or on subdivided individual platted lots
- Single Family For Sale Residential situated on subdivided individual platted lots
- Active and passive community amenity areas
- Model homes and leasing and sales centers
- Site infrastructure

The land use areas indicated on the Conceptual Master Plan are not intended to be rigid exact boundaries for future improvements. The Conceptual Master Plan PDD for the CSP Development shall maintain flexibility to accommodate specific soils conditions, environmental concerns, physical constraints, market conditions and design parameters and as such, the exact location of boundary lines and any proposed buildings or structures, between land uses and their subsequent location and size indicated within the planning area shall be subject to change at the time of the Master Plan Phase and Development Permit Plan submission; provided that maximum densities and other conditions of the Development Agreement between the Applicant / Owner and Jasper County, South Carolina will be adhered to strictly, unless adjustments are requested by the Applicant / Owner and approved by Jasper County.

All rental residential dwelling units shall be owned, controlled and maintained by the Applicant or its assigns or successors which units may be located on an unsubdivided parcel or individual platted lots. ~~amenities~~ Amenities, on-property infrastructure and improvements not dedicated or otherwise conveyed to public or private third parties (such as a homeowner's association) ~~shall~~ shall be owned, controlled and maintained by the Applicant / Owner or its successors.

If at any time in the future rental homes that are situated on subdivided platted lots are sold and owner occupied, these housing units shall be owned, controlled, and maintained by their individual owners.

B. ALLOWED LAND USES

The following land uses shall be permitted in the CSP Development PDD. The purpose of this portion of the PDD document is to state which land uses shall be allowed within the CSP Development PDD and to clearly define development within the area. However, by allowing these uses this does not obligate the Applicant / Owner to provide all of the uses or facilities herein. The allowed land uses and definitions shall be as follows:

For-Rent and/or For Sale Single Family Residential

- ~~For-Rent~~ Single Family Residential Dwelling - A detached or attached home used

exclusively for residential purposes which is either (i) leased to its tenant(s) located on a single parcel of unsubdivided land or on subdivided platted landlots and/or (ii) detached or attached homes sold to buyers/homeowners which homes shall be located on single subdivided platted lots. Dwelling units may have either private or shared access. Units may be arranged in a variety of configurations including detached, attached, back-to-back, side to side, vertical or any combination thereof.

- Home Sites - Individual un-platted parcels or individual platted sites-lots available for short or long term lease for the rental homes or for owner occupied homes.
- Amenity Areas - including Club House / swimming pool / playground / bocce ball / cornhole / horseshoes / oyster tables / pickleball and tennis courts / amphitheater / fitness facility or other recreational amenities.
- Mail kiosks including drone delivery station(s)
- Utilities
- Recreational Amenity Uses such as, but not limited to:
 - Dog park
 - Multi-use field(s)
 - Gazebo
 - Kayak, canoe and boat storage areas
 - Trails or sidewalks
 - Bike paths
 - Mini-golf and/or golf putting green
 - Pavilion
 - Grilling areas
 - Common open space and other active and passive recreational uses
 - Maintenance Areas or Buildings
 - Planting/vegetable garden(s)

Design Standards and Regulations may be established for each area and use at the time of development permit, unless agreed at development permit approval or in this PDD, the standard for uses from the Jasper County Land Development Regulations shall apply.

Any easement that occurs within the property shall have the same land uses as any of the adjacent land uses. Any restrictions shall be based on the legal definition of the easement.

C. ALLOWED DENSITY WITHIN PLANNING AREAS

1. Preliminary planning for the Property contemplates the ~~For-Rent~~ Residential land uses (including wetlands) for the entire property as depicted on the Conceptual Master Plan. The Conceptual Master Plan layout may be modified at the time of development permit application.

2. The total project is allowed a maximum of 275 ~~For-Rent~~ Single Family Dwelling Units. The maximum size per dwelling unit shall be 2,500 square feet. The minimum dwelling unit shall be 800 square feet. The size and configuration of anticipated dwelling units displayed on the Conceptual Master Plan may be modified at the time of development permit. The submitted Conceptual Site Plan presently indicates 265 ~~For-Rent~~ Single Family Dwelling Units.

3. Overall residential density may include both Attached and Detached Single Family Residential dwelling units.

D. DEFINITIONS OF LAND USE TERMS AND DENSITY TERMS

In the absence of a term definition in this Conceptual Master Plan or in the proposed CSP Development PDD with Jasper County, the definitions of the Jasper County Land Development Regulations shall apply in the interpretation of this Conceptual Master Plan. The definitions below shall generally describe the allowed uses and terms within the CSP Development PDD.

1. Acre
 - a. Gross Acre shall mean the entire acreage within the site boundaries.
 - b. Net Acre shall mean the acre which remains after deduction of easements for existing utilities, wetland buffers, and onsite wetlands.

2. Maintenance Areas

The maintenance areas will contain the facilities, tools, and equipment necessary to maintain the common properties and amenities within the CSP Development PDD. These facilities may be congregated on a central site or located in separate convenient sites for different services such as general community maintenance, recreation area maintenance or individual property regime maintenance.

Permitted uses include:

- a. Storage of vehicles and parts, boats, recreational vehicles, tools, supplies, and resident storage.
- b. Offices associated with community and maintenance.

3. Open Space

Total open space for the Property shall be calculated for the boundary of the Property and not on a site-specific basis for each parcel or phase of the Property, individual development, or project. The Property shall provide at least 10% open space. Open space shall be calculated based upon the total gross acreage. Open space shall consist of the following:

- a. Landscape surface areas (areas not covered by buildings, parking, impervious surface) including manicured village greens or equivalent
- b. Lagoons, ponds, impoundments, and lakes (detention, retention, or recreational)
- c. Freshwater wetlands
- d. Wetland buffers
- e. Forest, wildlife preserves / corridors, conservation areas and greenbelts
- f. Community Park, amenity areas and community garden plots
- g. Recreation areas including swimming pools, tennis courts, playgrounds, multi-purpose fields, lawn games, gardens, etc.
- h. Pedestrian / bicycle trails /paths /nature trails
- i. Perimeter buffers

4. Setbacks, Lot Sizes and Buffers

- a. There shall be no minimum setbacks applied to the CSP Development PDD unless noted otherwise in this PDD document. Setbacks and buffers shall meet the minimum requirements established herein, and except as set forth in this PDD Standards, shall apply to the perimeter of the PDD only provided, however, that any required wetlands buffers shall apply according to law throughout the Property.
- b. Setbacks /buffer areas shall be provided for jurisdictional wetlands within the PDD. Setbacks / buffers for wetlands shall be 25 feet .
- c. Perimeter buffer standards shall include:
 - (i) At adjacent property boundaries to the east and to the north of the PDD (adjacent properties to east and north are jurisdictional wetlands) buffers shall be 20 feet at a minimum. See PDD Conceptual Master Plan for proposed perimeter buffers. A 50-foot buffer shall be provided along the property's boundary with the GC zoned property to its west. Underground utilities and stormwater management facilities are allowed in the perimeter buffer area.
 - (ii) At all buffers of the PDD disturbances related to grading activities are allowed provided that the following preservation practices are met:
 - (A) Within 50-foot U.S. 278 highway buffer a minimum of 7 broadleaf overstory trees, 8 understory trees, and 35 shrubs shall be preserved or re-planted per 100 linear feet of U.S 278 frontage.
 - (iii) Highway 278 Corridor Overlay District (HCOD) standards shall be adhered to provided that signage shall be governed by the provisions established by the future Master Plan.

(iii)

d. Lot Areas and Setbacks

(i) Single Family For Rent Homes and Single Family For Sale homes will have setback and yard requirements as set forth in the below TABLE 1:

CSP PDD DEVELOPMENT TABLE 1					
MEASUREMENTS FOR UNSUBDIVIDED AND SUBDIVIDED RESIDENTIAL					
Single Family Schedule of Lot Area, Yard, and Setbacks					
Minimum Lot Per Unit					
	SF	Patio⁴	Duplex⁵	Townhome⁶	Non-Resi⁷
Unsubdivided Residential (For Rent Only) ¹	NA	NA	NA	NA	NA
Subdivided Residential (For Sale and/or For Rent)	1700	NA	NA	1000	NA
Minimum Yard and Building Setback (feet)					
Single Family & Non-Residential Uses					
	SF	Patio⁴	Duplex⁵	Townhome⁶	Non-Resi⁷
Unsubdivided Residential Min lot width ²	NA	NA	NA	NA	NA
Subdivided Residential Min lot width	30	NA	NA	18	NA
Front Yard (Measured from Edge of Road R/W)					
Major Street (Multi-Lane)	NA	NA	NA	NA	-
Major Street (Multi-Lane)	NA	NA	NA	NA	-
Minor Street	10	NA	NA	10	NA
Side Yard³					
Residential	5	NA	NA	5	-
Non-Residential	-	-	-	-	NA
Rear Yard³					
Residential	10	NA	NA	5	-
Non-Residential	-	-	-	-	N/A

Notes:

1. "For Rent" homes can be situated on an unsubdivided single parcel and not on individual subdivided lots. Therefore, there are no legal fee simple lots with defined lot areas.

2. Because the "For Rent" homes can be situated on a unsubdivided single parcel and not on individual subdivided fee simple lots, there are no defined lot dimensions.
3. For unsubdivided rental residential units, yard dimensions provided are minimum side yard and back yard depths. In all cases, there shall be 10' minimum clear between structures.
4. Patio homes are not an included product.
5. Duplexes are not an included product.
6. Townhomes are two or more attached units with 5' side yards at each end unit with 10' clear between adjacent structures.
7. Non-Resi is a non-residential/commercial use exclusive of community amenity improvements and leasing and sales offices. Non-Resi uses are not an included product.
8. Setbacks are measured to the front, side or rear face of the principal structure and excludes measurements to such things as HVAC equipment, stoops, ground level or upper-level decks, or similar ancillary structures.
9. The required easement width for storm drainpipe of 15" to 24" in size shall not be less than 10 feet.

5. Wetlands

This designation allows the following uses within wetlands. Freshwater wetlands on the property shall be those areas over which the applicable governmental agencies claim jurisdiction for freshwater wetlands. Unless restricted via a future Memorandum of Understanding (MPA) to the contrary, the following are permitted uses:

- a. Open space and buffers
- b. Conservation areas
- c. Activities in all wetland areas as permitted by the U.S. Army Corps of Engineers and/or the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management as applicable
- d. Disposal of reclaimed water as permitted by SCDHEC.
- e. Boardwalks, trails, bridges, and other permitted structures.
- f. Game Management

6. Utilities

This designation allows for utility service to serve the planning areas of the CSP Development PDD. The following land uses shall be allowed only after written approval from the Applicant / Owner and its consultants for location and design. Screening, buffering, and other aesthetic matters must meet or exceed the Jasper County Land Development Regulations and may be approved at the time of site development application.

- a. Potable water supply and distribution
- b. Wastewater collection, treatment, and disposal
- c. Stormwater collection, treatment and detention
- d. Irrigation
- e. Communication towers

- f. Satellite antennas
- g. Cable television facilities
- h. Telephone facilities
- i. Power transmission and distribution
- j. Fiber optic lines
- k. Other utility services i.e., Internet access and other telecommunication uses

Certain community-wide infrastructure is required for the development of any large, master-planned community. This infrastructure may include, but is not limited to the following:

- 1. Arterial streets and primary access roads
- 2. Water supply
- 3. Wastewater Treatment and Effluent Disposal
- 4. Power substations
- 5. Central telephone facilities/ Cell phone towers
- 6. Stormwater Management Lagoons
- 7. Natural Gas Supply
- 8. Sewer Pump Station

Infrastructure serving the community (on-site and off-site) will be approved as part of the development plan approval process.

7. Design Standards

Design Standards shall be submitted at the Master Plan stage and may have standards deviating from the Jasper County Ordinances or this PDD, provided that health, safety, ingress/egress, and fire protection are addressed to the satisfaction of the County.

THIRD EXHIBIT TO ORDINANCE

EXHIBIT B-1

Updated Development Agreement (CLEAN)

[attached]

EXHIBIT B-1

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER) **DEVELOPMENT AGREEMENT**
)
) **CSP DEVELOPMENT TRACT**

This Development Agreement ("Agreement") is made and entered this _____ day of _____, 2022 (the "Effective Date"), by and between Conduit Street Partners, LLC (a Maryland Limited Liability Company) ("Owner") and the governmental authority of the Jasper County, South Carolina ("County").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

WHEREAS, the Act recognizes that the lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and,

WHEREAS, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

WHEREAS, the Act further authorizes local governments, including County governments, to enter Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, Owner is the contract purchaser of approximately 38.84 acres, generally to be known as CSP Development, and being more particularly described in Exhibit A and proposes to develop, or cause to be developed, therein Residential uses, to include the potential of any alternative allowed uses, including accessory and complimentary uses as described in the Planned Development District Standards adopted contemporaneously herewith by separate County Ordinance No. O-2022-16; and,

WHEREAS, the County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

WHEREAS, the County finds that the program of development proposed by Owner for this Property is consistent with the County's comprehensive land use plan; and will further the health, safety, welfare and economic well-being of the County and its residents; and,

WHEREAS, the program for development of the Property presents an opportunity for the County to secure quality planning and growth to protect the environment and strengthen and revitalized the tax base; and,

WHEREAS, this Development Agreement is being made and entered between Owner and the County, under the terms of the Act, for the purpose of providing assurances to Owner that it may proceed with its development plan under the terms hereof, as hereinafter defined, consistent with Jasper County Zoning Ordinance and the Planned Development District Standards for the CSP Development (as herein defined) without encountering future changes in law which would affect the ability to develop under the Jasper County Zoning Ordinance and the Planned Development District Standards for the CSP Development Tract, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the County, and for the purpose of providing certain funding and funding sources to assist the County in meeting the service and infrastructure needs associated with the

development authorized hereunder;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and Owner by entering into this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

I. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth in Section 6-31-10(B) of the Act.

II. DEFINITIONS.

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

"Adjustment Factor" shall mean the greater of three percent 3% per annum or the annual inflation factor supplied to local governments by the SC Department of Revenue and Fiscal Affairs for use by local governments in determining allowable millage increases, such adjustment to be applied on July 1st of each year with the first adjustment being applied July 1, 2023.

"Agreement" shall mean this Development Agreement as amended by the County and Developer in writing from time to time.

"Association" shall mean one (1) or more property owners' associations established to maintain portions of the Property, if such is ever formulated, which is not expected for that portion(s) of the Property that is developed as rental units which are under single ownership, as contemplated under the PDD.

“BJWSA” shall mean the Beaufort/Jasper Water and Sewer Authority, its successors or assigns.

“Civic Fund” shall mean the segregated interest bearing Escrow Account into which all Development Fees for Police, EMS and Fire are contributed pursuant to Section XI herein.

“Conceptual Master Plan” shall mean the Conceptual Master Plan adopted as part of the Planned Development District Standards (“CSP PDD Standards”) by the County,.

“CSP PDD” means the Planned Development District for the CSP Development approved by the County by Ordinance Number 0-2022-16, concurrently with its approval of this Agreement

“CSP PDD Standards” means the development standards applicable to the CSP PDD, including the Conceptual Master Plan, as adopted by the County in connection with its approval of the CSP PDD, attached hereto or incorporated by reference as **Exhibit B.**

“Current Legal Owner” means Paul H. Anderson, Emily A Tillman, and John F. Anderson, who have contracted with Conduit Street Partners, LLC to sell the Property.

“County” shall mean Jasper County, South Carolina.

“DHEC” shall mean the South Carolina Department of Health and Environmental Control

“Developer” means 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.

“Development” means the development of portions of the Property as contemplated in the Zoning Regulations.

“Development Fees” or “Developer Fees” shall have the meaning set forth in Paragraph XI.

“Development Rights” means Development undertaken by the Owner or Developers in accordance with the Zoning Regulations and this Development Agreement

“OCRM” means the South Carolina Office of Ocean and Coastal Resource Management

“Owner” means 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.

“Park Fund” shall mean the segregated interest bearing Escrow Account into which all Development Fees for Parks are contributed pursuant to Section XI herein.

“CSP Development”, “CSP Tract” or “Property” means that certain tract of land described on Exhibit A, as may be amended with the Agreement of the County and Owner.

“Project” means the Development that will occur within and upon the CSP Tract.

“Roadway Fund” shall mean the segregated interest bearing account into which all Development Fees for Roads are contributed until utilized for public roadway improvements pursuant to Section XI herein.

“Term” means the duration of this agreement as set forth in Section III hereof.

“Zoning Ordinance” means the Jasper County Zoning Ordinance adopted November 13, 2007, as amended through the Effective Date hereof, and attached hereto as Exhibit C and incorporated herein by reference.

“Zoning Regulations” means the CSP PDD establishing a Planned Development District for the Property, and all the attachments thereto, including but not being limited to the PDD Conceptual Master Plan, all narratives, applications, and site development standards thereof (a copy of all of which is attached hereto marked Exhibit B and/or incorporated herein by reference), all as same may be hereafter amended by mutual agreement of the County and the Owner, this Development Agreement, and the Jasper County Development Ordinance(s) being codified with Municode© and current on Municode© through Supplement No. 3 as of June 21, 2021 as amended through the Effective Date of this Agreement, except as the provisions thereof may be

clarified or modified by the terms of the CSP PDD and this Agreement, and all other applicable statutes, ordinances and regulations governing uses and development of the Property.

III. TERM.

The term of this Agreement commenced on the date this Agreement was executed by the County and Owner and terminates Five (5) years thereafter ("Termination Date"). This is the maximum initial term permitted by law for the Property. Nothing in this Agreement shall be interpreted to preclude the Parties from extending the Termination Date by mutual agreement or from entering into subsequent development agreements.

IV. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Zoning Regulations and this Agreement. All costs charged by or to the County for reviews required by the Jasper County Zoning and Development Ordinance(s) shall be paid by the Owner or Developer or other party applying for such review as generally charged throughout the County for plan review. The County shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement.

V. CHANGES TO ZONING REGULATIONS.

The Zoning Regulations relating to the Property subject to this Agreement shall not be amended or modified during the Term, without the express written consent of the Owner except in accordance with the procedures and provisions of Section 6-31-80(B) of the Act, which Owner shall have the right to challenge. Owner does, for itself and its successors and assigns, including Developers and notwithstanding the Zoning Regulations, agrees to be bound by the following:

1. The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage and square footage of structure, as applicable, subject to the transfer. Developers

transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to file with the County an acknowledgment of this Agreement and a commitment to be bound by it.

2. The Owners and Developers, and their respective heirs, successors and assigns agree that all Development, with the exception of irrigation, incidental maintenance facilities, and similar amenities which exist from time to time, and facilities existing at the date of this Agreement will be served by potable water and public sewer prior to occupancy, except as otherwise provided herein for temporary use, temporary being defined as one year or less. Septic tanks and/or wells may be allowed with the permission of BJWSA where there is a specific finding that such use for specific portions of the Property will comply with the overall environmental standards.

VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as **Exhibit D**, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner / Developers in the future, shall not be considered a material amendment or breach of the Agreement.

VII. DENSITY.

The criteria as set forth in Section II of the CSP PDD Standards shall apply with respect to lot size, frontage, setbacks, impervious surface and height requirements, respectively, within the

Project. Residential density and types on the Property shall be the densities and types as set forth in the CSP Planned Unit Development approval, Conceptual Master Plan, and as set forth below:

1. Up to a maximum of 275 residential dwelling units may be constructed. The CSP PDD and the CSP Conceptual Master Plan depict the expected mix and general location of allowed residential units, however, so long as the total residential unit count does not exceed 275 units and the general concept of development as shown on the Conceptual Master Plan is followed, the Owner shall be allowed to alter location and product mix among all allowed uses under the PDD at the time of Master Plan submittal when more specific design are available, based upon ongoing project planning and market conditions.

2. Any such changes to exact location or product mix shall not be considered a material amendment hereto, or an amendment to the attached PDD or the Conceptual Master Plan, so long as the total allowed density is not exceeded and the use remains residential. Such minor changes will be approved at the staff review level.

VIII. RESTRICTED ACCESS

The Owner and/or each Developer shall have the right (but not the obligation) to create restricted access communities within the Property as long as such limited access does not adversely affect in any material respect adjacent traffic patterns located on public rights-of-way.

IX. EFFECT OF FUTURE LAWS.

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms of this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the County ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall not apply to the Property unless the procedures and provisions of §6-31-80 (B) of the Act are followed, which Owner shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental guidelines standards of general application.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, or any ad valorem tax of general application throughout the County, found by the County Council to be necessary to protect the health, safety and welfare of the citizens of the County.

X. INFRASTRUCTURE AND SERVICES

The County and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the County. For clarification, the parties make specific note of and acknowledge the following:

A. Private Roads. All roads within the Property shall be constructed by the Owner, Developer or other parties and maintained by such party(ies) and/or Association(s) or dedicated for maintenance to other appropriate entities. The County will not be responsible for the construction or maintenance of any private roads within the Property. The CSP Development project shall have private roads designed to the standards reasonably acceptable to the County Engineer. Road construction within SCDOT right of ways will be in accordance with SCDOT standards. Roadway section details shall be submitted for review at the time of development permit applications, as provided in the PDD.

B. Public Roads. All public roads outside the Property that serve the Property are under the jurisdiction of the State of South Carolina or other governmental entities regarding access, construction, improvements and maintenance. Owner acknowledges that it must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation ("SCDOT") or its successor regarding access and use of such public roads. Future public roads may serve the Property. The County shall not be responsible for construction, improvements or maintenance of the public roads which now or hereafter serve the Property, unless it otherwise agrees in the future. Owner has engaged Bihl Engineering, LLC, of Charleston, SC, to prepare a traffic impact analysis which has been submitted to the SCDOT for review and comment. Subject to the approval of SDOT and any other the applicable jurisdictional authorities, the Property is proposed to be served by direct access to the existing Brickyard Road and U.S.

Highway 278. Developer shall be responsible for construction of property access improvements as recommended by SCDOT after review of the SCDOT required traffic study. Upon completion of construction of any such improvements within the SCDOT right of way, and acceptance by SCDOT, the SCDOT shall then maintain all roadway improvements within the public road right of way.

C. Potable Water. Potable water will be supplied to the Property by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property unless the County elects to provide such services with the agreement of the applicable utility authority then providing such service to the Property. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between Owner and the service provider.

D. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, unless the County elects to provide such service with the agreement of the applicable utility authority then providing such service to the Property. Nothing herein shall be construed as precluding the County from providing sewer services to its residents in accordance with applicable provisions of law. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider as provided in any utility agreement between Owner and the service provider.

E. Use of Effluent. Owner agrees that treated effluent will be disposed of only in such manner as may be approved by DHEC and the BJWSA.

F. Police Services. County shall provide police protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the County. Owner acknowledges the jurisdiction the Sheriff of Jasper County on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community. Should Owner desire an increased level of service above the normal County level of police service, Owner shall be responsible for either

providing such services through the use of private security forces or shall pay the County's direct and indirect costs for providing such increased level of service.

G. Fire Services. County shall provide fire protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the County. Owner acknowledges the jurisdiction of the County's fire department on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community.

H. Sanitation Services. County will not provide sanitation services to any properties with the Property. Should Owner desire such services, the Owner shall provide these directly to the Property by a private licensed private contractor.

I. Recreation Services. County shall provide recreation services to the Property on the same basis as it provides to other similarly situated residents and businesses in the County.

J. Library Services. Such services shall be provided to residents on the same basis as to all other citizens of the County.

K. Emergency Medical Services (EMS). Such services shall be provided to residents of the Property on the same basis as to all other citizens of the County.

L. Drainage System. All stormwater runoff, treatment and drainage system improvements within the Property will be designed in accordance with the Zoning Regulations and Best Management Practices then current. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by Owner or the Association, as applicable. The County will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property.

M. Storm Water Quality. Protection of the quality in nearby waters and wetlands is a primary goal of the County. The Owners shall be required to abide by all provisions of federal, state and local laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water. In addition to the water quality safeguards as committed to by Owner above, notwithstanding Section IX hereof, Owner

and any developer shall adhere to any and all future ordinances or regulations of the County (or portions thereof) governing detention, filtration, and treatment of storm water provided those ordinances and regulations apply county wide, and are consistent with sound engineering practices. Further provisions regarding Storm Water are included within the PDD for this Project.

XI. DEVELOPMENT FEES

1. To assist the County in meeting expenses resulting from ongoing development, Owner shall pay development fees for Road, Civic and Parks ("**Development Fees**") as follows:

2.

DEVELOPMENT FEES	AMOUNT
Residential Dwelling Units	\$1,745 Net Roads Fee. See Section 3. below. \$1,572.000 – Civic (Police, EMS and Fire) <u>\$1,683.00 – Park</u>
TOTAL FEE PER RESIDENTIAL DWELLING UNIT	\$5,000.00

3. Net Roads Fee. The Net Roads Fee is calculated as the proposed Jasper County gross Road Fee of \$5,000 per unit, less an estimated per unit "public road improvement credit" in the amount of \$3,755. The "road improvement credit" represents a \$1,000,000 estimate of costs of all external, off-site road improvements that will be borne by Owner at its sole cost and expense in connection with the development of the project, including but not necessarily limited to the construction of Highway 278 and Brickyard Road external roadway improvements, divided by the estimated number of residential units that will be constructed within the CSP PDD (265 units). The Net Road Fee is not intended to compensate the County for the construction of any private road improvements within the CSP PDD, since all private roads within the CSP PDD are to be constructed and maintained by Owner at Owner's sole cost and expense. Accordingly, no Development Fees for on-site, internal roads shall be collected.

4. All Development Fees for building permits issued to Owner shall be collected at the time of issuance of an occupancy permit instead of at issuance of the building permit. All Development Fees shall be placed in separate interest bearing accounts established for Roads, Civic and Parks. The County may expend these funds for any purposes designed to provide or enhance such services.

5. Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). The Property shall be exempt from any requirement to pay County Impact Fees under any ordinance subsequently passed and enacted by the County, for the first five (5) years of the Term of this Agreement as it may be extended by mutual agreement between the Owner and County. In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Developer Fees paid by the Developer under Article XI (1), (2) and (3) shall be credited against the Impact Fees to the extent the Development Fees are for items included in the capital program incorporated in the formulation of the Impact Fees, or for the traffic improvements on Highway 278 and Brickyard Road as recommended by the SCDOT as itemized above.. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspection (no other capital improvement related impact, development or other extractions)

6. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, its successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the County, provided however, if an entity other than the County is permitted by the County to impose fees or obligations similar in nature to those contemplated by this Agreement, the Owner shall be entitled to either an offset against the Development Fees of this Agreement the in the entire amount of such fees or obligations which are collected or an entire credit against the other fees allowed to be collected. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property and that County shall not permit any other governmental authority to impose fees or obligations of a similar nature to that which are contemplated by this Agreement without providing

for a credit against the other fees for the fees due under this Agreement; provided, however, the provisions of this paragraph shall not preclude the County or another governmental authority from imposing a fee of a nature which is for services or improvements other than those contemplated under this Agreement - (i.e., roads, fire/public safety), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.

7. The fees set forth above in Article XI are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee shall be imposed in connection with the Property, except as may be allowed pursuant to Article X and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Civic, Park and Road Development Fees are subject to an annual inflation factor equal to inflation factor as provided by the State of South Carolina to each local government-for the calculation of tax millage increases.

8. Any Development Fees paid and/or credits for Development Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by the Owner and/or Developer owning such credits and all such credits, shall remain valid until utilized. The County shall recognize all such written assignments of such rights and shall credit same against any Development Fees which are owned pursuant to this Agreement.

9. Development Fees for on-site, internal roads shall not be collected. All internal roads shall be constructed and maintained by Owner at Owner's sole cost and expense.

10. All Net Road Fees shall be utilized in the discretion of the County, for traffic and highway improvements as contained in the capital improvement program to be funded by the proposed County impact fees, or other traffic and highway improvements to Highway 278 or Argent Boulevard.

11. Owner agrees to pay the reasonable costs and expenses of the County's consultants and professionals incurred in negotiating, processing and evaluating this Agreement and the accompanying PDD. County will provide sufficient documentation of these charges. Owner

shall pay such fees within 60 days of the delivery of the invoice(s).

XII. PERMITTING PROCEDURES:

1. The County agrees to allow the Developer the ability to permit and construct model homes without utilities (i.e., "dry models") and to relocate the models as necessary within the CSP Tract.

2. The County agrees that the Owner and/or any Developer is not required to phase development but shall have the right to do so.

3. The County agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with County regulations as modified by the CSP PDD Standards for this Project. Plans will be processed in accordance with the then current County PDD Plan and development plan procedural requirements. Developer may submit these items for concurrent review with the County and other governmental authorities. County may give final approval to any submission but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

4. Signage for the Project is governed by the provisions of the PDD for this Project.

5. The County acknowledges that the Developer has the initial right of architectural review regarding improvements and building upon the property subject to normal review by the County Planning Commission. Developer shall be responsible for assuring such modifications are in compliance the Zoning Regulations.

6. The County agrees to allow plat recording with a financial security instrument acceptable to the County prior to completion of infrastructure development and to issue building permits prior to completion of such bonded infrastructure in accordance with the Zoning Regulations as modified by the PDD Standards for this Property. However, rental or sale and occupancy of completed residential dwellings shall not be allowed until infrastructure for a particular phase of the Project is completed and public utilities are accepted for service by the appropriate agency.

7. The County agrees the Property shall be governed by County Zoning

Regulations as in effect at the time of execution of this Agreement. If future codes are more desirable to Property, then Developer may request the County to have such regulations become applicable to any portion of the Project that Owner designates.

8. The County agrees that the Property is approved and fully vested for intensity, density, development fees, uses and height, and shall not have any obligations for on or off-site transportation or other facilities or improvements other than as provided in this Agreement, but must adhere to the then current requirements of the CSP PDD Standards, including, but not limited to the Conceptual Master Plan, and subdivision plat and development plan procedural guidelines. The County may not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner shall have the right to challenge.

9. Roadways (public or private) may utilize swale drainage systems and are not required to have raised curb and gutter systems, provided that pedestrian and non-vehicular pathways or sidewalks are provided in residential areas and to provide interconnectivity between interior subdivisions, commercial or institutional areas and public gathering areas. Public Road Improvements are subject to the drainage requirements of the public agency having jurisdiction and/or ownership. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet BMP standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of proposed construction of such Roadway based upon engineering and planning standards consistent with the CSP PDD Standards prepared by Developer, subject to the approval of the County Planning Administrator.

10. All plan review fees shall be consistent with the fees charged generally in the County.

XIII. DEVELOPER ENTITLEMENTS

County acknowledges that Developer is vested with the following items:

1. The County will, to the extent available, promote public transportation which exists within the County to service the Property.
2. Intentionally Deleted
3. All drainage systems constructed within the CSP Development shall be

owned and maintained by the Owner, its assigns, or one (1) or more Association(s) which may be established for various portions of the Property and the County shall have no responsibility for the construction, operation or maintenance of such systems. Such systems shall be constructed in compliance with any applicable federal, state or local requirements, utilizing the then current Best Management Practices requirements.

4. On-site burning will be permitted within the Property upon obtaining any applicable federal state or local permits.

5. The County agrees to cooperate with the Owner and each Developer with county, state and federal roadway permitting in connection with the Development of portions of the Property.

6. County services, including, but not limited to, police, fire, sanitation, recreational parks and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within the County, subject to the limitations (if any) of Section X above. Subject to the limitations of Section X above (if any), should the Owner require enhanced services beyond that which is routinely provided within the County, then the County agrees that upon the written request of Owner, it shall negotiate in good faith with the Owner to provide such enhanced services to the Property. Any enhanced services shall be at the sole cost, if any, of the Owner.

XIV. COMPLIANCE REVIEWS.

As long as Owner owns any of the Property, Owner or its designee, shall meet with the County, or its designee, at least once, per year, during the Term to review Development completed by Owner in the prior year and the Development anticipated to be commenced or completed by Owner in the ensuing year. The Owner, or its designee, shall provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, and Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The Owner, or its designee, shall be required to compile this information within a reasonable time after written request by the County.

XV. DEFAULTS.

The failure of the Owner, Developer or the County to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies that are deemed appropriate, including specific performance; provided however no termination of this Agreement may be declared by the County absent its according the Owner and any relevant Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement.

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

A default of the Owner shall not constitute a default by Developers, and default by Developers shall not constitute a default by the Owner. Notwithstanding the foregoing, the failure of the Owner to reasonably pursue the required permitting/approvals for and completion of required traffic mitigation measures shall be grounds for the cessation of the issuance of development permits for future sites; provided, however, that should the County Administrator determine that there is a default by the Owner, he shall immediately notify the Owner in writing by certified mail, return receipt requested, and allow the Owner fifteen (15) days to respond with an explanation of why Owner is not in default or a plan for remedying the default. In the event the Owner presents a plan of remediation for approval by the County Administrator, whose approval shall not be unreasonably withheld, the parties shall agree to a commercially reasonable time to complete the remediation plan, and during such time no negative action shall be taken against the Owner or Developers. Failure to submit such a response or failure to subsequently pursue a plan of remediation may result in a moratorium on future development permits, a stop work order, and any other consequences reasonably determined by the County Administrator. The parties acknowledge that owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement, unless the Property remains under unified ownership or unless such owners of completed buildings have been assigned any rights under this Agreement. In such case, the owners of completed buildings shall also be obligated for obligations set forth in this Agreement.

XVI. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the County and the Owner; such written agreement may be by resolution or ordinance at the County's sole discretion. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the County and the Owner of said portion of the Property. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify,

discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

The Conceptual; Master Plan is not intended to be rigid, nor to identify exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set forth herein and the general concept of environmentally sensitive residential developments suggested by the Conceptual Master Plan is followed and respected, however, reductions in buffers and setbacks in relation to external properties and roadways are major modifications. Such minor variations are eligible to be approved at staff level in accordance with the Zoning Regulations.

XVII. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by, i) immediately upon delivery if by personal delivery or by independent courier service or by facsimile or, ii) if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified or, iii) the day of transmission by electronic mail transmission, if receipt is confirmed or a mailing is made the day of transmission by United State Mail, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be given at the following addresses:

To Jasper County:

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

With Copy To: County Attorney
Jasper County
358 Third Avenue
Courthouse Square
Post Office Box 1149
Ridgeland, South Carolina 29936
Email: dtedder@jaspercountysc.gov

And to the Owner at: Conduit Street Partners, LLC
Peter Zadoretzky, Co-Managing Member
59 Franklin Street
Annapolis, Maryland 21401
Email: pzadoretzky@oapartners.com

With Copy To: Bouhan Falligant LLP
John D. Northup, III
One West Park Avenue
Savannah, Georgia 31401
Email: jdnorthup@bouhan.com

XVIII. ENFORCEMENT.

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement.

XIX. GENERAL.

A. **Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developer(s) and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this

Agreement. In addition, the Owner, Developers and the County each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Notwithstanding the foregoing, any adoption by the County of an ordinance assessing Impacts Fees or their equivalent shall be governed by Article XII hereof.

B. Estoppel Certificate. The County, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- (1) that this Agreement is in full force and effect,
- (2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
- (3) whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and
- (4) whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings among the County and the Owner relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the County, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

E. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of public facilities and compatibility between developed and undeveloped lands and their uses.

G. **Assignment.** Subject to the notification provisions hereof, Owner may assign its rights and responsibilities hereunder to a subsidiary or sister company.

H. **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

I. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

J. **Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

K. **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

L. **No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by the County, the Owner and Developers. No other persons shall have any rights hereunder.

M. **Contingencies.** This Agreement is contingent on acquisition of the Property, the approval of the Board of Directors of Owner and the County Council of the Jasper County, South Carolina. Notwithstanding the above, Owner agrees to remain responsible for the payment of the processing fees incurred by the County in reviewing and approving the Planned

Development District application and Development Agreement as set forth in Article XI (11) above.

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

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

XX. SUCCESSORS AND ASSIGNS.

A. Binding Effect. This Agreement shall be binding on the successors and assigns of the Owner in the ownership or Development of any portion of the Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Property shall be solely responsible for performance of obligations hereunder as to the portion or portions of the Property so transferred. Developers or other assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to perform the obligations in this Agreement, said document to be in recordable form and provided to the County at the time of the recording of any deed transferring a development tract. Following delivery of such documents, the previous Owner shall be released of any further liability or obligation with respect to the obligations.

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

1. Transfer of Facilities and Service Obligations. Simultaneous with the Owner conveying any portion of the Property to a third party, the Owner shall be required to obtain a written agreement in substantially the same form as **Exhibit F**, attached hereto and incorporated herein by reference, expressly assuming the obligations with regard to the parcel conveyed and the potential Development of same. The Owner shall notify the County within thirty (30) days after the conveyance of the property, provide the County with the applicable documents assigning the

development obligations to the transferee and record the same in the office of the Jasper County Register of Deeds.

2. **Assignment of Development Rights.** Any and all conveyances of any portion of the Property subject to the intensities/square footage set forth in Article VII herein to third party developers shall, by written agreement in substantially the same form as **Exhibit E**, assign a precise number of residential units and/or commercial/office square footage along with the permitted land uses that may be constructed on the subject property being conveyed. The Owner shall notify the County within thirty (30) days of the conveyance of the property, provide the County with the applicable documents assigning the development rights to the transferee and record the same in the Office of the Jasper County Register of Deeds.

3. **Mortgage Lenders.** Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Property to any such mortgage lender or subsequent purchaser. Notwithstanding the foregoing, the obligations and restrictions arising under this Development Agreement run with the land, and a foreclosure or subsequent transfer does not extinguish the obligations and restrictions, arising hereunder, and such shall survive the foreclosure or subsequent transfer. It is the intention of this subsection to merely forego the prerequisite notice of transfer documentation contained in subsections 1 and 2 immediately above.

C. **Release of Property Owner.** In the event of conveyance of all or a portion of the Property and compliance with the conditions set forth herein, and specifically subsections XX(B) (1) and (2), Conduit Street Partners, LLC shall be released from all obligations as to the portion of Property so transferred, and the transferee shall be substituted as the Owner under the Agreement as to the portion of the Property so transferred.

XXI. STATEMENT OF REQUIRED PROVISIONS

A. Specific Statements. The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

- 1. Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in **Exhibit A** attached hereto. The present legal Owners of the Property are Paul H. Anderson, Emily A. Tillman and John F. Anderson. Conduit Street Partners, LLC have an equitable interest in the Property by virtue of a purchase agreement with the present legal Owners.
- 2. Duration of Agreement.** The duration of this Agreement shall be as provided in Article III.
- 3. Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development related standards, are contained in Zoning Regulations, as supplemented by this Agreement. Based on prior experience with the type of Development contemplated by the Zoning Regulations, it is estimated that the average size household of the Project will be 2.5 persons. Based on maximum density build out, the population density of the Project is anticipated to be approximately 690 to 700 persons.
- 4. Required Public Facilities.** The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All requirements relating to land transfers for public facilities, if any, are set forth above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.
6. **Local Development Permits.** The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina(OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.
7. **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the County, which include a Planned Development District for the Property.
8. **Terms for Public Health, Safety and Welfare.** The County Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.
9. **Historical Structures.** Any cultural, historical structure or sites will be addressed through applicable federal and state regulations the permitting

process at the time of development, as required by applicable state regulations.
No such structures or sites are known to exist.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

SIGNATURES AND ACKNOWLEDGMENTS BEGIN ON THE FOLLOWING PAGE

WITNESSES:

CONDUIT STREET PARTNERS, LLC

By: _____
Peter Zadoretzky

Its: Co-Manager

STATE OF

)

COUNTY OF

)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this _____ day of _____, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared the duly authorized official of Conduit Street Partners, LLC., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for Maryland
My Commission Expires: ____

WITNESSES:

JASPER COUNTY, SOUTH CAROLINA

By: _____

Barbara B. Clark

Its: _____

STATE OF SOUTH CAROLINA.

)

ACKNOWLEDGMENT

COUNTY OF JASPER

)

I HEREBY CERTIFY, that on this _____ day of _____, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Barbara B. Clark, Chair of Jasper County Council, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officials of the County of Jasper, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina

My Commission Expires: _____

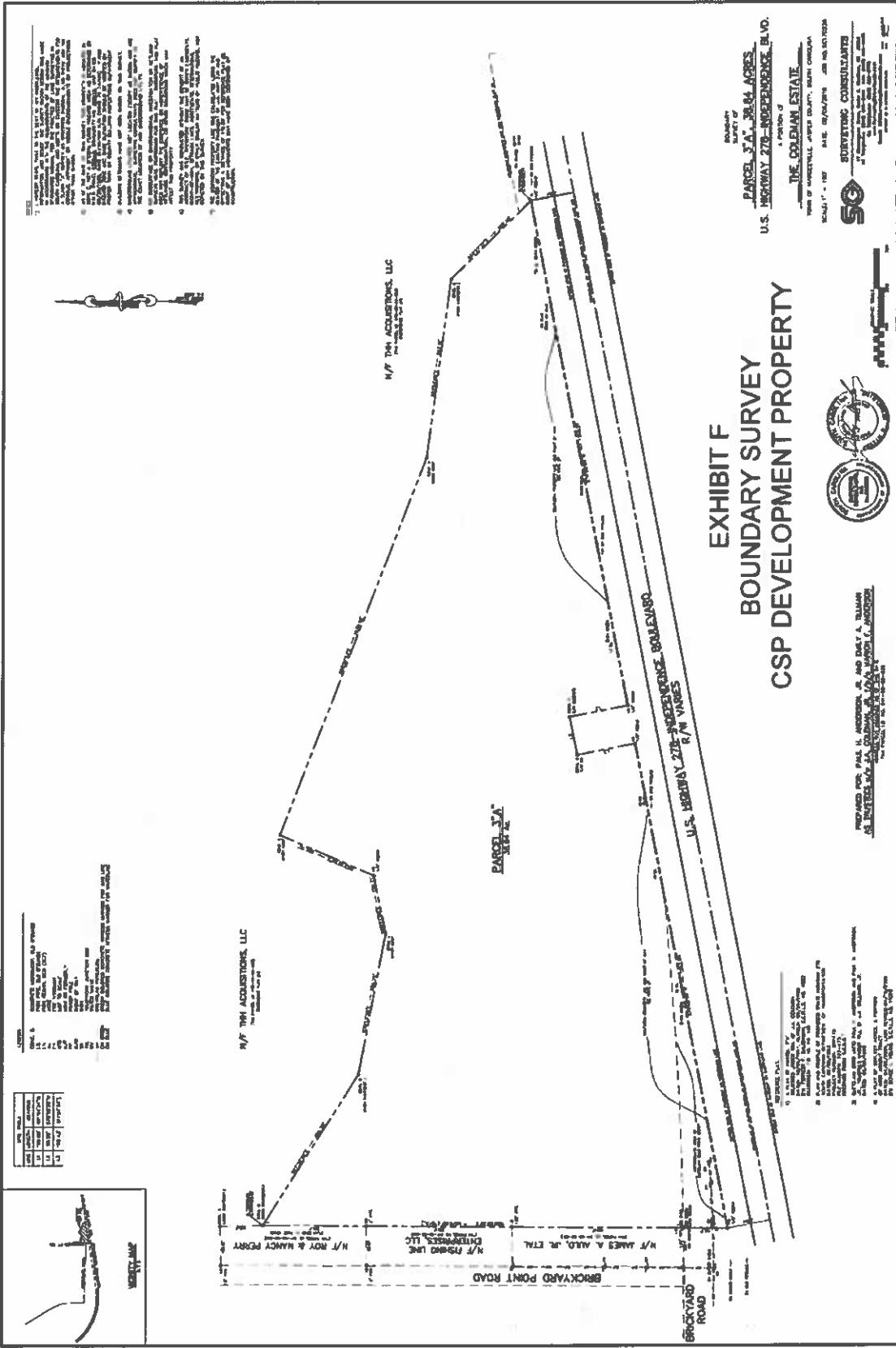
EXHIBIT A
TO DEVELOPMENT AGREEMENT
PROPERTY DESCRIPTION OF CSP DEVELOPMENT TRACT

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in Jasper County, South Carolina, shown and designated as Parcel 3"A", containing 38.84 acres, more or less, as shown on the plat prepared by Surveying Consultants, Inc., Justin R. Kesselring, SC PLS #29901, dated February 8, 2018. Said property more particularly described as follows:

Beginning at a point on the Northern side of U.S. Highway 278 at an iron rebar set having the following coordinates: N:171589.95 E:1992462.71, thence running S79°09'06"W for a distance of 1318.21 feet to an iron rebar set, thence turning and running N11°04'34"W for a distance of 150.83 feet to a concrete marker found, thence turning and running S 78°55'26"W for a distance of 99.55 feet to a concrete marker found, thence turning and running S11°04'34"E for a distance of 150.43 feet to an iron rebar set, thence turning and running S79°09'06"W for a distance of 1262.84 feet to an iron rebar set, thence turning and running N00°25'26"E for a distance of 1188.30 feet to a concrete marker found having the following coordinates: N:172273.69 E:198983.80 thence turning and running S57°38'33" E for a distance of 456.78 feet to a concrete marker found, thence running S79°13'35"E for a distance of 366.75 feet to a concrete marker found, thence turning and running N78°17'02"E for a distance of 150.71 feet to an iron rebar set, thence turning and running N23°32'02:E for a distance of 261.70 feet to a concrete marker found, thence turning and running S68°51'52"E for a distance of 1036.18 feet to a concrete marker found, thence S82°14'06"E for a distance of 462.11 to a concrete marker found, thence turning and running S44°27'37"E for a distance of 287.48 feet to the point of Beginning.

This being a portion of the property conveyed to the within Grantors by deeds of Paul H. Anderson and J. R. Youmans, Jr. as Trustees under the Will of J. A. Coleman by Trustees' Division Deed dated July 3, 1987, recorded in the Jasper County records in Book 91 at Page 1612 and by Trustees' Corrective Division Deed dated December 21, 1987, recorded in Book 92 at Page 1015, re-recorded in Book 315 at Page 105 in said Jasper County records.



1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF MISSISSIPPI.

2. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

3. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS PROPERTY.

4. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS PROPERTY.

5. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS PROPERTY.

6. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS PROPERTY.

7. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS PROPERTY.

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF MISSISSIPPI.

2. THE SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS, AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.

3. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS PROPERTY.

4. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS PROPERTY.

5. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS PROPERTY.

6. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS PROPERTY.

7. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF REVENUE AND HAS FOUND NO RECORDS OF ANY OTHER SURVEYS OF THIS PROPERTY.

NO.	DESCRIPTION	DATE
1
2
3
4
5

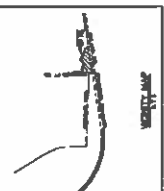


EXHIBIT F
BOUNDARY SURVEY
CSP DEVELOPMENT PROPERTY

BOUNDARY SURVEY OF
 PARCEL 37A, 20.04 ACRES
 U.S. HIGHWAY 278-INDEPENDENCE BLVD.
 A PORTION OF
 THE COLEMAN ESTATE
 STATE OF MISSISSIPPI, DEPARTMENT OF REVENUE, MAP NO. 100
 SURVEYING CONSULTANTS
 PREPARED FOR: PAUL H. ANDREWS, JR. AND DALE A. WILLIAMS
 AS TRUSTEES, M.D. COLLEGE OF LAW, MARION C. ANDREWS
 TRUST, 1000 N. GULF BLVD., SUITE 100, MEMPHIS, TN 38103



PREPARED FOR: PAUL H. ANDREWS, JR. AND DALE A. WILLIAMS
 AS TRUSTEES, M.D. COLLEGE OF LAW, MARION C. ANDREWS
 TRUST, 1000 N. GULF BLVD., SUITE 100, MEMPHIS, TN 38103

EXHIBIT B-1
TO DEVELOPMENT AGREEMENT
PLANNED DEVELOPMENT DISTRICT

The Planned Development District approval for CSP Development (the Property hereunder), as adopted in Ordinance O-2022-16 by the Jasper County Council on June 27, 2022, is hereby incorporated herein by reference, to include all drawings, plans, narratives and documentation submitted therewith, as fully as if attached hereto. The parties hereto may elect to physically attach said documents hereto, or may rely upon the above stated incorporation by reference, at their discretion.

EXHIBIT B-2
TO DEVELOPMENT AGREEMENT
CONCEPTUAL MASTER PLAN

EXHIBIT B CONCEPTUAL MASTER PLAN



Site Analysis
 Site Area: 25.44 acres
 Wetlands: 1.73 acres
 Gum Forest: 0.59 acres
 Proposed Density: 265 Units

Reference Information
 Project 3-06
 Plan Book 18, Page 146
 The Project, I.D. 001-00-00-000

U.S. Highway 278 - Independence Boulevard
 Right-of-Way Verbis



**CAP DEVELOPMENT - SINGLE FAMILY
 CONCEPTUAL MASTER PLAN**
 Project 3-06
 Plan Book 18, Page 146

COMMUNITY

Applicant: Conduit Street Partners, LLC
 10000 WOODBURN AVENUE
 SUITE 100
 WOODBRIDGE, VA 22191
 TEL: 703.766.1000
 FAX: 703.766.1001
 WWW.WOODPARTNERS.COM

EXHIBIT C
TO DEVELOPMENT AGREEMENT
ZONING REGULATIONS

1. The Jasper County Zoning Ordinance, being codified with Municode© and current on Municode© through Supplement No. 3 as of June 21, 2021 as amended through the Effective Date of this Agreement
2. The Planned District Development (PDD) Conceptual Master Plan dated January 27, 2022 and adopted by Jasper County by Ordinance Number O-2022-16.

EXHIBIT D

TO DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

Development of the Property is expected to occur over the five (5) year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner as the development evolves over the term.

<u>Type of Development</u>	<u>Year(s) of Commencement / Completion</u>
Rental and/or For Sale Residential Single Family	2024 commencement, expected buildout 2027

As stated in the Development Agreement, Article VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

FOURTH EXHIBIT TO ORDINANCE

EXHIBIT B-2

Updated Development Agreement (REDLINED)

[attached]

EXHIBIT B-2

"REDLINE"

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER) DEVELOPMENT AGREEMENT
)
) CSP DEVELOPMENT TRACT

This Development Agreement ("Agreement") is made and entered this _____ day of _____, 2022 (the "Effective Date"), by and between Conduit Street Partners, LLC (a Maryland Limited Liability Company) ("Owner") and the governmental authority of the Jasper County, South Carolina ("County").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

WHEREAS, the Act recognizes that the lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and,

WHEREAS, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

WHEREAS, the Act further authorizes local governments, including County governments, to enter Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, Owner is the contract purchaser of approximately 38.84 acres, generally to be known as CSP Development, and being more particularly described in Exhibit A and proposes to develop, or cause to be developed, therein Residential uses, to include the potential of any alternative allowed uses, including accessory and complimentary uses as described in the Planned Development District Standards adopted contemporaneously herewith by separate County Ordinance No. O-2022-16; and,

WHEREAS, the County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

WHEREAS, the County finds that the program of development proposed by Owner for this Property is consistent with the County's comprehensive land use plan; and will further the health, safety, welfare and economic well-being of the County and its residents; and,

WHEREAS, the program for development of the Property presents an opportunity for the County to secure quality planning and growth to protect the environment and strengthen and revitalized the tax base; and,

WHEREAS, this Development Agreement is being made and entered between Owner and the County, under the terms of the Act, for the purpose of providing assurances to Owner that it may proceed with its development plan under the terms hereof, as hereinafter defined, consistent with Jasper County Zoning Ordinance and the Planned Development District Standards for the CSP Development (as herein defined) without encountering future changes in law which would affect the ability to develop under the Jasper County Zoning Ordinance and the Planned Development District Standards for the CSP Development Tract, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the County, and for the purpose of providing certain funding and funding sources to assist the County in meeting the service and infrastructure needs associated with the

development authorized hereunder;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and Owner by entering into this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

I. **INCORPORATION.**

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth in Section 6-31-10(B) of the Act.

II. **DEFINITIONS.**

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

"Adjustment Factor" shall mean the greater of three percent 3% per annum or the annual inflation factor supplied to local governments by the SC Department of Revenue and Fiscal Affairs for use by local governments in determining allowable millage increases, such adjustment to be applied on July 1st of each year with the first adjustment being applied July 1, 2023.

"Agreement" shall mean this Development Agreement as amended by the County and Developer in writing from time to time.

"Association" shall mean one (1) or more property owners' associations established to maintain portions of the Property, if such is ever formulated, which is not expected ~~if the~~ for that portion(s) of the Property that is developed as rental units which are under single ownership, as contemplated under the PDD.

“BJWSA” shall mean the Beaufort/Jasper Water and Sewer Authority, its successors or assigns.

“Civic Fund” shall mean the segregated interest bearing Escrow Account into which all Development Fees for Police, EMS and Fire are contributed pursuant to Section XI herein.

“Conceptual Master Plan” shall mean the Conceptual Master Plan adopted as part of the Planned Development District Standards (“CSP PDD Standards”) by the County,.

“CSP PDD” means the Planned Development District for the CSP Development approved by the County by Ordinance Number 0-2022-16, concurrently with its approval of this Agreement

“CSP PDD Standards” means the development standards applicable to the CSP PDD, including the Conceptual Master Plan, as adopted by the County in connection with its approval of the CSP PDD, attached hereto or incorporated by reference as **Exhibit B.**

“Current Legal Owner” means Paul H. Anderson, Emily A Tillman, and John F. Anderson, who have contracted with Conduit Street Partners, LLC to sell the Property.

“County” shall mean Jasper County, South Carolina.

“DHEC” shall mean the South Carolina Department of Health and Environmental Control

“Developer” means 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.

“Development” means the development of portions of the Property as contemplated in the Zoning Regulations.

“Development Fees” or “Developer Fees” shall have the meaning set forth in Paragraph XI.

“Development Rights” means Development undertaken by the Owner or Developers in accordance with the Zoning Regulations and this Development Agreement

“OCRM” means the South Carolina Office of Ocean and Coastal Resource Management

“Owner” means 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.

“Park Fund” shall mean the segregated interest bearing Escrow Account into which all Development Fees for Parks are contributed pursuant to Section XI herein.

“CSP Development”, “CSP Tract” or “Property” means that certain tract of land described on **Exhibit A**, as may be amended with the Agreement of the County and Owner.

“Project” means the Development that will occur within and upon the CSP Tract.

“Roadway Fund” shall mean the segregated interest bearing account into which all Development Fees for Roads are contributed until utilized for public roadway improvements pursuant to Section XI herein.

“Term” means the duration of this agreement as set forth in Section III hereof.

“Zoning Ordinance” means the Jasper County Zoning Ordinance adopted November 13, 2007, as amended through the Effective Date hereof, and attached hereto as **Exhibit C** and incorporated herein by reference.

“Zoning Regulations” means the CSP PDD establishing a Planned Development District for the Property, and all the attachments thereto, including but not being limited to the PDD Conceptual Master Plan, all narratives, applications, and site development standards thereof (a copy of all of which is attached hereto marked **Exhibit B** and/or incorporated herein by reference), all as same may be hereafter amended by mutual agreement of the County and the Owner, this Development Agreement, and the Jasper County Development Ordinance(s) being codified with Municode© and current on Municode© through Supplement No. 3 as of June 21, 2021 as amended through the Effective Date of this Agreement, except as the provisions thereof may be

clarified or modified by the terms of the CSP PDD and this Agreement, and all other applicable statutes, ordinances and regulations governing uses and development of the Property.

III. TERM.

The term of this Agreement commenced on the date this Agreement was executed by the County and Owner and terminates Five (5) years thereafter ("Termination Date"). This is the maximum initial term permitted by law for the Property. Nothing in this Agreement shall be interpreted to preclude the Parties from extending the Termination Date by mutual agreement or from entering into subsequent development agreements.

IV. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Zoning Regulations and this Agreement. All costs charged by or to the County for reviews required by the Jasper County Zoning and Development Ordinance(s) shall be paid by the Owner or Developer or other party applying for such review as generally charged throughout the County for plan review. The County shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement.

V. CHANGES TO ZONING REGULATIONS.

The Zoning Regulations relating to the Property subject to this Agreement shall not be amended or modified during the Term, without the express written consent of the Owner except in accordance with the procedures and provisions of Section 6-31-80(B) of the Act, which Owner shall have the right to challenge. Owner does, for itself and its successors and assigns, including Developers and notwithstanding the Zoning Regulations, agrees to be bound by the following:

1. The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage and square footage of structure, as applicable, subject to the transfer. Developers

transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to file with the County an acknowledgment of this Agreement and a commitment to be bound by it.

2. The Owners and Developers, and their respective heirs, successors and assigns agree that all Development, with the exception of irrigation, incidental maintenance facilities, and similar amenities which exist from time to time, and facilities existing at the date of this Agreement will be served by potable water and public sewer prior to occupancy, except as otherwise provided herein for temporary use, temporary being defined as one year or less. Septic tanks and/or wells may be allowed with the permission of BJWSA where there is a specific finding that such use for specific portions of the Property will comply with the overall environmental standards.

VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as **Exhibit D**, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner / Developers in the future, shall not be considered a material amendment or breach of the Agreement.

VII. DENSITY.

The criteria as set forth in Section II of the CSP PDD Standards shall apply with respect to lot size, frontage, setbacks, impervious surface and height requirements, respectively, within the

Project. Residential density and types on the Property shall be the densities and types as set forth in the CSP Planned Unit Development approval, Conceptual Master Plan, and as set forth below:

1. Up to a maximum of 275 residential dwelling units may be constructed. The CSP PDD and the CSP Conceptual Master Plan depict the expected mix and general location of allowed residential units, however, so long as the total residential unit count does not exceed 275 units and the general concept of development as shown on the Conceptual Master Plan is followed, the Owner shall be allowed to alter location and product mix among all allowed uses under the PDD at the time of Master Plan submittal when more specific design are available, based upon ongoing project planning and market conditions.

2. Any such changes to exact location or product mix shall not be considered a material amendment hereto, or an amendment to the attached PDD or the Conceptual Master Plan, so long as the total allowed density is not exceeded and the use remains residential. Such minor changes will be approved at the staff review level.

VIII. RESTRICTED ACCESS

The Owner and/or each Developer shall have the right (but not the obligation) to create restricted access communities within the Property as long as such limited access does not adversely affect in any material respect adjacent traffic patterns located on public rights-of-way.

IX. EFFECT OF FUTURE LAWS.

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms of this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the County ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall not apply to the Property unless the procedures and provisions of §6-31-80 (B) of the Act are followed, which Owner shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental guidelines standards of general application.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, or any ad valorem tax of general application throughout the County, found by the County Council to be necessary to protect the health, safety and welfare of the citizens of the County.

X. INFRASTRUCTURE AND SERVICES

The County and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the County. For clarification, the parties make specific note of and acknowledge the following:

A. Private Roads. All roads within the Property shall be constructed by the Owner, Developer or other parties and maintained by such party(ies) and/or Association(s) or dedicated for maintenance to other appropriate entities. The County will not be responsible for the construction or maintenance of any private roads within the Property. The CSP Development project shall have private roads designed to the standards reasonably acceptable to the County Engineer. Road construction within SCDOT right of ways will be in accordance with SCDOT standards. Roadway section details shall be submitted for review at the time of development permit applications, as provided in the PDD.

B. Public Roads. All public roads outside the Property that serve the Property are under the jurisdiction of the State of South Carolina or other governmental entities regarding access, construction, improvements and maintenance. Owner acknowledges that it must comply with all applicable state statues and rules and regulations of the South Carolina Department of Transportation ("SCDOT") or its successor regarding access and use of such public roads. Future public roads may serve the Property. The County shall not be responsible for construction, improvements or maintenance of the public roads which now or hereafter serve the Property, unless it otherwise agrees in the future. Owner has engaged Bihl Engineering, LLC, of Charleston, SC, to prepare a traffic impact analysis which has been submitted to the SCDOT for review and comment. Subject to the approval of SDOT and any other the applicable jurisdictional authorities, the Property is proposed to be served by direct access to the existing Brickyard Road and U.S.

Highway 278. Developer shall be responsible for construction of property access improvements as recommended by SCDOT after review of the SCDOT required traffic study. Upon completion of construction of any such improvements within the SCDOT right of way, and acceptance by SCDOT, the SCDOT shall then maintain all roadway improvements within the public road right of way.

C. Potable Water. Potable water will be supplied to the Property by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property unless the County elects to provide such services with the agreement of the applicable utility authority then providing such service to the Property. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between Owner and the service provider.

D. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, unless the County elects to provide such service with the agreement of the applicable utility authority then providing such service to the Property. Nothing herein shall be construed as precluding the County from providing sewer services to its residents in accordance with applicable provisions of law. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider as provided in any utility agreement between Owner and the service provider.

E. Use of Effluent. Owner agrees that treated effluent will be disposed of only in such manner as may be approved by DHEC and the BJWSA.

F. Police Services. County shall provide police protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the County. Owner acknowledges the jurisdiction the Sheriff of Jasper County on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community. Should Owner desire an increased level of service above the normal County level of police service, Owner shall be responsible for either

providing such services through the use of private security forces or shall pay the County's direct and indirect costs for providing such increased level of service.

G. Fire Services. County shall provide fire protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the County. Owner acknowledges the jurisdiction of the County's fire department on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community.

H. Sanitation Services. County will not provide sanitation services to any properties with the Property. Should Owner desire such services, the Owner shall provide these directly to the Property by a private licensed private contractor.

I. Recreation Services. County shall provide recreation services to the Property on the same basis as it provides to other similarly situated residents and businesses in the County.

J. Library Services. Such services shall be provided to residents on the same basis as to all other citizens of the County.

K. Emergency Medical Services (EMS). Such services shall be provided to residents of the Property on the same basis as to all other citizens of the County.

L. Drainage System. All stormwater runoff, treatment and drainage system improvements within the Property will be designed in accordance with the Zoning Regulations and Best Management Practices then current. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by Owner or the Association, as applicable. The County will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property.

M. Storm Water Quality. Protection of the quality in nearby waters and wetlands is a primary goal of the County. The Owners shall be required to abide by all provisions of federal, state and local laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water. In addition to the water quality safeguards as committed to by Owner above, notwithstanding Section IX hereof, Owner

and any developer shall adhere to any and all future ordinances or regulations of the County (or portions thereof) governing detention, filtration, and treatment of storm water provided those ordinances and regulations apply county wide, and are consistent with sound engineering practices. Further provisions regarding Storm Water are included within the PDD for this Project.

XI. DEVELOPMENT FEES

1. To assist the County in meeting expenses resulting from ongoing development, Owner shall pay development fees for Road, Civic and Parks ("**Development Fees**") as follows:

2.

DEVELOPMENT FEES	AMOUNT
Residential Dwelling Units	\$1,745 Net Roads Fee. See Section 3. below. \$1,572.000 – Civic (Police, EMS and Fire) <u>\$1,683.00 – Park</u>
TOTAL FEE PER RESIDENTIAL DWELLING UNIT	\$5,000.00

3. Net Roads Fee. The Net Roads Fee is calculated as the proposed Jasper County gross Road Fee of \$5,000 per unit, less an estimated per unit "public road improvement credit" in the amount of \$3,755. The "road improvement credit" represents a \$1,000,000 estimate of costs of all external, off-site road improvements that will be borne by Owner at its sole cost and expense in connection with the development of the project, including but not necessarily limited to the construction of Highway 278 and Brickyard Road external roadway improvements, divided by the estimated number of residential units that will be constructed within the CSP PDD (265 units). The Net Road Fee is not intended to compensate the County for the construction of any private road improvements within the CSP PDD, since all private roads within the CSP PDD are to be constructed and maintained by Owner at Owner's sole cost and expense. Accordingly, no Development Fees for on-site, internal roads shall be collected.

4. All Development Fees for building permits issued to Owner shall be collected at the time of issuance of an occupancy permit instead of at issuance of the building permit. All Development Fees shall be placed in separate interest bearing accounts established for Roads, Civic and Parks. The County may expend these funds for any purposes designed to provide or enhance such services.

5. Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). The Property shall be exempt from any requirement to pay County Impact Fees under any ordinance subsequently passed and enacted by the County, for the first five (5) years of the Term of this Agreement as it may be extended by mutual agreement between the Owner and County. In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Developer Fees paid by the Developer under Article XI (1), (2) and (3) shall be credited against the Impact Fees to the extent the Development Fees are for items included in the capital program incorporated in the formulation of the Impact Fees, or for the traffic improvements on Highway 278 and Brickyard Road as recommended by the SCDOT as itemized above.. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspection (no other capital improvement related impact, development or other extractions)

6. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, its successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the County, provided however, if an entity other than the County is permitted by the County to impose fees or obligations similar in nature to those contemplated by this Agreement, the Owner shall be entitled to either an offset against the Development Fees of this Agreement the in the entire amount of such fees or obligations which are collected or an entire credit against the other fees allowed to be collected. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property and that County shall not permit any other governmental authority to impose fees or obligations of a similar nature to that which are contemplated by this Agreement without providing

for a credit against the other fees for the fees due under this Agreement; provided, however, the provisions of this paragraph shall not preclude the County or another governmental authority from imposing a fee of a nature which is for services or improvements other than those contemplated under this Agreement - (i.e., roads, fire/public safety), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.

7. The fees set forth above in Article XI are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee shall be imposed in connection with the Property, except as may be allowed pursuant to Article X and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Civic, Park and Road Development Fees are subject to an annual inflation factor equal to inflation factor as provided by the State of South Carolina to each local government for the calculation of tax millage increases.

8. Any Development Fees paid and/or credits for Development Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by the Owner and/or Developer owning such credits and all such credits, shall remain valid until utilized. The County shall recognize all such written assignments of such rights and shall credit same against any Development Fees which are owned pursuant to this Agreement.

9. Development Fees for on-site, internal roads shall not be collected. All internal roads shall be constructed and maintained by Owner at Owner's sole cost and expense.

10. All Net Road Fees shall be utilized in the discretion of the County, for traffic and highway improvements as contained in the capital improvement program to be funded by the proposed County impact fees, or other traffic and highway improvements to Highway 278 or Argent Boulevard.

11. Owner agrees to pay the reasonable costs and expenses of the County's consultants and professionals incurred in negotiating, processing and evaluating this Agreement and the accompanying PDD. County will provide sufficient documentation of these charges. Owner

shall pay such fees within 60 days of the delivery of the invoice(s).

XII. PERMITTING PROCEDURES:

1. The County agrees to allow the Developer the ability to permit and construct model homes without utilities (i.e., "dry models") and to relocate the models as necessary within the CSP Tract.

2. The County agrees that the Owner and/or any Developer is not required to phase development but shall have the right to do so.

3. The County agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with County regulations as modified by the CSP PDD Standards for this Project. Plans will be processed in accordance with the then current County PDD Plan and development plan procedural requirements. Developer may submit these items for concurrent review with the County and other governmental authorities. County may give final approval to any submission but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

4. Signage for the Project is governed by the provisions of the PDD for this Project.

5. The County acknowledges that the Developer has the initial right of architectural review regarding improvements and building upon the property subject to normal review by the County Planning Commission. Developer shall be responsible for assuring such modifications are in compliance the Zoning Regulations.

6. The County agrees to allow plat recording with a financial security instrument acceptable to the County prior to completion of infrastructure development and to issue building permits prior to completion of such bonded infrastructure in accordance with the Zoning Regulations as modified by the PDD Standards for this Property. However, rental or sale and occupancy of completed residential dwellings shall not be allowed until infrastructure for a particular phase of the Project is completed and public utilities are accepted for service by the appropriate agency.

7. The County agrees the Property shall be governed by County Zoning

Regulations as in effect at the time of execution of this Agreement. If future codes are more desirable to Property, then Developer may request the County to have such regulations become applicable to any portion of the Project that Owner designates.

8. The County agrees that the Property is approved and fully vested for intensity, density, development fees, uses and height, and shall not have any obligations for on or off-site transportation or other facilities or improvements other than as provided in this Agreement, but must adhere to the then current requirements of the CSP PDD Standards, including, but not limited to the Conceptual Master Plan, and subdivision plat and development plan procedural guidelines. The County may not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner shall have the right to challenge.

9. Roadways (public or private) may utilize swale drainage systems and are not required to have raised curb and gutter systems, provided that pedestrian and non-vehicular pathways or sidewalks are provided in residential areas and to provide interconnectivity between interior subdivisions, commercial or institutional areas and public gathering areas. Public Road Improvements are subject to the drainage requirements of the public agency having jurisdiction and/or ownership. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet BMP standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of proposed construction of such Roadway based upon engineering and planning standards consistent with the CSP PDD Standards prepared by Developer, subject to the approval of the County Planning Administrator.

10. All plan review fees shall be consistent with the fees charged generally in the County.

XIII. DEVELOPER ENTITLEMENTS

County acknowledges that Developer is vested with the following items:

1. The County will, to the extent available, promote public transportation which exists within the County to service the Property.

2. Intentionally Deleted

3. All drainage systems constructed within the CSP Development shall be

owned and maintained by the Owner, its assigns, or one (1) or more Association(s) which may be established for various portions of the Property and the County shall have no responsibility for the construction, operation or maintenance of such systems. Such systems shall be constructed in compliance with any applicable federal, state or local requirements, utilizing the then current Best Management Practices requirements.

4. On-site burning will be permitted within the Property upon obtaining any applicable federal state or local permits.

5. The County agrees to cooperate with the Owner and each Developer with county, state and federal roadway permitting in connection with the Development of portions of the Property.

6. County services, including, but not limited to, police, fire, sanitation, recreational parks and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within the County, subject to the limitations (if any) of Section X above. Subject to the limitations of Section X above (if any), should the Owner require enhanced services beyond that which is routinely provided within the County, then the County agrees that upon the written request of Owner, it shall negotiate in good faith with the Owner to provide such enhanced services to the Property. Any enhanced services shall be at the sole cost, if any, of the Owner.

XIV. COMPLIANCE REVIEWS.

As long as Owner owns any of the Property, Owner or its designee, shall meet with the County, or its designee, at least once, per year, during the Term to review Development completed by Owner in the prior year and the Development anticipated to be commenced or completed by Owner in the ensuing year. The Owner, or its designee, shall provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, and Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The Owner, or its designee, shall be required to compile this information within a reasonable time after written request by the County.

XV. DEFAULTS.

The failure of the Owner, Developer or the County to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies that are deemed appropriate, including specific performance; provided however no termination of this Agreement may be declared by the County absent its according the Owner and any relevant Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement.

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

A default of the Owner shall not constitute a default by Developers, and default by Developers shall not constitute a default by the Owner. Notwithstanding the foregoing, the failure of the Owner to reasonably pursue the required permitting/approvals for and completion of required traffic mitigation measures shall be grounds for the cessation of the issuance of development permits for future sites; provided, however, that should the County Administrator determine that there is a default by the Owner, he shall immediately notify the Owner in writing by certified mail, return receipt requested, and allow the Owner fifteen (15) days to respond with an explanation of why Owner is not in default or a plan for remedying the default. In the event the Owner presents a plan of remediation for approval by the County Administrator, whose approval shall not be unreasonably withheld, the parties shall agree to a commercially reasonable time to complete the remediation plan, and during such time no negative action shall be taken against the Owner or Developers. Failure to submit such a response or failure to subsequently pursue a plan of remediation may result in a moratorium on future development permits, a stop work order, and any other consequences reasonably determined by the County Administrator. The parties acknowledge that owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement, unless the Property remains under unified ownership or unless such owners of completed buildings have been assigned any rights under this Agreement. In such case, the owners of completed buildings shall also be obligated for obligations set forth in this Agreement.

XVI. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the County and the Owner; such written agreement may be by resolution or ordinance at the County's sole discretion. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the County and the Owner of said portion of the Property. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify,

discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

The Conceptual; Master Plan is not intended to be rigid, nor to identify exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set forth herein and the general concept of environmentally sensitive residential developments suggested by the Conceptual Master Plan is followed and respected, however, reductions in buffers and setbacks in relation to external properties and roadways are major modifications. Such minor variations are eligible to be approved at staff level in accordance with the Zoning Regulations.

XVII. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by, i) immediately upon delivery if by personal delivery or by independent courier service or by facsimile or, ii) if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified or, iii) the day of transmission by electronic mail transmission, if receipt is confirmed or a mailing is made the day of transmission by United State Mail, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be given at the following addresses:

To Jasper County:

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

With Copy To: County Attorney
Jasper County
358 Third Avenue
Courthouse Square
Post Office Box 1149
Ridgeland, South Carolina 29936
Email: dtedder@jaspercountysc.gov

And to the Owner at: Conduit Street Partners, LLC
Peter Zadoretzky, Co-Managing Member
59 Franklin Street
Annapolis, Maryland 21401
Email: pzadoretzky@oapartners.com

With Copy To: Bouhan Falligant LLP
John D. Northup, III
One West Park Avenue
Savannah, Georgia 31401
Email: jdnorthup@bouhan.com

XVIII. ENFORCEMENT.

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement.

XIX. GENERAL.

A. **Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developer(s) and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this

Agreement. In addition, the Owner, Developers and the County each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Notwithstanding the foregoing, any adoption by the County of an ordinance assessing Impacts Fees or their equivalent shall be governed by Article XII hereof.

B. Estoppel Certificate. The County, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

(1) that this Agreement is in full force and effect,

(2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments,

(3) whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

(4) whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings among the County and the Owner relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the County, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

E. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of public facilities and compatibility between developed and undeveloped lands and their uses.

G. **Assignment.** Subject to the notification provisions hereof, Owner may assign its rights and responsibilities hereunder to a subsidiary or sister company.

H. **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

I. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

J. **Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

K. **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

L. **No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by the County, the Owner and Developers. No other persons shall have any rights hereunder.

M. **Contingencies.** This Agreement is contingent on acquisition of the Property, the approval of the Board of Directors of Owner and the County Council of the Jasper County, South Carolina. Notwithstanding the above, Owner agrees to remain responsible for the payment of the processing fees incurred by the County in reviewing and approving the Planned

Development District application and Development Agreement as set forth in Article XI (11) above.

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

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

XX. SUCCESSORS AND ASSIGNS.

A. Binding Effect. This Agreement shall be binding on the successors and assigns of the Owner in the ownership or Development of any portion of the Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Property shall be solely responsible for performance of obligations hereunder as to the portion or portions of the Property so transferred. Developers or other assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to perform the obligations in this Agreement, said document to be in recordable form and provided to the County at the time of the recording of any deed transferring a development tract. Following delivery of such documents, the previous Owner shall be released of any further liability or obligation with respect to the obligations.

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

1. Transfer of Facilities and Service Obligations. Simultaneous with the Owner conveying any portion of the Property to a third party, the Owner shall be required to obtain a written agreement in substantially the same form as **Exhibit F**, attached hereto and incorporated herein by reference, expressly assuming the obligations with regard to the parcel conveyed and the potential Development of same. The Owner shall notify the County within thirty (30) days after the conveyance of the property, provide the County with the applicable documents assigning the

development obligations to the transferee and record the same in the office of the Jasper County Register of Deeds.

2. **Assignment of Development Rights.** Any and all conveyances of any portion of the Property subject to the intensities/square footage set forth in Article VII herein to third party developers shall, by written agreement in substantially the same form as **Exhibit E**, assign a precise number of residential units and/or commercial/office square footage along with the permitted land uses that may be constructed on the subject property being conveyed. The Owner shall notify the County within thirty (30) days of the conveyance of the property, provide the County with the applicable documents assigning the development rights to the transferee and record the same in the Office of the Jasper County Register of Deeds.

3. **Mortgage Lenders.** Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Property to any such mortgage lender or subsequent purchaser. Notwithstanding the foregoing, the obligations and restrictions arising under this Development Agreement run with the land, and a foreclosure or subsequent transfer does not extinguish the obligations and restrictions, arising hereunder, and such shall survive the foreclosure or subsequent transfer. It is the intention of this subsection to merely forego the prerequisite notice of transfer documentation contained in subsections 1 and 2 immediately above.

C. **Release of Property Owner.** In the event of conveyance of all or a portion of the Property and compliance with the conditions set forth herein, and specifically subsections XX(B) (1) and (2), Conduit Street Partners, LLC shall be released from all obligations as to the portion of Property so transferred, and the transferee shall be substituted as the Owner under the Agreement as to the portion of the Property so transferred.

XXI. STATEMENT OF REQUIRED PROVISIONS

A. **Specific Statements.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in **Exhibit A** attached hereto. The present legal Owners of the Property are Paul H. Anderson, Emily A. Tillman and John F. Anderson. Conduit Street Partners, LLC have an equitable interest in the Property by virtue of a purchase agreement with the present legal Owners.
2. **Duration of Agreement.** The duration of this Agreement shall be as provided in Article III.
3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development related standards, are contained in Zoning Regulations, as supplemented by this Agreement. Based on prior experience with the type of Development contemplated by the Zoning Regulations, it is estimated that the average size household of the Project will be 2.5 persons. Based on maximum density build out, the population density of the Project is anticipated to be approximately 690 to 700 persons.
4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All requirements relating to land transfers for public facilities, if any, are set forth above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.
6. **Local Development Permits.** The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina(OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.
7. **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the County, which include a Planned Development District for the Property.
8. **Terms for Public Health, Safety and Welfare.** The County Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.
9. **Historical Structures.** Any cultural, historical structure or sites will be addressed through applicable federal and state regulations the permitting

process at the time of development, as required by applicable state regulations.
No such structures or sites are known to exist.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

SIGNATURES AND ACKNOWLEDGMENTS BEGIN ON THE FOLLOWING PAGE

WITNESSES:

CONDUIT STREET PARTNERS, LLC

By: _____
Peter Zadoretzky

Its: Co-Manager

STATE OF

)

COUNTY OF

)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this _____ day of _____, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared the duly authorized official of Conduit Street Partners, LLC., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for Maryland
My Commission Expires: ____

WITNESSES:

JASPER COUNTY, SOUTH CAROLINA

By: _____

Barbara B. Clark

Its: _____

STATE OF SOUTH CAROLINA.

)

ACKNOWLEDGMENT

)

COUNTY OF JASPER

)

I HEREBY CERTIFY, that on this ____ day of _____, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Barbara B. Clark, Chair of Jasper County Council, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officials of the County of Jasper, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina

My Commission Expires: _____

EXHIBIT A
TO DEVELOPMENT AGREEMENT
PROPERTY DESCRIPTION OF CSP DEVELOPMENT TRACT

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in Jasper County, South Carolina, shown and designated as Parcel 3"A", containing 38.84 acres, more or less, as shown on the plat prepared by Surveying Consultants, Inc., Justin R. Kesselring, SC PLS #29901, dated February 8, 2018. Said property more particularly described as follows:

Beginning at a point on the Northern side of U.S. Highway 278 at an iron rebar set having the following coordinates: N:171589.95 E:1992462.71, thence running S79°09'06"W for a distance of 1318.21 feet to an iron rebar set, thence turning and running N11°04'34"W for a distance of 150.83 feet to a concrete marker found, thence turning and running S 78°55'26"W for a distance of 99.55 feet to a concrete marker found, thence turning and running S11°04'34"E for a distance of 150.43 feet to an iron rebar set, thence turning and running S79°09'06"W for a distance of 1262.84 feet to an iron rebar set, thence turning and running N00°25'26"E for a distance of 1188.30 feet to a concrete marker found having the following coordinates: N:172273.69 E:198983.80 thence turning and running S57°38'33" E for a distance of 456.78 feet to a concrete marker found, thence running S79°13'35"E for a distance of 366.75 feet to a concrete marker found, thence turning and running N78°17'02"E for a distance of 150.71 feet to an iron rebar set, thence turning and running N23°32'02"E for a distance of 261.70 feet to a concrete marker found, thence turning and running S68°51'52"E for a distance of 1036.18 feet to a concrete marker found, thence S82°14'06"E for a distance of 462.11 to a concrete marker found, thence turning and running S44°27'37"E for a distance of 287.48 feet to the point of Beginning.

This being a portion of the property conveyed to the within Grantors by deeds of Paul H. Anderson and J. R. Youmans, Jr. as Trustees under the Will of J. A. Coleman by Trustees' Division Deed dated July 3, 1987, recorded in the Jasper County records in Book 91 at Page 1612 and by Trustees' Corrective Division Deed dated December 21, 1987, recorded in Book 92 at Page 1015, re-recorded in Book 315 at Page 105 in said Jasper County records.

EXHIBIT B-1
TO DEVELOPMENT AGREEMENT
PLANNED DEVELOPMENT DISTRICT

The Planned Development District approval for CSP Development (the Property hereunder), as adopted in Ordinance O-2022-16 by the Jasper County Council on June 27, 2022, is hereby incorporated herein by reference, to include all drawings, plans, narratives and documentation submitted therewith, as fully as if attached hereto. The parties hereto may elect to physically attach said documents hereto, or may rely upon the above stated incorporation by reference, at their discretion.

EXHIBIT B-2
TO DEVELOPMENT AGREEMENT
CONCEPTUAL MASTER PLAN

EXHIBIT B CONCEPTUAL MASTER PLAN



Site Analysis
 Site Area: 25.24 acres
 Wetlands: 1.73 acres
 Open Forest: 0.59 acres
 Proposed Density: 265 units

Reference Information
 Parcel 3 7' x 4'
 Plat Book 58, Page 346
 Tax Parcel I.D. 061-00-02-030

U.S. Highway 278 - Independence Boulevard
 Right-of-Way Verifies

WOOD PARTNERS
 LANDSCAPE ARCHITECTURE
 10000 Woodbridge Lane, Suite 100
 Woodbridge, VA 22191
 Phone: 703.596.1100
 Fax: 703.596.1101
 www.woodpartners.com

CSP DEVELOPMENT - SMOULZMAN & COMPANY
 CONCEPTUAL MASTER PLAN
 10000 Woodbridge Lane, Suite 100
 Woodbridge, VA 22191
 Phone: 703.596.1100
 Fax: 703.596.1101
 www.cspdevelopment.com

Applicant: Conduit Street Partners, LLC
 Project: 10000 Woodbridge Lane, Suite 100
 Woodbridge, VA 22191
 Date: 08/15/2011

EXHIBIT C
TO DEVELOPMENT AGREEMENT
ZONING REGULATIONS

1. The Jasper County Zoning Ordinance, being codified with Municode© and current on Municode© through Supplement No. 3 as of June 21, 2021 as amended through the Effective Date of this Agreement
2. The Planned District Development (PDD) Conceptual Master Plan dated January 27, 2022 and adopted by Jasper County by Ordinance Number O-2022-16.

EXHIBIT D

TO DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

Development of the Property is expected to occur over the five (5) year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner as the development evolves over the term.

<u>Type of Development</u>	<u>Year(s) of Commencement / Completion</u>
<u>Rental and/or For Sale</u> Residential Single Family	2023-2024 commencement, expected buildout 2027

As stated in the Development Agreement, Article VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.



AGENDA

ITEM # 18

Public Comments

AGENDA

ITEM # 19

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 July 15, 2024

1. Future Workshops for the County Council:

Now that a majority of the heavy lifting has been completed for the Euhaw Broad River Planning Area moratorium effort, the new Equal Opportunity Employment Plan has been adopted, and general consensus on the terms and projects for the 2024 Transportation Sales Tax effort has been reached, staff is ready to move forward with these major projects:

- Update of the County's Capital Improvements and Investment Plan
 - Review projects
 - Set Priorities
 - Develop financing
- New Personnel Policy/Employee Handbook
 - Review with staff and outside counsel
 - Incorporate final edits
 - Adopt as soon as practicable
- Special Area Plan for the Levy Community

We will be reaching out to you shortly to schedule workshops to discuss these projects.

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

tlwilliams@jaspercountysc.gov

Progress Report June 4, 2024 – July 15, 2024

1. Ridgeland-Claude Dean Airport:

Several telephone calls and emails re: Runway Length Justification Study. Attended Jasper County Airport Commission meeting on June 12. Participated in conference call with Mr. Lucas and SC Dept. of Commerce (SCDOC) officials on June 24. Reviewed and ranked fuel truck proposals. Scheduled to attend meeting on July 10 re: Runway Length Justification Study.

2. Animal Shelter:

Reviewed several emails received re: transition of board and staff at Jasper Animal Rescue Mission (JARM). Met with President of JARM and Ms. Burgess to review financial aspects of lease agreement on June 27. Toured facility on June 29.

3. 2024 Transportation Sales Tax:

Attended a virtual meeting on June 4 with The Trust for Public Land (TPL) staff re: survey results. Organized and attended a meeting with Mayor Williams and Mr. Averkin on June 18. Attended meeting with Mayor Williams and Ms. Hanrahan of the TPL on June 24. Attended called meeting of the County Council on June 24. Telephone calls and email with bond counsel re: the ordinance. Organized and attended workshop on July 2. Revised ordinance to be presented for public hearing and consideration of second reading at the July 15 County Council meeting.

4. Development Projects:

Met with SCA staff, outside counsel, and the County Attorney on June 5, 12, 26 and July 3 to review active economic development projects. Scheduled to meet again on July 10.

5. Annual Fee-in-lieu of Taxes (FILOT) Review Meeting:
Attended meeting on June 5 with Auditor, Treasurer, Administrative Services Director, Assessor, SC Dept. of Revenue (SCDOR) representative, and Parker Poe Consulting staff. Reviewed status of existing and new FILOT agreements.

6. Moratorium:
Attended meeting with Ms. Wagner, Ms. Grabowski, and Mr. Tedder on June 4 to review status of zoning ordinance and comprehensive plan update. Attended Planning Commission workshop on June 25. To be discussed at the July 15 County Council meeting.

7. Exit 3:
Attended several "Lead Group" meetings with SCDOT staff, developer, and City staff. Attended meetings with the same group and SC Infrastructure Bank Chairman and staff in Columbia on June 11. Virtual meetings, emails, and telephone conversations with County Attorney and outside counsel re: new ordinance. New ordinance to be presented to County Council for consideration of first reading on July 15.

8. Treasurer Lawsuit:
Numerous phone calls, emails, and meetings to prepare return. Met with Clerk of Court, Probate Judge, Sheriff, and Chief Magistrate on June 6. Prepared responses to press. Attended special called County Council meeting on June 14.

9. Other Meetings/Events Attended or Scheduled to Attend:
Forfeited Land Commission meeting on June 6, joint meeting with the County Council and the Town of Ridgeland on June 17, and a speaking engagement with the Hilton Head Area Realtors on June 28.



Vanessa's Favorites

Holiday: Christmas

Season: Fall

Color: Purple

Hobbies: Spending time with family, decorating and shopping.

Place Traveled: Milan, Italy

Dream Travel Destination:
Athens, Greece

If you won \$1,000,000, what would you do with it? Donate to charitable organizations and take my entire family on a trip abroad.

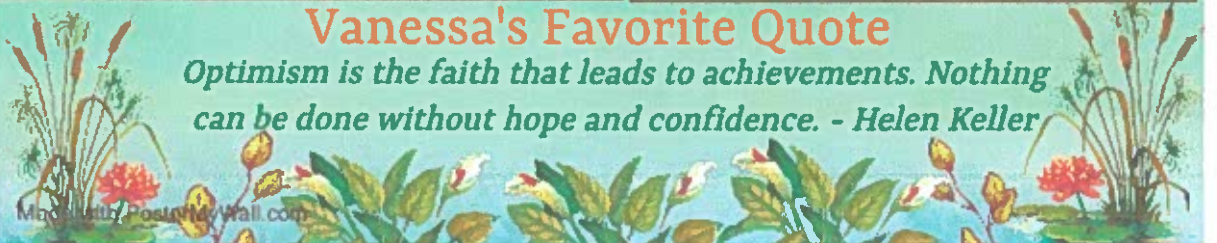


Vanessa has been with Jasper County since 2021.

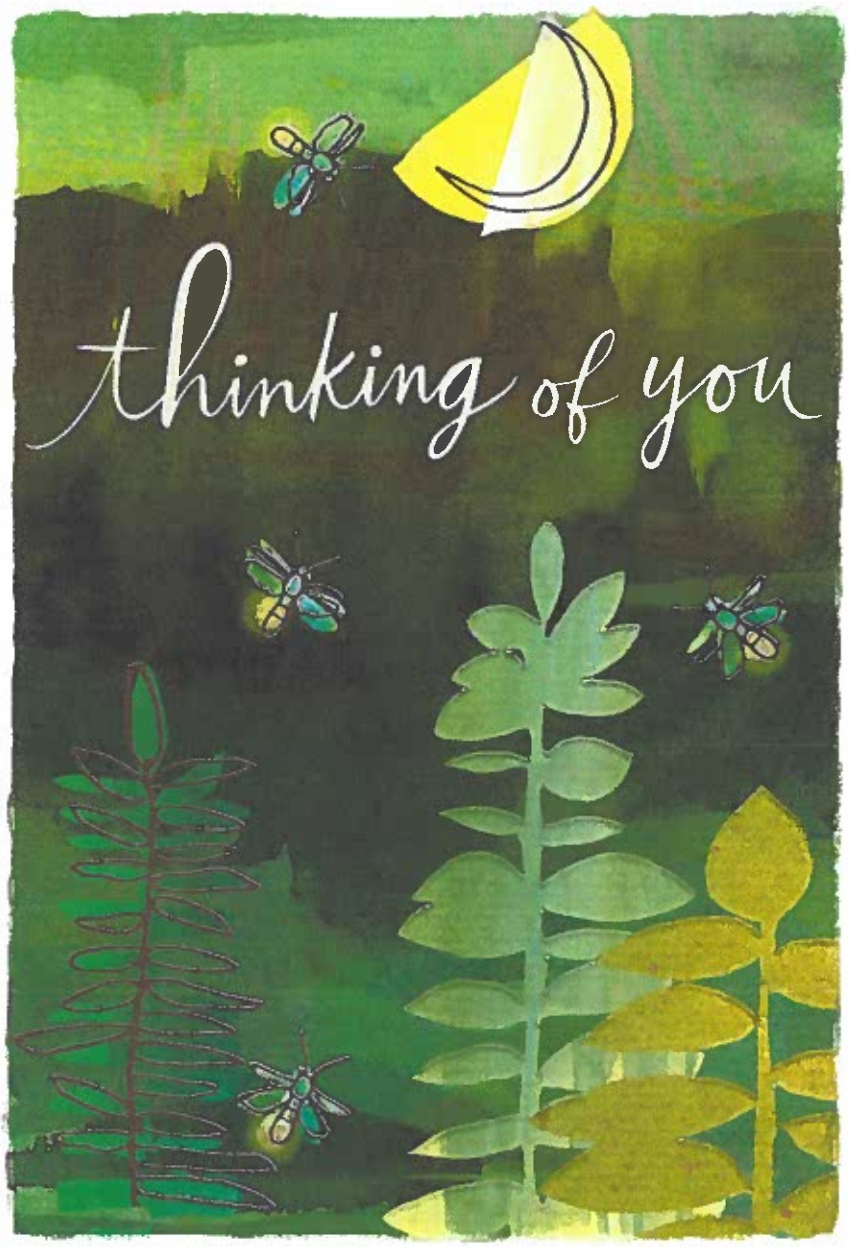
Mrs. Wright is our Registrar of Deeds. She is married with one son and has a Beagle mix named Molly.

Vanessa's Favorite Quote

Optimism is the faith that leads to achievements. Nothing can be done without hope and confidence. - Helen Keller



thinking of you



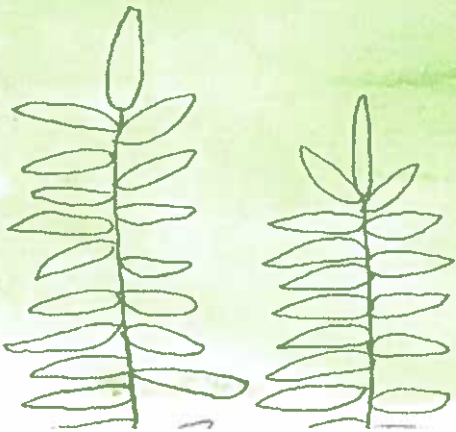


We want you to know
how sorry we are for your loss.

You're in our
thoughts and prayers.

Please accept our
deepest sympathies
for the loss of County
Councilman Barbade.

The City of Hurdell



FIREHOUSE

Proudly Serving America's Bravest

**Revolutionizing
Recruitment
with ChatGPT**

p.46



p.24

**43rd National
Run Survey**

SU

3 t



UNIT CITATIONS

ENGINE CO. 29, ENGINE CO. 52, SQUAD CO. 40, TRUCK CO. 12 AND TRUCK CO. 16, BALTIMORE CITY FIRE DEPT.

At 3:39 p.m. on Oct. 19, 2023, Baltimore City firefighters were dispatched to a dwelling fire on Linden Heights Avenue. Engine Co. 29 found smoke showing from Side A and fire on Side C of a two-story, ordinary construction, occupied dwelling. At 3:49, a mayday was declared by Engine Co. 29 Capt. Dillon Rinaldo (detailed from Engine Co. 46). The Rapid Intervention Team, Engine Co. 52, was deployed as a second mayday was declared. At that point, conditions on Side A deteriorated with a

large volume of fire issuing from the roof. Members of Engine Co. 29, Engine Co. 52, Squad Co. 40, Truck Co. 12 and Truck Co. 16 were exposed to paralyzing heat and zero visibility. Firefighter Rodney Pitts was killed in service. Firefighter Pitts was pronounced dead at the hospital and Rinaldo succumbed to his injuries five days later.

BATTALION 3, CHIEF 3, DISPATCH CENTER, FIRE MARSHALS 3 MEDIC 32, MEDIC 46, AND STATIONS 30, 45 AND 46 JASPER COUNTY, SC, FIRE-RESCUE

While Jasper County Fire-Rescue crews were en route to a mobile home fire just after 11 p.m. on Oct. 12, 2023, they were told that a paralyzed woman was unable to exit the residence. Dispatchers could hear her barely breathing. Medic 46 arrived, reporting a working fire, and Lt. Justin Blankenship found an off-duty Hilton Head Island, SC, Fire Rescue firefighter on Side D attempting to locate the woman in challenging conditions. Engine 46 was given the order to get a line in service. Under

intense heat and no visibility, Firefighter Blankenship was killed in service. The victim behind the doorway, Firefighter Blankenship was unable to close the door to move the door could be opened to remove the victim. Firefighter Blankenship began to drag her out. He passed out in service. He was transported to his battalion chief and another firefighter. Firefighter Blankenship as the bedroom and kitchen area flashed over. After on-scene care was provided, the victim was transported to the hospital, regaining consciousness in the ambulance.



COMMUNITY SERVICE

LIVE UP TO YOUR COMMUNITY SERVICE OBLIGATIONS

Andrew Fulghum

From: Jane Shanley <jane.shanley@htchargray.onmicrosoft.com>
Sent: Friday, June 28, 2024 4:09 PM
To: Jane Shanley
Cc: Shanley, Jane
Subject: Hargray is Rebranding...

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

Good afternoon,

We want to take a moment to inform you that Hargray Communications will be rebranding to Sparklight® beginning this summer.

Sparklight is part of the Cable One family of brands and a trusted provider that has served the majority of our communities for more than 30 years. Hargray Communications was purchased by Cable One, Inc. in 2021. Powered by a fiber-rich network, the company serves more than 1 million residential and business customers in 24 states. Cable One will remain our parent company.

Sparklight offers residential customers a wide array of connectivity and entertainment services, including high-speed internet and advanced WiFi solutions. Sparklight Business provides scalable, cost-effective solutions that enable businesses of all sizes to grow, compete and succeed.

The Sparklight name illustrates the speed, connectivity, and reliability our company is known for. With the majority of our associates living in the communities we serve, will continue to offer neighborly, personal service through 24/7 support and friendly faces in our local offices.

As your hometown internet provider, Sparklight is always working for you. Good people providing good internet is how we help our customers connect to each other, their communities and the world. Under the Sparklight brand, we will continue our focus on making the lives of our customers easier by providing value-added services, such as expanding customer self-service options through improved residential and business portals, access to business and residential customer mobile apps, and more.

Our associates are passionate about giving back to the cities and towns we call home through donations of both time and resources. We look forward to strengthening our connections with you and the community in the years to come.

Customers will be notified of our upcoming Sparklight rebrand in August, and will be receiving a number of communications through the end of the year to ensure a seamless transition. Frequently Asked Questions can be found online at [//hargray.com/sparklight](https://hargray.com/sparklight).

Should you have any questions, please feel free to reach out to me directly.

Sincerely,

Jane Shanley
Senior Director of Operations
1425 Ribaut Road
Port Royal, SC 29935

CONSENT

AGENDA

ITEMS # 20 thru 29

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-14

ORDINANCE OF JASPER COUNTY COUNCIL

An Ordinance authorizing the sale of a right of way easement over approximately 0.34 acres, 14,878 sq. ft., being a portion of TMS 042-00-05-040 adjacent to the Interstate Highway I-95, to the South Carolina Department of Transportation in order to facilitate the widening, in exchange for the amount of \$20,900.00 in just compensation, and to authorize the Jasper County Administrator to execute such right of way easement and other documents as may be necessary and appropriate to effect the transfer to the South Carolina Department of Transportation, or its assigns, and matters related thereto.

WHEREAS, The South Carolina Department of Transportation (“SCDOT”) is in the process of widening Interstate 95 (“I-95”) through Jasper County from 4 lanes to six lanes; and

WHEREAS, in order to provide adequate area to perform the widening and its associated improvements, including storm drainage, SCDOT has determined that it is necessary to obtain for public use and purposes a right of way easement over a 0.34 acre, 14,878 sq. ft. portion of TMS 042-00-05-040, being part of a 51.24 acre parcel owned by Jasper County;

WHEREAS, SCDOT has performed an evaluation of the fair value of the property desired, and has made an offer of \$20,000.00 as just compensation; and

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

WHEREAS, Jasper County Council finds the terms of the SCDOT offer of compensation to be fair, equitable and in the best interests of the citizens of Jasper County;

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

1. Jasper County Council adopts the foregoing recitals as part of this Ordinance, and approves the sale of a right of way easement over the referenced County property consisting of 0.34 acres of land, as shown on the attached Exhibit “A”, for the sum of \$20,900.00;
2. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver on behalf of Jasper County an executed right of way easement, in substantially the same form as set forth in the attached Exhibit “B”, as well as a closing statements and such other documents as may be necessary or desirable to accomplish the creation of the right of way easement over the referenced property in favor of the South Carolina Department of Transportation.
3. This Ordinance shall take effect upon approval of the Council.

Done this _____ day of _____, 2024.

L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE #O-2024-14

First Reading: 04.01.2024

Second Reading: 06.03.2024

Public hearing: 06.03.2024

Adopted: 07.15.2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder Date: _____

THE STATE OF SOUTH CAROLINA

COUNTY OF JASPER

Road/Route Route I-95
 Project ID No. P040106
 Tract 2

**RIGHT OF WAY
 EASEMENT**

Approximate Survey Stations

_____ 64+00 To 73+00 Lt. _____
 Road S-422 (Medical Center Dr.) Survey
 _____ To _____
 _____ To _____

KNOW ALL MEN BY THESE PRESENTS, That I (or we) Jasper County, P.O. Box 1149, Ridgeland, South Carolina 29936 in consideration of the sum of Twenty Thousand Nine Hundred and No/100 (\$20,900.00) Dollars, to me (or us) in hand paid, and other valuable consideration at and before the sealing and delivering thereof, by the South Carolina Department of Transportation, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, give, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, an easement or right of way for the construction, improvement, operation and maintenance of a public road known as a State Highway from 1.07 Miles North of US-278 (Exit 8) to 0.57 Miles Southwest of Georgia State Line on Route I-95, State and County aforesaid, as shown on plans prepared by the South Carolina Department of Transportation, upon and across the land which I (or we) may own, in whole or in part, between the survey stations referenced above and as depicted and described on the above reference plans together with, all and singular, the rights, members, hereditaments, and appurtenances thereunto belonging, or in any way incident or appertaining. The grantor expressly recognizes the possibility that the property herein may be used in the future by public utility or others granted the statutory right to use the right of way.

SPECIAL PROVISIONS:

The above consideration is for all that parcel or strip of land, to establish a right of way, containing 0.34 acre (14,878 square feet), more or less, and all improvements, thereon, if any, owned by **Jasper County**, shown as the "Area of Right of Way" on Exhibit A, attached hereto and made a part hereof.

Tax Map No. 042-00-05-040

GRANTEE'S ADDRESS (Return Address): SCDOT, Director, Rights of Way, P. O. Box 191, Columbia, SC 29202-0191

Date Checked _____ By _____
 Project ID No. P040106 Route I-95 Tract 2

TO HAVE AND TO HOLD, all and singular, the said easement or right of way and the rights hereinabove granted, unto the said South Carolina Department of Transportation, its successors and assigns forever for a public road, highway, other public transportation purposes or other public uses as are permitted within and in conjunction with highway rights of way and the grantors hereby dedicated their respective interest in said strip of land to public use for such purposes.

It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my (or our) heirs, assigns or administrators within the limits of the right of way herein conveyed.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this _____ day of _____, in the year of our Lord, Two Thousand and **Twenty Four**.

Signed, sealed and delivered in the presence of:

Jasper County

1st Witness

By: Andrew P. Fulghum Grantor (L.S.)
Its: County Administrator

2nd Witness

Grantor (L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF SOUTH CAROLINA)

COUNTY OF JASPER)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Andrew P. Fulghum as its County Administrator on behalf of Jasper County.

Signature of Notary Public

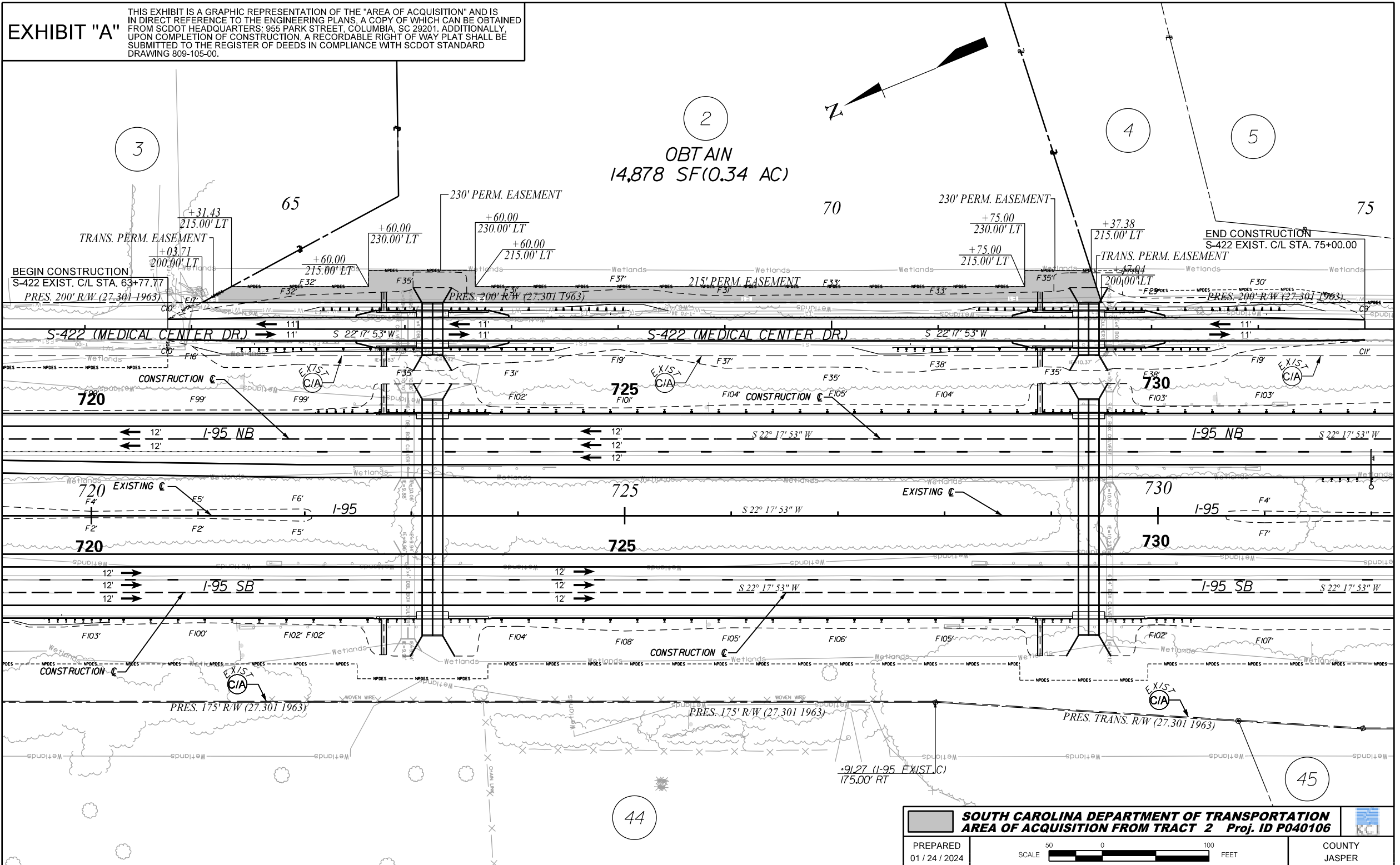
Printed Name of Notary Public

NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA

My Commission Expires: _____
(Affix seal if outside SC)

EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO THE ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS: 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.



<p>SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AREA OF ACQUISITION FROM TRACT 2 Proj. ID P040106</p>		
<p>PREPARED 01 / 24 / 2024</p>	<p>SCALE FEET</p>	<p>COUNTY JASPER</p>

RURAL INITIATIVE FUND
SOUTH CAROLINA DEPARTMENT OF COMMERCE
GRANT AWARD AGREEMENT

This Grant Agreement dated _____ is between the South Carolina Department of Commerce (SCDOC) and Jasper County (the Grantee). The acceptance of the Agreement creates a contract between the SCDOC and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the SCDOC.
- (c) Grant means the dollars committed by the SCDOC to the Grantee for the Project.
- (d) Grantee means the entity designated for the Grant and set forth above.
- (e) Project means the project identified and described in the Application.
- (f) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: The Project consists of a new fuel farm, design and construction of a new aviation terminal building, apron expansion, and associated capital equipment at the Ridgeland-Claude Dean Airport in Jasper County.

Section 3: AWARD AMOUNT: The SCDOC hereby commits an amount not to exceed \$2,500,000 to be used only for the Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs expressly set forth in the Application.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project, including change orders or cost increases, must be submitted in writing by the Grantee to the SCDOC as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by the SCDOC must receive prior approval from SCDOC then adjustments shall be appended to this Agreement as an amendment.

Section 5: PROJECT COMPLETION: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Project as described in the Project Description, including any approved amendments appended hereto. The Grantee must complete the Project no later than eighteen months from award date unless the grant is terminated prior to this date by SCDOC. Completion is defined as issuance by the

SCDOC of a notification in writing of the closure of the Grant. The SCDOC may grant extensions to this completion period requirement at its discretion.

Section 6: PAYMENT: The Grantee must submit to the SCDOC a reimbursement request for payment for work that is documented by the Grantee. Reimbursement requests will be made on the specified form and must be accompanied by copies of invoices and proof of payment. Upon approval of such request, payments will be submitted to the Finance Department of the SCDOC.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and proof of payment supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time. Payment requests should be submitted to SCDOC no more than once a month.

Section 7: GRANT SPECIAL CONDITIONS: Use of the Grant funds shall be subject to the following special conditions:

- a. **Notice to Proceed:** The Grantee must obtain from the SCDOC written notice to proceed prior to incurring costs against the Grant. Unless the Grantee has obtained written approval from the SCDOC to incur costs prior to award, any expenditure made prior to the date of the written notice to proceed is not eligible for payment with Grant funds.
- b. **Repayment of Grant Funds:** The Grantee shall be required to repay the entire amount of the Grant funds to the SCDOC under the following circumstances:
 - i. The Grantee fails to comply with all applicable policy and regulatory guidelines of the state government and the SCDOC governing the expenditure of Rural Initiative funds.
 - ii. The Grantee gives away, sells, leases or otherwise transfers the Project Site or encumbers title to the Project Site in any way without the prior approval of the SCDOC.
 - iii. The Project Site is used for a nonindustrial use.

Section 8: FUNDING OVERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of the SCDOC or the State to provide funds in excess of the grant award.

Section 9: ADMINISTRATIVE FEES PROHIBITED: All Grant funds must be used to offset eligible Project costs. Neither the Grantee nor any other party may retain a percentage of Grant funds as an administrative or other fee in connection with the Grant or the Project.

Section 10: AUDIT: The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project, and submit a copy of the audit report to the SCDOC. The Grantee agrees that it will reimburse the SCDOC for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the SCDOC. The SCDOC may monitor the Grantee at least once during the grant period and the Grantee shall make available for audit and inspection by the SCDOC staff and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project or this Agreement. A final monitoring audit will be conducted by the SCDOC after final submission of all reporting requirements.

Section 11: CONFIDENTIAL INFORMATION: Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the SCDOC shall remain confidential and not made available to any individual or organization by the Grantee without the prior written approval of the SCDOC.

Section 12: DISCRIMINATION: The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 13: MAINTENANCE OF RECORDS: The Grantee shall retain records for Grant funds for a period of three years after its final close out. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by the SCDOC of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 14: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the SCDOC may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 15: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 16: APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the SCDOC to pay the compensation and expenses

hereunder for any fiscal year, this Agreement shall terminate without further obligation of the SCDOC. In such event, the SCDOC shall certify to the Grantee the fact that sufficient funds have not been made available to the SCDOC to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 17: COPYRIGHT: No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The SCDOC shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

Section 18: TERMS AND CONDITIONS: The SCDOC reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the SCDOC and any other agency of the State.

Section 19: REPORTING REQUIREMENTS: The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any material issues affecting the Project. Progress reports will be due as indicated below and continue until Project Completion. Failure to submit progress reports will be subject to sanctions identified in Section 14 herein. The Grantee further agrees to complete and submit all quarterly progress reports and any other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the SCDOC.

Quarterly reports are due as set forth below:

Quarter	Quarterly Report Due By:
January - March	April 15
April – June	July 15
July – September	October 15
October – December	January 15

Section 20: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which have been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen (15) days from the Date.

Date of Award

APPROVAL FOR THE GRANTEE TO RECEIVE AWARD

Chris Huffman
Chief Financial Officer
South Carolina Department of Commerce

Date

ACCEPTANCE FOR THE GRANTEE

Andrew Fulghum
County Administrator
Jasper County, SC

Date



OFFICE OF THE JASPER COUNTY ADMINISTRATOR


358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 – 843-717-3690 – Fax: 843-726-7800

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

MEMORANDUM

TO: The Honorable County Council

FROM: Andrew P. Fulghum, ICMA-CM, County Administrator 

DATE: July 3, 2024

SUBJECT: Agreement for Social Media and Marketing Services

Background:

In 2021, Jasper County entered into an agreement with a private company to aid with marketing, messaging, and press releases. The County has maintained that relationship until June 30, 2024.

Issue:

The County's Human Resources Director recommends a new independent contractor to perform similar services going forward. A proposal from Sol Freedom Marketing, LLC follows this memo.

Action Requested:

Approve the hiring of Sol Freedom Marketing, LLC to provide social media and marketing services in accordance with the terms of the attached proposal and authorize the County Administrator to negotiate and execute a one-year contract for services.

As always, I remain available to you prior to the meeting should you have any questions.

APF

Jasper County Marketing Proposal

Budget: \$1200/month

Summary of Services Included:

- Consistent Social Media posting 4x per week (across all relevant Social Media platforms)
- Town update posts as needed (in addition to 4 posts per week)
- Facebook Event Pages & Promotion
- Professional content (photos and videos) up to 3x per month
- Marketing consulting up to 1 hour/month

In-Depth Look at Services:

- Consistent Social Media posting 4x per week

These posts could be anything from information on public county meetings, town council spotlights, local business spotlights, tourist attractions, local history, etc. Anything the council feels the residents of Jasper County or anyone visiting would like to know or stay informed about. These posts would be scheduled in advance and are what I like to call "general posts."

- Town update posts as needed

These posts are in addition to the "general posts" mentioned above. These would be last-minute town updates or anything that is sent to me with the expectation of being posted either immediately or within the next few days. I typically prefer a 24-hour notice for posting, but I understand sometimes things happen that need to be put out there right away. There are only a few times during the week that it may take me up to 5 hours to post something that is urgent.

- Facebook Event Pages & Promotion

Facebook events are a great way to raise awareness for public town events – from ribbon cuttings, to parades, public meetings, voting opportunities...etc. Using great graphics and detailed information, I would create event pages and then periodically promote until the day of the event and then send out one more push on the day of as a reminder. What's great about these is, Facebook users can click "interested" or "going" on these events when they see them and then be notified when I post reminders within the event page which helps to increase attendance.

- Professional Content 3x per month

This includes professional photos and videos of anything relevant to posting. From county landmarks to events and members of county government. This could also include video interviews, informational videos, video footage of new construction progress...etc. Because

Sol Freedom Marketing, LLC

I am new to the South Carolina area (moved here in June), I may need some guidance at first to come up with the best aspects of Jasper County to focus on for residents and visitors.

- Marketing Consulting up to 1 hour/month

In addition to social media marketing, I also manage websites, write content, perform Search Engine Optimization, write/design newsletters, and direct mail marketing. I am happy to be a consultant if anyone has any questions concerning various marketing efforts.

I do require a contract. The main points of the contract are as follows:

- Payment is due by the 1st of every month in advance of services being performed.
- To terminate the contract, a 30-days' notice is required for both parties.
- A few points on liability – for your protection. (If I get hurt on-site taking photos or video content, you will not be held liable for any injury).

Once the services are finalized, I will send over the official contract.

Independent Contractor Agreement

This Agreement is made between _____ ("Client") with a principal place of business at _____ and Rebekah Welch ("Contractor"), with a principal place of business at Sol Freedom Marketing, LLC.

1. Services to Be Performed

See Exhibit A.

2. Payment

In consideration for the services to be performed by Contractor, outlined in exhibit A., Client agrees to pay Contractor the following flat fee: \$1200/month. Any additional services will be charged at an additional \$75/hour.

3. Independent Contractor Status

Contractor is an independent contractor, and Contractor shall not be deemed Client's employee. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

4. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

5. Term of Agreement

This Agreement will become effective when signed by both parties and will terminate upon final payment for the project.

6. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

7. Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to South Carolina state court, jurisdiction of the county of Beaufort.

OR

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Beaufort County, SC. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Beaufort County, SC. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

8. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client, and
- other: _____.

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Clause 14 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy.

Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 14 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

9. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

10. Applicable Law

This Agreement will be governed by South Carolina law, without giving effect to conflict of laws principles.

11. Cancellation Policy

Client must provide Contractor with a written, 30-days notice prior to canceling. The 30-days will begin on the 1st of the month. The Client will be required to pay the last month's invoice regardless of when written cancelation was provided. All services will continue through the end of the last paid month.

Signatures

Client/Owner: _____

Printed Name

Signature

Date

Contractor: Rebekah Welch _____

Printed Name

Signature

Date

92-4021862 _____

Taxpayer ID Number

Exhibit A:

Summary of Services Included:

- Consistent Social Media posting 4x per week (across all relevant Social Media platforms)
- Jasper County update posts as needed (in addition to 4 posts per week) – 1x per day within an hour of receipt.
- Facebook Event Pages & Promotion
- Professional content (photos and videos) up to 3x per month
- Marketing consulting up to 1 hour/month

In-Depth Look at Services:

- Consistent Social Media posting 4x per week

These posts could be anything from information on public county meetings, town council spotlights, local business spotlights, tourist attractions, local history, etc. Anything the council feels the residents of Jasper County or anyone visiting would like to know or stay informed about. These posts would be scheduled in advance and are what I like to call “general posts.”

- Jasper County update posts as needed

These posts are in addition to the “general posts” mentioned above. These would be last-minute county updates or anything that is sent to me with the expectation of being posted either immediately or within the next few days. I typically prefer a 24-hour notice for posting, but I understand sometimes things happen that need to be put out there right away. There are only a few times during the week that it may take me up to 5 hours to post something that is urgent.

- Facebook Event Pages & Promotion

Facebook events are a great way to raise awareness for public county events – from ribbon cuttings, to parades, public meetings, voting opportunities...etc. Using great graphics and detailed information, I would create event pages and then periodically promote until the day of the event and then send out one more push on the day of as a reminder. What’s great about these is, Facebook users can click “interested” or “going” on these events when they see them and then be notified when I post reminders within the event page which helps to increase attendance.

- Professional Content 3x per month

This includes professional photos and videos of anything relevant to posting. From county landmarks to events and members of county government. This could also include video interviews, informational videos, video footage of new construction progress...etc. Because I am new to the South Carolina area (moved here in June), I may need some guidance at first to come up with the best aspects of Jasper County to focus on for residents and visitors.

- Marketing Consulting up to 1 hour/month

In addition to social media marketing, I also manage websites, write content, perform Search Engine Optimization, write/design newsletters, and direct mail marketing. I am happy to be a consultant if anyone has any questions concerning various marketing efforts.

Aviation Fuel Trucks
REQUEST FOR PROPOSALS
RFP #2024 – 18



May 3, 2024

SkyBlue Aviation
Ridgeland – Claude Dean Airport
Development Services Division

JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18
May 3, 2024

PROPOSALS MUST BE PHYSICALLY RECEIVED, AS INDICATED BELOW, BY 3:00PM ON THURSDAY, May 30, 2024.

Issue Request for Proposal (RFP)	May 3, 2024
Deadline for Inquiries	May 17, 2024
Response to Inquiries	May 21, 2024
Deadline for Submitting Proposal	May 30, 2024

I. PURPOSE

Jasper County, South Carolina d/b/a SkyBlue Aviation is the owner of the Ridgeland – Claude Dean Airport. SkyBlue Aviation is the fixed-base operator (FBO) and owns and manages the aviation fuel farm at the Airport.

SkyBlue Aviation currently leases a 1,200-gallon aviation gasoline refueler and 3,000-gallon jet refueler from its aviation fuel supplier.

SkyBlue Aviation is soliciting proposals from qualified producers, suppliers, distributors of aviation fuel trucks for purchase by Jasper County, South Carolina. Aviation fuel trucks are to be used for the delivery and dispensing of branded Jet-A and 100LL aviation fuels to aircraft requesting fueling services at the Ridgeland – Claude Dean Airport (3J1). The Airport will enter into a sales purchase agreement with the successful Proposer.

II. INSTRUCTION TO PROPOSERS

1. Proposal Opening Location

The Proposals will be opened at the Jasper County, Clementa Pinckney Government Building, County Council Chambers, Third Floor, 358 Third Avenue, Ridgeland, SC 29936. **Proposals will be opened on the due date, Thursday, May 30, 2024 at 2:00 pm.** All Proposers or their representatives are invited to attend the proposal opening.

2. Proposal Delivery

Any proposal received after the stated date and time will not be considered. It is the proposer's sole responsibility to deliver proposal to the Jasper County Administrative Services Division Procurement Office for receipt on or before the due date and time indicated. If a Proposal is delivered by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Procurement Office. Proposals delayed by mail shall not be considered and shall be rejected. Proposals may be mailed to the Procurement Office and accepted if the signed Proposal forms and required submittals are mailed and received prior to the due date and time. Proposals submitted via email will not be accepted.

**JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18**

May 3, 2024

3. Sealed and Marked

If sent by mail, or hand-delivered, three (3) original signed Proposals shall be submitted in a sealed package, clearly marked on the outside of the package with **RFP #2024 – 18 AVIATION FUEL TRUCKS** and addressed to:

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

4. Legal Name and Signature

Proposals shall clearly indicate the legal name, address, and telephone number of the Proposer. Proposals shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to submit Proposals on behalf of the Proposer. Failure to properly sign the Proposals form shall invalidate the Proposals and it shall not be considered for award.

5. Clarification and Addenda

Each Proposer shall examine REQUEST FOR PROPOSALS documents. The Administrative Services Division, Procurement Officer shall not be responsible for interpretations or clarifications of Equipment Specifications.

All inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Equipment Specifications shall be made through the Airport Manager in writing or through email to:

Danny Lucas
Director, Development Services Division
Airport Manager
Ridgeland – Claude Dean Airport
SkyBlue Aviation
P.O. Box 653
Ridgeland, SC 29936
dlucas@jaspercountysc.gov

**JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18**

May 3, 2024

Any inquiries or suggestions, concerning clarification of the REQUEST FOR PROPOSALS (excluding Equipment Specifications) shall be made through the Procurement Officer in writing or through email to:

Kimberly Burgess, Procurement Officer
Director, Administrative Services Division
P.O. Box 1149
Ridgeland, SC 29936
kburgess@jaspercountysc.gov

6. Responsive and Responsible Proposals

To be responsive, a proposal shall conform in all material respects to the requirements set forth in the REQUEST FOR PROPOSALS. To be responsible, the proposal shall perform fully the requirements, experience, reliability, capacity, and equipment that will ensure good faith performance.

7. Reserved Rights

Jasper County reserves the right to make such investigations it deems necessary to make the determination of the proposer's responsiveness and responsibility.

8. Applicable Law

All applicable laws and regulations of the State of South Carolina and Jasper County will apply to any resulting agreement, contract, or purchase.

9. Right to Protest

Appeals and remedies are provided for in the Jasper County procurement regulations.

10. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the Jasper County Procurement Officer.

11. Forms, Alternates, Variances

Proposals must be submitted on attached REQUEST FOR PROPOSALS forms, although additional information may be attached. Proposers must indicate any variance from the requested equipment specifications and/or terms and conditions, on the RFP Affidavit of Compliance. Otherwise, proposers must fully comply with the requested equipment specifications, terms and conditions. Alternate Proposals may or may not be considered at the sole discretion of Jasper County.

**JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18**

May 3, 2024

13. Proposal Prices

Provide both unit price and extended total. Price must be stated in units of quantity specified in the equipment specifications. In case of discrepancy in computing the amount of the Proposal, the unit price of the Proposal shall govern. All prices shall be Freight On Board (F.O.B.) Destination. Each item must be Proposed separately, and no attempt is to be made to tie any item(s) in with any other item or items.

14. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this REQUEST FOR PROPOSALS are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Proposers may not submit Proposals on items manufactured by other than the manufacturer specified except when an “or equal” is stated.

15. Deviations to Specifications and Requirements

Any deviation from the specifications as written and accepted by the County may be grounds for rejection of the material/equipment when delivered.

16. Quality

If any equipment delivered does not meet applicable specifications, or if the equipment will not produce the performance that the Contractor represents to the County, the Contractor shall retrieve the equipment from Jasper County at no expense. Also, the Contractor shall refund to the County any money which has been paid for same. The Contractor shall be responsible for attorney fees in the event the Contractor defaults and court action is required.

The County reserves the right to reject any or all materials/equipment if, in its judgement, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

17. Regulations

It shall be the responsibility of the Contractor to assure compliance with Federal, State of South Carolina, and County laws, rules, regulations, or other requirements, as may apply.

18. Termination of Award

Failure of the Contractor to satisfy the requirements of Jasper County shall be reason for termination of the award. Any Proposal may be rejected in whole or in part for good cause when in the best interest of the County.

**JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18**

May 3, 2024

19. Royalties and Patents

The successful Contractor shall pay all royalties and license fees for equipment or process in conjunction with the equipment being furnished. Contractor shall defend all suits or claims for infringement of any patent right and shall hold the County harmless from loss on account or cost and attorney's fees incurred.

20. Inspection and Acceptance

No item(s) received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect the item(s). Any item(s) discovered defective, or which do not conform to any warranty of the seller upon inspection may be returned at the seller's expense for full credit or replacement.

If later, defects are discovered which were not ascertainable upon the initial inspection, the item(s) may also be returned at the Seller's expense for full credit or replacement. The County's return of defective items shall not exclude any other legal, equitable or contractual remedies the County may have.

III. GENERAL TERMS AND CONDITIONS

1. Payment

The Contractor shall clearly state any prompt payment discount and/or net payment terms in the space provided on the Proposal Form. If this section is not completed, the County will assume terms are Net 30 calendar days after delivery and County's acceptance of equipment which are the County's standard payment terms. Pre-payment and Cash On Delivery (COD) Terms are not acceptable.

2. Exceptions to Specification

Proposers taking exception to any part or section of the specifications shall indicate such exceptions on the Affidavit of Compliance Form and continuation page(s), if necessary. Failure to indicate exceptions shall be interpreted as the Proposer's intent to fully comply with the specifications as written.

3. Evaluation of Proposals

Any Purchase Order or Purchase Sales Agreement resulting from this REQUEST FOR PROPOSALS shall be awarded to the PROPOSER providing the best proposal as determined by Jasper County, South Carolina.

AWARD WILL NOT BE MADE ON THE BASIS OF PRICE ALONE.

JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18

May 3, 2024

The County Administrator, Director of Development Services, and Director of Administrative Services (evaluation committee) will evaluate the submittals received by the aforementioned deadline.

Each Proposal will be evaluated based on, but not limited to the following criteria:

Cost of the equipment proposed	(30%)
Compliance with Specifications	(30%)
Delivery Time	(25%)
Warranty	(10%)
Support Services	(5%)

4. Award

Each factor of the evaluation will be considered relative to obtaining the most (cost) effective equipment consistent with the needs of the County.

5. Product Liability Insurance

The successful proposal will supply proof of product liability insurance equal to or exceeding \$20,000.000.00.

6. Additional Items Verification

All Contractors must submit verification of the following items with their bid proposal:

Certificate of Authorization from the American Society of Mechanical Engineers (ASME) acknowledging that manufacturer has been certified in all welding procedures required to construct pressure vessels and product tanks.

Certification of United States Department of Transportation (USDOT) acknowledging that manufacturer has been certified to manufacture and assemble fuel cargo vehicles for DOT-406 requirements.

Most recent Air Transportation Association (ATA) Guidelines for Aircraft Fueling Equipment Requirements indicating the manufacturer has the latest version of ATA Specifications – 103 and will manufacture equipment accordingly.

Confirmation that the manufacturer has been in business for a minimum of five (5) years and has not defaulted on a contract in the last five (5) years.

JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18

May 3, 2024

7. References

Prospective Contractor must submit Company name and contract information to which manufacturer has sold similar vehicle(s) within the last three (3) years.

IV. EQUIPMENT SPECIFICATIONS

AVIATION GASOLINE REFUELER

See attached General Conditions, Equipment Specifications, and Proposal Form for detailed information.

Delivery : F.O.B. Destination

The equipment to be specified within this document shall be delivered all transportation charges paid by the Contractor to destination.

Ford F-450 Chassis

Factory White Cab

Automatic Transmission

Air Conditioning

1,000 – Gallon Aluminum Polished Tank

NFPA 385 Compliant

NFPA 407 Compliant

DOT 406 Compliant

ATA – 103 Compliant

Mid -Module Refueling

Canopy Over Module

Chock Block Holder

Storage Box (Lockable)

Interlock Sensors on Nozzle, Loading gate, Internal Valve, Brake with Override

Bottom – Load Connection

Backup Alarm

Back-up Camera

Rear Equipment Deck

Total Control Systems (TCS) 3000 Electronic Register

Wireless Data Transfer System

TCS 3000 Water Sensor

TCS Pulse Transmitter

TCS Hub

Tank Ladder

JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18

May 3, 2024

IV. EQUIPMENT SPECIFICATIONS

AVIATION GASOLINE REFUELER (cont.'d)

Heavy-Duty Bumper
Manual Rewind Bonding Reel with 50-foot Static Wire
Non-skid on Tank Top Walkway
Emergency Shut-Down Levers
Two 20-lb Fire Extinguishers Mounted on Rear Deck with Mounting Brackets
Ladder Brackets on Rear Bumper
Velcon Filter Vessel
Single Wrap Hose Reel Electric Rewind
Gammon Differential Pressure Gauge (0-30 psi)
Gammon Fuel Pressure Gauge
Gammon Overwing Avgas Fueling Nozzle
2" Gorman Rupp Pump
Product Recovery Tank
Scully System Secondary Shutoff
LED Light Package with LED Strobe
Operating Decals Installed
Operator Manual
Operating Instructions with Schematic Mounted on Truck
Parts Manual
In Service Training (Factory-Trained Technician to Provide On-Site Training)

V. EQUIPMENT SPECIFICATIONS

JET FUEL REFUELER

See attached General Conditions, Equipment Specifications, and Proposal Form for detailed Information.

Delivery : F.O.B. Destination

The equipment to be specified within this document shall be delivered all transportation charges paid by the Contractor to destination.

Ford F-750 Triton V-10 Gasoline Engine Chassis
Factory White Cab
Automatic Transmission
Air Conditioning
NFPA 407 Compliance
DOT 406 Compliance
ATA – 103 Compliance

JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18

May 3, 2024

V. EQUIPMENT SPECIFICATIONS

JET FUEL REFUELER (cont.'d)

3,000 – Gallon Aluminum Polished Tank
NFPA 385 Compliant
NFPA 407 Compliant
Front-Module Refueling
Interlock Sensors on Nozzle, Loading gate, Internal Valve
Bottom – Load Connection
Brake Interlock with Override
Backup Alarm
Back-up Camera
Electronic Ticket Printer
Wireless Data Transfer System
Rear Equipment Deck
Fuel Tank Recirculation System
Product Recovery Tank
Total Control Systems (TCS) 3000 Electronic Register
Tank Ladder
Heavy-Duty Bumper
Manual Rewind Bonding Reel with 50-foot Static Wire
Non-skid on Tank Top Walkway
Emergency Shut-Down Levers
Two 20-lb Fire Extinguishers Mounted on Rear Deck with Mounting Brackets
Ladder Brackets on Rear Bumper
Velcon Filter Vessel
Single Wrap Hose Reel Electric Rewind
Chock Holder
LED Light Package with LED Strobe
Storage Box (Lockable)
Additive Injection System
Gammon Differential Pressure Gauge (0-30 psi)
Gammon Pressure Gauge
Dual Overwing Fuel System
Underwing Fuel System
300 GPM System, Gorman Rupp Centrifugal Pump
Operating Decals Installed
Operator Manual
Operating Instructions with Schematic Mounted on Truck
Parts Manual
Delivery
In Service Training (Factory-Trained Technician to Provide On-Site Training)

**JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18**

May 3, 2024

PROPOSAL FORM

SUBMITTED BY _____
Company Name

In accordance with the above stated REQUEST FOR PROPOSALS RFP #2024-18, the undersigned hereby declares that they have examined the REQUEST FOR PROPOSALS documents and equipment specifications for the item(s) below.

The undersigned proposes and agrees, if their Proposal is accepted, to furnish the item(s) submitted below, including delivery products/services information submitted.

1 each	<p>Aviation Gasoline Refueler: In accordance with Equipment Specifications in this document. Ford F-450 Cab and Chassis 1,000 Gallon Aluminum Tank</p> <p>Unit Complete, Delivered FOB Ridgeland, SC</p> <p>Delivery: _____ calendar days after receipt of order.</p> <p>Shall Warranty the above equipment for parts, Labor and travel for _____ months</p>	<p>\$ _____</p>
--------	--	-----------------

DELIVERY F.O.B. DESTINATION

Prompt Payment Discount _____ % _____ Days, Net _____ Days

SUBMITTED BY _____
Company Name

**JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18**

May 3, 2024

PROPOSAL FORM

SUBMITTED BY _____
Company Name

In accordance with the above stated REQUEST FOR PROPOSALS RFP #2024-18), the undersigned hereby declares that they have examined the REQUEST FOR PROPOSALS documents and equipment specifications for the item(s) below.

The undersigned proposes and agrees, if their Proposal is accepted, to furnish the item(s) submitted below, including delivery products/services information submitted.

1 each	<p>Jet Fuel Refueler: In accordance with Equipment Specifications in this document. Ford F-750 Triton V-10 Cab and Chassis 3,000 Gallon Aluminum Tank</p> <p>Unit Complete, Delivered FOB Ridgeland, SC</p> <p>Delivery: _____ calendar days after receipt of order.</p> <p>Shall Warranty the above equipment for parts, Labor and travel for _____ month</p>	<p>\$ _____</p>
--------	--	-----------------

DELIVERY F.O.B. DESTINATION

Prompt Payment Discount _____% _____Days, Net _____Days

SUBMITTED BY _____
Company Name

**JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18
May 3, 2024**

AFFIDAVIT OF COMPLIANCE

To be submitted with vendor’s Proposal

_____ We Do Not take exception to the RFP Documents/Requirements.

_____ We take exception to the RFP Documents/Requirements as follows:

Specific exceptions are as follows:

I have carefully examined the REQUEST FOR PROPOSALS and agree to abide by all submitted pricing, delivery, terms and conditions of this Proposal unless otherwise stipulated herein.

Company Name _____

By _____

(Authorized Signature)

(Print Name and Title)

Company Address _____

RETURN THIS PAGE

JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18
May 3, 2024

AFFIDAVIT OF COMPLIANCE (continued)

Telephone Number _____

Email _____

Federal Tax ID No. _____

DBE Vendor (Yes/No) Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

Date _____

ADDENDA

Proposer acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

RETURN THIS PAGE

**JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18**

May 3, 2024

STATEMENT OF “NO PROPOSAL”

Return this page only if your company provides the products/services being requested and DECLINES to do so.

We, the undersigned, have declined to respond to the above REQUEST FOR PROPOSALS for **Aviation Gasoline Refueler** for the following reasons:

- _____ Specifications too “Narrow”, geared to one brand or manufacturer
(Please explain below).
- _____ Insufficient Time to Respond to REQUEST FOR PROPOSALS
- _____ Unable to Meet Specifications
- _____ Specifications Unclear (Please explain below)
- _____ Other (Please explain below)

Remarks _____

Company Name _____

Address _____

Signature and Title _____

Telephone Number _____

Date _____

**JASPER COUNTY
REQUEST FOR PROPOSALS #2024 – 18**

May 3, 2024

STATEMENT OF “NO PROPOSAL”

Return this page only if your company provides the products/services being requested and DECLINES to do so.

We, the undersigned, have declined to respond to the above REQUEST FOR PROPOSALS for **Jet Fuel Refueler** for the following reasons:

- _____ Specifications too “Narrow”, geared to one brand or manufacturer
(Please explain below).
- _____ Insufficient Time to Respond to REQUEST FOR PROPOSALS
- _____ Unable to Meet Specifications
- _____ Specifications Unclear (Please explain below)
- _____ Other (Please explain below)

Remarks _____

Company Name _____

Address _____

Signature and Title _____

Telephone Number _____

Date _____

Jasper County
 Aviation Fuel Trucks Proposal
 RFP #2024 - 18
 Evaluation Criteria
 7/6/2024

Provide a score from 1 to 5, with 1 being the worst and 5 the highest, for each of the evaluation criteria elements for each of the proposers

Enter Rating from 1-5

Enter Rating from 1-5

	Weight	Skymark		Total Score		Garsite		Total Score	
Cost of Equipment Proposed	30%	4		1.20		5		1.50	
Compliance with Specifications	30%	5		1.50		4		1.20	
Delivery	25%	4		1.00		3		0.75	
Warranty	10%	4		1.00		1		0.25	
Support Services	<u>5%</u>	5		<u>0.25</u>		<u>1</u>		<u>0.05</u>	
	100%		22	4.95		14		3.75	

Scoring by Danny Lucas, Andrew Fulghum, Kimberly Burgess



Jasper County Finance Department

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

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

Jasper County Council Approval of #57 Rock Bid Engineering Services Department

Meeting Date:	July 15, 2024
Subject:	Council approve bid for #57 Rock funded with C-Fund reimbursement
Recommendation:	Council approve the bid from J. R. Wilson Construction Co., Inc., the only compliant bid for the delivery of #57 stone for a price of \$61.85 per ton, including stone, applicable tax and delivery to Jasper County Public Works Department in Ridgeland, SC.

Description: Jasper County advertised for sealed bids for 3200 Tons of #57 Rock. Three bids were received timely on June 13, 2024. Only one of the bids was compliant with the bid requirements by providing a bid bond. Therefore, the staff is requesting that the Council accept the bid of \$61.85 or \$197,920 from J. R. Wilson Construction Co., Inc. contingent upon J. R. Wilson Construction Co. providing a performance and payment bond upon execution of a contract.

Recommendation: Council approve the low bid from J. R. Wilson Construction and authorize the Administrator to execute all necessary documents.

Attachments:

Invitation to Bid
Invitation to Bid Advertisement
Bid Sheet
J. R. Wilson Construction Bid
Greene Farm Trucking Bid
Vulcan Materials Company



INVITATION TO BID IVTB #2024-19 #57 STONE

Notice is hereby given that sealed bids will be received for **# 57 Stone**, by Jasper County, South Carolina, (the "County") until the 13th day of June, 2024 at 2:00 P.M. at which time all bids received will be publicly opened and read aloud in the Jasper County Council Chambers. To be deemed "received" a bid must be received by the Finance Office at the Jasper County Government Building, 358 Third Avenue, Suite 304, Post Office Box 1149, Ridgeland, South Carolina 29936 or be submitted electronically through the County's Vendor Registry webpage to ensure that it remains sealed until the scheduled bid opening date and time. A link to Jasper County's Vendor Registry webpage may be found under "What's New", Bids & Solicitations", on the County's website at www.jaspercountysc.gov prior to the time bids are to be opened. Bids delivered within the 30-minute period immediately preceding bid opening (as described above) must be hand-delivered to the Director of Administrative Services at the Clementa C. Pinckney Government Building, Suite 304, 358 Third Avenue, Ridgeland, SC 29936. Any bids delivered after the above time will not be accepted under any circumstances.

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

**Jasper County Government Building
358 Third Avenue
Ridgeland, South Carolina 29936**

The County's point of contact for this project is Rose Dobson-Elliott, who can be reached at (843) 726-7740 or rdelliott@jaspercountysc.gov.

Description of Work:

Jasper County is seeking bids for approximately 3200 tons of # 57 Stone. All bids should include South Carolina sales tax and delivery fees. The rock will be delivered to Jasper County Public Works, 623 Live Oak Road, Ridgeland, SC 29936. This project is funded by the South Carolina Department of Transportation (SCDOT) and is approved by the Jasper County Transportation Committee (CTC) as project C PCN P043515.

Bid Requirements:

Bids should be placed on company letterhead or a document providing the company name, address, and phone number.

Bid security is required in an amount equal to at least five percent (5%) of the amount of the bid. Security shall be a bond provided by a surety company authorized to do business in the state of South Carolina, or the equivalent in case, or otherwise supplied in a form satisfactory to the County.

The successful Bidder shall be required to deliver to the County the following bonds or security which shall become binding on the parties upon the execution of the contract:

- (1) Performance bond in the amount of 100 percent of the price specified in the contract,
and
- (2) Payment bond in the amount of 100 percent of the price specified in the contract.

The successful Bidder shall be required to provide proof of insurance in the following amounts.

- a. 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.
- b. 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.
- c. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening. The County of Jasper (Owner) reserves the right to reject any or all bids, 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.

From: [South Carolina Business Opportunities](#)
To: [Kimberly Burgess](#)
Subject: SCBO Advertisement Submission
Date: Wednesday, May 29, 2024 3:17:17 PM

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

NOTICE:

Your SCBO password is good only for 90 days. **Upon receiving a reminder to renew your password, you have six (6) days to do so. If you wait any longer, you'll be locked out. Please avoid a lockout by renewing your password on time every 90 days or sooner!**

Your SCBO advertisement (**AD# 49399**) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

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

The information you submitted for the advertisement is included below:

Category: Construction

Advertisement Date: Wed, 05/29/2024 - 00:00

Project Name: #57 Stone

Project Number: IVTB #2024-19

Project Location: Ridgeland, SC

Description of Project/Services:

Jasper County is seeking sealed bids for approximately 3200 TONS of #57 STONE until the 13th day of June, 2024, at 2 PM. Invitation to bid details may be found on Vendor Registry or on the County's website www.jaspercountysc.gov under "What's New", "Bids & Solicitations."

Bid/Submittal Due Date: Thu, 06/13/2024 - 14:00

Number of Bid/Submittal Copies: Three

Construction Cost Range:

Project Delivery Method: Other

Agency Project Coordinator: Rose Dobson-Elliott

Email: rdelliott@jaspercountysc.gov

Telephone:

Project Details: <https://www.jaspercountysc.gov/financial-administrative-services/bids-solicitati...>

Ad Creation Date: Wed, 05/29/2024 - 15:17



Jasper County Bid Sheet

#57 Stone 6/13/2024 2:00PM

Company Name	Address	Amount of Bid	Remarks/Total
Greene Farms Trucking, LLC		\$197,600.00 \$61.75/ton	
Vulcan Materials Co.		\$58.20/ton	Does not include sales tax - other charges including rental, wait time, and fuel surcharge
J.R. Wilson Construction Co., Inc.		\$199,920.00 \$61.85/Ton	

J.R. WILSON CONSTRUCTION CO., INC.

Tel: (803) 943-3311
Toll Free: (877) 943-3361
Fax: (803) 943-3694



1505 Yemassee Hwy
P.O. Box 919
Varnville, S. C. 29944

To: Jasper County	Contact: Rose Dobson-Elliott
Address: 358 Third Ave., P.O. Box 1149 Ridgeland, SC 29936	Phone: 843-726-7740
	Fax: 843-726-7743
Project Name: Jasper County # 57 Stone IVTB# 2024-19	Bid Number: 2964
Project Location: Ridgeland, SC	Bid Date: 6/13/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.00	#57 Stone Delivered To 623 Live Oak Rd, Ridgeland, SC	3,200.00	TON	\$61.85	\$197,920.00

Total Bid Price: \$197,920.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

J.R. Wilson Construction Co.

Authorized Signature:  _____

Estimator: Sam Hesley
(803) 943-3311 shesley@jrwilsonconstruction.com



AIA[®]

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.R. Wilson Construction Company,
Inc.

1505 Yemassee Hwy.

Varnville, SC 29944

OWNER:

(Name, legal status and address)

Jasper County

358 Third Avenue

Ridgeland, SC 29936

SURETY:

*(Name, legal status and principal place
of business)*

Swiss Re Corporate Solutions Premier Insurance Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105

BOND AMOUNT: \$ Five Percent (5%) of Bid Amount (5%)

PROJECT:

(Name, location or address, and Project number, if any)

#57 Stone in Jasper County, IVTB #2024-19

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 13th day of June, 2024




(Witness)



(Witness) Alexa Manley

J.R. Wilson Construction Company, Inc.
(Contractor as Principal) (Seal)
 Controller
(Title)

Swiss Re Corporate Solutions Premier Insurance Corporation
(Surety) (Seal)


(Title) Lori J. Kelly, Attorney-in-Fact



init.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

W.D. MORRIS, JR., FRANK W. HAFNER III, SHERRI W. HILL, ALEXA MANLEY, LORI J. KELLY, MARIAN C. NEWMAN,
WESLEY V. DASHER, JR., JAMES R. COGDILL, and TERRIE L. CONARD

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of June, 2024.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



Paul K Greene Jr.
573 S. Hankinson St
Jackson, SC 29831
Office: 803-471-2510
Cell: 803-645-5335
ksullivan@gftllc.net

June 11, 2024

Jasper County Public Works
Attn: Rose Dobson-Elliott
623 Live Oak Rd
Ridgeland, SC 29936

RE: Solicitation for IVTB #2024-19 3200 ton of #57 Stone
Delivered to Jasper County Public Works, 623 Live Oak Rd, Ridgeland, SC 29936

Greene Farms Trucking, LLC is please and excited for the opportunity to provide a bid to Jasper County for the advised solicitation to deliver 3200 tons of #57 stone for the Public Works Department of Jasper County. This bid proposal includes stone, applicable tax, and delivery to Jasper County Public Works Department in Ridgeland, SC.

3200 tons of #57 stone @ 61.75/ ton= \$197,600.00

We appreciate your consideration and look forward to doing business with Jasper County.

Best Regards,

Paul K. Greene Jr., President
Greene Farms Trucking, LLC

Quotation



Attn:

Quote Name: Jasper County Public Works
Quote #: 1936440

Jasper County
358 Third Avenue
RIDGELAND, SC 29936
Acct#: 5002776

623 Live Oak Rd, Ridgeland, SC 29936
RIDGELAND, SC 29936

Date: Tuesday, June 11, 2024	Sales Rep : Lee Hunt
Quote Created: Tuesday, June 11, 2024	202 Brown Road
Effective From: Wednesday, June 5, 2024	PIEDMONT, SC 29673
Quote Expiration: Thursday, July 11, 2024	Phone: 864-634-9587
Price Expiration: Thursday, July 11, 2024	Fax :
	Email: huntle@vmcmail.com

Special Instructions:

Quotes are not seen at the scales. Please make sure you get with your Sales Rep to have the quote turned to a order.
*Haul Rates are good for 30 days and subject to a 5% increase January 2025.
*Trucking capacity is based on availability at the time of shipment.
*Loads must be maintained in compliance with all Federal, State and Local DOT regulations for weight and containment of material.
*Rental charge(\$120.00 per hour) begins when dispatched en route to the project and continues until the truck is signed out by a customer at the project and/or dumpsite.
*Wait Time Charges(\$120.00 per hour) will be applied in 15 minute increments, if the trucks are delayed on site for more than 15 minutes.
*To be delivered at approximately 18 to 22 tons per load. Please add applicable sales tax.
Anything below 18 tons will have a minimum flat rate applied.
*A diesel fuel surcharge percentage will be calculated on the first day of each week when the previous week's average price per gallon (Lower Atlantic PADD 1C) equals or exceeds \$3.00 per gallon (as reported by the Department of Energy, Information Administration Fuel Index <http://eia.doe.gov>)

100 - Aggregates

Plant	Product Name	Product #	Qty U/M	FOB Plant	Haul Rate	Delivered
VARNVILLE SALES YARD	No 57 Stone Washed	25290	3,200 Tons	\$47.00	\$11.20	\$58.20



Prices quoted above are per unit of measure (U/M) and do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB plant as stated above. Quoted Haul Rates subject to revision. Terms are Net 15th month prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Quoted Haul Rates Subject to Revision. Please contact Sales prior to placing the order.

Accepted by: _____

Date: _____

Sales Representative: _____

Date: _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its SouthEast Division in Atlanta, Georgia, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**



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 Approval of Bid for Repairs to Levy Fire Station

Meeting Date:	July 15, 2024
Subject:	Approval of bid for repairs to Levy Fire Station
Recommendation:	Council approves the bid offered by Golden Line Design and Remodel for the repairs to Levy Fire Station and authorizes the County Administrator to execute the contract and any change orders for contingent items listed in the bid.

Description: Jasper County advertised for sealed bids for repairs to the Levy Fire Station (IVTB #2024-20.) Bids were due at 3 PM on June 13, 2024. The County received two bids, neither of which were compliant with regard to bid security requirements stated in the invitation to bid. Section 2-423 of the County Procurement and Contracting Ordinance requires bid security when the price is estimated to exceed \$100,000 or when circumstances warrant. At the time that the invitation to bid was issued, the cost to repair was unknown and thought to possibly exceed the \$100,000 requirement. The invitation to bid also required performance and payment bonds because it was anticipated that the contract would likely be greater than \$50,000. The condition of the Levy Fire Station warrants fast action. Therefore, although the low bidder did not provide bid security, staff recommends that the Council accept the low bid not to exceed \$25,000 (the bid of \$16,001 and contingencies of \$7,000) and waive the bid security requirement as well as the performance and payment bond requirements.

Recommendation: Staff requests that the Council approve the low bid not to exceed \$25,000 (the bid of \$16,001 and contingencies of \$7,000), waive the bid security requirement as well as the performance and payment bond requirements, and authorize the County Administrator to execute all necessary contracts and change orders.

Attachments:

Golden Line Design and Remodel Bid
Dach Enterprises, Inc. Bid
Bid Sheet
Invitation to Bid Advertisement
Invitation to Bid IVTB #2024-20

Golden Line Design and Remodel
Bluffton SC 29910
Mobile: (843) 227-0555
roxanav@goldenlinesc.com

Golden Line

DESIGN & REMODELING

Estimator

Roxana Vortisch
Mobile: (843) 227-0555
Roxanav@goldenlinesc.com

Customer

Jasper County
358 Thirrd Avenue
Ridgeland sc 29936

Estimate

Job Name	Levi Fire Station # 25
Job Number	30
Issue Date	June 12, 2024
Valid Until	July 12, 2024

Item

Amount

Plans & Permits

Roof repair.

*Demo existing roof at affected areas.
Remove and replace plywood as need it.
Repair ceiling joist.
Installed new TPO weatherproof system membrane.*

*Current roof doesn't have insulation if required please add \$ 3200.00
Quote doesn't include inside garage ceiling plywood remove and repair if required Add \$3800.00
Quote doesn't include replace any rotten joist*

Bath Floor system repair

*Repair floor system
Remove and replace floor plywood.
Install new vinyl floor
Remove and replace toilet*

Window repair

Repair front window

Price **\$16,101.00**



Date 06/13/2024

Roxana Vortisch
Golden Line Design and Remodel

Jasper County

Date _____

**DACH ENTERPRISES, INC.
29 NORTH BASILICA AVENUE
HANAHAN, SC 29406
MOBILE- 843 364-4279**

PROPOSAL

**TO: JASPER COUNTY
RE: REPAIRS LEVY RD FIRE STATION
DATE: 6/9/24**

**WE PROPOSE TO SUPPLY MATERIALS AND LABOR
FOR THE FOLLOWING:**

- A. REPLACE 2 INSULATED WINDOWS AT FRONT**
- B. REMOVE EXISTING FLAT ROOF MATERIAL AT REAR- REPLACE 5 SHEETS 1/2" OSB SHEETING. INSTALL 1/2" WOOD FIBER INSULATION BOARD. INSTALL 60 MILL TPO ROOFING.**
- C. REPAIR FLOORING AT BATHROOM**
- D. REPAIR METAL ROOFING ABOVE FLAT ROOF(CONTRIBUTING TO LEAKS IN FLAT ROOF.)**

COSTS:

- A. 1,500.**
- B. 25,000.**
- C. 10,000.**
- D. 10,000.**

From: [South Carolina Business Opportunities](#)
To: [Kimberly Burgess](#)
Subject: SCBO Advertisement Submission
Date: Wednesday, May 29, 2024 5:08:39 PM

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

NOTICE:

Your SCBO password is good only for 90 days. **Upon receiving a reminder to renew your password, you have six (6) days to do so. If you wait any longer, you'll be locked out. Please avoid a lockout by renewing your password on time every 90 days or sooner!**

Your SCBO advertisement (**AD# 49409**) 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: Wed, 05/29/2024 - 00:00

Project Name: Station 25 Repairs

Project Number: IVTB #2024-20

Project Location: Hardeeville, SC

Description of Project/Services:

Jasper County is seeking sealed bids for REPAIRS TO BATHROOM FLOOR, FRONT WINDOW, AND ROOF at Station #25, 2721 Levy Road, Hardeeville, SC 29927. A mandatory pre-bid meeting will be held at the station at 10 AM on June 4, 2024.

Quote Due Date/Time: Thu, 06/13/2024 - 15:00

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

Agency Project Coordinator: Shannon Smith

Email: ssmith@jaspercountysc.gov

Telephone:

Project Details: <https://www.jaspercountysc.gov/financial-administrative-services/bids-solicitati...>

Ad Creation Date: Wed, 05/29/2024 - 17:08



**Levy Fire Station #25
Floor Repair, Front Window, and Roof Repair
Invitation to Bid
IVTB #2024-20**

Jasper County, South Carolina, (the "County") is seeking sealed bids for REPAIRS TO BATHROOM FLOOR, FRONT WINDOW, AND ROOF at Station #25, 2721 Levy Road, Hardeeville, SC 29927, until the 13th day of June, 2024 at 3:00 P.M. at which time all bids received will be publicly opened and read aloud in the Jasper County Council Chambers. To be deemed "received" a bid must be received by the Finance Office at the Jasper County Government Building, 358 Third Avenue, Suite 304, Post Office Box 1149, Ridgeland, South Carolina 29936 or be submitted electronically through the County's Vendor Registry webpage to ensure that it remains sealed until the scheduled bid opening date and time. A link to Jasper County's Vendor Registry webpage may be found under "What's New", Bids & Solicitations", on the County's website at www.jaspercountysc.gov prior to the time bids are to be opened. Bids delivered within the 30-minute period immediately preceding bid opening (as described above) must be hand-delivered to the Director of Administrative Services at the Clementa C. Pinckney Government Building, Suite 304, 358 Third Avenue, Ridgeland, SC 29936. Any bids delivered after the above time will not be accepted under any circumstances.

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

**Jasper County Government Building
358 Third Avenue
Ridgeland, South Carolina 29936**

The County's points of contact for this project are Shannon Smith, Battalion Chief, ssmith@jaspercountysc.gov, Mike Lassiter, Captain, mlassiter@jaspercountysc.gov.

Description of Work:

Jasper County is seeking proposals to identify a qualified contractor to repair an upstairs bathroom floor, repair the front upstairs window, and fix the back flat roof of Jasper County Fire-Rescue Station 25 located at 2721 Levy Road, Hardeeville, SC 29927. The selected contractor shall be responsible for identifying the causes and correction of these problems as well as the removal of all debris and waste generated by these repairs. This project needs to be completed by June 30, 2024.

The building currently has a flat portion of the roof with a rubber membrane that was originally sealed with Kool Seal roof coating. It has been noted that the water has been leaking through the

roof and into the building and is quite possibly the cause of the bathroom floor upstairs needing repair. Water currently does not drain off the roof and sits in puddles, exacerbating the problem. The front upstairs window over the far bay is also currently about to fall out of its frame and is need or repair.

A mandatory pre-bid meeting will be held at 10 AM on June 4, 2024 at Station 25, 2721 Levy Road, Hardeeville, SC 29927.

Bid Requirements:

Bids should be placed on company letterhead or a document providing the company name, address, and phone number.

Bid security is required in an amount equal to at least five percent (5%) of the amount of the bid. Security shall be a bond provided by a surety company authorized to do business in the state of South Carolina, or the equivalent in case, or otherwise supplied in a form satisfactory to the County.

The successful Bidder shall be required to deliver to the County the following bonds or security which shall become binding on the parties upon the execution of the contract:

- (1) Performance bond in the amount of 100 percent of the price specified in the contract, and
- (2) Payment bond in the amount of 100 percent of the price specified in the contract.

The successful Bidder shall be required to provide proof of insurance in the following amounts.

- a. 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.
- b. 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.
- c. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening. The County of Jasper (Owner) reserves the right to reject any or all bids, 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.



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 Authorize the County Administrator to Execute Contracts Greater than \$25K Included in the Fiscal Year 2025 Budget

Meeting Date:	July 15, 2024
Subject:	Council to authorize the County Administrator to execute contracts greater than \$25K included in the Fiscal Year 2025 Budget
Recommendation:	Council authorizes the County Administrator to execute the contracts listed below after review by the County Attorney.

Description: Section 2-204 (Contracting/purchasing authority) of the Jasper County Purchasing and Contracting Ordinance Chapter 2, Article V of the Jasper County Code of Ordinances provides that only the County Council has the authority to enter into contracts in excess of \$25,000 and all contracts for special services. Special services are defined in the ordinance as follows: the furnishing of labor, time or effort by a contractor not required to deliver a specific end product, other than reports which are merely incidental to required performance, which includes, but is not limited to, the services of physicians, architects, ministers, engineers, accountants, and consultants. The contracts listed below are in excess of \$25,000 and are included in the 2025 fiscal year budget.

<u>Provider</u>	<u>Department</u>	<u>Description of Service</u>	<u>Contract Term</u>	<u>Contract Amount Budgeted 2025</u>	<u>Account</u>
PubliQ Software	Assessor, Auditor, Tax Collector, and Treasurer	Computer Services Agreement for Tax Processing and Software Maintenance	July 1, 2024 - June 30, 2025	\$ 335,000	010-052-2510
Summit Food Service	Detention Center	Food Service for Inmate Population	July 1, 2024 - June 30, 2025	\$ 335,000	010-058-2700
Just Appraised	Assessor	Streamlines deed processing using AI to record change of ownership for real estate transactions, making it quicker and more accurate.	July 1, 2024 - June 30, 2025	\$ 39,800	010-069-2463
Global Kynect	Information Technology	Jasper County Cyber Security Services, Plan and Program	July 1, 2024 - June 30, 2025	\$ 87,550	010-049-2405
M & C Lawn Care & Maintenance Services, LLC	Parks & Recreation	Landscape services for seven (7) community parks, including Robertsville, Tarboro, Mitchellville, Grays Hill and Cherry Hill	June 12, 2024 - June 11, 2025	\$ 48,000	010-078-2400
Motorola Solutions	Emergency Services	Motorola radio service agreement	July 1, 2024 - June 30, 2025	\$ 37,131	010-048-2410

Contract Approvals and Authorization
Fiscal Year 2025

Recommendation: Staff requests that the Council authorize the County Administrator to execute the contracts listed above after review by the County Attorney.

Attachments:

List of contracts > \$25K

PubliQ Software Contract

Summit Food Services, LLC Amendment #3 to the Food Service Agreement and Service Agreement

Just Appraised SAAS Services Agreement

Global Kynect Solutions LLC Contract

M & C Lawn Care & Maintenance Services, LLC

Motorola Solutions Service Agreement

Jasper County Purchasing and Contracting Ordinance

Jasper County
Contracts > \$25K
Renewal Period 7/1/24 - 9/30/24

<u>Provider</u>	<u>Department</u>	<u>Description of Service</u>	<u>Contract Term</u>	<u>Contract Amount Budgeted 2025</u>	<u>Account</u>
PubliQ Software	Assessor, Auditor, Tax Collector, and Treasurer	Computer Services Agreement for Tax Processing and Software Maintenance	July 1, 2024 - June 30, 2025	\$ 335,000	010-052-2510
Summit Food Service	Detention Center	Food Service for Inmate Population	July 1, 2024 - June 30, 2025	\$ 335,000	010-058-2700
Just Appraised	Assessor	Streamlines deed processing using AI to record change of ownership for real estate transactions, making it quicker and more accurate.	July 1, 2024 - June 30, 2025	\$ 39,800	010-069-2463
Global Kynect	Information Technology	Jasper County Cyber Security Services, Plan and Program	July 1, 2024 - June 30, 2025	\$ 87,550	010-049-2405
M & C Lawn Care & Maintenance Services, LLC	Parks & Recreation	Landscape services for seven (7) community parks, including Robertsville, Tarboro, Mitchellville, Grays Hill and Cherrv Hill	June 12, 2024 - June 11, 2025	\$ 48,000	010-078-2400
Motorola Solutions	Emergency Services	Motorola radio service agreement	July 1, 2024 - June 30, 2025	\$ 37,131	010-048-2410



**JASPER COUNTY 2024-2025
COUNTY ADMINISTRATION BUILDING
358 3RD AVENUE
RIDGELAND, SC 29936**

**COMPUTER SERVICES AGREEMENT FOR TAX PROCESSING AND SOFTWARE
MAINTENANCE FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025**

This Computer Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2024, by and between PUBLIQ, LLC ("PUBLIQ") and JASPER COUNTY 2024-2025.

**By: Perry Burnett, Sales Representative
PUBLIQ, LLC
PUBLIQ Software
February 17, 2024**



There are many changes being discussed for 2024-2025 concerning property taxes in South Carolina. We at PUBLIQ try to keep up and stay ahead of these changes for our local government customers. We cannot anticipate the massive changes that may occur with the General Assembly this tax year. We will, however, work with your county to make any and all changes in the tax structure as smooth as possible.

This contract is based on processing taxes the same way that 2023 taxes were processed. If major changes are required in the tax system, we will calculate a cost to accomplish these changes and submit a contract to you for this cost for you to approve. As always, we will try to keep any cost for new legislative changes as low as we possibly can.

Note: The postage rates listed above are based on the current US postage rate and are subject to change based on US Postal Service. No postage discount are given to printing batches of less than 500, current postage rates apply. Freight charges are not included in the below figures, but will be applied when necessary.

This is a courtesy notification of your upcoming PUBLIQ Software contract renewal software and services and is intended solely for the purpose of providing estimates for budgetary purposes. The pricing outlined herein is subject to modification.



1. Auditor Services and Software Management

Real and Personal Tax Services

SCDMV Mobile Home List from SC DMV		\$214.00
Print Fall Real/Personal Tax Reports		\$1,430.41
Binders Sales Tax		\$10.61
Supplemental Digest (Alpha and Numeric) Year End		\$582.52
Binder-Real Estate/Vehicle 3 Ring 8 1/2 x 11	3 @ 44.20	\$132.60
Print Real and Personal Tax Notices	29,000 @ .1600	\$4,640.00
Print Real & Other Personal Digest	29,000 @ .0500	\$1,450.00
Print Spring Real/Personal Tax Reports		\$2,016.45
Process Real and Personal Taxes	29,000 @ 1.370	\$39,730.00
Print Real/Personal Closeout Digest		<u>\$1,070.00</u>
Total		\$51,276.59

Auditor Fall Tax Roll Reports

- 1) Original Tax Abstract Totals
- 2) Print Homestead Exemption Reports/Lists
- 3) Combine All Sequences Fall Abstract

Auditor Tax Closeout Reports

- 1) Returns
- 2) Error Abstract
- 3) Supplemental Abstract

Vehicle Tax Services

Process Vehicle Taxes	33,000 @ .5700	\$18,810.00
Print Vehicle Tax Notices	33,000 @ .1600	\$5,280.00
Process Tag Renewed Data	12 @ 118.26	\$1,419.12
Binders Sales Tax		\$5.78
Process Vehicle Valuing	33,000 @ .1400	\$4,620.00
Vehicle Valuing Guide Book		\$70.00
Sales Tax Veh Exempt		\$7.94
Print Vehicle Digest Report	33,000 @ .0500	\$1,650.00
Binder-Real Estate/Vehicle 3 Ring 8 1/2 x 11	2 @ 44.20	\$88.40
Vehicle Valuing Guide - PDF		<u>\$35.00</u>
Total		\$31,986.24

Watercraft Tax Services

Print Watercraft Tax Notices	2,000 @ .1600	\$320.00
Process Watercraft Taxes	2,000 @ 1.370	\$2,740.00
Print Watercraft list	2,000 @ .0500	\$100.00
Process Monthly Wildlife Data	12 @ 53.50	<u>\$642.00</u>
Total		\$3,802.00

Postage

Postage for Watercraft	2,000 @ .6400	\$1,280.00
Postage for Fall Real Estate	29,000 @ .5500	<u>\$15,950.00</u>
Total		\$17,230.00

Software Management

Auditor Taxes (TA)		\$15,778.64
Auditor Homestead Applications (TN)		\$1,321.00
Auditor First Time Issue (UF)		\$3,741.84
Auditor Watercraft		\$3,613.56
Remote Backup Services		\$1,920.00
Auditor Vehicle Valuing/High Mileage Discount (TJ)		\$2,749.45
Auditor Imaging Interface (UN)		<u>\$1,717.35</u>
Total		\$30,841.84

Auditor Services and Software Management Total \$135,136.67



2. Treasurer Services and Software Management

Real and Personal Tax Services

Process/Program/Verify Fall Real/Personal File		\$2,688.52
Print Unpaid Abstract		\$761.77
Create PDF of Treasurer Year End Digest		<u>\$600.00</u>
	Total	\$4,050.29

Vehicle Tax Services

CIDR Processing	33,000 @ .3300	\$10,890.00
Create PDF of Monthly Vehicle Digest	12 @ 150.00	<u>\$1,800.00</u>
	Total	\$12,690.00

Postage

Postage for Vehicles	33,000 @ .5800	<u>\$19,140.00</u>
	Total	\$19,140.00

Software Management

Treasurer Tax Inquiry Export (UB)		\$882.53
Treasurer Taxes (TT)		\$13,814.99
Treasurer Installment Payments		\$1,284.00
Treasurer Refund System (TY)		\$1,232.73
Treasurer Imaging Interface		\$1,717.35
Treasurer Lock Box (UL)		<u>\$428.00</u>
	Total	\$19,359.60

Treasurer Services and Software Management Total \$55,239.89



3. Tax Collector Services and Software Management

Services

Create PDF CD of Execution Notices		\$110.21
Create PDF CD of Execution Warrants		\$110.21
Print Certified Mailers	5,000 @ .6000	\$3,000.00
Print Notice of Executions	6,000 @ .2200	\$1,320.00
Produce/Program/Verify Execution File	6,000 @ .4600	\$2,760.00
Print Certified Postmark/Filecopy	5,000 @ .0800	\$400.00
Create PDF CD of Certified Notices		\$110.21
Produce/Program/Verify Certified File	5,000 @ .4600	\$2,300.00
Produce/Program/Verify Execution Digest	6,000 @ .0500	<u>\$300.00</u>
		Total \$10,410.63

Software Management

Tax Collector Software (TD)		\$4,263.30
Delinquent Advertising (TW)		\$1,590.27
Delinquent Imaging Interface (UP)		<u>\$1,717.35</u>
		Total \$7,570.92

Postage

Postage for Execution Notices	6,000 @ .5800	\$3,480.00
Postage for Certified	5,000 @ 15.94	<u>\$79,700.00</u>
		Total \$83,180.00

Tax Collector Services and Software Management Total \$101,161.55



4. Assessor Services and Software Management

Services

Print Assessor Alpha List - Duplex - 1 Copy		\$470.48
Binder- Burgundy Report Binder 14 7/8 x 11 Soft Cover	6 @ 19.36	\$116.16
Convert Assessor Data for Taxes		\$1,523.50
Binders Sales Tax		\$9.29
Print Assessor Numeric List - Duplex - 1 Copy		<u>\$470.48</u>
	Total	\$2,589.91

Software Management

Assessor CAMA Software		<u>\$21,905.13</u>
	Total	\$21,905.13

Assessor Services and Software Management Total \$24,495.04



5. City Vehicle and Watercraft Taxes

Processing

City - Hardeeville	8,500 @ .7800	\$6,630.00	
City - Ridgeland	3,600 @ .7800	<u>\$2,808.00</u>	
			Total \$9,438.00
			City Vehicle and Watercraft Taxes Total \$9,438.00



6. Summary of Charge by Category

1. Real and Personal Tax Services	\$68,327.42
2. Vehicle Tax Services	\$44,676.24
3. Watercraft Tax Services	\$ 3,802.00
3. Postage	\$119,550.00
4. Software Management	\$79,677.49
5.. City Taxes	<u>\$ 9,438.00</u>
Grand Total	\$325,471.15

Summary of Charge by Department

1. Auditor Services and Software Management	\$135,136.67
2. Treasurer Services and Software Management	\$55,239.89
3. Tax Collector Services and Software Management	\$101,161.55
4. Assessor Services and Software Management	\$24,495.04
5. City Vehicle and Watercraft Taxes	<u>\$9,438.00</u>
Grand Total	\$325,471.15

7. Governing Law and Jurisdiction

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

8. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. Express Warranties, Disclaimers and Damage Limits

(a) Limited Express Warranty. PUBLIQ warrants that it will perform the computer services described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.

(b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(c) Right to Damages Limited. Under no circumstances will PUBLIQ be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.



10. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

11. Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

12. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. The counterparts to this Agreement may be executed and delivered by facsimile or other electronic means by any one of the parties to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, this Agreement is executed by duly authorized representatives as of the dates set forth below.

PUBLIQ, LLC

JASPER COUNTY 2024-2025

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

AMENDMENT #3 TO THE FOOD SERVICE AGREEMENT

This Amendment is made and entered into by and between Jasper County ("Client"), and Summit Food Service, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain Food Service Agreement (the "Agreement"), effective July 1, 2021;

WHEREAS, the Parties have agreed to extend the Agreement with a pricing adjustment ; and

WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning July 1, 2024.

Payment Arrangement. Per section 7.5 of the Agreement, pricing at section 7.1.A. shall be amended to reflect that Company shall charge and Client shall pay:

Population	Current Price	CPI %	New Price
Less than 49	TBN		TBN
50-54	\$6.0656	5.0%	\$6.369
55-59	\$5.5719	5.0%	\$5.850
60-64	\$5.1613	5.0%	\$5.419
65-69	\$4.8153	5.0%	\$5.056
70-74	\$4.5177	5.0%	\$4.744
75-79	\$4.2605	5.0%	\$4.474
80-84	\$4.0356	5.0%	\$4.237
85-89	\$3.8372	5.0%	\$4.029
90-94	\$3.6607	5.0%	\$3.844
95-99	\$3.5097	5.0%	\$3.685
100-104	\$3.3713	5.0%	\$3.540
105-109	\$3.2456	5.0%	\$3.408
110-114	\$3.1325	5.0%	\$3.289
115-119	\$3.0288	5.0%	\$3.180
120-1000	\$2.9341	5.0%	\$3.081

2. **Payments Due Dates, Method and Late Payment Penalty.** Section 7.2 of the Agreement shall be modified to include the following language:
Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of

delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received.

3. **Future Pricing.** Section 7.5 of the Agreement shall be amended to the following language:
Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: five percent (5%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home, or the changes in the Market Basket of Products. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.
4. **Change in Conditions.** Section 7.4 of the Agreement shall be modified to include the following language:
If Company sustains increases in its operational costs (e.g. product or labor costs), Company, with written notification to Client, may increase its prices for items to recover such increased costs.

This Amendment is effective as July 1, 2024. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

CLIENT: Jasper County

COMPANY: Summit Food Service, LLC

Signature: _____

Signature: _____

Name: _____

Name: Brittany Mayer-Schuler

Title: _____

Title: President

Date: _____

Date: _____

FOOD SERVICE AGREEMENT

This Food Service Agreement is made and entered into by and between Jasper County, a South Carolina Government Entity ("Client"), and Summit Food Services, LLC a Limited Liability Company ("Company") (collectively "the Parties").

1. TERM AND INTENT

- 1.1 Client grants Company the exclusive right to provide Food Service, to operate the Food Service Facilities, and to provide to Client, employees, guests and other persons at the Premises such Food Service and Products.
- 1.2 This Agreement shall commence on July 1, 2021 (the "Commencement Date") or sooner if mutually agreed upon in writing by both of the Parties. The Agreement will remain in effect through June 30, 2022. The Agreement shall automatically renew for additional like periods upon mutual consent, unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiration date or unless this Agreement is otherwise terminated as set forth herein.

2. DEFINITIONS

- 2.1. **Accounting Period.** Company's accounting calendar is based on an accounting cycle consisting of three (3) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.
- 2.2. **Agreement.** In order of precedence: (i) this Food Service Agreement, Exhibits and Schedules, as amended and, where specifically included by reference, (ii) the Company's Proposal and (iii) the Solicitation.
- 2.3. **Food Preparation Equipment.** Equipment or appliances reasonably necessary for Food Service including, without limitation, stove, oven, sink, refrigerator, microwave, mixer, steamer, slicer, freezer and fire extinguishing equipment that is in good condition and of a commercial grade.
- 2.4. **Food Service.** Operations and Products to be provided by Company in accordance with this Agreement related to the preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises.
- 2.5. **Food Service Facilities.** Space for Company to prepare and perform Food Service at the Premises including, without limitation, kitchen, dining, service, office and storage areas.
- 2.6. **Governmental Rule.** Any statute, law, rule, regulation, ordinance or code of any governmental entity (whether federal, state, local or otherwise).
- 2.7. **Office Equipment.** All office items reasonably necessary for Company staff to perform office-related functions at the Premises including, without limitation, furniture (e.g. desk, chair, file cabinet), equipment (e.g. computer, phone, data/high speed internet lines), parking spaces and locker/break room facilities.
- 2.8. **PCI Standards.** All rules, regulations, standards or guidelines adopted or required by the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information.
- 2.9. **Premises.** The Client's food service facility (ies) located at 12608 Jacob Smart Blvd. Ridgeland, SC 29936.
- 2.10. **Products.** Food, beverages, goods, merchandise, and supplies.

- 2.11. **Proprietary, Confidential and Trade Secret Information.** Items used in Company Food Services (owned by or licensed to Company) including, without limitation, menus, signage, surveys, Software (i.e. menu systems, food production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, provided, however that the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the Client.
- 2.12. **Servicewares.** Items used in the service of food and beverages including, without limitation, chinaware, glassware, silverware, disposables, trays, and carts.
- 2.13. **Smallwares.** Items used in the preparation of food including, without limitation, pots, pans and kitchen utensils.
- 2.14. **Supervisory Employee.** Those persons who have directly or indirectly performed management or professional services on behalf of Company for the Client at any time during this Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook or dietitian.
- 2.15. **Utilities and Amenities.** All utilities reasonably requested by Company to provide Food Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, hazardous waste removal, garbage removal services, exterminator services, telephone services, internet access, and sewage disposal services.

3. FOOD SERVICES

- 3.1 **Food Service.** Company will oversee Food Services at the Premises which shall include, without limitation, preparation and service of food and beverages to Client's employees, staff and guests.
- 3.2 **Program Specifications.**
 - A. **Menu.** Company will utilize the menu submitted at the time of proposal, adjustments to the menu may require additional changes.
 - B. **Medical Meals.** Company shall provide Medical Meals upon request.
 - C. **Religious Meals.** Company shall provide Religious Meals upon request.
 - D. **Holiday Meals.** Company shall provide Holiday Meals upon request.
 - E. **Kosher Prepackaged meals.** Company shall provide Kosher prepackaged meals upon request.
 - F. **Special Functions/Catering.** Company shall provide Food Service for special occasions, including Client's conferences, dinners, meetings, parties and other functions, as well as catering services to employees, guests and outside groups in connection with this Agreement. Fees for these services shall be governed by the menu, manner and time of service, and shall be established by mutual agreement of Company and Client or the party sponsoring the Special Function.
 - G. **Locations.** Company shall operate and manage Food Services at the Premises and locations as the Client and Company mutually agree.
 - H. **Hours.** Company shall provide necessary Food Services at such hours as the Client and Company mutually agree.

- 3.3 **Purchasing.** Company shall purchase those Products and supplies necessary to comply with Company's obligations as set forth in this Agreement from Company's approved vendors that meet Company's guidelines and requirements.
- 3.4 **Inventory.** Company will purchase and own all inventories of food, beverages, and supplies. Upon termination of this Agreement for any reason, at Company's option, (i) Company may remove and retain any remaining Product inventory.
- 3.5 **Cleaning.** Company and Client shall be jointly responsible for housekeeping and sanitation in the food preparation, storage and service areas of Premises. Company shall perform routine cleaning and housekeeping in the food preparation and service areas. Client shall perform major cleaning including, without limitation, stripping and waxing floors, cleaning walls, windows, fixtures, ceilings, electric light fixtures, grease traps, hoods and vents, duct work, plenum chambers, pest control and roof fans throughout the Food Service Facilities as defined herein. Client shall be responsible for setting up and cleaning the Premises for functions not managed by Company, in addition to any related charges. Client shall be responsible for removal of refuse from the collection areas and all refuse removal charges.

4. EMPLOYEES

- 4.1. **Employees.** Company shall hire employees necessary for its performance of this Agreement. Persons employed by Company will be the employees of Company and not of Client. Company's employees and agents shall comply with applicable rules and regulations concerning conduct on the Client's premises which the Client imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws. Client agrees to provide Company notice of any proposed changes in rules, at least thirty (30) days prior to implementation. Company will consider Client's written requests to remove Food Service employees, provided such requests are non-discriminatory and comply with all laws and regulations governing employment.
- 4.2. **Existing Employees; Employment Terms; Employee Pension and Benefit Plans.** Company in its sole discretion may elect to hire any managers or employees of Client or Client's incumbent foodservice provider (collectively, "Existing Employees") who are qualified, available and willing to provide Food Service at the Premises. Company shall have the authority to establish the terms of employment for all current Company managers and employees (including Existing Employees that Company may elect to hire in connection with this Agreement). Client represents that such Existing Employees are not represented by a union and are not entitled to be paid a living or prevailing wage under any Governmental Rule or agreement.
- 4.3. **Wages and Hours.** Company shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Company's employees. Client shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Client's employees.
- 4.4. **Payroll Taxes.** Company shall be responsible for all withholding and payroll taxes relative to Company's employees. Client shall be responsible for all withholding and payroll taxes relative to Client's employees.
- 4.5. **Background Checks.** Company shall conduct and Client shall be responsible for all cost of necessary background checks as required by law.

4.6. **Equal Opportunity and Affirmative Action Employer.** Company abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation or national origin. Company employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.

~~4.7.~~

5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT

- 5.1 **Premises.** The Premises shall be in good condition and maintained by the Client to ensure compliance with applicable Governmental Rules and to enable Company to perform its obligations hereunder. Client shall be responsible for any modifications or alterations to the workplace or the Premises necessary to comply with any applicable Governmental Rules. Company shall have no obligation to maintain or repair the Premises.
- 5.2 **Equipment.** Without limiting the foregoing, Client shall permit Company to use all of the Client's Food Preparation Equipment in the performance of Food Service. The Food Preparation Equipment provided by Client shall be commercial grade, in good condition and shall be maintained, repaired and replaced by Client to permit the performance of the Food Service and to ensure compliance with applicable Governmental Rules. Company and Client shall inventory Client's current Equipment within thirty (30) days after the Commencement Date. Company shall take reasonable care of all Food Preparation Equipment under its custody and control, provided that the foregoing shall not limit Client's obligation to maintain, repair and replace (as necessary) the Food Preparation Equipment. If Client fails to make necessary repairs or replacement to equipment within a reasonable amount of time, Company shall have the right to effect equipment repairs or replacements equal to or less than \$10,000 in the aggregate at Client's expense. Expenditures greater than \$10,000 in the aggregate must be approved by the County Council. Company shall retain title to equipment hereunder and shall be entitled to assert a security interest in any equipment that it purchases or repairs under this section provided that once the cost of the purchased equipment or equipment repair has been recovered, Company shall release the security interest and title for any such purchased equipment to Client.
- 5.3 **Facilities, Utilities.** At its own expense, Client shall maintain, repair, replace, and keep in safe operating condition said Facilities and Utilities, to permit the performance of the Food Service and to ensure compliance with Governmental Rules.
- 5.4 **Smallwares and Servicewares.** At its own expense, Client shall furnish Company with the appliances, wares and equipment reasonably requested by Company including all Cooking Equipment, Smallwares and Servicewares.

6. LICENSES, PERMITS AND TAXES

- 6.1 **Licenses and Permits.** Company shall procure, maintain and post the food licenses and permits as required by law. Client represents and warrants that it has and will maintain all other licenses and permits necessary to operate the Premises and the Food Services. The Client agrees to notify Company immediately upon receiving notice of loss of any such permit or license.

6.2 **Taxes.** Company shall be responsible for collecting and remitting sales tax on applicable sales collected by Company. Unless Client provides documentation of Client's federal and state tax-exempt status to the Company's sole satisfaction, Client shall reimburse Company for state and local sales tax on the full amount of charges and fees billed to the Client. Client shall secure and pay all federal, state and local property, excise and income and other taxes and fees required for the Premises and resulting from the Food Services provided for hereunder. Client shall immediately pay for any tax assessments including interest, penalties, costs and expenses, which are assessed against the Food Service operation and were not in effect as of the Commencement Date or were owed but unpaid as of the Commencement Date. Client shall notify Company promptly should its sales tax status be changed.

7. FINANCIAL ARRANGEMENTS

7.1 Payment Arrangement.

- a. **Scaled Rate.** Client shall pay Company the rate per Meals (including medical meals) prepared.

Inmate Population	Rate
0 – 50	TBN
50 – 54	\$5.259
55 – 59	\$4.831
60 – 64	\$4.475
65 – 69	\$4.175
70 – 74	\$3.917
75 – 79	\$3.694
80 – 84	\$3.499
85 – 89	\$3.327
90 – 94	\$3.174
95 – 99	\$3.043
100 – 104	\$2.923
105 – 109	\$2.814
110 – 114	\$2.716
115 – 119	\$2.626
120+	\$2.544

The rate shall not include charges for, religious meals, supplements, cleaning supplies, equipment purchases or repairs.

- b. **Religious Meals, Supplements etc.** In the event there are Religious Meals, Supplements or any other requested meal outside of the regular inmate tray, the parties shall negotiate pricing for such items/meals.

C. **Service and Pricing Assumptions.** The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on the following assumptions:

1. Population:
2. Average Sales:
3. Hours of Operation:
4. Purchasing: Company will make purchases on behalf of the Client at a level similar to that in place at the Commencement of this Agreement.

To the extent any of the basic assumptions change or if Client requests a significant change in Services as provided under this Agreement, the Company's base rate shall be proportionately increased, unless the Parties otherwise mutually agree otherwise.

- 7.2 **Payments Due Dates, Method and Late Payment Penalty.** Company shall issue an invoice at the end of each week (which shall run Saturday through Friday day) showing the amounts due. Client shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. In the event payment is not made within thirty (30) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law. The right of Company to charge the finance charge shall not be construed as a waiver of Company's normal entitlement to receive timely payment as set forth herein.
- 7.3 **Right to Offset.** In the event that Client is more than thirty (30) days past due on any obligations to Company, Company shall have the right to offset, from any other sums owed by Company to Client, all or any portion of such outstanding receivables. Additionally, Company shall have the right, at Company's option, at any time that Client is over thirty (30) days past due on any obligations require that Client pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due Company for that Accounting Period. The estimated amount shall be adjusted and reconciled to the actual amount in the next prebilling invoice, or if Client is no longer past due on its obligations to Company, with the next invoice due hereunder. Further, Company shall have the right to immediately adjust hours, prices, labor and menu offerings to further off-set any losses.
- 7.4 **Change in Conditions.** The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase or decrease in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges.
- 7.5 **Future Pricing.** Pricing adjustments shall be made on an annual basis and shall be agreed upon by the parties at a rate no less than the greater of: three percent (3%) or the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away From Home. Up to ninety (90) days prior to the anniversary of the Commencement Date, Company shall provide Client notification of the adjustment. On the

anniversary date, Company proposed adjustments shall go into effect, unless the Parties have entered into a written agreement with an alternative cost adjustment.

- 7.6 **Attorney's Fees and Costs.** Client shall pay all costs of collecting any amount due Company, including attorney's fees and all costs and other expenses incurred by Company in collecting an indebtedness of Client. Company shall pay any attorney fees, costs and other expenses of the client in enforcing any term of this agreement, if Client is the prevailing party. This provision shall survive the termination of the Agreement.

8. TERMINATION OF THE AGREEMENT.

- 8.1 **Termination for Non-Performance.** If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance as set forth in this Agreement, the party claiming such deficiency shall provide the breaching party written notice of any such breach. If the breaching party remedies such breach within (i) ~~three (3)~~ thirty (30) days in the case of failure to make payment when due, (ii) fifteen (15) days in the case of any other breach, or (iii) a reasonable time where cure is not possible within fifteen (15) days (collectively the "Notice Period"), the notice shall be null and void. If the breaching party fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.
- 8.2 **Voluntary Termination.** At any time after one year of service, either Party may terminate this Agreement with or without cause by written notice to the other party given not less than sixty (60) days prior to the effective date of termination.
- 8.3 **Steps Upon Termination.** Upon the termination or expiration of this Agreement, Company shall vacate the Premises occupied by Company and shall remove its own equipment and return equipment furnished by Client pursuant to this Agreement. Upon termination of this Agreement, Company shall surrender the then-current Food Preparation Equipment to Client in the condition as it was delivered on the Commencement Date (or, if later, in the condition in which such Food Preparation Equipment was placed into service), excepting ordinary wear and tear, damage resulting from Client's failure to maintain the Food Preparation Equipment and other damage (including damage caused by force majeure) for which Company is not responsible hereunder.
- 8.4 **Continuing Obligations.** The termination of this Agreement shall not affect the rights, privileges, or liabilities of the Parties as they exist as of the effective date of termination. All outstanding amounts owed to Company shall become due and payable immediately upon termination. If, at Client's request, Company enters into agreements with one or more third parties in connection with its management of Client's Food Service operations (collectively, "Third Party Agreements"), Client agrees, at Client's sole cost and expense, to: (i) assume and undertake (or cause to be assumed and undertaken by the Food Service provider succeeding Company) all responsibilities of Company under all Third Party Agreements from and after the date this Agreement expires or is earlier terminated; (ii) release Company from all liability associated with such Third Party Agreements from and after the date this Agreement expires or is earlier terminated; and (iii) bear all liability and responsibility with respect to any costs, fees and other charges associated with termination of such Third Party Agreements. This Paragraph shall survive the termination or expiration of this Agreement.

9. INDEMNIFICATION; INSURANCE

- 9.1 **Insurance.** Both Client and Company shall maintain their own insurance on their respective real property, equipment and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.
- A. **Client Insurance.** Client shall procure and maintain insurance for the Premises, the Food Preparation Equipment and any Smallwares, Servicewares and food and beverage inventory against all loss or damage as insured against under a commercial property causes of loss – special form policy (or any successor policy form).
- B. **Company Insurance.** Company shall procure and maintain the following insurance:
1. Worker's Compensation Insurance as prescribed by the laws of the state where the Premises are located; and
 2. Comprehensive General Liability Insurance, with limits of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement.
- 9.2 **Subrogation.** Client and Company waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal death or injury. Company shall not be liable to the Client, in any way for damage to the Facilities or Premises caused by reason of fire, or other hazard, however caused, or by the reason of an act of God.

10. GENERAL AGREEMENT TERMS

- 10.1 **Confidentiality.** Neither Client, nor Client's employees or agents, shall disclose, photocopy, duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential and Trade Secret Information, without Company's prior written permission. All Proprietary, Confidential and Trade Secret Information shall remain Company exclusive property. Client's access or use of Company Proprietary, Confidential and Trade Secret Information or Software shall not create any right, title, interest or copyright in such Information or Software. If Client is requested to disclose any of the Confidential Information to any third party for any reason, Client shall provide Company with prompt notice of such request(s). Upon termination of this Agreement, Client shall return all Company Proprietary, Confidential and Trade Secret Information in Client's possession relating to Company's services pursuant to this Agreement. Client agrees that upon breaching this provision, Company shall be entitled to equitable relief, including injunction or specific performance, in addition to all other available remedies. This provision shall survive the termination of the Agreement.
- 10.2 **Intellectual Property.** Nothing in this Agreement is intended to grant any rights to Client under any patent, copyright, trademark, trade name, trade secret or other proprietary right of Company (whether now owned or hereafter developed or acquired), all of which are reserved to Company.
- 10.3 **HIPAA Compliance.** The parties agree to abide by applicable HIPAA requirements as set forth in Exhibit A.

- 10.4 **Independent Contractor Relationship.** It is mutually understood and agreed, and it is the intent of the Parties, that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Employees of Company are not, nor shall they be deemed to be, employees of Client. Employees of Client are not, nor shall they be deemed to be, employees of Company.
- 10.5 **Notice.** Any notice required under this Agreement shall be deemed to have been sufficiently provided when delivered by hand, or three days after being sent by certified or registered mail return receipt requested, or by overnight delivery service with receipt of delivery, provided such delivery is to the parties at the following addresses:
- | | |
|--------------------------------|---------------------------|
| Jasper County Detention Center | Summit Food Services, LLC |
| 12608 Jacob Smart Blvd. | 500 East 52 Street N |
| Ridgeland, SC 29936 | Sioux Falls, SD 57104 |
- 10.6 **Excused Performance.** If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God, or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.
- 10.7 **Assignment or Transfer.** Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld. Provided, however, that this shall not apply to Company's transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.
- 10.8 **Entire Agreement; Waiver.** This Agreement, including any Exhibits hereto, constitutes the entire Agreement between the Parties with respect to the provisions of Company's services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Company and Client. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Company Food Services.
- 10.9 **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.
- 10.10 **State Guidelines.** Client hereby agrees that the validity and construction of this Agreement shall be governed by South Carolina law. Should a lawsuit be necessary to enforce this Agreement, Client hereby waives any objection to venue or personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in South Carolina. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof.

- 10.11 Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.
- 10.12 Severability.** Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
- 10.13 Authority.** Company and Client represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the full power and authority under all applicable laws and respective articles of incorporation, bylaws or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

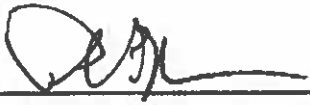
CLIENT

Signature: _____

Name: _____

Title: _____

Date: _____



AARON P. FULGHUM

COUNTY ADMINISTRATOR

9-24-21

COMPANY

Signature: _____

Name: _____

Title: _____

Date: _____

JUST APPRAISED

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into effective as of July 1, 2024 (the "Effective Date") between Just Appraised Inc., with a place of business at 2261 Market Street #4074, San Francisco, CA 94114 ("Company"), and the undersigned Customer ("Customer").

BACKGROUND

- A. Company provides one or more software-as-a-service applications designed to facilitate document processing (collectively, the "Platform").
- B. Company also provides support and maintenance services related to its platform, and may offer consulting, implementation and other professional services.
- C. Customer wishes to utilize the Platform and related services as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. PLATFORM ACCESS

1.1 Subject to the terms and conditions of this Agreement, Company hereby grants Customer and its Users a non-exclusive, non-transferable (except for permitted assignments under Section 9) right, during the Term (as defined below), to access and use the Platform solely for Customer's internal business purposes in accordance with the applicable Order Form. As used herein, "User" means an employee, representative, consultant, contractor or agent of Customer who is authorized to use the Platform and has been supplied a user identification and password by Customer (or by Company at Customer's request).

1.2 As used herein, "Order Form" means a quote, order form in substantially the form attached as Exhibit A, or other ordering document detailing the Customer's access to the Platform and any associated fees therefore and any transaction-specific terms and conditions. Upon mutual execution (or, in the case of quotes, confirmation and placement of the order by Customer), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. If the parties agree, an Order Form may be used in connection with, or in lieu of, an SOW (as defined below).

1.3 As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Customer may only allow that number of Users as is specified in the applicable Order Form(s) to use the Platform at any one time. Customer acknowledges that Company may include in its Platform functionality to track the number of active

Users and to disallow use by more than the authorized number of Users. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and shall promptly notify Company of any known unauthorized use. Customer will ensure that (a) all Users given access to the Platform have the right to access the information and Customer Data made accessible to them by Customer through the Platform and (b) any User granting Company access to any Customer Data has the right and authority to grant such access.

2. SUPPORT AND PROFESSIONAL SERVICES

2.1 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

2.2 In connection with Customer's use of the Platform, Company and Customer may agree in an Order Form and/or a separate mutually executed Statement of Work (an "SOW") upon training, implementation, consulting or other professional services to be performed by Company (collectively the "Professional Services"). Customer agrees to provide Company with any required Customer materials needed for Company to perform the Professional Services, and hereby grants Company a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Company to perform the Professional Services. Company will use commercially reasonable efforts to meet any schedules set forth in an SOW or Order Form, and Customer agrees to cooperate in good faith to allow Company to achieve completion of such Professional Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks

by Customer or by a third party outside of Company's control, any projected dates for accomplishing such milestones will be approximately adjusted to reflect any changes in such tasks. Company retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to Customer during the course of performing Professional Services (collectively, "Deliverables") ((i) and (ii) being collectively referred to herein as the "Professional Services IP"), unless otherwise specified in the applicable Order Form or SOW. Company hereby grants to Customer and its Users, a non-exclusive, non-transferable (except for permitted assignments under Section 9), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with Customer's use of the Platform. Customer may not copy, modify, or otherwise create derivative works of any Deliverables without Company's prior written consent in each case.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer and its Users will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, copy, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Platform); (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available to any third party, except for Users; (iv) use the Platform to send spam or unsolicited messages, collect data regarding others without their consent, transmit unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar or obscene material or material harmful to minors, transmit viruses or other harmful computer code; (v) attempt to interfere with or disrupt the performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform or networks related to the Platform; (vii) interfere with another's use of the Platform; (viii) create "links" to or from the Platform, or "frame" or "mirror" any of Company's content; (ix) use the Platform in any manner or for any purpose that is unlawful under applicable laws; (x) access the Platform to build a competitive service, reproduce features of the Platform, or resell the Platform; or (xi) remove any proprietary notices or labels from the Company IP (as defined below).

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any

other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement

3.3 Customer represents, covenants, and warrants that Customer will use the Platform only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Platform. Although Company has no obligation to monitor Customer's use of the Platform, Company may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.

3.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Platform or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed

without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 During the Term, Customer will provide, or otherwise make available, to Company the Customer Data. As used herein, "Customer Data" means all data and other information that is provided to Company through Customer's use of the Platform or is otherwise made available to Company by Customer (or at the direction of Customer). Customer Data may be provided or made available to Company directly by Customer or indirectly by authorizing Customer's third-party vendors to provide such Customer Data to Company. Customer hereby grants to Company a non-exclusive, non-transferable, non-sublicensable, royalty-free, paid-up, revocable, perpetual license to use, copy, execute, reproduce, display, perform, disclose, distribute and prepare derivative works of the Customer Data for the purposes of (i) providing the Platform and Professional Services to Customer, and (ii) to improve and develop the Platform, Professional Services and Company's other products and services. Customer represents and warrants that it has all necessary rights, consents, approvals and authorizations to collect, process, disclose, license, use and give Company access to the Customer Data as contemplated by this Agreement.

4.3 Company shall own and retain all right, title and interest in and to (a) the Platform and Software, all improvements, enhancements, derivative works, or modifications thereto, (b) all Professional Services IP, (c) any data that is based on or derived from the Customer Data (including derivative works of the Customer Data), and (d) all intellectual property rights related to any of the foregoing (collectively, the "Company IP").

4.4 Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and Professional Services rendered to Customer and related systems and technologies (including, Customer Data and data derived therefrom), and Company will be free (during and after the Term as applicable) to use and disclose such information and data (a) to improve and enhance the Platform, and (b) for other development, improvement, diagnostic and corrective purposes in connection with providing the Platform and other Company offerings to Customer and to third parties.

4.5 During the Term, Customer may provide Company with feedback concerning the Platform and/or Professional Services, or Customer may provide Company with other comments and suggestions for new products, features, or improvements (collectively, "Feedback"). Customer acknowledges that Company will own all right, title, and interest in and to the Feedback, and Customer hereby irrevocably transfers and assigns to Company all of its right, title and interest in such Feedback, including all intellectual property rights therein. At Company's request and expense, Customer agrees to execute documents or take such further actions as Company may reasonably request to help Company acquire, perfect, and maintain its rights in the Feedback. All Feedback provided by Customer to Company

shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Company with any Feedback under this Agreement.

5. PAYMENT OF FEES

5.1 Customer will pay Company the then applicable fees described in the Order Form(s) and SOW(s) for the Platform and Professional Services in accordance with the terms therein (the "Fees"). License Fees (as defined in the applicable Order Form) will be invoiced annually promptly following the start of the Initial Term (as defined in the applicable Order Form) and each annual anniversary thereof, and such invoices will be paid in accordance with Section 5.2 below. Unless an Order Form or SOW provides otherwise, any initial Implementation Fees, Training Fees and/or Integration Fees (collectively, "Professional Services Fees") specified in the Order Form or an SOW will be invoiced promptly following the Effective Date of the applicable Order Form and/or SOW and will be paid in accordance with Section 5.2 below. Any subsequent Professional Services Fees will be invoiced and paid in accordance with the applicable Order Form and/or SOW If Customer's use of the Platform exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term (as defined in the applicable Order Form) or then current Renewal Term (as defined in the applicable Order Form), upon thirty (30) days prior notice to Customer (which may be sent by email), provided that such increases shall not exceed any limitations on increases specified in the Order Form. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.2 Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Platform other than U.S. taxes based on Company's net income.

6. TERM AND TERMINATION

6.1 The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided herein, will continue in effect for so long as there is an Order Form or SOW outstanding (the "Term"). Each Order Form (including Customer's obligation to pay the applicable License Fees) will

automatically renew as set forth therein. Neither SOWs nor those portions of Order Forms that Customer uses to order Professional Services will automatically renew.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement (or an Order Form or SOW) with written notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement (or an Order Form or SOW) and does not cure such breach within thirty (30) days of receiving written notice of such breach from the other party. Customer will pay in full for the Platform up to and including the last day on which the Platform is provided.

6.3 Sections 4, 5, 6.3 and 7-9 will survive expiration or termination of this Agreement for any reason.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform and shall perform the Professional Services in a professional and workmanlike manner. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR

TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE PLATFORM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the state of South Carolina without regard to its conflict of laws provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request. Company shall have the right to display Customer's name and logo on Company's website(s). In the event of a conflict between this Agreement and any Order Form or SOW, the Order Form or SOW will supersede. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, authorized representatives of the undersigned have executed this Agreement effective as of the Effective Date.

JUST APPRAISED INC.

CUSTOMER: JASPER COUNTY, SC

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A
JUST APPRAISED
SAAS SERVICES ORDER FORM (DEEDS)

This Order Form is effective as of July 1, 2024 (the "Order Form Effective Date") and is governed by the terms and conditions of the SaaS Services Agreement entered into by Just Appraised Inc. and the undersigned customer on July 1, 2024 (the "Agreement"). By signing this Order Form, Customer expressly agrees to be bound by the terms of conditions of the Agreement, which are incorporated herein by reference. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement. If there is an inconsistency or conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

Customer: Jasper County, SC	Contact: Susan Waite
Address: PO Box 837 358 Third Ave, Rm 215 Ridgeland, SC 29936	Phone: 843-717-3621
	E-Mail: swaite@jaspercountysc.gov
<p>License Fees: \$31,800 per year for the Initial Term (the "<u>License Fee</u>"), to be invoiced in a single lump sum at the beginning of Initial Term and any subsequent Renewal Terms, and paid in accordance with Section 5.2 of the Agreement.</p> <p>After the Initial Term, Company may increase the License Fee in accordance with Section 5.1 of the Agreement.</p> <p>Implementation Fees: \$8,000</p> <p>Professional Services Fees to be invoiced in a single lump sum on the Order Form Effective Date and paid in accordance with Section 5.2 of the Agreement.</p> <p>Service Capacity will not exceed 4000 documents per year.</p>	<p>Initial Term: July 1, 2024 through June 30, 2025. The Initial Term will automatically renew on an annual basis for one-year terms (each a "<u>Renewal Term</u>") unless either party elects not to renew by giving the other party written notice at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as applicable.</p>

JUST APPRAISED INC.

CUSTOMER: JASPER COUNTY, SC

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

EXHIBIT B

JUST APPRAISED

SAAS SERVICES STATEMENT OF WORK (DEEDS)

This Statement of Work ("Statement of Work" or "SOW") is made as of July 1, 2024 (the "SOW Effective Date"), by and between Jasper County, SC ("Customer") and Just Appraised Inc. ("Company") pursuant to the terms and conditions of the SaaS Services Agreement dated July 1, 2024 as amended from time to time (the "Agreement"). This SOW shall be subject to the terms and conditions of the Agreement and is hereby incorporated by reference into the Agreement. Capitalized terms used but not defined in this SOW have the same meanings as provided in the Agreement. Customer and Company are sometimes referred to herein each individually as a "Party" and collectively as the "Parties."

Pursuant to the terms and conditions of the Agreement, and for good and valuable consideration, the adequacy and receipt of which are acknowledged by the Parties, the Parties agree as follows:

1. GENERAL TERMS AND DEFINITIONS

1.1 Contact Information.

Company (Just Appraised Inc.): 2261 Market Street #4074, San Francisco, CA 94114

Customer (Jasper County, SC): PO Box 837, 358 Third Avenue, Rm 215, Ridgeland, SC 29936

1.2 Service Location Information. Company will perform the Professional Services remotely.

1.3 CAMA System: the main system of record used by Customer, where property ownership records are maintained. Customer uses Publiq.

1.4 Clerk/Recorder/Registrar System: the main system of record used by Customer's Clerk/Recorder/Registrar, where official records are maintained. Clerk/Recorder/Registrar uses Courthouse Computer Systems..

2. SCOPE OF SERVICES

2.1 Overview.

Company will work with Customer to provision Company's Transfer of Ownership and Sales Coding application for Customer's Property Tax Deeds Department. Company's Platform extracts data from recorded documents and creates a workflow that allows staff members to process the transactions more quickly.

Within this Statement of Work, Company will work with Customer to:

- Introduce and train functional users on the Platform (Phase 1)
- Satisfy all technical requirements needed to develop, configure and deploy the Platform (Phase 2)
- Understand Customer's needs and identify any customizations needed to Platform (Phase 3)
- Review customizations with Customer, conduct User Acceptance Testing, and complete the roll out of the application (Phase 3)

2.2 Data Exchange Mechanisms.

The following ongoing data exchange mechanisms are covered under this Statement of Work:

#	Item	Agreed Upon Method
1	Recorded document image access from the Clerk	Customer is responsible for providing login username and password to the Company for the software where they access Deeds. Company is responsible to build a service to gather deeds on an ongoing basis.
2	Transfer of full parcel and ownership data from CAMA System to Company	Customer is responsible for providing a database username, password, and the IP address of the CAMA System server for use by Company. With this information, Company shall set up direct nightly exports from CAMA System database.
3	Transfer of data for a single deed's transfer information from Company to CAMA System	Customer is responsible for providing a database username, password, and the IP address of the CAMA System server for use by Company. With this information, Company shall set up direct updates to CAMA System database.

Customer agrees to the above methods. Substantial changes to scope beyond what is described in this section will require Company review and may require an amendment to this Statement of Work along with additional fees and/or changes to implementation timeline.

Customer shall provide a name and point of contact from CAMA System Provider at the request of Company.

2.3 Document Data Extraction

Company's Platform automates data extraction from scanned images of deeds documents and affidavits of heirship. Extraction of data from scanned images of other document types (e.g. Divorce Decrees, Death Certificates, Orders, Judgments, Probates, etc.) is out of scope of this Statement of Work, though Platform is able to classify and route these other document types for review by Customer staff.

Extracted data and flags will include only:

Deed Fields

Parcel Match Instrument number Doc Stamp Amount Sale Price All Grantee Names One Grantee Address	Recorded Date Sale Date Book Page Document Type	Metes/Bounds Flag Multi-Parcel Flag Joint Tenancy Flag Tenants in Common Flag Life Estate Flag Partial Interest Flag
---	---	---

2.4 Launch Phases & Timelines.

Completion dates and milestones in this SOW are contingent on Customer's i) timely and substantive participation in all activities described, ii) timely provision of access to all systems and databases as requested, and iii) access to qualified, authorized personnel who can provide all necessary guidance to Company's implementation team with respect to workflows and requirements. Substantial changes to scope beyond what is described in this section will require Company review and may require an amendment to this SOW along with additional fees and/or changes to implementation timeline.

2.4.i Phase 1 - Kickoff Phase.

Once training and introduction to the Platform is complete in the Welcome to Just Appraised Phase, a Launch Project Manager (LPM) is assigned to the project, the LPM will work with the Customer to establish a mutually agreeable date for a kickoff meeting. The kickoff meeting signals the beginning of the kickoff phase. Kickoff phase will be complete once all technical requirements are established and satisfied. Key milestones for the kickoff phase include:

- Holding a kickoff meeting (attendees: Deeds Manager, Deeds User, Mapping Manager, IT Representative, Clerk's Office Representative, Company launch team). Agenda:
 - Meet key stakeholders
 - Discuss objectives for Platform
 - Discuss Customer systems and how Platform will integrate with Customer systems:
 - Deeds access: the attendance of a representative from the Clerk's Office or Clerk Vendor will greatly assist a successful launch
 - IT access: system architecture, IP addresses, permissions
 - Computer-Assisted Mass Appraisal ("CAMA") system
 - Discuss timeline and milestones
- Deeds process discussion and access (attendees: Deeds Manager, Deeds User, Mapping Manager, Company launch team). Agenda:
 - Review agreed upon Deed Access method (per Section 2.2)
 - Understand how deeds documents are routed
 - Understand which stakeholders are involved at each step in deeds processing
 - Obtain access to deed images
- CAMA system access
 - Review agreed upon CAMA System Access method (per Section 2.2)
 - Obtain access to CAMA based on agreed upon methods
- IT access requirements
 - Review agreed upon IT Requirements (per Section 3)
 - Obtain IT requirements

2.4.ii Phase 2 - Launch Phase.

The launch phase begins with assignment of a Solutions Engineer (SE) to the project and scheduling a discovery meeting. The target timeline for completing the launch phase is ten (10) weeks from the completion of the initial discovery meeting. The key activities for the launch phase include:

1. Discovery - The purpose of discovery is to fully understand the Customer's current workflow and requirements in order to design a solution that satisfies those business requirements in the Platform. Some of the discovery activities include:
 - Customer conducting a CAMA system walkthrough with SE to understand how deeds data is handled within Customer systems (e.g. how are names formatted).
 - Business rules conversation to understand how deeds data is handled within Customer systems (e.g. how are names formatted)
 - Creation and Customer approval of a solutions document to conclude discovery. The solutions document will describe:
 - Customer's existing deeds process
 - How Customer's deeds workflow will be automated in Platform, including detailed descriptions of data types, fields, and configurations (including specific document types to be filtered out or displayed using "Data Extract" / "No Data Extract" workflows)
 - Note: Routing and extraction are described in more depth in Section 2.3
 - Extracted data and flags per Section 2.3
 - How Platform output will be reflected in Customer's CAMA system database
 - Note: Limitations on what Company can update in CAMA System are specified in Section 2.5
2. Integration Development & Configuration (ID&C) - during this step of the launch phase, all the integrations will be developed as well as the configuration of Platform in accordance with the Customer approved solutions document. Other activities in this step are:
 - External Design Review meeting:
 - Present customizations to Platform per approved solutions document
 - Gather feedback from Customer stakeholders
 - Company to iterate on customizations to Platform as needed
 - Deed uploads into the Sandbox/Testing environment
3. Advanced User Training - Training on any customizations to the Platform made during the Launch Phase.
4. Technical Internal Testing - the purpose of technical internal testing is for the SE to ensure that the Platform is functioning properly from a technical perspective and is in a state of readiness for User Acceptance Testing (UAT).
 - Activate Platform integration to Customer CAMA system
 - Test Platform workflows with data from Customer CAMA system
5. User Acceptance Testing (UAT) - the purpose of UAT is for the day-to-day functional users to ensure the Platform meets their business needs as determined during discovery and documented in the solutions document.
 - Customer works through test cases provided by SE, documenting results
 - Customer to indicate final acceptance of Platform as implemented for Customer's workflow
6. Go-Live - Launch of Platform for use with live data to conclude the launch phase. Subsequent to Go-Live, Company will conduct:
 - Review of CAMA database updates to confirm Platform is working per solutions document
 - Daily check-in meetings with Customer users of the Platform for 1-2 weeks after launch
 - Introduction to Support, and handoff to Customer Success Manager (CSM) if applicable

2.5 Scope Limitations

The following are not included in the scope of this Statement of Work:

- Extraction of data from any document types not explicitly listed in Section 2.3 is out of scope
- Extraction, from deed documents, of any data fields not explicitly listed in Section 2.3 is out of scope
- Triggering actions within Customer's CAMA system (e.g. generate mailing letters, recalculate) is out of scope
- Updating additional systems apart from Customer's primary CAMA system is out of scope
- Conversion to a new CAMA system (should customer require assistance, a Change Order can be requested)
- Static IP Addresses for outbound connections from Customer network to Company API and SFTP site
- Single Sign On capabilities

3. TECHNICAL REQUIREMENTS

3.1 Requirements

This SOW includes an integration into Customer's CAMA system. In general, Company requires access to a pre-production or "test" CAMA environment for testing prior to deploying Platform in a CAMA production environment, in addition to access to the production CAMA environment.

The following are required to successfully execute the integration:

- Provisioning of virtual servers for Company to install integration services
- On-premise access to Customer's network to the provisioned virtual servers
- Read/write access to Customer's CAMA database (production and test)
- Trace permissions on the CAMA database for conducting a detailed step-by-step examination of how changes in the CAMA UI correlate to changes in the CAMA database
- IP address of database server
- Ability to connect to Just Appraised SFTP site from on-premise servers over port 22
- Ability to connect to Just Appraised API endpoints from on-premise servers over port 443
- Ability to connect to CAMA Database Server from on-premise servers

Note: Platform requires connections to tools to: provide client-side analytics (e.g. user bounce rate, etc.), monitor Platform performance (e.g. page load time, etc.), monitor errors (e.g. automatically identify specific information about bugs, etc.), and manage logs. These tools may include externally-hosted industry-standard services.

4. FEES AND PAYMENT

As consideration for the Professional Services provided by Company under this SOW, Customer shall pay Company the Professional Services Fees specified in the Order Form. Such fees shall be invoiced and paid in accordance with Section 5 of the Agreement.

5. SOW TERM

The term of this SOW begins on the SOW Effective Date and shall continue through December 31, 2024.

[Signatures Appear on Following Page.]

By signing below, the Parties acknowledge and agree to all of the terms and conditions of this SOW, including the scope and timeframe of the work identified herein.

IN WITNESS WHEREOF, authorized persons representing each Party have executed this Statement of Work as of the SOW Effective Date.

JUST APPRAISED INC.

CUSTOMER: JASPER COUNTY, SC

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:



Contract For Services

GlobalKynect Solutions, LLC (GKS) is a veteran own cyber security company that provides a thorough analysis of an organization's infrastructure, technical, administrative and managerial controls, validation of systems and security compliance against Federal and industry standard for protecting the availability, confidentiality and integrity of their data.

GKS has combined experience of over 80 years of expertise in Cyber Security operations with active top-level security clearances. Benefits of selecting GKS for this Information Technology (IT) Project include:

- Cost effective IT/Cyber Security solutions
- Deep domain knowledge and expertise in implementing and managing Cyber Security Solution
- Talented team of Cyber Security engineers with impeccable references and past performance in DoD, civilian and military service

GKS Cyber Security and Information Technology firm is pleased to provide this Cyber Security support contract to Jasper County, SC located 198 2nd Avenue Ridgeland, SC 29936. The Cyber Security project hereinafter referred to as "Cyber Security Project JASPER COUNTY, SC."

By the signature of the Jasper County (JC), authorized representative hereunder, this three (3) year Cyber Security contract constitutes GKS's formal offer to provide the services and/or deliverable described herein, and Jasper County's acceptance of the offer.

1. Executive Summary

GKS initial discussion revealed that JC has never conducted an in-depth vulnerability assessment or pen test performed against implemented Information Systems (IS) protection controls, which through discussion revealed the potential cyber security and privacy protection risk.

The JC Information Systems IS host sensitive and contains personal identifiable information (PII) such as social security numbers; financial and contractual information.

GlobalKynect previous site visit revealed potential cyber security threats may exist due no continuous monitoring and vulnerability assessments of network assets and mitigation program. GlobalKynect purpose to assess and implement a cyber security program to identify cost base security solutions to harden Jasper County systems and information.



GKS can provide cyber security support in hardening JC identified core areas of concern. The Cyber Security Project Plan would create and foster a robust security architecture and Cyber Security Program while mitigating potential legal liabilities and data exposure. GKS can provide guidance in implementing a roadmap to develop administrative, technical and operational protection countermeasures:

Jasper County, SC has identified a need for Cyber Security and has requested a qualified cyber security support services to perform the statement of work defined in Task 1 and 2 of this proposal.

2. Statement of Work

GKS will provide the following services in support of the JC Cyber Security Program:

Task 1: Jasper County Cyber Security Program –

Deliverable	Type	Date
Network Boundaries and segment	Administrative	Within 30 days of award; and after as required
*Vulnerability Assessment Reports	Technical	10 th of each month
Security Control Traceability Matrix (SCTM)	Administrative	Within 30 days of award; and after as required
Continuous Monitoring Plan	Administrative	Within 4 months of award; and after as required
Incident Response Plan	Administrative	Within 60 days of award; and after as required

*** JC shall procure Tenable Nessus Security Center, Vulnerability Tool**



Task 2: Information System(s) Cyber Security Plan-

Deliverable	Type	Date
*SC Cyber Security Polices	Administrative	Within 6 months of award; and after as required
System Security Plan (SSP)	Administrative	Within 6 months of award; and after as required
Continuous Monitoring Plan	Administrative	Within 4 months of award; and after as required
Continuous Monitoring Assessment	Technical	1rd of protection controls annually of 3 yrs

****Assumption: GKS has received updated Network diagrams and State and local governance material***

3. Standards of Performance

GKS agrees to perform the below services in accordance with generally accepted industry standards and standard of care GKS's services are limited to its completion of the tasks and activities listed in Task 1 and 2, Statement of Work, and are in no way intended to guarantee or warrant compliance with any applicable law, regulation, policy or other requirement that may apply to Jasper County, SC's business. Jasper County, SC agrees that GKS shall not be responsible for any contractual or other legal action that may arise or relate to Jasper County, SC's IT assets or information systems other than breach of contract for failure to provide the deliverables set forth in Task 1 and 2, Statement of Work in accordance with generally accepted industry standards and standard of care.

4. Pricing

a. The total estimated price for the Cyber Security Program Project is \$175100 per year. The total estimated annual hours per year is 1920 hours. GKS will document the expenditure of hours and bill accordingly. GKS reserves the right to charge for additional hours beyond the estimated hours at the rate of \$91.20 hour in the event one of the following conditions occurs: JASPER COUNTY, SC requests additional scope items not set forth in Task 1 and 2, above; or JASPER COUNTY, SC discloses or GKS discovers a condition in



JASPER COUNTY, SC's existing systems that increases the cost or time to perform scope items set forth in Task 1 and 2 by more than 15% of the original estimate.

Any increase shall be discussed with and approved by Jasper County before undertaking the additional work.

b. The Cybersecurity Project payment terms are NET 30. Twelve (12) total payments will be made by Jasper County, SC. The payments will be disbursed quarterly and payable in U.S. Dollars. The payment schedule is as follows:

2024 Payment Schedule

1 st payment due July 2024	<u>\$43775</u>
2 nd payment due October 2024	<u>\$43775</u>

2025 Payment Schedule

3 rd payment due January 2025	<u>\$43775</u>
4 th payment due April 2025	<u>\$43775</u>
5 th payment due July 2025	<u>\$43775</u>
6 th payment due October 2025	<u>\$43775</u>

2026 Payment Schedule

7 th payment due January 2026	<u>\$43775</u>
8 th payment due April 2026	<u>\$43775</u>
9 th payment due July 2026	<u>\$43775</u>
10 th payment due October 2026	<u>\$43775</u>

2027 Payment Schedule

11 th payment due January 2027	<u>\$43775</u>
12 th payment due April 2027	<u>\$43775</u>

*Based upon submission of documentation confirming the hours expended
All payments will be invoice by GKS 5 days prior to the due dates listed above.

Jasper County, SC will be responsible for any and all other direct costs/expenses incurred in support of this cyber security project, including reasonable expenses for pre-approved travel. If travel is required, travel time will be billed at half of the above stated hourly rate. The pricing provided herein is exclusive of sales or use tax, and if such tax is found to be applicable, GKS will be responsible for such as a cost of doing business.

Jasper County, SC will be responsible for any and all software and hardware (Laptop) cost associated with this cyber security project.



GKS shall charge Jasper County, SC interest on all late payments at the prevailing statutory rate; payments shall be deemed late after the expiration of five business days from the date a properly documented invoice is received by Jasper County, with four business days being added if the invoices are delivered by US Postal Service, exclusive of the day of mailing. GKS shall have the right to terminate service if Jasper County, SC has failed to pay any invoice within thirty (30) days of receipt.

GKS shall be entitled to recover any and all costs associated with collecting any unpaid invoice, including but not limited to, reasonable costs and attorneys' fees. Client agrees to pay all fees specified on each schedule identified above. All payments shall be made in U.S. dollars and will be invoiced to Jasper County, SC in accordance with the four schedule payments with documentation of hours.

5. Term and Termination of this Agreement

a. Unless terminated earlier in accordance with (b) below, the initial term of this Agreement shall commence on July 1st, 2024 Effective Date and Terminate thirty-six (36) months thereafter.

b. Either party may terminate this Agreement (including any and all schedules) at any time if the other party: (i) fails to cure any material breach of this Agreement within thirty (30) days after receiving written notice of such breach. Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

c. Termination for convenience: Jasper County, SC may terminate this contract for convenience by a written notice to the GKS. The notice of termination may be expedited by means of electronic communication, provided a written copy of the communication is mailed to GKS within 24 hours of the electronic communication. When the notice is mailed, it shall be sent by certified mail, return receipt requested. If Jasper County, SC arranges for hand delivery of the notice, a written acknowledgment shall be obtained from GKS. The notice shall state-

- (1) That the contract is being terminated for the convenience of Jasper County;
- (2) The effective date of termination;
- (3) The extent of termination; and
- (4) Any special instructions;

After receipt of the notice of termination, GKS shall comply with the notice and the termination clause of the contract, except as otherwise directed by Jasper County, SC. GKS shall-



(a) Stop work immediately or as directed by Jasper County on any the terminated portion of the contract and stop placing subcontracts, if any, thereunder;

(b) Terminate all subcontracts, if any, related to the terminated portion of the prime contract as directed by Jasper County;

(c) Immediately advise Jasper County, SC of any special circumstances precluding the stoppage of work;

(d) Perform the continued portion of the contract, if any, as directed by Jasper County through the termination date; and

(e) be entitled to receive that pro-rated portion of the quarterly payment of the annual cost of the contract, and if there shall be any partial payment due for the next partial quarter, Jasper County shall pay such on the termination date; likewise, should there be any portion of a quarterly payment due to be refunded to the County, GKS shall promptly remit such to Jasper County on the Termination Date.

6. Limited Warranty

Subject to Task 1 and 2, above, GKS will provide service support on all work described in Task 1 and 2, Statement of Work, for a period of ninety (90) days following the completion date. This does not cover: (i) claims related to warranties, representations, or other obligations specifically excluded in Task 1 and 2, above; or (ii) warranties from third parties (Hardware, Software and Licenses); however, GKS will facilitate such on behalf of Jasper County, SC with their approval to do so within the 90-day warranty that GKS has agreed to provide.

GKS shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software, the actions of Jasper County, SC or some other party or is otherwise caused by factors outside the reasonable control of GKS.

7. Disputes and Limitation on Damages

Any claim or dispute arising out of or relating to any breach of this agreement shall be decided by a court of competent jurisdiction in the state of South Carolina. Such disputes shall be decided under the laws of South Carolina without reference to the state of Virginia laws. In the event Jasper County, SC were to prevail in litigation against GKS for breach of this Agreement or any warranty contained therein, GKS's total liability for such breach(es) shall include only actual damages, not consequential or speculative damages, and reasonable attorney's fees and costs as may be awarded by the court.



8. Confidential and Proprietary Information

Each party agrees that all know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure.

Except as may be necessary to perform its obligations under this Agreement, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order.

Any templates, schematics, processes or technical documentation provided by GKS shall be deemed Confidential Information and proprietary information of GlobalKynect without any marking or further designation. Jasper County, SC may use such information solely for its own internal business purposes. GKS shall maintain the confidentiality of information in its possession regarding individual protected health information in accordance with applicable law, and shall not release such information, to any other person or entity, except as required by law.

In the event either Party discloses Confidential Information in violation of this Subsection, such disclosing Party shall be liable to the non-disclosing party for any and all losses, costs, expenses, and damages arising directly from such violation. This provision shall survive the expiration or termination of this Agreement.

9. Intellectual Property

Each party represents that it may utilize or develop intellectual property in connection with the performance of this Agreement, including but not limited to inventions, patents, trade secrets, copyrights, and trademarks. Such intellectual property shall remain the exclusive property of the originating party. Neither Party is authorized to develop works embodying intellectual property pursuant to this Agreement. Notwithstanding the foregoing, in the event of joint inventions, the parties shall establish their respective rights by negotiating between themselves.



Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by either party shall be construed as granting to the other party either expressly, by implication, estoppel, or otherwise, any license under any intellectual property right hereafter owned or controlled by the party furnishing same.

10. Integration, Waiver, Severability

This Agreement, including any and all attachments and schedules attached hereto, constitutes the full and complete understanding and agreement between Jasper County,

SC and GKS and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this

agreement will be effective only if in writing and signed by both Jasper County, SC and GKS. No failure on the part of either party to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a waiver. Nor shall any single or partial exercise of any such right; remedy or power preclude any other or further exercise of any other right, remedy, or power.

In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, impaired, or invalidated, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Assignment

Neither Party shall assign, transfer, or subcontract all or any portion of this Agreement or any of its obligations hereunder without the other party's express, prior written permission. Any assignment in violation of this provision shall be null and void and unenforceable against the non-assigning party.

12. Authorized Agreement

The Parties hereby warrant that they have reviewed this agreement, agree to be bound thereby, and that the individuals executing this agreement are duly authorized to bind each part in contract.



SIGNATURES BEGIN ON FOLLOWING PAGE



ACCEPTED BY:
JASPER COUNTY, SC
INFORMATION TECHNOLOGY DEPARTMENT

Name: Barbara B. Clark

Signature: _____

Title: Jasper County Council Chair

Date: May 1st, 2024

ACCEPTED BY:
GLOBALKYNECT SOLUTIONS, LLC

Name: Antonio Johnson

Signature:  _____

Title: President and CEO

Date: May 1st, 2024

Please sign upon acceptance of this agreement. Thank you for your business



CONTRACT FOR LANDSCAPE SERVICES FOR JASPER COUNTY

THIS AGREEMENT (the "Agreement") is made the 9th day of June, by and between Jasper County, a political subdivision of the State of South Carolina (hereinafter referred to as "County") and M & C Lawn Care & Maintenance Services, LLC, (hereinafter referred to as "Contractor").

WHEREAS, the County previously promulgated an Invitation to Bid IVTB #2023-8 dated April 20, 2023 seeking bids for landscape services (the "IVTB") to which the Contractor submitted a bid, which the County Council accepted and authorized the execution of a contract incorporating the terms of the IVTB and the submitted proposal; and

WHEREAS, the Contractor and the County have created this Contract for landscape services for the seven (7) community parks including Levy-Limehouse, Tillman-Wagon Branch, Robertsville, Tarboro, Mitchellville, Grays Hill, and Cherryhill. The scope of work is as described in Article 1 of this agreement, subject to the terms, specifications, conditions and provisions of this Contract and its Attachments and Exhibits which incorporate the terms of the IVTB and proposal.

NOW, THEREFORE, the Contractor and the County agree to all these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of the Agreement shall be held only in a Circuit Court of Jasper County, Ridgeland, South Carolina, in the Fourteenth Judicial Circuit.
- C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign, or transfer this Agreement without the written consent of the County.
- D. This Agreement, including the terms, conditions, specifications, and provisions listed herein and, in the Attachments, and Exhibits make up the entire contract between the Contractor and County. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.
- E. It is understood that this Agreement shall be considered exclusive between the parties.
- F. Any provisions of this Agreement found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of the Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: DESCRIPTION

This initial agreement is for landscape services for the seven (7) community parks including Levy-Limehouse, Tillman-Wagon Branch, Robertsville, Tarboro, Mitchellville, Grays Hill, and Cherryhill. This agreement is based on a total cost of Forty-Eight Thousand Dollars and Zero Cents (\$48,000) which includes the scope of work in IVTB #2023-8 (Attachment A.)

ARTICLE 2: LIABILITY

The County and Contractor shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Contractor or County. Further, Contractor's liability to the County and any other party for any losses, injury or damages to persons or properties or work performed arising out of/in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to the Contractor from the County hereunder.

ARTICLE 3: INDEMNIFICATION AND HOLD HARMLESS

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all third party liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Agreement, by Contractor, its agents, servants or employees; provided, however that any such liability or damages shall be reduced to the extent caused by the acts or omissions of the County.

ARTICLE 4: MISCELLANEOUS PROVISIONS

4.1 Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

4.2 Tests and Inspections:

- A. At the appropriate times, the Contractor shall arrange and bear costs of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
- B. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

ARTICLE 5: TERM

The term of this Agreement shall begin June 12, 2023, for a period of one year, ending June 11, 2024. This Agreement may be extended up to one (1) additional 12-month term after the initial term upon prior written approval by the County. Any request for extensions to this completion date **MUST** be submitted to the County for approval.

ARTICLE 6: COMPENSATION

The Contractor may submit applications for monthly payments on the 15th of each month for payment by the Owner within 15 business days of the receipt of the invoice.

The Contractor shall provide the County with a completed Form W-9.

ARTICLE 7: INSURANCE

INSURANCE REQUIREMENTS:

Prior to commencing work hereunder, Contractor, at its expense, shall furnish the County an insurance certificate showing the certificate holder as Jasper County, P.O. Drawer 1149, Ridgeland, SC 29936, Attention: Director of Administrative Services. Insurance requirements are as follows:

- 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 County 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, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- 4) Contractor agrees to protect, defend, indemnify, and hold harmless Jasper County; it's Commissioners, officers, agents, and employees from and against any and all liability incurred as a result of the work performed pursuant to the terms of this contract.
- 5) Failure to maintain insurance coverage as required will be grounds for immediate termination of the contract.
- 6) Prior to commencing work or services under this contract, the supplier must furnish Jasper County with Certificates of Insurance as evidence that policies provide the required coverage.

ARTICLE 8: DEFAULT

In the event of default or breach of any condition of this Agreement resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

ARTICLE 9: TERMINATION

This contract may be terminated by either party with or without cause with fifteen (15) day notice.

ARTICLE 10: COUNTY RESPONSIBILITIES

The County will be responsible to provide the Contractor reasonable access to County locations, when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

ARTICLE 11: FORCE MAJEURE

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of God, acts of a legislative, administrative, or judicial entity, acts of contractors other than subcontractors of Contractor, fires, floods, labor disturbances, and unusually severe weather. Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

ARTICLE 12: SEVERABILITY

Every term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

ARTICLE 14: INDEPENDENT CONTRACTOR

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

ARTICLE 15: NOTICE

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit, or license relating to the services; initiation of any proceedings to revoke any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U. S. mail with proper postage affixed thereto and addressed as follows:

County: Jasper County
Attn: Director of Administrative Services
P. O. Drawer 1149
Jasper, SC 29936

Contractor: M & C Lawn Care & Maintenance Services, LLC
Attn: Cory A. Tyler
3958 Wrightsboro Rd., Suite C
Augusta, GA 30909

ARTICLE 16: CHANGE ORDERS

Should the Scope of Work as noted in Article 1 of this Agreement change as a result of:

- a) County requested changes to the approved Scope of Work, or
- b) Increase in work needed to provide services a result of an unexpected occurrence outside of the control of the Contractor,

Then the Contractor will prepare and submit to the County an amendment to the applicable scope of work for the County's review. No additional services will be undertaken by the Contractor without the approval of a Change Order or Change Order Amendment by the County.

ARTICLE 17: AUDITING

The Contractor shall make available and provide to the County, if requested, true and complete records with fifteen days' notice, which support billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least three years all documents related to the Agreement, which are routinely prepared, collected or compiled by the Contractor during the performance of this Agreement.

ARTICLE 18: GRATUITIES

The right of the Contractor to proceed or otherwise perform this Agreement, and this Agreement may be terminated if the County Administrator or her appointed designee determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever,

M & C Lawn Care & Maintenance Services, LLC

of the Contractor offered or gave a gift or hospitality to a County officer, employee, agent or Contractor for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract.

ARTICLE 19: INVOICES

All invoices for work done under this Agreement should be directed to Devonte Genwright, Jasper County Parks and Recreation Director.

Located at: 1458 Red Dam Road
Hardeeville, SC 29927
or
dgenwright@jaspercountysc.gov

Progress payment applications should include:

- a) Period covered by the invoice
- b) Invoice number
- c) Invoice date
- d) Invoice terms, net 15
- e) Remit to address

It is agreed that the Contractor may submit application for monthly progress payments on the 25th of each month. Payment will be made by the Owner within 15 business days of the receipt of the invoice.

ARTICLE 20: TOTAL AGREEMENT

This Agreement constitutes the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

ARTICLE 21: GOVERNING LAW

This Agreement shall be construed in accordance and governed by the laws of the State of South Carolina.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:





**JASPER COUNTY, a political
Subdivision of the State of South Carolina**

Signature: 

Name: Andrew Fulghum,
County Administrator
P. O. Box 1149
Ridgeland, SC 29936
Phone: 843-717-3690
Fax: 843-726-7800

Date: 06/09/2023

WITNESSES:

Signature: _____
Name: _____
Address: _____
Phone: _____
Email: _____

Date: _____



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000003140
Contract Modifier: RN04-JUL-2024

Date: 14-JUN-2024

<p>Company Name: Jasper County South Carolina Attn.: Russell Wells Billing Address: Jasper County S Carolina 2721 Levy Rd City, State, Zip Code: Hardeeville, SC 29927 Customer Contact: Russell Wells Phone: (843) 726-7607</p>
--

P.O.#: N/A
Customer #: 1036089185
Bill to Tag#: 0004
Contract Start Date: 01-JUL-2024
Contract End Date: 30-JUN-2025
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$2,117.39	\$25,408.71
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$71.79	\$861.52
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$838.01	\$10,056.16
			Sub Total	\$3,027.20
			Taxes	\$67.04
			Grand Total	\$3,094.24
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA SOLUTIONS	

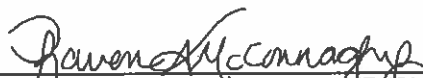
I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)



CSM

6.18.24

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

RAVEN MCCONNAGHY

803.518.1691

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

Revised Sep 3, 2022

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.



MOTOROLA SOLUTIONS

MOTOROLA CUSTOMER SUPPORT PLAN

Prepared For:

JASPER COUNTY SOUTH CAROLINA

JASPER COUNTY S CAROLINA 2721

LEVY RD

HARDEEVILLE, SC 29927

TABLE OF CONTENTS

1. Introduction
2. Glossary of Terms
3. Warranty and/or Service Information
4. Contacts Details: Customer & Motorola Solutions
5. List of Available Services
6. How to Obtain Services with Site Summary
7. Case Notifications Contacts

1. Introduction

Your Customer Support Plan contains everything you need to know to take advantage of the services provided in your contract. This support plan was designed to help transition you from the pre-sales, staging, and installation phases to the delivery of life cycle support services for your system. Motorola supports your communication system with several expert service groups, each performing a specific function and working together to provide you with fast response and quick closure to issues.

The Terms and Conditions of customer contract agreement will take precedence over this Customer Support Plan. In case of any contradiction, please contact the Motorola representative(s)

Please take a moment to review this Customer Support Plan. Your Customer Support Manager can answer any further questions you may have.

2. Glossary of Terms and Acronyms

Case Number	The number assigned to a customer's request for service. The Call Center electronically tracks all Case Numbers to assure customer satisfaction.
CSM	Customer Support Manager
CSP	Customer Support Plan
ETA	Estimated time of arrival is an estimate of when the field technician will arrive at the customer's site.
FRU	A Field Replaceable Unit which is any module or board which can be removed from a piece of fixed equipment and exchanged with an identical module or board.
IDO	Infrastructure Depot Operations
Local Service Provider	A Customer authorized service provider or a Motorola Field Technical Representative
MSD	Motorola Service Desk
Response	Response times are defined as having an on-site technician, or a remote systems support specialist having taken assignment of the issue and working on the system.
RSC	Radio Service Center – Subscriber repair center
SCC	System Component Center - Systems Repair Center
SSC	System Support Center
Severity	Each incoming call is assigned a severity level of Severity One, Two, Three and Four. Severity levels determine the Response Time Commitments.

3. Warranty and/or Service Agreement Information

Customer Number: 1036089185

Billing Tag : 0004

Service Agreement Information

Service Agreement number : USC000003140

Service Agreement Modifier : RN04-JUL-2024

Service Agreement start date: 01-JUL-2024

Service Agreement end date : 30-JUN-2025

4. Motorola Solutions and Customer Contacts

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of your support contract (maintenance or warranty) by serving in the role of customer advocate. They serve as a point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics and fostering a relationship for continuous improvement with customers.

Any changes to the information in this document should be communicated to your Customer Support Manager as soon as possible.

Your Customer Support Manager is	Raven Mcconnaghy
Phone:	+1 (803) 518-1691
Email:	ARR097@motorolasolutions.com

Account Manager

Your Account Manager serves as your contact for information on new products and services, expansion of communications to meet growth needs for your organization, and ensure your satisfaction

Your Account Manager is:	
Phone:	
Email:	

Key Customer Contacts

Please contact CSM if any of the information provided below has changed.

Primary Address:

Jasper County South Carolina
Jasper County S Carolina, 2721 Levy Rd
Hardeeville, SC 29927

Customer Communications Director:

Service Escalations:

Customer Technician Dispatch Contacts:

Technician Contacts:

Security Update Service Notifications:

Primary: Russell Wells
Phone : (843) 726-7607
Email : rwells@jaspercountysc.gov

ECASE Management:

Name : Russell Wells
Phone : (843) 726-7607
MOL ID:
Email : rwells@jaspercountysc.gov

5. Overview of Service Descriptions

This section briefly describes the services **JASPER COUNTY SOUTH CAROLINA** will receive under your contract. For further details, on the terms of your contract or your contracted Statement of Work, please contact your Customer Support Manager or Account Manager.

System Advanced Services

6. How to Obtain Contracted Sold Services

Service Calls will be used for many customer initiated requests. The information provided during the service call will be type of request.

To Place a Service Call...

Step	What you need to do:	Information to Provide
1	Call Motorola Call Center Operations	800-323-9949
2	Provide Your Customer Name	JASPER COUNTY SOUTH CAROLINA
3	Type of Request	"I would like to open a service call" : Incident/Service Request /Technical Question
4	Provide System & Site ID #	Refer to Site Summary
5	Identify the Severity Level	See Severity Table below
6	Your Name and Telephone Number	
7	Description of the Issue	As detailed as possible.
8	Record the Service Case Number provided to you by the Customer Support Representative for service call tracking purposes.	
	If on site support is required to resolve the service request, the Customer Support Representative will dispatch the appropriate local field service provider.	
	To inquire on the Status of a Service Call...	
1	Call Motorola Call Center Operations	800-323-9949
2	Provide Your Customer Name	JASPER COUNTY SOUTH CAROLINA
3	Provide Type of Request	"I would like to check on the status of a Issue."
4	The Service Case number assigned at the time the service call was opened.	The number you documented in Step #8

Priority Level Definitions

Priority Level Matrix These definitions are different based on technology and geography – Kindly check with local operations team to get the definitive list	
Incident Priority	Definition
Critical – P1	<p>Core: Core server or core link failure. No redundancy available.</p> <p>Sites/ Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p>Consoles: More than 40% of a site's console positions down.</p> <p>Conventional Channels: Conventional Channel Gateways (CCGW) down without redundancy available.</p> <p>Security Features: Security is non-functional or degraded.</p> <p>Alarm Events: Door, motion, intrusion, power failure, or environmental alarms triggered.</p>
High – P2	<p>Core: Core server or link failures. Redundancy available.</p> <p>Consoles: Between 20% and 40% of a site's console positions down.</p> <p>Sites/ Subsites: One RF site or up to 10% of RF sites down, whichever is greater.</p> <p>Conventional Channels: Up to 50% of CCGWs down. Redundancy available.</p> <p>Network Elements: Site router, site switch, or GPS server down. No redundancy available</p>
Medium – P3	<p>Consoles: Up to 20% of a site's console positions down.</p> <p>Conventional Channels: Single channel down. Redundancy available.</p> <p>Network Elements: Site router/switch or GPS server down. Redundancy available.</p>
Low – P4	<p>Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).</p>

NOTE: The above priority level definitions do NOT apply to the Managed ISSI service. Please refer to the Managed ISSI Statement of Work (SOW) for applicable severity definitions

7. Case Notifications Contacts

The following persons at JASPER COUNTY SOUTH CAROLINA will be notified when the following events occur on a Case:

Open and Closure only

Name: Russell Wells
Email: rwells@jaspercountysc.gov

Network Preventative Maintenance Schedule

System Name	NPM Date
SZ01D91D15	MAR-2025

SSC Site Summary with Services

SITE ID	SITE NAME	SITE ADDRESS	SERVICE PROVIDER	O I R P	N M	N P M 1	S U S	D I S	I R	T S	A E	R S U S
SZ01D91D15	JASPER COUNTY DISPATCH	JASPER COUNTY S CAROLINA, 1509 GRAYS RD, RIDGELAND, SC 29936	Mobile Communications America Inc Beaufort, SC	X	X	X	X	X	X	X	X	X

Acronym	Meaning
AE	Advance Exchange
DIS	Dispatch
IR	Infrastructure Repair
NM	Network Monitoring
NPM1	Network Preventive Maintenance - Level 1
OIRP	Onsite Infrastructure Response- Premier
RSUS	Remote Security Update Service
SUS	Security Update Service
TS	Technical Support

Code of Ordinances



Jasper County, South Caro... / CODE OF ORDINANCES / Chapter 2 - ADMINISTR... / ARTICLE V. - PURCHASI...



Jasper County, SC Code of Ordinances

CODE OF ORDINANCES JASPER COUNTY, SOUTH CAROLINA modified

SUPPLEMENT HISTORY TABLE modified

- ▼ CODE OF ORDINANCES
 - Chapter 1 - GENERAL PROVISIONS
 - ▼ Chapter 2 - ADMINISTRATION
 - ARTICLE I. - IN GENERAL
 - ARTICLE II. - COUNTY COUNCIL
 - ARTICLE III. - OFFICERS AND EMPLOYEES
 - ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES
 - ▼ ARTICLE V. - PURCHASING AND CONTRACTING
 - DIVISION 1. - GENERALLY
 - DIVISION 2. - INTERGOVERNMENTAL RELATIONS FOR PROCUREMENT COOPERATIVE PURCHASING
 - Chapter 3 - ANIMALS
 - Chapter 4 - ALCOHOLIC BEVERAGES
 - Chapter 6 - BUILDINGS AND BUILDING REGULATIONS
 - Chapter 8 - BUSINESSES
 - Chapter 9 - CIVIL EMERGENCIES
 - CHAPTER 10 - NUISANCES, JUNKYARDS, NOISE, AND LITTER

Code of Ordinances > Chapter 11 - COUNTY DETENTION CENTER



- > Chapter 16 - LIBRARY
- > Chapter 18 - OFFENSES AND MISCELLANEOUS PROVISIONS
- > Chapter 20 - PLANNING AND DEVELOPMENT
- > Chapter 24 - SOLID WASTE
- > Chapter 25 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES
- > Chapter 26 - TAXATION
- > Chapter 27 - FEES
- > Chapter 28 - UTILITIES
- > Appendix A - ZONING
- > Appendix B - LAND DEVELOPMENT REGULATIONS

CODE COMPARATIVE TABLE - ORDINANCES AND RESOLUTIONS modified

STATE LAW REFERENCE TABLE modified

< Secs. 2-205—2-400. - Reserved.

Chapter 3 - ANIMALS >

ARTICLE V. - PURCHASING AND CONTRACTING ⋮

DIVISION 1. - GENERALLY ⋮

Sec. 2-401. - Establishment of centralized purchasing system; purchasing department; purchasing agent. ⋮

Pursuant to South Carolina Code of Laws section 4-9-160, as amended, there is hereby established a centralized purchasing system for the procurement of goods and services for all county departments and agencies for which line-item budgets are maintained in the county's central accounting system.

(1)

Code of Ordinances

There shall be established in Jasper County a purchasing department and it shall be under the direction of the county administrator who shall be responsible for the purchasing system and who shall designate the chief purchasing official. In the event of nondesignation, the chief purchasing official shall be the county administrator.



- (2) The division head shall act as the purchasing agent for the county, subject to the direction as provided by the department head, the county administrator, and the county council.
- (3) The purchasing agent, with the concurrence of the supervisory department head and the county administrator, shall have the authority to designate named individuals to solicit, negotiate, procure, and market specific goods and services within the guidelines of this article and any applicable state and federal laws.

(Ord. No. 05-04, 3-20-05)

Sec. 2-402. - Chief procurement officer and office.



There shall be established the position of chief procurement officer and office which shall have the following duties and responsibilities:

- (1) To procure or supervise the procurement of all supplies, services, and construction needed by the county.
- (2) To exercise general supervisory control over all inventories and supplies belonging to the county.
- (3) To sell, trade or otherwise dispose of surplus supplies belonging to the county.
- (4) To establish and maintain programs for the inspection, testing and acceptance of supplies, services and construction with the concurrence of the procurement advisory board.
- (5) To ensure that when a procurement involves the expenditure of federal assistance or contract funds, that all applicable federal laws and regulations are complied with.
- (6) To delegate releasing authority to department or county employees for pre-negotiated buying arrangements for a designated period of time.

(Ord. No. 05-04, 3-20-05)
Code of Ordinances



Sec. 2-403. - Approval of requisitions; execution.

The department head, where the need arises, is the proper person to approve a requisition. Approval of a requisition indicates that the money is in the budget and the department head concurs that there is a county need. To actually commit county funds or to make the purchase requires execution by an employee who has the authority given by this article or has been delegated/designated to have such authority. This separation of the approval and execution processes is sound financial practice controlling procurement expenditures which may exceed 2,000,000.00 annually.

(Ord. No. 05-04, 3-20-05)

Sec. 2-404. - Contracting/purchasing authority.

- (a) The following officials shall have the authority to enter into contracts on behalf of the county up to their applicable limits. No contract shall be artificially divided into separate contracts so as to allow the officials to enter into the contract. No other person, county employee, agency or department shall enter into a contract on behalf of the county except as listed below:
- (1) *Contracts not exceeding \$25,000.00:* The county administrator shall have the authority to enter into such contracts. This authority does not extend to contracts for special services.
 - (2) *Contracts in excess of \$25,000.00 and all contracts for special services:* Only the county council has the authority to enter into these contracts.
- (b) Responsibility for the awarding of bids on proposals shall be as follows:
- (1) *Up to \$25,000.00:* The county administrator.
 - (2) *Amounts exceeding \$25,000.00 and all contracts for special services:* County council, except for repairs to existing equipment where a delay would cause a threat to public health, welfare and safety under emergency conditions or where normal daily operations are affected, provided that such emergency procurements shall be made with competition as is practicable under the emergency provisions of this article. In the case of an emergency in this bid price range, the county council shall review the bid award action.

Special services means the furnishing of labor, time or effort by a contractor not required to deliver a specific end product, other than reports which are merely incidental to required performance. It includes, by way of illustration and not limitation, services such as those provided by physicians, architects, ministers, engineers, accountants, and consultants. It does not include contracts for services of regular employees of the county other than those which this Code specifically provides are to be employed or retained by county council as otherwise provided for by law.

(Ord. No. 05-04, 3-20-05)

Sec. 2-405. - Optional vender list.

- (a) The county may, at its option, advertise at least once per fiscal year for vendors to register with the purchasing division the products and services they wish to offer the county. The county shall keep an index of these vendors by name and the list shall be cross referenced for products and services. The vendor's name shall be kept for two years or permanently if the vendor continues to offer bids. Records shall be kept as to the number of times a vendor is contacted for informal quotes and other bids. Upon the request of a vendor, the said vendor shall be added or deleted from the list.
- (b) Vendors shall be removed from the vendor list for the following reasons:
 - (1) Declining to offer bids for a two-year period.
 - (2) Suspension for the following shall not be for less than three months or more than three years:
 - a. Failing to satisfactorily meet terms, agreements, or contracts made with the central purchasing department.
 - b. Being convicted of criminal offenses in obtaining contracts or convicted of embezzlement, violation of state or federal anti-trust statutes, or any other crime which indicates a lack of business integrity or honesty.
 - c. Violating contract a provision or failing to perform without good cause or record or failure to perform or any other cause which the chief purchasing officer deems to be so serious as to affect the responsibility of a contractor, including disbarment or suspension from a vendor list by another governmental entity.

Code of Ordinances^{d.} Violating the standards as set forth in the State Ethics Act
(Ord. No. 05-04, 3-20-05)

Sec. 2-406. - Background information on vendors.

The county administrator is directed to provide the bid amount as submitted, information concerning the vendor's previous performance, the service and quality of the products offered, the availability of the goods and services when needed, adherence to delivery schedules, and other criteria pertinent to that particular item, on vendors who have submitted bids, proposals, or contracts for county council's consideration. The information is to be included in the backup documents for the awarding resolution or ordinance.

(Ord. No. 05-04, 3-20-05)

Sec. 2-407. - Types of bids.

- (a) *Bid solicitations.* There shall be the following types of bid solicitations:
 - (1) Small purchases;
 - (2) Informal oral bid quotations;
 - (3) Informal written bid quotations;
 - (4) Formal bid process.
- (b) *Small purchases.* Procurement of an item or article which does not exceed \$1,500.00, not including sales tax, shall be exempt from the bid process. All purchases must be approved in advance with a purchasing card or purchasing order. Where applicable, contract vendors shall be used unless substitution is approved in writing and in advance by the purchasing official. Further, the purchasing requirements shall not be artificially divided so as to constitute a small purchase. A reasonable effort shall be made to negotiate price agreements that will cover much of the small purchase volume.
- (c) *Informal oral bid quotations.* Quotes from a minimum of two sources shall be obtained. Maximum purchase under this system is to be \$5,000.00, including sales tax. Vendor quotes are to be noted on the requisition for retention. The purchasing requirement shall not be artificially divided so as to constitute a purchase to be made by this method.
- (d)

Code of Ordinances

Informal written bid quotations. Solicitation for written bid quotes shall be obtained from three sources, if available, from the vendor list. The maximum purchase under this system is to be \$10,000.00, including sales tax. The next time that quotes are solicited, selection is made from the list in the following manner:



- (1) Low bid on last quote;
 - (2) Next two vendors on list;
 - (3) Repeat procedure until all vendors have been asked to quote;
 - (4) Begin new rotation of vendors by using the last low bidder on quote.
- (e) *Formal bid process.* All contracts for supplies, services and construction, except certain professional services which are exempt, shall use formal bid process with the exception that procurement through the state, federal, and governmental association contracts shall not be bid under this article. All bids covering a period of more than one year must, if appropriate, include the cost or method to adjust the contract for the second and future years. All single purchase items or services in the amount of or in excess of \$10,000.00 shall use formal bid process. Any special certifications required by a granting agency shall be included in the bid documents. Bids are to be maintained as retention of records is required by this article. The request for formal bids must be advertised at least once in a newspaper of general circulation in the county for not less than ten working days prior to the date for receipt of bids.
- (f) *Purchasing card program policies and procedures.*
- (1) *Cardholder eligibility.* In order to receive a purchasing card the following criteria must be met:
 - a. Applicant must be an employee of Jasper County;
 - b. Applicant's request for a purchasing card must be approved by the department head;
 - c. Applicant must be assigned to a departmental liaison appointed by his/her department head;
 - d. Employee must attend a training session before receiving his or her purchasing card;
 - e.

Code of Ordinances

Each individual cardholder must sign a cardholder agreement (See subsection (g) below) in the presence of the purchasing card administrator.



- (2) *Cardholder liability.* The purchasing card is a corporate charge card which will not affect the cardholder's personal credit; however, it is the cardholder's responsibility to ensure that the card is used within stated guidelines of the purchasing card cardholder manual as well as Jasper County purchasing policies and procedures relating to the expenditure of county funds. Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to management, and further disciplinary measures that may include termination.
- (3) *Cardholder termination.* The purchasing card administrator is required to close an account if a cardholder:
 - a. Transfers to a different department;
 - b. Moves to a new job in which a purchasing card is not required;
 - c. Terminates employment; or
 - d. For any of the following reasons which will also subject cardholder to disciplinary action in accordance with county policy relating to disciplinary action and termination for cause:
 1. The purchasing card is used for personal or unauthorized purposes.
 2. The purchasing card is used to purchase alcoholic beverages or any substance, material, or service which violates policy, law or regulations of Jasper County.
 3. The cardholder allows the card to be used by another individual.
 4. The cardholder splits a purchase to circumvent the limitations of the purchasing card.
 5. The cardholder uses another cardholder's card to circumvent the purchase limit assigned to either cardholder or the limitations of the purchasing card.
 6. The cardholder fails to provide departmental liaison with

Code of Ordinances

required receipts



- 7. The cardholder fails to provide, when requested information about any specific purpose.
- 8. The cardholder does not adhere to all of the purchasing policies and procedures.

(g) *Purchase card agreement.* Each cardholder must sign the agreement below:

Cardholder Agreement

Jasper County Government is authorizing you the use of a Jasper County purchasing card. It represents trust in you and empowerment as a responsible agent to safeguard and protect county assets.

I, employee name, hereby acknowledge receipt of a Jasper County commercial card. The card account number is _____. As a cardholder, I agree to comply with the terms and conditions of this agreement and the commercial card procedures.

I acknowledge receipt of said agreement and confirm that I have read and understand the terms and conditions. I understand that Jasper County is liable to the bank and the card issuer (Visa/Mastercard) for all charges.

I agree to use this card for approved purchases only and agree not to charge personal items. I understand that Jasper County will audit the use of this card and report any discrepancies.

I further understand that improper use of this card may result in disciplinary action, up to and including termination of employment. Should I fail to use this card properly, I authorize Jasper County to deduct from my salary an amount equal to the total of the discrepancy. I also agree to allow Jasper County to collect any amounts owed by me even if Jasper County no longer employs me.

I understand that Jasper County may terminate any right to use this card at any time for any reason. I agree to return the card to Jasper County immediately upon request or upon termination of employment.

Cardholder:

Signature: _____ Date: _____

Code of Ordinances ☰ 🔍 ⋮
 Print Name: _____ Phone: _____

Jasper County Approval:

Signature: _____ Date: _____

Print Name: _____ Phone: _____

(Ord. No. 05-04, 3-20-05)

Sec. 2-408. - Late bids. ⋮

Sealed bids which are not submitted by the deadline will be accepted but will remain unopened. Under extraordinary conditions late bids may be considered, provided that the circumstances are justifiable in the view of the purchasing office and that the concurrence of the procurement advisory committee is obtained. The vendor involved will be responsible for providing written justification of the circumstances for review and evaluation.

(Ord. No. 05-04, 3-20-05)

Sec. 2-409. - Local preferences. ⋮

- (a) For the purpose of determining the low bidder, local vendors (those who qualify pursuant to subsection (c) hereof) shall be granted preference on the amount of their bid by adding to the non-local bids a factor of the amount indicated below of such non-local bid for the purpose of evaluation. For tie bids with the local bidders' preference calculated, the local vendor will be given preference. In the instance of tie bids for local vendors, a lottery method of selection will be utilized in a public meeting. The amount of the local preference added shall be five percent for bids under \$5,000.00; \$250.00 plus four percent of the bid amount over \$5,000.00 for bids between \$5,000.00 and \$10,000.00; and \$450.00 plus three percent of the bid amount over \$10,000.00 for bids over \$10,000.00, using the local vendor's bid as the figure for determining the percent to be added to the other vendor's bids. A maximum amount of \$2,000.00 will be added for non-local bidders. For example:

Bid Amount	Local Preference ^
Up to \$5,000.00	v

< >

Code of Ordinances	☰ 🔍 ⋮
\$5,001.00 to \$10,000.00	\$250.00 plus fr
\$10,001.00 and up	\$450.00 plus three percent of the

< [Previous](#) [Next](#) >

- (b) Following the determination of the low bidder using the method described in subsection (a), the bid will be awarded to the low bidder as determined in subsection (a) but for an amount that does not exceed the low bid computed without the local preference factor. If the low bidder as determined in subsection (a) refuses the contract it shall be offered to each succeeding low bidder and if refused, awarded to the low bidder as determined by this subsection.
- (c) When requesting local preference, the vendor shall submit to the purchasing division sufficient evidence that such business has been operating in the county for a period exceeding 90 days before the request for bid proposal is made public. Such evidence should be submitted no later than the date and time when bids are due. Such evidence may be in the form of a South Carolina business tax license or other such evidence as required by the purchasing division.
- (d) Notwithstanding any other provision of this section, when the requirements for qualification for funding of a county contract through the auspices of a state or federal agency, policy or program or an NGO program that prohibits the award of a local preference as otherwise provided in this section, this section shall have no application to such contract award.

(Ord. No. 05-04, 3-20-05; Ord. No. 09-14, § 1, 5-18-09; Ord. No. 10-21, § 1, 12-6-10)

Sec. 2-410. - Request for proposals.

⋮

Code of Ordinances Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (1) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (2) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (3) Proposal shall be open for public inspection after the award is made.
- (4) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (5) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions will only be for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (6) Nonmonetary revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (7) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

(Ord. No. 05-04, 3-20-05)

Sec. 2-411. - Sole source procurement.

A contract may be awarded for a supply, service, or construction item without competition when the chief purchasing officer determines, in writing, with the consent of the county administrator, that there is only one source for the required supply service or construction item.

(Ord. No. 05-04, 3-20-05)

Sec. 2-412. - Emergency procurements.

The chief purchasing officer, with the concurrence of the county administrator, may make or authorize others to make emergency procurement when there exists a threat to public health, welfare, or safety under emergency conditions or where normal daily operations are affected; provided, that such emergency procurement shall be made with such competition as is practical under the circumstances. The reviewing of these procurement actions will be made at the same level of authority as required for a regular bid award of that amount.

(Ord. No. 05-04, 3-20-05)

Sec. 2-413. - Authority to contract for special services.

As used in this article, "special services" are those professional services, such as those provided by physicians, architects, ministers, engineers, accountants, attorneys, and management and consulting services, which are normally obtained on a fee basis.

These services may be procured by the county without utilization of a bidding process. In the procuring of professional services those departments which normally utilize such services may contract on their behalf for such service in accordance with this article provided that the following requirements are met:

- (1) The departments must solicit the best possible contract with the person providing the professional services.
- (2) Negotiation with the person providing professional services shall include the department head and the purchasing officer.
- (3) The department shall obtain the approval of the county council.
- (4) On those special services in the county, where a department head's expertise and recommendations can be of special use, the department procuring such service shall seek the advise of such department head.
- (5) County council shall have the authority to continue to contract for professional services from year to year when it is in the best interest of the county.

(Ord. No. 05-04, 3-20-05)

Sec. 2-414. - Uniform policy for selection of independent auditing.

The following procedures are hereby adopted to govern the solicitation of independent

auditing services for the county:
Code of Ordinances



- (1) A yearly renewable contract will be utilized for independent auditing services.
- (2) Each audit contract will contain a "funding out clause," as approved by the county attorney.
- (3) Should the county decide not to renew, the county administrator is authorized to advertise and solicit for independent auditing services, based upon criteria and an audit work program recommended by the county staff and approved by county council.
- (4) As a part of its proposal, each auditing firm will be required to answer questions submitted to them in their bid package which are related to their ability to perform independent auditing service for the county.
- (5) Upon receipt of audit proposals, the county administrator will evaluate them and forward same, with a recommendation, to the appropriate county council standing committee and to county council.
- (6) Upon selection of the auditing firm, the county council chairman or the county administrator shall have the authority to request special audits of county funds when, in their opinion, there is a need for such an audit to protect the integrity of the county's finances or to safeguard public funds. Upon making a request for a special audit, the council chairman or the county administrator shall notify county council of that action at the earliest reasonable opportunity. The cost of special audits shall be charged to the county council's professional services account in the annual county budget.

(Ord. No. 05-04, 3-20-05)

Sec. 2-415. - Exempted items not requiring competitive bidding.



- (a) County council, upon recommendation of the county administrator and county attorney, or upon its own initiative, may exempt by resolution after holding a public hearing specific items, services, or projects from the purchasing procedures required in this Code when council finds, based upon unusual or extraordinary circumstances, that such exemption is in the best interests of the county and its citizens. Unusual or extraordinary circumstances may include, by

Code of Ordinances way of illustration and not as a limitation, procurement of goods or services pursuant to development infrastructure bond forfeitures or specific design-build projects.



- (b) The following items shall not require competitive bidding even though they exceed the normal dollar amount, but all expenditures shall require purchase order issuance in advance.
 - (1) Books and publications.
 - (2) Dues and memberships.
 - (3) Board and lodging.
 - (4) Utilities/water bills.
 - (5) Travel.
 - (6) Seminars, conference fees.
 - (7) Training.
 - (8) Postage.
 - (9) Advertising.
 - (10) Consulting and management fees.
 - (11) Surety bonds.
 - (12) Lease contracts.
 - (13) Rent on land, buildings and equipment.
 - (14) Works of art and artifacts for museum and public display.
 - (15) Casual field labor.
 - (16) Financial services.
 - (17) Lecturer fees.
 - (18) Legal services.
 - (19) Marketing research or survey.
 - (20) Medical and dental fees.
 - (21) Tuition payments.
 - (22) Maintenance fees and insurance premiums.
 - (23) Special services.

Whenever possible, the department purchasing such items shall advertise in order to obtain the best possible price.

(Ord. No. 05-04, 3-20-05; Ord. No. 15-23, 9-8-15)

Code of Ordinances



Sec. 2-416. - Legal service and counsel.



The county attorney, through the county administrator, shall serve as legal counsel and provide necessary legal services to the chief purchasing officer.

(Ord. No. 05-04, 3-20-05)

Sec. 2-417. - Cancellation of invitation of bids or request for proposals.



An invitation for bids or request for proposal or other solicitation may be canceled or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the county. The reason therefor shall be made a part of the contract file.

(Ord. No. 05-04, 3-20-05)

Sec. 2-418. - Multi-term contract.



A contract for services or supplies may be entered into for a period up to five years, provided that the term of contract and the conditions for renewal or extension, if any, are included in the solicitation and funds are available for the balance of the current fiscal year. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. All multi-year contracts shall contain a clause which terminates the contract at the beginning of a fiscal year when funds are not appropriated by county council for continuation of the contract for that fiscal year.

(Ord. No. 05-04, 3-20-05)

Sec. 2-419. - Right to inspect facilities.



Official representatives of county government will have the right to inspect facilities of a vendor at any reasonable time which is related to the performance of any contract award, bid on or to be awarded by the county.

(Ord. No. 05-04, 3-20-05)

Sec. 2-420. - Right to audit records.



Code of Ordinances Official representatives of the county may, at reasonable times and upon reasonable written notice to vendor, inspect the official records of the person or firm pertaining to a contract, change order, or purchase order with Jasper County when such inspection is required by law or is authorized by the county administrator in writing as being in the public interest.

(Ord. No. 05-04, 3-20-05)

Sec. 2-421. - Reporting anti-competitive practices.

When for any reason, collusion or any other anti-competitive practice is suspected among any bidder or offerors, a notice of relevant facts shall be transmitted to the county attorney through the county administrator.

(Ord. No. 05-04, 3-20-05)

Sec. 2-422. - Retention of procurement records.

Unless otherwise authorized by law, the procurement records shall be retained for a period of not less than three years. If a contract is being funded in whole or in part by assistance from a federal agency, then all procurement records pertaining to that contract shall be maintained for three years from the close-out date of the assistance agreement or final disposition of any controversy arising out of the assistance agreement.

(Ord. No. 05-04, 3-20-05)

Sec. 2-423. - Construction contract bid security.

Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated to exceed \$100,000.00. Security shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in case, or otherwise supplied in a form satisfactory to the county. Nothing herein prevents the requirement of such bond on construction contracts under \$100,000.00 when the circumstances warrant. Bid security shall be an amount equal to at least five percent of the amount of the bid.

(Ord. No. 05-04, 3-20-05)

Sec. 2-424. - Contract performance and payment bonds.

(a)

Code of Ordinances

When a construction contract is awarded in excess of \$50,000.00 the following bonds or security shall be delivered to the county and shall become binding on the parties upon the execution of the contract:



- (1) Performance bond in the amount of 100 percent of the price specified in the contract.
 - (2) Payment bond in the amount of 100 percent of the price specified in the contract.
- (b) Either bond may be reduced to 50 percent when determined in writing that a reduction is necessary or warranted. Bonds may be required on lesser amounts if circumstances warrant the same.
 - (c) The county administrator may waive the bond requirement upon written notification to the county council when based upon his determination that such bond is unnecessary.

(Ord. No. 05-04, 3-20-05)

Sec. 2-425. - Supply management.



- (a) Generally, this section shall relate to nonexpendable supplies which have an acquisition cost of \$500.00 or more and a useful life of more than one year.
- (b) All such items purchased with public funds shall be tagged and inventoried on county records as a fixed asset. Internal procedures shall be developed for this process by the chief purchasing officer.
- (c) Excess supplies shall be released by the assigned department or agency to the chief purchasing official for reassignment to another using department or agency. A standing list of departmental needs shall be maintained by the chief purchasing officer. Assignment of excess property shall be made by the chief purchasing officer with the concurrence of the county administrator.
- (d) Surplus and obsolete property shall be reported to the chief procurement officer from the various departments and agencies and shall be made available for other departments and agencies. The chief procurement officer shall present properties not transferred to another department or agency to the county administrator along with a recommendation for their disposition, either by a public sale or sealed bid or other appropriate method designated. The property so recommended may be declared surplus by resolution supported

by the majority of county council at a public meeting. The chief procurement officer shall dispose of such properties as designated by county council resolution.



- (e) Surplus computer equipment and accessories which are unlikely to sell at auction or by sealed bid may be disposed of by the county administrator at public landfills without approval by resolution of county council.

(Ord. No. 05-04, 3-20-05)

Sec. 2-426. - Allocation of proceeds from sale or disposal of surplus supplies.



The chief purchasing officer shall deposit proceeds from the sale, lease or disposal of surplus supplies in the county general fund except when designated otherwise by the county administrator.

(Ord. No. 05-04, 3-20-05)

Sec. 2-427. - Right to protest; procedure; decision.



- (a) Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the chief purchasing officer. The protest shall be submitted in writing within ten business days after such aggrieved person knows or should have known of the facts giving rise thereto.
- (b) Before commencement of an administrative review the chief procurement officer, may attempt to settle by mutual agreement a protest of an aggrieved bidder, offeror, or contractor, concerning the solicitation or award of the contract. The chief procurement officer, or his designee has the authority to approve any settlement reached by mutual agreement.
- (c) If in the opinion of the chief procurement officer, after reasonable attempt, a protest cannot be settled by mutual agreement, the chief procurement officer shall conduct promptly an administrative review. The chief procurement officer or his designee shall commence the administrative review no later than 15 business days after the deadline for receipt of a protest has expired and shall issue a decision in writing within ten business days of completion of the review. The decision must state the reasons for the action taken.
- (d) A copy of the decision under subsection (c) must be mailed or otherwise

furnished immediately to the protestant and other party intervening.

Code of Ordinances



- (e) In the event of a timely protest pursuant to subsection (a) the county shall not proceed further with the solicitation or award of the contract until ten business days after a decision is posted by the chief procurement officer, except that solicitation or award of a protested contract is not stayed if the chief procurement officer, after consultation with the county administrator makes a written determination that the solicitation or award of the contract without further delay is necessary to protect the best interests of the county.

(Ord. No. 05-04, 3-20-05; Ord. No. 10-21, § 2, 12-6-10)

Sec. 2-428. - Reserved.



Editor's note— Ord. No. 10-21, § 3, adopted December 6, 2010, repealed the former section 2-428 in its entirety, which pertained to the right to protest—decision, and derived from Ord. No. 05-04, adopted March 20, 2005.

Sec. 2-429. - County policy pertaining to the execution of change orders on county construction projects.



- (a) The county administrator, with the approval of the county engineer or project architect, as applicable to a particular construction project, is hereby authorized to execute change orders on county construction projects in an aggregate amount not exceeding ten percent of the contract amount. This authority applies only to projects where construction of the project has been previously approved by the county council, and where funds are available in project contingency, reserve or other accounts as required to implement the change order involved.
- (b) Any change order requiring additional project funding, which would have to be provided from the general fund of the county to a capital construction account, shall require the advance approval of the county council.
- (c) No change order shall be artificially divided into two or more change orders.
- (d) Change orders approved by the county administrator under the authority granted in subsection (a) above shall be circulated to the county council for information.

(Ord. No. 05-04, 3-20-05)

Sec. 2-430. - Assistance to small, disadvantaged, and minority/women-owned business enterprises.
Code of Ordinances



- (a) The county wishes to insure that small business enterprises and small, disadvantaged and minority/women owned business enterprises be offered a fair opportunity to fully participate in the overall procurement process of the county when required by statute or regulation, and otherwise to the extent practical. To that end, the county, through its chief procurement officer shall insure the county when practical, or otherwise required by statute or regulation:
- (1) Provides assistance with the procurement process small, disadvantaged, and minority/women-owned business enterprises;
 - (2) Cooperates and works with other private, municipal and state agencies such as the Small Business Administration, Governor's Office of Small and Minority Business Assistance, and similar agencies maintaining special source lists of small, disadvantaged and minority/women-owned business enterprises detailing the products and services they provide;
 - (3) Insures sourcing on grant funded projects are in full compliance with appropriate state and federal regulations specifically related to small business enterprise and small, disadvantaged and women-owned business enterprise engagement.
- (b) For purposes of this section, the following terms have the meaning as indicated:

Minority business enterprise means a business in which minority group members own 51 percent or more of the company; or, in the case of a publicly-owned business, one in which minority group members own at least 51 percent of its voting stock and control management and daily business operations. For this purpose, minority group members are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Indian Tribes, Asian Pacific Americans, Native Hawaiian Organizations and other minorities.

Small business means independently owned and operated and which is not dominant in its field of operation and in conformity with specific industry criteria defined by the Small Business Administration (SBA).

Small disadvantaged business means a small business that is at least 51 percent owned and controlled by a socially and economically disadvantaged individual or individuals.

Women business enterprise means a small business that is at least 51 percent owned by one or more women. In the case of publicly owned businesses, at least 51 percent of the stock is owned by one or more women and the management and daily operations or the business are controlled by one or more women.

(Ord. No. 10-21, § 4, 12-6-10)

Secs. 2-431—2-440. - Reserved.

**DIVISION 2. - INTERGOVERNMENTAL RELATIONS FOR PROCUREMENT
COOPERATIVE PURCHASING**

Sec. 2-441. - Authorized.

The chief purchasing officer may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for procurement of supplies, services or construction with one or more public procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include but is not limited to joint multiparty contracts between public procurement units.

(Ord. No. 05-04, 3-20-05)

Sec. 2-442. - Sale, acquisition or use of supplies.

The chief purchasing officer may sell to, acquire from or use any supplies belonging to another public procurement unit independent of bid process or sales process of this article.

(Ord. No. 05-04, 3-20-05)

Sec. 2-443. - Cooperative use of supplies and services.

The chief purchasing officer may enter into an agreement, independent of the requirement of the bid process and sale process of this article, with any public procurement unit for the cooperative use of supplies or services under the term agreed upon between the parties.

(Ord. No. 05-04, 3-20-05)
Code of Ordinances



Sec. 2-444. - Joint use of facilities.



The chief purchasing officer may enter into agreements for the common use or lease of warehousing facilities, capital equipment and other facilities with another public procurement unit under the terms agreed upon between the parties.

(Ord. No. 05-04, 3-20-05)

Sec. 2-445. - Use of state contracts.



The chief purchasing officer may, independent of the requirements of bid process of this article, procure supplies, services or construction items through the contract established by the purchasing division of the State of South Carolina as provided for in South Carolina Code section 11-35-10 et seq. (State Consolidated Procurement Code).

(Ord. No. 05-04, 3-20-05)

Sec. 2-446. - Rebidding or cancellation of existing contract.



In the event a vendor is unwilling or unable to perform a contract or the vendor gives written notice of cancellation of an existing contract, the chief purchasing officer may immediately pursue a replacement of said contract either by formal or informal bid procedure as is appropriate, with the approval of the county administrator or his designee. The chief purchasing officer may accept a next lowest bidder. The option selected shall be the most advantageous to the county.

(Ord. No. 05-04, 3-20-05)

< Secs. 2-205—2-400. - Reserved.

Chapter 3 - ANIMALS >



Jasper County Finance Department

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

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

Jasper County Council Approval of M. B. Kahn Construction Co., Inc. Work Authorization No. 005 Renovation of Jasper County Court House

Meeting Date:	July 15, 2024
Subject:	Approval of M. B. Kahn Construction Co., Inc. Work Authorization No. 005 for the Jasper County Courthouse renovations, acceptance of staff recommended work authorization, and authorization to allow the County Administrator to execute the work authorization.
Recommendation:	Approve M. B. Kahn Construction Co., Inc. Work Authorization No. 005 for the Jasper County Courthouse renovations, to authorize the construction manager to proceed with preconstruction services including the preparation of the Guaranteed Maximum Price (GMP) proposal and to authorize the County Administrator to execute the Work Authorization.

Description: Jasper County Clerk of Court requested renovations to the Courthouse. The County reached out to M. B. Kahn Construction Co., Inc., under the Construction Management at Risk Services contract entered into on September 6, 2022, and extended in 2024. The renovations will be funded through the Title 4 Child Support Incentive Fund and have been reviewed and approved by the Office of Child Support Services.

Recommendation: Staff recommends that the Council accept Work Authorization No. 005 from M. B. Kahn Construction Co., Inc. for the renovation of the Jasper County Courthouse with a project budget of \$750,000 and authorize the County Administrator to execute the Work Authorization.

Attachments:

- M. B. Kahn Construction Co., Inc Work Authorization No. 005
- M. B. Kahn Construction Co, Inc. Conceptual Budget for Jasper County Courthouse
- M. B. Kahn Construction Co., Inc. Construction Management at Risk Contract Extension Jan. 18, 2024
- M. B. Kahn Construction Co., Inc. Construction Management at Risk Contract Sept. 6, 2022



Jasper
County
South Carolina

JASPER COUNTY - WORK AUTHORIZATION

Work Authorization - No. 005 07.08.2024

In accordance with Paragraph 1.1.1 of the Agreement Between Owner and Construction Manager, Owner hereby authorizes the Construction Manager to proceed with Preconstruction Services including preparation of a Guaranteed Maximum Price (GMP) proposal for the following project:

Project Name: Jasper County Courthouse Renovations

Project Budget: \$750,000

Note: Work Authorization budget does not include costs for the land purchase or items associated with land acquisition

Jasper County

Date

Name, Title



M. B. Kahn
Construction

JASPER COUNTY COURTHOUSE

The Jasper County Courthouse is a historic building located at 3rd Ave, Ridgeland, SC 29936. It was built in 1915 and was most recently renovated in 2009 and 2011. The purpose of this assessment was to provide some budgets for miscellaneous interior and exterior upgrades. In lieu of providing one lump sum, we are providing a list of costs associated with each renovation scope. These budgets include estimates for construction cost, contingency, design fees (where applicable), etc. and should not be compared to typical unit costs for construction only.

<u>Building Cleaning/Prepping for Renovations</u>	<u>\$28,000</u>
<u>Interior and Exterior Painting</u>	<u>\$196,000</u>
<u>Replace Door Hardware</u>	<u>\$298,000</u>
<u>Add Corner Guards</u>	<u>\$39,000</u>
<u>Replace Courtroom Seating</u>	<u>\$69,000</u>
<u>Improve Soundproofing in Jury Room</u>	<u>\$31,000</u>
<u>Replace Doors at Clerk of Court and Courtroom</u>	<u>\$16,000</u>
<u>Replace Select Ceiling Tiles</u>	<u>\$22,000</u>
<u>Replace Retractable Bollards and Entrance Gates</u>	<u>\$51,000</u>

TOTAL BUDGET: \$750,000

Miscellaneous interior and exterior renovations (approx. 20,370sf).

Budget includes the following:

- Construction Costs
- Contingency
- Design Fees

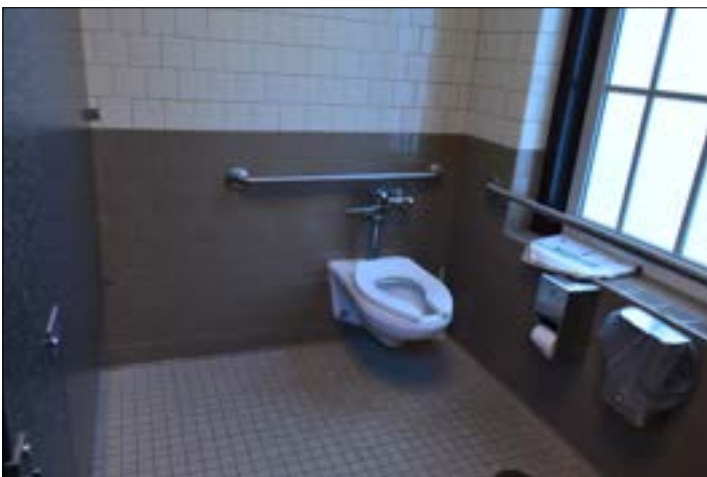


Jasper
County
South Carolina



M. B. Kahn
Construction

JASPER COUNTY COURTHOUSE



Jasper
County
South Carolina



January 18, 2024

Andrew P. Fulghum, ICMA-CM, County Administrator
Jasper County
PO Box 1149
Ridgeland, South Carolina 29936

Re: Jasper County Capital Planning Extension
Dear Mr. Fulghum:

M. B. Kahn is excited to be a part of the continued growth of Jasper County, and look forward to continuing to support your staff with planning and management as capital projects are developed and brought from ideas to reality. We have prepared the following proposal for future planning and project support services. These services include:

- Review new/potential capital projects identified by County officials (approx. 10-12 projects)
- Define scopes based on facility walk-throughs and information provided by County officials
- Develop conceptual budgets for each project based on agreed upon scope
- Provide project detail sheets and photos for each project (per format established in original plan report)
- Option for annual update of original report

M. B. Kahn will provide these services based on an hourly cost basis with a not-to-exceed total cost:

Estimator - 80 hours @ \$80.00/hr
Senior Estimator - 40 hours @ \$125.00/hr
Project Executive - 40 hours @ \$175.00/hr

Current NTE amount	\$40,000
Added NTE for capital planning services extension (2024)	<u>\$20,000</u>
Total revised NTE amount	\$60,000
Optional NTE for Annual update of original report	\$5,000

Please indicate your acceptance of this proposal by signing below and returning a copy to us for our files. We look forward to continuing this successful and exciting program!

Sincerely,

M. B. KAHN CONSTRUCTION CO., INC.

William W. Cram
Executive Vice President

Jasper County

Andrew W. Fulghum ICMA-CM
County Administrator

AIA[®] Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Sixth day of September in the year Two Thousand Twenty-Two
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Jasper County
358 3rd Avenue, Suite 306-A
Ridgeland, SC 29936

and the Construction Manager:
(Name, legal status, address, and other information)

M. B. Kahn Construction Co., Inc.
101 Flintlake Road
Columbia, SC 29223
803-736-2950

for the following Project:
(Name, location, and detailed description)

Capital Improvements and Investment Plan

The Architect:
(Name, legal status, address, and other information)

To be determined

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
- EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The scope of this Agreement includes those projects identified in the Jasper County Capital Improvements and Investment Plan as well as any future projects that the Owner may identify for inclusion in this Agreement. The Owner will determine which projects are to be undertaken and will authorize the Construction Manager in writing to proceed with the Preconstruction Services phase of each said project, including preparation of a Guaranteed Maximum Price (GMP) proposal for each project. Upon the Owner's acceptance of any such GMP proposal, the Construction Manager will prepare a separate GMP Amendment (Exhibit A) and Insurance and Bonds (Exhibit B) for execution prior to starting the Construction Phase of each project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Init.

The Owner will identify the projects to be included in this Agreement and will provide the appropriate documents for those projects.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

The budget for each project will be provided as part of the documentation noted in 1.1.2.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
To be determined individually for each project.
- .2 Construction commencement date:
To be determined individually for each project.
- .3 Substantial Completion date or dates:
To be determined individually for each project.
- .4 Other milestone dates:
To be determined individually for each project.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

To be determined individually for each project.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To be determined individually for each project.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

None noted at this time.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Andrew W. Fulghum, County Administrator
Jasper County
358 3rd Avenue, Suite 306-A
Ridgeland, SC 29936

Init.

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

To be determined individually for each project.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined individually for each project, if needed.

.2 Civil Engineer:

To be determined individually for each project, if needed.

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

To be determined individually for each project, if needed.

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

The Architect has not been selected as of the time of execution of this Agreement. The Architect's representative will be identified at the time of Architect selection.

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

William W. Cram, Executive Vice President
M. B. Kahn Construction Co., Inc.
101 Flintlake Road
Columbia, SC 29223
803-736-2950

Init.

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

The Construction Manager shall provide sufficient qualified staff to meet the requirements of the program.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

The Owner and Construction Manager will collaborate in establishing requirements for subcontractor procurement.

§ 1.1.15 Other Initial Information on which this Agreement is based:

None noted at this time.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

Init.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into

consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment

Init.

opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. All procurement shall comply with Jasper County's procurement policy and will follow the County's ordinance, provided that it is not superseded by State or Federal law.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

The Construction Manager shall provide Other Preconstruction Services for any project upon request from the Owner. Compensation adjustment, if any, will be agreed to in writing prior to the performance of any additional preconstruction services.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a Five Percent (5.00%) contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The contingency amount shall be clearly identified in the GMP Proposal and the GMP Amendment, Exhibit A. The Owner acknowledges that the Construction Manager may use the Construction Manager's contingency to cover unanticipated costs including, but not limited to items such as estimating errors; unforeseen construction problems; market changes including material escalation costs; scope gaps; weather conditions; late or expedited deliveries; manpower shortages; cost of punch list work not covered by the Subcontractors; and other costs allowable under Article 7, Cost of the Work for Construction Phase..

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a

Init.

Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

A Fee equal to One and One-Half Percent (1.50%) of the total budget for each project plus the cost of providing Preconstruction Services as defined herein:

COST OF PRECONSTRUCTION SERVICES

1.1 The cost of Preconstruction Services provided by Construction Manager may include, but are not limited to, the following: project manager; site manager; assistant site manager; estimators and other preconstruction phase staff; office, project and scheduling engineers; clerical staff; supplies and equipment; project vehicles; project signs; progress photographs; project insurance and taxes.

1.2 Items purchased by Owner shall become the property of Owner upon the completion of the Project. Items rented by Owner from the Construction Manager shall remain the property of Construction Manager upon the completion of the Project.

1.3 COST OF PRECONSTRUCTION SERVICES ITEMS

1.3.1 Owner will reimburse Construction Manager for all costs and expenses of Preconstruction Services items including but not limited to the following:

- .1** The pro-rata wages and the associated cost of program personnel, including the salaries of the project manager, site manager, assistant site manager, estimators and other preconstruction phase staff, office, project and scheduling engineers, clerical staff, and home office employees while engaged on the Project whether on-site or off-site.
- .2** The cost to provide statutory benefits required by law, such as FICA, Workmen's Compensation, Unemployment Insurance, etc., at the rate of 23 percent of wages. The cost of group employee benefits such as medical insurance, disability benefits, deferred compensation / profit sharing plans, etc., shall be reimbursed at the rate of 34 percent of wages or salaries paid to such employees for work in connection with the Project.
- .3** The expense of equipment, including computers and vehicles, owned by Construction Manager.
- .4** The expense of equipment rented from others including the cost of field offices.
- .5** The amount of all sales, use, gross receipts and other taxes paid in connection with the project.
- .6** The cost of permits and licenses as required by the Contract Documents.
- .7** The cost of transportation and living expenses for the program personnel including project manager, site manager, assistant site manager, estimators and preconstruction staff, and office, project engineer, and scheduling engineers when traveling in connection with the Project.

Init.

- .8 The cost of shipping and postage related to the Project.
- .9 The cost of all telephone charges related to the Project.
- 1.4 Preconstruction Services costs may also include services normally arranged for and managed by the Owner. This would include items such as testing, inspections, specialty consultants, surveying, document reproduction, signs, licenses and other miscellaneous items requested by the Owner.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Not applicable.

Individual or Position	Rate
------------------------	------

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Sixty (60) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Prime plus 2.00 % Prime plus Two Percent per annum.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manager's Fee will be based on a percentage of the Cost of the Work for each project, and will be converted to a Lump Sum upon execution of the GMP Amendment for each project. The following fees shall apply to the projects based on the estimated Cost of the Work:

- Up to \$2,000,000: Seven and one-half percent (7.50%).
- \$2,000,001 - \$5,000,000: Six percent (6.00%).
- \$5,000,001 - \$10,000,000: Five percent (5.00%).
- Over \$10,000,000: Four and one-half percent (4.50%).

Init.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For additive change orders the fee will be increased based on the original fee percentage for the project. There will be no fee adjustment for deductive change orders.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractors will be limited to Ten Percent (10.00%) for self-performed work and Five Percent (5.00%) for work performed by their subcontractors.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Provision for liquidated damages, if any, will be established during the development of the Guaranteed Maximum Price for each project, and will be set forth in Exhibit A.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Savings, if any shall be divided with 75% accruing to the Owner and 25% accruing to the Construction Manager.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction

Init.

Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when working on the project, whether stationed at the site or off site.

(Paragraphs deleted)

§

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3 at a standard rate of Fifty-seven Percent (57.00%) of wages or salaries.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. All subcontractor selections will be made in accordance with M. B. Kahn's subcontracting policies and will be incorporated into M. B. Kahn's Subcontractor Default Protection Plan. For the purpose of payment under this Agreement Owner will pay Construction Manager 1.20% of each subcontract cost, payable in full upon execution of each subcontract agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials,

supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. For purposes of payment under this Agreement the cost of General Liability insurance is equal to 1.15% of the GMP and the cost of Payment and Performance Bonds is equal to 0.83% of the GMP, and both are payable in full upon execution of the GMP Amendment.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

Init.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

Init.

- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

Int.

- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Three and one-half percent (3.50%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Retainage shall be reduced to a maximum of One percent (1.00%) upon issuance of a certificate of Substantial Completion.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

Init.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same

Ink.

basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Prime plus 2.00 % Prime plus Two percent

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction in Jasper County, SC.
- Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

Init.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

The Termination Fee shall be 20% of the Construction Manger's Fee on the unperformed portion of the Work at the time of termination.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

13.4 Right to Cure

Notwithstanding any of the previous provisions of Article 13, either party shall have 14 days to "cure" or provide a suitable plan for "curing" any alleged default or reason for termination.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any

person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Umbrella Insurance	Not less than Ten Million Dollars (\$10,000,000.00)

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

Init.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.



OWNER (Signature)

Mr. Andrew Fulghum County Administrator
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

William w. Cram Executive Vice President
(Printed name and title)

Int.



SC DEPARTMENT of
**ENVIRONMENTAL
SERVICES**

July 1, 2024

Andrew Fulghum
Jasper County
P.O. Box 1149
Ridgeland, SC 29936

Dear Andrew Fulghum,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Jasper County has been awarded a FY2025 Used Oil recycling grant. Please note that due to budget constraints, the maximum award for tank installations was capped at no more than (2) installations for any proposal. All requests for spill supplies were also reduced by 10 percent. All grant requests for attendant buildings, construction projects (beyond concrete pads and carport covers tanks), and direct costs for vehicle purchases were not funded for the FY2025 Used Oil Grant cycle. Enclosed please find the original grant agreement.

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in Section I.F. Grantee's Responsibility and Section II. Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, all items, other than contractor costs and professional development, must be requisitioned, purchased or procured by the end of the third quarter, unless otherwise extended or approved by the Department. In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than December 1, 2024.**

To accept the offer of this award, **please print and sign the grant agreement and return the pdf of your signed grant agreement to our office via email.** You may not begin work under the terms of your grant until the office is in possession of the signed grant agreement. The office will send you an email notification when we receive the signed grant agreement. Please send the pdf of your signed grant agreement to my attention at SWGRANTS@des.sc.gov.

Congratulations on your award. Please call me at 803-898-1345 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

A handwritten signature in black ink that reads "Woody Barnes".

Woody Barnes

Cc: Dallas Lassiter



**USED OIL RECYCLING
GRANT AGREEMENT**

Section 44-96-160, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:	Jasper County Andrew Fulghum P.O. Box 1149 Ridgeland, SC 29936
Grant Number:	27WO25
Grant Execution Date:	Upon the final signature of this grant agreement.
Grant Ending Date:	June 30, 2025
Grant Amount:	\$1,413.56
Authorized Representative: Phone Number: Email:	Andrew Fulghum (843) 717-3690 afulghum@jaspercountysc.gov
Contact Person: Phone Number: Email:	Dallas Lassiter (843) 726-7740 dlassiter@jaspercountysc.gov
Financial Officer: Phone Number: Email:	Kimberly Burgess (843) 717-3692 kburgess@jaspercountysc.gov

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The South Carolina Department of Environmental Services (SCDES), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for used oil recycling projects approved for expenditure of funds under the Used Oil Recycling Grant Program. The Used Oil Recycling Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Jasper County submitted to the Office on or about April 5, 2024 an application for used oil recycling funds.

A maximum of \$1,413.56 inclusive of all costs will be granted for this project to the government of Jasper County (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Funds will be used for the purchase of equipment, supplies or services to support the grantee's used oil collection program, as specified in the budget below.

Contractor costs may be used for the removal of oil filters and other maintenance services necessary at used oil collection sites. The allowable expenditure for these services shall not exceed the pricing listed in the state contract for used oil recycling services. Fees assessed for contamination charges with oil filter recycling are not reimbursable.

Public education funds will be used for promotional activities to include design, printing, and distribution of materials. All expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. Approval requests must be submitted to the Office no later than December 1, 2024.

All purchases made under the scope of the grant, with the exception of contractor costs and professional development (travel), must be requisitioned, purchased or procured no later than 90-days prior to the end of the grant, unless otherwise approved by the Office.

Professional development funding will be used for costs associated with attending recycling conferences, meetings or training. All expenses for events other than SCDES sponsored recycling conferences or training must be specifically requested in writing and approved by this Office prior to beginning the activity. Travel expense reimbursement requests must conform to the limits of E.2 (below).

Local government staff will ensure that all materials collected in this program are recycled or reused. End markets and quantity of all materials collected as a result of this grant will be reported in the quarterly progress reports.

BUDGET:

Equipment/Supplies	\$1,413.56
Contractor Costs	\$ 0.00
Public Education	\$ 0.00
Professional Development	\$ 0.00

C. EFFECTIVE DATES

The term of this grant is upon the final signature through June 30, 2025. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

- 1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2024, and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due
1	Start Date – Sept. 30	October 15
2	Oct. 1 – Dec. 31	January 15
3	Jan. 1 – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

- 2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the amount of recyclable materials recovered.
3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to SCDES.
4. The Grantee shall keep accurate records regarding the amount of material recovered and recycled. The Grantee shall include this information and specify the units of measure in the progress reports.

E. PAYMENTS

- 1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient’s approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.
2. Reimbursement of the Grantee’s travel expenses, including room and board, incurred in connection with the services under this grant agreement will be limited to the standard rates for State employee travel in effect during the period of this grant agreement and will be included within the maximum amount of the grant agreement.

[REFERENCE: <http://www.state.sc.us/dio/OIOTravelRegulations.htm>]

The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.

The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited

to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

3. All final reimbursement requests must be made within forty-five (45) days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.
2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.
3. The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.
4. The Grantee shall not provide any SCDES grant funds to private sector recycling programs unless specifically contracting for goods or services.
5. Obligations on any outstanding Used Oil Recycling Grant must be fulfilled before any reimbursements are made on a new Used Oil Recycling Grant unless otherwise approved by the Office.
6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form (travel) will be provided by the Office.
7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.
8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.
9. Grantees that own or operate used oil collection centers must ensure that their used oil and oil/gas mixtures are transported only by transporters who have obtained an EPA identification number and a registration from SCDES.
10. Grantees that own or operate used oil collection centers must comply with the generator standards in Subpart C of regulation R. 61-107.279 – Solid Waste Management: Used Oil.

11. The grantee will be responsible for ensuring that used oil and/or oil/gas mixtures transported from the used oil collection centers is recycled at an approved facility. The grantee is also responsible for ensuring that used oil filters and oil bottles collected under this grant are recycled.
12. Grantees that own or operate used oil collection facilities must notify the SCDES in writing if they intend to cease the collection of used oil, oil/gas mixtures, oil filters or oil bottles.
13. Containers and tanks used to store used oil at collection centers must be equipped with a secondary containment system capable of retaining the volumetric contents of the largest tank or container.
14. The secondary containment system must consist of, at a minimum: (a) dikes, berms, retaining walls, or similar structures and (b) a floor. The floor must cover the entire area within the dikes, berms, retaining walls or similar structures. On some tanks, the secondary containment may be a built-in feature of the tank.
15. The entire containment system, including walls and floor, must be sufficiently impervious to used oil to prevent any used oil released into the containment system from migrating out of the system to the soil, groundwater, or surface water.
16. Oil collection tanks, containment systems, oil bottle collection containers, oil bottle drain racks, and oil filter collection containers are to be placed on a concrete pad under a cover of a size sufficient to prevent rainwater from collecting in the containment basin and to prevent any used oil from migrating into the environment.
17. The design, installation and operation of all sites at which mixtures of used oil and gasoline are accepted must be in accordance with all applicable state and local requirements, including locally adopted building and fire codes. The Grantee shall contact the local governmental authorities having jurisdiction [building official, fire official, etc.] to determine the local requirements for these facilities, such as permitting, plan review, testing and any other legal requirements that may be applicable.
18. Oil collection facilities that collect used motor oil and/or oil/gas mixtures where total aggregate capacity exceeds 1320 gallons, must operate according to Spill Prevention, Control and Counter Measures (SPCC) rule.
19. If a hazardous substance is found to be mixed with used oil accepted from the public at a permitted used oil collection facility, costs for the proper disposal of this contaminated waste (not to exceed \$500,000 per year) will be incurred by the Petroleum Fund, if no more than five gallons of used oil was accepted from any one person at any one time.

II. TERMS AND CONDITIONS

- A. **MINORITY BUSINESS:** To the extent Grantee must subcontract services or purchase materials for performance under this Grant, Grantee must make positive efforts to use small and minority owned businesses or individuals.
- B. **SUBCONTRACTORS:** Grantee shall not subcontract any of the work or services covered by this grant without SCDES's prior written approval.
- C. **ASSIGNMENT:** The Grantee cannot assign or transfer the grant or any of its provisions without SCDES's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.

- D. **AMENDMENTS:** The Grant Agreement may only be amended by written agreement executed by both parties.
- E. **RECORDKEEPING, AUDITS, & INSPECTIONS:** The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after the end of the grant period and make records available for inspection and copying and audit at any time SCDES deems necessary. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow SCDES to inspect facilities and locations where activities under this grant are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this grant may result in immediate termination of this grant with no further obligation on the part of SCDES.

The Grantee must dispose of records containing SCDES confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by SCDES, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

- F. **TERMINATION:**
1. SCDES may terminate the grant by providing thirty (30) calendar days written notice of termination to the grantee. SCDES funds for this grant are payable from State fees. If funds are not appropriated or otherwise available to SCDES to pay the charges or fund activities under this grant, it shall terminate upon written notice to the Grantee without any further obligation by SCDES, except the obligation to pay for allowable expenses already incurred. Unavailability of funds will be determined in SCDES's sole discretion. SCDES has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
 2. SCDES may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty calendar days advance written notice. SCDES may, at its option, allow the Grantee a reasonable time to cure the default before termination.
 3. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.
- G. **NON-DISCRIMINATION:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, veteran status, pregnancy, gender identity, sexual orientation, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by SCDES.

Grantees that administer or provide SCDES programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any SCDES-funded programs, activities and services.

- H. **INSURANCE:** During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of three years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide SCDES with satisfactory evidence of such coverage. If Grantee is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.
- I. **DRUG FREE WORKPLACE:** By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.
- J. **STANDARD OF PERFORMANCE:** The Grantee will perform all services under this agreement with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.
- K. **NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY:** Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires SCDES to indemnify, hold harmless, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.
- L. **RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement. Grantee's employees are not and shall not be considered SCDES employees. Grantee shall not take any action or make any statement that suggests or implies that Grantee or its employees are employees, agents, partners, or joint venturers of SCDES or have any right or authority to bind SCDES to any agreement with a third party or to incur any obligation or liability on behalf of SCDES except to the extent expressly authorized in this grant agreement.
- M. **CHOICE OF LAW:** The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and/or of the other's employees, under the laws of the State of

South Carolina, except its choice of law rules.

- N. DISPUTES: All disputes, claims, or controversies relating to the Agreement and subject to the South Carolina Procurement Code, S.C. Code § 11-35-10 *et seq.*, must be resolved exclusively in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must only be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by SCDES regarding the Agreement is not a waiver by SCDES of its sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and does not represent SCDES's consent to the jurisdiction of any court or agency of any other state.
- O. DEBARMENT: The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering in this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, SCDES may terminate the grant for cause in addition to other remedies available.
- P. SERVICE OF PROCESS: The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
- Q. NOTICE: All notices under this grant agreement may be given by personal delivery, fax or e-mail (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

Jasper County
Andrew Fulghum
P.O. Box 1149
Ridgeland, SC 29936
(843) 717-3692
afulghum@jaspercountysc.gov

SCDES- Land and Waste Management
Richard Chesley
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@DES.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address, or by mail to the named person's office.

- R. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.
- S. **THIRD PARTY BENEFICIARY:** This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.
- T. **INSOLVENCY, BANKRUPTCY, AND DISSOLUTION:** (a) Notice. The Grantee shall notify SCDES in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination by SCDES upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.
- U. **SEVERABILITY:** The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- V. **WAIVER:** SCDES does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the SCDES Contracts Manager has actual authority to waive any of SCDES's rights under this grant. Any waiver must be in writing.
- W. **PLACE OF CONTRACTING.** This Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.
- X. **ATTACHMENTS/ENTIRE AGREEMENT:** Attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement. This grant with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this grant agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this grant agreement without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the grant agreement.
- Y. **PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:**
SCDES has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally

prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and SCDES's policies and procedures regarding false claims may be obtained from the SCDES's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of SCDES who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If the Grantee, Grantee's agents or employees have reason to suspect FWA in agency programs, this information should be reported in confidence to SCDES. A report may be made by writing to the Office of Internal Audits, SCDES, 2600 Bull Street, Columbia, SC 29201; or by calling the SCDES Fraud, Waste and Abuse Hotline at 803-898-4863 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of SCDES's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

- Z. OTHER REPRESENTATIONS OF GRANTEE: The Grantee represents, warrants, and covenants:
- (a) Grantee has and will maintain the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.
 - (b) Grantee's execution and performance of this Agreement do not and will not violate or conflict with any other obligation of Grantee.
 - (c) Grantee has no conflict of interest with its obligations under this Agreement.
 - (d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
 - (e) Grantee has not previously been found in breach or default of any government contract or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract or grant, except as disclosed on an exhibit to this grant.
 - (f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to this grant.
- AA. COUNTERPARTS AND FACSIMILE SIGNATURES: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.
- BB. SURVIVAL: Clauses which by their nature require performance or forbearance after the grant period will survive termination, cancellation, or expiration of the Grant unless expressly provided otherwise in the Grant or an amendment.
- CC. TIME: Unless specified otherwise: (a) "days" in this Grant means calendar days; (b) in computing any period of time prescribed or allowed by this Grant, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.
- DD. NO ENDORSEMENT: Grantee will not take any action or make any statement, or request SCDES take any action or make any statement that suggests or implies that SCDES or the State of South Carolina endorses Grantee or its services. Grantee shall not publish any comments or quotes by State employees

or include the State in either news releases or a published list of customers, without the prior written approval of the SCDES Contracts Manager.

EE. EQUIPMENT:

1. Equipment and/or supplies having a value of \$1,000.00 or greater will remain the property of the Grantee.
2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of \$1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.
3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.

FF. LICENSE/ACCREDITATION: The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents to perform services under this agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and that the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. The Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this grant. The Grantee will immediately notify SCDES if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of the Grantee or Grantee's employees or agents providing or performing services under this grant.

GG RECORDS RETENTION:

1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period and shall be available for audit at any time such audit is deemed necessary by SCDES. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.
2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

HH. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform to the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.
2. Sole source justifications must conform to the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.
3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

II. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

No SCDES employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
 - a) Using his official position for private gain;
 - b) Giving preferential treatment to any person;
 - c) Losing complete independence or impartiality;
 - d) Making an official decision outside official channels, or
 - e) Affecting adversely the confidence of the public in the Integrity of the State government or the program.

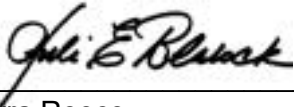
JJ. REIMBURSEMENTS TO SCDES: In the event Grantee fails to perform the services described herein and has previously received financial assistance from SCDES, Grantee shall reimburse SCDES to the full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from SCDES, Grantee shall proportionally reimburse SCDES for payments made.

KK. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to SCDES. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to SCDES. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to SCDES. Grantee shall execute without additional compensation any additional documents SCDES may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

LL. OFFER AND ACCEPTANCE

The state of South Carolina, acting by and through the South Carolina Department of Environmental Services (SCDES), hereby offers assistance to the local government of Jasper County for all allowable costs incurred up to and not exceeding \$1,413.56.

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (SCDES):



Myra Reece
Interim Director

7/01/2024

Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative must sign the grant instrument and return the original to the Office.)

Signature of Authorized Representative

Date



July 1, 2024

Andrew Fulghum
Jasper County
P.O. Box 1149
Ridgeland, SC 29936

Dear Andrew Fulghum,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Jasper County has been awarded a FY25 Solid Waste Grant. **Attached, please find the original grant agreement. This must be signed and returned to our Office within ten (10) days.**

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

As a reminder, **all items, other than contractor costs, must be requisitioned, purchased or procured no later than 90-days prior to the close of the grant.** In addition, all expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. **Approval requests for public education/promotional materials must be submitted to the Office no later than December 1, 2024.**

To accept the offer of this award, **please print and sign the grant agreement then return the pdf of your signed grant agreement to our office via email.** You may not begin work under the terms of your grant until the office is in possession of the signed grant agreement. The office will send you an email notification when we receive the signed grant agreement. Please send the pdf of your signed grant agreement to my attention at SWGRANTS@des.sc.gov.

Congratulations on your award. Please contact Grace Anne Martin at 803-898-0998. if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Respectfully,

Grace Anne Martin
Environmental Health Manager III

Cc: Dallas Lassiter



**SOLID WASTE MANAGEMENT
GRANT AGREEMENT**

Section 44-96-130, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:	Jasper County P.O. Box 1149 Ridgeland, SC 29936
Grant Number:	27SW25
Grant Execution Date:	Upon the final signature on this grant agreement.
Grant Ending Date:	June 30, 2025
Grant Amount:	\$9,947.39
Authorized Representative:	Andrew Fulghum (843) 717-3690 afulghum@jaspercountysc.gov
Contact Person:	Dallas Lassiter (843) 726-7740 dlassiter@jaspercountysc.gov
Financial Officer:	Kimberly Burgess (843) 717-3692 kburgess@jaspercountysc.gov

DEPARTMENT OF ENVIRONMENTAL SERVICES

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The South Carolina Department of Environmental Services (SCDES), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for solid waste management projects approved for expenditure of funds under the Solid Waste Management Grant Program. The Solid Waste Management Grant Program was mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Jasper County submitted to the Office on or about April 5, 2024 an application for Solid Waste Management grant funds.

A maximum of \$9,947.39 inclusive of all costs will be granted for this project to the government of Jasper County (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Funds will be used to purchase roll-off containers to be used to collect recyclables. Funds will also be used for professional development.

All purchases made under the scope of the grant, with the exception of contractor costs and professional development, must be requisitioned, purchased or procured no later than 90-days prior to the end of the grant, unless otherwise approved by the Office.

BUDGET:

Solid Waste General Recycling (category 1):	\$9,197.39
Professional Development:	\$ 750.00

Funds for public education will be used for promotional activities to include design, printing, and distribution of materials. All expenditures for public education/promotional materials must be approved by the Office prior to being requisitioned, purchased or procured. Approval requests must be submitted to the Office no later than December 1, 2024.

Local government staff will ensure that all materials collected in this program are recycled or reused. End markets and total annual tonnages for all materials collected as a result of this grant will be reported in the quarterly progress reports.

C. EFFECTIVE DATES

The term of this grant is upon the date of the final signature through June 30, 2025. Grantees may apply for two 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2024 and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due
1	Start Date – Sept. 30	October 15
2	Oct. 1 – Dec. 31	January 15
3	Jan. 1 – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the tonnages of recyclable materials recovered.
3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to SCDES.
4. The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in the progress reports.

E. PAYMENTS

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.
2. Reimbursement of the Grantee's travel expenses, including room and board, incurred in connection with the services under this grant agreement will be limited to the standard rates for State employee travel in effect during the period of this grant agreement and will be included within the maximum amount of the grant agreement.

[REFERENCE: <https://cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>]

The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.

The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

3. All final reimbursement requests must be made within forty-five (45) days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.

4. NO INTEREST OR LATE FEES – No interest or late payment charges will be paid except as provided by S.C. Code Section 11-34-35, which provides Grantee's exclusive means of recovering any type of interest from SCDES. Grantee waives imposition of interest penalty unless the invoice submitted specifies that the late penalty is applicable. SCDES shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this grant agreement for any reason.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.
2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.
3. The Grantee shall be responsible for the procurement, installation, operation, and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.
4. The Grantee shall not provide any SCDES grant funds to private sector recycling programs unless specifically contracting for goods or services.
5. Obligations on any outstanding Solid Waste Management Grant must be fulfilled before any reimbursements are made on a new Solid Waste Management Grant unless otherwise approved by the Office.
6. All professional development must be pre-approved by the Office in order to qualify for reimbursement. The Professional Development Approval Form (travel) will be provided by the Office.
7. All signs and educational material must be pre-approved by the Office prior to production or printing. Draft signs and educational material must be submitted using the Promotional/Educational Approval Verification Form supplied by the Office. The Office reserves the right to deny reimbursement for any material that has not been pre-approved. Approval for activities described in the grant application does not constitute approval of specific educational materials.
8. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.

II. TERMS AND CONDITIONS:

- A. MINORITY BUSINESS: The Grantee must agree to make positive efforts to use small and minority owned businesses and individuals.
- B. SUBCONTRACTORS: Grantee shall not subcontract any of the work or services covered by this grant without SCDES's prior written approval.

- C. **ASSIGNMENT:** The Grantee cannot assign or transfer the grant or any of its provisions without SCDES's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.
- D. **AMENDMENTS:** This grant may only be amended by written agreement of all parties, which must be executed in the same manner as the grant.
- E. **RECORDKEEPING, AUDITS, & INSPECTIONS:** The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the end Grant, and make records available for inspection and audit at any time SCDES deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow SCDES to inspect facilities and locations where activities under this Grant are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this grant with no further obligation on the part of SCDES.

The Grantee must dispose of records containing SCDES confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by SCDES, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

- F. **TERMINATION:**
 - 1. Either party may terminate the grant by providing thirty (30) calendar days written notice of termination to the other party.
 - 2. SCDES funds for this grant are payable from State fees. If funds are not available to SCDES to pay the charges or fund activities under this grant, it shall terminate without any further obligation by SCDES upon written notice to the Grantee. Unavailability of funds will be determined in SCDES's sole discretion. SCDES has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
 - 3. SCDES may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty (30) days advance written notice. SCDES may, at its option, allow the Grantee a reasonable time to cure the default before termination.
 - 4. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.
- G. **NON-DISCRIMINATION:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by SCDES.
- H. **INSURANCE:** During the term of this grant, the Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect

the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide SCDES with satisfactory evidence of such coverage. If Grantee is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

- I. DRUG FREE WORKPLACE: By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.
- J. STANDARD OF CARE: The Grantee will perform all services under this agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.
- K. NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY: Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires SCDES to indemnify, hold harmless, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.
- L. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement. Grantee's employees are not and shall not be considered SCDES employees
- M. CHOICE OF LAW: The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the state of South Carolina, except its choice of law rules.
- N. DISPUTES: All disputes, claims, or controversies relating to the Agreement and subject to the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, shall be resolved in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Agreement, the Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by SCDES regarding the Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution, and is not a consent to the jurisdiction of any court or agency of any other state.

- O. **DEBARMENT:** The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, SCDES may terminate the grant for cause in addition to other remedies available.
- P. **SERVICE OF PROCESS:** The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
- Q. **NOTICE:** All notices under this grant agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and Email numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

Jasper County
Andrew Fulghum
P.O. Box 1149
Ridgeland, SC 29936
(843) 717-3692
afulghum@jaspercountysc.gov

SCDES – Land and Waste Management
Richard Chesley
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@DES.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

- R. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.
- S. **THIRD PARTY BENEFICIARY:** This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.
- T. **INSOLVENCY, BANKRUPTCY, AND DISSOLUTION:** (a) Notice. The Grantee shall notify SCDES in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination

by SCDES upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.

- U. SEVERABILITY: The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- V. WAIVER: SCDES does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the SCDES Contracts Manager has actual authority to waive any of SCDES's rights under this grant. Any waiver must be in writing.
- W. PLACE OF CONTRACTING. This Agreement is deemed to be negotiated, made, and performed in the state of South Carolina.
- X. ATTACHMENTS/ENTIRE AGREEMENT: Any attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement.
- Y. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE: SCDES has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and SCDES's policies and procedures regarding false claims may be obtained from the SCDES's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of SCDES who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Grantee or Grantee's agents or employees have reason to suspect FWA in SCDES programs, this information should be reported in confidence to SCDES. A report may be made by writing to the Office of Internal Audits, SCDES, 2600 Bull Street, Columbia, SC, 29201; or by calling the SCDES Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of SCDES's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

- Z. OTHER REPRESENTATIONS OF GRANTEE: The Grantee represents and warrants:
 - (a) Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.

- (b) Grantee's execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee.
- (c) Grantee has no conflict of interest with its obligations under this Agreement.
- (d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- (e) Grantee has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit _____.
- (f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed in Exhibit _____.

AA. COUNTERPARTS AND FACSIMILE SIGNATURES: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.

BB. SURVIVAL: Clauses which by their nature require performance or forbearance after the Grant period will survive termination, cancellation, or expiration of the Grant unless expressly provided otherwise in the Grant or an amendment.

CC. TIME: Unless specified otherwise: (a) "days" in this Grant means calendar days; (b) in computing any period of time prescribed or allowed by this Grant, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.

DD. NO ENDORSEMENT: Nothing in this agreement may be interpreted to imply that the State of South Carolina or SCDES endorses any product, service, or policy of Grantee. Grantee will not take any action or make any statement, or request SCDES take any action or make any statement, that suggests or implies such an endorsement. Grantee shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the Contracts Manager.

EE. EQUIPMENT:

1. Equipment and/or supplies having a value of \$1,000.00 or greater will remain the property of the Grantee.
2. Equipment is defined as items of a permanent nature that can be used continuously and with a useful life of at least two years, and a cost of \$1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.
3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.

FF. LICENSE/ACCREDITATION: The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents who will perform services under this grant currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during

the term of this grant. Grantee will immediately notify SCDES if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Grantee or Grantee's employees or agents providing or performing services under this Contract.

GG. RECORDS RETENTION:

1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period, and shall be available for audit at any time such audit is deemed necessary by SCDES. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.
2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

HH. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.
2. Sole source justifications must conform with the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.
3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period of time, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

II. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

No SCDES employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
 - a) Using his official position for private gain;
 - b) Giving preferential treatment to any person;
 - c) Losing complete independence or impartiality;
 - d) Making an official decision outside official channels, or

e) Affecting adversely the confidence of the public in the Integrity of the State government or the program.

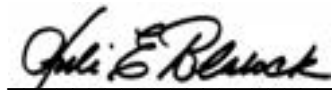
JJ. REIMBURSEMENTS TO SCDES: In the event Grantee fails to perform the services described herein and has previously received financial assistance from SCDES, Grantee shall reimburse SCDES to the full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from SCDES, Grantee shall proportionally reimburse SCDES for payments made.

KK. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to SCDES. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to SCDES. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to SCDES. Grantee shall execute without additional compensation any additional documents SCDES may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

LL. OFFER AND ACCEPTANCE

The state of South Carolina, acting by and through the Department of Environmental Services (SCDES), hereby offers assistance to the local government of Jasper County for all allowable costs incurred up to and not exceeding \$9,947.39.

DEPARTMENT OF ENVIRONMENTAL SERVICES (SCDES):



for Myra Reece
Interim Director

7/11/2024

Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative must sign the instrument and return the original to the Office.)

Signature of Authorized Representative

Date



SC DEPARTMENT of
**ENVIRONMENTAL
SERVICES**

July 1, 2024

Andrew Fulghum
Jasper County
P.O. Box 1149
Ridgeland, SC 29936

Dear Andrew Fulghum,

The Office of Solid Waste Reduction and Recycling is pleased to inform you that Jasper County has been awarded an FY2025 Waste Tire Grant. Enclosed please find the original grant agreement. Due to decreasing fund balances and budget uncertainties, the Department is only funding 70% of allowed shortfall requests. (The allowed shortfall amount calculated on the grant worksheet was reduced due to historical data in some cases.)

Please pay particular attention to section I.B. Scope of Work in the grant agreement. This section details the expenses that can be reimbursed. In addition, note carefully the information contained in section I.F. Grantee's Responsibilities and section II. Standard Terms and Conditions. These sections provide guidelines specific to this grant program.

To accept the offer of this award, **please print and sign the grant agreement then return the pdf of your ENTIRE signed grant agreement to our office via email.** You may not begin work under the terms of your grant until the office is in possession of the signed grant agreement. The office will send you an email notification when we receive the signed grant agreement. Please send the pdf of your signed grant agreement to my attention at SWGRANTS@des.sc.gov.

Congratulations on your award. Please call me at 803-898-1345 if you have questions concerning this or any other grant. We look forward to working with you this coming year.

Sincerely,

A handwritten signature in black ink that reads "Woody Barnes".

Woody Barnes

Cc: Dallas Lassiter



**WASTE TIRE RECYCLING
GRANT AGREEMENT**

Section 44-96-170, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee:	Jasper County P.O. Box 1149 Ridgeland, SC 29936
Grant Number:	27WT25
Grant Execution Date:	Upon the final signature on this grant agreement
Grant Ending Date:	June 30, 2025
Grant Amount:	\$51,800.00
Authorized Representative:	Andrew Fulghum (843) 717-3690 afulghum@jaspercountysc.gov
Contact Person:	Dallas Lassiter (843) 726-7740 dlassiter@jaspercountysc.gov
Financial Officer:	Kimberly Burgess (843) 717-3692 kburgess@jaspercountysc.gov

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

GRANT AGREEMENT

I. SCOPE OF SERVICES STATEMENT

A. INTRODUCTION

The South Carolina Department of Environmental Services (hereinafter referred to as SCDES), Office of Solid Waste Reduction and Recycling (hereinafter referred to as the Office), is the administrative agency for waste tire recycling projects approved for expenditure of funds under the Waste Tire Recycling Grant Program. The Waste Tire Recycling Grant Program is mandated under the South Carolina Solid Waste Policy and Management Act of 1991. Jasper County submitted to the Office on or about April 5, 2024, an application for Waste Tire recycling funds.

A maximum of 51800 inclusive of all costs will be granted for this project to the government of Jasper County (hereinafter referred to as the Grantee).

B. SCOPE OF WORK

Funds may be used for costs associated with the collection and recycling of waste tires from residents, tire retailers, fleets and automobile dismantlers. Contractor funds will be used for recycling of waste tires and will be reimbursed on a per/ton basis for costs in excess of the county's annual Department of Revenue tire fee disbursement and county-imposed waste tire tipping fees. Costs for the management of off-road tires cannot be charged to the grant.

Local government staff will ensure that all tires are transported only by waste tire haulers that are registered with SCDES, and that all tires are delivered to department-permitted and/or department-approved waste tire processing or recycling facilities. End markets and total annual tonnages for all materials collected as a result of this grant will be reported in the quarterly progress reports.

BUDGET:

Contractor Costs	\$51,800.00
------------------	-------------

C. EFFECTIVE DATES

The term of this grant is upon the date of the final signature through June 30, 2025. Grantees may apply for two (2) 90-day extensions. Extensions must be requested in writing and approved by the Office thirty days before the end of the Grant period. Allowable costs may be charged to this agreement only during the term of this agreement.

D. REPORTING REQUIREMENTS

1. The Grantee shall submit Quarterly Progress Reports in accordance with the timeline detailed below. Quarterly Progress Report forms will be provided by the Office. Quarterly reports shall be submitted beginning October 15, 2024, and the 15th of the month after each quarter ends thereafter.

Quarter	Dates	Quarterly Report Due
1	Start Date – Sept. 30	October 15
2	Oct. 1 – Dec. 31	January 15
3	Jan. 1 – Mar. 31	April 15
4	Apr. 1 – June 30	July 15

2. The Grantee shall submit an Annual Progress Report in accordance with the South Carolina Solid Waste Policy and Management Act of 1991 detailing the tonnages of recyclable materials recovered.
3. The Grantee must submit the appropriate reports as required under the guidelines of the South Carolina Solid Waste Policy and Management Act of 1991 to participate in the program. All recycling projects must be consistent with the county or region plan submitted to SCDES.
4. The Grantee shall keep accurate records regarding the amount of materials recovered and recycled. The Grantee shall include this information in the progress reports.

E. PAYMENTS

1. Payment will be made on a reimbursement basis. All reimbursements must be requested with the reimbursement request form, which will be supplied by the Office. Detailed invoices and documentation must accompany each reimbursement request. Reimbursements will be made in accordance with the recipient's approved budget requirements as submitted and approved herein. Reimbursements shall not be requested until the goods have been delivered to the Grantee or the services have been provided, unless otherwise approved by the Office.
2. Reimbursement of the Grantee's travel expenses, including room and board, incurred in connection with the services under this grant agreement will be limited to the standard rates for State employee travel in effect during the period of this grant agreement and will be included within the maximum amount of the grant agreement.

[REFERENCE: <https://cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>]

The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.

The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Out-of-state travel is eligible for reimbursement only if approved in advance in writing. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

3. All final reimbursement requests must be made within forty-five (45) days of the end of the grant period. At the end of the 45-day period, the grant will be closed and no additional reimbursements will be allowed. Failure to comply with the terms of this agreement shall result in refusal of reimbursement of grant funds to the Grantee.
4. Reimbursements for contractor costs associated with the recycling of waste tires will be made on a per-tire or per-ton basis. Reimbursement requests must include verification of tonnage received by the approved tire recycling facility.
5. NO INTEREST OR LATE FEES – No interest or late payment charges will be paid except as provided by S.C. Code Section 11-34-35, which provides the Grantee's exclusive means of recovering any type of interest from SCDES. Grantee waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. SCDES shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this grant for any reason.

F. GRANTEE'S RESPONSIBILITY

1. The Grantee shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this grant. The failure or omission of the Grantee to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this grant.
2. The Grantee will be required to assume sole responsibility for the complete effort as required by this grant. The Office will consider the Grantee to be the sole point of contact with regard to grant matters.
3. The Grantee shall be responsible for the procurement, installation, operation and overall execution of the project herein referenced. The Grantee may enter into agreements or contracts with municipalities, county governments or other independent entities to perform any task specified in the Scope of Work.
4. The Grantee shall not provide any SCDES grant funds to private sector recycling programs unless specifically contracting for goods or services.
5. Obligations on any outstanding Waste Tire Grant must be fulfilled before any reimbursements are made on a new Waste Tire Grant unless otherwise approved by the Office.
7. The Grantee must provide documentation that the local government owns or has a signed lease agreement for any land that may be used in conjunction with the project before any equipment can be purchased.
8. Grantee will ensure tires are accepted and fees assessed/waived in accordance with local policy and with the requirements of the S.C Solid Waste Policy and Management Act of 1991.
9. Counties and local governments must contract only with department-permitted and/or department-approved waste tire processing or recycling facilities and must hire only waste tire haulers who are registered with SCDES. Counties and local governments that haul or process waste tires must obtain the appropriate SCDES permits and/or registration.
10. Contract terms must be defined completely. Grantees using grant funds to pay for recycling of waste tires are responsible for obtaining documentation from the contractor regarding the final disposition of those tires.

II. TERMS AND CONDITIONS

- A. **MINORITY BUSINESS:** To the extent Grantee must subcontract services or purchase materials for performance under this Grant, Grantee must make positive efforts to use small and minority owned businesses or individuals.
- B. **SUBCONTRACTORS:** Grantee shall not subcontract any of the work or services covered by this grant without SCDES's prior written approval.
- C. **ASSIGNMENT:** The Grantee cannot assign or transfer the grant or any of its provisions without SCDES's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of the Grantee is considered an assignment.
- D. **AMENDMENTS:** The Grant Agreement may only be amended by written agreement executed by both parties.

- E. **RECORDKEEPING, AUDITS, & INSPECTIONS:** The Grantee shall create and maintain adequate records to document all matters covered by this grant. The Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the end Grant, and make records available for inspection and audit at any time SCDES deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall allow SCDES to inspect facilities and locations where activities under this Grant are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this grant with no further obligation on the part of SCDES.

The Grantee must dispose of records containing SCDES confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by SCDES, or known or believed by the Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

- F. **TERMINATION:**
1. SCDES may terminate the grant by providing thirty (30) calendar days written notice of termination to the grantee.
 2. SCDES funds for this grant are payable from State fees. If funds are not available to SCDES to pay the charges or fund activities under this grant, it shall terminate without any further obligation by SCDES upon written notice to the Grantee. Unavailability of funds will be determined in SCDES's sole discretion. SCDES has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this grant.
 3. SCDES may terminate this grant for cause, default or negligence on the Grantee's part at any time without thirty (30) days advance written notice. SCDES may, at its option, allow the Grantee a reasonable time to cure the default before termination.
 4. The Office shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state or local regulations, the terms of the grant award or these guidelines. The Office shall declare the local government or region ineligible for further participation in the program until the local government or region complies with the regulations, the terms of the grant award or these guidelines.

- G. **NON-DISCRIMINATION:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this grant on the grounds of race, religion, color, sex, age, national origin, disability, veteran status, pregnancy or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by SCDES

Grantee that administers or provide SCDES programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any SCDES-funded programs, activities and services.

- H. **INSURANCE:** During the term of this grant, the Grantee will purchase and maintain from a

company or companies lawfully authorized to do business in South Carolina, such insurance as will protect the Grantee from the types of claims which may arise out of or result from the Grantee's activities under the grant and for which the Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and /or malpractice insurance covering any professional services to be performed under the grant, and general liability insurance. If coverage is claims-based, the Grantee must maintain in force and effect any "claims made" coverage for a minimum of three years after the completion of all work or services to be provided under the grant. The Grantee may be required to provide SCDES with satisfactory evidence of such coverage. If Grantee is a South Carolina governmental body, it may satisfy this requirement by maintaining insurance through the S.C. Insurance Reserve Fund as provided by South Carolina law. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

- I. DRUG FREE WORKPLACE: By signing this grant, the Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 et. Seq. as amended.
- J. STANDARD OF PERFORMANCE: The Grantee will perform all services under this agreement with at least the ordinary care and skill customary in the profession or trade. The Grantee and the Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the grant.
- K. NON-INDEMNIFICATION: LIMITATION ON TORT LIABILITY: Any term or condition of this Grant or any related agreements is void to the extent it: (1) requires SCDES to indemnify, hold harmless, defend, or pay attorney's fees to anyone for reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.
- L. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this grant. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this grant agreement. Grantee's employees are not and shall not be considered SCDES employees. Grantee shall not take any action or make any statement that suggests or implies that Grantee or its employees are employees, agents, partners, or joint venturers of SCDES or have any right or authority to bind SCDES to any agreement with a third party or to incur any obligation or liability on behalf of SCDES except to the extent expressly authorized in this grant agreement.
- M. CHOICE OF LAW: The grant agreement, any dispute, claim, or controversy relating to the grant agreement and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the state of South Carolina, except its choice of law rules.
- N. DISPUTES: All disputes, claims, or controversies relating to the Agreement and subject to the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, must be resolved in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must only be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By

signing this Agreement, the Grantee consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Agreement. The Grantee agrees that any act by SCDES regarding the Agreement is not a waiver by SCDES of its either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and does not represent SCDES's consent to the jurisdiction of any court or agency of any other state.

- O. DEBARMENT: The Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of grants by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this grant. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, SCDES may terminate the grant for cause in addition to other remedies available.
- P. SERVICE OF PROCESS: The Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
- Q. NOTICE: All notices under this grant agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and Email numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

Jasper County
Andrew Fulghum
P.O. Box 1149
Ridgeland, SC 29936
afulghum@jaspercountysc.gov
SCDES – Land and Waste Management
Richard Chesley
2600 Bull Street
Columbia, SC 29201
1-800-768-7348
swgrants@DES.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address, or by mail to the named person's office.

- R. COMPLIANCE WITH LAWS: The Grantee shall comply with all applicable laws and regulations in the performance of this grant agreement.
- S. THIRD PARTY BENEFICIARY: This grant is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this agreement as a third party beneficiary or otherwise.
- T. INSOLVENCY, BANKRUPTCY, AND DISSOLUTION: (a) Notice. The Grantee shall notify SCDES in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar

days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of State contracts against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this grant. (b) Termination. This grant is voidable and subject to immediate termination by SCDES upon the Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, or ceasing to do business.

- U. SEVERABILITY: The invalidity or unenforceability of any provision of this grant shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
- V. WAIVER: SCDES does not waive any prior or subsequent breach of the terms of this grant by making payments on the grant, by failing to terminate the grant for lack of performance, or by failing to enforce any term of the grant. Only the SCDES Contracts Manager has actual authority to waive any of SCDES's rights under this grant. Any waiver must be in writing.
- W. PLACE OF CONTRACTING. This Agreement is deemed to be negotiated, made, and performed in the state of South Carolina.
- X. ATTACHMENTS/ENTIRE AGREEMENT: Attachments, addenda or other materials attached to the grant agreement are specifically incorporated into and made part of this grant agreement. This Grant Agreement, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Grant Agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understanding between such parties. The terms of this Grant Agreement without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the Grant Agreement.
- X. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE: SCDES has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or grantee shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and SCDES's policies and procedures regarding false claims may be obtained from the SCDES's Contracts Manager or Bureau of Business Management.

Any employee, agent or contractor of SCDES who submits a false claim in violation of federal or state laws will be reported to appropriate authorities.

If the Grantee or Grantee's agents or employees have reason to suspect FWA in SCDES programs, this information should be reported in confidence to SCDES. A report may be made

by writing to the Office of Internal Audits, SCDES, 2600 Bull Street, Columbia, SC, 29201; or by calling the SCDES Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. The Grantee is required to inform the Grantee's employees of the existence of SCDES's policy prohibiting FWA and the procedures for reporting FWA to the agency. The Grantee must also inform the Grantee's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

- Z. OTHER REPRESENTATIONS OF GRANTEE: The Grantee represents and warrants:
- (a) Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Agreement.
 - (b) Grantee's execution and performance of this Agreement do not violate or conflict with any other obligation of Grantee.
 - (c) Grantee has no conflict of interest with its obligations under this Agreement.
 - (d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
 - (e) Grantee has not previously been found in breach or default of any government contract and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit ____.
 - (f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed in Exhibit ____.
- AA. COUNTERPARTS AND FACSIMILE SIGNATURES: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.
- BB. SURVIVAL: Clauses which by their nature require performance or forbearance after the Grant period will survive termination, cancellation, or expiration of the Grant unless expressly provided otherwise in the Grant or an amendment.
- CC. TIME: Unless specified otherwise: (a) "days" in this Grant means calendar days; (b) in computing any period of time prescribed or allowed by this Grant, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.
- DD. NO ENDORSEMENT: Nothing in this agreement may be interpreted to imply that the State of South Carolina or SCDES endorses any product, service, or policy of Grantee. Grantee will not take any action or make any statement, or request SCDES take any action or make any statement, that suggests or implies such an endorsement. Grantee shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the Contracts Manager.
- EE. EQUIPMENT:
- 1. Equipment and/or supplies having a value of \$1,000.00 or greater will remain the property of the Grantee.
 - 2. Equipment is defined as items of a permanent nature that can be used continuously and

with a useful life of at least two years, and a cost of \$1,000.00 or greater. Transportation, installation charges and sales tax on equipment are a part of the cost of equipment.

3. Equipment purchased is to be utilized for the full manufacturer's life expectancy and maintained per manufacturer's recommendations.

FF. LICENSE/ACCREDITATION: The Grantee represents and warrants that the Grantee and Grantee's employees and/or agents who will perform services under this grant currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this grant, and the Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this grant. Grantee will immediately notify SCDES if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Grantee or Grantee's employees or agents providing or performing services under this Contract.

GG. RECORDS RETENTION:

1. Records with respect to all matters covered by this grant agreement shall be retained by the Grantee for six (6) years after the end of the grant period and shall be available for audit at any time such audit is deemed necessary by SCDES. If an audit has begun but is not completed at the end of the six-year period, the records shall be retained until resolution of the audit findings.
2. The Grantee must maintain a file with copies of related documents including, but not limited to, copies of the application and the grant agreement, all expenditure information, vouchers, receipts, solicitation notices, contracts, subcontracts, leases, travel and public education preapprovals, agreements and legal documents for inspection and review by the Office.

HH. PROCUREMENT:

1. All purchases of goods and services shall be made according to the established procurement policy of the Grantee, provided that its procurements conform with the South Carolina Procurement Code Guidelines. If the Grantee has no established procurement policy, it must follow the South Carolina Procurement Code guidelines, Sec. 11-35-1550. The Grantee's procurement policy may be reviewed to assure that it is as restrictive as these standards and that it provides fair and open competition.
2. Sole source justifications must conform with the South Carolina Procurement Code Guidelines, Sec. 11-35-1560, Sole Source Procurement.
3. The grantee shall procure products and materials with recycled content where practicable. The decision not to procure such items shall be based on a determination that such procurement items are not available within a reasonable period, fail to meet performance standards or are only available at a price that exceeds by more than seven and one-half percent the price of alternative items.

II. CONFLICT OF INTEREST:

Personnel or other officials connected with this grant shall adhere to the requirements given below.

1. Advice: No official or employee of a local government or of non-government subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in any proceeding, application, request for a ruling or other determination, contract, cooperative agreement, claim, controversy or other particular matter in which these funds are used, where to his knowledge he or his

immediate family, partners, organization with which he is involved or negotiating with, has a financial interest.

No SCDES employee shall participate in the completion of, be responsible for, participate personally through decision, approval, disapproval, the completion of the application, or be directly involved or responsible for the implementation of the grant project.

2. Appearance: In the use of these grant funds, officials or employees of local governments and non-government subgrantees shall avoid any action which might result in or create the appearance of:
 - a) Using his official position for private gain,
 - b) Giving preferential treatment to any person,
 - c) Losing complete independence or impartiality,
 - d) Making an official decision outside official channels, or
 - e) Affecting adversely the confidence of the public in the Integrity of the State government or the program.

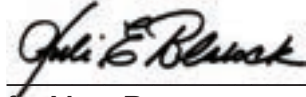
- JJ. REIMBURSEMENTS TO SCDES: In the event Grantee fails to perform the services described herein and has previously received financial assistance from SCDES, Grantee shall reimburse SCDES to the full extent of payments made. However, if the services described herein are partially performed, and Grantee has previously received financial assistance from SCDES, Grantee shall proportionally reimburse SCDES for payments made.

- KK. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this agreement shall belong to SCDES. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to SCDES. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to SCDES. Grantee shall execute without additional compensation any additional documents SCDES may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

LL. OFFER AND ACCEPTANCE

The state of South Carolina, acting by and through the Department of Environmental Services (SCDES), hereby offers assistance to the local government of Jasper County for all allowable costs incurred up to and not exceeding \$51,800.00.

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES (SCDES):



for Myra Reece
Interim Director

7/01/2024

Date

BY AND ON BEHALF OF THE DESIGNATED LOCAL GOVERNMENT:

(The Grantee's authorized representative must sign the grant instrument and return the original to the Office.)

Signature of Authorized Representative

Date



JASPER COUNTY COUNCIL

SPECIAL CALLED MEETING

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

Wednesday, April 3, 2024

Minutes

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

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Chief Russell Wells, Rose Dobson-Elliott and Videographer Jonathan Dunham.
Others Present: Pegeen Hanrahan, Councilman Bo White and Sam Howell

Call to Order:

Chairman Sauls called the meeting to order. 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.*

Pledge to the Flag and Invocation: The Pledge to the Flag was given and the Invocation was given by Councilman Adkins.

Approval of Agenda:

Motion to approve: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Review of 2016 Transportation Sales Tax and the Discussion of the 2024 Transportation Sales Tax Effort: Roads and Greenbelt:

Mr. Fulghum welcomed everyone and introduced the guests that were in attendance. The discussion led off with a review of 2016 Transportation Sales Tax. He said he wanted to briefly run through the items that were in the Council's packet, so everybody knew the language when the terms were referred to. He noted that the following items were included in the agenda e-packet: 1) A revenue estimate from Mr. Frank Rainwater with the South Carolina Office of Revenue and Fiscal Affairs; 2) A detail on the road projects, a narrative and a spreadsheet on those projects that have been defined over the last two years with the municipalities; 3) The updated conservation funding feasibility report recently updated in March; and 4) A Jasper County sales tax timeline. He noted that he had distributed a new timeline for Council since there were a couple changes that had happened in the last few days. He noted that he thought that everyone in the audience had a copy of the latest draft of that timeline. He also mentioned that the last item in the

packet was the Transportation Facility Sales Tax Memorandum from Mr. Howe. He mentioned that the next item was to review the 2016 Transportation Sales Tax.

Mr. Fulghum noted that they were here to discuss the potential 2024 Transportation Sales Tax Effort. He noted that it had two distinct elements, one being the road section and then the other the Green Belt Element. He discussed the road improvement project list. He reminded Council that they just identify the projects they want but encouraged them not to over identify in the event that other funding sources may come down the line for some things. He said that a great example was in 2016 one of the primary reasons for advancing the Transportation Sales Tax was to make improvements to Hwy. 321. However, as soon as the ordinance was passed, SCDOT came forward and said they were going to fix 321 and so then we were kind of stuck with the project. Over time he noted that Council has had to adopted subsequent ordinances that have adjusted your project list. He noted that staff wanted to assist and give Council specificity with the projects but also wanted to give Council the flexibility to pick projects as you go.

Pegeen Hanrahan, Southeast Conservation Finance Director – The Trust for Public Land (Slides from Pegeen; Financial Feasibility Report; Timeline):

Pegeen Hanrahan, Southeast Conservation Finance Director of The Trust for Public Land discussed the Conservation Funding Feasibility Report Update for Jasper County and provided slides for this review. In addition, the Jasper County Tax Timeline draft was provided and discussed. She discussed the potential 2024 Transportation Sales Tax Effort and the potential amount of revenue that this could bring in for the County. She discussed the language for the referendum (Attachment A).

Bonding Questions – Sam Howell, Howell, Linkous & Nettles LLC:

Bonding Questions were discussed by Sam Howell, the County’s Bond Counsel of Howell, Linkous & Nettles LLC. He noted that an ordinance was required by County Council to authorize going to the voters for a referendum approval of the sales tax that must be conducted at a General Election. He noted that the ordinance will address certain issues that are the statute requires that the Council decides. A description of the projects or programs must be laid out in the ordinance. Then he discussed the approval of the referendum and what that meant. Then it was discussed about the preliminary policy direction such as the term of the sales tax; the Road Improvement Projects List; the scope and allocation of Greenbelt Element; the bonding question and the approval of the proposed Timeline. He also discussed the bonding issues that would be a separate question on the ballot.

Mr. Fulghum came back to the podium to note that they wanted to give the different varieties to look at. He said they were putting together an ordinance for Council. The term the Council discussed he noted was 15 years, and he asked if they wanted that to remain there. The Council agreed to the 15-year term. He discussed the Road Project List, and mentioned if the Council had any particular projects to let him know as soon as possible so the engineer could get those costed out. Councilman Kemp mentioned Levy Road for the list. In regard to the allocation of Road and Greenbelt, Mr. Fulghum noted that they would propose an percentage to Council for consideration. He discussed the bonding and noted the timeline had changed.

Mr. Tedder noted that it would be implicit that they authorize the administration to take all the necessary steps and implement the action items discussed today so he had the authority to write letters and any other things.

He was asked to frame that into a motion:

Motion to approve the action items for policy decisions as discussed today and authorize the County Administrator to take all necessary administrative actions to move forward for the referendum and ballot questions and bring back to Council the future consideration of the ordinance.

Motion to approve what the attorney talked about and stated in this session: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

For additional information on this meeting please visit our website for this meeting's agenda E-Packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

Adjournment:

Motion to adjourn: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman

AGENDA

ITEM # 30

Council Member Comments