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Pursuant to Ordinance #08-17, Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's Regular Meeting start time) on the **Public Comments Sign in Sheet** on the Podium to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes. Written Public Comments may also be submitted by 1PM on the date of the Council Meeting by emailing your comment to: [comments@jaspercountysc.gov](mailto: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](mailto:comments@jaspercountysc.gov) by **1:00PM on Monday, August 19, 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](http://www.jaspercountysc.gov)

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



# JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, August 19, 2024

## AGENDA

**4:30PM**

**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:**

1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – [County Council - SC Public Employee Benefit Authority \(PEBA\) – State Health Plan](#)

(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 – [Exit 3; Project Telfair; Tax Map # 087-00-04-001; 252 Russell Street; Legacy Funeral Home Vehicle Rental; Nickel Plate MCIP; City of Hardeeville v Jasper County; USCB MCIP; Treasurer - SC App Case No. 2021-000941; Premium Pay; Opioid Litigation; Jasper Animal Rescue Mission \(JARM\) Lease; Jasper County v Western Surety Company](#)

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

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

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

**3: Return to Open Session at 6:30PM**

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

**4. Pledge of Allegiance and Invocation:**

**5. Approval of the Consent Agenda Items:**

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

**6. Approval of the Regular Agenda:**

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**PRESENTATIONS**

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**7. Presentations:**

- **Chief Russell Wells, Director of Emergency Services** – Discussion of Tropical Storm Debby
- **Keith Hughes, Director of JARM** – Jasper Animal Rescue Mission Update
- **Mike Skinner, Treasurer**- Treasurer’s update on the pending litigation

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**PROCLAMATION**

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**8. Chairman Sauls** – Proclamation presentation to the daughter of Mr. Reid, Takisha Reid, declaring September 21, 2024, as “*Robert Reid Day*” for Tarboro citizen Robert Reid.

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**RESOLUTIONS**

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**9. Kimberly Burgess** – Consideration of Resolution [#R-2024-23](#) to declare Sheriff Department property, Business License Department property, and Ridgeland-Claude Dean Airport property to be surplus and authorize its sale or disposition pursuant to Section 2-425 of the Jasper County Code of Ordinances.

**10. Kimberly Burgess** – Consideration of Resolution [#R-2024-24](#) Electing the “Standard Allowance” for the Experienced Revenue Loss and Authorizing Expenditures from the American Rescue Plan Funds

**11. Andrew Fulghum** – Consideration of Resolution [#R-2024-25](#) authorizing the an addendum to an existing employer resolution regarding participation in the State Insurance Benefits Program – County Council Member Coverage.

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**PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS**

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12. **Lisa Wagner** - Consideration of the **1<sup>st</sup> reading** of an Ordinance to amend the Official Zoning Map of Jasper County so as to apply the Solar Farm Floating Zone to properties bearing Jasper County Tax Map Numbers 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003, and 059-00-01-033, as shown on the Moffett Solar II Concept Plan, prepared by Wood., dated May 2024, located along Grays Highway, Firetower Road and Langfordville Road.

13. **David Tedder** – Consideration of the **1<sup>st</sup> reading** of an Ordinance authorizing the sale of TMS 048-00-01-026, approximately five (5) acres, to Gopher Hill Holdings, LLC, or its assigns, and to authorizing the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to Gopher Hill Holdings, LLC, or its assigns, and matters related thereto.

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

15. **Kimberly Burgess** – Consideration of the **1<sup>st</sup> reading** of a Budget Amendment by Title Only to Amend Jasper County Ordinance O-2023-09 For Fiscal Year 2024 Jasper County Budget To Provide For Amendments To The Budget And To Carryover Approved Lapsing Funds To Fiscal Year 2025, And To Amend Jasper County Ordinance O-2024-13 For Fiscal Year 2025 Jasper County Budget To Provide For Amendments To The Budget Resulting From The Carryover Of Approved Lapsing Funds From Fiscal Year 2024.

16. **Ryan Romano** – Consideration of the **1<sup>st</sup> reading** of an Ordinance authorizing the Execution and Delivery of a Development Agreement for Moffett Solar II Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code Of Ordinances Of Jasper County; Approving a Technical Amendment to Ordinance O-2024-11 A; Authorizing The Chairman Of Jasper County Council To Execute A Development Agreement; And Other Related Matters.

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#### CITIZEN COMMENTS

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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.

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#### 17. Administrator’s Report

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**CONSENT AGENDA**

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18. **Danny Lucas** –Approval of the Proposed Purchase through a Public Purchasing Cooperative as Provided in Section 2-441 of the Jasper County Code of Ordinances for an Exmark Lazer Z- Diesel Mower Model: LZS88CDYM96RW0 for SkyBlue Aviation.

19. **Kimberly Burgess** –Approval of Axon Enterprises, Inc. Contract Revision for Seventy-Seven (77) Body Cameras and Seventy-Seven (77) Tasers for the Sheriff Department and Authorize County Administrator to Execute the Contract Effective October 1, 2024.

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

21. **Kimberly Burgess** – Approval of Revised Southern Health Partners Contract Providing Inmate Health Care with an Increase in Staffing and Access to a Psychiatric Nurse Practitioner on an As Needed Basis for FY2025 Budget and Authorize County Administrator to Execute the Contract Effective September 1, 2024.

22. **Kimberly Burgess** – Acknowledgement and ratification of acceptance of School Resource Office Grant for Fiscal Year 2025 in the amount of \$578,031 from the South Carolina Department of Public Safety.

23. Approval of the Minutes 04.15.2024; 04.22.2024; 05.06.2024 and 05.15.2024

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**END OF CONSENT AGENDA**

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24. Council Members Comments:

25. 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.*

26. **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***

Item # 7

**\*\*No Information  
Provided\*\***

Item # 8



## *PROCLAMATION*

*Whereas*, the Jasper County Council would like to recognize the untimely passing of Mr. Robert Reid at 74 years of age for the life he lead; and

*Whereas*, the Jasper County Council would like to recognize Mr. Robert Reid as a native of South Carolina and born in Jasper County; and

*Whereas*, Mr. Robert Reid was devoted to serving Jasper County, his Tarboro, SC. Community, being a Mentor to many young men; and

*Whereas*, Mr. Robert Reid was devoted to his family; his community; and his job; and

*Whereas*, Mr. Robert Reid was the first African American Ironworker in the local 709 Division at the Savannah River site; was instrumental in helping young men become members of the Ironworker Local Union 709 in Port Wentworth GA., to establish long-lasting careers; and

*Whereas*, Mr. Robert Reid opened doors for people of all races in not only Jasper County but also the surrounding counties of Allendale, Colleton, and Hampton; and

*Whereas*, in recognition of Mr. Robert Reid's Birthday, on September 6, 1949;

*NOW THEREFORE, BE IT RESOLVED AND PROCLAIMED*, that Jasper County Council in recognition of these contributions to Jasper County, designate **September 21, 2024, as Robert Reid Day** in the Tarboro Community. Let it be it known, this 19<sup>th</sup> day of *August 2024* that this proclamation has been adopted by the Jasper County Council duly assembled.

(Seal)

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L. Martin Sauls IV, Chairman

Attest: \_\_\_\_\_

Wanda Giles, Clerk to Council



Item # 9

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION #R-2024-23**

**RESOLUTION OF JASPER COUNTY COUNCIL**

TO DECLARE CERTAIN SHERIFF DEPARTMENT PROPERTY,  
BUSINESS LICENSE DEPARTMENT PROPERTY, AND RIDGELAND-  
CLAUDE DEAN AIRPORT PROPERTY TO BE SURPLUS AND  
AUTHORIZE ITS SALE OR DISPOSITION PURSUANT TO SECTION 2-  
425 OF THE JASPER COUNTY CODE OF ORDINANCES

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

**NOW THEREFORE, BE IT RESOLVED**, by a majority of the Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby, resolves that that the property identified below is declared surplus pursuant to the Jasper County Purchasing and Procurement Ordinance, Ordinance #05-04 (as codified in Chapter 2, Article V of the Jasper County Code of Ordinances, Sections 2-401 et seq.), and specifically section 2-425(d) and the Chief Procurement Officer of the County is authorized and directed to sell or otherwise dispose of the property in accordance with that Ordinance, and in consultation with the County Administrator, may determine the most suitable method to dispose of the property, with the sales proceeds, if any, payable into the General Fund.

**Sheriff Department**

- 1) 1986 US Coast Guard Aluminum Hull, HID# MAK402741086, with one (1) Honda 130HP Outboard Motor, serial# BZBE-1500708, and one (1) Honda 130HP Outboard Motor, serial# BZBE-1500823. Currently stored at 411 MarineCom, Inc. in Hardeeville, SC with a storage bill of over \$45,000. This equipment is non-operational.
  
- 2) Boston Whaler, HID# US-BWG5J434F900WB, with one (1) Honda 130HP Outboard Motor, serial# BZBE-1401630. Currently at Jasper County Sheriff's Office CID Impound Yard. This equipment is non-operational.

**Business License Department**

- 3) 2008 Chevrolet Colorado LT 4x4 Extended Cab 6 ft. box, VIN 1GCDT49E688192729. The vehicle mileage is in excess of 82,000 miles and the air conditioner no longer works.

**Ridgeland-Claude Dean Airport**

- 4) Hali-Brite 18-inch Windsock s/n 17638, model L807-S1-IN-120—ON-5. The 18-inch windsock was installed in 2018 and replaced in 2022 with a 36-inch lighted windsock. The Hali-Brite is in working order but no longer required at the airport.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.

This Resolution No. R-2024-23 made this \_\_\_\_\_<sup>th</sup> day of August 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

\_\_\_\_\_  
Date

**Item # 10**

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION #R-2024-24**

**RESOLUTION OF JASPER COUNTY COUNCIL**

**ELECTING THE “STANDARD ALLOWANCE” FOR THE EXPERIENCED  
REVENUE LOSS AND AUTHORIZING EXPENDITURES FROM THE  
AMERICAN RESCUE PLAN FUNDS**

**WHEREAS**, the United States Congress passed the American Rescue Plan Act of 2021, effective March 11, 2021 (“ARPA” or the “Act”); and

**WHEREAS**, the Act created the Coronavirus Local Fiscal Recovery Fund (“CLRF”) which, among other things, appropriated money to cities, non-entitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus disease (“COVID-19”); and

**WHEREAS**, Jasper County (the “County”) received a distribution of funds (“ARPA Funds”) through the CLFRF totaling \$5,841,325.00; and

**WHEREAS**, the Final Rule adopted by the United States Department of the Treasury on January 6, 2022 (“2022 Final Rule”), provides that recipients may use ARPA Funds for the provision of government services up to the amount of the experienced revenue loss, whether that be the Standard Allowance amount, or the amount calculated using the formula set forth in the Rules; and

**WHEREAS**, the 2022 Final Rule defines the “Standard Allowance” as a one-time election of up to \$10 million, not to exceed the award allocation, to spend on government services throughout the period of performance; and

**WHEREAS**, recipients of ARPA Funds have a broad discretion to use funds for the provision of government services to the extent of reduction in revenue, and the Final Rule adopted on January 6, 2022, defines government services as generally including any service traditionally provided by a government, unless Treasury has stated otherwise. The Final Rule and other guidance provides that “government services” expressly recognized by Treasury include, but are not limited to , (a) road building and maintenance, and other infrastructure; (b) health services; (c) general government administration, staff and administrative facilities, (d) environmental remediation, € provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles); (f) maintenance or pay-go funded building infrastructure; and (g) modernization of cybersecurity, including hardware, software and protection of critical infrastructure; and

**WHEREAS**, Jasper County has expended ARPA Funds totaling \$1,941,082.52 on premium payments to employees, elected and appointed officials, legislative delegation assistants (as a subrecipient) and an initial payment to the Regional Housing Trust Fund; and

**WHEREAS**, the Jasper County Council has identified an expenditure and a project which, in the judgment of the Council, qualifies as a permitted use of the ARPA Funds, in direct support of the provision of governmental services, which consist of the following:

- A) An expenditure to promote affordable housing as a \$150,000 contribution to Jasper County Neighbors United, a 501(c)(3) organization formed to promote and provide affordable housing for residents of Jasper County, and
- B) Renovation of the Pratt Memorial Library using the remaining unspent or undesignated ARPA Funds including any interest earned on ARPA Fund; and

**WHEREAS**, the Jasper County Council believes that it is in the best interest of Jasper County and its residents to approve the expenditures and authorize the use of the ARPA Funds as described above.

**NOW THEREFORE, BE IT RESOLVED**, by a majority of the Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby, resolves that

**RESOLVED**, the Jasper County Council elects to use the “Standard Allowance” and its presumption of revenue loss due to the public health emergency and to use the amount authorized herein to fund the provision of government services; and

**BE IT FURTHER RESOLVED**, the Jasper County Council believes, in exercising its reasonable judgment, that the Expenditure and Project meet the criteria for a permissible expenditure of ARPA Funds for the provision of government services; and

**BE IT FURTHER RESOLVED**, the Expenditure and Project are hereby authorized and shall be paid for from the ARPA Funds in the amounts listed above; and

**BE IT FURTHER RESOLVED**, no obligations paid under the authority of this Resolution were incurred prior to March 3, 2021; and

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.

This Resolution No. R-2024-24 made this \_\_\_\_\_<sup>th</sup> day of August 2024.

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L. Martin Sauls, IV, Chairman

ATTEST:

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Wanda H. Giles, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

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David L. Tedder

Date

Item # 11



**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2024-25**

**RESOLUTION OF JASPER COUNTY COUNCIL**

**AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE EXISTING  
EMPLOYER RESOLUTION WITH THE SOUTH CAROLINA PUBLIC  
EMPLOYEE BENEFIT AUTHORITY (“PEBA”)**

**WHEREAS**, Jasper County (“County”) previously passed a resolution of County Council many years ago to authorize participation in the State Insurance Benefits Program, under which elected members of County Council may participate in the health insurance program pursuant to Section 1-11-703 et seq. of the S.C. Code of Laws, and

**WHEREAS**, PEBA has requested an addendum to the resolution be executed by a majority of County Council members, evidencing the election of the County Council regarding the eligibility of elected members of County Council to participate as active employees for the purposes of participation in the State Insurance Benefits Program; and

**WHEREAS**, as this addendum to the Resolution does not increase the benefits available to County Council members, and such addendum is deemed desirable by a majority of County Councilmembers;

**NOW THEREFORE, BE IT RESOLVED** by a majority of Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby elects and confirms members of Jasper County Council will be considered Active Employees for the purposes of participation in the State Insurance Benefits Program on the terms and conditions as set forth in the attached “Addendum to Employer Resolution for Participation in the State

Insurance Benefits Program regarding County/Municipality Councilmember Coverage”, to be further evidenced by the signatures of a majority of Jasper County Councilmembers on such Addendum, with attestation by the Clerk to Council and delivery in due course to the South Carolina Public Employee Benefits Authority.

This Resolution No. R-2024-25 made this \_\_\_\_th day of August, 2024.

**ATTEST:**

\_\_\_\_\_  
**L. Martin Sauls, IV**  
**Chairman**

\_\_\_\_\_  
**Wanda Giles**  
**Clerk to Council**

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David L. Tedder**

\_\_\_\_\_  
**Date**



## Addendum to Employer Resolution for Participation in the State Insurance Benefits Program regarding County/Municipality Councilmember Coverage

Complete the form below and submit via mail or email to:

S.C. PEBA

EmployerAudits@peba.sc.gov

Attn: Insurance Employer Audit  
202 Arbor Lake Drive  
Columbia, SC 29223

As an addendum to the resolution entered into by the \_\_\_\_\_ (Employer) for  
County/Municipality Name  
Participation in the State Insurance Benefits Program, the \_\_\_\_\_ Council of  
County/Town/City  
\_\_\_\_\_ (Council) hereby makes the following election regarding the eligibility of  
County/Municipality Name

electd members of the Council to participate as active employees in the State Insurance Benefits Program (Program) offered by the South Carolina Public Employee Benefit Authority (PEBA) pursuant to Section 1-11-703 et seq. of the 1976 Code of Laws:

**Select one only.**

- Members of the Council will be considered Active Employees of the Employer for the purposes of participation in the State Insurance Benefits Program (*only available if Councilmembers are paid and are eligible for participation in the South Carolina Retirement Systems*); or
- Members of the Council will **not** be considered Active Employees of the Employer for the purposes of participation in the State Insurance Benefits Program.

In making this election, the Council hereby understands, acknowledges and agrees that:

1. The election made above is a material requirement for participation in the Program established by the PEBA Board of Directors and is irrevocable during the Employer's period of participation in the Program;
2. The election made above applies only to Councilmembers' participation in the Program, and does not affect Councilmembers' participation in the South Carolina Retirement Systems;
3. If the Council has elected to decline coverage, Councilmembers will not be considered Employees of the Employer, as that term is defined in the State Health Plan, for purposes of eligibility and participation in the Program, and will not be eligible for any benefit offered under the Program as an Active Employee by virtue of membership on the Council; service on the Council will not be taken into consideration for eligibility for retiree insurance coverage under

the Program; and the Council and Employer irrevocably waive and disclaim any rights the Employer or its Councilmembers may have regarding Councilmembers' benefits from the Program as a result of their service on the Council after the date of this election; and

4. The election made above will not be effective until it is received in good order and approved by PEBA, and nothing in this election alters any other obligations Employer has to properly and timely administer insurance benefits under the Program for other Employees of the Employer in accordance with the requirements established by PEBA.

**IN WITNESS WHEREOF**, we have hereunto set our hands and authority at the meeting of the

\_\_\_\_\_ Council of the \_\_\_\_\_  
County/Town/City County/Municipality Name  
County of \_\_\_\_\_, South Carolina, held at \_\_\_\_\_  
County Location  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .  
Day Month

### Signatures of Council Members

*A majority must sign.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Certification

I \_\_\_\_\_, \_\_\_\_\_ of the aforesaid Employer, hereby certify  
Name Title  
that the aforesaid Council consists of \_\_\_\_\_ duly elected members, and that as stated above,  
Number  
\_\_\_\_\_ members voted in favor of the above Addendum.  
Number

**IN WITNESS WHEREOF**, I have hereunto set my hand and the authority of the aforesaid Employer.

\_\_\_\_\_  
Signature Date Employer Group Number

Item # 12



# 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

<b>Meeting Date:</b>	August 9, 2024
<b>Project:</b>	Zoning Map Amendment - Solar Farm Floating Zone
<b>Applicant:</b>	Moffett Solar II, LLC
<b>Tax Map Number:</b>	TMS# 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003 and 059-00-01-033
<b>Submitted For:</b>	Action
<b>Recommendation:</b>	Planning Commission Recommends Approval

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

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

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

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

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

### **Attachments**

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

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE: 2024-\_\_\_\_\_**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

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

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

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

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

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

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

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



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

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

\_\_\_\_\_  
**L. Martin Sauls IV**  
**Chairman**

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons**  
**Clerk to Council**

**ORDINANCE: # 2024-**\_\_\_\_\_

**First Reading:** 8/02/2024

**Second Reading:** \_\_\_\_\_

**Public Hearing:** \_\_\_\_\_

**Adopted:** \_\_\_\_\_

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**



**Katherine E. Ross**

**Partner**

t: 919.835.4671

f: 919.834.4564

katherineross@parkerpoe.com

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

May 28, 2024

**Via Electronic Mail**

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

*Re: Moffett Solar II Application*

Dear Lisa,

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

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

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

Sincerely,

A handwritten signature in cursive script that reads 'Katherine E. Ross'.

Katherine E. Ross

Enclosures

Giacomo Cernjul (via email)

PPAB 11034403v1

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

t 919.828.0564 f 919.834.4564 www.parkerpoe.com



## Jasper County Planning Department

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

### Zoning Map Amendment Application

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

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

#### Internal Use Only

<b>Date Received:</b>	
<b>Amount Received:</b>	
<b>Staff Member:</b>	

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

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

Dear Ms. Wagner:

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

Please contact me at 704-661-5251 or [tomr@seas-tr.com](mailto:tomr@seas-tr.com) if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Tom Rochester". The signature is written in a cursive, flowing style.

Thomas R. Rochester, Manager  
TRR Real Estate, LLC

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

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

### AMENDMENT TO SHORT FORM MEMORANDUM OF PURCHASE OPTION AGREEMENT

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

#### Recitals

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

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

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

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

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

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

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

*[Signatures on Following Page]*

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

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

Witness #1:

By: [Signature]  
Name: Peter B. HENNESSY

Witness #2:

By: [Signature]  
Name: Jody Lewis

TRR REAL ESTATE LLC

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

STATE OF Massachusetts  
COUNTY OF Barnstable

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

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

[Signature]  
Notary Public

My Commission Expires:  
3/31/2028



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

Witness #1:

By: [Signature]  
Name: Kevin Chan

MOFFETT SOLAR II, LLC, a Delaware limited liability company

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

Witness #2:

By: [Signature]  
Name: Keegan Barbus

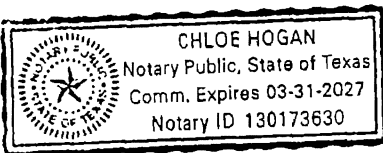
STATE OF TX )  
COUNTY OF Harris ) ss:

On this the 2<sup>th</sup> day of June, 2023, before me, the undersigned officer, a Notary Public, personally appeared [Signature], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself/herself to be the Authorized Signatory of MOFFETT SOLAR II, LLC, a Delaware limited liability company, and that he/she as such [Signature] being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such [Signature]

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

[Signature]  
Notary Public

My Commission Expires:



CONFIDENTIAL  
Prepared by: [Signature]  
7/6/2023 4:26 PM EDT



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

## PROJECT NARRATIVE

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

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

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

Bufferyards, Screening, and Setbacks

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

**Table 8:7-1**

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

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

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

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

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

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

#### Fencing, Security, and Wildlife Corridors

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

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

#### Height

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

#### Glare

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

#### Driveways

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

#### Sound

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

#### Transmission Lines

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

### Signage

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

### Decommissioning Plan

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

### Comprehensive Plan Consistency

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

# **Glint & Glare Study**

## **Moffett Solar II**

**Project No. 262154**

**28 May 2024**

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

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

**Figure 3: Existing Vegetation Buffers within the Project Site**

**Tables**

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

**Appendices**

**Appendix A: ForgeSolar Glint & Glare Model Analysis**

**Summary**


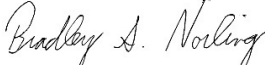
Wood has been commissioned by Moffett Solar II, LLC. (the Client) to carry out a Glint & Glare study in accordance with the requirements stipulated in Section 8:7:3 of Jasper County’s Zoning Ordinance for the Moffett Solar II project (the Project) in Jasper County, South Carolina. The proposed Project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

**Definitions**

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

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

**Approval Record**

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

## 1 Introduction and Project Overview

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

## 2 Key Observation Points

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

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

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

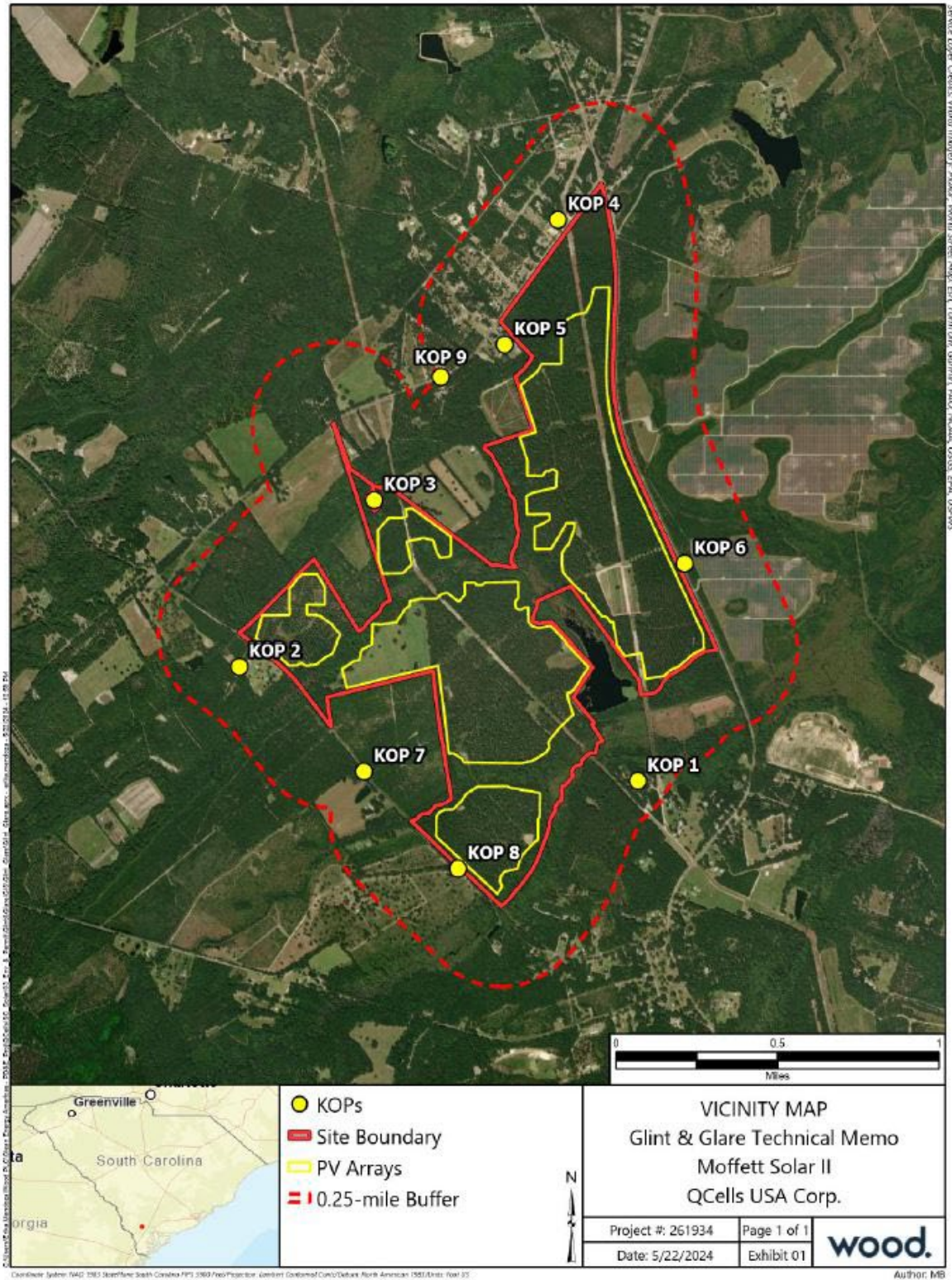


Figure 1: Vicinity Map with KOPs and 0.25-mile buffer



### 3 Glint and Glare Assessment Methodology

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

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

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

#### PV Array Parameters

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

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

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

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

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

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

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

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

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

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

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



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

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



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

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

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

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

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

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

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

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

### **PV Array Vertices Parameters**

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

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

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

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

## Residential- and Road-based KOP Parameters

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

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

## 4 Glint and Glare Results

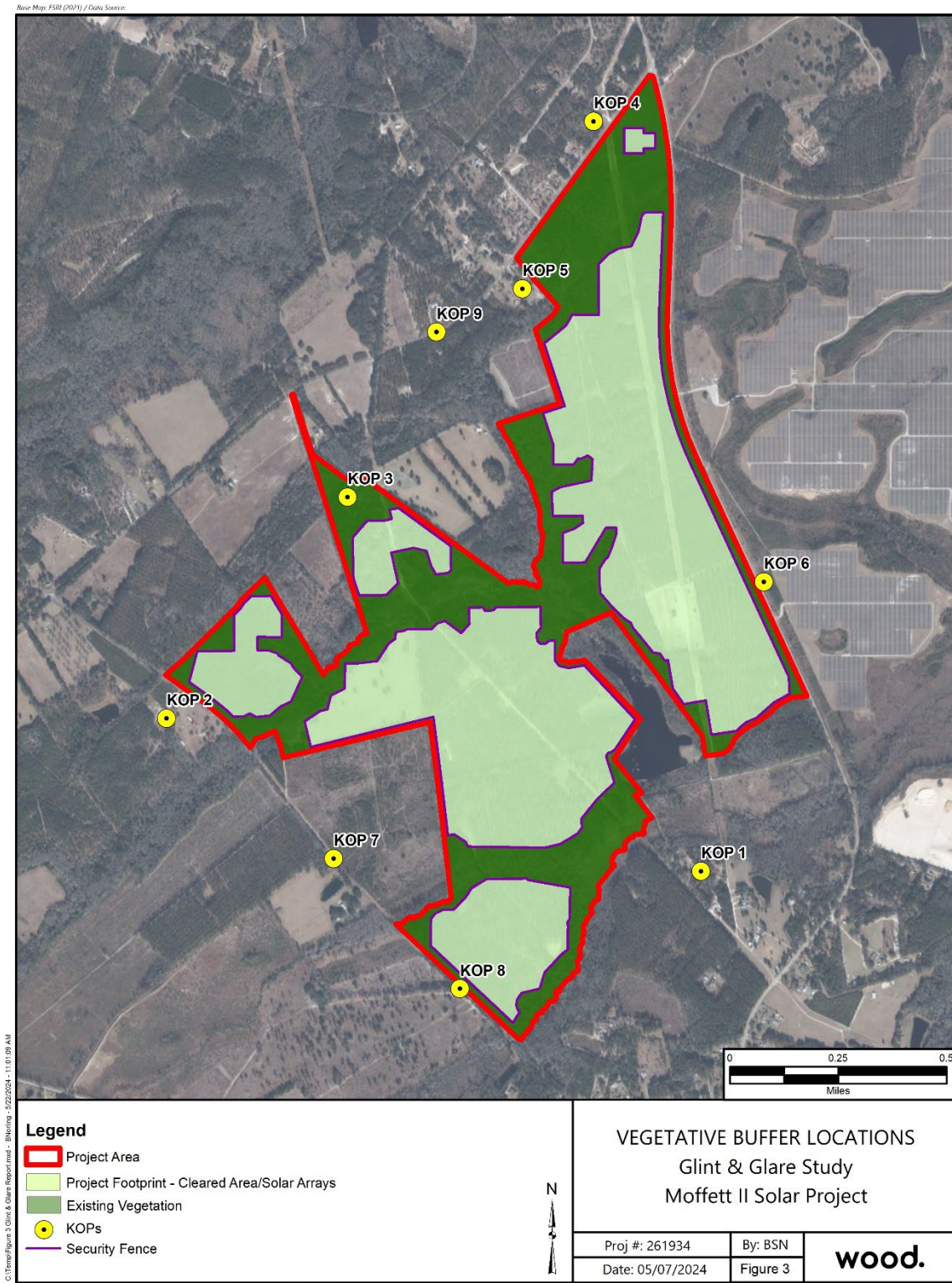
Results of the ForgeSolar glare analysis determined that no glint or glare would be visible at any of the nine residential or road-based KOPs. The absence of glare seen from any of the KOPs is due to the difference in the location and direction of the KOPs relative to nearby arrays, the angle of the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

## 5 References

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

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

ForgeSolar: PV Planning and Glare Analysis. *ForgeSolar*, [www.forgesolar.com/help/](http://www.forgesolar.com/help/). Accessed May 2024.



**Figure 3: Existing Vegetation Buffers within the Project Site**

# Appendix A

# Moffet

## Moffet 1

**Client:** QCells

**Created** May 01, 2024

**Updated** May 22, 2024

**Time-step** 1 minute

**Timezone offset** UTC-4

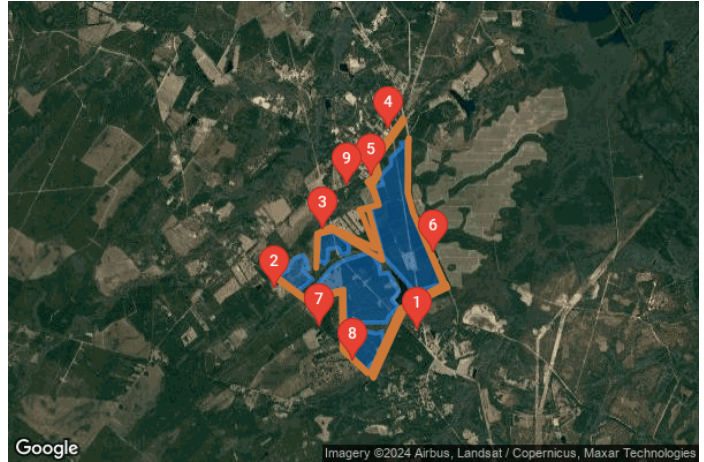
**Minimum sun altitude** 0.0 deg

**Site ID** 118685.20288

**Project type** Advanced

**Project status:** active

**Category** 100 MW to 1 GW



### Misc. Analysis Settings

**DNI:** varies (1,000.0 W/m<sup>2</sup> peak)  
**Ocular transmission coefficient:** 0.5  
**Pupil diameter:** 0.002 m  
**Eye focal length:** 0.017 m  
**Sun subtended angle:** 9.3 mrad

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

### Summary of Results No glare predicted!

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

### PV Array(s)

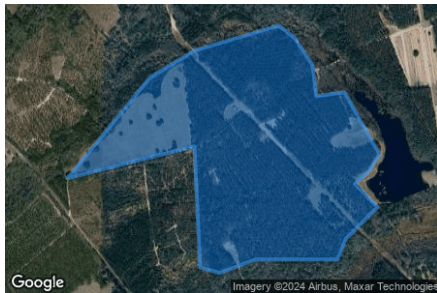
Total PV footprint area: 516.1 acres

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



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

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



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



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



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

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



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

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



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

### Discrete Observation Receptors

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

### Obstruction Components

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



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

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



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

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



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

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



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

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



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

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



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

## Summary of PV Glare Analysis

*PV configuration and total predicted glare*

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

## PV & Receptor Analysis Results

*Results for each PV array and receptor*

### PV array 1 no glare found

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

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

*No glare found*

### PV array 2 no glare found

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

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

No glare found

### PV array 3 no glare found

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

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

No glare found

### PV array 4 no glare found

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

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

No glare found

## PV array 5 no glare found

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

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

No glare found

## Assumptions

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

**Project No. 262154**

**Revision 2**

# **Decommissioning and Reclamation Plan**

## **Moffett Solar II Project**

**Submitted to:**

Jasper County South Carolina

Board of County Commissioners

**Submitted by:**

Moffett Solar II LLC

**Prepared by:**

Wood Group USA, LLC

Date: 5/28/24



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## 1.0 EXECUTIVE SUMMARY

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

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

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

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

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

## 2.0 GENERAL PROJECT INFORMATION

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

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

### 2.1 PHOTOVOLTAIC SOLAR MODULES

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

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

### 2.2 PV INVERTERS AND TRANSFORMERS

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

### 2.3 COLLECTION SYSTEM AND PROJECT SUBSTATION

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

### **3.0 ANTICIPATED PROJECT LIFECYCLE**

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

## 4.0 DECOMMISSIONING

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

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

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

### 4.1 PV MODULE REMOVAL

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

### 4.2 RACKING AND FENCING

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

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

### **4.3 ELECTRIC WIRE (AC/DC) REMOVAL**

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

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

### **4.4 ELECTRICAL COMPONENTS**

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

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

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

### **4.5 PROJECT SUBSTATION**

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

### **4.6 OVERHEAD GEN-TIE LINE**

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

## 5.0 SITE RESTORATION

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

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

### 5.1 REVEGETATION

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

## 6.0 COST ESTIMATION

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

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

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

**Table 6-1: Decommissioning costs without salvage**

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



**Table 6-2: Salvage Value**

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

## 6.1 PRICING ASSUMPTIONS

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

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

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

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

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

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

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



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (the “Memorandum”) is made and entered into as of the 30th day of May, 2024 (the “Effective Date”), by and between TRR Real Estate, LLC, a North Carolina limited liability company (“TRR”) and Moffett Solar II, LLC, a Delaware limited liability company (“Moffett II”), collectively the “Parties.”

WHEREAS, Moffett II entered into a Purchase Option Agreement dated December 18, 2017, by and between Moffett II and TRR, pursuant to which Moffett II has been granted an option to purchase that certain tract of real property located in Jasper County, South Carolina, consisting of all or portions of those parcels bearing tax map numbers 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003, and 059-00-01-033 (the “Property”), for the purpose of developing a solar farm (the “Project”).

WHEREAS, Moffett II will purchase a portion of that parcel with the tax map number 059-00-01-002 and the property will be subdivided prior to or contemporaneous with the purchase.

WHEREAS, TRR currently owns that parcel with the tax map number 059-00-01-002, and TRR will continue to own the portion of that parcel on which the Project will be constructed after the property is subdivided and purchased by Moffett II (the “Remainder TRR Property”).

The Parties now desire to enter into this Memorandum to set forth their understanding and good faith intentions with respect to certain conditions and restrictions related to the portion of the Project located adjacent to the Remainder TRR Property.

NOW, THEREFORE, the Parties hereby memorialize their understanding as follows:

1. Bufferyards, Setbacks, Fencing and Landscaping. TRR acknowledges that the Jasper County Zoning Ordinance (the “Ordinance”), and more specifically the Solar Farm Floating Zone (the “SFFZ”), requires certain bufferyards, setbacks, fencing and landscaping along a common boundary line between the Project and adjacent residential property, unless an agreement is made with the adjacent property owner to modify or reduce such requirements. The Parties intend this Memorandum to constitute such an agreement. In connection with the foregoing, TRR specifically acknowledges and agrees, with respect to the Project, as follows:

- a. The bufferyard and setback that would otherwise be required by the Ordinance will not be required for that portion of the Project adjacent to the Remainder TRR Property and the bufferyards and setbacks adjacent to the Remainder TRR Property shall be as follows:
  - i. Bufferyard: 0’
  - ii. Setback: 0’
- b. Security fencing will be constructed on the Property per the SFFZ; however, the security fencing will not be required to obstruct the solar panels and associated infrastructure from view of the Remainder TRR Property.
- c. Landscaping and screening as set forth in the Ordinance will not be required where the Project is adjacent to the Remainder TRR Property.

2. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all previous communications, either

written or oral, that purport to describe or embody the subject matter hereof. There are no oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. This Agreement may not be amended except by written agreement of both parties.

3. Severability. Any part hereof that is or becomes invalid, illegal, or unenforceable may be severed from the remainder hereof, and to the extent possible, the parties will use reasonable efforts to replace any such part with provisions that preserve their original intent.

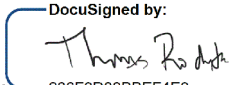
4. No Assigns. Neither this Memorandum nor any rights hereunder may be assigned, conveyed, or otherwise transferred by TRR.

5. Counterparts. This Memorandum may be executed in any number of counterparts, which may be electronically transmitted to the originating office, all of which when executed and delivered shall have the force and effect of an original.

*[signature pages to follow]*

IN WITNESS WHEREOF, the undersigned have executed and delivered this Memorandum of Understanding as of the effective date written above.

TRR Real Estate, LLC,  
a North Carolina limited liability company

By:  \_\_\_\_\_  
236F3D09BBEF4E3...  
Name: Thomas R. Rochester  
Title: Manager

MOFFETT SOLAR II, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have executed and delivered this Memorandum of Understanding as of the effective date written above.


TRR Real Estate, LLC,  
a North Carolina limited liability company

By: \_\_\_\_\_  
Name: Thomas R. Rochester  
Title: Manager

MOFFETT SOLAR II, LLC,  
a Delaware limited liability company

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

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

By:  \_\_\_\_\_  
Name: Su Man Ahn  
Title: Authorized Signatory

**Item # 13**



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**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #O-2024-\_\_\_\_\_**

**ORDINANCE OF JASPER COUNTY COUNCIL**

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

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

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

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

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

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

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

2. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver on behalf of Jasper County”) a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser as more particularly described in the Agreement, as modified.
  
3. In connection with the execution and delivery of the deeds and other documents authorized hereunder, the County Administrator, with the advice and counsel of the County Attorney, and the law firm of Harvey & Battey, P.A., is fully authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, amendments, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.
  
4. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the contracts, contract amendments, deeds, acceptance of the deeds from Gopher Hill Holdings, LLC and its affiliates, including the negotiation of the terms related thereto and any other agreements prior to the enactment of this Ordinance are ratified and confirmed.
  
5. This Ordinance shall take effect upon approval of the Council.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
L. Martin Sauls, IV, Chairman

ATTEST:

\_\_\_\_\_  
Wanda Giles, Clerk to Council

ORDINANCE O-2024- \_\_\_\_  
 First Reading: \_\_\_\_\_  
 Second Reading: \_\_\_\_\_  
 Public hearing: \_\_\_\_\_  
 Adopted: \_\_\_\_\_

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
David L. Tedder      Date: \_\_\_\_\_

Item # 14

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**JASPER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
L. Martin Sauls, IV, Chairman, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

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

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

Reviewed for form and draftsmanship by Jasper County Attorney

\_\_\_\_\_  
David L. Tedder Date

Item # 15  
By Title Only

Item # 16



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR JASPER COUNTY  
ORDINANCE NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

**Section 1. Approval of Development Agreement.** The Development Agreement, in substantially the form attached hereto as Exhibit A, is approved and all of the Development Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Development Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County.

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

**Section 3. Further Assurances.** The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, as appropriate, to take whatever further action and to

negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance.

**Section 4. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 5. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

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

JASPER COUNTY, SOUTH CAROLINA

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Chair, Jasper County Council

(SEAL)  
ATTEST:

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Clerk of Council, Jasper County Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

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David L. Tedder Date: \_\_\_\_\_

Ordinance # O-2024-\_\_\_\_\_

First Reading: August 19, 2024

Second Reading:

Public Hearing:

Third Reading:

**EXHIBIT A**  
**FORM OF DEVELOPMENT AGREEMENT**

**MOFFETT SOLAR  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN**

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

**\_\_\_\_, 2024**

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## **EXHIBITS**

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

## DEVELOPMENT AGREEMENT

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

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

### RECITALS

This Agreement is predicated upon the following:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

(n) “Parties” means the Property Owner and the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Applicable Land Use Regulations.

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

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

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

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

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

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

12. LAND USES AND INTENSITIES

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

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

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

[B. SUBDIVISION PLAN AND DEVELOPMENT PERMIT APPROVAL]

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

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

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

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

14. Traffic Considerations.

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

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

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

15. Fees.

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

(b) Fees-in-lieu of Taxes.

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

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

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

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

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

16. Schedule for Project Development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

29. Successors and Assigns.

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

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

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

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

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

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

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

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

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

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

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

30. General Terms and Conditions.

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

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

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

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

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

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

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

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

With copies to:

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

[]

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

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

[SEPARATE SIGNATURE PAGES ATTACHED]

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

Witness:

**JASPER COUNTY**

\_\_\_\_\_

By: \_\_\_\_\_

L. Martin Saul IV, Chairman

\_\_\_\_\_

Attest: \_\_\_\_\_

Wanda Simmons, Clerk of Council

STATE OF SOUTH CAROLINA )

)

ACKNOWLEDGMENT

COUNTY OF JASPER )

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

\_\_\_\_\_  
Notary Public for South Carolina

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

Witness:

**MOFFETT SOLAR II, LLC,**  
a Delaware limited liability company

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

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

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

Witness:

**MOFFETT SOLAR II, LLC,**  
a Delaware limited liability company

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

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
          Manager

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBITS**

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



**Exhibit A**

Legal Description

**Exhibit B**

Boundary Plat

TO BE INSERTED

**Exhibit C**  
Development Schedule

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

**Exhibit D**

Current Regulations

TO BE INSERTED

**Exhibit E**

Development Agreement Ordinance

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR JASPER COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT FOR MOFFETT SOLAR 1 TRACT PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND ARTICLE IV, TITLE 20 OF THE CODE OF ORDINANCES OF JASPER COUNTY; AUTHORIZING THE CHAIRMAN OF JASPER COUNTY COUNCIL TO EXECUTE A DEVELOPMENT AGREEMENT; AND OTHER RELATED MATTERS.**

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

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

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

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

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

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

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

**Section 1. Approval of Development Agreement.** The Development Agreement, in substantially the form attached hereto as Exhibit A, is approved and all of the Development Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Development Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County.

**Section 2. Further Assurances.** The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance.

**Section 3. Savings Clause.** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 4. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

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

JASPER COUNTY, SOUTH CAROLINA

---

Chair, Jasper County Council

(SEAL)  
ATTEST:

---

Clerk of Council, Jasper County Council

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



**Exhibit F**  
Form Partial Assignment and Assumption of Rights and Obligations

STATE OF SOUTH CAROLINA            )  
   )  
   )  
 COUNTY OF JASPER                    )       **PARTIAL ASSIGNMENT AND  
 ASSUMPTION OF RIGHTS AND  
 OBLIGATIONS UNDER  
 DEVELOPMENT AGREEMENT**

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

**RECITALS:**

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

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

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

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

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

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

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

(ii) [ ]

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

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

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

As to Assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

With a required copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

To Assignor:

\_\_\_\_\_  
ATTN:

Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

With a required copy to:

[ ]

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Signed, sealed and delivered  
in the presence of:

**ASSIGNEE:**

\_\_\_\_\_  
Witness  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_

)

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

\_\_\_\_\_  
Notary Public for South Carolina

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**ASSIGNOR:**

MOFFETT SOLAR II, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF SOUTH CAROLINA     )

)

COUNTY OF CHARLESTON     )

)

ACKNOWLEDGMENT

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

\_\_\_\_\_  
Notary Public for South Carolina

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires: \_\_\_\_\_

Exhibit A to Partial Assignment  
Property

Exhibit B to Partial Assignment  
Transferred Property



**EXHIBIT G**

Fee Schedules

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

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

**Plan Review**

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

**Site and Building Inspections**

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

## **Exhibit H**

### Legal and Equitable Owners

1. Moffett Solar II, LLC

Item # 17



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum  
County Administrator

Tisha L. Williams  
Executive Assistant

---

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

### **Administrator's Report August 19, 2024**

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1. Tropical Storm Debby:

I would like to thank the County Council for their support during the event. I was impressed with all aspects of the organization's performance.

I will be asking Chief Wells to provide a brief after-action summary for the Council.

2. Euhaw Broad River Planning Area Status:

Ms. Lisa Wagner has prepared an update memo which follows this report. Ms. Wagner will publicly review the details of the memo and answer any questions you may have about the process she has outlined as we prepare for the Open House on August 22 and the Public Hearing on September 19.

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



## Jasper County Planning Department

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

Lisa Wagner  
Director of Planning and Building Services  
[lwagner@jaspercountysc.gov](mailto:lwagner@jaspercountysc.gov)

### MEMORANDUM

---

**To: Andrew Fulghum, Administrator**  
**From: Lisa Wagner, Director of Planning & Building Services**  
**Date: August 5, 2024**  
**Re: Euhaw Broad River Planning Area**

The purpose of this memorandum is to share with you the next steps for the Euhaw Broad River Planning area. The Jasper County Planning Department will be mailing letters to everyone whose property is proposed for re-zoning. Nearly 300 Signs noticing the Public Hearing will be placed on the properties throughout the community shortly after that.

An **Open House** has been scheduled for **August 22, 2024 from 4:00 pm – 6:00 pm at Port Royal Sound Foundation Maritime Center, Weezie Pavillion, 310 Okatie Highway, Okatie, South Carolina**. A **Public Hearing** is planned for **September 19, 2024**, to be held at **Port Royal Sound Foundation Maritime Center at 5:00 pm**. Both of these events are included in the letters being mailed out and are included on the webpage mentioned below.

The Planning Department has also created a new sub-page on the County's website under the Planning Department. The webpage includes an interactive map for the Euhaw Broad River Planning Area where the public can see how their property is currently zoned and if any changes are proposed for the property. The proposed zoning text amendments for the Euhaw Broad River Planning Area are also included on the website for public viewing. Here is a link to the webpage:  
<https://www.jaspercountysc.gov/planning-building/euhaw-broad-river-planning-area>

In 2023, the Jasper County Council enacted a development moratorium for the Euhaw/Broad River planning area, located generally east of I-95, to address development pressures and growth concerns for this area. In response to these concerns, Jasper County is proposing updates to portions of the zoning ordinance, which regulates growth and development in unincorporated Jasper County. These updates include new zoning district, development standards, and modifications to the current zoning map.

The community is encouraged to attend the following events to learn more and share your input. You may also send an email to [planningcomments@jaspercountysc.gov](mailto:planningcomments@jaspercountysc.gov).

<p><b>Informational Open House</b>  <b>Thursday, August 22, 2024</b>  <b>4 p.m. – 6 p.m.</b></p> <p>Purpose: Drop-in session to learn about the proposed changes and talk with County staff.</p>	<p><b>Jasper County Council Public Hearing</b>  <b>Thursday, September 19, 2024</b>  <b>5 p.m.</b></p> <p>Purpose: Public hearing before the Jasper County Council to provide input.</p>
<p>Both meetings will be held at the  <b>Port Royal Sound Foundation Maritime Center</b>  <b>310 Okatie Highway, Okatie, South Carolina 29909</b>  (Located on Lemon Island)</p>	

**Zoning Map Modifications**

Click the link below to view an interactive map of the proposed modifications to the Jasper County Zoning Map:

[Interactive Zoning Map – Proposed Modifications](#)

**Proposed Zoning Text Amendments**

Summary of Proposed Updates:

- Article 5: Zoning District Regulations (New zoning districts)
  - Rural Preservation 10 (RP-10)
  - Village Commercial (VC)
  - Euhaw Overlay District (EOD)
- Article 6: Update of Uses and Development Regulations
  - Primarily addresses new zoning districts – RP-10 and VC
  - Minor updates in R and RC
  - Article 11 – Conditional Use standards added
- Article 7: Primary Districts
  - Development standards

- Riparian buffers
- Village Commercial Standards
- Article 8: Special Purpose Districts – Standards for the Euhaw Overlay District

To see the details of the proposed changes, click the links below:

[ARTICLE 5. ZONING DISTRICT REGULATIONS PROPOSED 2024.06.17](#)

[ARTICLE 6. USE REGULATIONS PROPOSED 2024.06.17](#)

[ARTICLE 7. PRIMARY DISTRICTS PROPOSED 2024.06.17](#)

[ARTICLE 8. SPECIAL PURPOSE DISTRICTS PROPOSED 2024.06.17](#)

[ARTICLE 11. CONDITIONAL USE REVIEW AND REGULATIONS PROPOSED 2024.06.17](#)

## **Frequently Asked Questions**

*Why is the county making changes to the zoning ordinance?*

The proposed changes are based on feedback from the community and the desire to maintain the rural character of Jasper County, protect water quality in the Broad River and its tributaries, and balance development with conservation of natural and cultural resources.

*Will the zoning of my property change?*

View the [interactive map](#) to see if any changes are proposed for your property. The Euhaw Overlay District will include all properties within the shaded area (click on “Overview” at the bottom of the map).

*What is an overlay district?*

An overlay district is a zoning district that “sits on top of” the base zoning district and includes requirements specific to the geographic area included in the overlay district.

*Where can I read the current ordinance?*

The current zoning ordinance is available [here](#).

*How can I learn more about the proposed changes?*

All members of the community are encouraged to attend the Informational Open House on Thursday, August 22, 2024, 4 p.m. – 6 p.m., at the Port Royal Sound Foundation Maritime Center, 310 Okatie Highway to learn about the proposed changes and talk with County staff.

*How can I share my feedback with the county?*

The Jasper County Council will hold a public hearing on Thursday, September 21, at 5 p.m. at the Port Royal Sound Foundation Maritime Center, 310 Okatie Highway. All members of the community are invited to attend.

You may also send an email to [planningcomments@jaspercountysc.gov](mailto:planningcomments@jaspercountysc.gov).

*I live in Hardeeville or Ridgeland. Will this affect me?*

No, the Jasper County Zoning Ordinance only applies to properties in the unincorporated areas of the county.





## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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*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](mailto:afulghum@jaspercountysc.gov)

Tisha L. Williams  
Executive Assistant

[twilliams@jaspercountysc.gov](mailto:twilliams@jaspercountysc.gov)

### **Progress Report July 16, 2024 – August 19, 2024**

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1. City of Hardeeville v. Jasper County (Nickel Plate MCIP):  
Met with outside counsel on July 16 and August 7. To be discussed with County Council in executive session on August 19.
2. Ridgeland-Claude Dean Airport:  
Met with consulting engineer and Mr. Lucas on July 25 to discuss status of capital projects. Scheduled to meet with consulting engineer, Mr. Lucas, and FAA staff on August 9 to review the same information.
3. Animal Shelter:  
Reviewed emails received from Mr. Hughes. Jasper Animal Rescue Mission (JARM) lease to be discussed with County Council in executive session on August 19.
4. Opioid Litigation and Settlement Funds:  
Met with Ms. Rath on July 26 and August 8. Multiple telephone conversations with Ms. Rath and Solicitor Stone re: use and allocation of funds. Litigation to be discussed with County Council in executive session on August 19. Information on the current settlement funds available to Jasper County as well as the County's plan for use of settlement funds follows this report.
5. SC Association of Counties (SCAC) 2024 Annual Conference:  
Attended conference in Isle of Palms, South Carolina July 29-31.

6. 2024 Transportation Sales Tax:  
Discussion with County Attorney re: requested educational materials to guide Council with clear understanding of education vs. advocacy. Materials to be provided to Council as soon as practicable.
7. Development Projects:  
Met with SCA staff, outside counsel, and the County Attorney on July 17, 24, and 31 and August 7 to review active economic development projects. Met with City of Hardeeville staff and County staff on July 17 to discuss "Project C." To be discussed with County Council in executive session on August 19.
8. Tropical Storm Debby:  
Storm prep, monitoring, and management August 4-7.
9. Meeting with Members of the Purrysburg Community:  
Met with residents and County staff on July 18 to discuss the condition of roads and ditches in the area as well as the PAH Community Center property. Residents will be included in the county-wide recreation plan effort.
10. Jasper County Transportation Committee:  
Met with Chairman of the committee and Ms. Dobson-Elliott on July 25. Discussed 2016 Transportation Sales Tax Program, 2024 Transportation Sales Tax referendum, and potential repaving of yet to be determined section(s) of Rt. 17.
11. Moratorium:  
Met with Planning Director, planning consultant, and County Attorney on July 17 to review the status of proposed zoning and land development standards. Ms. Wagner will be providing an update to the County Council during the Administrator's Report portion of the regular meeting of the County Council on August 19.
12. Exit 3:  
Attended Exit 3 "Lead Group" meeting with SCDOT staff, developer, and City staff on July 23. Reviewed, edited, and signed letter to SC Infrastructure Bank Board Chairman on August 1. Discussed project status with outside counsel and County Attorney on August 5. To be discussed with County Council in executive session on August 19 and an Ordinance for action has been placed on August 19 County Council agenda. Scheduled to attend the next Lead Group meeting on August 14.

13. Treasurer Lawsuit:

Met with outside counsel and County Attorney on July 22 and August 6.  
Scheduled for discussion in executive session on August 19.

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

Special County Council meeting on July 22 re: the Detention Center,  
special County Council meeting on July 24 re: Transportation Sales Tax,  
and Jasper Ocean Terminal (JOT) Joint Venture Board meeting  
teleconference on August 8.

**Budget Request:**

Total amount in Jasper County GPS: \$269,876.29

- Jasper County Unites Against Opioids: \$110,000
- ODMAP Tracking with New Life Center: \$62,000

Total Ask: \$172,000

1) Campaign Title: **Jasper County Unites Against Opioids**

Objective: Raise awareness about the dangers of opioid misuse and prevent opioid-related deaths in Jasper County, SC through a hyper-local neighborhood-style media campaign.

**Strategy 1: "One Pill Can Kill" Hyper Local Messaging**

**Tactics:**

**Community Workshops:**

- Host tailored workshops in specific neighborhoods.
- Use neighborhood-specific data and testimonials to highlight the local opioid issues.
- Distribute personalized informational pamphlets/mailers targeting the concerns of each neighborhood.

**Localized Signage:**

- Place billboards and posters strategically within each neighborhood with a focus of localized messaging.
- Customize visuals and messaging to resonate with the demographics of the specific area.
- Ensure messages are culturally sensitive and multilingual.

**Neighborhood Ambassadors:**

- Recruit community members/elected officials/other stakeholders as ambassadors for the campaign.
- Empower them to share the "One Pill Can Kill" targeted by neighborhood message within their social and political circles.
- Provide resources and training for effective communication.

**Radio/TV Messaging:**

- Develop radio/tv appearances/advertisements specifically for local stations that reach Jasper County.

- Utilize local radio/tv personalities to deliver the message in a relatable manner.

## **Strategy 2: Utilizing Families of Local Jasper Residents Who Have Lost Their Children To The Opioid Crisis**

### **Tactics:**

#### **Personal Stories in Local Media:**

- Produce personalized video spots for each neighborhood.
- Highlight the impact of opioid misuse on families within specific communities.
- Share these stories through local TV channels, radio stations, and community-specific newsletters.

#### **Town Hall Meetings:**

- Organize neighborhood-specific town hall meetings.
- Allow affected families to share their stories within their own communities.
- Tailor resources and support information to the needs of each neighborhood.

#### **Community Support Groups:**

- Work within support groups to spread messaging.
- Customize the focus of each group to address the unique challenges faced by different communities.
- Collaborate with local mental health professionals for specialized assistance.

## **Strategy 3: General Targeted Outreach to Various Cohort Groups**

### **Tactics:**

#### **Pregnant Mothers:**

- Develop mailing campaigns targeting specific neighborhoods with high rates of opioid misuse.
- Collaborate with local healthcare providers to include informational materials in prenatal care packages.
- Leverage community events to distribute resources and engage directly with expectant mothers.

#### **Church Members:**

- Customize messaging for different religious denominations within Jasper County.
- Send mailings to church congregations and utilize church bulletins for dissemination.
- Schedule radio segments featuring religious leaders discussing the impact of opioids on the community.

#### **Seniors in High School:**

- Tailor curriculum materials for high schools based on their specific needs and concerns.

- Distribute informational packets through school mailings and collaborate with school administrators for effective implementation.
- Utilize radio platforms popular among high school students for messaging.

### **Evaluation:**

#### Surveys and Feedback:

- Include questions in surveys that capture neighborhood-specific changes in awareness.
- Seek feedback from community members through localized focus groups.

#### Media Reach Metrics:

- Monitor the reach and engagement of campaign content in each neighborhood separately.
- Evaluate the effectiveness of radio messaging by analyzing audience response in targeted areas.

#### Incident Reports:

- Monitoring by New Life Center with OD MAP
- Evaluate changes in opioid-related incidents in targeted areas to measure impact.

#### Community Participation:

- Assess neighborhood-specific attendance and engagement in events, workshops, and support groups.
- Monitor the involvement of local ambassadors and leaders in each community.

### **Success Criteria:**

#### Reduction in Opioid Incidents:

- Success: Achieve a decrease in opioid-related incidents, meeting or exceeding the set target of 20%.

#### Increased Awareness and Knowledge:

- Success: Observe a 30% or higher increase in community-wide awareness of the "One Pill Can Kill" message.

#### Enhanced Community Engagement:

- Success: Achieve a 25% or higher increase in community participation in workshops, town hall meetings, and support groups.

#### Effective Media Reach:

- Success: Reach at least 80% of the Jasper County population through the hyper-local media campaign.

## **2) Collaboration with New Life Center On ODMAP:**

The Jasper County government, in contract with New Life Center, will establish a formal collaboration and memorandum of understanding for New Life Center to document opioid use, overdoses, and deaths on behalf of Jasper County utilizing ODMAP.

ODMap Input: The New Life Center will maintain the statistics fed into ODMap for Jasper County, incorporating all data points obtained from key stakeholders,

- Jasper County Fire-Rescue
- Jasper County Coroner's Office
- Jasper County Sheriff's Office
- Jasper County Detention Center
- Ridgeland Police Department
- Ridgeland Fire Department
- Hardeeville Police Department
- Department of Social Services.

The ODMap will provide:

- Geographical data pinpointing overdose incidents.
- Timely updates on opioid overdose statistics.
- A breakdown of overdose incidents by age, gender, and substances involved.
- Identifying trends in overdose hotspots.

Data Sharing and Reporting:

- New Life will regularly share overdose data with relevant stakeholders, including law enforcement, healthcare providers, and local community organizations.
- Ensure that information is anonymized and complies with all applicable privacy Regulations.

Community Outreach:

- Conduct outreach programs to engage the stakeholders, community citizens and others to encourage reporting of opioid-related incidents.
- Promote awareness about the status of ODMAP data as a resource for the public.

Analysis and Success Criteria:

- Periodically review the OD Map data with stakeholders, to identify trends, emerging issues, or areas needing intensified intervention.
- Use this information to recommend policy changes and allocate resources effectively.

Heather Rath

CONSULTING  
PROJECT MANAGEMENT  
STRATEGY ~~~~~ ADVOCACY

Opioid Settlement Funds

Funding Request Overview – Presentation to Council

Monday, February 6th, 2024

\*Please note, information is subject to change

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## Budget Summary

**Total amount available to Jasper County:  
\$269,876.29**

- Jasper County Unites Against Opioids: \$110,000
- ODMAP Tracking with New Life Center: \$62,000

**Total Ask: \$172,000**

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## Jasper County Unites Against Opioids

### "One Pill Can Kill" Hyper-Local Messaging

#### Objective:

Raise awareness about the dangers of opioid misuse and prevent opioid-related deaths in Jasper County, SC through a hyper-local neighborhood-style media campaign.

## Strategy

### One

## Media

### Campaign



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## Jasper County Unites Against Opioids

### Community Workshops

- Host tailored workshops in specific neighborhoods.
- Use neighborhood-specific data and testimonials to highlight the local opioid issues.
- Distribute personalized informational pamphlets/mailers targeting the concerns of each neighborhood.

### Localized Signage

- Place billboards and posters strategically within each neighborhood with a focus of localized messaging.
- Customize visuals and messaging to resonate with the demographics of the specific area.
- Ensure messages are culturally sensitive and multilingual.

### Neighborhood Ambassadors

- Recruit community members/elected officials/other stakeholders as ambassadors for the campaign.
- Empower them to share the "One Pill Can Kill" targeted by neighborhood message within their social and political circles.
- Provide resources and training for effective communication.

### Radio/TV Messaging


- Develop radio/tv appearances/advertisements specifically for local stations that reach Jasper County.
- Utilize local radio/tv personalities to deliver the message in a relatable manner.

## Campaign


### Tactics




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<p><b>Jasper County Unites Against Opioids</b></p> <p><b>Utilizing Families of Local Jasper Residents Who Have Lost Their Children/Family Members To The Opioid Crisis</b></p>	<p><b>Strategy</b></p> <p><b>Two</b></p> <p><b>Media</b></p> <p><b>Campaign</b></p> 
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<p><b>Jasper County Unites Against Opioids</b></p> <p><b>Personal Stories in Local Media</b></p> <ul style="list-style-type: none"><li>• Produce personalized video spots for each neighborhood.</li><li>• Highlight the impact of opioid misuse on families within specific communities.</li><li>• Share these stories through local TV channels, radio stations, and community-specific newsletters.</li></ul> <p><b>Community Support Groups</b></p> <ul style="list-style-type: none"><li>• Work within support groups to spread messaging.</li><li>• Customize the focus of each group to address the unique challenges faced by different communities.</li><li>• Collaborate with local mental health professionals for specialized assistance.</li></ul> <p><b>Town Hall Meetings</b></p> <ul style="list-style-type: none"><li>• Organize neighborhood-specific town hall meetings.</li><li>• Allow affected families to share their stories within their own communities.</li><li>• Tailor resources and support information to the needs of each neighborhood.</li></ul>	<p><b>Campaign</b></p> <p><b>Tactics</b></p> 
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<p><b>Jasper County Unites Against Opioids</b></p> <p><b>General Targeted Outreach to Various Cohort Groups</b></p>	<p><b>Strategy</b></p> <p><b>Three</b></p> <p><b>Media</b></p> <p><b>Campaign</b></p> 
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<p><b>Jasper County Unites Against Opioids</b></p> <p><b>Pregnant Mothers:</b></p> <ul style="list-style-type: none"><li>• Develop mailing campaigns targeting specific neighborhoods with high rates of opioid misuse.</li><li>• Collaborate with local healthcare providers to include informational materials in prenatal care packages.</li><li>• Leverage community events to distribute resources and engage directly with expectant mothers.</li></ul> <p><b>Church Members:</b></p> <ul style="list-style-type: none"><li>• Customize messaging for different religious denominations within Jasper County.</li><li>• Send mailings to church congregations and utilize church bulletins for dissemination</li><li>• Schedule radio segments featuring religious leaders discussing the impact of opioids on the community.</li></ul> <p><b>Seniors in High School:</b></p> <ul style="list-style-type: none"><li>• Tailor curriculum materials for high schools based on their specific needs and concerns.</li><li>• Distribute informational packets through school mailings and collaborate with school administrators for effective implementation.</li><li>• Utilize radio platforms popular among high school students for messaging.</li></ul>	<p><b>Campaign</b></p> <p><b>Tactics</b></p> 
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## Jasper County Unites Against Opioids

### Surveys and Feedback

- Include questions in surveys that capture neighborhood-specific changes in awareness.
- Seek feedback from community members through localized focus groups.

### Media Reach – Measurement

- Monitor the reach and engagement of campaign content in each neighborhood separately.
- Evaluate the effectiveness of radio messaging by analyzing audience response in targeted areas.

### Incident Reports

- Monitoring by New Life Center with OD MAP
- Evaluate changes in opioid-related incidents in targeted areas to measure impact.

### Attendance – Measurement

- Assess neighborhood-specific attendance and engagement in events, workshops, and support groups.
- Monitor the involvement of local ambassadors and leaders in each community.

## Evaluation Metrics



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## Jasper County Unites Against Opioids

### Reduction in Opioid Incidents

- Success: A decrease in opioid-related incidents, meeting or exceeding the set target of 20%.

### Increased Awareness and Knowledge

- Success: Observe a 30% or higher increase in community-wide awareness of the "One Pill Can Kill"

### Enhanced Community Engagement:

- Success: Achieve a 25% or higher increase in community participation in workshops, town hall meetings, and support groups.

### Effective Media Reach

- Success: Reach at least 80% of the Jasper County population through the hyper-local media campaign.

## Success Criteria



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## Collaboration with New Life Center On ODMAP

The Jasper County government, in contract with New Life Center, will establish a formal collaboration and memorandum of understanding for New Life Center to document opioid use, overdoses, and deaths on behalf of Jasper County utilizing ODMAP.

**ODMAP**

*Tracking*  
**ODMAP**



## Objective:


**ODMap Input:** The New Life Center will feed into ODMap for Jasper County, incorporating all data points obtained from key stakeholders including:


- Jasper County Fire-Rescue/EMS
- Jasper County Coroner's Office
- Jasper County Sheriff's Office
- Jasper County Detention Center
- Ridgeland Police Department
- Ridgeland Fire Department
- Hardeeville Police Department
- Hardeeville Fire Department
- Department of Social Services
- Coastal Carolina Medical Center

**ODMAP**

*Tracking*  
**ODMAP**



<b>Evaluation Metric:</b>	<b>ODMAP</b>
ODMAP Will Allow Us To Understand:	<b>Evaluation</b>
<ul style="list-style-type: none"><li>• Geographical data pinpointing overdose incidents.</li><li>• Timely updates on opioid overdose statistics.</li><li>• A breakdown of overdose incidents by age, gender, and substances involved.</li><li>• Identifying trends in overdose hotspots.</li></ul>	<b>Metrics</b>
Data Sharing and Reporting:	
<ul style="list-style-type: none"><li>• New Life will regularly share overdose data with relevant stakeholders, including law enforcement, healthcare providers, and local community organizations.</li><li>• Ensure that information is anonymized and complies with all applicable privacy regulations.</li></ul>	

<b>Success Criteria:</b>	<b>ODMAP</b>
Community Outreach:	<b>Success</b>
<ul style="list-style-type: none"><li>• Conduct outreach programs to engage the stakeholders, community citizens and others to encourage reporting of opioid-related incidents.</li><li>• Promote awareness about the status of ODMAP data as a resource for the public.</li></ul>	<b>Criteria</b>
Analysis:	
<ul style="list-style-type: none"><li>• Periodically review the OD Map data with stakeholders, to identify trends, emerging issues, or areas needing intensified intervention.</li><li>• Use this information to recommend policy changes and allocate resources effectively.</li></ul>	

## The Process:

- We have submitted our request along with all documents, letters of intent, budgets and other items to the State of South Carolina Opioid Recovery Fund
- I will work with the administrator of the Fund for additional documentation needed for the two programs (Education/Media Campaign and Tracking ODMAP) through this month.
- Adjustments to this plan may be made in advance of the March meeting.
- March 20<sup>th</sup>, the SCORF Board will meet and evaluate our plan and recommend to approve or not approve.
- The Board also may recommend one program but not another (severability).
- Once approved, we will issue an RFP working with the procurement team at Jasper County to find the team to lead the Education/Media Campaign.

## Next Steps



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Heather Rath  
CONSULTING  
PROJECT MANAGEMENT  
STRATEGY  ADVOCACY

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THANK YOU!



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## SETTLEMENT REPORT FOR MARCH 20, 2024 MEETING

The Treasurer received a payment of \$66,151,704.33 on February 29, 2024. This amount represents the 2023 payments from Allergan, CVS, Teva, Walgreens, and Walmart.

Pursuant to the terms of the agreement between the State of South Carolina and its participating political subdivisions, money shall be allocated as follows:

SOUTH CAROLINA OPIOID FUNDS OVERVIEW						
Date	Payment	Opioid Recovery	GPS Subfund	Disc Subfund	Adm Subfund*	Other
7/15/2022	\$12,550,750.48	\$10,291,615.39	\$8,572,915.62	\$1,512,867.46	\$102,916.15	\$102,916.16
9/15/2022	\$13,190,226.89	\$10,815,986.05	\$9,009,716.38	\$1,589,949.95	\$108,159.86	\$108,159.86
10/18/2022	\$50,788,528.57	\$41,703,668.26	\$34,538,442.49	\$6,337,494.05	\$413,865.86	\$413,865.86
1/31/2023	\$2,355,141.78	\$2,166,961.34	\$1,711,899.46	\$411,722.65	\$21,669.61	\$21,669.62
6/16/2023	\$554,894.21	\$554,894.21	\$110,978.84	\$0.00	\$0.00	\$443,915.37
8/2/2023	\$13,190,226.89	\$11,592,890.41	\$9,158,383.42	\$2,202,649.18	\$231,857.81	\$0.00
9/12/2023	\$0.00	\$188,180.44	\$592,577.92	\$35,754.28	\$650,375.11	(\$1,090,526.87)
11/9/2023	\$2,770,755.04	\$2,770,755.04	\$2,188,896.48	\$526,443.46	\$55,415.10	\$0.00
2/29/2024	\$66,151,704.33	\$58,210,531.42	\$46,107,357.66	\$10,950,490.55	\$1,152,683.21	\$0.00
<b>Total</b>	<b>\$161,552,228.19</b>	<b>\$138,295,482.56</b>	<b>\$111,991,168.27</b>	<b>\$23,567,371.58</b>	<b>\$2,736,942.71</b>	<b>\$0.00</b>

GUARANTEED POLITICAL SUBDIVISION SUBFUND - SINCE PRIOR MEETING						
Subdivision	Type	Allocation %	Prior Balance	Disbursements	New Funds	Current Balance
Abbeville	County	0.3350059823%	\$218,643.33	\$0.00	\$152,531.53	\$371,174.86
Aiken	County	2.5661670597%	\$1,566,630.76	\$25,000.00	\$1,168,401.19	\$2,710,031.95
Aiken	City/Town	0.7838026892%	\$511,552.74	\$25,000.00	\$356,873.10	\$843,425.84
Allendale	County	0.1220441823%	\$79,652.72	\$0.00	\$55,567.92	\$135,220.64
Anderson	County	3.3392231904%	\$2,179,360.70	\$418,824.00	\$1,520,381.28	\$3,280,917.98
Anderson	City/Town	1.1735303052%	\$765,910.42	\$0.00	\$534,319.93	\$1,300,230.35
Bamberg	County	0.2705913372%	\$176,602.79	\$0.00	\$123,202.91	\$299,805.70
Barnwell	County	0.4653224769%	\$61,459.06	\$0.00	\$211,865.92	\$273,324.98
Beaufort	County	2.3364418352%	\$612,781.44	\$0.00	\$1,063,805.03	\$1,676,586.47
Beaufort	City/Town	0.0769982478%	\$50,253.28	\$25,000.00	\$35,058.06	\$60,311.34
Berkeley	County	2.0961440294%	\$289,655.88	\$0.00	\$954,395.07	\$1,244,050.95
Bluffton	City/Town	0.0481968917%	\$31,455.94	\$0.00	\$21,944.52	\$53,400.46
Calhoun	County	0.1833260393%	\$119,648.67	\$115,181.85	\$83,470.15	\$87,936.97
Cayce	City/Town	0.2572136960%	\$80,940.80	\$0.00	\$117,111.93	\$198,052.73
Charleston	County	3.8016438488%	\$1,496,025.87	\$632,768.00	\$1,730,925.97	\$2,594,183.84
Charleston	City/Town	2.3004340552%	\$947,029.11	\$0.00	\$1,047,410.33	\$1,994,439.44
Cherokee	County	0.9440700745%	\$591,152.06	\$0.00	\$429,844.42	\$1,020,996.48
Chester	County	0.3947965211%	\$257,665.92	\$249,024.23	\$179,754.75	\$188,396.44
Chester	City/Town	0.1299573133%	\$84,817.30	\$81,972.67	\$59,170.85	\$62,015.48
Chesterfield	County	0.9443488664%	\$616,334.00	\$418,741.52	\$429,971.36	\$627,563.84
Clarendon	County	0.5705383575%	\$272,364.71	\$0.00	\$259,771.75	\$532,136.46
Clemson	City/Town	0.3311616877%	\$216,134.34	\$0.00	\$150,781.18	\$366,915.52
Colleton	County	0.8589365535%	\$535,589.24	\$0.00	\$391,082.29	\$926,671.53
Columbia	City/Town	2.3918060702%	\$841,082.19	\$0.00	\$1,089,012.91	\$1,930,095.10
Conway	City/Town	0.2894739402%	\$188,926.62	\$0.00	\$131,800.34	\$320,726.96
Darlington	County	1.6906462867%	\$1,078,408.76	\$0.00	\$769,767.94	\$1,848,176.70
Dillon	County	0.6608411417%	\$431,301.28	\$0.00	\$300,887.49	\$732,188.77
Dorchester	County	1.6015765975%	\$910,276.97	\$0.00	\$729,213.63	\$1,639,490.60
Easley	City/Town	0.8565835771%	\$559,053.56	\$0.00	\$390,010.96	\$949,064.52
Edgefield	County	0.3586097074%	\$70,048.43	\$0.00	\$163,278.54	\$233,326.97
Fairfield	County	0.3536421891%	\$168,626.74	\$62,180.00	\$161,016.78	\$267,463.52
Florence	County	2.2059006272%	\$1,439,692.08	\$804,769.33	\$1,004,368.33	\$1,639,291.08
Florence	City/Town	1.0065336904%	\$656,919.24	\$607,860.00	\$458,284.72	\$507,343.96
Forest Acres	City/Town	0.0995929056%	\$64,999.82	\$0.00	\$45,345.63	\$110,345.45
Fort Mill	City/Town	0.1714974802%	\$111,928.68	\$92,213.43	\$78,084.50	\$97,799.75
Fountain Inn	City/Town	0.1975697094%	\$128,944.86	\$0.00	\$89,955.44	\$218,900.30
Gaffney	City/Town	0.2044353782%	\$133,425.78	\$0.00	\$93,081.45	\$226,507.23



Georgetown	County	1.1895098900%	\$327,256.58	\$0.00	\$541,595.59	\$868,852.17
Georgetown	City/Town	0.2626233562%	\$146,402.44	\$0.00	\$119,575.01	\$265,977.45
Goose Creek	City/Town	0.5473575768%	\$217,235.67	\$0.00	\$249,217.31	\$466,452.98
Greenville	County	7.1502328364%	\$4,666,635.22	\$0.00	\$3,255,571.58	\$7,922,206.80
Greenville	City/Town	2.2705648395%	\$956,458.49	\$0.00	\$1,033,810.58	\$1,990,269.07
Greenwood	County	1.3388944490%	\$848,836.15	\$0.00	\$609,611.86	\$1,458,448.01
Greenwood	City/Town	0.0308220618%	\$15,116.16	\$0.00	\$14,033.59	\$29,149.75
Greer	City/Town	0.5590564672%	\$364,871.00	\$0.00	\$254,543.93	\$619,414.93
Hampton	County	0.3450376919%	\$164,523.86	\$0.00	\$157,099.07	\$321,622.93
Hanahan	City/Town	0.2279684840%	\$148,784.76	\$0.00	\$103,796.30	\$252,581.06
Hilton Head Island	City/Town	0.2323878458%	\$151,669.09	\$0.00	\$105,808.48	\$257,477.57
Horry	County	5.2166718879%	\$2,356,958.77	\$444,553.23	\$2,375,202.20	\$4,287,607.74
Irmo	City/Town	0.0942740906%	\$11,528.46	\$0.00	\$42,923.92	\$54,452.38
James Island	City/Town	0.0461551887%	\$30,123.42	\$0.00	\$21,014.91	\$51,138.33
Jasper	County	0.4278548317%	\$279,241.59	\$0.00	\$194,806.53	\$474,048.12
Kershaw	County	1.0780892823%	\$364,121.36	\$364,121.36	\$490,864.69	\$490,864.69
Kershaw Health	Hospital	0.0000000000%	\$110,978.84	\$0.00	\$115,274.13	\$226,252.97
Lancaster	County	1.4809282603%	\$966,535.24	\$187,838.00	\$674,281.25	\$1,452,978.49
Laurens	County	1.3598442946%	\$887,509.16	\$0.00	\$619,150.53	\$1,506,659.69
Lee	County	0.2176621820%	\$142,058.32	\$0.00	\$99,103.74	\$241,162.06
Lexington	County	4.4881391605%	\$2,929,206.45	\$382,800.00	\$2,043,494.06	\$4,589,900.51
Lexington	City/Town	0.2342104062%	\$30,934.14	\$0.00	\$106,638.31	\$137,572.45
Marion	County	0.6973242307%	\$455,112.16	\$0.00	\$317,498.60	\$772,610.76
Marlboro	County	0.4878238042%	\$318,380.63	\$0.00	\$222,110.99	\$540,491.62
Mauldin	City/Town	0.4253253929%	\$277,590.74	\$0.00	\$193,654.85	\$471,245.59
McCormick	County	0.1281623493%	\$83,645.79	\$40,000.00	\$58,353.58	\$101,999.37
Moncks Corner	City/Town	0.1965426445%	\$111,607.55	\$0.00	\$89,487.81	\$201,095.36
Mount Pleasant	City/Town	0.5750801889%	\$75,955.68	\$63,367.77	\$261,839.69	\$274,427.60
MUSC	Hospital	0.0000000000%	\$443,915.37	\$0.00	\$461,096.52	\$905,011.89
Myrtle Beach	City/Town	1.9068234068%	\$785,627.20	\$431,066.55	\$868,195.52	\$1,222,756.17
Newberry	County	0.5656551710%	\$369,177.69	\$0.00	\$257,548.38	\$626,726.07
Newberry	City/Town	0.0344864857%	\$22,507.76	\$0.00	\$15,702.04	\$38,209.80
North Augusta	City/Town	0.5139678525%	\$310,443.69	\$0.00	\$234,014.64	\$544,458.33
North Charleston	City/Town	1.7751090959%	\$811,483.81	\$176,000.00	\$808,224.69	\$1,443,708.50
North Myrtle Beach	City/Town	0.6366313248%	\$415,500.62	\$0.00	\$289,864.53	\$705,365.15
Oconee	County	2.8099515214%	\$1,655,754.91	\$0.00	\$1,279,398.66	\$2,935,153.57
Orangeburg	County	1.4543982912%	\$949,220.32	\$202,631.62	\$662,201.90	\$1,408,790.60
Orangeburg	City/Town	0.0468940344%	\$30,605.63	\$0.00	\$21,351.32	\$51,956.95
Pickens	County	2.8143347165%	\$1,253,195.31	\$313,908.00	\$1,281,394.37	\$2,220,681.68
Port Royal	City/Town	0.0206098617%	\$13,451.14	\$0.00	\$9,383.87	\$22,835.01
Richland	County	3.8816723839%	\$2,533,392.88	\$0.00	\$1,767,363.75	\$4,300,756.63
Rock Hill	City/Town	1.3120073555%	\$173,287.85	\$0.00	\$597,369.90	\$770,657.75
Saluda	County	0.2604801809%	\$124,204.42	\$0.00	\$118,599.20	\$242,803.62
Simpsonville	City/Town	0.3497064495%	\$228,237.66	\$0.00	\$159,224.80	\$387,462.46
Spartanburg	County	6.4084293395%	\$4,182,493.44	\$0.00	\$2,917,821.13	\$7,100,314.57
Spartanburg	City/Town	1.1890308958%	\$512,042.96	\$0.00	\$541,377.50	\$1,053,420.46
Summerville	City/Town	0.6446011912%	\$420,702.19	\$140,351.00	\$293,493.28	\$573,844.47
Sumter	County	0.9480995733%	\$593,781.92	\$0.00	\$431,679.09	\$1,025,461.01
Sumter	City/Town	0.5390642671%	\$351,822.99	\$0.00	\$245,441.28	\$597,264.27
Tega Cay	City/Town	0.0433365022%	\$5,724.52	\$0.00	\$19,731.54	\$25,456.06
Union	County	0.6499524020%	\$424,194.69	\$0.00	\$295,929.74	\$720,124.43
West Columbia	City/Town	0.3943858322%	\$52,089.86	\$0.00	\$179,567.76	\$231,657.62
Williamsburg	County	0.4931357629%	\$236,276.51	\$128,961.00	\$224,529.58	\$331,845.09
York	County	2.5800878865%	\$1,239,994.41	\$547,944.00	\$1,174,739.48	\$1,866,789.89
<b>TOTAL</b>			<b>\$54,123,703.56</b>	<b>\$6,982,077.56</b>	<b>\$46,107,357.66</b>	<b>\$93,248,983.66</b>

**GUARANTEED POLITICAL SUBDIVISION SUBFUND - SINCE INCEPTION**

Subdivision	Type	Allocation %	Allocated Funds	Disbursements	Current Balance
Abbeville	County	0.3350059823%	\$371,174.86	\$0.00	\$371,174.86
Aiken	County	2.5661670597%	\$2,843,222.95	\$133,191.00	\$2,710,031.95
Aiken	City/Town	0.7838026892%	\$868,425.84	\$25,000.00	\$843,425.84

Allendale	County	0.1220441823%	\$135,220.64	\$0.00	\$135,220.64
Anderson	County	3.3392231904%	\$3,699,741.98	\$418,824.00	\$3,280,917.98
Anderson	City/Town	1.1735303052%	\$1,300,230.35	\$0.00	\$1,300,230.35
Bamberg	County	0.2705913372%	\$299,805.70	\$0.00	\$299,805.70
Barnwell	County	0.4653224769%	\$515,560.97	\$242,235.99	\$273,324.98
Beaufort	County	2.3364418352%	\$2,588,695.47	\$912,109.00	\$1,676,586.47
Beaufort	City/Town	0.0769982478%	\$85,311.34	\$25,000.00	\$60,311.34
Berkeley	County	2.0961440294%	\$2,322,453.95	\$1,078,403.00	\$1,244,050.95
Bluffton	City/Town	0.0481968917%	\$53,400.46	\$0.00	\$53,400.46
Calhoun	County	0.1833260393%	\$203,118.82	\$115,181.85	\$87,936.97
Cayce	City/Town	0.2572136960%	\$284,983.73	\$86,931.00	\$198,052.73
Charleston	County	3.8016438488%	\$4,212,087.84	\$1,617,904.00	\$2,594,183.84
Charleston	City/Town	2.3004340552%	\$2,548,800.11	\$554,360.67	\$1,994,439.44
Cherokee	County	0.9440700745%	\$1,045,996.48	\$25,000.00	\$1,020,996.48
Chester	County	0.3947965211%	\$437,420.67	\$249,024.23	\$188,396.44
Chester	City/Town	0.1299573133%	\$143,988.15	\$81,972.67	\$62,015.48
Chesterfield	County	0.9443488664%	\$1,046,305.36	\$418,741.52	\$627,563.84
Clarendon	County	0.5705383575%	\$632,136.46	\$100,000.00	\$532,136.46
Clemson	City/Town	0.3311616877%	\$366,915.52	\$0.00	\$366,915.52
Colleton	County	0.8589365535%	\$951,671.53	\$25,000.00	\$926,671.53
Columbia	City/Town	2.3918060702%	\$2,650,037.10	\$719,942.00	\$1,930,095.10
Conway	City/Town	0.2894739402%	\$320,726.96	\$0.00	\$320,726.96
Darlington	County	1.6906462867%	\$1,873,176.70	\$25,000.00	\$1,848,176.70
Dillon	County	0.6608411417%	\$732,188.77	\$0.00	\$732,188.77
Dorchester	County	1.6015765975%	\$1,774,490.60	\$135,000.00	\$1,639,490.60
Easley	City/Town	0.8565835771%	\$949,064.52	\$0.00	\$949,064.52
Edgefield	County	0.3586097074%	\$397,326.97	\$164,000.00	\$233,326.97
Fairfield	County	0.3536421891%	\$391,823.13	\$124,359.61	\$267,463.52
Florence	County	2.2059006272%	\$2,444,060.41	\$804,769.33	\$1,639,291.08
Florence	City/Town	1.0065336904%	\$1,115,203.96	\$607,860.00	\$507,343.96
Forest Acres	City/Town	0.0995929056%	\$110,345.45	\$0.00	\$110,345.45
Fort Mill	City/Town	0.1714974802%	\$190,013.18	\$92,213.43	\$97,799.75
Fountain Inn	City/Town	0.1975697094%	\$218,900.30	\$0.00	\$218,900.30
Gaffney	City/Town	0.2044353782%	\$226,507.23	\$0.00	\$226,507.23
Georgetown	County	1.1895098900%	\$1,317,935.17	\$449,083.00	\$868,852.17
Georgetown	City/Town	0.2626233562%	\$290,977.45	\$25,000.00	\$265,977.45
Goose Creek	City/Town	0.5473575768%	\$606,452.98	\$140,000.00	\$466,452.98
Greenville	County	7.1502328364%	\$7,922,206.80	\$0.00	\$7,922,206.80
Greenville	City/Town	2.2705648395%	\$2,515,706.07	\$525,437.00	\$1,990,269.07
Greenwood	County	1.3388944490%	\$1,483,448.01	\$25,000.00	\$1,458,448.01
Greenwood	City/Town	0.0308220618%	\$34,149.75	\$5,000.00	\$29,149.75
Greer	City/Town	0.5590564672%	\$619,414.93	\$0.00	\$619,414.93
Hampton	County	0.3450376919%	\$382,289.64	\$60,666.71	\$321,622.93
Hanahan	City/Town	0.2279684840%	\$252,581.06	\$0.00	\$252,581.06
Hilton Head Island	City/Town	0.2323878458%	\$257,477.57	\$0.00	\$257,477.57
Horry	County	5.2166718879%	\$5,779,889.19	\$1,492,281.45	\$4,287,607.74
Irmo	City/Town	0.0942740906%	\$104,452.38	\$50,000.00	\$54,452.38
James Island	City/Town	0.0461551887%	\$51,138.33	\$0.00	\$51,138.33
Jasper	County	0.4278548317%	\$474,048.12	\$0.00	\$474,048.12
Kershaw	County	1.0780892823%	\$1,194,485.05	\$703,620.36	\$490,864.69
Kershaw Health	Hospital	0.0000000000%	\$289,669.45	\$63,416.48	\$226,252.97
Lancaster	County	1.4809282603%	\$1,640,816.49	\$187,838.00	\$1,452,978.49
Laurens	County	1.3598442946%	\$1,506,659.69	\$0.00	\$1,506,659.69
Lee	County	0.2176621820%	\$241,162.06	\$0.00	\$241,162.06
Lexington	County	4.4881391605%	\$4,972,700.51	\$382,800.00	\$4,589,900.51
Lexington	City/Town	0.2342104062%	\$259,496.90	\$121,924.45	\$137,572.45
Marion	County	0.6973242307%	\$772,610.76	\$0.00	\$772,610.76
Marlboro	County	0.4878238042%	\$540,491.62	\$0.00	\$540,491.62
Mauldin	City/Town	0.4253253929%	\$471,245.59	\$0.00	\$471,245.59
McCormick	County	0.1281623493%	\$141,999.37	\$40,000.00	\$101,999.37
Moncks Corner	City/Town	0.1965426445%	\$217,762.36	\$16,667.00	\$201,095.36

Mount Pleasant	City/Town	0.5750801889%	\$637,168.64	\$362,741.04	\$274,427.60
MUSC	Hospital	0.0000000000%	\$905,011.89	\$0.00	\$905,011.89
Myrtle Beach	City/Town	1.9068234068%	\$2,112,693.35	\$889,937.18	\$1,222,756.17
Newberry	County	0.5656551710%	\$626,726.07	\$0.00	\$626,726.07
Newberry	City/Town	0.0344864857%	\$38,209.80	\$0.00	\$38,209.80
North Augusta	City/Town	0.5139678525%	\$569,458.33	\$25,000.00	\$544,458.33
North Charleston	City/Town	1.7751090959%	\$1,966,758.50	\$523,050.00	\$1,443,708.50
North Myrtle Beach	City/Town	0.6366313248%	\$705,365.15	\$0.00	\$705,365.15
Oconee	County	2.8099515214%	\$3,113,327.57	\$178,174.00	\$2,935,153.57
Orangeburg	County	1.4543982912%	\$1,611,422.22	\$202,631.62	\$1,408,790.60
Orangeburg	City/Town	0.0468940344%	\$51,956.95	\$0.00	\$51,956.95
Pickens	County	2.8143347165%	\$3,118,183.99	\$897,502.31	\$2,220,681.68
Port Royal	City/Town	0.0206098617%	\$22,835.01	\$0.00	\$22,835.01
Richland	County	3.8816723839%	\$4,300,756.63	\$0.00	\$4,300,756.63
Rock Hill	City/Town	1.3120073555%	\$1,453,658.05	\$683,000.30	\$770,657.75
Saluda	County	0.2604801809%	\$288,602.90	\$45,799.28	\$242,803.62
Simpsonville	City/Town	0.3497064495%	\$387,462.46	\$0.00	\$387,462.46
Spartanburg	County	6.4084293395%	\$7,100,314.57	\$0.00	\$7,100,314.57
Spartanburg	City/Town	1.1890308958%	\$1,317,404.46	\$263,984.00	\$1,053,420.46
Summerville	City/Town	0.6446011912%	\$714,195.47	\$140,351.00	\$573,844.47
Sumter	County	0.9480995733%	\$1,050,461.01	\$25,000.00	\$1,025,461.01
Sumter	City/Town	0.5390642671%	\$597,264.27	\$0.00	\$597,264.27
Tega Cay	City/Town	0.0433365022%	\$48,015.33	\$22,559.27	\$25,456.06
Union	County	0.6499524020%	\$720,124.43	\$0.00	\$720,124.43
West Columbia	City/Town	0.3943858322%	\$436,965.64	\$205,308.02	\$231,657.62
Williamsburg	County	0.4931357629%	\$546,377.09	\$214,532.00	\$331,845.09
York	County	2.5800878865%	\$2,858,646.73	\$991,856.84	\$1,866,789.89
<b>TOTAL</b>			<b>\$111,991,168.27</b>	<b>\$18,742,184.61</b>	<b>\$93,248,983.66</b>

## GPS Application - Jasper County

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**Strategy:** Raise awareness about the dangers of opioid misuse and prevent opioid-related deaths in Jasper County, SC through a hyper-local neighborhood-style media campaign

**Implementation Plan:** Strategy 1: "One Pill Can Kill" Hyper Local Messaging; Strategy 2: Utilizing Families of Local Jasper Residents Who Have Lost Their Children To The Opioid Crisis; Strategy 3: General Targeted Outreach to Various Cohort Groups

**Process/outcome measure:**

- A) Reduction in Opioid Incidents: Success: Achieve a decrease in opioid-related incidents, meeting or exceeding the set target of 20%.
- B) Increased Awareness and Knowledge: Success: Observe a 30% or higher increase in community-wide awareness of the "One Pill Can Kill" message.
- C) Enhanced Community Engagement: Success: Achieve a 25% or higher increase in community participation in workshops, town hall meetings, and support groups.
- D) Effective Media Reach: Success: Reach at least 80% of the Jasper County population through the hyper-local media campaign.

**Budget for strategy:** \$110,000

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**Strategy:** Collaboration with New Life Center On ODMAP: The Jasper County government, in contract with New Life Center, will establish a formal collaboration and memorandum of understanding for New Life Center to document opioid use, overdoses, and deaths on behalf of Jasper County utilizing ODMAP.

**Implementation Plan:** ODMAP Input: The New Life Center will maintain the statistics fed into ODMAP for Jasper

County, incorporating all data points obtained from key stakeholders including: Jasper County Fire-Rescue, Jasper County Coroner's Office, Jasper County Sheriff's Office, Jasper County Detention Center, Ridgeland Police Department, Ridgeland Fire Department, Hardeeville Police Department, Department of Social Services.

**Process/outcome measure:** Analysis and Success Criteria will allow Jasper County to review the OD Map data with stakeholders, to identify trends, emerging issues, or areas needing intensified intervention and to use this information to recommend policy changes and allocate resources or garner resources effectively.

**Budget for strategy:** \$62,000/annually

## Budget

Personnel					
Position	Name	Allocation	% of project	Total Charged to Award	
Strategy 1) Media/Education Campaign	Will solicit in an RFP	\$ 110,000	100%	\$ 110,000	
Strategy 2) ODMAP	New Life Center	\$62,000	100%	\$62,000	
<b>TOTAL:</b>				<b>\$ 172,000</b>	
Supplies					
Item	Purpose	Calculation	Total Charged to Award		
	<b>Total:</b>				



July 29, 2024

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

**Re: Programming Advisory**

Dear Mr. Fulghum:

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we wanted to update you that Comcast has just completed negotiations on a new contract that allows us to restore content from Bally Sports, but requires it be relocated from the B2 (Popular TV) service tier to the D1 (Ultimate TV) service tier effective August 1, 2024. We have also notified customers of this change.

Sincerely,

Shaneak Brown  
Senior Manager, Government Affairs

# Haley Langford

Haley has been with Jasper County since 2019.

She is a Fire Lieutenant for Jasper County Emergency Services.

Lieutenant Langford is married to fellow Firefighter/Paramedic, Dalton Kearnes and together they have one dog, Bugsy, and one cat, Pumpkin.



## Haley's Favorite's:

**Holiday:** Thanksgiving

**Season:** Fall

**Color:** Emerald Green

**Place Traveled:** Cotswold, England

**Hobbies:** DIY projects, boating, and traveling

If Haley won \$1,000,000, she would purchase her first home, travel to Greece, and save the rest.

It is often the small steps, not the giant leaps, that bring about the most lasting change.  
- Queen Elizabeth II



August 1, 2024

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

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

Dear Chairman White,

Reference is made to that certain award letter dated July 16, 2020 issued by the South Carolina Transportation Infrastructure Bank (the "Bank") pursuant to which the Bank agreed, subject to the terms and conditions therein, to provide to the City of Hardeeville, South Carolina (the "City") and Jasper County, South Carolina (the "County" and together with the City, the "Project Sponsors") a grant in the amount of up to \$28,095,903 (the "Grant") and a loan in the amount of up to \$28,095,903 (the "Loan") to construct a new interchange on I-95.

We are informed that the current estimated costs of projects to be funded by the Grant and the Loan (i.e., the Exit #3 Proper Project and the Parkway North Project) are approximately \$45,000,000 more than the current sources of funding available for these projects (the "Funding Gap"). To make the projects viable, the Project Sponsors respectfully request that the Bank:

1. revise the Loan such that it has a 25-year term (as you may recall, the current arrangement is that only \$18,240,000 of the Loan would be drawn, but, with this extended term, the Project Sponsors would plan<sup>1</sup> to draw the full amount of the Loan); and
2. increase the amount of the Grant by \$35,000,000. Please be advised that the Project Sponsors are committed to support the efforts of the property owner, SLF III – Hardeeville, LLC, to secure additional contributions from the State of South Carolina and its agencies to pay the balance of the Funding Gap.

The South Carolina Department of Transportation is requiring that the funding sources of for the projects be resolved by September 1, 2024, so your prompt attention to this matter is greatly appreciated.

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<sup>1</sup> The Jasper County Council is presently entertaining an ordinance to approve this change. The ordinance was given first reading on July 15. The 25-year term was favorably received by the County Council. The remaining readings of the Ordinance are expected to be completed in August.



Mr. John B. White  
Page 2

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

Sincerely,



Andrew P. Fulghum  
County Administrator  
Jasper County



Michael J. Czymbor  
City Manager  
City of Hardeeville



# PROGRAM STATUS REPORT – July 2024

Jasper County Capital Plan  
Jasper County, SC



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

## PROJECT STAKEHOLDERS:

**Jasper County Council**  
L. Martin Sauls, IV, *Chairman*  
Barbara B. Clark, *Vice Chairwoman*  
John Kemp, *Councilman*  
Joey Rowell, *Councilman*  
Wanda Simmons, *Clerk to County Council*

**County Administrator**  
Andrew P. Fulghum, *County Administrator*

**Other County Staff**

## CAPITAL PROGRAM SUMMARY:

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

## CAPITAL PROJECTS UPDATE:

### Ridgeland-Claude Dean Airport Apron Expansion

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

### Farmer’s Produce Market Renovations



## PROGRAM STATUS REPORT – July 2024

Jasper County Capital Plan  
Jasper County, SC



Planning / Budgeting is complete (FY 2023)  
Design is complete  
Preconstruction is complete  
Construction – GMP executed on April 05, 2023; last event in the facility was June 17<sup>th</sup>.  
Construction activities are complete, and the final bill has been issued with savings returning to the County!

### Pratt Memorial Library Renovations

Planning / Budgeting is complete (FY 2023)  
Design is on-going – schematic design phase is complete; design development stage is complete. Preconstruction is on-going – Bids for the Pratt library and temporary library were received on July 31<sup>st</sup> and are currently under review by M. B. Kahn.  
A Local/MWBE subcontractor outreach session was held June 20<sup>th</sup> at 6pm.  
Construction has not begun

### Ridgeland-Claude Dean Airport Terminal\*

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

### Coosawhatchie Fire-Rescue Station

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

### Jasper County Courthouse Renovations

The scope of work for the courthouse renovations has been confirmed with the Clerk of Court and subcontractor bids were received July 31<sup>st</sup>. Subcontractor bids are currently under review by M. B. Kahn.

### Capital Planning – additional projects awaiting work authorizations

#### FY 2023

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

#### FY 2024

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

- Masterplanning Services

**UPCOMING APPROVALS:**

- Architect Contract for Coosawhatchie design
- Work Authorizations for courthouse
- M. B. Kahn extended services contract

**PROJECT PHOTOS:**

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

**Ridgeland-Claude Dean Airport Apron Expansion:**



**Jasper County Farmer's Produce Market:**





## **JASPER COUNTY TRANSPORTATION COMMITTEE**

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

**Meeting Chambers**

**August 12, 2024**

**Time: 3:00 PM**

### **Meeting Agenda**

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF THE MINUTES**

**V. PUBLIC COMMENTS**

**VI. NEW BUSINESS**

**JEFF CROSBY: REPORT ON THE ROAD SYSTEM BEHIND THE OLD HOSPITAL**

**MIKE HEALY: REPORT ON US-17 BETWEEN RIDGELAND AND HARDEEVILLE**

**VII. OLD BUSINESS**

**RUDY SMITH, JCTC CHAIRMAN: REPORT ON THE MEETING HELD WITH ANDREW FULGHUM, COUNTY ADMINISTRATOR**

**VIII. ADJOURN**

# Consent Agenda

Item #'s - 18 thru 23



QUOTATION



Florence, SC 29505  
1808 E. Pamplico Hwy  
(800)662-0151  
(843)662-0151



Conway, SC 29528  
P. O. Box 2070  
(877)667-8481  
(843)347-4664

To: **danny lucas**  
Phone: **843-929-4159**

Date:

Salesman: **Bob Braddock**

ridgeland- claud dean airport

Qty	Equipment and Options	Unit Price	Line Total
1.00	lzs88cdym96rw0 lazer z 96inch		44399
	mower canopy		<b>\$350.00</b>
	135-2892 flasher kit		<b>\$406.00</b>
	135-7076 led light jit		<b>\$379.00</b>
	total		<b>\$45,534.00</b>
	tax		<b>\$3,642.72</b>
	total		49,176.72
	Bob Braddock		sides
	Sales and Parts		
	<b>843-662-0151</b>		
	<a href="mailto:bob@altmantractor.com">bob@altmantractor.com</a>		



# Jasper County Finance Department

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

Kimberly Burgess, CPA  
Director of Administrative Services  
[kburgessr@jaspercountysc.gov](mailto:kburgessr@jaspercountysc.gov)

## Jasper County Council Approval of Axon Enterprises, Inc. Contract Revision for Seventy-Seven (77) Body Cameras and Seventy-Seven Tasers for the Sheriff Department and Authorize County Administrator to Execute the Contract Effective October 1, 2024

<b>Meeting Date:</b>	August 19, 2024
<b>Subject:</b>	Approval of revised Axon Enterprises, Inc. contract providing body cameras and tasers for the Sheriff Department beginning October 1, 2024, for a 64-month term, and authorize the County Administrator to execute the contract.
<b>Recommendation:</b>	The Council approves the revised Axon Enterprises, Inc., contract and authorizes the County Administrator to execute the contract effective October 1, 2024.

**Description:** Jasper County currently has a contract with Axon Enterprises, Inc. for body cameras and tasers. The Sheriff Department would like to revise the current contract to replace current body cameras with new body cameras at no charge, to add an additional twelve cameras for a total price of \$11,003.04 (including sales tax), and to provide training for the new body cameras and tasers for a total price of \$16,500.00. The new bundled contract price is \$1,724,911.93 and provides credits totaling \$49,291.57. The total net price of the new contract is \$1,703,123.40 (including the additional cameras and training programs) payable annually over five years.

The benefits of revising the current contract are as follows:

- 1) Upgrade the sixty-five (65) existing cameras at no charge and purchase an additional twelve (12) cameras at the current contract price and with the same contract term; and
- 2) Upgrade the tasers at a current cost rather than an anticipated higher cost when the current contract would expire; and
- 3) Combines the contract for current and new cameras and tasers providing a single billing for ease of administration of the contract; and
- 4) Renewing the contract now locks in the current pricing until 2029.

The contract price for FY2025 is \$146,824.70 and is included in the budget in account 057-3752 CAPITAL OUTLAY.

**Recommendation:** The Council approves the revised contract effective October 1, 2024, for a 64-month term.

**Attachments:**



**Contract Approvals and Authorization**

**Fiscal Year 2025**

Axon Enterprises, Inc. Quotation for Revisions to Current Contract dated July 25, 2024



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-587900-45498.810RG

Issued: 07/25/2024

Quote Expiration: 10/07/2024

Estimated Contract Start Date: 10/01/2024

Account Number: 189441

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Jasper County Sheriff's Office - SC 12008 N Jacob Smart Blvd Ridgeland, SC 29936-8797 USA	Jasper County Sheriff's Office - SC PO Box 986 Ridgeland SC 29936-2616 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Jeff Crosby Phone: 843)726-7777 Email: jcrosby@jaspercountysc.gov Fax:

**Quote Summary**

Program Length	64 Months
<b>TOTAL COST</b>	<b>\$1,596,014.86</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$1,703,123.40</b>

**Discount Summary**

Average Savings Per Year	\$182,143.34
<b>TOTAL SAVINGS</b>	<b>\$971,431.14</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Dec 2024	\$183,720.88	\$12,395.39	\$196,116.27
Jan 2025	(\$45,640.34)	(\$3,651.23)	(\$49,291.57)
Dec 2025	\$364,483.58	\$24,591.14	\$389,074.72
Dec 2026	\$364,483.58	\$24,591.14	\$389,074.72
Dec 2027	\$364,483.58	\$24,591.14	\$389,074.72
Dec 2028	\$364,483.58	\$24,590.96	\$389,074.54
<b>Total</b>	<b>\$1,596,014.86</b>	<b>\$107,108.54</b>	<b>\$1,703,123.40</b>

Quote Unbundled Price: \$2,567,446.00  
Quote List Price: \$1,791,794.20  
Quote Subtotal: \$1,596,014.86

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$94,337.88)	(\$94,337.88)	(\$7,547.03)	(\$101,884.91)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$48,697.54	\$48,697.54	\$3,895.80	\$52,593.34
M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	77	60	\$519.95	\$352.06	\$349.56	\$1,614,967.20	\$109,944.73	\$1,724,911.93
<b>A la Carte Hardware</b>									
H00001	AB4 Camera Bundle	65			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	10			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	12			\$849.00	\$849.00	\$10,188.00	\$815.04	\$11,003.04
<b>A la Carte Software</b>									
100801	AXON RECORDS - OSP LICENSE	65	4		\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
73638	AXON STANDARDS - LICENSE	10	4		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	65	4		\$22.00	\$0.00	\$0.00	\$0.00	\$0.00
100590	AXON MY90 - LICENSE	10	4		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	65	4		\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	65	4		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
73680	AXON RESPOND PLUS - LICENSE	65	4		\$19.80	\$0.00	\$0.00	\$0.00	\$0.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	65	4		\$20.80	\$0.00	\$0.00	\$0.00	\$0.00
73618	AXON COMMUNITY REQUEST	65	4		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	65	4		\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
73739	AXON PERFORMANCE - LICENSE	65	4		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	65	4		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
20248	AXON TASER - EVIDENCE.COM LICENSE	70	4		\$5.20	\$0.00	\$0.00	\$0.00	\$0.00
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	13	4		\$30.20	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Services</b>									
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	65	4		\$2.70	\$0.00	\$0.00	\$0.00	\$0.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	65	4		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
<b>A la Carte Warranties</b>									
80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	10	4		\$21.70	\$0.00	\$0.00	\$0.00	\$0.00
80496	AXON BODY 3 - EXT WARRANTY - CAMERA	65	4		\$12.20	\$0.00	\$0.00	\$0.00	\$0.00
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	4		\$7.45	\$0.00	\$0.00	\$0.00	\$0.00
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	66	4		\$0.50	\$0.00	\$0.00	\$0.00	\$0.00
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	65	4		\$7.45	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$1,596,014.86</b>	<b>\$107,108.54</b>	<b>\$1,703,123.40</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	01/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	12	1	01/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	65	1	01/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	14	1	01/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	72	1	01/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	14	1	01/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	72	1	01/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	10	1	01/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	10	1	01/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	10	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100126	AXON VR - TACTICAL BAG	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	77	2	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	77	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	1540	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	470	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	77	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	77	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100748	AXON VR - CONTROLLER - TASER 10	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	3	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101294	AXON VR - TABLET	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101300	AXON VR - TABLET CASE	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	77	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	14	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20378	AXON VR - HEADSET - HTC FOCUS 3	4	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	154	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	01/01/2025

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	01/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	620	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	230	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	620	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73309	AXON BODY - TAP REFRESH 1 - CAMERA	79	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	10	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	230	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	610	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	230	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	620	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73310	AXON BODY - TAP REFRESH 2 - CAMERA	79	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	10	1	01/01/2030

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	13	10/01/2024	01/31/2025
A la Carte	100590	AXON MY90 - LICENSE	10	10/01/2024	01/31/2025
A la Carte	100801	AXON RECORDS - OSP LICENSE	65	10/01/2024	01/31/2025
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	70	10/01/2024	01/31/2025
A la Carte	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	65	10/01/2024	01/31/2025
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	65	10/01/2024	01/31/2025
A la Carte	73618	AXON COMMUNITY REQUEST	65	10/01/2024	01/31/2025
A la Carte	73638	AXON STANDARDS - LICENSE	10	10/01/2024	01/31/2025
A la Carte	73680	AXON RESPOND PLUS - LICENSE	65	10/01/2024	01/31/2025
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	65	10/01/2024	01/31/2025
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	65	10/01/2024	01/31/2025
A la Carte	73739	AXON PERFORMANCE - LICENSE	65	10/01/2024	01/31/2025
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	65	10/01/2024	01/31/2025
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	65	10/01/2024	01/31/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100590	AXON MY90 - LICENSE	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100801	AXON RECORDS - OSP LICENSE	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101180	AXON TASER - DATA SCIENCE PROGRAM	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73618	AXON COMMUNITY REQUEST	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73638	AXON STANDARDS - LICENSE	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73680	AXON RESPOND PLUS - LICENSE	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73739	AXON PERFORMANCE - LICENSE	77	02/01/2025	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	77	02/01/2025	01/31/2030

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	77	02/01/2025	01/31/2030

## Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	77
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101422	AXON RESPOND - FUSUS HARDWARE DEPLOYMENT	3
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	77
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	65
A la Carte	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	65
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	66	10/01/2024	01/31/2025
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	65	10/01/2024	01/31/2025
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	10/01/2024	01/31/2025
A la Carte	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	65	10/01/2024	01/31/2025
A la Carte	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	10	10/01/2024	01/31/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100213	AXON VR - EXT WARRANTY - TABLET	4	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	77	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	77	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	14	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	2	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	77	01/01/2026	01/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	10	01/01/2026	01/31/2030

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	12008 N Jacob Smart Blvd	Ridgeland	SC	29936-8797	USA
2	12008 N Jacob Smart Blvd	Ridgeland	SC	29936-8797	USA

## Payment Details

### Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	66	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	10	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	13	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	100590	AXON MY90 - LICENSE	10	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	100801	AXON RECORDS - OSP LICENSE	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	20248	AXON TASER - EVIDENCE.COM LICENSE	70	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73618	AXON COMMUNITY REQUEST	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73638	AXON STANDARDS - LICENSE	10	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73680	AXON RESPOND PLUS - LICENSE	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73739	AXON PERFORMANCE - LICENSE	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	73746	AXON EVIDENCE - ECOM LICENSE - PRO	65	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	65	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$279.78	\$0.00	\$279.78
Year 1	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,342.94	\$0.00	\$1,342.94
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$223.82	\$0.00	\$223.82
Year 1	H00001	AB4 Camera Bundle	12	\$1,140.16	\$91.21	\$1,231.37
Year 1	H00001	AB4 Camera Bundle	65	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 1	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	77	\$180,734.18	\$12,304.18	\$193,038.36
<b>Total</b>				<b>\$183,720.88</b>	<b>\$12,395.39</b>	<b>\$196,116.27</b>



**Jan 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$48,697.54	\$3,895.80	\$52,593.34
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$94,337.88)	(\$7,547.03)	(\$101,884.91)
Invoice Upon Fulfillment	H00002	AB4 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>(\$45,640.34)</b>	<b>(\$3,651.23)</b>	<b>(\$49,291.57)</b>

**Feb 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	77	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Dec 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$555.06	\$0.00	\$555.06
Year 2	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,664.26	\$0.00	\$2,664.26
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$444.04	\$0.00	\$444.04
Year 2	H00001	AB4 Camera Bundle	65	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	12	\$2,261.96	\$180.96	\$2,442.92
Year 2	H00002	AB4 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 2	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	77	\$358,558.26	\$24,410.18	\$382,968.44
<b>Total</b>				<b>\$364,483.58</b>	<b>\$24,591.14</b>	<b>\$389,074.72</b>

**Dec 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$555.06	\$0.00	\$555.06
Year 3	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,664.26	\$0.00	\$2,664.26
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$444.04	\$0.00	\$444.04
Year 3	H00001	AB4 Camera Bundle	65	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	12	\$2,261.96	\$180.96	\$2,442.92
Year 3	H00002	AB4 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 3	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	77	\$358,558.26	\$24,410.18	\$382,968.44
<b>Total</b>				<b>\$364,483.58</b>	<b>\$24,591.14</b>	<b>\$389,074.72</b>

**Dec 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$555.06	\$0.00	\$555.06
Year 4	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,664.26	\$0.00	\$2,664.26
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$444.04	\$0.00	\$444.04
Year 4	H00001	AB4 Camera Bundle	65	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	12	\$2,261.96	\$180.96	\$2,442.92
Year 4	H00002	AB4 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 4	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	77	\$358,558.26	\$24,410.18	\$382,968.44
<b>Total</b>				<b>\$364,483.58</b>	<b>\$24,591.14</b>	<b>\$389,074.72</b>

**Dec 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$555.06	\$0.00	\$555.06
Year 5	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,664.26	\$0.00	\$2,664.26

**Dec 2028**

<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$444.04	\$0.00	\$444.04
Year 5	H00001	AB4 Camera Bundle	12	\$2,261.96	\$180.95	\$2,442.91
Year 5	H00001	AB4 Camera Bundle	65	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 5	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	77	\$358,558.26	\$24,410.01	\$382,968.27
<b>Total</b>				<b>\$364,483.58</b>	<b>\$24,590.96</b>	<b>\$389,074.54</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

7/25/2024





## 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](mailto:afulghum@jaspercountysc.gov)

### MEMORANDUM

TO: The Honorable County Council

FROM: Andrew P. Fulghum, ICMA-CM, County Administrator 

DATE: August 7, 2024

SUBJECT: Agreement for Social Media and Marketing Services

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#### **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.

This item was removed from July 15 County Council consent agenda for discussion.

On July 22, County staff had the opportunity to review the proposal with Councilman Rowell.

#### **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 1<sup>st</sup> 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.