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JASPER COUNTY COUNCIL
SPECIAL CALLED

VIRTUAL MEETING

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

Monday, December 18, 2023
Agenda

9:00AM

1. Call to Order by Chairman Sauls

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

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

2. Pledge to the Flag

3. Invocation

4. Discussion of Consent Agenda and Approval of Agenda:

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

5. None

CONSENT AGENDA

6. Kimberly Burgess – Consideration of the **3rd reading** of Ordinance **#O-2023-19** Amending the Business License Ordinance of the County of Jasper to Update the Class Schedule as required by Act 176 of 2020. (*1st reading 11.06.2023; Public hearing and 2nd reading 12.04.2023*)

7. Kimberly Burgess – Consideration and acceptance of the Legislative Grant Award for the Jasper County BMX Track in the amount of \$750,000, and County Administrator authorization to execute all necessary documents.

8. **Danny Lucas** - Consideration of Grant Offer and Agreement for \$14,353 from the SC Aeronautics Commission for Automated Weather Observing System (AWOS) Installation at the Ridgeland-Claude Dean Airport, and County Administrator authorization to execute all necessary documents.

9. **Kimberly Burgess** - Consideration and acceptance of proposal by Safe Industries/KME for eleven (11) fully equipped class 1 pumpers including applicable sales tax, the purchase of Knox key systems for each pumper, and financing costs not to exceed \$10,000,000 and County Administrator authorization to execute all necessary purchase agreements.

10. **Kimberly Burgess** – Consideration and acceptance of proposal by Company Two Fire for one P-19 Aircraft Rescue and Fire Fighting Vehicle (ARFF) not to exceed \$390,000.00, and County Administrator authorization to execute all necessary documents.

11. Approval of the Minutes of 08.21.2023; 08.30.2023; 09.05.2023; 09.18.2023 and 10.02.2023

END OF CONSENT AGENDA

12. Council Members Comments

13. 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.

14. Adjournment:

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

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

AGENDA

ITEM # 6

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2023-19

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

An ordinance amending the business license ordinance of the county of jasper to update the class schedule as required by act 176 of 2020.

WHEREAS, Jasper County (the “County”) is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the “Standardization Act”), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the “Association”) and adopted by the Director of the Revenue and Fiscal Affairs Office;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-26 on December 6, 2021, in order to comply with the requirements of the Standardization Act (the “Current Business License Ordinance”);

WHEREAS, the Jasper County Council (the “Council”) now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act, and to make other minor amendments as recommended by the Association;

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

SECTION 1. Amendments to Appendix A. Appendix A to the Current Business License Ordinance, the “Business License Rate Schedule,” is hereby amended as follows:

- (a) Class 8.3 is hereby amended by deleting the NAICS Codes and replacing them with NAICS 517111, 517112, 517122 – Telephone Companies.
- (b) Class 8.6 is hereby amended and restated in its entirety to read as follows: **“8.6 NAICS Code Varies – Billiard or Pool Tables.** A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable to the billiard or pool tables. In

addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that.”

- [(c) The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated. Businesses that were previously classified into 9.41 or 9.42 shall be required to apply and pay for a business license in their natural class.

SECTION 2. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended as follows:

- (a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” are hereby amended and restated as set forth on the attached Exhibit A.
- (b) Class 9 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” shall remain in full force and effect as set forth in the Current Business License Ordinance.
- [(c) The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated. Businesses that were previously classified into 9.41 or 9.42 shall be required to apply and pay for a business license in their natural class.

SECTION 3. Repeal, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2024.

SECTION 4. This Ordinance shall take effect upon approval by Council.

L. Martin Sauls, IV

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: O-2023-19
First Reading: 11.06.2023
Second Reading: 12.04.2023
Public Hearing: 12.04.2023
Adopted: 12.18.2023

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the
Current Business License Ordinance**

APPENDIX B

Classes 1 – 8: Business License Class Schedule by NAICS Codes

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	2
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	1
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	7
54	Professional, scientific, and technical services	5
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	4
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	4
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Non-payout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.

JASPER COUNTY 2024 BUSINESS LICENSE ORDINANCE

Section 8-31. License Required. Every person engaged or intending to engage in any business, calling, occupation, profession, or activity with the object of gain, benefit, or advantage, in whole or in part within the unincorporated areas of Jasper County, South Carolina (hereinafter “County”) is required to pay an annual license tax for the privilege of doing business and obtain a business license as herein provided.

Section 8-32. Definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meaning ascribed herein. Defined terms are not capitalized when used in this ordinance unless the context otherwise requires.

“*Business*” means any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, either directly or indirectly.

“*Charitable Organization*” means an organization that is determined by the Internal Revenue Service to be exempt from Federal income taxes under 26 U.S.C. Section 501(c)(3), (4), (6), (7), (8), (10) or (19).

“*Charitable Purpose*” means a benevolent, philanthropic, patriotic, or eleemosynary purpose that does not result in personal gain to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization.

“*Classification*” means that division of businesses by NAICS codes subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by the Council.

“*Council*” means the County Council of Jasper County.

“*County*” means Jasper County, South Carolina.

“*Domicile*” means a principal place from which the trade or business of a licensee is conducted, directed, or managed. For purposes of this ordinance, a licensee may be deemed to have more than one domicile.

“*Gross Income*” means the gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected from business done within the unincorporated area of the County. If the licensee has a domicile within the County, business done within the County shall include all gross receipts or revenue received or accrued by such licensee. If the licensee does not have a domicile within the County, business done within the County shall include only gross receipts or revenue received or accrued within the unincorporated area of the County. In all cases, if the licensee pays a business license tax to another county or municipality, then the licensee’s gross income for the purpose of computing the tax within the unincorporated area of the County must be reduced by the amount of revenues or receipts taxed in the other county or municipality and fully reported to the County. Gross income for business license tax purposes shall not include taxes collected for a governmental entity, escrow funds, or funds that are the property of a third party. The value of bartered goods or trade-in merchandise shall be included in gross income. The gross receipts or gross revenues

for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agencies. In calculating gross income for certain businesses, the following rules shall apply:

- A. Gross income for agents shall be calculated on gross commissions received or retained, unless otherwise specified. If commissions are divided with other brokers or agents, then only the amount retained by the broker or agent is considered gross income.
- B. Except as specifically required by S.C. Code § 38-7-20, gross income for insurance companies shall be calculated on gross premiums written.
- C. Gross income for manufacturers of goods or materials with a location in the County shall be calculated on the lesser of (i) gross revenues or receipts received or accrued from business done at the location, (ii) the amount of income allocated and apportioned to that location by the business for purposes of the business's state income tax return, or (iii) the amount of expenses attributable to the location as a cost center of the business. Licensees reporting gross income under this provision shall have the burden to establish the amount and method of calculation by satisfactory records and proof. Manufacturers include those taxpayers reporting a manufacturing principal business activity code on their federal income tax returns.

"License Official" means a person designated to administer this ordinance. Notwithstanding the designation of a primary license official, the County may designate one or more alternate license officials to administer particular types of business licenses.

"Licensee" means the business, the person applying for the license on behalf of the business, an agent or legal representative of the business, a person who receives any part of the net profit of the business, or a person who owns or exercises control of the business.

"NAICS" means the North American Industry Classification System for the United States published under the auspices of the Federal Office of Management and Budget.

"Person" means any individual, firm, partnership, limited liability partnership, limited liability company, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principal.

Section 8-33. Purpose and Duration. The business license required by this ordinance is for the purpose of providing such regulation as may be required for the business subject thereto and for the purpose of raising revenue for the general fund through a privilege tax. The license year ending on April 30, 2022, shall commence on August 1, 2021, and shall run for a nine (9) month period. Thereafter, the license periods shall be established as follows. Except as set forth below for business licenses issued to contractors with respect to specific construction projects, each yearly license shall be issued for the twelve-month period of May 1 to April 30. A business license

issued for a construction contract may, at the request of the licensee, be stated to expire at the completion of the construction project; *provided*, any such business license may require that the licensee file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount. The provisions of this ordinance and the rates herein shall remain in effect from year to year as amended by the Council.

Section 8-34. Business License Tax, Refund.

- A. The required business license tax shall be paid for each business subject hereto according to the applicable rate classification on or before the due date of the 30th day of April in each year, except for those businesses in Rate Class 8 for which a different due date is specified. Late payments shall be subject to penalties as set forth in Section 12 hereof, except that admitted insurance companies may pay before June 1 without penalty.
- B. A separate license shall be required for each place of business and for each classification or business conducted at one place. If gross income cannot be separated for classifications at one location, the business license tax shall be computed on the combined gross income for the classification requiring the highest rate. The business license tax must be computed based on the licensee's gross income for the calendar year preceding the due date, for the licensee's twelve-month fiscal year preceding the due date, or on a twelve-month projected income based on the monthly average for a business in operation for less than one year. The business license tax for a new business must be computed on the estimated probable gross income for the balance of the license year. A business license related to construction contract projects may be issued on a per-project basis, at the option of the taxpayer. No refund shall be made for a business that is discontinued.
- C. A licensee that submits a payment greater than the amount owed may request a refund. To be considered, a refund request must be submitted in writing to the County before the June 1st immediately following the April 30th on which the payment was due and must be supported by adequate documentation supporting the refund request. The County shall approve or deny the refund request, and if approved shall issue the refund to the business, within thirty days after receipt of the request.

Section 8-35. Registration Required.

- A. The owner, agent, or legal representative of every business subject to this ordinance, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year; *provided*, a new business shall be required to have a business license prior to operation within the

unincorporated area of the County. A license for a bar (NAICS 722410) must be issued in the name of the individual who has been issued the corresponding state alcohol, beer, or wine permit or license and will have actual control and management of the business.

- B. Application shall be on the then-current standard business license application as established and provided by the Director of the South Carolina Revenue and Fiscal Affairs Office and shall be accompanied by all information about the applicant, the licensee, and the business deemed appropriate to carry out the purpose of this ordinance by the license official. Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross receipts and gross revenue figures.
- C. The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported (or estimated for a new business) without any unauthorized deductions, and that all assessments, personal property taxes on business property, and other monies due and payable to the County have been paid.
- D. The County shall allow application, reporting, calculation, and payment of business license taxes through the business license tax portal hosted and managed by the South Carolina Revenue and Fiscal Affairs Office, subject to the availability and capability thereof. Any limitations in portal availability or capability do not relieve the applicant or licensee from existing business license or business license tax obligations.

Section 8-36. Deductions, Exemptions, and Charitable Organizations.

- A. No deductions from gross income shall be made except income earned outside of the County on which a license tax is paid by the business to some other county or municipality and fully reported to the County, taxes collected for a governmental entity, or income which cannot be included for computation of the tax pursuant to state or federal law. Properly apportioned income from business in interstate commerce shall be included in the calculation of gross income and is not exempted. The applicant shall have the burden to establish the right to exempt income by satisfactory records and proof.
- B. No person shall be exempt from the requirements of the ordinance by reason of the lack of an established place of business within the County, unless exempted by state or federal law. The license official shall determine the appropriate classification for each business in accordance with the latest issue of NAICS. No person shall be exempt from this ordinance by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of liability for payment of any other tax or fee by reason of application of this ordinance.
- C. Wholesalers are exempt from business license taxes unless they maintain warehouses or distribution establishments within the County. A wholesale transaction involves a sale to

an individual who will resell the goods and includes delivery of the goods to the reseller. It does not include a sale of goods to a user or consumer.

- D. A charitable organization shall be exempt from the business license tax on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A charitable organization, or any affiliate of a charitable organization, that reports income from for-profit activities or unrelated business income for federal income tax purposes to the Internal Revenue Service shall be deemed a business subject to a business license tax on the part of its gross income from such for-profit activities or unrelated business income.
- E. A charitable organization shall be deemed a business subject to a business license tax on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a charitable organization as defined in this ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a charitable purpose as defined in this ordinance. Excess benefits or compensation in any form beyond fair market value to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

Section 8-37. False Application Unlawful. It shall be unlawful for any person subject to the provisions of this ordinance to make a false application for a business license or to give or file, or direct the giving or filing of, any false information with respect to the license or tax required by this ordinance.

Section 8.38. Display and Transfer.

- A. All persons shall display the license issued to them on the original form provided by the license official in a conspicuous place in the business establishment at the address shown on the license. A transient or non-resident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the County.
- B. A change of address must be reported to the license official within ten (10) days after removal of the business to a new location and the license will be valid at the new address upon written notification by the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

Section 8-39. Administration of Ordinance. The license official shall administer the provisions of this ordinance, collect business license taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or suspension and revocation procedures, report violations to the county attorney, assist in prosecution of violators, produce forms, undertake reasonable procedures relating to the administration of this ordinance, and perform such other duties as may be duly assigned. Nothing herein shall be deemed to prohibit the County from entering into such contractual arrangements, as may be allowed by law, with outside entities for any or all of the administrative functions of the license official, who, in such instances, will supervise the activities of the contracting entity(ies).

Section 8-40. Inspection and Audits.

- A. For the purpose of enforcing the provisions of this ordinance, the license official or other authorized agent of the County is empowered to enter upon the premises of any person subject to this ordinance to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct business license tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of business license tax shall constitute a separate offense.
- B. The license official shall have the authority to make inspections and conduct audits of businesses to ensure compliance with the ordinance. Financial information obtained by inspections and audits shall not be deemed public records, and the license official shall not release the amount of business license taxes paid or the reported gross income of any person by name without written permission of the licensee, except as authorized by this ordinance, state or federal law, or proper judicial order. Statistics compiled by classifications are public records.

Section 8-41. Assessments, Payment under Protest, Appeal.

- A. Assessments, payments under protest, and appeals of assessment shall be allowed and conducted by the County pursuant to the provisions of S.C. Code § 6-1-410, as amended. In preparing an assessment, the license official may examine such records of the business or any other available records as may be appropriate and conduct such investigations and statistical surveys as the license official may deem appropriate to assess a business license tax and penalties as provided herein.

- B. The license official shall establish a uniform local procedure consistent with S.C. Code § 6-1-410 for hearing an application for adjustment of assessment and issuing a notice of final assessment.

Section 8-42. Delinquent License Taxes, Partial Payment.

- A. For non-payment of all or any part of the correct business license tax, the license official shall impose and collect a late penalty of five (5%) percent of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived. If any business license tax remains unpaid for sixty (60) days after its due date, the license official shall report it to the county attorney for appropriate legal action.
- B. Partial payment may be accepted by the license official to toll imposition of penalties on the portion paid; *provided*, however, no business license shall be issued or renewed until the full amount of the tax due, with penalties, has been paid.

Section 8-43. Notices. The license official may, but shall not be required to, mail written notices that business license taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the County three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

Section 8-44. Denial of License. The license official may deny a license to an applicant when the license official determines:

- A. The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;
- B. The activity for which a license is sought is unlawful or constitutes a public nuisance *per se* or *per accident*;
- C. The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- D. The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the County or in another jurisdiction;
- E. The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the County of any tax or fee;
- F. A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any

person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or

- G. The license for the business or for a similar business of the licensee in the County or another jurisdiction has been denied, suspended, or revoked in the previous license year.

A decision of the license official shall be subject to appeal as herein provided. Denial shall be written with reasons stated.

Section 8.45. Suspension or Revocation of License. When the license official determines:

- A. A license has been mistakenly or improperly issued or issued contrary to law;
- B. A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this ordinance;
- C. A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- D. A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- E. A licensee has engaged in an unlawful activity or nuisance related to the business; or
- F. A licensee is delinquent in the payment to the County of any tax or fee.

\The license official may give written notice to the licensee or the person in control of the business within the County by personal service or mail that the license is suspended pending a single hearing before Council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this ordinance.

Section 8-46. Appeals to Council or its Designee.

- A. Except with respect to appeals of assessments under Section 11 hereof, which are governed by S.C. Code § 6-1-410, any person aggrieved by a determination, denial, or suspension and proposed revocation of a business license by the license official may appeal the decision to the Council or its designee by written request stating the reasons for appeal, filed with the license official within ten (10) days after service by mail or personal service of the notice of determination, denial, or suspension and proposed revocation.

- B. A hearing on an appeal from a license denial or other determination of the license official and a hearing on a suspension and proposed revocation shall be held by the Council or its designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council, or its designee shall govern the hearing. Following the hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the County.
- C. Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.

Section 8-47. Consent, franchise, or license required for use of streets.

- A. It shall be unlawful for any person to construct, install, maintain, or operate in, on, above, or under any street or public place under control of the County any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or other purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees, and conditions for use.
- B. The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

Section 8-48. Confidentiality. Except in accordance with proper judicial order or as otherwise provided by law, no official or employee of the County may divulge or make known in any manner the amount of income, or any financial particulars set forth or disclosed in any report or return required under this ordinance. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or

returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of this ordinance.

Section 8-49. Violations. Any person violating any provision of this ordinance shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this ordinance.

Section 8-50. Severability. A determination that any portion of this ordinance is invalid or unenforceable shall not affect the remaining portions. To the extent of any conflict between the provisions of this ordinance and the provisions of the South Carolina Business License Tax Standardization Act, as codified at S.C. Code §§ 6-1-400 *et seq.*, the standardization act shall control.

Section 8-51. Classification and Rates.

- A. The business license tax for each class of businesses subject to this ordinance shall be computed in accordance with the current business license rate schedule, designated as Appendix A to this ordinance, which may be amended from time to time by the Council.
- B. The current business license class schedule is attached hereto as Appendix B. Hereafter, no later than December 31 of each odd year, the County shall adopt, by ordinance, the latest standardized business license class schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the South Carolina Revenue and Fiscal Affairs Office. Upon adoption by the County, the revised business license class schedule shall then be appended to this ordinance as a replacement Appendix B.
- C. The classifications included in each rate class are listed with NAICS codes, by sector, sub-sector, group, or industry. The business license class schedule (Appendix B) is a tool for classification and not a limitation on businesses subject to a business license tax. The classification in the most recent version of the business license class schedule adopted by the Council that most specifically identifies the subject business shall be applied to the business. The license official shall have the authority to make the determination of the classification most specifically applicable to a subject business.
- D. A copy of the class schedule and rate schedule shall be filed in the office of the County Clerk to Council.

APPENDIX A: BUSINESS LICENSE RATE SCHEDULE

RATE CLASS	INCOME: \$0 - \$2,000	INCOME OVER \$2,000
	BASE RATE	RATE PER \$1,000 OR FRACTION THEREOF
1	\$20.00	\$0.50
2	\$25.00	\$0.60
3	\$30.00	\$0.70
4	\$35.00	\$0.80
5	\$40.00	\$0.90
6	\$45.00	\$1.00
7	\$50.00	\$1.10
8.1	\$50.00	\$0.60
8.2	Set by state statute	
8.3	MASC Telecommunications	
8.4	MASC Insurance	
8.51	\$12.50 + \$12.50 per machine	
8.52	\$12.50 + \$180.00 per machine	
8.6	\$50.00	\$0.55
	plus \$5.00 -OR- \$12.50 per table based on size pursuant to § 12-21-2746	
9.30	\$50.00	\$0.75
9.41	\$100.00	\$2.00
9.70	\$200.00	\$2.00
9.91	\$500.00	\$2.00

NON-RESIDENT RATES

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the County.

DECLINING RATES

Declining Rates apply in all Classes for gross income in excess of \$1,000,000, unless otherwise specifically provided for in this ordinance.

<u>Gross Income in \$ Millions of \$1,000</u>	<u>Percent of Class Rate for each additional</u>
0 - 7	100%
7 - 10	50% for this increment
10 – 20	35% for this increment
20 – 50	15% for this increment
OVER 50	10% for this increment

CLASS 8 and CLASS 9 RATES

Each NAICS number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, and other factors that are deemed sufficient to require individually determined rates. In accordance with state law, the County also may provide for reasonable subclassifications for rates, described by an NAICS sector, subsector, or industry, that are based on particularized considerations as needed for economic stimulus or for the enhanced or disproportionate demands on county services or infrastructure.

Non-resident rates do not apply except where indicated.

8.1 NAICS 230000 – Contractors, Construction, All Types [Non-resident rates apply].

Resident rates, for contractors having a permanent place of business within the County:

Minimum on first \$2,000	\$ 50.00 PLUS
Each additional 1,000.....	\$ 0.60

Non-resident rates apply to contractors that do not have a permanent place of business within the County. A trailer at the construction site or structure in which the contractor temporarily resides is not a permanent place of business under this ordinance.

No contractor shall be issued a business license until all state and county qualification examination and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.

Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job. No deductions shall be made by a general or prime contractor for value of work performed by a sub-contractor.

No contractor shall be issued a business license until all performance and indemnity bonds required by the Building Code have been filed and approved. Zoning permits must be obtained when required by the Zoning Ordinance.

Each prime contractor shall file with the License Official a list of subcontractors furnishing labor or materials for each project.

For licenses issued on a per-job basis, the total tax for the full amount of the contract shall be paid prior to commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base tax shall be paid in a license year. Licensees holding a per-job license shall file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for

which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount.

8.2 NAICS 482 – Railroad Companies (See S.C. Code § 12-23-210).

8.3 NAICS 517111, 517112, 517222 – Telephone Companies. With respect to “retail telecommunications services” as defined in S. C. Code 58-9-2200, the County participates in a collections program administered by the Municipal Association of South Carolina. The County has approved participation in the collections program by separate ordinance (the “Telecommunications Collections Ordinance”.) The rates, terms, conditions, dates penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

8.4 NAICS 5241 – Insurance Companies. Independent agents, brokers, and their employees are subject to a business license tax based on their natural class. With respect to insurers subject to license fees and taxes under Chapter 7 of Title 38 and to brokers under Chapter 45 of Title 38, the County participates in a collections program administered by the Municipal Association of South Carolina. The County has approved participation in the collections program by separate ordinance (the “Insurers and Brokers Collections Ordinance”.) The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to insurers and brokers are set forth in the Insurers and Brokers Collections Ordinance.

8.51 NAICS 713120 – Amusement Machines, coin operated (except gambling). Music machines, juke boxes, kiddie rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(1) and (A)(2) **[Type I and Type II]**.

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2746:

Per Machine	\$12.50 PLUS
Business license	\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.51.

8.52 NAICS 713290 – Amusement Machines, coin operated, non-payout. Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) **[Type III]**.

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2720(C):

Per Machine	\$180.00 PLUS
Business license	\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.52.

8.6 NAICS 713990 – Billiard or Tables . A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that.”

9.3 NAICS 4411, 4412 – Automotive, Motor Vehicles, Boats, Farm Machinery or Retail.

(except auto supply stores - see 4413)

Minimum on first \$2,000 \$50.00 PLUS
 Per \$1,000, or fraction, over \$2,000..... \$0.75

One sales lot not more than 400 feet from the main showroom may be operated under this license provided that proceeds from sales at the lot are included in gross receipts at the main office when both are operated under the same name and ownership.

Gross receipts for this classification shall include value of trade-ins. Dealer transfers or internal repairs on resale items shall not be included in gross income.

9.7 NAICS 722410 – Drinking Places, bars, lounges, cabarets (Alcoholic beverages consumed on premises).

Minimum on first \$2,000 \$200.00 PLUS
 Per \$1,000, or fraction, over \$2,000..... \$2.00

A license must be issued in the name of the individual who has been issued a State alcohol, beer or wine permit or license and will have actual control and management of the business.

9.91 NAICS 7115 – Adult Exotic Dancers, other Sexually Oriented Businesses.

Minimum on first \$2,000 \$500.00 PLUS
 Per \$1,000, or fraction, over \$2,000..... \$2.00

APPENDIX B

Classes 1 – 8: Business License Class Schedule by NAICS Codes

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting, and fishing	1
21	Mining	2
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	1
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	7
54	Professional, scientific, and technical services	5
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	4
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	4

Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Non-payout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6
Class 9	Subclasses	
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
722410	Drinking Places (Alcoholic Beverages)	9.70
7115	Adult Exotic Dancers, other Sexually Oriented Businesses	9.91

2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.

AGENDA

ITEM # 7



Jasper County Finance Department

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

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

Jasper County Council Grant Presentation for \$750,000 Legislative Grant Award for BMX Track

Meeting Date:	December 18, 2023
Subject:	Consideration and acceptance of the legislative grant award for a BMX track in the amount of \$750,000.
Recommendation:	The council accepts the \$750,000 legislative grant award for the purchase of land for later construction of a BMX track in Jasper County and authorizes the County Administrator to execute all documents related to the grant award.

Description: The South Carolina Department of Parks, Recreation & Tourism has awarded Jasper County a \$750,000 Legislative/Earmarked grant for the purchase of land for later construction of a BMX track in Jasper County. The grant period is December 4, 2023, through June 30, 2024.

Recommendation: Staff recommends that the County Council accept the legislative grant award from the South Carolina Department of Parks, Recreation and Tourism in the amount of \$750,000 for the purchase of land for later construction of a BMX track in Jasper County and authorize the County Administrator to execute all documents related to the grant award.

Attachments:
South Carolina Dept. of Parks, Recreation & Tourism Legislative Award Agreement

South Carolina Department of Parks, Recreation & Tourism
LEGISLATIVE/EARMARKED AWARD AGREEMENT

Grantee: Jasper County
Project Name: Jasper County BMX Track
Grant Period: December 4, 2023 – June 30, 2024
Grant Award: \$750,000.00

South Carolina Department of Parks, Recreation and Tourism (SCPRT) does commit and grant to the Grantee, the sum in dollars set forth in the terms and conditions below for the project identified in Section 2 below. The acceptance of the Agreement and the Application for Grant, which is incorporated herein by reference, creates a contract between SCPRT and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices and any other documents or conditions attached herein and incorporated herein by reference.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the Grant Program application forms submitted by the Grantee to SCPRT.
- (c) SCPRT means the South Carolina Department of Parks, Recreation & Tourism.
- (d) Grant means the dollars committed by SCPRT to the Grantee for the project.
- (e) Grantee means the unit of government or organization designated for the Grant and set forth above.
- (f) Project means the project identified and described in the Application.
- (g) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: Purchase of land for later construction of BMX track.

Section 3: AMENDMENTS: Any changes in the scope of work of the grant must be submitted in writing by the Grantee to SCPRT, and such request must clearly identify the need for the change or relief. Any adjustment granted by SCPRT shall be appended to this Agreement as an amendment.

Section 4: PERFORMANCE: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the activities as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, SCPRT shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed as determined by the review of the final close report as provided for in Section 6 below.

Section 5: FUNDING OVERRUNS/UNDERRUNS: The Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of SCPRT or the State to provide funds for the cost overruns.

Section 6: REPORTING: The Grantee must submit to SCPRT an accounting of the expenditures of Grant funds by June 30th of each fiscal year until the project is complete. The Grantee must submit a final report within 90 days of completion of the project. The report must include a final accounting of all funds expended compared to the budget submitted with the application or amended grant; including a statement demonstrating success of the goal/goals to include the measures used to evaluate the success of the project as stated on the application. The Grantee agrees that it will reimburse SCPRT for unauthorized and unwarranted expenditures disclosed in the review. Upon request of SCPRT, the Grantee shall make available, and cause any non-profit involved to make available, for audit and inspection by SCPRT and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. All organizations classified as a not-for-profit/non-profit should submit a quarterly update on project status, including completed work and expenses, regardless of any progress changes.

Section 7: DISCRIMINATION: The Grantee shall not impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 8: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed Local, State or Federal Official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Section 9: INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS: No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof,

for work to be performed in connection with the Project or this Agreement. The Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest.

Section 10: MAINTENANCE OF RECORDS: The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by SCPRT of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 11: GRANT PERIOD: The Grantee must complete all activities associated with the Project within thirty-six (36) months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to SCPRT of Grant funds expended (see Section 6) and issuance by SCPRT of a notification in writing of the closure of the Grant. SCPRT may grant extensions to this completion period requirement at its discretion.

Section 12: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, SCPRT may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 13: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

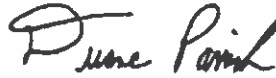
Section 14: TERMS AND CONDITIONS: SCPRT reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing SCPRT and any other agency of the State.

Section 15: LIABILITY AND INDEMNIFICATION: The Grantee understands and warrants that it will defend SCPRT against any liability arising from the Project, the Grant Application or this Agreement and that SCPRT accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Project, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended, for the purpose of indemnifying SCPRT and the State up to the limits set forth in that Act from any and all claims or liabilities arising out of the Project, the Grant, or this Agreement.

Section 16: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 17: WAIVER OF CONFIDENTIALITY: Consistent with Executive Order No. 2022-19 which became effective July 1, 2022 ([Executive Order](#)), all information submitted to SCPRT relative to earmarked appropriations in the annual Appropriations Act shall be published on SCPRT.com and available for public review and inspection. By submitting the required documentation and signing the "Legislative/Earmarked Award Agreement" you hereby knowingly waive any right to confidentiality or non-disclosure in any and all materials related thereto.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which has been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen (15) days from the Date.



12/4/2023
Date of Award

Duane N. Parrish
Director
SC Department of Parks, Recreation & Tourism

ACCEPTANCE FOR THE GRANTEE

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date

Print Name of Authorized Official

Title

WITNESS:

Signature of Witness

Date

Print Name of Witness

AGENDA

ITEM # 8



2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.scaeronautics.com

Henry D. McMaster
GOVERNOR

Gary W. Siegfried
EXECUTIVE DIRECTOR
Aeronautics Commission

Delphin A. Gantt, Jr.
CHAIRMAN

Anne Esposito
DISTRICT 1

Vacant
DISTRICT 2

Skeets Cooper
DISTRICT 3

Lara Kaufmann
DISTRICT 4

Charles "Doug" Barnes
DISTRICT 5

Marco Cavazzoni
DISTRICT 6

Christopher Bethea
DISTRICT 7

November 21, 2023

Mr Andrew Fulghum, County Administrator
County of Jasper
Ridgeland – Claude Dean Airport (3J1)
PO Box 1149
358 Third Avenue
Ridgeland, South Carolina 29936

Re: South Carolina Aeronautics Commission
SCAC Grant No: 23-061
Project Description: AWOS Installation (Construction)

Dear Mr Fulghum,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your grant application and awarded up to \$14,353 to the Jasper County for the AWOS Installation (Construction) project at the Ridgeland – Claude Dean Airport (3J1).

This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

Please execute the enclosed grant agreement and return one original to SCAC at your earliest convenience.

This project qualifies for Federal, State, and Local government funds. Project costs and funding are as follows:

Federal Funds	\$ 258,363
State Funds	\$ 14,353
<u>Local Government</u>	<u>\$ 14,354</u>
Total Project Cost	\$ 287,070

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to contact me or my Staff.

Sincerely,

Gary W. Siegfried, PE
Executive Director

Enclosures: Grant

GRANT AGREEMENT

PART I - OFFER

Date of Offer: November 21, 2023

Project / Grant No.: 23-061

TO: County of Jasper
(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC").

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated November 1, 2023 for the grant of State Funds for a project for development of the Ridgeland – Claude Dean Airport (3J1) together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport ("herein called the "Project") consisting of the following described improvements and/or tasks:

AWOS Installation (Construction)

All as more particularly described in the Airport Layout Plan and/or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

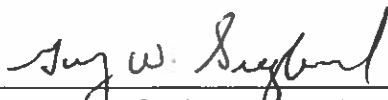
<u>Funding Source</u>	<u>Amount</u>
State	\$ 14,353
Sponsor	\$ 14,354
Federal	\$ 258,363
Other	\$ 000,000

for a total cost of \$287,070 subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed **\$14,353** which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.
2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION



Gary W. Siegfried, Executive Director
South Carolina Aeronautics Commission

11/21/2023
Date

ACCEPTANCE OF GRANT

Signature of Sponsor
Legal Authority to Execute this Grant

Date

Printed Name and Title of Authorized Official

PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.
2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.
3. Sponsor shall:
 - a. begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
 - b. carryout and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. carryout and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
 - d. submit all planning and construction documents to SCAC for review and approval; and
 - e. notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
 - new, upgraded, deactivated, or repurposed airfield pavement and lighting;
 - land acquisition or releases, including easements;
 - major obstruction clearing;
 - new, upgraded, or downgraded instrument procedures; and
 - new, revised, or expanded airport-related zoning ordinances.
4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
 - FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
 - Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.

10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:
 - FAR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
 - Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
 - Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and

- FAR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- the height of objects around airports,
- communication, visibility, and bird strike hazards,
- incompatible land uses in the Runway Protection Zone (RPZ); and
- if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinance readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
 - Paper of at least 24 inch by 36-inch size sheet(s);
 - Portable Document Format (PDF) electronic file(s).
 - GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and/or electronic files as is necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to

materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.
19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 202_

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for _____ do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 202_

Signature By _____

Title _____

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

STATE OF SOUTH CAROLINA

COUNTY OF _____

Personally, appeared before me _____

being first duly sworn says that he is a member of the firm of _____ and further says that his firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees, on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with.

(Legal Signature)

SWORN to me before this _____ day of _____, 2023

Signature By _____

Notary Public for _____

AGENDA

ITEM # 9



Jasper County Finance Department

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

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

Jasper County Council Proposal Presentation for Eleven (11) Fully Equipped Class 1 Pumpers

Meeting Date:	December 18, 2023
Subject:	Consideration and acceptance of Safe Industries/KME proposal for the purchase of eleven (11) fully equipped class 1 pumpers.
Recommendation:	Council accepts the proposal from Safe Industries/KME for the purchase of eleven (11) fully equipped class 1 pumpers in the amount of \$9,593,793 plus applicable tax of \$750 per vehicle (\$8,250) and approve the purchase of (a Knox key system for each vehicle (\$20,000) and financing costs, if applicable. The purchase of the pumpers, additional equipment and initial financing costs shall not exceed \$10,000,000. Additionally, the Council shall authorize the County Administrator to sign all documents necessary to complete the purchase.

Description: Jasper County advertised for proposals for Eleven (11) fully equipped class 1 pumpers. The proposals were due at Noon on October 20, 2023. Five proposals were received. A committee consisting of four members of the Jasper County Fire Rescue Department reviewed the proposals and determined that Safe Industries/KME had the highest score. Safe Industries/KME provided several lease/purchase financing options; however, staff has requested the County's investment advisor provide other potential financing options so that Staff can review and recommend a financing option to the Council at the first Council meeting in January which will meet the escrow disbursement dates for the purchase of equipment and the assembly of the pumpers with delivery dates anticipated to begin in February 2025 through February 2026 and annual lease or debt payments between \$582,000 to \$1,250,000 depending upon the details and structure of the financing option recommended.

Recommendation: Staff recommends that the County Council accept the proposal from Safe Industries/KME in the amount of \$9,593,793 plus applicable sales tax of \$8,250 and approve the purchase of a Knox key system for each pumper and authorize the County Administrator to negotiate and enter into all necessary purchase agreements.

Attachments:

- Executive Summary
- Scoring Evaluation Summary
- Scoring Evaluation for Safe Industries/KME
- Scoring Evaluation for Peach State/Spartan Fire
- Scoring Evaluation for 911 Fleet & Fire/HME
- Scoring Evaluation for Phoenix Fire/Rosenbauer

Scoring Evaluation for Spartan Fire/Pierce
Request for Proposal Advertisements (2)
Request for Proposal

Executive Summary for 11 Class 1 Pumper Bids

On October 23rd, 2023, Jasper County held a bid opening of five sealed bids for 11 fully equipped class 1 pumpers to replace 11 current apparatus. The Jasper County Fire-Rescue Apparatus Committee has graded all five submissions and recommends the lowest bidder of Safe Industries/KME for \$9,593,793.00.

The most common motor in the fire apparatus industry, the Cummings L9 motor, is being phased out by the manufacturer due to upcoming emissions requirement changes. If we do not purchase before the L9 motor is no longer available, the manufacturers will see a cost increase between \$50,000 and \$100,000 per apparatus to be passed on to the purchaser. Over the last year, fire apparatus manufacturers have seen price increases of around \$100,000 per apparatus.

Jasper County owns a non-standardized fleet of 19 class 1 pumpers. Our current fleet of class 1 pumpers averages 27 years old. The oldest was built in 1986 and is currently 37 years old. The National Fire Protection Association (NFPA) standard states that front-line pumpers are less than ten years old, and reserve pumpers are retired at 20 years old. Replacing 11 of our 19 class 1 pumpers would reduce the average age from 27 to a more reasonable 6-year-old. However, it is nearly three years before the new pumpers enter service. The average age would be nine. Due to the age of most of our pumpers, it is hard to find replacement parts. Some items on our pumpers are out of service because replacement parts cannot be found.

Below are listed all five vendors in order by price. Scoring was conducted by looking at 637 items from our requested specifications.

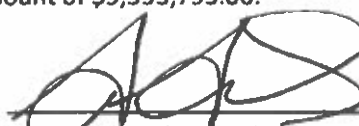
Scoring: 0-Did Not Meet, 1-Somewhat Met, 2-Met Specifications, 3-Exceeded Our Specifications

Vendor	Safe Industries/KME	Peach State/ Spartan Fire	911 Fleet & Fire Equipment/HME	Phoenix Fire/ Rosenbauer	Spartan Fire/Pierce
Price per Pumper	\$872,162.25	\$961,463.63	\$983,607.00	\$1,005,679.82	\$1,081,247.00
Total for 11 Pumpers	\$9,593,793.00	\$10,576,099.98	\$10,819,677.00	\$11,062,478.87	\$11,893,717.00
Average Score	2.08	2.05	1.95	1.79	1.63


Safe Industries/KME is a major fire apparatus Dealer/Manufacturer. The dealership is in Sumter, SC. KME manufactures class 1 pumpers, rescues, aerials, tankers, and wildland vehicles. They have service technicians that can come to the fire station to perform minor warranty repairs. Additionally, they rent bay space from the City of Hardeeville with lifts to further complete repairs.

As stated in the opening paragraph, the staff recommendation is to approve the lowest bidder of Safe Industries/KME for 11 class one pumpers in the amount of \$9,593,793.00.


Russell Wells, Fire Chief


Shannon Smith, Battalion Chief


Garrett Lucas, Lieutenant


Jeff Joczynski, Lieutenant

	Safe Industries/KME	Peach State/Spartan Fire	911 Fleet & Fire Equipment	Phinex Fire/Rosenbauer	Spartan Fire/Pierce
Truck individual price	\$ 674,500.00	\$ 758,011.00	\$ 791,500.00	\$ 807,182.00	\$ 872,769.00
Equipment per truck	\$ 191,162.25	\$ 202,797.63	\$ 189,832.00	\$ 198,497.82	\$ 208,478.00
Labor per truck for lose	\$ 6,500.00	\$ 655.00	\$ 2,275.00		
Total per single unit	\$ 872,162.25	\$ 961,463.63	\$ 983,607.00	\$ 1,005,679.82	\$ 1,081,247.00
11 engines	\$ 7,419,500.00	\$ 8,338,121.00	\$ 8,706,500.00	\$ 8,879,002.00	\$ 9,600,459.00
Equipment total	\$ 2,102,793.00	\$ 2,230,773.98	\$ 2,088,152.00	\$ 2,183,476.87	\$ 2,293,258.00
Total labor for mounting	\$ 71,500.00	\$ 7,205.00	\$ 25,025.00		
Total price for 11 engines	\$ 9,593,793.00	\$ 10,576,099.98	\$ 10,819,677.00	\$ 11,062,478.87	\$ 11,893,717.00
Total without mounting	\$ 9,522,293.00	\$ 982,306.98	\$ 10,794,652.00	\$ 11,062,478.87	\$ 11,893,717.00
			\$ 1,225,884.00	\$ 1,468,685.87	\$ 2,299,924.00

Scoring of Proposal

	637	637	637	637	637
Total Sections Scored	637	637	637	637	637
0-does not meet	1	1	7	9	8
1-somewhat met	12	7	19	18	18
2-met	609	610	599	602	606
3-exceeds spec	15	19	12	8	5
	2.00	2.02	1.97	1.96	1.95

Summary Scoring

1	2	2	2	2	2
2	2	2	1	1	1
3	2	2	1	1	1
4	2	2	3	1	2
5	2	2	2	2	2
6	3	3	1	2	1
7	2	2	2	2	2
8	2	2	2	2	2
9	3	3	3	2	0
10	3	3	2	1	0
11	1	2	2	2	2
12					
13	2	0	2	1	0
14	2	2	2	2	2

Summary Scoring
specs

Summary Scoring	2.15	2.08	1.92	1.62	1.31
specs	2.00	2.02	1.97	1.96	1.95
Total Score	2.08	2.05	1.95	1.79	1.63

AGENDA

ITEM # 10



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
kburgess@jaspercountysc.gov

Jasper County Council Bid Presentation Aircraft Rescue and Firefighting Vehicle (ARFF)

Meeting Date:	December 18, 2023
Subject:	Presentation of bid for the purchase of a refurbished 1000-gallon aircraft rescue and firefighting vehicle (ARFF.)
Recommendation:	Council accepts the bid from Company Two Fire in the amount of \$358,440 plus applicable sales tax for a refurbished 1000-gallon aircraft rescue and firefighting vehicle (ARFF) and to authorize the County Administrator to sign all documents necessary to complete the purchase.

Description: Jasper County advertised for sealed bids for a refurbished 1000-gallon aircraft rescue and firefighting vehicle, also known as an ARFF. The bids were due at Noon on November 29, 2023. One bid was received timely from Company Two Fire in the amount of \$358,440 (excluding sales tax.)

Recommendation: Staff recommends that the County Council accept the bid from Company Two Fire in the amount of \$358,440 (excluding sales tax) and authorize the County Administrator to sign all necessary documents to complete the purchase.

Attachments:

- Company Two Fire bid
- Bid Tab Sheet
- Invitation to Bid Advertisement
- Invitation to Bid




Jasper County Emergency Services

ARFF Fire Apparatus Proposal

Company Two Fire (Co2) is pleased to submit the following proposal for the P-19 ARFF project being offered to the public.

Notes:

- This proposal will be good for 120 days from the due date of November 29, 2023.
- 3% has been added to this proposal as requested & is refundable if not needed.
- Scope of work is agreed as written with the exceptions noted in Addendum A
- Description of services are agreed too, see exceptions in Addendum A
- **Bids submittal to include:**
 Agreed
 Agreed
 Yes
 See references attached: customer (# 7- 8 -27-39-40-42-55-63)
 Material list, see exceptions in Addendum A
 Documentation: see exceptions in Addendum A
 Unit will be ARFF Certified 2024 prior to delivery.
 Service facility within 100-miles, Yes
 No brokered vehicles
 Vehicle will be Refurbished to a Level II prior to delivery.
- **Additional items of consideration:**
 Yes
 Varnville SC
 Yes
 Yes
 Yes (4)
 Yes
 N/A
 We purchase parts direct from Oshkosh.
 Between Fire Chief & myself
 Yes, extended warranties are available at additional cost.
- Does the proposer offer the ability to perform warranty repairs, yes, but must consult with Co2 prior to any work being performed.
- **Nature & Quality of previous work:**
 See attached reference sheet, customer # 7-8-27-39-40-42-55-63.

Company Two representative:  Date: 11/29/23

PROCUREMENT SPECIFICATION

AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) VEHICLE

OSHKOSH 4X4 P-19

1. **SCOPE.** This Procurement Specification (PS) covers a commercially produced diesel engine driven ARFF vehicle for an FAR 139/General Aviation Index airport. It includes a 1000-gallon water/ 130-gallon Aqueous Film Forming Foam (AFFF) fire suppression system: **with 450 to 500 lbs. Dry Chem only complementary system. Agreed**

The ARFF Vehicle is intended to carry rescue and firefighting equipment for the purpose of rescuing aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft.

2. **CLASSIFICATION.** The ARFF vehicle covered by the (PS) are classified in accordance with Part 139. Certification and Operations: Section 317, Aircraft Rescue and Firefighting: Equipment and Agents; and Federal Aviation Administration (FAA) Advisory Circular (AC) 150-522210-10, Guide Specification for Aircraft Rescue and Firefighting (ARFF Vehicles. **Agreed**

3. **VEHICLE CONFORMANCE/PERFORMANCE CHARACTERISTICS.** The ARFF vehicle will be in accordance with the applicable requirements of National Fire Protection Association (NFPA) 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2018 Edition), and AC 150/5220-10E, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. **The manufacturer will allow the addition of other options, at the buyer's expense, after bid acceptance. Agreed**

3.1 General Administration Requirements.

3.1.1 **Manuals:** Technical manuals will consist of operator, service, and parts manuals. All manuals are required to be provided in hardcopy and in digital format on CDs when requested. **Exception 2 copies required**

3.1.1.1 **Technical manuals.** The overall format for the manuals will be commercial. Each technical manual will have a title page. Line art will be used to the maximum extent possible for illustrations and parts lists. One complete set of engine and transmission parts, service and operator's manual will be packed with each vehicle. **Agreed - exception 2 copies required**

- a. The contractor will provide digitized manuals in CD format when requested in addition to or in place of printed paper copies.
- b. The contractor will provide two complete sets of hardcopy manuals and / or CDs when requested.

3.1.1.1.1 **Operator's manual.** The operator's manual will include all information required for the safe and efficient operation of the vehicle including fire extinguishing systems, equipment, and any special attachments or auxiliary support equipment. As a minimum, the operator's manual will include the following: **Agreed exception digital copy and/or thumb drive**

- a. The location and function of all controls and instruments will be illustrated and functionally described.

quantity of each item used for each vehicle. The size, thread dimensions, torque specifications, and special characteristics will be provided for all nonstandard nuts, bolts, screws, washers, grease fittings, and similar items. The manual will contain a numerical index. The parts manual will contain a list of all of the component vendor names, addresses, and telephone numbers referenced in the parts list. **Agreed**

3.1.2 Painting, plating, and corrosion control.

3.1.2.1 Finish. Exterior surfaces will be prepared, primed, and painted in accordance with all of the paint manufacturer's instructions and recommendations. Vehicles will be painted and marked in accordance with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport. The interior finish of all compartments will be based on the manufacturer's standard production practice. This may include painting, texturing, coating or machine swirling as determined by the manufacturer. All bright metal and anodized parts, such as mirrors, horns, light bezels, tread plates, and roll-up compartment doors, will not be painted. All other surfaces capable of being painted must be in the appropriate Red Coloring. **(PAINT CODE – ford race red)**

3.1.2.2 Dissimilar metals. Dissimilar metals, as defined in MIL-STD-889, Dissimilar Metals, will not be in contact with each other. Metal plating or metal spraying of dissimilar base metals to provide electromotive compatible abutting surfaces is acceptable. The use of dissimilar metals separated by suitable insulating material is permitted, except in systems where bridging of insulation materials by an electrically conductive fluid can occur. **Agreed**

3.1.2.3 Protection against deterioration. Materials that deteriorate when exposed to sunlight, weather, or operational conditions normally encountered during service will not be used or will have a means of protection against such deterioration that does not prevent compliance with performance requirements. Protective coatings that chip, crack, or scale with age or extremes of climatic conditions or when exposed to heat will not be used. **Agreed**

3.1.2.4 Reflective stripes. Vehicle shall be painted RED (No Stripping Required) **N/A**

3.1.2.5 Lettering. The manufacturer will apply the airport's 'Name' and 'Insignia' (**to be provided**) in a contrasting color or by decal on both sides of the vehicle in long radius elliptical arches above and below the lettering center line. The size of the lettering will be a minimum of 2 ½-inches to a maximum of 6-inches. Reflective lettering is allowed if the material is the same as that which is used for the reflective stripe (as specified in AC 150/5210-5). **N/A**

3.1.3 Vehicle identification plate. A permanently marked identification plate will be securely mounted at the driver's compartment. The identification plate will contain the following information:

- a. NOMENCLATURE
- b. MANUFACTURER'S MAKE AND MODEL
- c. MANUFACTURER'S SERIAL NUMBER
- d. VEHICLE CURB WEIGHT: kg (pounds)
- e. PAYLOAD, MAXIMUM: kg (pounds)
- f. GROSS VEHICLE WEIGHT (GVW): kg (pounds)
- g. FUEL CAPACITY AND TYPE: gals (gallons)
- h. DATE OF DELIVERY: (month and year)
- i. WARRANTY (month and km (miles))
- j. CONTRACT NUMBER

3.2.3.1 Mirrors. Combination flat and convex outside rearview mirrors will be installed on each side of the cab. The flat mirrors will be of the motorized remote-control type, providing not less than 60° horizontal rotational viewing range. The flat mirrors will also have electrically heated heads. Mirror remote and heating controls will be located on the instrument panel within reach of the seated driver. To provide the driver a clear view of the area ahead of the vehicle and to eliminate potential blind spots, a rectangular mirror will be installed on the lower corner of each side of the windshield, having a minimum area of 35 square inches. **Standard**

3.3. Chassis and vehicle components.

3.3.1 Engine. The vehicle will have a turbocharged diesel engine that is certified to comply with the Environmental Protection Agency (EPA) and state laws for off-highway emission requirements at the time of manufacture. The engine and transmission must operate efficiently and without detrimental effect to any drive train components and when lubricated with standard, commercially available lubricants according to the recommendations of the engine and transmission manufacturers. **Standard**

3.3.1.1 Acceleration. A fully loaded vehicle will accelerate from 0 to 50 miles per hour (mph) on a level paved road within: 25 seconds. **Standard**

3.3.1.2 Maximum speed. The fully loaded vehicle will attain a minimum top speed of 70 mph on a level paved road. **Standard**

3.3.1.3 Pump and roll on a 40-percent grade. The fully loaded vehicle will be capable of pump and roll operations on a paved, dry, 40-percent grade in accordance with NFPA 414.

3.3.1.4 Altitude. Where justified, the vehicle, including the pumping system, will be designed for operation at 2,000 feet above sea level. **Standard**

3.3.2 Engine cooling system. The engine cooling system will be in accordance with NFPA 414. A label will be installed near the engine coolant reservoir reading "Engine Coolant Fill". **Standard**

3.3.3 Fuel system. The fuel system will be in accordance with NFPA 414. **Standard**

3.3.3.1 Fuel priming pump. The vehicle will be equipped with an electric or pneumatic fuel pump in addition to the mechanical fuel pump. The electric/pneumatic pump will be used as a priming pump capable of re-priming the engine's fuel system. **Standard**

3.3.3.2 Fuel tank. The vehicle will have one or two fuel tanks with a minimum usable capacity in accordance with NFPA 414, as amended by NFPA 414. Each tank will have a fill opening of 3 inches minimum, readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. Each tank will be located and mounted so as to provide maximum protection from damage, exhaust heat, and ground fire. If more than one tank is furnished, means will be provided to assure equalized fuel level in both tanks. An overturn fuel valve will be provided for each tank to prevent spillage in the event of a rollover. Each fuel tank must be prominently labeled "Diesel Fuel Only". **Standard**

3.3.4 Exhaust system. The exhaust system will be in accordance with NFPA 414. The exhaust system will be constructed of high-grade rust resistant materials and protected from damage resulting from travel over rough terrain. The muffler(s) will be constructed of aluminized steel or stainless steel. Exhaust system outlet(s) will be directed upward or to the rear, away from

3.3.11.1 Air dryer. A replaceable cartridge desiccant air dryer will be installed in the air brake system. The dryer will have the capability of removing not less than 95 percent of the moisture in the air being dried. The dryer will have a filter to screen out oil and solid contaminants. The dryer will have an automatic self-cleaning cycle and a thermostatically controlled heater to prevent icing of the purge valve. **Standard**

3.3.11.2 Compressed air shoreline or vehicle-mounted auxiliary air compressor. A flush mounted, check valve, auto-eject compressed air shoreline connection will be provided to maintain brake system pressure while the vehicle is not running. The shoreline will be flush mounted (not to extend outside the body line), located on the exterior of the vehicle, either on the left side rear corner of the cab, or at the rear of the vehicle. In lieu of a compressed air shoreline connection, the vehicle may be equipped with a 110-volt shoreline connected vehicle-mounted auxiliary air compressor. In lieu of a compressed air shoreline connection, the vehicle may be equipped with an electrical shoreline connected vehicle mounted auxiliary air compressor. **Standard**

3.3.12 Steering. The vehicle will be equipped with power steering. Rear-wheel steering technology is not an approved vehicle option. **Standard**

3.3.12.1 Steering effort. The steering system performance will be in accordance with NFPA 414. **Standard**

3.3.12.2 Turning diameter. The fully loaded vehicle will have a wall to wall turning diameter of less than three times the overall length of the vehicle in both directions in accordance with NFPA 414. **Standard**

3.3.13 License plate bracket. A lighted license plate bracket will be provided at the left rear and left front of the vehicle. The location of the left front bracket will be placed so as not to interfere with the operation of firefighting systems. **N/A**

3.3.14 Vehicle Color and Stripping: Vehicle will be painted RED (No Stripping Required)

3.4 Cab. The vehicle will have a fully enclosed two door cab of materials which are corrosion resistant, such as aluminum, stainless steel, or glass reinforced polyester construction. Steps and handrails will be provided for all crew doors, and at least one grab handle will be provided for each crew member, located inside the cab for use while the vehicle is in motion. The lowermost step(s) will be no more than 22 inches above level ground when the vehicle is fully loaded. A tilt and telescoping steering column will be provided. **NEED PAINT CODE**

3.4.1 Windshield and windows. The windshield and windows will be of tinted safety glass. Each door window will be capable of being opened far enough to facilitate emergency occupant escape in the event of a vehicle accident. The vehicle window will have an electric control system. **Standard**

3.4.2 Cab interior sound level. The maximum cab interior sound level will be in accordance with NFPA 414. **Standard**

3.4.3 Instruments and controls. All instruments and controls will be illuminated and designed to prevent or produce windshield glare. Gauges will be provided for oil pressure, coolant temperature, and automatic transmission temperature. In addition to the instruments and controls required by NFPA 414, the following will be provided within convenient reach of the seated driver: **Standard**

3.5.2.1 Compartment doors. Storage compartments will have clear anodized aluminum, counterbalanced, non-locking, roll-up or single hinged doors as determined by the manufacturer. Door latch handles on roll-up doors will be full-width bar type. Door straps will be provided to assist in closing the compartment doors when the rolled up or hinged door height exceeds six feet above the ground. **Standard**

3.5.2.2 Scuff plates. Replaceable scuff plates will be provided at each compartment threshold to prevent body damage from sliding equipment in and out of the compartments. The scuff plates will be securely attached to the compartment threshold but will be easily replaceable in the event of damage. **Will add this request at no add/cost**

3.5.2.3 Drip rails. Drip rails will be provided over each compartment door. **Standard**

3.5.2.4 Shelves. An adjustable and removable compartment shelf will be provided for every 18 inches of each vertical storage compartment door opening. Shelving adjustments will require no more than common hand tools and will not require disassembly of fasteners. Shelves will support a minimum of 200 pounds without permanent deformation. Each shelf will be accessible to crew members standing on the ground or using a pull out and tip-down configuration. Each shelf will have drain holes located so as to allow for drainage of any water from the stowed equipment. **Standard**

3.5.2.5 Drainage mats. Each compartment floor and shelf will be covered with a removable black mat designed to allow for drainage of any water from the stowed equipment. **Standard**

3.5.3 Ladder, handrails, and walkways. Ladder, stepping, standing, and walking surfaces will be in accordance with NFPA 414. Handrails will be provided in accordance with NFPA 414. The lowermost step(s) or ladder rungs will be no more than 22 inches (56 cm) above level ground when the vehicle is fully loaded. The lowermost steps may extend below the angle of approach or departure or ground clearance limits if they are designed to swing clear. The tread of the bottom steps must be at least 8 inches (20 cm) in width and succeeding steps at least 16 inches (40 cm) in width. The full width of all steps must have at least 6 inches (15 cm) of unobstructed tow room or depth when measured from, and perpendicular to, the front edge of the weight-bearing surface of the step. **Standard (P-19s generally do not have these options)**

3.5.4 Ancillary equipment. Ancillary equipment listed in NFPA 414 A.4.2.1 (1)-(17) is not covered by the Procurement Specification in accordance with AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. Ancillary equipment is funded separately by other sources. **???????????????**

NOTE: Equipment funding will be obtained as a separate contact under the provisions of AC 150/5210-14. Aircraft Rescue and Fire Fighting Equipment, Tools, and Clothing.

3.6 Agent system. **Standard**

3.6.1 Agent (fire) pump. The vehicle will be equipped with a centrifugal pump capable of providing the performance specified herein as prescribed by NFPA 414. **Standard**

3.6.1.1 Agent system piping. All piping, couplings, valves, and associated components that come into contact with the agent will be in accordance with NFPA 414. **Standard**

The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums. **Standard**

3.6.4.1.3 Foam tank top fill trough. The foam tank will incorporate a top fill trough mounted in the top of the tank readily accessible to at least two crew members on top of the vehicle. The top fill trough will incorporate a cover, latch, and sealed so as to prevent spillage under any operating condition. The top fill trough will be designed to allow two standard 5-gallon foam concentrate containers to be emptied simultaneously. The top fill trough neck will extend sufficiently close to the bottom of the tank to reduce foaming to a minimum during the fill operation. The top fill trough will incorporate readily removable, rigidly constructed 10 mesh stainless steel, brass, or polyethylene strainers. All components in and around the top fill trough will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentration or water. **Standard**

3.6.4.2 Foam tank fill connections. The foam tank will incorporate a 1.5-inch National Hose thread female hose connection on **driver sides** of the vehicle to permit filling by an external transfer hose at flow rates up to 25-gpm. The connections will be provided with chained-on long handled plugs or rocker lug plugs. The top of the connections will be no higher than 48 inches above the ground and readily accessible. The fill lines will incorporate check valves and readily removable, rigidly constructed, ¼ inch mesh strainers. All components in the foam tank fill system will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water. **Standard**

3.6.4.2.1 Foam tank vent and overflow system. The foam tank will incorporate a vent system to relieve pressure on the tank during fill and discharge operations at maximum flow rates and an overflow system to relieve excess liquid in the event of tank overflow. Drainage from the vent and overflow system will not be in front of or behind any of the tires. Tank vent hoses will be of the non-collapsible type. **Standard**

3.6.4.3 Foam transfer pump. A foam transfer pump will be provided and mounted in a compartment on the vehicle. The pump will be capable of transferring and drawing foam liquid concentrate at adjustable flow rates up to 25-gpm directly through the pump and loading connections (see 3.6.3.2). All materials and components that come in contact with the foam will be compatible with the foam concentrate. The pump and its plumbing will have provisions for flushing with water from the water tank. A suitable length of hose with appropriate connections will be provided for filling the foam tank from an external foam storage container. **Exception Customer to purchase Aux Pump**

3.6.4.4 Foam flushing system. The foam concentrate system will be designed in accordance with NFPA 414 so that the system can be readily flushed with clear water. **Standard**

3.6.4.5 Foam concentrates piping. All metallic surfaces of the piping and associated components that come into contact with the foam concentrate will be of brass, bronze, or passivated stainless steel. The foam concentrate piping will be in accordance with NFPA 414. **Standard**

3.6.5 Foam proportioning system. The vehicle will have a foam proportioning system for Aqueous Film-Forming Foam (AFFF) (whether 3- or 6-percent foam concentrate) in accordance with NFPA 414. If a fixed orifice plate system is used, a plate will be provided for each percentage foam concentrate; the additional plate will be securely mounted in a protected location on the

3.6.8.1.9 The structural firefighting capability will also require installation of the following items: **If applicable.**

3.6.8.1.9.1 A priming pump and control (for drafting using the large intake connection). **If applicable.**

3.6.8.2 Water tank isolation valve

3.6.8.2.1.1 Discharge connections. Two 2 ½-inch discharge connections with male National Hose threads will be provided. Each connection will be equipped with a cap, a lever control valve, a bleeder valve, and each connection will be equipped with a cap, a level control valve, a bleeder valve, and a pressure gauge. Each connection will be rated at 250-gpm minimum. **If applicable.**

3.6.8.2.1.2 Intake connections. The vehicle will be equipped with one valved 4 ½-inch intake connection on the left side. The vehicle will be equipped with one valved 2 ½-inch intake connection on the left side. The vehicle will be equipped with one valved 2 ½-inch intake connection on the left side adjacent to the 4 ½-inch intake connection with both having either a 30° or 45° turn-down fitting. **If applicable.**

3.6.8.2.1.3 The 4½-inch intake connection will have male National Hose threads, a quarter turn control valve, a bleeder valve, a strainer, and a cap. The 2 ½-inch intake connection will have rocker lug female National Hose threads, a quarter-turn control valve, a bleeder valve, a strainer, and a plug. The vehicle will be capable of filling its water tank by pumping from a draft, a hydrant, or a nurse truck through either of the intake connections without the use of a hose from a discharge connection to a tank fill connection. **If applicable.**

3.7 Dry chemical agent system. The vehicle will be equipped with a 500 lb minimum capacity potassium bicarbonate based dry chemical agent system. The propellant gas cylinder will be secured to withstand off road operations. **The Nito bottle must accompany the vehicle.** A pressure indicator will be visible to any person opening the tank fill cap. Blow down piping will be directed beneath the vehicle. The dry chemical agent tank shall include lifting rings and have a name place indicating as a minimum, the following: **Standard 450lbs up to 500lbs**

Extinguishing agent
Capacity
Weight Full
Weight Empty
Operating Pressure
Hydrostatic test date
Type of agent required for re-servicing.

3.7.1 Not applicable

3.7.2 Dry chemical hose reel. A reel equipped with at least 100 feet of dry chemical hose will be mounted in a compartment. Handline agent and purge controls will be mounted adjacent to the compartment. All electrical components will be sealed against entry of water. The hose reel will have both electric and manual rewind provisions. The manual rewind handle will be bracket mounted and stored in the compartment. A quick acting control will be provided to activate the handline from the cab of the vehicle or the compartment. **Standard**

3.8 Not applicable

3.9.5.4 Spot/Floodlights. Two spot/floodlights will be attached at the end of the primary turret or at the end of the HRET assembly. The lights will illuminate the area covered by the turret. Both lights will be controlled by switches in the cab. LED lights will be used. **Standard LED (Upgraded)**

3.9.5.5 Scene lights. A total of five mounted floodlights will be provided to illuminate the work areas around the vehicle. One will be mounted on the front and two on each side of the vehicle. The lights will be powered by the vehicles alternator driven system or auxiliary generator, and the lights in the front will be controlled from switcher in the cab. LED light will be used. **Standard LED (Upgraded) (6) total lights**

3.9.6 Audible warning devices. **Standard**

3.9.6.1 Siren. The vehicle will be equipped with an electronic siren system. The amplifier unit will include volume control and selection of "Radio", "PA", "Manual", "Yelp", "Wail", and "Hi-Lo" (European) modes, and a magnetic noise canceling microphone. The amplifier, microphone, and controls will be within reach of the driver and the turret operator. Siren activating foot switches will be located in front of the driver and the turret operator. The siren speaker will be rated at 100 watts minimum and will be located in a guarded position as low and as far forward on the vehicle as practical. **Standard**

3.9.6.2 Horn. Dual forward-facing air horns will be installed in protected locations near the front of the vehicle. Air horn activating foot switches will be located in front of the driver and the turret operator. **Standard**

3.9.7 Emergency warning lights. All emergency warning lights must meet the requirements of AC 150/5210-5. Where applicable LED lights will be used as the primary light type. Lighting units will be installed on the top front, sides, and rear of the vehicle to provide 360° visibility. A switch will be provided on the instrument panel to control all of the top, side, front and rear emergency warning lights. A switch will also be provided on the instrument panel to disable all lower emergency warning lights when desired. All lighting systems will meet NFPA 414 emergency lighting criteria. **Standard LED (Upgraded)**

3.9.7.1 Emergency warning light color. All emergency warning lights will meet the requirements of AC 150/5210-5. **Standard**

3.9.7.2 Headlight flashing system. A high beam, alternating/flashing, headlight system will be provided. The headlight flasher will be separately switched from the warning light panel. All emergency warning lights will meet the requirements of AC 150/5210-5. **Exception (adding add/ lighting flashers) LED Wig Wags**

3.9.8 Radio circuit. The vehicle will have three separate 30-amp circuits with breakers and connections provided in a space adjacent to the driver and turret operator for installation of radios and other communications equipment after the vehicle has been delivered. To facilitate the installation of the communications equipment the manufacturer will provide three antennas pre-installed on top of the cab. **Radios are an airport responsibility and not part of this specification. Standard**

3.9.9 Power receptacles. **Exception, remove from Bid.**

3.9.9.1 Primary power receptacles. The vehicle will have two duplex 15-amp 110-volt power receptacles, one installed adjacent to the cab door on each side of the vehicle. Each duplex receptacle will include one straight blade and one twist-lock connection. These outlets will be powered by the generator. **Exception (remove from bid)**

4.6.2 Test rejection criteria. Throughout all tests specified herein, the vehicle will be closely observed for the following conditions, which will be cause for rejection: **Agreed.**

- a. Failure to conform to design or performance requirements specified herein or in the contractor's technical proposal. **Agreed.**
- b. Any spillage or leakage of any liquid, including fuel, coolant, lubricant, or hydraulic fluid, under any condition, except as allowed herein. **Agreed.**
- c. Structural failure of any component, including permanent deformation, or evidence of impending failure. **Agreed.**
- d. Evidence of excessive wear.
- e. Interference between the vehicle components or between the vehicle, the ground, and all required obstacles, with the exception of normal contact by the tires. **Agreed.**
- f. Misalignment of components. **Agreed.**
- g. Evidence of undesirable road ability characteristics, including instability in handling during cornering, braking, and while traversing all required terrain. **Agreed.**
- h. Conditions that present a safety hazard to personnel during operation, servicing, or maintenance. **Agreed.**
- i. Overheating of the engine, transmission, or any other vehicle component. **Agreed.**
- j. Evidence of corrosion. **Agreed.**
- k. Failure of the firefighting system and sub-systems. **Agreed.**

4.6.3 Detailed inspection requirements.

4.6.3.1 Examination of product. All component manufacturers' certifications, as well as the prototype and production/operational vehicle testing outlined in Table 1, will be examined to verify compliance with the requirements herein. Attention will be given to materials, workmanship, dimensions, surface finishes, protective coatings and sealants and their application, welding, fastening, and markings. Proper operation of vehicle functions will be verified as defined by NFPA 414, Acceptance **Agreed.**

5 PACKAGING.

- 5.1 Preservation, packing, and marking will be as specified in the Procurement Specification, contract, or delivery order. **Agreed.**
- 5.2 The Vehicle must be delivered with full operational quantities of lubricants, brake, and hydraulic fluids, and cooling system fluid, all of which must be suitable for use in the temperature range expected at the airport. **Agreed.**
- 5.3 The vehicle must be delivered with one complete load of firefighting agents and propellants. One complete load is defined as all of the agents and propellants necessary for the vehicle to be fully operational. One load would include, at a minimum: one fill of a foam tank; one fill of a dry chemical tank (if applicable); one fill of a halogenated tank (if applicable); one spare nitrogen cylinder for a dry chemical system (if applicable); and one spare argon cylinder for a halogenated system (if applicable). Agents and propellants for required testing or training are not included. For the initial

AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport

AA Orders, Specifications, and Drawings may be obtained from: Federal Aviation Administration, ATO- W CM-NAS Documentation, Control Center, 800 Independence Avenue, SW, Washington, DC 20591.

Telephone: (202) 548-5256, FAX: (202) 548-5501 and website:

http://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/cm_documentation/ N/A

Notes:

- **The customer will supply 800mhz radios for the supplier to install.**
- **Formal exception list from Jasper County Fire will be labeled addendum A.**
- **Formal bid pricing will be placed onto a separate sheet labeled addendum B.**



Jasper County Emergency Services

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



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

From: Darran Vaughn, Deputy Director
To: Company 2

8 November 2023

Subj: EXEMPTIONS TO BID PACKAGE

The Jasper County Fire and Emergency Services Division meet with prospective bidders for the pre-bid process for the 1000-gallon Aircraft Rescue Firefighting Vehicle (P-19) Refurbished. The following exceptions were agreed upon by all.

1. Description of Services: Deputy Director Vaughn reached out to multiple agencies that have dealt with Company 2 and found that the product and service does meet the needs of Jasper County. No further information is needed. Nature Quality of Work already verified.
2. 3.1 Manuals –
 - a. Technical Manual number changed from 5 to 2
 - b. Operators Manual changed to Digital Copy and Thumb drive in place of paper.
3. 3.1.2 Painting –
 - a. Ford Race Red
4. 3.3.11 Brakes – This model vehicle was built prior to the new regulations and does not have an Anti-Lock braking system. The requirement for anti-lock brakes has been removed.
5. 3.4.6.1 Seats – Standard seats with (2) Air Pack mounting brackets placed in the cab.
6. 3.6.4.3 Foam Transfer Pump – Removed from requirement – buyer will purchase air pump to transfer foam into and out of vehicle.
7. 3.6.6 Primary Turret – Will be the Roof Turret
8. 3.6.5.1 Roof Turret – 500 GPM
9. 3.6.6 – Bumper Turret – 300 GPM
10. 3.7 Dry Chemical System – replace 500 lbs with 450 + lbs.
11. 3.9.5.5 Scene Lights – Changing from 5 to 6 scene lights.
12. 3.9.7.2 Headlight Flashing System – Wig Wag lights will be used in the headlight lighting system.
13. 3.9.9.1 Primary Power receptacles – Removed this requirement.
14. 3.9.9.2 Auxiliary power receptacles – Supplier recommendation on auto eject shoreline connections.
15. 4.5 Technical Proposal – Remove from requirement.
16. 6.3 Training – Remove the requirement for power point and video for training purposes.
17. The purchaser will provide 800 mhz radio / Airfield Radio and Fire Comm system for the vehicle, to be installed by seller.

Should you have any questions or concerns please contact Darran Vaughn at 843-726-7607 or dvaughn@jaspercountysc.gov.



November 17, 2023

Jasper County Emergency Services
1509 Grays Hwy
PO Box 1509
Ridgeland, SC 29936

RE: Oshkosh P-19 ARFF w/ Pump Panel Package

- Level II Refurbishment in 2023-2024
- 1000-gallon water tank
- 1000 GPM pump
- 130-gallon foam tank
- 450-500lbs dry chem with handline & nozzle
- All lighting upgraded to LED's
- New tires
- 2-yr ARFF inspection & PM service contract

Purchasing Perks Included

- Current ARFF Certification at delivery
- FD lettering
- ECOLogic foam testing adapter
- 12-month major component warranty (capped at 10%)
- Pre-delivery inspection trip for 2
- Training up to 8-hrs

Oshkosh P-19 ARFF	\$335,000.00
2-yr ARFF inspections & PM service contract	\$ 13,000.00
3% additional modifications (refunded if not needed)	\$ 10,440.00
Total for complete package above	\$358,440.00



Quincy Jones, Manager



Date



COMPANY TWO
Fire

Fire-ARFF References:

<p>1 Atlanta Int'l Airport (GA) Antonio Webb adwebb@atlantaga.gov Leased 2 ARFF units</p>	<p>Past customer</p>
<p>2 Bell Helicopter Danny Miller dmiller2@bh.com 334-445-5350 (ofc) 334-714-6473 (cell) Sold 1 ARFF</p>	<p>FT Worth TX Amarillo TX Ozark AL DCMA</p> <p>Leased in the past</p>
<p>3 Boeing Aircraft (Charleston SC Int'l Airport) Gregory Poole (Cat Dealer) Mac - 843-276-8353 Leased a 3000 gal ARFF unit</p>	<p>Past customer DCMA</p>
<p>4 Boeing (Mesa, AZ) Garrett Eddington garrett.r.eddington@boeing.com 562-477-6519 (cell) 480-891-2682 (ofc)</p>	<p>Past customer DCMA</p>
<p>5 Boeing Jason C. Kindschuh jason.c.kindschuh@boeing.com Business Phone: (210)932-6355 Leased 1992 Oshkosh 3000 Gallon ARFF</p>	<p>(San Antonio TX) Past customer</p>
<p>6 Boeing Chief Dan Clark dbclark@protecfire.com 303-551-5733 Leasing (2) 3000 gal ARFF units</p>	<p>(San Antonio TX) DCMA</p>
<p>7 Boise Regional Airport - ID Chief Paul Roberts proberts@cityofboise.org 208-570-6544 Leasing 1 ARFF unit beginning Sept 2023</p>	

<p>17 Enterprise AL Reg Airport Chief Byron Herring bherring@enterpriseafd.com 334-348-2640 Sold 1 Oshkosh 1500 Gal ARFF</p>	<p>Purchased</p>
<p>18 FREEPORT Grand Bahamas Airport kayla Saunders (Purchasing Mgr) 242-350-8116 saunders.kayla@fcpbahamas.com Currently leasing a 3000 Gal ARFF</p>	<p>Currently leasing 3000 Gal ARFF for 3 yrs Service work as well</p>
<p>19 Ft Rucker AL (US Military) Lowell Preskitt 334-255-0217 Leased 4 Fire trucks (2) ARFFs (2) Pumpers</p>	<p>Past customer Contract # W9124G16PO107</p>
<p>20 Ft Stewart Ga Joe Plotino 912-767-8462 Currently leasing 1 - 1500 Gal ARFF truck for approx 2 yrs IOSEPH.D.PLOTINO.MIL@MAIL.MIL</p>	<p>Contract # W9124M19P0024</p>
<p>21 General Atomics (CA) William Rains 760-388-8359 Sold 2000 E-One Titan 1500 Gal ARFF</p>	<p>Adelanto, CA Purchased & leased DCMA</p>
<p>22 Gold Corp Inc. Markus Uchtenhagen Markus.Uchtenhagen@goldcorp.com SOLD 1 3000 Gallon E-One Refurbished ARFF SOLD 1 Fire truck; 1 Heavy Rescue Pumper; 1 33' Hazmat Trailer</p>	<p>Purchased</p>
<p>23 Greensboro International (Piedmont Triad) NC Mickie Elmore (Airport Admin) elmorem@gsoair.org (Purchased 1 - 3000 gal ARFF unit)</p>	<p>Purchased Service & Inspection work as well</p>
<p>24 Harlingen TX Airport David Lompra 956-793-5232 mbl dlompra@myharlingen.us</p>	<p>Past customer</p>
<p>25 Hurlburt Field AFB (FL) Thomas Sexton thomas.sexton.4@us.af.mil 850-884-7685 Currently leasing a 3000 gal ARFF</p>	<p>Currently leasing DCMA</p>
<p>26 IAC (Int'l Aerospace Coatings (Ft Worth TX) Joe Brown - Facilities Manager 903-262-0537</p>	<p>DCMA</p>

Leasing 1 ARFF unit while refurb process is being completed

38 Millington Fire Dept (TN) Fire Chief Gary Graves ggraves@cityofmillington.org (Refurbished & upgraded 3 - P19 OshKosh ARFF units in 2011)	Refurbished 3 ARFFs
39 Myrtle Beach SC Airport Pat Oleary 843-383-3231 olearyp@horrycounty.org	Purchased a 2002 Oshkosh Striker & QRV Snuzzle was removed & refurbished
40 New Orleans Lakefront Airport Capt Chris henderson New Orleans Lakefront Airport	Purchased Oshkosh TI-1500 504-243-7799 504-606-9264
41 Norfolk International Airport (VA) Vic Duggar (Maint Chief) vduggar@norfolkairport.com (Maintained their fleet of ARFF's for over 5 yrs (inspect, service & repair))	Leased ARFFs in past & Serviced fleet Chief Charlie Lavene
42 North Metro Fire Jason Smith 1006 Weld County Rd Northglenn, CO 80516	Purchased Oshkosh Striker 1500 303-905-5515 jsmith@northmetrofire.org
43 North Okaloosa Fire District Dennis McMaster mcmaster.nofd82@gmail.com 850-978-1043	Currently leasing 2 ARFF units
44 Northrop Grumman Daniel Grimes daniel.grimes@ngc.com 321-480-2965	Melbourne FL Facility St Augustine FL Leased 3000 gal ARFF in 2020 Sold 1500 gal ARFF in 2014
45 Piedmont Triad Airport Authority (NC) Chief Bob Toler tolerR@gsoair.org 336-665-5514 Leasing (2) ARFF units (Currently) Oshkosh Striker being repaired (Currently)	
46 Plattsburgh NY Mike Allen Michael.Allen@clintoncountygov.com Sold 3000 Gallon Oshkosh	Purchased
47 Pro-Tec Fire/Airport Services Carl Thiem Mark Christiansen LOCATIONS: Middletown, DE; Manassas, VA; Moss Point, MS; Philadelphia, PA (We also handle all their ARFF related work such as refurbs, service, lease, maintenance & inspections)	Currently leasing 4 ARFFs DCMA cthiem@protecfire.com mchristensen@protecfire.com

<p>57 Vector Aerospace Helicopter Service North America (AL) Dave Clickner - 334-428-6005 dave.clickner@vectoraerospace.com Currently leasing 1500 gal ARFF</p>	<p>Leased in past DCMA</p>
<p>58 Vero Beach Reg Airport Brandon Dambeck bdambeck@covb.org 772-696-4630 Leasing 1500 gal ARFF unit & starting to lease 2nd unit</p>	
<p>59 Wilmington Airport (NC) Gary Taylor gtaylor@flyilm.com 910-341-4333 Ext. 1022 Leased ARFF unit</p>	<p>Past customer</p>
<p>60 Worcester Airport Police & Aircraft Fire Rescue Stan Andriski (Dept Chief) sandriski@massport.com Leased 3000 Gal ARFF for two yrs along with</p>	<p>Leased in past Past Customer complete maintenance</p>
<p>61 Wright-Patterson AFB (OH) Tanya Nadudvari tanya.nadudvari.ctr@us.af.mil 937-257-4339 Currently leasing 1500 gal ARFF unit</p>	<p>Military</p>
<p>62 Wyoming National Guard Alan Snook (Chief) alan.snook@us.army.mil (Refurbished 2 - 1500 gal E-One ARFF units)</p>	<p>Purchased 2 ARFFs</p>
<p>63 Zionsville IN Fire Dept Chief James VanGorder 317-873-5358 - off 317-281-9171 - mb</p>	<p>Purchased a refurbished E-One HPR 1500</p>



Jasper County Bid Sheet

Refurbished 1000 Gallon Aircraft
Rescue & Firefighting (ARFF) Vehicle

11/29/2023

Company Name	Address	Amount of Bid	Remarks/Total
Company Two Fire	283 Foster St. Varnville, SC 29944	\$358,440.00	

Kimberly Burgess

From: South Carolina Business Opportunities <noreply@mmo.sc.gov>
Sent: Friday, October 20, 2023 3:43 PM
To: Kimberly Burgess
Subject: SCBO Advertisement Submission

NOTICE:

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

Your SCBO advertisement (AD# 44180) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

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

The information you submitted for the advertisement is included below:

Category: Equipment

Advertisement Date: Fri, 10/20/2023 - 00:00

Ad Title: Refurbished 1000 Gallon Aircraft Rescue & Firefighting (ARFF) Vehicle

Description:

Jasper County is seeking proposals for a refurbished 1000-gallon aircraft rescue and firefighting vehicle for the Ridgeland Claude Dean Airport (3J1) located at 254 Hon. Barbara B. Clark Drive, Ridgeland, SC 29936. Proposals will be due Noon, Wednesday, November 29, 2023, and a mandatory pre-bid meeting will be held at 9:00 AM on Wednesday, November 8, 2023.

Solicitation #: RFP #2024-9

Submit Offer By: Wed, 11/29/2023 - 12:00

Direct Inquiries To: Darran Vaughn

Buyer Phone Number: 8437267606

Buyer Email: dvaughn@jaspercountysc.gov

Pre-Bid Information:

Property field_prebid

Full Details / Download Form (URL): www.jaspercountysc.gov

Ad Creation Date: Fri, 10/20/2023 - 15:43

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number:

IPL0144887

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

HHI - Legal Ads

Final Cost:

\$93.40

Payment Type:

Account Billed

User ID:

IPL0032292

PREVIEW FOR AD NUMBER IPL01448870

PUBLIC NOTICE

Jasper County is seeking proposals for a refurbished 1000-gallon aircraft rescue and fire-fighting vehicle for the Ridgeland Claude Dean Airport (3J1) located at 254 Hon. Barbara B. Clark Drive, Ridgeland, SC 29936. Proposals will be due Noon, Wednesday, November 29, 2023 and a mandatory pre-bid meeting will be held at 9:00 AM on Wednesday, November 8, 2023. Additional information may be found on the Jasper County website www.jaspercountysc.gov.
W00000000
Publication Dates

[<< Click here to print a printer friendly version >>](#)

ACCOUNT INFORMATION

Jasper County Planning & Building Services IP

P.O. Box 1659

Ridgeland, SC 29936

843-717-3650

lwagner@jaspercountysc.gov

Jasper County Planning & Building Services

TRANSACTION REPORT

Date

October 20, 2023 2:52:41 PM EDT

Amount:

\$93.40

SCHEDULE FOR AD NUMBER IPL01448870

October 24, 2023

The Island Packet (Hilton Head) Print



Jasper County
Request for Proposal RFP #2024-9
Refurbished 1000 Gallon Aircraft Rescue & Firefighting (ARFF) Vehicle
OSHKOSH 4X4 P-19
October 20, 2023

Jasper County is seeking proposals for a refurbished 1000-gallon aircraft rescue and firefighting vehicle for the Ridgeland Claude Dean Airport (3J1) located at 254 Hon. Barbara B. Clark Drive, Ridgeland, SC 29936. Proposals will be due Noon, Wednesday, November 29, 2023, and a mandatory pre-bid meeting will be held at 9:00 AM on Wednesday, November 8, 2023.

PROPOSAL REQUIREMENTS

The proposal must be firm for a period of at least 120 days from the due date of the proposal. The proposal must be signed by an official of the company authorized to commit to and enter into a formal contract for goods or services. Jasper County reserves the right to negotiate with all qualified vendors and to cancel in part or in its entirety this request if it is in the best interest of the County to do so. This solicitation does not commit Jasper County to award a contract or to pay for any costs incurred in the preparation or submission of a proposal. Proposers may include financing options. However, financing options are not part of the evaluation process. The successful proposer shall deliver to the County and shall become binding on the parties upon execution of the contract, a performance bond in the amount of 100 percent of the price specified in the contract.

Proposals shall include the following:

- All costs to provide a 1000-gallon ARFF vehicle, as outlined in the scope of work to include (manufacture refurbishment), freight and delivery to the Jasper County Fire and Emergency Services Division Headquarters, acceptance testing and operational training.
- All costs to provide optional equipment per this "Request for Proposal."
- All costs for a 2-year Inspection & PM Service Contract
- References where proposer has provided equipment similar in size, scope and operations of that contained within this Request for Proposal within the past five (5) years.
- A material list that includes the manufacturer and model number of the key critical system components.
- Documentation of support items required by the specifications and this Request for Proposal.

- ARFF Certification for 2024
- List of supplier's ARFF Certified Service facilities within 100 miles of Ridgeland SC.
- Information as to whether the vehicle has been refurbished to Level II or equivalent in the last 2 years.
- The proposal should not be for brokered vehicles. The County will not consider brokered vehicles.

Additional Items of consideration regarding service:

- Do you have a local service facility? If so, what is the location?
- Do you have a mobile service?
- Do you provide an additional ARFF Truck while the current truck is down for repairs?
- Are there dedicated service technicians for mobile repair, if so, how many? Describe the certification process for your technicians and how many of your technicians meet your criteria.
- Do you stock manufacturer parts?
- How are parts personnel trained and do they meet this criterion?
- How is your dealership supported by the manufacturer?
- How are disputed service issues mediated between the purchaser, dealer, and manufacturer?
- Are extended warranties available for the apparatus being proposed? If so, what do they cover and the cost?

The County possesses a centralized maintenance facility and employees qualified repair technicians. Does the Proposer offer the ability for the county to perform warranty repairs? If so, what is the process for authorizing the county to act in such a fashion.

MANDATORY PRE-PROPOSAL MEETING

Interested proposers are required to attend a mandatory pre-proposal meeting. The meeting will be held at the Jasper County Emergency Operations Center at 1509 Grays Highway, Ridgeland, SC 29936 in the County Council Chambers on the on the third floor at 9:00 AM on Wednesday, November 8, 2023.

SCOPE OF WORK

The scope of work for the project is the PROVISION OF A REFURBISHED 1000-gallon ARFF vehicle per specification below in accordance with Federal Aviation Administration guidelines for such acquisition. The scope also includes the provision of an input-based Aqueous Film Forming Foam (Testing System compliant with NFPA 412, Standard for Evaluating Aircraft Rescue and Firefighting Foam Equipment. The final product shall be a refurbished, fully operational, vehicle to provide ARFF support at the Airport. Equipment and performance capability will meet, or exceed requirements for an ARFF vehicle contained in:

- Federal Aviation Administration Advisory Circular #150/5220-10E, Guide Specifications for Aircraft Rescue and Firefighting (ARFF) Vehicles.

- National Fire Protection Association (NFPA) 414, Standard for Aircraft Rescue and Firefighting Vehicles (2018 Edition)
- National Fire Protection Association (NFPA) 412, Standard for Evaluating Aircraft Rescue and Firefighting Foam Equipment.

DESCRIPTION OF SERVICES

A detailed description of services the vendor proposes to deliver consistent with the scope of services and required work products/deliverable should be included in the proposal. The proposer shall also include a description of the type and amount of training to be provided to Fire Rescue Personnel. The proposer shall include an explanation of conferences that might be necessary during negotiation and building of the units. Tentative inspection and acceptance for the units will be conducted at a location determined by the successful vendor. However, delivery will be the responsibility of the successful proposer and final acceptance testing will be done in Jasper County, South Carolina. The description of services should be explained in the Scope of Services section of the executive summary.

EVALUATION & SELECTION

Qualified responses shall be reviewed by the Jasper County Fire Rescue ARFF Vehicle committee personnel within thirty (30) days of the submittal deadline. If warranted, additional information may be requested by the Committee. A short list of proposers will be created for additional review. Jasper County reserves the right to request oral presentations and demonstrations if deemed necessary.

Jasper County reserves the right to choose the *most qualified firm* based on evaluation by the Committee. Jasper County reserves the right to accept or reject any part or the entire submitted proposal. Jasper County further reserves the right to cancel in part or in its entirety this RFP if it is in the best interest of the County to do so. To facilitate the evaluation process, an executive summary shall be submitted by the vendor that can serve as an overview of the ARFF vehicle being proposed. The executive summary will be considered part of any subsequent contract and anything contained within the executive summary must be delivered by the vendor unless a specific exception is listed in any subsequent contract. Proposals submitted without an executive summary will not be scored or considered. This executive summary must be presented in the following format and must include each of the following:

- Commitment to the general conditions contained herein (0 to 3 points)
- Completeness of the proposal, i.e., the degree that it responds to all requirements and requests for information contained herein. (0 to 3 points)
- Overall, Scope of Work (0 to 3 Points)
- Adherence to Specifications (0 to 3 points)
- Equipment Supplied by the Contractor (0 to 3 points)

- Cost (0 to 3 points)
- Warranty (0 to 3 points)
- Nature and Quality of Previous Work (0 to 3 points)
- Local Business with facility in county (0 to 3)
- Service Center Location within specification of specifications (0 to 3)

NATURE & QUALITY OF PREVIOUS WORK

A list of three (3) customers for whom comparable units have been sold within the past 3 years. Include a contact name, telephone number, client size, assessment dates, and a description of the units provided. Describe any special experience, insight, or qualifications the firm has which may differentiate it from others in the field and prove beneficial to this project. This information must be provided in the Nature & Quality of Previous Work section of the executive summary.

ADDITIONAL INFORMATION AND CLARIFICATION

All Questions for clarification shall be emailed directly to: dvaughn@jaspercountysc.gov; or mailed to:

Jasper Count Fire Rescue
Attn: Deputy Fire Chief Vaughn
PO Box 1509
Ridgeland SC 29936

All requests for clarification will be posted in and replied to in the Jasper County procurement file in Vendor Registry.

All proprietary points of clarification shall be clearly identified and marked in the proposal. They will be reviewed by the apparatus committee and Jasper County Legal Counsel for determination of redacted consideration in publication of clarification documentation.

There is no express or implied obligation for Jasper County to reimburse the responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal.

Jasper County reserves the right to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedure, and to accept or reject any items or combination of items.

Jasper County does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

PROPOSAL SUBMISSIONS

Five (5) copies of vendor proposal packages shall be delivered no later than noon, Wednesday, November 29, 2023. Packages shall be submitted to Kimberly Burgess, Director of Administrative Services for Jasper County Finance. Vendor Proposal Packages received after this cut-off shall not be considered. Sealed Proposals should be clearly marked "ARFF Vehicle Proposal" and delivered in person or via U.S. Mail or delivery service to the address below:

Kimberly Burgess, Director of Administrative Services Division
Jasper County
358 Third Avenue
P. O. Box 1149
Ridgeland, SC 29936

RE: ARFF Vehicle Proposal

**AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) VEHICLE
OSHKOSH 4X4 P-19**

1. **SCOPE.** This Procurement Specification (PS) covers a commercially produced diesel engine driven ARFF vehicle for an FAR 139/General Aviation Index airport. It includes a 1000-gallon water/ 130-gallon Aqueous Film Forming Foam (AFFF) fire suppression system: **with 500 lbs. Dry Chem only complementary system.**

The ARFF Vehicle is intended to carry rescue and firefighting equipment for the purpose of rescuing aircraft passengers, preventing aircraft fire loss, and combating fires in aircraft.

2. **CLASSIFICATION.** The ARFF vehicle covered by the (PS) are classified in accordance with Part 139. Certification and Operations: Section 317, Aircraft Rescue and Firefighting: Equipment and Agents; and Federal Aviation Administration (FAA) Advisory Circular (AC) 150-522210-10, Guide Specification for Aircraft Rescue and Firefighting (ARFF Vehicles).
3. **VEHICLE CONFORMANCE/PERFORMANCE CHARACTERISTICS.** The ARFF vehicle will be in accordance with the applicable requirements of National Fire Protection Association (NFPA) 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2018 Edition), and AC 150/5220-10E, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. **The manufacturer will allow the addition of other options, at the buyer's expense, after bid acceptance.**

3.1 General Administration Requirements.

3.1.1 Manuals: Technical manuals will consist of operator, service, and parts manuals. All manuals are required to be provided in hardcopy and in digital format on CDs when requested.

3.1.1.1 Technical manuals. The overall format for the manuals will be commercial. Each technical manual will have a title page. Line art will be used to the maximum extent possible for illustrations and parts lists. One complete set of engine and transmission parts, service and operator's manual will be packed with each vehicle.

- a. The contractor will provide digitized manuals in CD format when requested in addition to or in place of printed paper copies.
- b. The contractor will provide two complete sets of hardcopy manuals and / or CDs when requested.

3.1.1.1.1 Operator's manual. The operator's manual will include all information required for the safe and efficient operation of the vehicle including fire extinguishing systems, equipment,

and any special attachments or auxiliary support equipment. As a minimum, the operator's manual will include the following:

- a. The location and function of all controls and instruments will be illustrated and functionally described.
- b. Safety information that is consistent with the safety standards established by the Occupational Safety and Health Administration (OSHA) and NFPA.
- c. All operational and inspection checks and adjustments in preparation for placing the vehicle into service upon receipt from the manufacturer.
- d. Tie down procedures for transport on a low-boy trailer.
- e. Warranty information and the period of the warranty coverage for the complete vehicle and for any component warranty that exceeds the warranty of the complete vehicle. Addresses and telephone numbers will be provided for all warranty providers.
- f. General description and necessary step-by-step instructions for the operation of the vehicle and its fire extinguishing system(s) and auxiliary equipment.
- g. A description of the post-operational procedures (draining, flushing, re-servicing, etc.).
- h. Daily maintenance inspection checklists that the operator is expected to perform, including basic troubleshooting procedures.
- i. Disabled vehicle towing procedures.
- j. Procedures and equipment required for changing a tire.
- k. Schedules (hours, miles, time periods) for required preventative maintenance and required periodic maintenance.
- l. Line art drawing of the vehicle, including panoramic views (front, rear, left, and right sides) showing basic dimensions and weights (total vehicle and individual axle weight for the unloaded and fully loaded vehicle). For the purposes of this AC, "unloaded" is defined as a lack of agent, occupants, and compartment load, and "loaded" is defined as including agent, occupants, and compartment load.

3.1.1.1.2 Service manual. The service manual will identify all special tools and test equipment required to perform servicing, inspection, and testing. The manual will cover troubleshooting and maintenance as well as minor and major repair procedures. The text will contain performance specifications, tolerances, and fluid capacities; current, voltage, and resistance data; test procedures; and illustrations and exploded views as may be required to permit proper maintenance by qualified vehicle mechanics. The manual will contain an alphabetical subject index as well as a table of contents. The service manual will contain at least the following, where applicable:

- a. Firefighting system schematic(s).
- b. Hydraulic schematic.
- c. Pneumatic schematic.
- d. Electrical schematic.
- e. Winterization schematic.
- f. Fuel schematic.
- g. Schedules for required preventative maintenance and required periodic maintenance.
- h. Lubrication locations, procedures, and intervals for parts of the vehicle and equipment that require lubrication.

3.1.1.1.3 Parts identification manual. The parts manual will include illustrations or exploded views (as needed) to properly identify all parts, assemblies, subassemblies, and special equipment. All components of assemblies shown in illustrations or exploded views will be identified by reference numbers that correspond to the reference numbers in the parts lists. All purchased parts will be cross-referenced with the original equipment manufacturer (OEM) name and part number. The parts identification manual will provide the description and quantity of each item used for each vehicle. The size, thread dimensions, torque specifications, and special characteristics will be provided for all nonstandard nuts, bolts, screws, washers, grease fittings, and similar items. The manual will contain a numerical index. The parts manual will contain a list of all of the component vendor names, addresses, and telephone numbers referenced in the parts list.

3.1.2 Painting, plating, and corrosion control.

3.1.2.1 Finish. Exterior surfaces will be prepared, primed, and painted in accordance with all of the paint manufacturer's instructions and recommendations. Vehicles will be painted and marked in accordance with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport. The interior finish of all compartments will be based on the manufacturer's standard production practice. This may include painting, texturing, coating or machine swirling as determined by the manufacturer. All bright metal and anodized parts, such as mirrors, horns, light bezels, tread plates, and roll-up compartment doors, will not be painted. All other surfaces capable of being painted must be in the appropriate Red Coloring.

3.1.2.2 Dissimilar metals. Dissimilar metals, as defined in MIL-STD-889, Dissimilar Metals, will not be in contact with each other. Metal plating or metal spraying of dissimilar base metals to provide electromotive compatible abutting surfaces is acceptable. The use of dissimilar metals separated by suitable insulating material is permitted, except in systems where bridging of insulation materials by an electrically conductive fluid can occur.

3.1.2.3 Protection against deterioration. Materials that deteriorate when exposed to sunlight, weather, or operational conditions normally encountered during service will not be used or will have a means of protection against such deterioration that does not prevent compliance with performance requirements. Protective coatings that chip, crack, or scale with age or extremes of climatic conditions or when exposed to heat will not be used.

3.1.2.4 Reflective stripes. Vehicle shall be painted RED (No Stripping Required)

3.1.2.5 Lettering. The manufacturer will apply the airport's 'Name' and 'Insignia' **(to be provided)** in a contrasting color or by decal on both sides of the vehicle in long radius elliptical arches above and below the lettering center line. The size of the lettering will be a minimum of 2 ½-inches to a maximum of 6-inches. Reflective lettering is allowed if the material is the same as that which is used for the reflective stripe (as specified in AC 150/5210-5).

3.1.3 Vehicle identification plate. A permanently marked identification plate will be securely mounted at the driver's compartment. The identification plate will contain the following information:

- a. NOMENCLATURE
- b. MANUFACTURER'S MAKE AND MODEL
- c. MANUFACTURER'S SERIAL NUMBER
- d. VEHICLE CURB WEIGHT: kg (pounds)
- e. PAYLOAD, MAXIMUM: kg (pounds)
- f. GROSS VEHICLE WEIGHT (GVW): kg (pounds)
- g. FUEL CAPACITY AND TYPE: gals (gallons)
- h. DATE OF DELIVERY: (month and year)
- i. WARRANTY (month and km (miles))
- j. CONTRACT NUMBER
- k. PAINT COLOR AND NUMBER

A second permanently marked information data plate will be securely mounted on the interior of the driver's compartment. The plate contains the information required by NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition), Section 1.3.5 Vehicle Information Data Plate. A single plate that combines or contains the information required for both plates is acceptable.

3.1.4 Environmental conditions.

3.1.4.1 Vehicle operation and storage temperature conditions will vary with geographical location. Thus, the locality temperature range can go from -40° to 110° F. Refer to NFPA 414 for vehicle winterization criteria.

3.1.5 Reduction of potential foreign object damage. All loose metal parts, such as pins, will be securely attached to the vehicle with wire ropes or chains. Removable exterior access panels, if provided, will be attached with captive fasteners.

3.1.6 Vehicle Mobility.

3.1.6.1 Operating terrain. The vehicle will be capable of operating safely on paved roads, graded gravel roads, cross country terrain, and sandy soil environments. Cross country terrain consists of open fields, broken ground, and uneven terrain. An off-road, high-mobility suspension system resulting in no more than 0.5 G rms acceleration at the driver's seat of the vehicle when traversing an 8-inch (20 cm) diameter half round at 35 mph (56 kph) must be provided. The suspension design by which the manufacturer meets the suspension performance requirements is at the manufacturer's discretion.

3.1.6.1.1 Gradeability. The fully loaded vehicle will be able to ascend any paved slope up to and including 50-percent.

3.1.6.1.2 Side slope stability. The fully loaded vehicle will be stable on a 30° side slope when tested in accordance with NFPA 414.

3.1.6.1.3 Cornering stability. The fully loaded vehicle will be stable in accordance with NFPA 414 when tested in accordance with NFPA 414.

3.2.1 Overall dimensions. The maximum dimensions listed below are desirable to ensure vehicles can be accommodated in existing fire stations. Likewise, the overall dimensions should be held to a minimum that is consistent with the best operational performance of the vehicle and the design concepts needed to achieve this performance and to provide maximum maneuverability in accordance with NFPA 414.

NOTE: For Airport Operator Validation: Consult AC 150/5210-15, Aircraft Rescue and Fire Fighting Station Building Design, Appendix A, to ensure vehicles measurements do not exceed existing airport fire station dimensions.

3.2.2 Angles of approach and departure. The fully loaded vehicle will have angles of approach and departure of not less than 30°.

3.2.3 Field of vision. The vehicle will have a field of vision in accordance with NFPA 414.

3.2.3.1 Mirrors. Combination flat and convex outside rearview mirrors will be installed on each side of the cab. The flat mirrors will be of the motorized remote-control type, providing not less than 60° horizontal rotational viewing range. The flat mirrors will also have electrically heated heads. Mirror remote and heating controls will be located on the instrument panel within reach of the seated driver. To provide the driver a clear view of the area ahead of the vehicle and to eliminate potential blind spots, a rectangular mirror will be installed on the lower corner of each side of the windshield, having a minimum area of 35 square inches.

3.3. Chassis and vehicle components.

- 3.3.1 Engine. The vehicle will have a turbocharged diesel engine that is certified to comply with the Environmental Protection Agency (EPA) and state laws for off-highway emission requirements at the time of manufacture. The engine and transmission must operate efficiently and without detrimental effect to any drive train components and when lubricated with standard, commercially available lubricants according to the recommendations of the engine and transmission manufacturers.
- 3.3.1.1 Acceleration. A fully loaded vehicle will accelerate from 0 to 50 miles per hour (mph) on a level paved road within: 25 seconds.
- 3.3.1.2 Maximum speed. The fully loaded vehicle will attain a minimum top speed of 70 mph on a level paved road.
- 3.3.1.3 Pump and roll on a 40-percent grade. The fully loaded vehicle will be capable of pump and roll operations on a paved, dry, 40-percent grade in accordance with NFPA 414.
- 3.3.1.4 Altitude. Where justified, the vehicle, including the pumping system, will be designed for operation at 2,000 feet above sea level.
- 3.3.2 Engine cooling system. The engine cooling system will be in accordance with NFPA 414. A label will be installed near the engine coolant reservoir reading "Engine Coolant Fill".
- 3.3.3 Fuel system. The fuel system will be in accordance with NFPA 414.
- 3.3.3.1 Fuel priming pump. The vehicle will be equipped with an electric or pneumatic fuel pump in addition to the mechanical fuel pump. The electric/pneumatic pump will be used as a priming pump capable of re-priming the engine's fuel system.
- 3.3.3.2 Fuel tank. The vehicle will have one or two fuel tanks with a minimum usable capacity in accordance with NFPA 414, as amended by NFPA 414. Each tank will have a fill opening of 3 inches minimum, readily accessible to personnel standing on the ground and designed to prevent fuel splash while refueling. Each tank will be located and mounted so as to provide maximum protection from damage, exhaust heat, and ground fire. If more than one tank is furnished, means will be provided to assure equalized fuel level in both tanks. An overturn fuel valve will be provided for each tank to prevent spillage in the event of a rollover. Each fuel tank must be prominently labeled "Diesel Fuel Only".
- 3.3.4 Exhaust system. The exhaust system will be in accordance with NFPA 414. The exhaust system will be constructed of high-grade rust resistant materials and protected from damage resulting from travel over rough terrain. The muffler(s) will be constructed of aluminized steel or stainless steel. Exhaust system outlet(s) will be directed upward or to the rear, away from personnel accessing equipment compartments and the engine air intake and will not be directed toward the ground.
- 3.3.5 Transmission. A fully automatic transmission will be provided. The transmission will be in accordance with NFPA 414.

- 3.3.6 Driveline. The vehicle driveline will be in accordance with NFPA 414. If the driveline is equipped with a differential locking control, a warning/caution label will be placed in view of the driver indicating the proper differential locking/un-locking procedures. The operator's manual will also include a similar warning/caution. All moving parts requiring routine lubrication must have a means of providing for such lubrication. There must be no pressure lubrication fittings where their normal use would damage grease seals or other parts.
- 3.3.7 Axle capacity. Each axle will have a rated capacity, as established by the axle manufacturer, in accordance with NFPA 414.
- 3.3.8 Suspension. The suspension system will be in accordance with NFPA 414 and AC 150/5220-10, Guide Specification for Aircraft Rescue Fire Fighting (ARFF) Vehicles.
- 3.3.9 Tires and wheels. Tires and wheels will be in accordance with NFPA 414. The vehicle will be equipped with single tires and wheels at all wheel positions. The vehicle will be equipped with tubeless steel belted radial tires with non-directional on/off-road type tread mounted on disc wheel assemblies. Tire and wheel assemblies will be identical at all positions. Tires and wheels will be certified by the manufacturer for not less than 25 miles of continuous operation at 60 mph at the normal operational inflation pressure. A spare tire and wheel assembly will be provided; however, the spare tire and wheel assembly are not required to be mounted on the vehicle. The tires will be new. Retreads, recaps, or re-grooved tires will not be permitted.
- 3.3.10 Towing connections. The vehicle will be equipped with towing connections in accordance with NFPA 414. The vehicle will be designed for flat towing; the capability to lift and tow the vehicle is not required. The tow connections may intrude into the 30-degree approach angle.
- 3.3.11 Brake system. The vehicle will be equipped with a multi-channel all-wheel antilock brake system with at least one channel for each axle. The brakes will be automatic, self-adjusting and fully air actuated. Brakes will be in accordance with CFR 49 CFR 393.40 through 393.42(b), 393.43, and 393.43 through 393.52. The braking system, complete with all necessary components will include:
- a. Air compressor having a capacity of not less than 16 standard cubic feet per minute (SCFM).
 - b. Air storage reservoir(s), each tank equipped with drain (bleed) valves, and with safety and check valves between the compressor and the reservoir tank.
 - c. Automatic moisture ejector on each air storage reservoir. Manual air tank drains are acceptable if they are labeled, are centrally located in one compartment and are accessible by an individual standing at the side of the vehicle.
 - d. Automatic slack adjusters on cam brakes or internal self-adjusting brakes on wedge brakes on all axles.
 - e. Spring set parking brakes.

All components of the braking system will be installed in such a manner as to provide adequate road clearance when traveling over uneven or rough terrain, including objects liable to strike and cause damage to the brake system components. No part of the braking system will extend below the bottom of wheel rims, to ensure, in case of a flat tire, that the weight of the vehicle will be supported by the rim and the flat tire and not be imposed on any component of the braking system. Slack adjusters and air chambers will be located above the bottom edge of the axle carrier.

- 3.3.11.1 Air dryer. A replaceable cartridge desiccant air dryer will be installed in the air brake system. The dryer will have the capability of removing not less than 95 percent of the moisture in the air being dried. The dryer will have a filter to screen out oil and solid contaminants. The dryer will have an automatic self-cleaning cycle and a thermostatically controlled heater to prevent icing of the purge valve.
- 3.3.11.2 Compressed air shoreline or vehicle-mounted auxiliary air compressor. A flush mounted, check valve, auto-eject compressed air shoreline connection will be provided to maintain brake system pressure while the vehicle is not running. The shoreline will be flush mounted (not to extend outside the body line), located on the exterior of the vehicle, either on the left side rear corner of the cab, or at the rear of the vehicle. In lieu of a compressed air shoreline connection, the vehicle may be equipped with a 110-volt shoreline connected vehicle-mounted auxiliary air compressor. In lieu of a compressed air shoreline connection, the vehicle may be equipped with an electrical shoreline connected vehicle mounted auxiliary air compressor.
- 3.3.12 Steering. The vehicle will be equipped with power steering. Rear-wheel steering technology is not an approved vehicle option.
- 3.3.12.1 Steering effort. The steering system performance will be in accordance with NFPA 414.
- 3.3.12.2 Turning diameter. The fully loaded vehicle will have a wall to wall turning diameter of less than three times the overall length of the vehicle in both directions in accordance with NFPA 414.
- 3.3.13 License plate bracket. A lighted license plate bracket will be provided at the left rear and left front of the vehicle. The location of the left front bracket will be placed so as not to interfere with the operation of firefighting systems.
- 3.3.14 Vehicle Color and Stripping; Vehicle will be painted RED (No Stripping Required)
- 3.4 Cab. The vehicle will have a fully enclosed two door cab of materials which are corrosion resistant, such as aluminum, stainless steel, or glass reinforced polyester construction. Steps and handrails will be provided for all crew doors, and at least one grab handle will be provided for each crew member, located inside the cab for use while the vehicle is in motion. The lowermost step(s) will be no more than 22 inches above level ground when the vehicle is fully loaded. A tilt and telescoping steering column will be provided.
- 3.4.1 Windshield and windows. The windshield and windows will be of tinted safety glass. Each door window will be capable of being opened far enough to facilitate emergency occupant escape in the event of a vehicle accident. The vehicle window will have an electric control system.
- 3.4.2 Cab interior sound level. The maximum cab interior sound level will be in accordance with NFPA 414.
- 3.4.3 Instruments and controls. All instruments and controls will be illuminated and designed to prevent or produce windshield glare. Gauges will be provided for oil pressure, coolant temperature, and automatic transmission temperature. In addition to the instruments and

controls required by NFPA 414, the following will be provided within convenient reach of the seated driver: a.

- a. Master warning light control switch
- b. Work light switch(es), and
- c. Compartment "Door Open" warning light and intermittent alarm that sounds when a compartment door is open, and the parking brakes are released or the transmission is in any position other than neutral.

3.4.4 Windshield deluge system. The vehicle will be equipped with a powered windshield deluge system. The deluge system will be supplied from the agent water tank and will have an independent pumping system. The deluge system activation switch will be located within reach of the seated driver and turret operator.

3.4.5 Climate control system. The offeror/contractor's standard heater/defroster and air conditioning system (Fully operational) will be provided. The climate control system will induct at least 60 cubic feet per minute of fresh air into the cab. Cab mounted components will be protected from inadvertent damage by personnel.

3.4.6 Seats. The driver seat will be adjustable fore and aft and for height. The turret operator's seat, located to the right front of the driver's seat, will be a fixed (non-suspension) type. Each seat will be provided with a Type 3 seat belt assembly (i.e., 3-point retractable restraint) in accordance with CFR 49 CFR 571.209. Seat belts must be of sufficient length to accommodate crew members in full Personal Protective Equipment (PPE).

3.4.6.1 Seat options. Two types of seat options are allowed in the vehicle. A standard seat contains a hard/fixed back. For these seats, a remote-mounted bracket designed to store a Self-Contained Breathing Apparatus (SCBA) will be provided. The remote-mounted bracket for the driver and turret operator (at a minimum) must be placed outside the cab if necessary. An SCBA seat, on the other hand, contains an opening which can accommodate someone wearing an SCBA. The chart below represents the user's stated preference for the vehicle seating configuration.

Position	Standard	SCBA-Seat	N/A
Driver	X		
Turret	X		
#3	X		
#4	X		

3.4.7 Windshield wipers and washer. The vehicle will be equipped with electrically powered windshield wipers. The wiper arms and blades will be of sufficient length to clear the windshield area described by SAE J198, Windshield Wiper Systems – Trucks. Individual wiper controls will include a minimum of two speed settings and an intermittent setting. The wiper blades will automatically return to a park position, out of the line of vision. The vehicle will be equipped with a powered windshield washer system, including an electric fluid pump, a minimum one-gallon fluid container, washer nozzles mounted to the wiper arms (wet arms), and a momentary switch.

- 3.4.8 Warning signs. Signs that state "Occupants must be seated and wearing a seat belt when apparatus is in motion" will be provided in locations that are visible from each seated position in accordance with NFPA 414.
- 3.4.9 Lateral accelerometer and/or stability control system. The vehicle will be equipped with a lateral accelerometer and/or an electronic stability control system in accordance with NFPA 414.
- 3.5 Body, compartments, and equipment mounting.
- 3.5.1 Body. The vehicle will have a corrosion-resistant body.
- 3.5.2 Compartments. The vehicle body will have lighted compartments in accordance with NFPA 414 with a minimum of 10 cubic feet of enclosed storage space.
- 3.5.2.1 Compartment doors. Storage compartments will have clear anodized aluminum, counterbalanced, non-locking, roll-up or single hinged doors as determined by the manufacturer. Door latch handles on roll-up doors will be full-width bar type. Door straps will be provided to assist in closing the compartment doors when the rolled up or hinged door height exceeds six feet above the ground.
- 3.5.2.2 Scuff plates. Replaceable scuff plates will be provided at each compartment threshold to prevent body damage from sliding equipment in and out of the compartments. The scuff plates will be securely attached to the compartment threshold but will be easily replaceable in the event of damage.
- 3.5.2.3 Drip rails. Drip rails will be provided over each compartment door.
- 3.5.2.4 Shelves. An adjustable and removable compartment shelf will be provided for every 18 inches of each vertical storage compartment door opening. Shelving adjustments will require no more than common hand tools and will not require disassembly of fasteners. Shelves will support a minimum of 200 pounds without permanent deformation. Each shelf will be accessible to crew members standing on the ground or using a pull out and tip-down configuration. Each shelf will have drain holes located so as to allow for drainage of any water from the stowed equipment.
- 3.5.2.5 Drainage mats. Each compartment floor and shelf will be covered with a removable black mat designed to allow for drainage of any water from the stowed equipment.
- 3.5.3 Ladder, handrails, and walkways. Ladder, stepping, standing, and walking surfaces will be in accordance with NFPA 414. Handrails will be provided in accordance with NFPA 414. The lowermost step(s) or ladder rungs will be no more than 22 inches (56 cm) above level ground when the vehicle is fully loaded. The lowermost steps may extend below the angle of approach or departure or ground clearance limits if they are designed to swing clear. The tread of the bottom steps must be at least 8 inches (20 cm) in width and succeeding steps at least 16 inches (40 cm) in width. The full width of all steps must have at least 6 inches (15 cm) of unobstructed tow room or depth when measured from, and perpendicular to, the front edge of the weight-bearing surface of the step.

3.5.4 Ancillary equipment. Ancillary equipment listed in NFPA 414 A.4.2.1 (1)-(17) is not covered by the Procurement Specification in accordance with AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. Ancillary equipment is funded separately by other sources.

NOTE: Equipment funding will be obtained as a separate contact under the provisions of AC 150/5210-

14. Aircraft Rescue and Fire Fighting Equipment, Tools, and Clothing.

3.6 Agent system.

3.6.1 Agent (fire) pump. The vehicle will be equipped with a centrifugal pump capable of providing the performance specified herein as prescribed by NFPA 414.

3.6.1.1 Agent system piping. All piping, couplings, valves, and associated components that come into contact with the agent will be in accordance with NFPA 414.

3.6.1.2 Tank to pump connection. A check valve and shutoff valve will be provided in each tank to pump line.

3.6.1.3 Piping, couplings, and valves. All agent system piping will conform to NFPA 414 criteria.

3.6.1.4 Overheat protection. The agent system will be equipped with an overheat protection system in accordance with NFPA 414. Overheat protection is not required on vehicles utilizing a pre-mixed pressurized foam system.

3.6.1.5 Pressure relief valves. The agent system will be equipped with pressure relief valves in accordance with NFPA 414.

3.6.1.6 Drains. The agent system will be equipped with a drainage system in accordance with NFPA 414.

3.6.2 Water tank. The vehicle will have a water tank with a manufacturer certified minimum capacity of 1000+ gallons.

3.6.2.1 Water tank construction. The water tank will be constructed of passivated stainless steel, polypropylene, or Glass Reinforced Polyester (GRP) construction. All materials used will be capable of storing water, foam concentrate, and water/AFFF solutions.

3.6.3 The water tank overhead fill cover and drain. The water tank will be equipped with a 20- inch fill tower. The tower will be designed to allow for video inspection of the water tank interior. The water tank will incorporate a drainage system in accordance with NFPA 414.

3.6.3.1 Water tank overflow system and venting. The water tank will incorporate a venting system to relieve pressure on the tank during fill and discharge operations at maximum flow rates. It will have an overflow system to relieve excess fluid in the event of tank overflow.

3.6.3.2 Water tank top fill opening. A top fill opening of not less than 8 inches internal diameter with a readily removable ¼ inch mesh strainer will be provided. The fill opening may be incorporated as part of the manhole cover and will be sized to accommodate a 2 ½ inch fill hose.

3.6.3.3 Water tank fill connection. The water tank will incorporate National Hose thread connections and will be in accordance with NFPA 414. If the vehicle is fitted with the “structural firefighting capability option.”

3.6.4 Foam system.

3.6.4.1 Foam concentrate tank. The foam concentrate tank(s) will have a manufacturer certified working capacity sufficient for two tanks of water (130+ Gallon Foam Tank) at the maximum tolerance specified in NFPA 412, Standard for Evaluating Aircraft Rescue and Fire-Fighting Foam Equipment for 3 to 6 percent foam concentrate.

3.6.4.1.1 Foam tank construction. The foam tank will be constructed of passivated stainless steel, polypropylene, or GRP construction. All materials used will be capable of storing foam concentrate.

3.6.4.1.2 Foam tank drain. The foam tank will incorporate a drain and drain valve. The valve will be on the left side of the vehicle and controlled by a crew member standing on the ground. The drain line will have a minimum 1 ½ inch I.D. The foam tank drain outlet will be located so that the contents of the tank can be drained into 5-gallon cans and 55-gallon drums.

3.6.4.1.3 Foam tank top fill trough. The foam tank will incorporate a top fill trough mounted in the top of the tank readily accessible to at least two crew members on top of the vehicle. The top fill trough will incorporate a cover, latch, and sealed so as to prevent spillage under any operating condition. The top fill trough will be designed to allow two standard 5-gallon foam concentrate containers to be emptied simultaneously. The top fill trough neck will extend sufficiently close to the bottom of the tank to reduce foaming to a minimum during the fill operation. The top fill trough will incorporate readily removable, rigidly constructed 10 mesh stainless steel, brass, or polyethylene strainers. All components in and around the top fill trough will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentration or water.

3.6.4.2 Foam tank fill connections. The foam tank will incorporate a 1.5-inch National Hose thread female hose connection on **driver sides** of the vehicle to permit filling by an external transfer hose at flow rates up to 25-gpm. The connections will be provided with chained-on long handled plugs or rocker lug plugs. The top of the connections will be no higher than 48 inches above the ground and readily accessible. The fill lines will incorporate check valves and readily removable, rigidly constructed. ¼ inch mesh strainers. All components in the foam tank fill system will be constructed of materials that resist all forms of deterioration that could be caused by the foam concentrate or water.

3.6.4.2.1 Foam tank vent and overflow system. The foam tank will incorporate a vent system to relieve pressure on the tank during fill and discharge operations at maximum flow rates and an overflow system to relieve excess liquid in the event of tank overflow. Drainage from the

vent and overflow system will not be in front of or behind any of the tires. Tank vent hoses will be of the non-collapsible type.

3.6.4.3 Foam transfer pump. A foam transfer pump will be provided and mounted in a compartment on the vehicle. The pump will be capable of transferring and drawing foam liquid concentrate at adjustable flow rates up to 25-gpm directly through the pump and loading connections (see 3.6.3.2). All materials and components that come in contact with the foam will be compatible with the foam concentrate. The pump and its plumbing will have provisions for flushing with water from the water tank. A suitable length of hose with appropriate connections will be provided for filling the foam tank from an external foam storage container.

3.6.4.4 Foam flushing system. The foam concentrate system will be designed in accordance with NFPA 414 so that the system can be readily flushed with clear water.

3.6.4.5 Foam concentrates piping. All metallic surfaces of the piping and associated components that come into contact with the foam concentrate will be of brass, bronze, or passivated stainless steel. The foam concentrate piping will be in accordance with NFPA 414.

3.6.5 Foam proportioning system. The vehicle will have a foam proportioning system for Aqueous Film-Forming Foam (AFFF) (whether 3- or 6-percent foam concentrate) in accordance with NFPA 414. If a fixed orifice plate system is used, a plate will be provided for each percentage foam concentrate; the additional plate will be securely mounted in a protected location on the vehicle. A fire vehicle mechanic will be able to interchange the plates using common hand tools.

3.6.6 Primary vehicle turret. The vehicle will be equipped with a standard roof-mounted turret, high reach extendable turret, and/or high flow bumper mounted turret to serve as the primary source of agent delivery, as specified below:

3.6.5.1 Roof turret. The roof turret will be mounted near the front of the roof of the vehicle. It will have a non-air aspirating, constant flow, variable stream nozzle with dual flow rates for foam or water related as specified in NFPA 414. The discharge pattern will be infinitely variable from straight stream to full dispersed. The roof turret must be electronic, power operated: power controls will be positioned for use by the driver and crew members seated to the right of the driver. The type of nozzle or turret drain will be per the manufacturer's recommendation.

3.6.6 Bumper turret. The vehicle will be equipped with a joystick controlled, constant flow, non-air-aspirating, variable stream type and must also be electronic;

Low angle high volume dual rate (minimum 375/750 GPM) bumper turret.

The bumper turret will be capable of discharging at a minimum flow rate of foam or water as specified by the user, with a pattern infinitely variable from straight stream to fully dispersed. The bumper turret will be capable of automatic oscillation, with the range of oscillation adjustable up to 90° each side of center (left and right) with vertical travel capabilities of +45° / -20° meeting section 4.20.2 in NFPA 414

3.6.7 A Water/Foam 1 Inch Booster Line hose reel. A hose reel equipped with at least 100 feet of hard 1 inch diameter fire hose will be mounted in a compartment on the left-hand side. Handline agent and purge controls will be mounted in or adjacent to the compartment. All

electrical components will be sealed against entry of water. The hose reel will have both electric and manual rewind provisions. The manual rewind handle will be bracket mounted and stored in the compartment. A quick acting control will be provided to activate the control from within the compartment.

3.6.8 Structural Firefighting capability. The vehicle will be equipped with an agent system structural control panel on the left side of the vehicle, operable while standing on the ground. Structural panel activation will be interlocked to operate only with the vehicle parking brakes set and the transmission in neutral position. Controls and instruments will be grouped by function. The control panel will be hinged or accessible from the rear for maintenance. Instruments will be lit for day/night operations.

3.6.8.1 The structural panel will include, as a minimum the following:

3.6.8.1.1 Panel activation switch, including the panel light

3.6.8.1.2 Engine tachometer

3.6.8.1.3 Engine oil pressure gauge

3.6.8.1.4 Engine coolant temperature gauge

3.6.8.1.5 A liquid filled gauge, or digital indicator for pump suction, -30 inches Hg vacuum to 600 psi.

3.6.8.1.6 A liquid filled gauge, or digital indicator for pump pressure, 0 to 600 psi.

3.6.8.1.7 An adjustable pump pressure using either an electronic pressure governor or manual control with a relief valve will be provided.

3.6.8.1.8 Foam or water selection.

3.6.8.1.9 The structural firefighting capability will also require installation of the following items:

3.6.8.1.9.1 A priming pump and control (for drafting using the large intake connection).

3.6.8.2 Water tank isolation valve

3.6.8.2.1.1 Discharge connections. Two 2 ½-inch discharge connections with male National Hose threads will be provided. Each connection will be equipped with a cap, a lever control valve, a bleeder valve, and each connection will be equipped with a cap, a level control valve, a bleeder valve, and a pressure gauge. Each connection will be rated at 250-gpm minimum.

3.6.8.2.1.2 Intake connections. The vehicle will be equipped with one valved 4 ½-inch intake connection on the left side. The vehicle will be equipped with one valved 2 ½-inch intake connection on the left side. The vehicle will be equipped with one valved 2 ½-inch intake connection on the left side adjacent to the 4 ½-inch intake connection with both having either a 30° or 45° turn-down fitting.

3.6.8.2.1.3 The 4½-inch intake connection will have male National Hose threads, a quarter turn control valve, a bleeder valve, a strainer, and a cap. The 2 ½-inch intake connection will have rocker lug female National Hose threads, a quarter-turn control valve, a bleeder valve, a strainer, and a plug. The vehicle

will be capable of filling its water tank by pumping from a draft, a hydrant, or a nurse truck through either of the intake connections without the use of a hose from a discharge connection to a tank fill connection.

3.7 Dry chemical agent system. The vehicle will be equipped with a 500 lb minimum capacity potassium bicarbonate based dry chemical agent system. The propellant gas cylinder will be secured to withstand off road operations. **The Nito bottle must accompany the vehicle.** A pressure indicator will be visible to any person opening the tank fill cap. Blow down piping will be directed beneath the vehicle. The dry chemical agent tank shall include lifting rings and have a name place indicating as a minimum, the following:

- Extinguishing agent
- Capacity
- Weight Full
- Weight Empty
- Operating Pressure
- Hydrostatic test date
- Type of agent required for re-servicing.

3.7.1 Not applicable

3.7.2 Dry chemical hose reel. A reel equipped with at least 100 feet of dry chemical hose will be mounted in a compartment. Handline agent and purge controls will be mounted adjacent to the compartment. All electrical components will be sealed against entry of water. The hose reel will have both electric and manual rewind provisions. The manual rewind handle will be bracket mounted and stored in the compartment. A quick acting control will be provided to activate the handline from the cab of the vehicle or the compartment.

3.8 Not applicable

3.9 **Electrical systems and warning devices.** The vehicle will have a 12-volt or 24-volt electrical and starting system in accordance with NFPA 414.

3.9.1 Alternator. An appropriate charging system, in accordance with NFPA 414, will be provided. The minimum continuous electrical load will include operation of the air conditioning system.

3.9.2 Batteries. Batteries will be of the maintenance-free type; addition of water will not be required during normal service life. The battery cover and vent system will be designed to prevent electrolyte loss during service and to keep the top of the battery free from electrolyte.

3.9.2.1 Battery compartment. The batteries will be enclosed in a weatherproof enclosure, cover, or compartment and be readily accessible.

3.9.3 Battery charger or conditioner. The vehicle will have a DC taper type battery charger or an automatic battery conditioner, or voltage monitoring system, providing a minimum 12 amp

output. The charger/conditioner will be permanently mounted on the vehicle in a properly ventilated, accessible location. The charger/conditioner will be powered from the electrical shoreline receptacle (see 3.10.1). A charging indicator will be installed next to the receptacle. When a battery conditioner is provided, the conditioner will monitor the battery's state of charge and, as necessary, automatically charge or maintain the batteries without gassing, depleting fluid level, overheating, or overcharging. A slave receptacle will be provided at the rear or on either side of the vehicle cab. Battery jump studs may be installed on the exterior of the battery box in lieu of a slave receptacle.

3.9.4 Electromagnetic interference. The vehicle electrical system will be in accordance with SAE J551-2 for electromagnetic interference.

3.9.5 Work lighting.

3.9.5.1 Cab interior lights. Cab interior light levels will be sufficient for reading maps or manuals. At least one red and one white cab interior dome light will be provided.

3.9.5.2 Compartment lights. White lighting sufficient to provide an average minimum illumination of 1.0 foot-candle will be provided in each compartment greater than 4.0 cubic feet and having an opening greater than 144 square inches. Where a shelf is provided, illumination will be provided both above and below the shelf. All compartments will be provided with weatherproof lights that are switched to automatically illuminate when compartment doors are opened, and the vehicle master switch is in the 'on' position. Light switches will be of the magnetic (non-mechanical) type.

3.9.5.3 Ladder, step, walkway, and area lights. Non-glare white or amber lighting will be provided at ladders and access steps where personnel work or climb during night operations. In addition, ground lighting will be provided. Ground lights will be activated when the parking brake is set in accordance with AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles. These area lights will be controlled with three-way switches on the cab instrument panel and near the light source. The switch located in the cab will be a master switch and must be turned on before auxiliary switches near the light sources are operational.

3.9.5.4 Spot/Floodlights. Two spot/floodlights will be attached at the end of the primary turret or at the end of the HRET assembly. The lights will illuminate the area covered by the turret. Both lights will be controlled by switches in the cab. **LED** lights will be used.

3.9.5.5 Scene lights. A total of five mounted floodlights will be provided to illuminate the work areas around the vehicle. One will be mounted on the front and two on each side of the vehicle. The lights will be powered by the vehicles alternator driven system or auxiliary generator, and the lights in the front will be controlled from switcher in the cab. **LED** light will be used.

3.9.6 Audible warning devices.

3.9.6.1 Siren. The vehicle will be equipped with an electronic siren system. The amplifier unit will include volume control and selection of "Radio", "PA", "Manual", "Yelp", "Wail", and "Hi-Lo" (European) modes, and a magnetic noise canceling microphone. The amplifier, microphone, and

controls will be within reach of the driver and the turret operator. Siren activating foot switches will be located in front of the driver and the turret operator. The siren speaker will be rated at 100 watts minimum and will be located in a guarded position as low and as far forward on the vehicle as practical.

3.9.6.2 Horn. Dual forward-facing air horns will be installed in protected locations near the front of the vehicle. Air horn activating foot switches will be located in front of the driver and the turret operator.

3.9.7 Emergency warning lights. All emergency warning lights must meet the requirements of AC 150/5210-5. Where applicable **LED** lights will be used as the primary light type. Lighting units will be installed on the top front, sides, and rear of the vehicle to provide 360° visibility. A switch will be provided on the instrument panel to control all of the top, side, front and rear emergency warning lights. A switch will also be provided on the instrument panel to disable all lower emergency warning lights when desired. All lighting systems will meet NFPA 414 emergency lighting criteria.

3.9.7.1 Emergency warning light color. All emergency warning lights will meet the requirements of AC 150/5210-5.

3.9.7.2 Headlight flashing system. A high beam, alternating/flashing, headlight system will be provided. The headlight flasher will be separately switched from the warning light panel. All emergency warning lights will meet the requirements of AC 150/5210-5.

3.9.8 Radio circuit. The vehicle will have three separate 30-amp circuits with breakers and connections provided in a space adjacent to the driver and turret operator for installation of radios and other communications equipment after the vehicle has been delivered. To facilitate the installation of the communications equipment the manufacturer will provide three antennas pre-installed on top of the cab. ***Radios are an airport responsibility and not part of this specification.***

3.9.9 Power receptacles.

3.9.9.1 Primary power receptacles. The vehicle will have two duplex 15-amp 110-volt power receptacles, one installed adjacent to the cab door on each side of the vehicle. Each duplex receptacle will include one straight blade and one twist-lock connection. These outlets will be powered by the generator.

3.9.9.2 Auxiliary power receptacle. The vehicle will have 2 12 Volt auxiliary power receptacle mounted on the rear pumper and also a slave connection for jump starting the vehicle.

3.10 Line voltage electrical system

3.10.1 Electrical shoreline connection. The battery charger/conditioner will be powered from a covered polarized insulated labeled recessed (flush mounted) male, 110-volt AC auto eject receptacle. The connection will be located on the exterior of the vehicle at the rear or on the driver's side of the cab.

3.11 Not Applicable

3.12 Quality of Workmanship. The vehicle, including all parts and accessories, will be fabricated in a thorough workmanlike manner. Particular attention will be given to freedom from blemishes, burrs, defects, and sharp edges; accuracy of dimensions, radii of fillets, and marking of parts and assemblies; thoroughness of welding, brazing, soldering, riveting, and painting; alignment of parts; tightness of fasteners; etc. The vehicle will be thoroughly cleaned of all foreign matter.

4 PRODUCT CONFORMANCE PROVISIONS

4.1 Classification of Inspections. The inspection requirements specified herein are classified as follows:

- a. Performance inspection (see 4.2)
- b. Conformance inspection (see 4.3)

4.2 Performance inspection. The vehicle will be subjected to the examinations and tests described in 5.6.3.5 (if applicable). The contractor will provide or arrange for all test equipment, personnel, schedule, and facilities.

4.3 Conformance inspection. The vehicle will be subjected to the examinations and tests described in 5.6.3.1 through 5.6.3.5 (if applicable). The contractor will provide or arrange for all test equipment, personnel, and facilities.

4.4 Product conformance. The products provided will meet the performance characteristics of this PS, conform to the producer's own drawings, specifications, standards, and quality assurance practices, and be the same product offered for sale in the commercial marketplace. The purchaser reserves the right to require proof of such conformance.

4.5 Technical proposal. The offeror/contractor will provide an itemized technical proposal that describes how the proposed model complies with each characteristic of this PS; a paragraph-by-paragraph response to the characteristics section of this PS will be provided. The offeror/contractor will provide two copies of their commercial descriptive catalogs with their offer as supporting reference to the itemized technical proposal. The offeror/contractor will identify all modifications made to their commercial model in order to comply with the requirements herein. The vehicle furnished will comply with the "commercial item" definition of FAR 2.101 as of the date of award. The purchaser reserves the right to require the offeror/contractor to prove that their product complies with the referenced commerciality requirements and each conformance/performance characteristics of this PS.

4.6 Inspection requirements.

4.6.1 General inspection requirements. Apparatus used in conjunction with the inspections specified herein will be laboratory precision type, calibrated at proper intervals to ensure laboratory accuracy.

NFPA 414 Paragraph	Test
Production Vehicle Operational Test (NFPA 414 – Section 6.4)	
(6.4.1)	Vehicle Testing, Side Slope
(6.4.2)	Weight/Weight Distribution
(6.4.3)	Acceleration. NOTE: <i>With the modification that the instrumentation must be a GPS-based electronic data collection system.</i>
(6.4.4)	Top Speed
(6.4.5)	Brake Operational Test
(6.4.6)	Air System / Air Compressor Test
(6.4.7)	Agent Discharge Pumping Test
(6.4.8)	Dual Pumping System Test (As Applicable)
(6.4.9)	Pump and Maneuver Test
(6.4.10)	Hydrostatic Pressure Test
(6.4.11)	Foam Concentrate Test
(6.4.12)	Primary Turret Flow Rate Test
(6.4.13)	Piercing/Penetration Nozzle Testing (As Applicable)
Prototype Vehicle Test (NFPA 414-Section 6.3)	
(6.3.1)	Rated Water and Foam Tank Capacity Test
(6.3.2)	Cornering Stability. NOTE: <i>With the modification that the evasive maneuver / double-lane change test must be conducted at 35 mph (56 kph).</i>
(6.3.3)	Vehicle Dimensions
(6.3.4)	Driver Vision Measurement
(6.3.5)	Pump and Roll on a 40 Percent Grade
(6.3.6)	Electrical Charging System
(6.3.7)	Radio Suppression
(6.3.8)	Gradability Test
(6.3.9)	Body and Chassis Flexibility Test
(6.3.10)	Service/Emergency Brake Test
(6.3.11)	Service/Emergency Brake Grade Holding Test
(6.3.12)	Steering Control Test
(6.3.13)	Vehicle Clearance Circle Test
(6.3.14)	Agent Pump(s)/Tank Vent Discharge Test
(6.3.15)	Water Tank Fill and Overflow Test
(6.3.16)	Flushing System Test
(6.3.17)	Primary Turret Flow Rate Test
(6.3.18)	Primary Turret Pattern Test
(6.3.19)	Primary Turret Control Force Measurement
(6.3.20)	Primary Turret Articulation Test
(6.3.21)	Handline Nozzle Flow Rate Test
(6.3.22)	Handline Nozzle Pattern Test
(6.3.23)	Ground Sweep/Bumper Turret Flow Rate
(6.3.24)	Ground Sweep/Bumper Turret Pattern Control Test
(6.3.25)	Undertruck Nozzle Test (N/A)

(6.3.26)	Foam Concentration/Foam Quality Test
(6.3.27)	Warning Siren Test
(6.3.28)	Propellant Gas
(6.3.29)	Pressure Regulation
(6.3.30)	AFFF Premix Piping and Valves
(6.3.31)	Pressurized Agent Purging and Venting
(6.3.32)	Complementary Agent Handline Flow Rate and Range
(6.3.33)	Dry Chemical Turret Flow Rate and Range
(6.3.34)	Cab Interior Noise Test

5 Packaging.

- 5.1 Preservation, packing, and marking will be as specified in the Procurement Specification, contract, or delivery order.
- 5.2 The Vehicle must be delivered with full operational quantities of lubricants, brake, and hydraulic fluids, and cooling system fluid, all of which must be suitable for use in the temperature range expected at the airport.
- 5.3 The vehicle must be delivered with one complete load of firefighting agents and propellants. One complete load is defined as all of the agents and propellants necessary for the vehicle to be fully operational. One load would include, at a minimum: one fill of a foam tank; one fill of a dry chemical tank (if applicable); one fill of a halogenated tank (if applicable); one spare nitrogen cylinder for a dry chemical system (if applicable); and one spare argon cylinder for a halogenated system (if applicable). Agents and propellants for required testing or training are not included. For the initial training period, water should be used in place of other extinguishing agents. The manufacturer may pre-ship agents and propellants to a receiving airport to reduce overall procurement costs.
- 5.4 The vehicle manufacturer must provide initial adjustments to the vehicle for operational readiness and mount any ancillary appliances purchased through the vehicle manufacturer as part of the vehicle.

6 TRAINING.

- 6.1 Upon delivery of the vehicle to the airport, the manufacturer must, at no additional cost, provide the services of a qualified technician for two (2) four-hour days for training. This is considered sufficient time for the purchaser to adjust shift work schedules to get maximum employee attendance to training sessions at some point during the training period. During this time sufficient repetitive learning opportunities must be provided by the manufacturer to allow various shifts to complete the training requirements.
- 6.2 The technician must provide thorough instruction in the use, operation, maintenance, and testing of the vehicle. This setup must include operator training for the primary operators, which will give them sufficient knowledge to train other personnel in the functional use of all firefighting and vehicle operating systems. Prior to leaving the vehicle, the technician should review the

maintenance instructions with the purchaser's personnel to acquaint them with maintenance procedures as well as how to obtain support services for the vehicle.

- 6.3 Training must include written operating instructions, electronic training aids (video/power point), or other graphics that depict the step-by-step operation of the vehicle. Written instructions must include materials that can be used to train subsequent new operators.

7 REFERENCE DOCUMENTS.

7.1 Source of documents.

- 8.1.1 The CFR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402.

Title 14, Code of Federal Regulations (CFR), Part 139, Certification of Airports (14 CFR Part 139) Section 139.315 Aircraft Rescue and Firefighting: Index Determination.
Section 139.317 Aircraft Rescue and Firefighting: Equipment and Agents.
Section 139.319 Aircraft Rescue and Firefighting: Operational Requirements.

Title 49; Code of Federal Regulations (CFR), Part 393: Parts and Accessories Necessary for Safe Operation: Subpart C – Brakes.

Title 49; Code of Federal Regulations (CFR), Part 571, Motor Carrier Vehicle Safety Standards, Part 209, Standard No. 209; Seat Belt Assemblies.

- 8.1.2 SAE documents may be obtained from SAE, Inc., 400 Commonwealth Drive, Warrendale PA 15096.

- 8.1.3 National Fire Protection Association (NFPA): NFPA documents may be obtained from NFPA, Batterymarch Park, Quincy MA 02269-9101.

NFPA 412, Standard for Evaluating Aircraft Rescue and Fire Fighting Foam Equipment (2009 Edition)

NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles (2007 Edition) NFPA 1901, Standard for Automotive Fire Apparatus (2009 Edition)

- 8.1.4 Federal Aviation Administration (FAA): FAA ACs may be obtained from the FAA website: http://www.faa.gov/regulations_policies/advisory_circulars/.

AC 150/5220-10, Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles

AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airport

AA Orders, Specifications, and Drawings may be obtained from: Federal Aviation Administration, ATO- W CM-NAS Documentation, Control Center, 800 Independence Avenue, SW, Washington, DC 20591.

Telephone: (202) 548-5256, FAX: (202) 548-5501 and website:

http://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/cm_documentation/

AGENDA

ITEM # 11

Minutes of the 08.21.2023; 08.30.2023; 09.05.2023;
09.18.2023 and 10.02.2023 Meetings



**JASPER COUNTY COUNCIL
WORKSHOP AND**

COUNCIL MEETING

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

Monday, August 21, 2023

MINUTES

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

Staff Present: County Administrator Andrew Fulghum, Deputy Clerk to Council, Tisha Williams,
County Attorney David Tedder, Kimberly Burgess, Russell Wells, Danny Lucas and Videographer Jonathan
Dunham.

1. Call to Order:

Chairman Sauls called the 5pm Council Meeting to order, no workshop was held and the Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification*

2. Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – Jasper Animal Rescue Mission (JARM) Lease; Intergovernmental Agreement (IGA) with City of Hardeeville for funding of Workforce Training Program; Memorandum of Understanding (MOU) with Beaufort, Colleton and Hampton Counties for Regional Jail Study; Litigation Update – Ball v. Jasper County, Haina v. Jasper County, Jasper County v. Western Suety Company and Denise Smith, Davis v. Jasper County; Tax Map# 062-00-03-056, Tax Map# 063-26-14-002, Tax Map# 063-26-14-001 and Tax Map# 067-00-01-010; Prayer at Meetings; Airport Matters - Heddings

(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 – Projects Slab, Water, Ice, Deepwater and Gelato

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.

Open Session convened and began at 6:42PM.

Motion to return to Open Session: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

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

Motion to move to authorize the Administrator to attempt to reach a resolution in the Davis VS Jasper County matter within the parameters discussed in Executive Session: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

4. Pledge of Allegiance and Invocation:

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

5. Discussion of Consent Agenda and Agenda Items:

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion carried.

6. Approval of Agenda:

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion carried.

CITIZEN COMMENTS

7. 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.

Diane Bostick – Topic - Auditor Complaint

PRESENTATIONS AND PROCLAMATIONS

8. **David Tedder** – Proclamation for the 2023 Gullah Geechee Nation Appreciation Week to Queen Quet.

Chairman Sauls read and presented this proclamation along with Council to Queen Quet for the recognition of the 2023 Gullah Geechee Nation Appreciation Week.

9. **M.B. Kahn** – Presentation for Coosawhatchie Community Center and Fire Station Project

Ms. Maggie Dittmar, Mr. Bill Ramsey and Ms. Margaret Rush presented their presentation for the for Coosawhatchie Community Center and Fire Station Project's to Council.

RESOLUTIONS

10. **David Tedder** – Consideration of Resolution #R-2023-14 to Approve and Adopt an Intergovernmental Agreement between Jasper County and the City of Hardeeville (Workforce Training Program).

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion carried.

11. **David Tedder** – Consideration of Resolution #R-2023-15 to Provide Approval of the Revised Legal Description for a Fee in Lieu of Taxes Agreement between Jasper County and CP Hardeeville, LLC Dated February 22, 2022.

Motion to approve: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion carried.

12. **David Tedder** – Consideration of Resolution #R-2023-16 Appointing a Litter Control/Codes Enforcement Officer for the Proper Security, General Welfare and Convenience of Jasper County

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion carried.

13. Kim Burgess – Consideration of Resolution #R-2023-17 Authorizing the Commitment of Funds for Use by the Jasper County 250 Committee to be Paid From Local Accommodations

Councilman Kemp Recused himself (written statement provided).

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion carried.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

14. Russell Wells – Consideration of the 3rd reading of Ordinance #O-2023-12 Amending Chapter 9, *CIVIL EMERGENCIES*, by creating new Divisions, adopting restrictions and conditions regarding open burning of vegetation, leaves, and other materials, and matters related thereto. (1st reading 05.15.2023; 2nd reading 07.17.2023)

Motion to approve: Councilman Kemp

Second: Vice Chairwoman Clark

Vote:

Chairman Sauls: No

Councilman Adkins: No

Councilman Kemp: Yes

Vice Chairwoman Clark: Yes

There was a tie vote, so the motion did not pass.

15. Lisa Wagner - Public hearing and consideration of the 2nd reading of Ordinance #O-2023-14 to amend the Official Zoning Map of Jasper County so as to transfer three (3) properties located along Honey Hill Road, bearing Jasper County Tax Map Numbers: 029-00-02-028, a 6-acre portion as shown on the attached exhibit; 029-00-02-079; and 029-00-02-086, from the Rural Preservation Zone to the Community Commercial Zone, and one (1) property located along Honey Hill Road bearing Jasper County Tax Map Number 029-00-02-061 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map. (1st reading 07.17.2023)

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion carried.

16. Lisa Wagner - Consideration of 1st reading of an ordinance To Amend Article 6:1 – Table 1, *Use Regulations*; Article 7:3 – Table 1, *Schedule of Lot Area, Yard, Setback, and Density*; Article 11:7, *Industry Specific Conditional Use Regulations*, Sections 11:7.31, *Duplexes*; 11:7.32 *Townhouses*; and 11:7.33, *Patio Homes* of the Jasper County Zoning Ordinance, to remove duplexes, townhouses, and patio homes as a

conditional use from certain Zoning Districts, add conditional use requirements, increase the setback requirements and reduce the allowed density for duplexes, townhomes, and patio homes.

Motion to approve: Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion carried.

17. John Kemp – Consideration of **1st reading** of an ordinance To establish a Board of Parks and Recreation for Jasper County, South Carolina by adopting a new, Chapter 2, Article IV, Division 4 in the Jasper County Code of Ordinances.

Motion to approve: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion carried.

Motion to reconsider Item # 14. Russell Wells – Consideration of the **3rd reading** of Ordinance **#O-2023-12** Amending Chapter 9, *CIVIL EMERGENCIES*, by creating new Divisions, adopting restrictions and conditions regarding open burning of vegetation, leaves, and other materials, and matters related thereto. (**1st reading 05.15.2023; 2nd reading 07.17.2023**) : Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion for reconsideration passed.

Motion to table item # 14. **Russell Wells** – Consideration of the **3rd reading** of Ordinance **#O-2023-12** Amending Chapter 9, *CIVIL EMERGENCIES*, by creating new Divisions, adopting restrictions and conditions regarding open burning of vegetation, leaves, and other materials, and matters related thereto. (**1st reading 05.15.2023; 2nd reading 07.17.2023**) until the next meeting: Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion for reconsideration passed.

18. Kim Burgess – Consideration of **1st reading** of an ordinance to Amend Jasper County Ordinance O-2022-17 for Fiscal Year 2023 Jasper County Budget to Provide for Amendments to the Budget and to Carryover Approved Lapsing Funds to Fiscal Year 2024, and to Amend Jasper County Ordinance O-2023-09 for Fiscal Year 2024 Jasper County Budget to Provide for Amendments to the Budget Lapsing Funds from Fiscal Year 2023 and to Correct an Error in Section 2 of the Budget Regarding a Mathematical Error. *Clark – Y, Adkins – Y, Sauls – Y*

Motion to approve: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion carried.

19. Wanda Simmons - Request and consideration of the reappointment as requested by Mary Lou Franzoni for Mr. Charles Mitchell Jr. to be re-appointed as the Jasper County Representative to the Lowcountry Regional Transportation Authority Board of Directors for a term of 3 years.

Mr. Fulghum presented this request and noted that in the packet had been provided by Clerk to Council Wanda Simmons. A letter from Mary Lou Franzoni was in the agenda e-packet requesting the reappointment of Mr. Charles Mitchell Jr.

Motion to approve: Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion carried.

20. Wanda Simmons - Request and consideration for an appointment to the Board of Zoning Appeals.

Mr. Fulghum presented this request and noted that the information in the packet had been provided by Clerk to Council Wanda Simmons. Ms. Frances M. Chalmers had submitted an application to be a member of the Board of Zoning Appeals. Staff recommended the approval of her application for this board as the newest member to the BZA.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion carried.

21. Wanda Simmons - Request and consideration of the Council Appointments to the Airport Commission.

Mr. Fulghum presented this request and noted that the information in the packet had been provided by Clerk to Council Wanda Simmons. Chairman Sauls noted that Councilman Garbade was not present, but had advanced a name as his appointee. Mr. Fulghum noted that Councilman Garbade advanced Mr. Richard Dean.

Appointees:

Avery Cleland

Steven Alston

Richard Dean

Baylor O’Cain

James Williams

Appointment Made By:

Chairman Sauls

Vice Chairwoman Clark

Councilman Garbade

Councilman Kemp

Councilman Adkins

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous
The motion carried.

22. Wanda Simmons - Request and consideration of the Council Appointments to the Levy Fire Protection District Board.

Mr. Fulghum presented this request and noted that the information in the packet had been provided by Clerk to Council Wanda Simmons.

Appointees:

Patrick Dantzler
Michael Shannon Saxon
Chad Scott

Appointment Made By:

Chairman Sauls
Councilman Kemp
Councilman Garbade (was not present for the meeting, but Chairman Sauls noted Councilman Garbade's appointment was Mr. Chad Scott)
Councilman Adkins
Vice Chairwoman Clark

No appointment (made at this time)
No appointment (made at this time)

Mr. Fulghum noted that 2 members must be former Board Members of the Levy Fire Department Board. Chairman Sauls said that since Vice Chairwoman Clark and Councilman Adkins still had appointments to make that could be former Board Members.

Motion to approve off the three names submitted: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion carried.

23. Administrator's Report: Mr. Fulghum said most of his information was informational and there were no Action Items for Council in the Administrator's Report. He and Council thanked Ms. Tisha Williams for standing in for Clerk to Council Wanda Simmons. He also noted that in July that Mr. Tedder had been elected as President to the SC Association of Attorneys.

CONSENT AGENDA

Motion to approve the Consent Agenda: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion carried.

24. Russell Wells - Consideration of the Sourcewell Cooperative purchase of the Generator for Firetower Road Fire Station in the amount of \$105,427.00. (This was approved in the FY 23-24 budget, however contract exceeds authority of the Administrator).

25. **Kim Burgess** – Consideration of Change Order Number 8 from C. Merrill Construction Company Inc., for Marsh Cove Fire Station in the amount of \$81,421.00

26. Approval of the Minutes of May 1, 2023.

END OF CONSENT AGENDA

27. Council Members Comments:

Councilmember Comments were given but there were no comments that required action.

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

Item II. – There was no need to return to Executive Session for this meeting. For additional information on this meeting please visit our website for the E-Packet or for the video go to

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

29. Adjournment:

Motion to Adjourn: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The meeting adjourned at 8:07pm.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman



JASPER COUNTY COUNCIL
SPECIAL EMERGENCY
VIRTUAL MEETING
Jasper County Clementa C. Pinckney
Government Building
358 THIRD AVENUE RIDGELAND, SC 29936
AUGUST 30, 2023
MINUTES

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

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Chief Russell Wells, and Videographer Jonathan Dunham.

Chairman Sauls called the 11am Council Meeting to order and the Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.* The Pledge of Allegiance was given, ;and the Invocation was led by Vice Chairwoman Clark.

I. Chief Russell Wells – Hurricane Idalia Update

Chief Wells gave an update on Hurricane Idalia to Council and staff. He noted that the Hurricane had made landfall as a Category 3 Hurricane.

II. Resolution/Proclamation

David Tedder - RESOLUTION/PROCLAMATION DECLARING STATE OF EMERGENCY IN JASPER COUNTY DUE TO HURRICANE IDALIA

Motion to approve: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Adjourn

For additional information on this meeting please visit our website for the E-Packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA .

Motion to adjourn: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Respectfully submitted:

Wanda H. Giles, Clerk to Council

L. Martin Sauls IV, Chairman



JASPER COUNTY COUNCIL COUNCIL MEETING

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

Tuesday, September 5, 2023

MINUTES

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

Staff Present: County Administrator Andrew Fulghum, Clerk to Council, Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Chief Russell Wells, Danny Lucas and Videographer Jonathan Dunham.

Chairman Sauls called the 5:30pm Council Meeting to order and the Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

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 – [Levy Fire Protection District Board](#)

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [Litigation Update – Davis v. Jasper County; Airport Matters – Hangar Leases; Contract Discussion Lease or Purchase of Aviation Fuel Trucks; Ridgeland Fire Contract](#)

(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](#)

Motion to go into executive session: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

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.

The regular session began at the conclusion of the Executive Session.

3: Return to Open Session at 6:30PM

Motion to return to open session: Councilman Adkins

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

3.1 Action coming out of Executive Session: There was no action to be taken from Executive Session.

4. Pledge of Allegiance and Invocation:

The Pledge of Allegiance was given and Councilman Adkins gave the invocation.

5. Discussion of Consent Agenda and Agenda Items:

On item # 9, a change was made to Resolution # R-2023-18 to change it to R-2023-18A.

6. Approval of Agenda:

Motion to approve: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

PRESENTATIONS AND PROCLAMATIONS

7. [Anne Caywood](#) – Executive Director Lowcountry Legal Volunteers: Topic "Jasper County Outreach and Support"

Ms. Caywood was present to discuss Lowcountry Legal Volunteers and the services that they provide.

8. [Denise R. Grabowski](#), AICP, LEED AP, Symbioscity, LLC. – Topic "Review and Update of the Comprehensive Plan and the Euhaw Broad River Planning Area"

Ms. Denise Grabowski Owner of Symbioscity LLC was present to review and update the Comprehensive Plan and the Euhaw Broad River Planning Area. She reviewed the presentation that was included in the Agenda e-packet. That presentation can be found here at <https://www.jaspercountysc.gov/county-council-agenda-minutes-e-packets> or the video can be viewed at <https://www.youtube.com/@jcmedia6537> .

RESOLUTIONS

9. Andrew Fulghum – Consideration of Resolution [#R-2023-18A](#) authorizing the Administrator to execute Detention Center Mutual Aid Agreements.

Mr. Fulghum was present and reviewed and discussed this resolution and what it entailed. Mr. Fulghum noted that this resolution would allow the County Administrator to enter into this agreement and like agreements with other counties in the future.

Motion to approve this resolution and authorize the County Administrator to enter into this agreement and like agreements with other counties in the future: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

10. Russell Wells – Consideration of the [3rd reading](#) of Ordinance [#O-2023-12](#) Amending Chapter 9, *CIVIL EMERGENCIES*, by creating new Divisions, adopting restrictions and conditions regarding open burning of vegetation, leaves, and other materials, and matters related thereto. ([1st reading 05.15.2023](#); [2nd reading 07.17.2023](#); [3rd reading tabled 08.21.2023](#))

Chief Wells was present to review and discuss this item with Council. Chief Wells discussed the 3 options presented within this ordinance to Council. After some consideration Council agreed that the best option seemed to be the timeframe of Sunrise to Sunset.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

11. Lisa Wagner - Public Hearing and [2nd reading](#) of Ordinance [#O-2023-15](#) of an ordinance To Amend Article 6:1 – Table 1, *Use Regulations*; Article 7:3 – Table 1, *Schedule of Lot Area, Yard, Setback, and Density*; Article 11:7, *Industry Specific Conditional Use Regulations*, Sections 11:7.31, *Duplexes*; 11:7.32 *Townhouses*; and 11:7.33, *Patio Homes* of the Jasper County Zoning

Ordinance, to remove duplexes, townhouses, and patio homes as a conditional use from certain Zoning Districts, add conditional use requirements, increase the setback requirements and reduce the allowed density for duplexes, townhomes, and patio homes. (1st reading 08.21.2023)

Mr. Tedder was present to discuss and review this second reading of the ordinance with Council. The public hearing was called to order but there were no comments, so the public hearing was closed.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

12. David Tedder – Consideration of the 2nd reading of Ordinance #O-2023-16 establish a Board of Parks and Recreation for Jasper County, South Carolina by adopting a new, Chapter 2, Article IV, Division 4 in the Jasper County Code of Ordinances (1streading 08.21.2023).

Mr. Tedder was present to discuss and review this second reading of this ordinance with Council. He noted that Councilman Kemp had helped put together this ordinance and that he had made a couple of changes. He noted that staff recommended approval of the revised document on the 2nd reading. He also noted that the Public Hearing would be held at the next meeting.

Motion to approve: Councilman Kemp

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

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

Ms. Burgess was present to discuss and review this second reading of the ordinance with Council. She noted that the public hearing was scheduled for the next meeting on the 18th.

Motion to approve: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

CITIZEN COMMENTS

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

Hedy Frazier was present to discuss the Coosawhatchie Community Center in Gillisonville.

15. Administrator's Report - Mr. Fulghum reviewed his information and noted that most of his information was informational. There were no Action Items requiring a vote from Council in the Administrator's Report.

CONSENT AGENDA

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

16. Lisa Wagner - Consideration of the **3rd reading** of Ordinance **#O-2023-14** to amend the Official Zoning Map of Jasper County so as to transfer three (3) properties located along Honey Hill Road, bearing Jasper County Tax Map Numbers: 029-00-02-028, a 6-acre portion as shown on the attached exhibit; 029-00-02-079; and 029-00-02-086, from the Rural Preservation Zone to the Community Commercial Zone, and one (1) property located along Honey Hill Road bearing Jasper County Tax Map Number 029-00-02-061 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map. (*1st reading 07.17.2023; 2nd reading 08.21.2023*)

17. Russell Wells – Consideration of the Motorola Service Contract Renewal. (This was approved in the FY 23-24 budget, however contract exceeds authority of the Administrator).

18. Approval of the Minutes of May 5, 2023.

END OF CONSENT AGENDA

19. Council Members Comments

Councilmember Comments were given but there were no comments that required action.

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

Minutes -
09.05.2023

Item II. There was no need to return to Executive Session for this meeting. For additional information on this meeting please visit our website for the E-Packet or for the video go to <https://www.youtube.com/@jcmedia6537> .

21. Adjournment:

Motion to Adjourn: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The meeting adjourned at 7:33pm.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman



JASPER COUNTY COUNCIL WORKSHOP AND COUNCIL MEETING

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

Workshop

Workshop with the Jasper County Board of Education. Ms. Burgess was present to discuss this request. She noted that she had met yesterday and today regarding their millage rate request above 25 mills. She discussed the bonds the School District had and reviewed the conversation that the parties had covered. She also noted that with the findings that the additional millage rate would not be needed.

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

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

1. Call to Order:

Chairman Sauls called the Executive Session Meeting to order and read the Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

2. Executive Session SECTION 30-4-70.

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

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

Airport Automated Weather Observation Station (AWOS) contract with Trinity Electric

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

Motion to go into Executive Session: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

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

Motion to return to open session: Councilman Adkins

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

- **3.1 Action coming out of Executive Session** – There was no action from executive session.

4. Pledge of Allegiance and Invocation:

The Pledge of Allegiance was given, and Councilman Adkins gave the invocation.

5. Discussion of Consent Agenda and Agenda Items: None

6. Approval of Agenda:

Motion to approve the Agenda with the addition of Item # 7: Mike Skinner, Treasurer – Presentation of the Treasurer’s Office to Council – Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

PRESENTATIONS AND PROCLAMATIONS

7. Mike Skinner, Treasurer – Presentation of the Treasurer’s Office to Council.

Treasurer Skinner made a presentation from the Treasurer's Office. He gave an update on what the Treasurer's Office is doing and shared some details of the office upon his entry as the Treasurer. He noted he and his staff were excited for the work they are doing in the Treasurer's Office. For additional information on this presentation, it can be found on video on the website at <https://www.youtube.com/@jcmedia6537>.

RESOLUTIONS

8. None

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

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

Ms. Burgess was present to review and address this request with Council for the 3rd reading of this ordinance. She noted she had corrected the typographical errors that Councilman Kemp had previously mentioned. The public hearing was held but there were no comments, so the public hearing was closed.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

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

Mr. Tedder was present to discuss and review this first reading of the ordinance that was up for consideration by the Council. He noted there was a public hearing scheduled for October 2nd.

Motion to approve: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous
The motion passed.

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

Ms. Burgess was present to discuss and review this request for consideration of bids for new roofs for the various County Buildings. She noted that staff recommended awarding the bid to Cleland Building Solutions LLC and authorizing Mr. Fulghum to execute any and all necessary documents.

Motion to approve: Councilman Adkins
Second: Vice Chairwoman Clark
Vote: Unanimous
The motion passed.

CITIZEN COMMENTS

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

There were no public comments.

13. Administrator’s Report - Mr. Fulghum reviewed his information. There were no Action Items requiring a vote from Council in the Administrator’s Report.

CONSENT AGENDA

Motion to approve: Vice Chairwoman Clark
Second: Councilman Adkins
Vote: Unanimous
The motion passed.

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

15. Lisa Wagner - 3rd reading of Ordinance [#O-2023-15](#) of an ordinance To Amend Article 6:1 – Table 1, Use Regulations; Article 7:3 – Table 1, Schedule of Lot Area, Yard, Setback, and

Density; Article 11:7, Industry Specific Conditional Use Regulations, Sections 11:7.31, Duplexes; 11:7.32 Townhouses; and 11:7.33, Patio Homes of the Jasper County Zoning Ordinance, to remove duplexes, townhouses, and patio homes as a conditional use from certain Zoning Districts, add conditional use requirements, increase the setback requirements and reduce the allowed density for duplexes, townhomes, and patio homes. (1st reading 08.21.2023; 2nd reading 09.05.2023)

16. Approval of the Minutes

END OF CONSENT AGENDA

17. Council Members Comments

Councilmember Comments were given but there were no comments that required action.

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

Item II. There was no need to return to the Executive Session for this meeting. For additional information on this meeting please visit our website for the E-Packet or for the video go to

<https://www.youtube.com/@jcmedia6537> .

19. Adjournment:

Motion to Adjourn: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman



JASPER COUNTY COUNCIL
VIRTUAL
COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Bldg.
358 3rd Avenue, Ridgeland, SC 29936
Monday, October 2, 2023
MINUTES

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

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Russell Wells, Rose Dobson-Elliott, and Videographer Jonathan Dunham.

1. Call to Order:

Chairman Sauls called the Executive Session Meeting to order and read the Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

2. Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [Litigation Update – Horowitz v. Jasper County; McDowell v. Jasper County; Davis v. Jasper County; Airport Matters– Removal of Fuel Tank; Exit 3](#)

(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](#)

Motion to go into executive session: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

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

Motion to return to open session: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

- **3.1 Action coming out of Executive Session** – There was no action from executive session.

4. Pledge of Allegiance and Invocation:

The Pledge of Allegiance was given, and Vice Chairwoman Clark gave the invocation.

5. Discussion of Consent Agenda and Agenda Items: None

6. Approval of Agenda:

Motion to approve – Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

PRESENTATIONS AND PROCLAMATIONS

6. None

RESOLUTIONS

7. None

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

8. [David Tedder](#) – Public Hearing and Consideration of the **2nd reading of Ordinance **[#O-2023-18](#)** clarifying that the provisions of Ordinance O-2023-06, providing that certain property subject to the Development Agreement entered into by the County and Conduit**

Street Partners, LLC (CSP) must be conveyed by the property's current owner to the developer thereof, includes the developer's successors and assigns by recognizing and acknowledging the acquisition may be by an affiliate of CSP, to provide for the approval of an Exhibit inadvertently omitted, and matters related thereto (*1streading 09.18.2023*).

Mr. Tedder was present to discuss and review this 2nd reading of the ordinance that was up for consideration by the Council. He noted there was a public hearing tonight and that there would also be a public hearing at the next meeting as well. The public hearing for tonight was called to order but there were no comments, so the public hearing closed.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

9. **David Tedder** – Public Hearing and consideration of the **3rd reading** of Ordinance **#O-2023-16** establish a Board of Parks and Recreation for Jasper County, South Carolina by adopting a new, Chapter 2, Article IV, Division 4 in the Jasper County Code of Ordinances (*1streading 08.21.2023; 2nd reading 09.05.2023*).

Mr. Tedder was present to discuss and review this 2nd reading of the ordinance that was up for consideration by the Council. He noted there was a public hearing tonight on this item. The public hearing was called to order but there were no comments, so the public hearing closed.

Motion to approve: Councilman Garbade

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

CITIZEN COMMENTS

10. **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.

There were no citizen comments.

11. **Administrator's Report** Mr. Fulghum reviewed his information. There were no Action Items requiring a vote from Council in the Administrator's Report.

12. Approval of the Minutes of 05.24.2023 and 05.31.2023

Motion to approve: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

13. Council Members Comments

Councilmember Comments were given but there were no comments that required action.

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

Item II. There was no need to return to the Executive Session for this meeting. For additional information on this meeting please visit our website for the E-Packet or for the video go to

<https://www.youtube.com/@jcmedia6537> .

15. Adjournment:

Motion to Adjourn: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman

AGENDA

ITEM # 12

Councilmember

Comments