AGENDA ITEM # 17

Consent Agenda Item



Jasper County Engineering Services Public Works Department

P.O. Box 1233 Ridgeland, South Carolina 29936 Phone (843-726-7740 FAX (843) 726-7743

Jasper County Council Prefab Steel Building Bids

Meeting Date:	May 1, 2023
Subject and Recommendation:	Award of Bid from Contract Building Systems, LLC
Submitted for:	Acceptance and authorization for the Award of Bid and Authority to Purchase a Prefabricated Steel building to be constructed at Engineering Services

Description: Jasper County advertised for sealed bids for a PREFABRICATED STEEL BUILDING to be constructed on an existing concrete pad located at Engineering Services, 623 Live Oak Drive, Ridgeland, SC, I am requesting to be allowed to \$88,767.00 from the Capital Outlay budget line item.

Recommendation: Staff recommends that the County Council authorize the low bid for the Prefabricated Steel Building to be constructed. This recommendation also requests that the Administrator be approved to sign the Agreement to accept the Bid.

Attachments: Bid Package

**Should you have any questions, please do not hesitate to contact me.

Respectfully submitted,

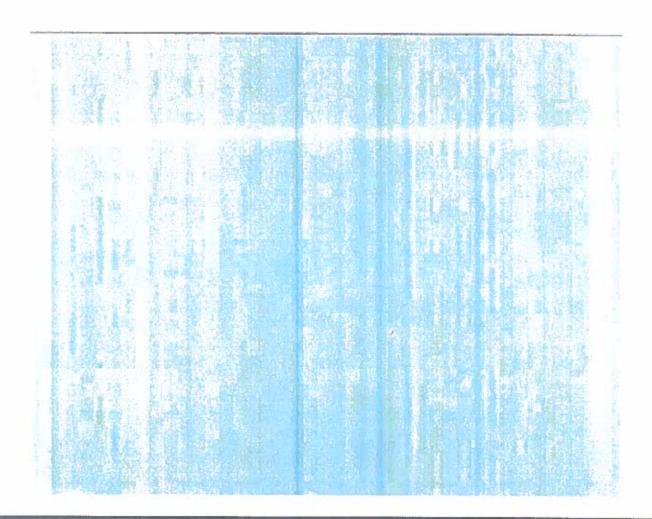
Rose N. Dobson-Elliott, Director of Engineering Services Jasper County, South Carolina (843) 726-7740 – Office (843) 962-2868 – Cell rdelliott@jaspercountysc.org



Jasper County Bid Sheet

Prefabricated Steel Building HIR BS 3:00PM

Company Name	Address	Amount of Bid	Remarks/Total
Pacific Contractors, LLC	231 5. Jeffines Stud. No-Herboro, SC 29488	*(18,000.00	Bid bond instuded
Contract Building Systems LLC	P.O. Box 2237 Nest Columbia, 5C 29171	₹ \$8,767,00	But bound not necessary





April 15, 2023 Good day, Kimberty Burgese

We are pleased to provide materials, equipment, and labor to erect and connect to the existing pre-engineered building. A new (1) 30° \times 50° \times 14° Eave Height Smith-Built Pre-Engineered Metal Building located at 623 Live Oak Drive, Rüdgeland, South Carolina 29936.

Description: Smith-Built Metal Buildings

Materials: 50' clear span x 30' length x 14' Eave Height Smith Built Pro-Engineered Metal Frame Building, which will include SC Stamped Engineered Orawings. 26-gauge wall panels and roof panels.

26-gauge metal fisching will be installed to waterproof the connection between the existing and new pre-engineered metal buildings.

1 each 3070 Hollow Metal Walk Doors with concrets landing 1 each 12' x12' wind loaded colling sheet door with chain holst.

3" VRR ROOF AND WALL INSULATION INCLUDED

Saw cut the existing concrete siab on grade to accommodate for the installation of the new foundation and install new concrete floor over the existing.

Kenneth Hayes SC Stamped Engineered Drawings for the new concrete slab over existing and foundation drawings.

\$88,767,00

included: Business license, building permit, daily clean up and final cleaning of the construction site. As according to the

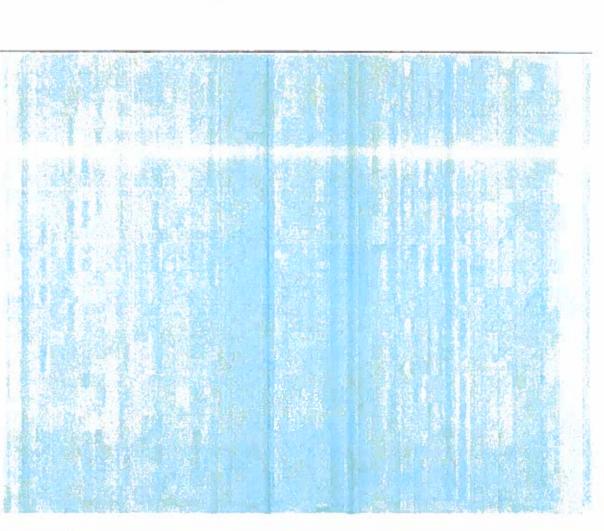
Total Cost

SCLIR General 8D-4 License Number 117972
Certificate of Insurance will be provided (NC & GL)

WilliamyC Davis

William assaus

24. Dec 2227 Thest Colombia, See 20 Geselles 2507 (1863) 525-6549 (1864-1863) 525-650 (1843-1843) 543-6540 (1843-1843) 543-6540 (1843-1843) 543-6540 (1843-1843)





REQUEST FOR BID
IVTB #2923-6
PREFAB STEEL BUILDING
MARCH 17, 2023

PREFAB STEEL BUILDING

MARCH 17, 2023

Asper County is accepting senied bids for A PREFABRECATED STEEL BUILDING to be constructed on an existing concrete pad to be located at Engineering Services, 623 Live Oak Drive, Ridgeland, South Carolina.

To be considered a valid bid, each organization admitting a bid ("Bidder") must assure receipt by the Director of Administrative Services for Jusper County no later than 3:00 p.m. local time, wechoodsy, April 19, 2023, at which time all bids received will be operaed in the Jusper County Council Chambers, 3:58 Third Avenue, Ridgeland, SC 29936. To be deemed "received" a bid may be admitted via until hand delivered, or darkward electronically through the County's Vendor Registry webspage may be found under "What's New", "Bide & Salestanical", on the County's websites at www.jasperocustyse.gov. Bidders new absorbites the Assistational", on the County's websites at www.jasperocustyse.gov. Bidders new palso deliver a hard copy of their bid to the address below. Bidders choosing to submit a tend copy should eathout an original and two copies. Any bids submitted or delivered after the above time will not be accepted under my circumstances.

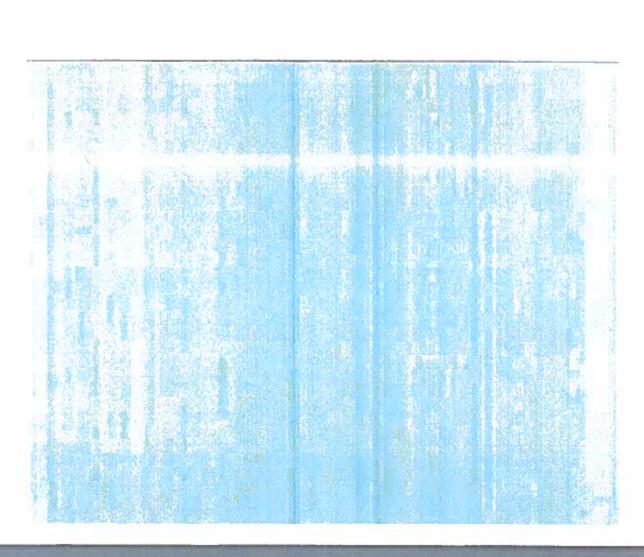
Bids should be delivered to the address below:

Kimberly Burgess
Director Administrative Services
Jesper County
358 Third Avenue, Sales 304
Ridgeland, SC 29936

Bids may be mailed to the address below:

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

Querious may be directed to Ohm Roberts, Building Maintenance Mgr., at scholaring, papersonn'ty 8, 202 or (243) 368-3194.





REQUEST FOR BID
IVTB #2023-6
PREFAB STEEL BUILDING
MARCH 17, 2023

Desglation of Works

Constructs Pad

Impact and add necessary support to existing concrete pad to support start building, is (footess)

Add necessary concrete to existing pad to fit building dimensions.

The new pad shall be constructed to support the new structure and contents of general warehouse supplies, to include vehicles and traiters.

Construct 30"x50"x14" prefits steel building on an existing concrete pad and increase the size of the concrete pad to fit building dimensions and weight.

Traffet Steel Bulletter

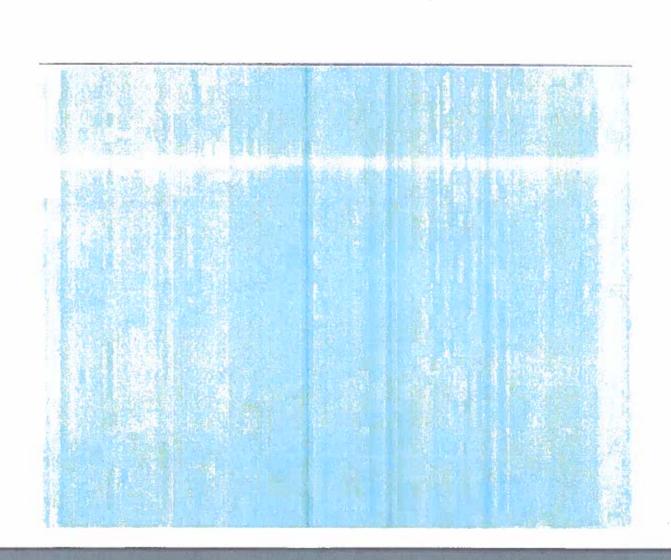
- Size 30' x 50' x 14"

- Build to proper Wind Zone construction
 1-12' x 12' roll up door with mensul lift
 1-36" standard entry door with burdware (knob, deadbott, door closer)
 Building to be fully insulated.

All biddens must situed a pre-bid meeting echechaled for 2:00 PM on Monday, April 3, 2023, at the sits, 623 Live Oak Drive, Ridgeland, SC 29936.

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

haper County will provide all pennits and application fees





PREFAB STEEL BUILDING MARCH 17, 2023 REQUEST FOR BID TVTB #2023-6

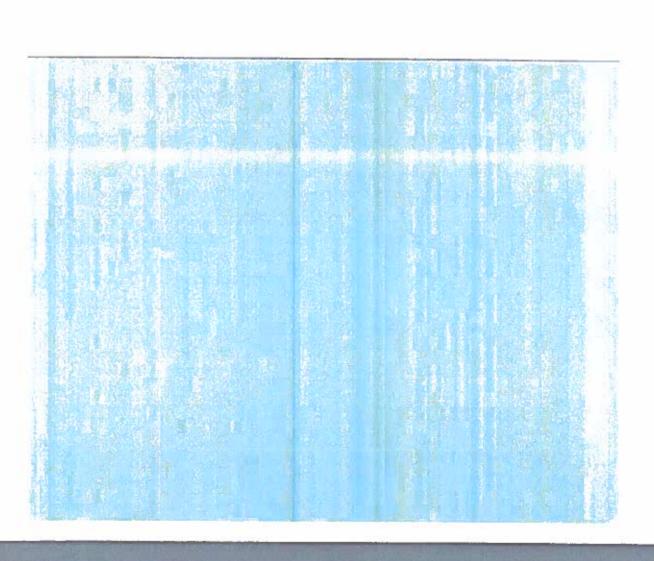
Bid security shall be required and chall be an amount equal to at least five percent of the amount of the bid. The successful bidder will be required to furnish the Owner a Performance Bond and a Psyment Bond, each in the amount of one branched percent (100%) of the contract price (if the bid is greater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

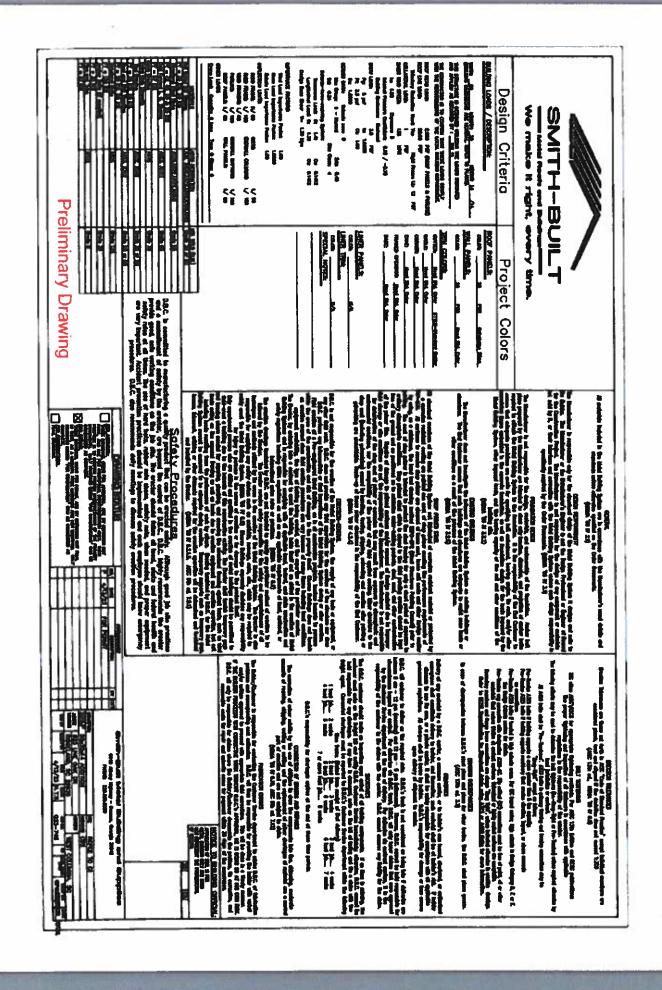
to authorize it to submit the proposal. Contractor's Licensing Law Code. No proposal will be considered unless the bidder is legally quelified under the provisions of the South Caroline Contractor's Licensing Law. By submitting a proposal Bidder is certifying that it has independently determined that its licensure is adequate Each Bidder must be qualified under the provisions of the most current State of South Carolina

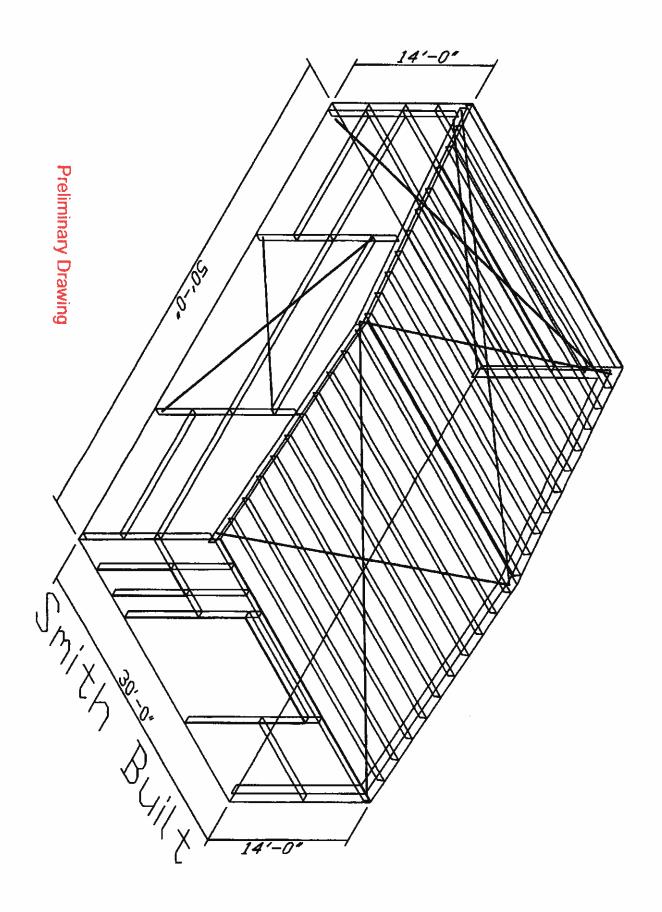
All Proposals will remain subject to acceptance for sixty (60) days after the day of the Proposal opening. The County of Jesper (Owner) reserves the right to cancel this solicitation or any and all terms with the Successful Bidder. conconforming, non-responsive, unhalanced, or constitional bids. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiase contract bids or proposals may be rejected, including without limitation the right to reject may or all

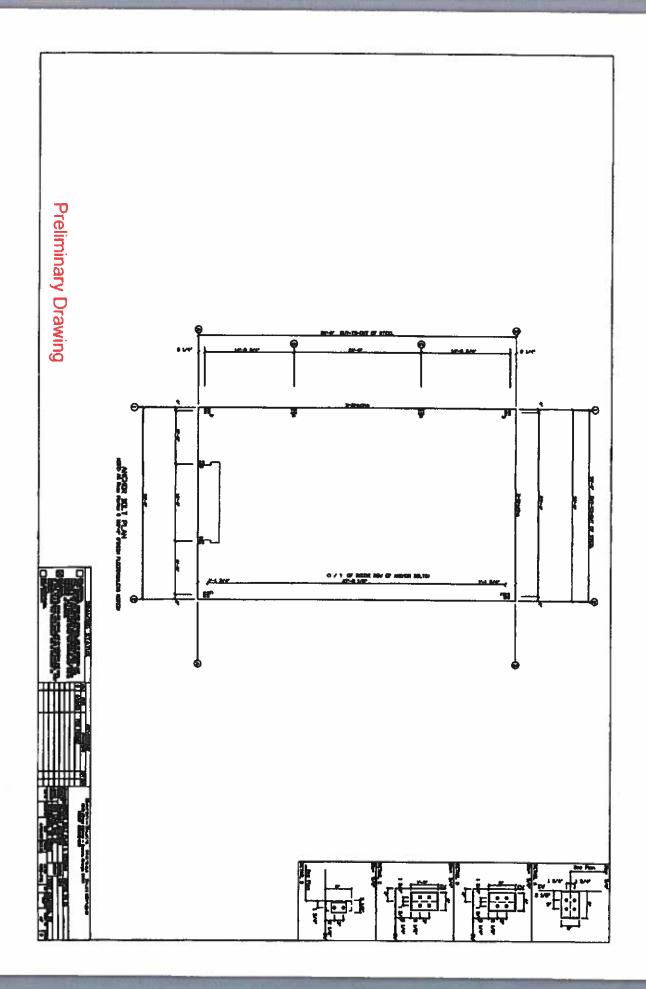
- Intercent Retrieventation:

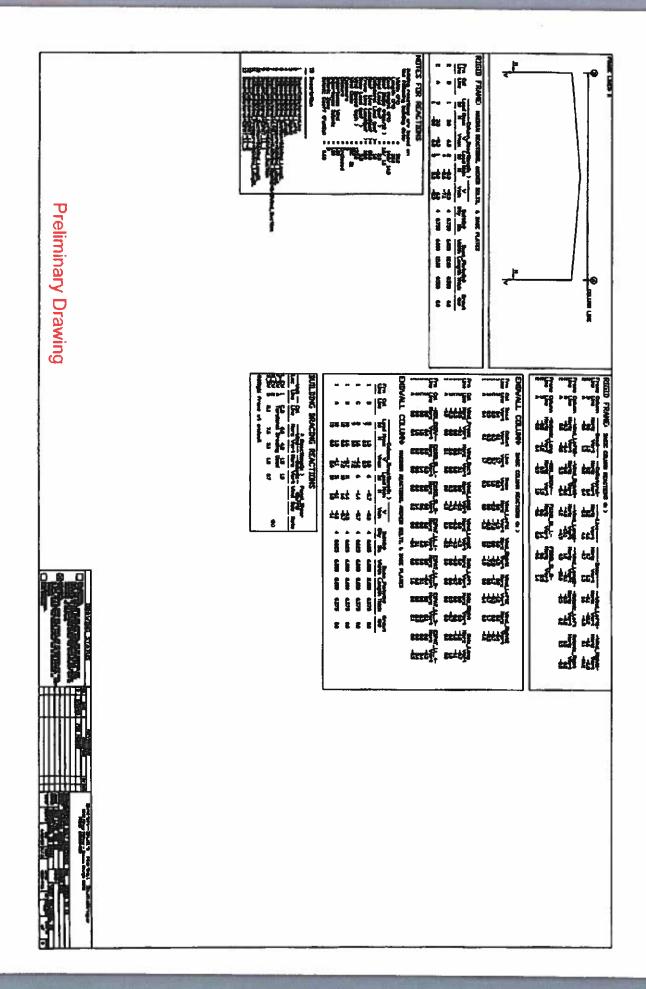
 1. Workers' Compensation The vendor shall provide coverage for its employ—as with standary workers' compensation limits, and no less than \$1,000,000.00 for Employees' Liability. Said coverage shall include a waiver of subregation in favor of the OWNER and its agents, employees, and officials.
- Commercial General Liability The vendor shall provide coverage for all operations ajury. The limits shell be no less than \$1,000,000.00, per occurrence, with \$52,000,000.00 ncholing, but not himsed to Contractual, Products and Completed Operations, and Personal
- Business Automobile Liability The vender shall provide coverage for all owned, accounts and bired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Linsits (CSL) or its equivalent

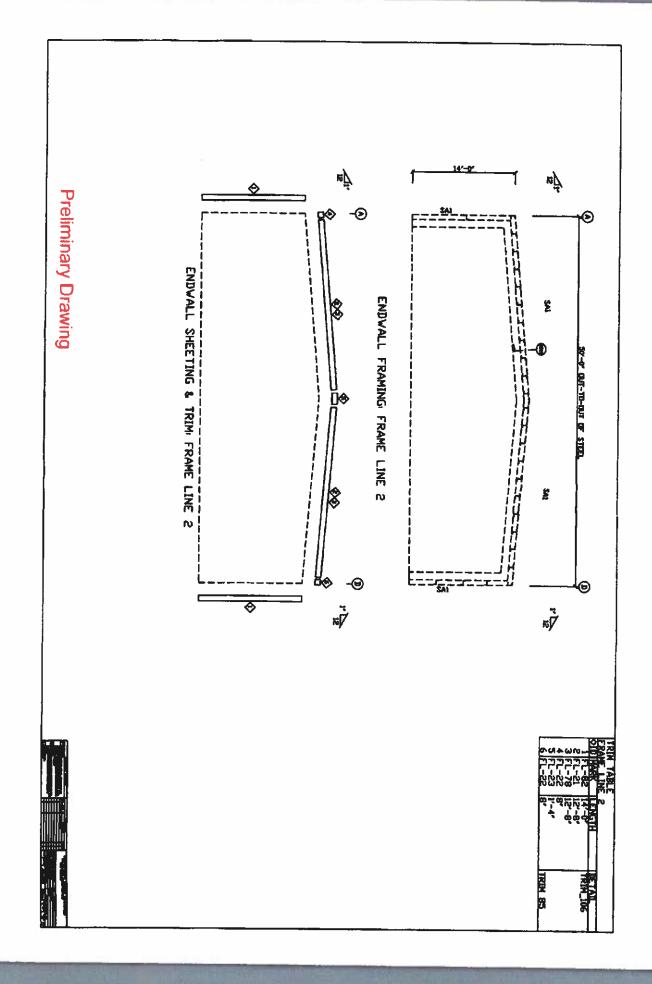


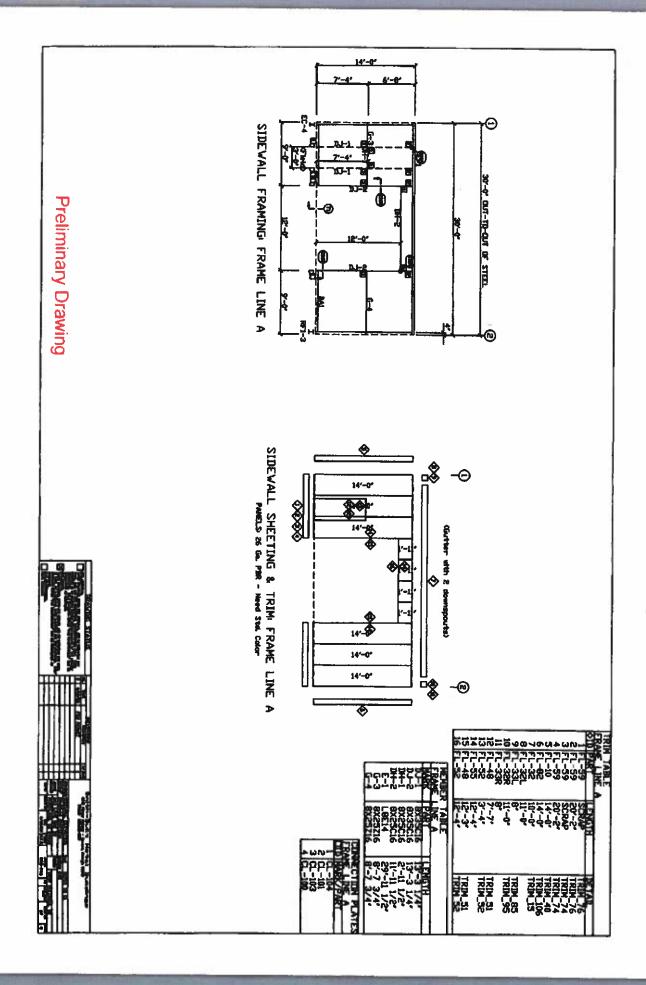


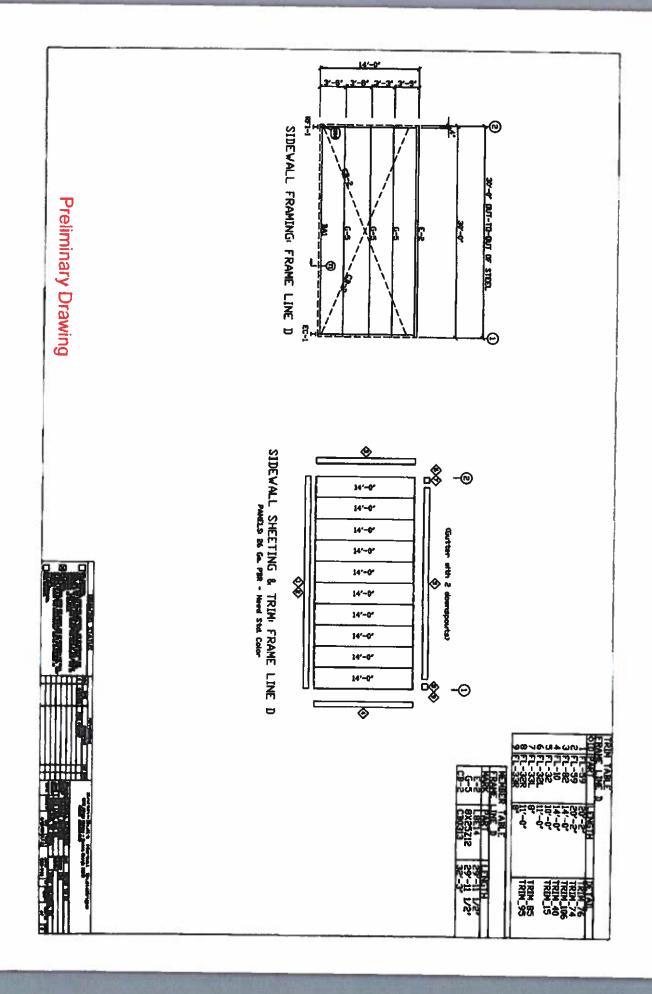












PACIFIC CONTRACTORS, LLC



Proposal # 011-2023. Date: 04/11/2023 231 S Jefferies Blvd, Walterboro SC 29488
Office (843) 782-3388
Chrishiott.pacific@gmail.com
Contractorslic pacific@gmail.com
General Contractor Licence Number G124737

Prepared for: Jasper County 623 Live Oak Drive, Ridgleand, SC 29936 Request for Bld IVTB#2023-6 Pre-Fab Steel Building

Pacific Contractors, LLC agrees to the following scope of work:

The below price is to construct a 30'x50'x14' pre fabricated steel building freestanding to match existing building. To pour 3 1/2" of concrete over existing pad and to cut out and build concrete footings to be thickened to Engineers specifications to support the weight of the I-beams of the building. One 12x12 manual lift roll up door. One 36" standard entry door with hardware, knob, deadbolt, and door closure. Building to be fully insulated and to pour a 4'x30' apron in front of roll up door. Building to have gutters and downspouts. This includes any engineering fees to design the footings of the I-beams. This includes all permits, bonds, insurances, material, labor, cleanup and haul off of all construction debris, for a finished job.

r	
Total project cost:	\$ 118,000.00
£	 110,000.00

If you have any questions concerning this proposal, use the following contact information.

Chris Hiott 843-898-1858 Thank you for your business!

This proposal expires in 30 days.

Pacific Contractor's, LLC Y Authorized Representative Λ

Olan Roberts

Agency Project Coordinator

Bond Policies View Palicy Form

Bond Number: BB349847

Bid Bond	
CONTRACTOR:	SURETY:
(Same, legal status and address)	(Name, legal datus and principal phase of business)
Pacific Contractors, LLC	Jet Insurance Company
231 South Jefferles Boulevard, Walterboro, SC 29488	11440 Carmel Commone Blvd Ste 287 Charlotte, NC 26226
(843) 782-3388	8004381182
OWNER:	
(Name, legal status said address) Jesper County	
623 Live Oak Orive	
Ridgeland SC 29918 BOND AMOUNT:	
Not to Exceed: Five Thousand Nine Hundred PROJECT:	(\$6,000.00) Dollars
(Name, location or address, and Project number, if any) Prelabricated Steel Building for Engineering Services	
523 Live Ock Orive, Ridgeland, SC 29936	
The Congactor and Surety are bound to the Owner in	the amount set forth above, for the payment of which the
Commercial with surery drift themselves, their beits, ese	CHIOC Distributions appropriate and assess to the state of
Servings, as provided hereit. The conditions of this Ma	and one such that it the Orman Section 4. 1911 2.3 Sec.
within the mise specifica in tile oit doctifient? Of #3th	III SHE'S DIVING DEFORM OF CALL by designed on burship Comment
Contactor, man the Continue to tenter (1) enter into a c	Content with the Change or see also and it
in the presence of the Person and the specified	in the bidding or Contract Documents, with a surery admitted
and for the promot purpose of labor and marked time	ble to the Owner, for the faithful performance of such Contrac
difference, not to exceed the amount of this Board has	which in the prosecution thereoff or (2) pays to the Owner the arean the amount specified in said bid and such larger amount
to when the content that the good faffil contract with a	HOTHer name to confident the moule exercised burns 14 to a second
confederation that all state and difficulties to tentain in	I fittle force and at hart. The Stream break account.
we agreement between the Owner and Contractor to av	ferrell flow forther and reclared a class Chance and an array of the first and the fir
A BOURT OF THE SOLERY STOR BOOK TO THE EXTENSION	exceeding sixty (601 June in the common burns to
seed James or one absenced in the Ditt distribution with	the Owner and Contractor shall obtain the Surery's consent by
an extension beyond sixty (60) days.	, stantal to

If this Bond is assued in connection with a subcontractor's find to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a stantory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said stantory or other legal requirement shall be deemed deleted herefrom and provisions conforming to such stantory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a stantory bond and not as a common law bond.

April

2023

	Pacific Contractors, LLC	
(Winner)	Percepuls	(Anti)
,	Jet Insurance Com	pany MANCE
Mand	(Smrts) David Gonselves	1970 1930

4th day of



Signed and scaled thus

By arrangement with the American Institute of Architects, the National Association of Surety Bord Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attorney in Fact

Nick Brady

Bond Number: BB349867

JET INSURANCE COMPANY

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS. That JET INSURANCE COMPANY, a corporation organized and existing under the laws of the State of North Carolina. having its principal office in Charlotte. North Carolina does hereby constitute and appoint.

David Genseh

Limit of Liability per Bond \$5,900.00

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation contract or otherwise, provided that the liability of such shall not exceed the first stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon JET INSURANCE COMPANY as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of JET INSURANCE COMPANY by unan mous written consent dated August 24, 2022, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimite pursuant to resolution of the Board of Directors of the Company adopted by unanimous written consent dated August 24 2022, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution on behalf of the Company and delivery of any bond, undertaking, contract of indemnity, recognizance and other writings obligatory in the nature thereof, and such algorithm and seal when so used shall have the same force and effect as though manually afforced.

IN WITNESS WHEREOF, JET INSURANCE COMPANY has caused this instrument to be signed and. Its corporate seal to be offixed by its authorized officer, this 24th day of August, 2022.

JET INSURANCE COMPANY

STATE OF SOUTH CAROLINA

Spencer Silno, President

Techand Ryp Richard Popp, Secretary

On this 24th day of August, 2022 before me came the individuate who executed the preceding instrument, to me personally known, and being by me duly swom, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Sara C Holt Notary Public, State of South Carolina County of Lancaster

My Commission Expires 05/17/2023

INWITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written

Sara C. Holt Notary Public, State of South Carolina My Commission Expiras May 17, 2023

t. R.chard Popp, Secretary of JET INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Altomay executed by JET INSURANCE COMPANY, which is all in full force and effect

IN WITNESS WHEREOF. I have thereunto set my hand and attached the seal of said Company this _____ day of __April 2023

Richard Popp, Secretary

Eschund Pape

Open Date: 03/18/2023 Closing Date: 04/19/2023

Visa® Business Card

JASPER COUNTY
ROSE DOBSON-ELLIOT (CPN 000376947)

	30		~_	3	į
		Ţ		4	ĺ
	Ξ		ä	Ξ	4
	ŀ	ď.	1	W	į
	-	Į.	· E	쁲	į
		4	4	H	Ì
	Œ		Y	Ħ	ì
	0	4.4	3	œ	
		•		3	
		ă.	3 2	18	1
	100	4	2	27	1
	請	100	7	96	
		1	ŝ	80	į
i	Sir.	82 63	35		í
	\$20	**	45	200	
		4.	***	4	į
		-	*		Ė
	Ľ	3	ü	44	1
			984		į
			Ž.	Ú	ĺ
	C	1	-5	9	í
	×	4	3	8	ĺ
	51	i	211	\$5.	i
- 1	سيب	•	-	_	J

BUS 30 ELN 7	Elan Financial
12	1-866-552-8855

Activity Summary Previous Balance Payments Other Credits Purchases Balance Transfers Advances Other Debits Fees Charged Interest Charged Interest Charged	ity Summary us Balance unts Credits Credits Ases + ases + a Transfers ces Debits Charged t Charged Tcharged Tch
	ii +

Payment Options:

Med payment coupon with a check

myaccountaccess com Pay online at

Pay by phone 1-866-552-8855

This is not a bill, do not remit payment.

CPN 000376947



24-Hour Elan Financial Services: 1-866-552-8855

000004719 01 SP

000638464252185 P

. to pay by phone . to change your address

THIS IS NOT A BILL.

applicable central billing account for the company. invoice has been sent to the current activity on your account. An This memo statement only reflects the

We cannot try to collect the amount in question, or report you as delinquent on that amount.
 The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit limit.

Your Rights if You Are Disserteffed With Your Credit Card Purchases If you are dissalished with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true

have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must own the company that sold you the goods or services)

2 You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses

You must not yet have fully paid for the purchase your credit card account do not qualify

investigation, we will tall you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent 6335, Fargo, ND 58125-6335 While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our If all of the criteria above are met and you are still dissatished with the purchase, contact us in writing at: Cardmamber Service, P.O. Box

those calegories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances transactions) of the Purchase. Advance and Balance Transfer categories subject to interest, and then adding logether the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the balling cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of the ADB in categories (including any bulled but unpaid traterst, fees, credit insurance and other charges), adding any new interest, tees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation. are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account in other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees. Annual Fees t INTEREST CHARGE: Method of Computing Balance Subject to Interest Rate. We calculate the periodic rate or interest portion of the INTEREST CHARGE by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new Important Information Regarding Your Account

accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by Please contact Cardmember Service for internet, phone, and mobile croditing times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to 2 Payment Information: We will accept payment via check, money order, the internet (including mobile and online) or phone or previously ostablished automatic payment transaction. You must pay us in U.S. Dollars. If you make a payment from a foreign financial institution, you will be charged and agree to pay any collection fees added in connection with that transaction. The date you mail a payment is different than 5.00 p.m. CT or any banking day. Payments sent without the payment coupon or to an incorrect address will be processed and credited to your Account within 5 banking days of receipt. Payments sent without a payment coupon or to an incorrect address may result in a delayed credit to your Account, additional INTEREST CHARGES, fees, and/or Account suspension. The deadline for on-time internet and phone payments varies, but generally must be made before 5.00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made. the date we receive the payment. The payment date is the day we receive your check or money order at Cardmember Service, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your internet or phone payment. All payments by check or money order

3 Credit Reporting: We may report information on your Account to Credit Bureaus, Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



Paying Interest. You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Purchases and Other Debits

	\$1,371.76	TOTAL THIS PERIOD			
	\$374.56	AMZN Mktp US*HJ0J72JY2 Amzn.com/bill WA	5640	04/12	04/13
	\$121.25	AMZN Mktp US*HS7SF2630 Amzn.com/bill WA	6899	04/05	04/06
	\$121.98	JACKS SMALL ENGINES & 999-999999 MD	1816	04/04	04/06
	\$36.58	Amazon com*HS93T4A61 Amzn com/bill WA	2233	04/05	04/05
	\$58,30	AMZN Mktp US*HY98Y5I42 Amzn.com/bill WA	1739	04/04	04/05
	\$136.59	AMAZON COM*HY66W8OC2 A AMZN COM/BILL WA	0104	03/29	03/30
	\$3.07	SAVANNAH PIZZA COMPANY 912-7774754 GA	6821	03/24	03/2/
	\$79,43	SAVANNAH PIZZA COMPANY 912-7774754 GA	7898	03/24	03/2/
	\$440.00	South Carolina Associa 803-252-7255 SC	1604	03/21	03/23
Notation	Amount	Transaction Description	Ref #	Trans Date	Post Date

Total Fees Charged in 2023 Total Interest Charged in 2023	2023 Totals Year-to-Da
\$0.00 \$0.00	

Company hother and so seed such a second by Kinediano

Signature/Approval:

Accounting Code

~
2
7
Ę
E
70
9
Š
ğ
8
교
흉
⊋
2
<u>=</u>
<u>.</u>
8
Ę
틃
=
8
2
7
8
2
¥
Ĕ
8
ğ
S
-

**APR for current and future transactions

**BALANCE TRANSFER **PURCHASES **ADVANCES	Balance Type
\$0.00 \$0.00	Balance By Type
\$0.00 \$0.00	Balance Subject to interest Rate
YES YES	Variable
\$6 00 80 00	interest Charge
0.00%	Annual Percentage Rafe
	Expires with Statement



AGENDA ITEM # 18

Consent Agenda Item



JASPER COUNTY COUNCIL

COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Bldg. 358 3rd Avenue Ridgeland, SC 29936 Monday, March 20, 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 H. Simmons, County Attorney David Tedder, Kimberly Burgess, Russell Wells, Lisa Wagner, and Videographer Jonathan Dunham.

Also Present:

Chairman Sauls called the meeting to order at 5:39PM and welcomed everyone to the Meeting. Chairman Sauls asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Ms. Simmons, Clerk to Council to read the Clerk's Report of Compliance with the Freedom of Information Act 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.*

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 Aircraft Constructor Inc.; Election Matters; Opioid Litigation; Jasper County V. Western Surety
 - (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; Jasper Ocean Terminal

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME,

AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS. PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM THE EXECUTIVE SESSION.

Councilman Kemp requested to add the Gillisonville Sand Pitt to Executive Session.

Motion to go into Executive Session and to add Gillisonville Sand Pitt to Executive Session: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous The motion passed.

Return to Open Session:

Motion to approve: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous The motion passed.

Action coming out of Executive Session:

Move to authorize the County Administrator to sign such documents as may be provided by the Attorneys for the Plaintiff's Liaison Committee in regard to the South Carolina Opioid Litigation in order to approve both the amended allocation agreement and to participate in the New Settlement as discussed in Executive Session on behalf of Jasper County: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous The motion passed.

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

Discussion of Consent Agenda and Agenda Items:

Motion to remove Item # 16 "Kimberly Burgess – Consideration of the recission of Change Order #8 for Marsh Cove Fire Station (this was previously approved on the 02.06.2023 Meeting)" from the Consent Agenda and back over to the regular agenda: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous The motion passed.

Motion to send the "Approval of the Minutes" over to the Consent Agenda: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous The motion passed.

Approval of Agenda:

Motion to approve with the removal of Item #8 Presentation: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous The motion passed.

Approval of the Minutes 01.17.2023: This item was sent to the Consent Agenda.

PRESENTATIONS AND PROCLAMATIONS

A: Cornelius Hamilton of SC State 1890 Research and Extension – Presentation regarding the great services we are providing to Jasper County. This item was removed from the agenda.

Proclamations: None

PUBLIC HEARINGS AND ACTION ITEMS

David Tedder – Consideration of first reading of to extend the date by which certain property subject to a 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, to allow for additional time for the developer to complete the full entitlement of the property, and matters related thereto.

Mr. Tedder was present to review and request the consideration of the first reading of an ordinance reading of to extend the date by which certain property subject to a 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, to allow for additional time for the developer to complete the full entitlement of the property. He discussed the background and information regarding the extension and change of the date of the DA with CSP. Councilman Kemp noted that he would be voting no to be consistent with his first vote.

Motion to approve: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: 4 yes votes with 1 no vote from Councilman Kemp

The motion passed.

Kimberly Burgess – Consideration of the recission of Change Order #8 for Marsh Cove Fire Station (this was previously approved on the 02.06.2023 Meeting; this item was removed from the Consent Agenda and added back to the agenda).

There are additional costs and days that need to be included in a final change order in order to meet the approval requirements of the Commerce Department, therefore it has been decided that change order no. 8 approved by the Council on February 8, 2023 will be rescinded and a new change order issued to include all additional costs and additional days to complete the project to meet the requirements of the Commerce Department. The staff recommendation was to rescind the C. Merrill Construction Co, Inc. contract change order no.8 which was approved by the Council on February 6, 2023, to allow for a revised change order which will include all additional costs and additional days to complete the project to meet the requirements of the Commerce Department.

Motion to rescind Change Order # 8 for Marsh Cove Fire Station: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous The motion passed.

CITIZEN COMMENTS

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 https://doi.org/10.2016/journal.com/ and total public input will be limited to 30 minutes.

Public Comments:

Mr. Schmidt, President of RACA was present to discuss the Airport Commission.

Resolutions: None

Administrator's Report:

Mr. Fulghum noted that his report was in the packet, and he was available for questions. He did reference Item # 2 "Waste Management Landfill Expansion"- His report noted that as part of an onsite expansion effort, a public hearing would be conducted. He noted that Ms. Dobson was working with Waste Management on this effort and the hearing is expected to take place in April. The venue would be the Mary Gordon Ellis Building on 04.12.2023 at 5PM.

He also noted the trip to Washington D.C. trip taken with SouthernCarolina Regional Development Alliance [SCA) that he and Vice Chairwoman Clark had attended March 7-8. He and Vice Chairwoman Clark discussed how the trip had been, some of the people that they had met with and noted that Ms. Rath was also there.

CONSENT AGENDA

Lisa Wagner – Consideration of the 3rd reading of Ordinance #O-2023-03 to Amend Article 8:8 of the Jasper County Zoning Ordinance, *Gateway Corridor Overlay District* ("GCOD"), to better define the location of the designated highway and amend the Official Zoning Map of Jasper County to expand the GCOD to include the property located on the southwest corner of the intersection of Alligator Alley and Off Ramp Road as depicted on the attached map

Kimberly Burgess – Consideration of the 3rd reading of Ordinance #O-2023-04 of the County Of Jasper, amending the Fiscal Year 2022 – 2023 Budget as originally adopted by Ordinance No. 2022-17 adopted June 27, 2022, in accordance with The Local Government Code Of The State Of South Carolina and the Ordinances And Rules Of The County Of Jasper, South Carolina; Appropriating the various amounts thereof, to provide for the Expenditure of not to exceed \$635,000 from the Fund Balance for the Purchase of a Storage Array System and Repealing all Ordinances or parts of Ordinances in conflict therewith, and providing an effective date.

Approval of the Minutes 01.17.2023:

Motion to approve the consent agenda items: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous The motion passed.

END OF CONSENT AGENDA

Council Members Comments:

Councilman Kemp noted that he had attended the School Board Meeting. He also went to the Civilian Air Patrol exercise at the airport and that people had come from all over the state. He said he had also attended SCORE and went to a City of Hardeeville Meeting.

Councilman Adkins noted that God was always good. He noted that they had fought to get a good playground and now someone had set it on fire and burned it down. Council was bothered by this and Chairman noted a need for a replacement.

Councilman Garbade noted that there was a County problem and that the County needed to be cleaned up. He noted that there was a great deal of trash on the highways, along with junk in the woods. He noted he had spoken with David Murphy and he is doing all he can do.

Vice Chairwoman Clark noted that she had discussed Washington's trip and said that Congressman Clyburn did say that the YMCA had gotten some funding. She noted she had gone to the High School and that one of the Jasper County Teachers was in the top 5 finalists for the State Teacher of the Year. She noted that Jasper County has good teachers and that everyone should be proud of them.

Chairman Sauls said he had met with Beaufort County Council last week and would be meeting again with them this week.

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

Adjournment:

Motion to adjourn: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

L. Martin Sauls IV Chairman

Wanda H. Simmons Clerk to Council

AGENDA ITEM # 19

Councilmember Comments