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

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

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

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



JASPER COUNTY COUNCIL COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Bldg.
358 3rd Avenue, Ridgeland, SC 29936
Tuesday, September 3, 2024

AGENDA

5:00PM

1. Call to Order of Council Meeting by Chairman Sauls

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

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

2. Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – **Exit 3; Project Telfair; USCB MCIP; MOU between Jasper County and the 14th Circuit Solicitor**

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

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

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

3: Return to Open Session at 6:30PM

- 3.1 Action coming out of Executive Session

4. Pledge of Allegiance and Invocation:

5. Approval of the Consent Agenda Items:

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

6. Approval of the Regular Agenda:

PRESENTATIONS

7. None

PROCLAMATION

8. None

RESOLUTIONS

9. **Kimberly Burgess** – Consideration of Resolution [#R-2024-27](#) finding that the Jasper County 250 Committee (Committee), a local committee, was recognized and approved by the Jasper County Council by Resolution Number R-2023-04, and as such is subject to the Jasper County Purchasing and Contracting Ordinance (Article V of the Code of Ordinances) and is seeking County Council approval of the following special services as provided in Article V, Sec. 2-413 of the Jasper County Code of Ordinances,

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

10. **Lisa Wagner** - **Public hearing** and consideration of the **2nd reading** of Ordinance [#O-2024-18](#) to amend the Official Zoning Map of Jasper County so as to apply the Solar Farm Floating Zone to properties bearing Jasper County Tax Map Numbers 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003, and 059-00-01-033, as shown on the Moffett Solar II Concept Plan, prepared by Wood., dated May 2024, located along Grays Highway, Firetower Road and Langfordville Road. *(1st reading 08.19.2024)*

11. **Ryan Romano and Benton Blaine** – **Public hearing** and consideration of the **2nd reading** of Ordinance [#O-2024-19](#) authorizing the Execution and Delivery of a Development Agreement for Moffett Solar II Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code Of Ordinances Of Jasper County; Approving a Technical Amendment to Ordinance O-2024-11; Authorizing The Chairman Of Jasper County Council To Execute A Development Agreement; And Other Related Matters. *(1st reading 08.19.2024)*

12. **David Tedder** – Consideration of the **2nd reading** of Ordinance [#O-2024-11](#) authorizing the execution and delivery of a Fee-In-Lieu of Ad Valorem Taxes and Incentive Agreement by and between Jasper County, South Carolina and Moffett Solar II, LLC, to provide for payment of a Fee-In-Lieu of Taxes; approving the creation of a Multicounty Park with Hampton County, South Carolina; authorizing the execution and delivery of a Multicounty Park Agreement by and between Jasper County, South Carolina

And Hampton County, South Carolina; and other related matters. (*Substitution of the Ordinance for that passed Second Reading on 05.06.2024 (Ordinance O-2024-11), recognizing technical amendments resulting from the use of a separate Development Agreement Ordinance, being Ordinance Number # O-2024-19*) (*1st reading 04.15.2024; public hearing and first 2nd reading 05.06.2024*)

13. **David Tedder** – **Public hearing** and consideration of the **2nd reading** of Ordinance **#O-2024-20** authorizing the sale of TMS 048-00-01-026, approximately five (5) acres, to Gopher Hill Holdings, LLC, or its assigns, and to authorizing the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to Gopher Hill Holdings, LLC, or its assigns, and matters related thereto. (*1st reading 08.19.2024*)

14. **David Tedder** – **Public hearing** and consideration of the **2nd reading** of Ordinance **#O-2024-21** authorizing the sale to SC Grays LLC of a 1.47 acre parcel being subdivided out of the original 258.45 acre Parcel B, Parcel B being shown on a Plat recorded at Plat Book 22 at Page 233, with such 1.47 acre parcel being shown on an individual plat, being a portion of tax parcel 048-00-01-009, and to authorize the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to SC Grays LLC, or its assigns, and matters related thereto. (*1st reading 07.15.2024*)

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

16: **Andrew Fulghum** – Consideration of a **1st reading** of an Ordinance An Ordinance authorizing the sale of an easement five feet either side of a centerline of a utility line to be installed, comprising approximately (*to be inserted*) sq. ft., over an approximately 0.35 acre parcel bearing TMS 063-26-28-007, being the Jasper County Central Court Magistrates Office parcel on Adams Street, to Palmetto Electric Cooperative, Inc. in order to facilitate the installation of fiber optic cable, in exchange for the amount of (*\$ to be inserted*) as compensation, and to authorize the Jasper County Administrator to execute such easement and other documents as may be necessary and appropriate to effect the transfer to Palmetto Electric Cooperative, Inc., or its assigns, and matters related thereto.

17. **Kimberly Burgess** – Consideration of approval of the purchase of equipment from Blanchard Equipment for the Engineering Services Department under the SC State Contract Services.

18. **Andrew Fulghum** – Discussion of Previously Awarded and Accepted Grant - Purchase of Property for BMX Track.

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 three (3) minutes per person and total public input will be limited to 30 minutes.

19. Administrator's Report

CONSENT AGENDA

20. Approval of the Minutes of 05.20.2024

END OF CONSENT AGENDA

21. Council Members Comments:

22. 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.*

23. Adjournment:

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

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

Item # 9

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2024 -__

RESOLUTION OF JASPER COUNTY COUNCIL

RESOLUTION finding that the Jasper County 250 Committee (Committee), a local committee, was recognized and approved by the Jasper County Council by Resolution Number R-2023-04, and as such is subject to the Jasper County Purchasing and Contracting Ordinance (Article V of the Code of Ordinances) and is seeking County Council approval of the following special services as provided in Article V, Sec. 2-413 of the Jasper County Code of Ordinances; and

WHEREAS, the Jasper County 250 Committee has been awarded a grant from the South Carolina American Revolution Sestercentennial Commission in the amount of \$147,000 for the development of the Old House Plantation/Tomb of Thomas Heyward, Jr. (“Old House Grant”) into a more attractive tourist destination; and

WHEREAS, the expected outcome of the Old House Grant includes an archaeological dig with plan for protecting worksite during off hours, and the creation of a documentary of the dig; and

WHEREAS, the LAMAR Institute was an important factor in the approval of the grant application by the South Carolina American Revolution Sestercentennial Commission; and

WHEREAS, the cost of \$48,000 for the archaeological dig was included as a line item in the Old House Grant application; and

WHEREAS, the services of LAMAR Institute was recommended by the South Carolina American Revolution Sestercentennial Commission and the South Carolina Battlefield Preservation Trust; and

WHEREAS, Lamar Institute is prepared to begin work on the project in October 2024, which is critical to the completion date of November 15, 2025, as provided in the terms of the Old House Grant; and

WHEREAS, the documentary company, Wide Awake Films, was recommended and approved by the South Carolina American Revolution Sestercentennial Commission and the South Carolina Battlefield Preservation Trust; and

WHEREAS, Wide Awake Films was specifically mentioned as the documentary provider in the expected outcome section of the Old House Grant award document: and

WHEREAS, Wide Awake Films, an award-winning documentary firm, is available and willing to film in concert with archaeologists, and has the experience and ability to later adapt film to museum interactive and virtual reality productions; and

WHEREAS, the cost of the documentary is \$82,800 to be funded in part by the Old House Grant (\$35,000) and in part (\$47,800) by the Jasper County Local Accommodations and Local Hospitality Taxes Resolution #R-2024-17; and

WHEREAS, the services of both LAMAR Institute and Wide Awake Films are professional service, which are normally obtained on a fee basis and meet the definition of “special services” in Article V, Sec 2.413 of the Jasper County Code of Ordinances; and

WHEREAS, Article V, Sec. 2-413 states that special services may be procured by the county without utilization of a bidding process provided certain requirements are met; and

WHEREAS, it is the opinion of the Chief Procurement Officer and the County Administrator, that with the approval by County Council of these services, all requirements Article V, Sec. 2-413 are met; and

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that the requirements of Article V, Sec. 2-413 are met and hereby approves the services of LAMAR Institute and Wide Awake Films on behalf of the Jasper County 250 Committee; and

BE IT FURTHER RESOLVED, that the County Council authorizes the County Administrator, Mr. Andrew Fulghum, to execute the contracts on behalf of the Jasper County 250 Committee.

SIGNATURES FOLLOW

This Resolution No .R- 2024- ___ made this _____ day of _____, 2024.

L. Martin Sauls, IV
Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

CONSULTING AGREEMENT

This consulting agreement (this Agreement) made effective this ____ day of _____ 2024, is between Jasper County, SC/Jasper County 250 Committee and The LAMAR Institute, Inc, the latter of whose principal place of business is located at 101 Savannah Ave., Rincon, Georgia 31326.

RECITALS

1. Jasper County, SC/Jasper County 250 Committee, hereafter cited as JCSC250, is desirous of using the services of The LAMAR Institute, Inc., hereafter cited as CONSULTANT, to perform archaeological services on portions of the Old House property in Jasper County, South Carolina for Jasper County Government.
2. CONSULTANT shall provide professional consulting services for JCSC250 as specified in the Scope of Services, shown below.

NOW THEREFORE, in consideration of the recitals and the mutual covenants hereinafter set forth, the parties agree as follows:

SCOPE OF SERVICES

Consultant shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth below. All Services shall be performed in a timely manner and in accordance with generally accepted standards for CONSULTANT'S profession and all applicable federal, state, and local laws and regulations affecting the Services or the subject matter thereof. Such Services shall include the following:

- Ground Penetrating Radar (GPR) survey of available portions of the Old House site property
- Systematic metal detector survey of the study property.
- Excavation of a minimum of two square meters in test units on the study property
- Participation during fieldwork in, minimally, one Public Outreach event arranged by JCSC250
- Documentation, analysis, and interpretation of the collected GPR data, systematic metal detector data, and test unit excavation data in a technical research report.

Upon completion of the project, one copy of the completed field report will be filed with the Office of State Archeologist, Columbia, South Carolina.

TERM

The project work will commence within 70 days of receipt of a written notice to proceed and will be completed by November 15, 2024. Rita F. Elliott will be the project's Principal Investigator. Fieldwork will be directed by Daniel T. Elliott. They will be assisted by other LAMAR Institute personnel. The project will include GPR survey, systematic metal detector survey and limited archaeological test excavation, followed by an appropriate analysis and reporting period. The fieldwork will be conducted in October

2024. All artifacts will be processed and analyzed in the CONSULTANT'S laboratory in Rincon, Georgia. Laboratory analysis and reporting will be conducted between November 1, 2024 and March 31, 2025.

The parties have the option to extend this Agreement for an additional period, or until completion of the Services, whichever is sooner.

COMPENSATION AND EXPENSES

In exchange for CONSULTANT's performance of the Services, during the Term, JCSC250 shall pay CONSULTANT Forty-eight Thousand Dollars (\$48,000.00) as Basic Compensation for services rendered. The payment schedule consists of two equal invoices (lump sum), the first half of the total will be submitted at the beginning of fieldwork and the second (final) half of the total will be submitted upon project completion as indicated by CONSULTANT'S project report submittal. Payment should be made payable and mailed to: The LAMAR Institute, 101 Savannah Ave., Rincon, Georgia 31326.

INDEMNIFICATION

CONSULTANT agrees to indemnify, defend or hold harmless JCSC250, its partners, officers, directors, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person, or damage to property of any kind, caused by breach of this Agreement, misconduct or negligent acts, errors or omissions of CONSULTANT or his employees or sub-consultants.

INSURANCE

CONSULTANT agrees that at all times during the Term of this Agreement, CONSULTANT shall carry and maintain, in full force and effect, and at its sole cost and expense, the following insurance policies:

- (a) General Commercial liability insurance for the duration of the Agreement. This policy shall have a \$3,000,000.00 aggregate limit that will apply specifically to this project.
- (b) Workman's Compensation Insurance as required by the State of South Carolina and Georgia with a limit of \$500,000.00.
- (c) Professional Liability Insurance in the amount of \$1,000,000.00.

The JCSC250 shall be notified thirty days in advance of any cancellations or alteration to the insurance certificates outlined above. These notifications shall be addressed to the JCSC250's address given above.

TERMINATION

Either party shall have the right to terminate this Agreement at any time, for cause related to breach of the Agreement, deception, fraud, misrepresentation, falsification, or payment, upon seven (7) days prior written notice to the other. Upon termination, CONSULTANT shall be entitled to compensation for Services performed prior to the date of termination, on a pro rata basis, provided such Services are reasonably satisfactory to JCSC250.

INTELLECTUAL PROPERTY AND INFORMATION

CONSULTANT agrees that the Products provided to the JCSC250 will become the intellectual property of the same. The JCSC250 acknowledges that the CONSULTANT anticipates posting a public version of the report at the LAMAR Institute's website (<http://thelamarinstitute.org>) after gaining JCSC250 approval.

The JCSC250 will be provided with two printed copies and one digital copy of the archaeology technical report of findings by CONSULTANT at the completion of the project. The CONSULTANT will provide all deliverables as specified in the proposal (see attached). This report will meet or exceed established standards for archaeological reports for the State of South Carolina and the Secretary of the United States Department of Interior.

DELEGATION AND ASSIGNMENT

This is a professional services contract with CONSULTANT and therefore, CONSULTANT shall not delegate or assign his duties under this Agreement without the prior written consent of JCSC250. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party.

NOTICES

Any notice, demand, or communication, which either party may desire or be required to give to the other party, shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by first class US mail, postage prepaid, addressed as follows:

If to JCSC250:	JCSC250 Mr. Smittie Cooler JC250 Committee Chair 1850 Tickton Hall Rd. Ridgeland, SC 29936
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If to CONTRACTOR:	President Daniel T. Elliott The LAMAR Institute, Inc. 101 Savannah Avenue Rincon, Georgia 31326-9147 (706) 341-7796
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Either party has the right to designate in writing, services as provided above, a different address to which any notice, demand or communication is to be mailed.

INDEPENDENT CONTRACTOR

(a) In carrying out its obligations and activities under this Agreement, CONSULTANT is acting as an independent consultant and not as an agent, partner, joint venture, or employee of JCSC250. CONSULTANT does not have any authority to bind the JCSC250 in any manner.

(b) CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to: (i) Unemployment Insurance Benefits; or (ii) Workers Compensation Coverage, from JCSC250. Further, CONSULTANT is obligated to pay federal and state income tax on any moneys paid it related to the Services.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations, and representations pertaining to the obligations to be performed hereunder.

CONFIDENTIALITY

During the Term of this Agreement and thereafter, CONSULTANT shall hold in trust and confidence information of a confidential nature, which includes, but is not limited to, financial, technical, or other business information relating to JCSC250 products, services or inventions, research and development, employee skills and salaries, customers, marketing and current and future business plans.

MISCELANEOUS

(a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(b) AMENDMENT. No Amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound hereby.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina.

COUNTERPARTS; FACSIMILE TRANSMISSION

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile or email counterparts shall be promptly followed with delivery of original executed counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

The LAMAR Institute, Inc.:

By: Daniel T. Elliott
Title: President
Date: _____

JCSC250:

By: _____
Title: _____
Date: _____

Production Estimate
prepared for:

Cathleen DeCourcy,
Jasper County 250 Committee



Old House Plantation
Archeology/Thomas Heyward Jr. Project Film
-revised proposal-
June 4, 2024

Submitted by:
Kerry Ramirez
[Wide Awake Films](http://WideAwakeFilms.com)
816.979.1200
kerry@wideawakefilms.com

 **Wide Awake**
FILMS



Wide Awake
FILMS

315 DELAWARE STREET • KANSAS CITY, MO 64105

PH 816.872.3456 • FX 816.872.3459

WIDEAWAKEFILMS.COM



Dear Cathy,

Thank you for reaching out to us over the opportunity to create a documentary film focused on the Old House Plantation site in Jasper County. Being able to highlight the upcoming archaeological work and the remarkable life of Thomas Heyward Jr will no doubt generate increased appreciation for one of South Carolina's founding fathers. Below, you will find our revised estimate for the scope of work and project costs. This revised proposal includes some of the biographical coverage that was contained in the separate proposal. We look forward to speaking further with you about this proposal and to working with you on this great project.

Rob Shenk
Wide Awake Films

Scope of Work

Wide Awake Films will collaborate with the Jasper County 250 committee and the project's experts to create a short film (12-15 min. in length) that presents the following inter-related topics:



- A. A brief history of Thomas Heyward Jr. and his connection to Jasper County
 - a. Special attention to Heyward's entrepreneurial talents
- B. The Heyward's Old House Plantation Home
- C. Highlights of the archeological efforts (both past and current) that have revealed more of the history of the Old House Plantation Home site.
 - a. Attention to finds that validate that the home was occupied by British troops in 1779 (Prevost's March)

This film will employ archival footage and imagery, video of archeological efforts, Wide Awake Films' stock footage, and interviews with experts to create a lively, accessible production that educates the public and inspires them to learn more by visiting the site.

Estimate

Our estimate for this project includes the following:

- 15 days of pre-production time, including:
 - 4 days of creative development and project coordination
 - 8 days of historical research and scriptwriting
 - 3 days shoot coordination and prep
- 1/2 day of scouting+shoot prep / 2.5 days of shoot time* / 2 days of travel time on location in Jasper County, including:
 - two Blackmagic camera packages
 - our 4K drone package
 - our four-person crew: Producer/Drone Op, Camera A Op, Assistant Camera, and Audio Technician (local)
 - location fees/permits

*This estimate also includes one day of additional b-roll shooting by our producer, as needed.

- 23.5 days of post-production time, including:
 - 17 days of editing/media management
 - 3 days of graphic design/animation
 - 3.5 days of creative direction/project management
 - 10 seconds of WAF stock footage

TOTAL estimate for this film: \$71,149

Estimated travel costs: \$5,525**

**We do our best to estimate travel carefully, but please note that travel costs will be billed at the actual rates.



We appreciate the opportunity to provide you with our estimate, and we welcome your questions and comments.

Very best regards,
Kerry Ramirez,
Studio Manager
Wide Awake Films

This proposal, containing confidential information and concepts by Wide Awake Films, is provided for the sole purpose of permitting evaluation by the holder of this document. In receiving this proposal, Jasper County 250 Committee agrees to maintain the enclosed information in confidence and not to reproduce or otherwise disclose or repurpose any information to any person outside the group or team directly responsible for evaluating its contents. Upon acceptance of this proposal, Jasper County 250 Committee agrees to abide by the terms of use granted by Wide Awake Films. In addition, Jasper County 250 Committee grants to Wide Awake Films portfolio rights for the work being commissioned, which includes the display of the finished piece on our website and our social media channels.

Terms of Use: The finished film can be used in its final form by the Jasper County 250 Committee. The show may be used in social media and for other marketing purposes. Assets originated for the project can be used non-exclusively by the client for other projects in perpetuity. Wide Awake Films can use any element of the project for marketing and exhibition purposes in perpetuity, worldwide, all media. Any licensed stock footage, audio or music assets cannot be used in any other project without written permission. In this instance, additional licensing fees will be charged.

All costs presented are valid for 30 days. Should the scope or details of the project exceed the total estimated amount, a revised estimate will be drafted and presented for approval.

Wide Awake Films requires that 50% of the estimate is paid upon acceptance of the proposal, and the remaining balance is paid upon delivery of the finished video.

Cathleen DeCourcy, Jasper County 250 Committee date

Kerry Ramirez, Wide Awake Films date

Item # 10



Jasper County Planning and Building Services

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

Lisa Wagner, CFM
Director of Planning and Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	September 3, 2024
Project:	Zoning Map Amendment - Solar Farm Floating Zone
Applicant:	Moffett Solar II, LLC
Tax Map Number:	TMS# 050-00-06-002, 050-00-06-005, 059-00-01-002, 059-00-01-003 and 059-00-01-033
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission Recommends Approval

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

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

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

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

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

Attachments

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

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: O-2024-18

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

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

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

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

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

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

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

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

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

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

L. Martin Sauls IV
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: # O-2024-18

First Reading: 8/02/2024

Second Reading: 9/3/2024

Public Hearing: 9/3/2024

Adopted: _____

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



Katherine E. Ross

Partner

t: 919.835.4671

f: 919.834.4564

katherineross@parkerpoe.com

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

May 28, 2024

Via Electronic Mail

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

Re: Moffett Solar II Application

Dear Lisa,

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

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

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

Sincerely,

A handwritten signature in black ink that reads 'Katherine E. Ross'.

Katherine E. Ross

Enclosures

Giacomo Cernjul (via email)

PPAB 11034403v1

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

t 919.828.0564 f 919.834.4564 www.parkerpoe.com



Jasper County Planning Department

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

Zoning Map Amendment Application

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

May 24, 2024

Signature of Owner or Owner-Authorized Applicant
(Proof) of owner-authorization required)
Date

Internal Use Only

Date Received:	
Amount Received:	
Staff Member:	

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

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

Dear Ms. Wagner:

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

Please contact me at 704-661-5251 or tomr@seas-tr.com if you have any questions.

Sincerely,

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

Thomas R. Rochester, Manager
TRR Real Estate, LLC

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

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

AMENDMENT TO SHORT FORM MEMORANDUM OF PURCHASE OPTION AGREEMENT

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

Recitals

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

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

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

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

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

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

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

[Signatures on Following Page]

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

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

Witness #1:

By: [Signature]
Name: Peter B. HENNESSY

Witness #2:

By: [Signature]
Name: Jody Lewis

TRR REAL ESTATE LLC

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

STATE OF Massachusetts
COUNTY OF Barnstable

CONFIDENTIAL
Notarized by: [Signature]
7/6/2023 10:48 AM EDT

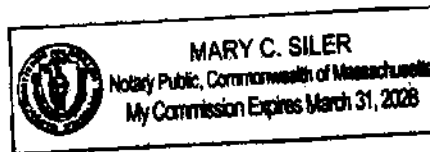
On this the 22 day of July, 2023 before me, the undersigned officer, a Notary Public, personally appeared Tom Rochester known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument who acknowledged himself/herself to be the South Carolina Drivers of TRR REAL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

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

[Signature]
Notary Public

My Commission Expires:

3/31/2028



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

Witness #1:

By: [Signature]
Name: Kevin Chan

MOFFETT SOLAR II, LLC, a Delaware limited liability company

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

Witness #2:

By: [Signature]
Name: Keegan Bartkus

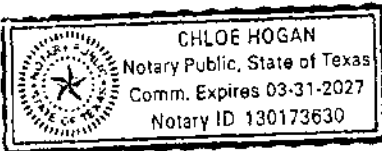
STATE OF TX)
COUNTY OF Harris ss:

On this the 21st day of June, 2023, before me, the undersigned officer, a Notary Public, personally appeared Omar Aboudaher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself/herself to be the Authorized Signatory of MOFFETT SOLAR II, LLC, a Delaware limited liability company, and that he/she as such Authorized Signatory being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such Omar Aboudaher

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

[Signature]
Notary Public

My Commission Expires:



CONFIDENTIAL
Produced by:
7/6/2023 4:26:00 PM EDT

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

PROJECT NARRATIVE

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

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

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

Bufferyards, Screening, and Setbacks

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

Table 8:7-1

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

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

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

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

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

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

Fencing, Security, and Wildlife Corridors

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

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

Height

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

Glare

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

Driveways

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

Sound

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

Transmission Lines

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

Signage

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

Decommissioning Plan

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

Comprehensive Plan Consistency

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

Glint & Glare Study

Moffett Solar II

Project No. 262154

28 May 2024

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

Figure 3: Existing Vegetation Buffers within the Project Site

Tables

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

Appendices

Appendix A: ForgeSolar Glint & Glare Model Analysis

Summary


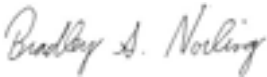
Wood has been commissioned by Moffett Solar II, LLC. (the Client) to carry out a Glint & Glare study in accordance with the requirements stipulated in Section 8:7:3 of Jasper County’s Zoning Ordinance for the Moffett Solar II project (the Project) in Jasper County, South Carolina. The proposed Project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

Definitions

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

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

Approval Record

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

1 Introduction and Project Overview

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

2 Key Observation Points

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

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

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

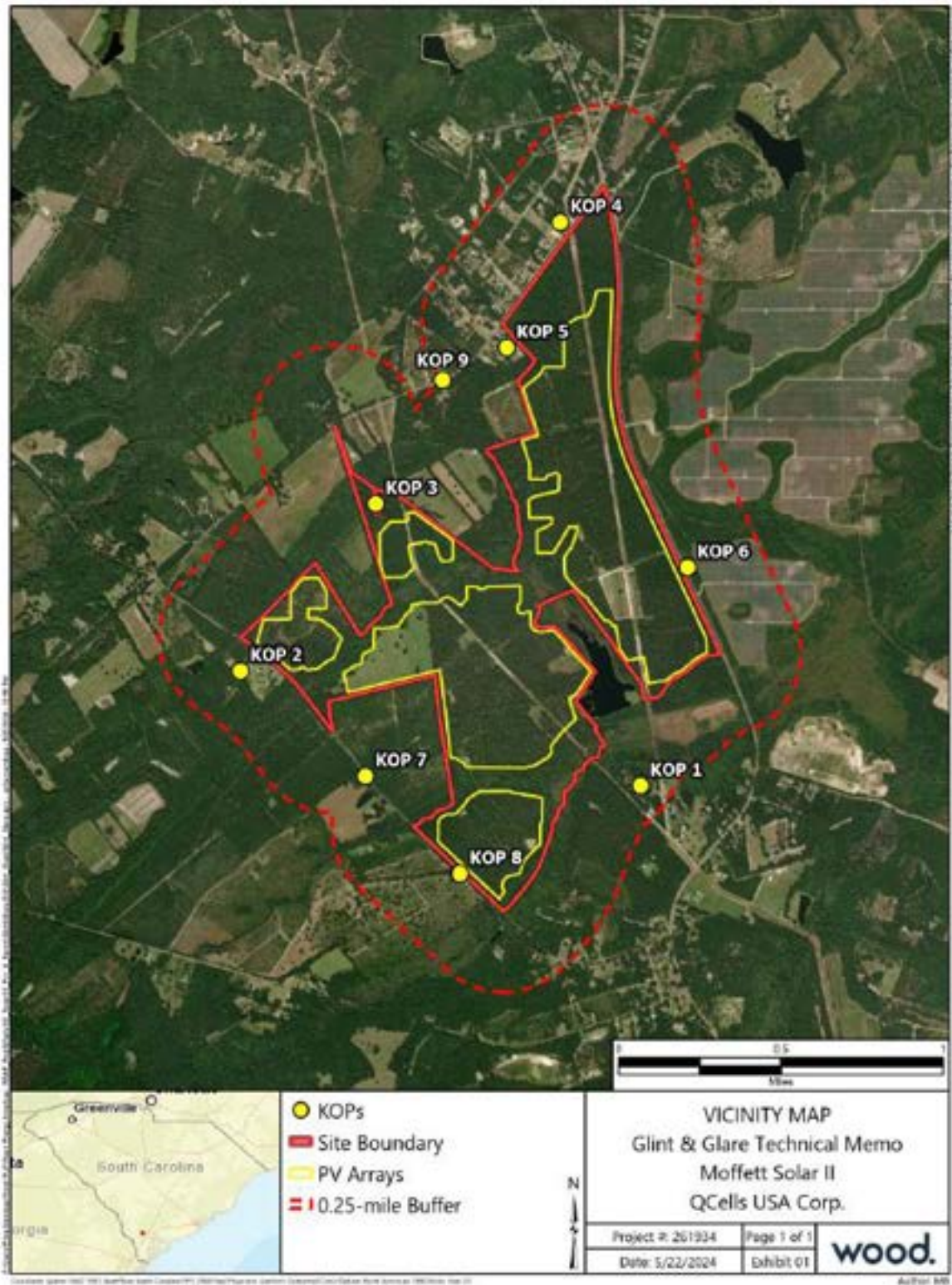


Figure 1: Vicinity Map with KOPs and 0.25-mile buffer

3 Glint and Glare Assessment Methodology

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

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

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

PV Array Parameters

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

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

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

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

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

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

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

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

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

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

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



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

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

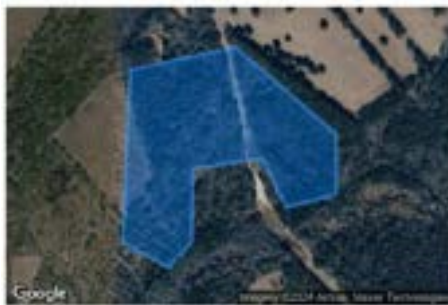


Figure 2: Model Inputs for PV-Array Areas within the Project Site

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

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

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

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

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

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

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

PV Array Vertices Parameters

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

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

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

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

Residential- and Road-based KOP Parameters

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

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

4 Glint and Glare Results

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

5 References

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

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

ForgeSolar: PV Planning and Glare Analysis. *ForgeSolar*, www.forgesolar.com/help/. Accessed May 2024.

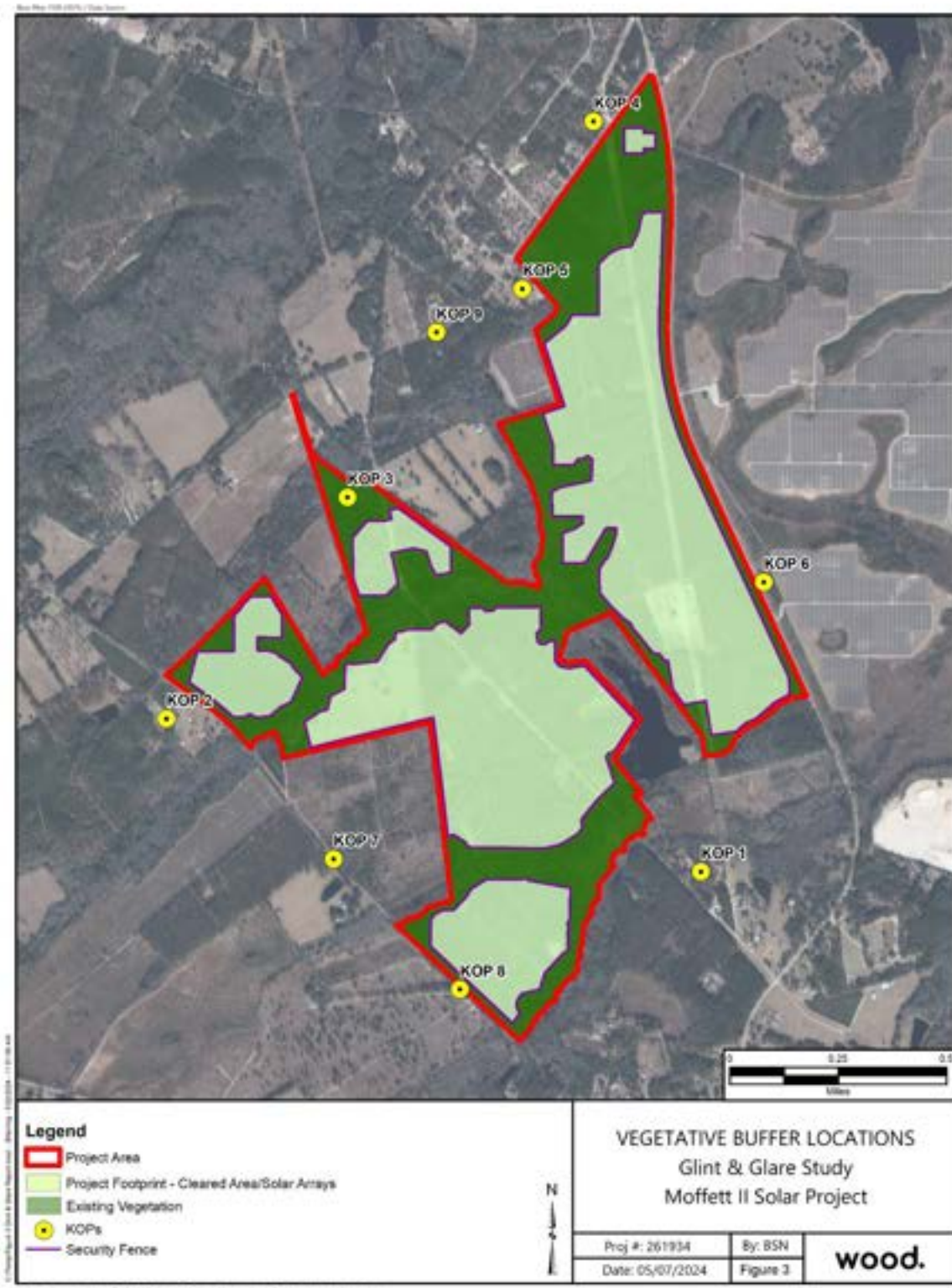


Figure 3: Existing Vegetation Buffers within the Project Site

Appendix A



Moffet

Moffet 1

Client: QCells

Created May 01, 2024

Updated May 22, 2024

Time-step 1 minute

Timezone offset UTC-4

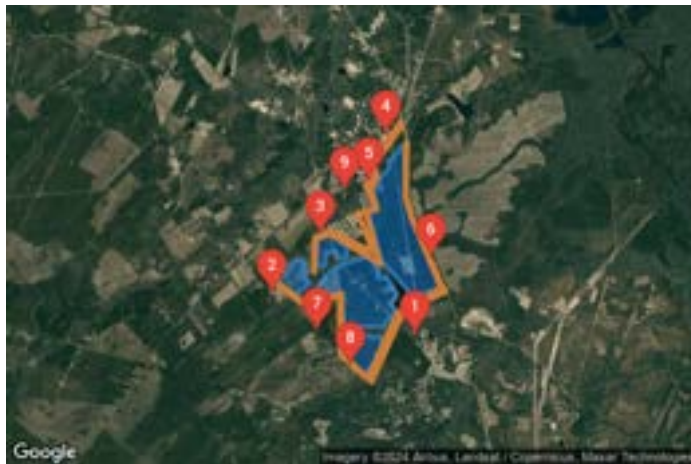
Minimum sun altitude 0.0 deg

Site ID 118685.20288

Project type Advanced

Project status: active

Category 100 MW to 1 GW



Misc. Analysis Settings

DNI: varies (1,000.0 W/m² peak)
Ocular transmission coefficient: 0.5
Pupil diameter: 0.002 m
Eye focal length: 0.017 m
Sun subtended angle: 9.3 mrad

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

Summary of Results No glare predicted!

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

PV Array(s)

Total PV footprint area: 516.1 acres

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



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

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



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

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



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

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



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

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



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

Discrete Observation Receptors

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

Obstruction Components

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



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

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



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

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



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

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



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

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



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

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



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

Summary of PV Glare Analysis

PV configuration and total predicted glare

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

PV & Receptor Analysis Results

Results for each PV array and receptor

PV array 1 no glare found

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

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

No glare found

PV array 2 no glare found

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

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

No glare found

PV array 3 no glare found

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

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

No glare found

PV array 4 no glare found

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

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

No glare found

PV array 5 no glare found

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

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

No glare found

Assumptions

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

Project No. 262154

Revision 2

Decommissioning and Reclamation Plan

Moffett Solar II Project

Submitted to:

Jasper County South Carolina

Board of County Commissioners

Submitted by:

Moffett Solar II LLC

Prepared by:

Wood Group USA, LLC

Date: 5/28/24

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1.0 EXECUTIVE SUMMARY

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

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

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

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

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

2.0 GENERAL PROJECT INFORMATION

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

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

2.1 PHOTOVOLTAIC SOLAR MODULES

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

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

2.2 PV INVERTERS AND TRANSFORMERS

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

2.3 COLLECTION SYSTEM AND PROJECT SUBSTATION

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

3.0 ANTICIPATED PROJECT LIFECYCLE

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

4.0 DECOMMISSIONING

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

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

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

4.1 PV MODULE REMOVAL

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

4.2 RACKING AND FENCING

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

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

4.3 ELECTRIC WIRE (AC/DC) REMOVAL

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

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

4.4 ELECTRICAL COMPONENTS

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

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

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

4.5 PROJECT SUBSTATION

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

4.6 OVERHEAD GEN-TIE LINE

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

5.0 SITE RESTORATION

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

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

5.1 REVEGETATION

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

6.0 COST ESTIMATION

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

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

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

Table 6-1: Decommissioning costs without salvage

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

Table 6-2: Salvage Value

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

6.1 PRICING ASSUMPTIONS

- 1) All pricing is in 2024 US Dollars (USD).
- 2) No inflation is assumed for the pricing at end of life of the Project.
- 3) Commodity salvage rates are based on 2024 scrap metal rates. Scrap metal pricing is volatile based on market conditions.
- 4) Commodity salvage rates are assumed as follows:
 - a. Metal salvage rates pricing¹ is as follows:
Copper @\$3.50/lb, Aluminum @\$0.60/lb, Steel @\$313/ton²
 - b. Electronic scrap salvage rate³ is valued @ \$0.24/lb
 - c. Aggregate scrap is crushed gravel material only (assume partial value⁴ (50%))
valued at \$7.5/CY
- 5) Photovoltaic Module salvage value is calculated at 20% of current module pricing (@\$0.25/Wdc) to be a credit of \$0.05/Wdc. This estimate will be re-evaluated based on current market conditions at the time of decommissioning⁵.
- 6) Copper transformers salvage value is priced at \$0.24/lb⁶

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

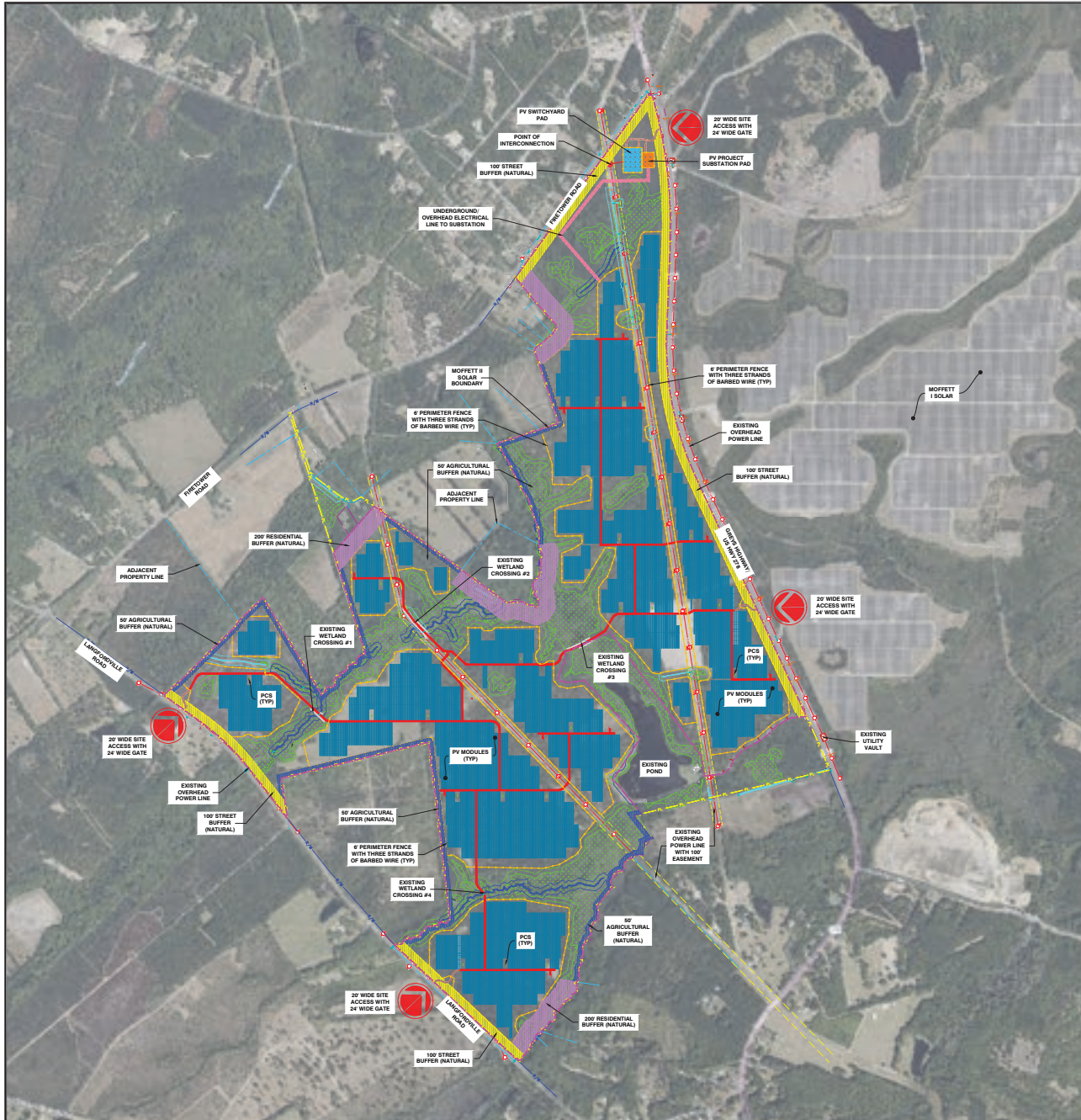
² <https://www.statista.com/statistics/209362/iron-and-steel-prices-in-the-us/>

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

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

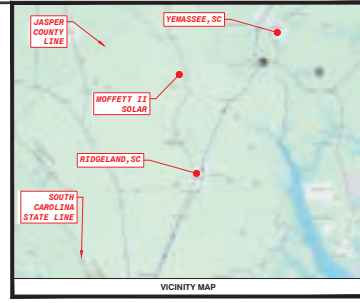
⁵ <https://psc.ky.gov/case/viewcasefilings/2022-00115>

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



LEGEND

50' AGRICULTURAL USE BUFFER (NATURAL)	[Symbol]
100' STREET BUFFER (NATURAL)	[Symbol]
200' RESIDENTIAL USE BUFFER (NATURAL)	[Symbol]
50' STREAM BUFFER	[Symbol]
80' TRIBUTARY BUFFER	[Symbol]
PROJECT SUBSTATION	[Symbol]
PROJECT SWITCHYARD	[Symbol]
SOLAR PROJECT BOUNDARY	[Symbol]
PARTICIPATING PROPERTY BOUNDARY	[Symbol]
EXISTING TRANSMISSION LINES	[Symbol]
EXISTING UTILITY SADDLES	[Symbol]
PROPOSED INTERNAL ROADS	[Symbol]
PROPOSED FENCE	[Symbol]
WETLAND FEATURE WITH 50' BUFFER	[Symbol]
ADJACENT PROPERTY LINE	[Symbol]
POINT OF INTERCONNECTION	[Symbol]



PV SYSTEM SPECIFICATION

SYSTEM	ENTIRE POWER PLANT
SYSTEM SIZE AC (@POI)	KWac 74,900
SYSTEM SIZE DC	KWdc 93,895

(Per Zoning Ordinance Section 8.7.3.1) Bufferyard Requirements (As measured from Property Line)

Existing Use of Adjacent Properties							
Proposed Use	Agriculture	Single Family Dwelling	All Other Residential Use	Office/ Institutional	Commercial/ Non-Effluent Industry	Effluent Producing Industry	Street
Setback (ft)	50'	50'	50'	50'	50'	50'	50'

(Per Zoning Ordinance Section 8.7.3.1) Setback Requirements (As measured from Property Line)

Setback Requirements							
Proposed Use	Agriculture	Single Family Dwelling	All Other Residential Use	Office/ Institutional	Commercial/ Non-Effluent Industry	Effluent Producing Industry	Street
Setback (ft)	50'	50'	50'	50'	50'	50'	50'

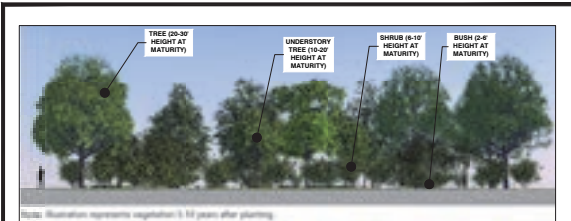
(Per Zoning Ordinance Section 7.4) Riparian Buffers (As measured from Water Source Edge)

Riparian Buffers				
Proposed Use	Upland Areas (Forest Areas, Wetlands, Beach/Dune System)	Intertidal Wetlands, Saltwater or Freshwater	Non-Intertidal Wetlands, Saltwater or Freshwater	Rivers, Streams (non-urban area)
Setback (ft)	50'	50'	50'	50'

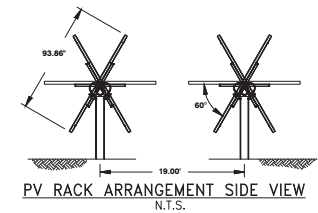
wood
WOOD RENEWABLES PROJECT DEVELOPMENT & ENGINEERING
3415 Grayhawk Drive, Suite 200
Austin, TX 78731
WWW.WOODGROUP.COM

REVISION	DATE	BY	APPROVED

PROJECT: MOFFETT II SOLAR PROJECT
SOLAR PROJECT
JASPER COUNTY, SOUTH CAROLINA
TITLE: CONCEPTUAL PV LAYOUT



NOTE: THE TYPE AND NUMBER OF PLANTS ARE TO BE DETERMINED AT TIME OF DEVELOPMENT PERMIT APPROVAL. THE OBJECTIVE IS TO CREATE A VISUAL SCREEN FROM ROAD/PROPERTY LINE IN LOCATIONS WHERE NATURAL VEGETATION IS LIMITED.



0 150' 300' 600' 1200'
1"=600'-0"

WORK SAFELY

acells

DATE: MAY 20, 2024

SCALE: 1" = 600'

PROJECT NUMBER: 262154

DRAWING NUMBER: 262154-US-PD-DWG-C100

SHEET NUMBER: C100

PRELIMINARY

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

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

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

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

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


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

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

[signature pages to follow]

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

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

By:  _____
Name: Thomas R. Rochester
Title: Manager

MOFFETT SOLAR II, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

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

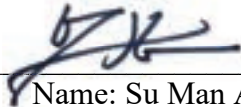
TRR Real Estate, LLC,
a North Carolina limited liability company

By: _____
Name: Thomas R. Rochester
Title: Manager

MOFFETT SOLAR II, LLC,
a Delaware limited liability company

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

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

By:  _____
Name: Su Man Ahn
Title: Authorized Signatory

Item # 11

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR JASPER COUNTY
ORDINANCE NO. O-2024-19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

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

EXHIBIT A
FORM OF DEVELOPMENT AGREEMENT

**MOFFETT SOLAR
DEVELOPMENT AGREEMENT
BY AND BETWEEN**

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

____, 2024

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EXHIBITS

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

DEVELOPMENT AGREEMENT

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

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

RECITALS

This Agreement is predicated upon the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Applicable Land Use Regulations.

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

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

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

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

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

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

12. LAND USES AND INTENSITIES

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

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

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

[B. SUBDIVISION PLAN AND DEVELOPMENT PERMIT APPROVAL]

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

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

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

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

14. Traffic Considerations.

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

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

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

15. Fees.

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

(b) Fees-in-lieu of Taxes.

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

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

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

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

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

16. Schedule for Project Development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. Successors and Assigns.

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

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

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

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

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

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

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

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

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

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

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

30. General Terms and Conditions.

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

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

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

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

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

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

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

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

With copies to:

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

[]

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

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

[SEPARATE SIGNATURE PAGES ATTACHED]

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

Witness:

JASPER COUNTY

By: _____

L. Martin Saul IV, Chairman

Attest: _____

Wanda Simmons, Clerk of Council

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF JASPER)

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

Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

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

Witness:

MOFFETT SOLAR II, LLC,
a Delaware limited liability company

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

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

By: _____
Name: _____
Its: Manager

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

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

Notary Public for _____
Print Name: _____
My Commission Expires: _____

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

Witness:

MOFFETT SOLAR II, LLC,
a Delaware limited liability company

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

By: _____
Name: _____
Its: Manager

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

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

Notary Public for _____
Print Name: _____
My Commission Expires: _____

EXHIBITS

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

Exhibit A

Legal Description

Exhibit B

Boundary Plat

TO BE INSERTED

Exhibit C
Development Schedule

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

Exhibit D

Current Regulations

TO BE INSERTED

Exhibit E

Development Agreement Ordinance

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR JASPER COUNTY
ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

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

Exhibit F

Form Partial Assignment and Assumption of Rights and Obligations

STATE OF SOUTH CAROLINA)
)
)
)
 COUNTY OF JASPER)
)
)
)

**PARTIAL ASSIGNMENT AND
 ASSUMPTION OF RIGHTS AND
 OBLIGATIONS UNDER
 DEVELOPMENT AGREEMENT**

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

RECITALS:

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

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

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

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

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

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

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

(ii) []

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

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

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

As to Assignee:

Attn: _____
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

With a required copy to:

Attn: _____
Telephone Number: _____
Facsimile Number: _____
E-mail: _____

To Assignor:

ATTN:

Telephone Number: _____
Facsimile Number: _____
E-mail: _____

With a required copy to:

[]

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Signed, sealed and delivered
in the presence of:

ASSIGNEE:

Witness

By: _____
Name: _____
Its: _____

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

COUNTY OF _____

)

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

Notary Public for South Carolina

Printed Name of Notary

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

MOFFETT SOLAR II, LLC

Witness

By: _____

Name: _____

Its: _____

Witness

STATE OF SOUTH CAROLINA)

)

COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

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

Notary Public for South Carolina

Printed Name of Notary

My Commission Expires: _____

Exhibit A to Partial Assignment
Property

Exhibit B to Partial Assignment
Transferred Property

EXHIBIT G

Fee Schedules

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

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

Plan Review

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

Site and Building Inspections

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

Exhibit H

Legal and Equitable Owners

1. Moffett Solar II, LLC

Item # 12

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR JASPER COUNTY
ORDINANCE NO. O-2024-11

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND MOFFETT SOLAR II, LLC, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; APPROVING THE CREATION OF A MULTICOUNTY PARK WITH HAMPTON COUNTY, SOUTH CAROLINA; AUTHORIZING THE EXECUTION AND DELIVERY OF A MULTICOUNTY PARK AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND HAMPTON COUNTY, SOUTH CAROLINA; AND OTHER RELATED MATTERS.

WHEREAS, Jasper County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County wishes to create a multicounty park with Hampton County, South Carolina more particularly known as the Moffett Solar II Park (“Park”) by entering into an Agreement for Development of a Joint County Industrial and Business Park (Moffett Solar II) the form of which is attached here as Exhibit B (“Park Agreement”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, MOFFETT SOLAR II, LLC (“Sponsor”), a company previously known to the County as Project Icarus, desires to establish a solar energy generation facility in the County through the acquisition, lease construction, and purchase of certain land, buildings, furnishing, fixtures apparatuses and equipment in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$90,000,000;

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as Sponsor, the form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating the Project in the Park; and (3)

providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and

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

Section 1. *Statutory Findings.* Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Amendment of Ordinance.* This Ordinance was previously before Council to approve the Fee Agreement, the Park Agreement and a Development Agreement between the County and the Sponsor (“Development Agreement”). County Council has since confirmed its desire to approve the Development Agreement by means of a separate Ordinance [number] and instead of in this Ordinance

Section 4. *Inclusion within the Park.* The creation of the Park and the inclusion of the Project in the Park is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. The Park Agreement is approved and will be complete on adoption of this Ordinance by County Council and the adoption of an approving companion ordinance by the Hampton County, South Carolina.

Section 5. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 6. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 7. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 8. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

First Reading: April 15, 2024
Second Reading: May 6, 2024
Public Hearing: May 6, 2024
Refresher Reading: September 3, 2024
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

EXHIBIT B
FORM OF PARK AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

MOFFETT SOLAR II, LLC

AND

JASPER COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [], 2024

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- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Description of Special Source Revenue Credit

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Moffett Solar II, LLC	Section 1.1
Project Location	Jasper County, South Carolina	Exhibit A
Tax Map No.	059-00-01-003, 050-00-06-005, 050-00-06-002, 059-00-01-033, and 059-00-01-002.	Exhibit A
FILOT		
• Phase Exemption Period	30 years	Section 1.1.
• Contract Minimum Investment Target	\$90,000,000	Section 1.1
• Contract Minimum Jobs Requirement	NA	Section 1.1.
• Investment Period	5 years	Section 1.1
• Assessment Ratio	6%	Section 4.1(a)(ii)
• Millage Rate	.343	Section 4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1(a)(iii)
• Claw Back Information	Failure to invest \$2.5 million during the Investment Period terminates the Fee Agreement	
Multicounty Park	Kershaw County / Hampton County Multicounty Park	Section 1.1
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• Brief Description	Amount necessary to fix annual fee in-lieu-of-tax payment at \$2,900 per MWac	Exhibit C
• Credit Term	Term of the Fee Agreement	Exhibit C
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FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Jasper County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Jasper County Council (“*County Council*”) as the governing body of the County, MOFFETT SOLAR II, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and previously known to the County as Project Icarus (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish a commercial enterprise (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$90,000,000;

(d) By an ordinance enacted on [], 2024, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the

Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2027.

“**Contract Minimum Investment Target**” means a taxable investment in real and personal property at the Project of not less than \$90,000,000

“**County**” means Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Jasper County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Special Source Revenue Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**Final Output**” shall mean the final power output capacity of the Project as reported to the South Carolina Public Service Commission upon bringing the Project online and measured to the hundredth decimal point in MWac. The Sponsor shall report the Final Output to the County in writing

contemporaneously with its report to the South Carolina Public Service Commission, and upon receipt of the Final Output, the County will calculate the Fixed FILOT Payment.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2056 the Final Termination Date is expected to be December 31, 2058 which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2032.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Agreement for Development of a Joint County Industrial and Business Park (Moffett Solar II), dated as of [], between the County and Hampton County, South Carolina.

“**MWac**” means megawatts of alternating current.

“**Net FILOT Payment**” means the FILOT Payment net of the Special Source Revenue Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Special Source Revenue Credit**” means the special source revenue credit provided to the Sponsor pursuant to Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Special Source Revenue Credits are to be used for the payment of the costs of the Infrastructure.

“**Sponsor**” means MOFFETT SOLAR II, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee

Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on April 1, 2024 by adopting an Inducement Resolution, as defined in the Act on April 1, 2024.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a solar facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement t.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

**ARTICLE III
THE PROJECT**

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2027. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the construction or acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2. *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years) multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to .343, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) The FILOT Payment calculated in Section 4.1(a) above shall be referred to as the “Base FILOT Payment.” Subject to the terms and conditions of this Fee Agreement, the Base FILOT Payment shall be adjusted each year to produce the “Net FILOT Payment” due. The Net FILOT Payment that the Company or any Sponsor Affiliate shall be required to pay shall equal the sum during each year of the term of the Fee Agreement set forth on Schedule I. In years in which the Net FILOT Payment is lower than the Base FILOT Payment, an Infrastructure Credit shall be applied to the Base FILOT Payment and shall equal the difference between the Base FILOT Payment and the Net FILOT Payment for such year. In years in which the Net FILOT Payment is higher than the Base FILOT Payment, the Base FILOT Payment shall be increased to equal the Net FILOT Payment.¹ The FILOT Payments shall be in lieu of all *ad valorem* tax payments that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement. The FILOT Payments shall not be in lieu of any statutorily authorized fee or charge imposed by the County to support its operations.

The amount of the Net FILOT Payment is based upon the assumption that the Project has a 74.9 MWac capacity rating and that the Company will pay \$2,900 per MW increased 3% on an annual basis with the Net FILOT Payment in years 21 through 30 to be \$3,500. If the capacity rating of the Project changes to either lesser or greater than 74.5 MWac, which change shall be measured as of the last day of the prior fiscal year, the Company shall notify the County, and the Net FILOT Payment shall be adjusted by the same proportion subject to the floor established in this paragraph. For example, and by way of example only, if the Project’s capacity rating is increased to 82.5 MW, the Net FILOT Payment shall be increased by 10%. In no event shall the Net FILOT Payment equal less than 90% of the NET FILOT Payment set forth in a given year on Schedule I.

(c) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

¹ If it is determined that the Company and County may not simply agree upon a higher payment than the Base FILOT Payment, the assessment ratio for any year in which the Net FILOT Payment is higher than the Base FILOT Payment shall be adjusted to an assessment ratio that causes the Base FILOT Payment to equal the Net FILOT Payment.

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. Special Source Revenue Credits. To assist in paying for costs of Special Source Revenue, the Sponsor is entitled to claim a Special Source Revenue Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Special Source Revenue Credit is described in Exhibit C. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Special Source Revenue Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit C and reflecting the Special Source Revenue Credit. Provided, however, the Sponsor shall be required to report the Final Output to the County prior to the County preparing an annual bill with respect to the Project. Provided further that upon receipt of the Bill, Sponsor agrees to timely remit the Net FILOT Payment.

ARTICLE VI CLAW BACK

Section 6.1. Claw Back. In the event that the cost of the Project (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company shall pay the County an amount pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of Net FILOT Payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest as provided in Section 12-54-25 of the Code. In the event that the Company's investment in the Project

attains the Act Minimum Investment Requirement by the end of the Investment Period, but thereafter falls below the Act Minimum Investment Requirement (without regard to depreciation) prior to the Final Termination Date, this Fee Agreement shall terminate.

ARTICLE VII DEFAULT

Section 7.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) *A Cessation of Operations.* For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. *Remedies on Default.*

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$7,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Moffett Solar II, LLC
c/o Hanwha Q CELLS USA Corp.
300 Spectrum Center Drive, Suite 1250
Irvine, CA 92618
Attn: Patrick Brown

WITH A COPY TO:

Hanwha Q CELLS USA Corp.
Legal Department
300 Spectrum Center Drive, Suite 1250
Irvine, CA 92618
Attn: General Counsel

IF TO THE COUNTY:

Jasper County, South Carolina
Attn: Jasper County Administrator
P.O. Box 1149
358 Third Avenue
Ridgeland, South Carolina 29936

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Jasper County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Jasper County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

MOFFETT SOLAR II, LLC

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

SCHEDULE I
NET FILOT PAYMENTS

Year	FILOT Payments
1	\$217,500.00
2	224,025.00
3	230,746.00
4	237,668.00
5	244,798.00
6	252,142.00
7	259,706.00
8	267,498.00
9	275,522.00
10	283,788.00
11	292,302.00
12	301,071.00
13	310,103.00
14	319,406.00
15	328,988.00
16	338,858.00
17	349,024.00
18	359,494.00
19	370,279.00
20	381,388.00
21	3,500.00
22	3,500.00
23	3,500.00
24	3,500.00
25	3,500.00
26	3,500.00
27	3,500.00
28	3,500.00
29	3,500.00
30	3,500.00

EXHIBIT A
PROPERTY DESCRIPTION

Parcel Identification Numbers (PINs) 059-00-01-003 (139.9 acres), 050-00-06-005 (3.7 acres), 050-00-06-002 (87.6 acres), 059-00-01-033 (47.6 acres), and 059-00-01-002 (461.8 acres), respectively. In total, the subject property is approximately 740.6 acres.



EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Jasper County, South Carolina (“County”) and MOFFETT SOLAR II, LLC (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity

By: _____

Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

JASPER COUNTY, SOUTH CAROLINA

By: _____

Its: _____

EXHIBIT C (see Section 5.1)
DESCRIPTION OF SPECIAL SOURCE REVENUE CREDIT

A Special Source Revenue Credit in an amount necessary in each year to yield the Net FILOT Payment described in Section 4.1(b) for the Project through the period ending on the Phase Termination Date for the final Phase of the Project.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF JASPER)
)
 COUNTY OF HAMPTON)
)
)
)

**AGREEMENT FOR DEVELOPMENT OF
 A JOINT COUNTY INDUSTRIAL AND
 BUSINESS PARK (MOFFETT SOLAR II)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located within Jasper County and Hampton County is made and entered into as of [the later of the third reading date for Jasper or the third reading date for Hampton for the MCIP ordinance - just bracket the anticipated date and we will remove the brackets later], by and between Jasper County, South Carolina (“Jasper County”) and Hampton County, South Carolina (“Hampton County”).

RECITALS

WHEREAS, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. [] enacted by Jasper County Council on [Jasper third reading date], and Ordinance No. [], enacted by Hampton County Council on [Hampton third reading date], have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be developed in Jasper County and Hampton County a joint county industrial and business park (the Jasper County/Hampton County Park (Moffett Solar II), referred to herein as the “Park”), to be located upon property more particularly described in **Exhibit A** hereto; and

WHEREAS, as a consequence of the development of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Hampton County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the “Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. **Location of the Park.**

(A) As of the original execution and delivery of this Agreement, the Park initially consists of property that is located in Jasper County and which is now or is anticipated to be owned and/or operated by Moffett Solar, LLC (collectively, the “Company”), as more particularly described in Exhibit A (Jasper Property) hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by unilateral ordinance of the county council of the County in which the property to be added to the Park is located. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Jasper Property) or a revised Exhibit B (Hampton Property) which shall contain a legal description of the boundaries of the Park within Jasper County or Hampton County, as the case may be, as enlarged or diminished, together with a copy of the ordinance of the county council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by the respective county council of an ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by such county council. Notice of such public hearing shall be published in a newspaper of general circulation in the respective county at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

4. **Fee in Lieu of Taxes.** Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. **Allocation of Expenses.** Jasper County and Hampton County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance and promotion of the Park, in the following proportions:

If the property is located in the Jasper County portion of the Park:

A. Jasper County	100%
B. Hampton County	0%

If the property is located in the Hampton County portion of the Park:

A. Jasper County	0%
B. Hampton County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. **Allocation of Revenues.** Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed in accordance with the attached **Exhibit B**.

7. **Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry by Jasper County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Jasper County portion of the Park and the terms of such agreements shall be at the sole discretion of Jasper County. It is further agreed that entry by Hampton County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Hampton County portion of the Park and the terms of such agreements shall be at the sole discretion of Hampton County.

8. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Jasper County and Hampton County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to **Section 6** and **Section 7** of this Agreement.

9. **Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Jasper County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Jasper County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Hampton County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Hampton County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply.

10. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Jasper County is vested with the Sheriff’s Office of Jasper County, for matters within their jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Hampton County is vested with the Sheriff’s Office of Hampton County, for matters within their jurisdiction. If any of the Park properties located in either Jasper County or Hampton County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

11. **Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

12. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

13. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

14. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

15. **Term; Termination.** This Agreement shall extend until December 31, 2027, or such other date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Jasper County or Hampton County has outstanding contractual covenants, commitments or agreements to any owner or lessee of Park property, including, but not limited to the Company, to provide, or to facilitate the provision of incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless Jasper County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[End of Agreement – Execution Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

JASPER COUNTY, SOUTH CAROLINA

By: _____
Chair, County Council
Jasper County, South Carolina

[SEAL]

Attest:

By: _____
Clerk to County Council
Jasper County, South Carolina

signature page 1 to Agreement for Development of a Joint County Industrial and Business Park (Moffett Solar II Jasper County/Hampton County Park)

HAMPTON COUNTY, SOUTH CAROLINA

By: _____
Charles H. Phillips, Chairman of County Council
Hampton County, South Carolina

(SEAL)

Attest:

By: _____
Aline Newton, Clerk to County Council
Hampton County, South Carolina

*signature page 2 to Agreement for Development of a Joint County Industrial and Business Park (Moffett
Solar II Jasper County/Hampton County Park)*

Exhibit A

Legal Description

Exhibit B Revenue Distribution

For fee in lieu of tax revenues Jasper County (“County”) receives as the host county in a joint county industrial and business park there shall first be deducted any special source revenue credits.

After making the deduction of special source revenue credits, the County shall distribute 1% to any companion County.

The amount of revenues the County receives after making the deduction of special source revenue credits and the distribution of 1% to any companion county (“Retained Revenues”) shall be distributed as follows:

- FIRST: For reimbursement of the County for any expenditures made to attract to and locate any particular property in the joint county industrial and business park including expenses incurred with the creation of the joint county industrial and business park and ongoing expenses related to the joint county industrial and business park;
- SECOND: 10% of the Retained Revenues shall be distributed to the County’s Commercial Development Fund;
- THIRD: To the Taxing Entities, where “Taxing Entities” are those entities within the County which, as of the date of the agreement establishing the joint county industrial and business park, have taxing jurisdiction over the property to be located in such joint county industrial and business park, and no others, in the same ratio as each Taxing Entity’s millage bears to the aggregate millage of all Taxing Entities in any given year.

For Example:

Assuming a special source revenue credit of 15%, fee in lieu of tax revenues of \$1000 and expenditures by the County of \$100, the revenues shall be distributed as follows:

First, \$150 is deducted leaving \$850.

Next, 1% of the \$850 is distributed to the companion county. 1% of \$850 is \$8.50 leaving \$841.50 in Retained Revenues.

Next, 10% of the Retained Revenues is distributed to the County’s Commercial Development Fund. 10% of \$841.50 is \$84.15 leaving \$757.35

Next, \$100 is distributed to the County to reimburse the County for expenditures leaving \$657.35.

Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.

Item # 13

+

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-20

ORDINANCE OF JASPER COUNTY COUNCIL

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

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

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

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

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

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

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

2. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver on behalf of Jasper County”) a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser as more particularly described in the Agreement, as modified.

3. In connection with the execution and delivery of the deeds and other documents authorized hereunder, the County Administrator, with the advice and counsel of the County Attorney, and the law firm of Harvey & Battey, P.A., is fully authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, amendments, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.

4. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the contracts, contract amendments, deeds, acceptance of the deeds from Gopher Hill Holdings, LLC and its affiliates, including the negotiation of the terms related thereto and any other agreements prior to the enactment of this Ordinance are ratified and confirmed.

5. This Ordinance shall take effect upon approval of the Council.

Done this _____ day of _____, 2024.

L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE # O-2024-20

First Reading: 08.19.2024
 Second Reading: _____
 Public hearing: _____
 Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder Date: _____

Item # 14

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-21

ORDINANCE OF JASPER COUNTY COUNCIL

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

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

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

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

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

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

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

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

Done this _____ day of _____, 2024.

L. Martin Sauls, IV, Chairman

ATTEST:

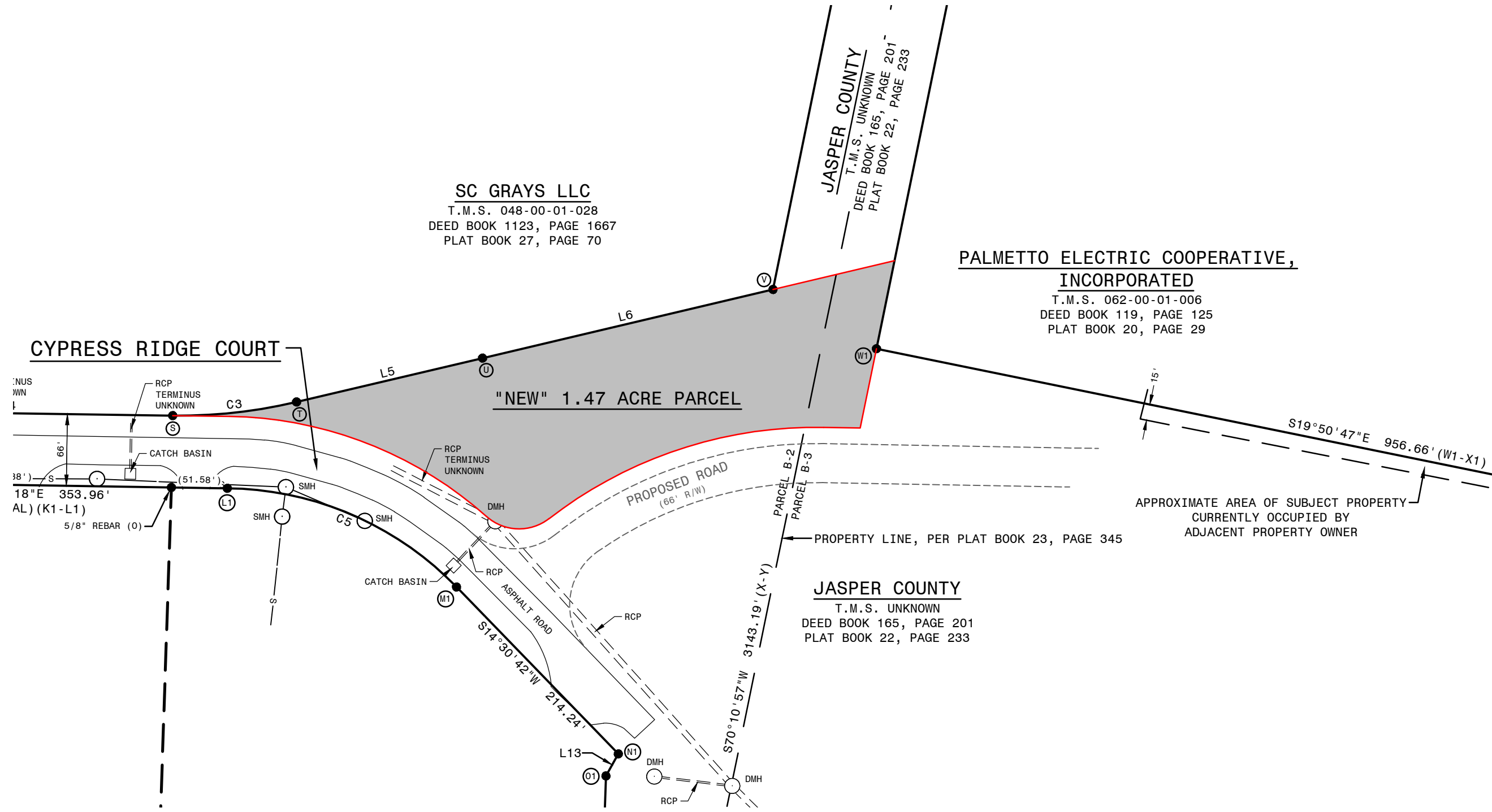
Wanda Giles, Clerk to Council

ORDINANCE # O-2024-21
First Reading: 07.15.2024

Second Reading: _____
Public hearing: _____
Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder Date: _____



**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2024-10

RESOLUTION OF JASPER COUNTY COUNCIL

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

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

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

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

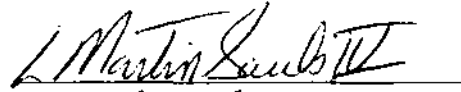
WHEREAS, Jasper County Council is of the belief that it is in the best interest of the County and its citizens to ratify this Purchase and Sale Agreement with SC Grays, LLC, and complete the sale in due course, which will require adoption of an ordinance authorizing the transfer of the Property;

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

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

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

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



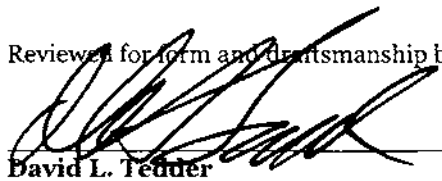
L. Martin Sauls, IV
Chairman

ATTEST:



Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.


David L. Tedder

4-15-24
Date

Attachment:

Agreement of Purchase and Sale with Sketch Drawing

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

Witnesses:

SELLER:

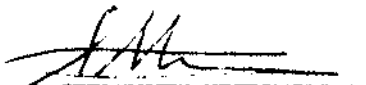
JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation

By: _____ (SEAL)

Name _____

Its: _____

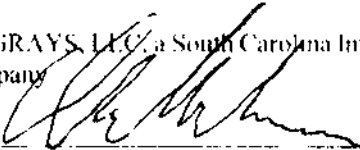
Date: _____



IGOR MITNIK

PURCHASER:

SC GRAYS, LLC, a South Carolina limited liability company

By:  (SEAL)

Name: Oleg Mitnik

Its: Authorized Member

Date: 03/25/24

AGREEMENT OF PURCHASE AND SALE

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

RECITALS:

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

2. Purchaser desires to purchase the Property.

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

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

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

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

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

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

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

2.3 **Earnest Money.**

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

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

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

3. Survey.

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

4. Inspection.

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

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

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

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

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

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

5. Closing.

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

5.2 Closing Costs and Prorations.

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

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

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

5.3 Title.

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

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

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

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

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

5.4 Closing Documents.

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

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

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

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

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

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

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

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

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

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

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

6. **Seller's Representations.**

Seller represents to Purchaser as follows:

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

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

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

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

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

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

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

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

7. Purchaser's Representations.

Purchaser represents to Seller as follows:

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

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

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

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

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

8. General Provisions.

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

8.2 No Joint Venture; Third-Party Beneficiaries.

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

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

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

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

8.4 Default and Remedies.

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

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

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

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

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

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

If to Purchaser:

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

With a copy to:

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

If to Seller:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION BEGINS ON THE FOLLOWING PAGE]

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

Witnesses:

Cecelia Preston
[Signature]

SELLER:

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

By: *[Signature]* (SEAL)

Name: ANDREW P. FULGUM

Its: COUNTY ADMINISTRATOR

Date: 4-2-24

PURCHASER:

SC GRAYS, LLC, a South Carolina limited liability company

By: _____ (SEAL)

Name: Oleg Mitnik

Its: Authorized Member

Date: _____

ACKNOWLEDGMENT AND AGREEMENT OF ESCROW AGENT

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

ESCROW AGENT:

WEINER, SHEAROUSE, WEITZ, GREENBERG &
SHAWE, LLP

By:

Name: _____

Title:

EXHIBIT A
Legal Description
(Preliminary)

ADDENDUM # 1 TO AGREEMENT OF PURCHASE AND SALE

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

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

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

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

Witnesses:

Cecelia Panton
[Signature]

SELLER:

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

By: [Signature] (SEAL)

Name: ANDREW P. FULTON

Its: COUNTY ADMINISTRATOR

Date: 4-2-24

PURCHASER:

SC GRAYS, LLC, a South Carolina limited liability company

By: _____ (SEAL)

Name: Oleg Mitnik

Its: Authorized Member

Date: _____

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

Jasper County Council

By: _____

L. Martin Sauls, IV, Chairman

Item # 15

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE NUMBER O-2024-_____

AN ORDINANCE OF JASPER COUNTY COUNCIL

TO AMEND JASPER COUNTY ORDINANCE O-2023-09, THE FISCAL YEAR 2024 JASPER COUNTY BUDGET, TO PROVIDE FOR AMENDMENTS TO THE BUDGET AND TO CARRYOVER APPROVED LAPSING FUNDS TO FISCAL YEAR 2025; TO AMEND JASPER COUNTY ORDINANCE O-2024-13, THE FISCAL YEAR 2025 JASPER COUNTY BUDGET, TO PROVIDE FOR AMENDMENTS TO THE BUDGET RESULTING FROM THE CARRYOVER OF APPROVED LAPSING FUNDS FROM FISCAL YEAR 2024; TO INCORPORATE THE RECLASSIFICATION OF CERTAIN LINE ITEMS, THE INCLUSION OF ADDITIONAL FUNDS TO THE ANIMAL SHELTER, AND MATTERS RELATED THERETO

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

WHEREAS, Jasper County Council approved the Fiscal Year 2024 – 2025 Operating and Capital Budget Ordinance pursuant to Ordinance O-2024-13 on June 3, 2024, and

WHEREAS, Ordinance O-2023-09 includes in Section 10 thereof provisions addressing the Lapsing of Funds and Continuing of Appropriations for Subsequent Year, and

WHEREAS, Section 10 of Ordinance O-2023-09 provides that specific items budgeted in the 2023-2024 fiscal year, for which unforeseen circumstances prevented the funds from being spent during the current year, may be a carryover appropriation into the next succeeding fiscal year with the approval of the County Administrator and County Council, and

WHEREAS, in order to more clearly reflect the amounts expended, line items related to departmental cost-of-living increases and new personnel should be reclassified to salary and wages or part-time salaries, and

WHEREAS, the Board of Directors of the Jasper Animal Rescue Mission, which is operating an animal shelter on behalf of the County, has requested an additional \$150,000 for fiscal year 2025 operating funds, and

WHEREAS, Council may approve transfers of funds throughout the fiscal year, and

WHEREAS, those transfers must be recognized and ratified as authorized by Section 7 of Ordinance 2023-09.; and

NOW THEREFORE, BE IT ORDAINED that the following budget amendments and carry over appropriations set forth in the Sections of Exhibit A listed below be made to the Fiscal Year 2023-2024 and Fiscal Year 2024-2025 Jasper County Operating and Capital Budgets, in the following manner:

Section 1. Budget Amendment regarding Carry Over Appropriations and Lapsing Funds. The following adjustments are made to the 2023-2024 Fiscal Year Budget and the listed budget items are added to the 2024-2025 Fiscal Year Budget.

Section 2. Budget Amendment regarding the reclassification of cost-of-living increases and new personnel to the appropriate salary and wage or part-time salary line items.

Section 3. Budget Amendment to increase the fiscal year 2025 appropriation for the animal shelter by \$150,000.

Section 4. Provisions of ordinances previously adopted by County Council, which are not consistent with this Ordinance O-2024-_____ are deemed superseded.

Section 5. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances must, for any reason be held to be invalid or unconstitutional. The invalid section, clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance: and is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.

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

Jasper County Council

BY: _____
L. Martin Sauls IV, Chairman

ATTEST:

**Wanda H. Giles,
Clerk to Council**

First Reading: 9/3/2024
Second Reading:
Public Hearings:
Adopted:

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

Jasper County
 4 and FY25 Budget Amendment and Lapsing Funds Ordinance
 Ordinance Number O-2024-____
 Exhibit A
 First Reading
 Monday, September 3, 2024

Account	Fiscal Year 2024 Budget Amendments			Fiscal Year 2025 Budget Amendments			Explanation	
	Fiscal Year 2024 Budget		Fiscal Year 2025 Budget					
	Budget as Adopted or Amended	Budget Amendment	Amended Budget	Budget as Adopted or Amended	Budget Amendment	Amended Budget		
Total Budgeted Revenue Adopted/Amended	55,937,044.00		-	60,312,370.00				
Adjustments in Proposed Ordinance								
Cash Carry Forward	\$ 11,297,525.00	\$ (3,698,982.81)	\$ 7,598,542.19	\$ 5,968,620.00	\$ 3,848,982.81	\$ 9,817,602.81	Amounts Carried Forward From FY24 and Additional \$150K for Animal Shelter	
Amended Revenue Total		\$ (3,698,982.81)	\$ 7,598,542.19		\$ 3,848,982.81	\$ 9,817,602.81		
TOTAL ADOPTED/AMENDED BUDGETED REVENUE		\$ 55,937,044.00		\$ 60,312,370.00				
Net Budgeted Revenue Amendment		\$ (3,698,982.81)		\$ 3,848,982.81				
Amended Budget Revenue		\$ 52,238,061.19	\$ -	\$ 64,161,352.81	\$ -			
Total Budgeted Expenditures Adopted/Amended	55,937,044.00			60,312,370.00				
Section 1. Lapsing Fund Carry-Forward								
Equipment	045-2430	\$ 144,000.00	\$ (57,952.63)	\$ 86,047.37	\$ 144,000.00	\$ 57,952.63	\$ 201,952.63	Items purchased but not yet received by the end of FY24
Equipment	046-2430	\$ 228,048.70	\$ (39,880.04)	\$ 188,168.66	\$ 300,000.00	\$ 39,880.04	\$ 339,880.04	Items purchased but not yet received by the end of FY24
Capital Outlay	046-3752	\$ 566,606.00	\$ (566,606.00)	\$ -	\$ -	\$ 566,606.00	\$ 566,606.00	Requests for Proposals for Type 1 Pumper/Engine was postponed until FY24 and then to FY25; will need when the Coosawhatchie and Tarboro Fire Stations are reconstructed.
Building Repairs	046-5095	\$ 287,249.45	\$ (199,376.13)	\$ 87,873.32	\$ 200,000.00	\$ 199,376.13	\$ 399,376.13	Expenditures were postponed until FY25
Roseland Fire Dept.	046-9073	\$ 12,000.00	\$ (12,000.00)	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00	Commercial well construction delayed until FY25
Fire Tower Rd. Fire Station	046-9075	\$ 175,000.00	\$ (61,138.84)	\$ 113,861.16	\$ 75,000.00	\$ 61,138.84	\$ 136,138.84	Funds to build/refurbish/replace training center delayed until FY25
Emergency Equipment	047-5045	\$ 50,000.00	\$ (28,509.23)	\$ 21,490.77	\$ 50,000.00	\$ 28,509.23	\$ 78,509.23	Expenditures delayed until FY25 as department personnel determine what is needed
Equipment	048-2430	\$ 260,000.00	\$ (140,034.27)	\$ 119,965.73	\$ 130,000.00	\$ -	\$ 130,000.00	Unspent budgeted amounts transferred to Capital Outlay for refurbishment to building
Capital Outlay	048-3752	\$ 743,369.31	\$ (368,444.00)	\$ 374,925.31	\$ -	\$ 750,818.86	\$ 750,818.86	Communications Center Kitchen Refurbishment delayed until FY25
Building Repairs	048-5095	\$ 272,505.71	\$ (242,340.59)	\$ 30,165.12	\$ 50,000.00	\$ -	\$ 50,000.00	Unspent budgeted amounts transferred to Capital Outlay for refurbishment to building
Equipment	058-2430	\$ 257,305.39	\$ (219,386.11)	\$ 37,919.28	\$ 210,600.00	\$ 219,386.11	\$ 429,986.11	Items purchased but not yet received by the end of FY24
Park Development	077-5040	\$ 290,000.00	\$ (131,777.01)	\$ 158,222.99	\$ 400,000.00	\$ 131,777.01	\$ 531,777.01	Sgt. Jasper Bridge project will require engineering services delayed until FY25
Park Development	078-5040	\$ 200,000.00	\$ (41,663.45)	\$ 158,336.55	\$ 400,000.00	\$ 41,663.45	\$ 441,663.45	Carry-over of interior restoration of Robertsville Center community room after roof replacement
Grant Matching Funds	095-2615	\$ 868,139.07	\$ (858,647.00)	\$ 9,492.07	\$ 500,000.00	\$ 858,647.00	\$ 1,358,647.00	Project was begun in FY24 and continues into FY25
Capital Outlay	095-3752	\$ 1,064,717.95	\$ (712,227.51)	\$ 352,490.44	\$ 550,000.00	\$ 712,227.51	\$ 1,262,227.51	Planned capital projects postponed until FY25
New Vehicles	103-2307	\$ 19,000.00	\$ (19,000.00)	\$ -	\$ -	\$ 19,000.00	\$ 19,000.00	Expenditure delayed until FY25
Total Lapsing Fund Carry-Forward		\$ (3,698,982.81)			\$ 3,698,982.81			

Jasper County
 4 and FY25 Budget Amendment and Lapsing Funds Ordinance
 Ordinance Number O-2024-____
 Exhibit A
 First Reading
 Monday, September 3, 2024

Fiscal Year 2024 Budget Amendments

Fiscal Year 2025 Budget Amendments

Account	Fiscal Year 2024 Budget			Fiscal Year 2025 Budget			Explanation	
	Budget as Adopted or Amended	Budget Amendment	Amended Budget	Budget as Adopted or Amended	Budget Amendment	Amended Budget		
Section 2. Budget Amendments Reclassification								
Salary and Wages	045-2000	\$ 615,000.00	\$ 34,500.00	\$ 649,500.00	\$ 819,000.00	\$ 46,900.00	\$ 865,900.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	045-2008	\$ 34,500.00	\$ (34,500.00)	\$ -	\$ 46,900.00	\$ (46,900.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	046-2000	\$ 3,500,000.00	\$ 492,400.00	\$ 3,992,400.00	\$ 4,000,000.00	\$ 246,800.00	\$ 4,246,800.00	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	046-2005	\$ 287,000.00	\$ (287,000.00)	\$ -	\$ -	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	046-2008	\$ 205,400.00	\$ (205,400.00)	\$ -	\$ 246,800.00	\$ (246,800.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	047-2000	\$ 138,000.00	\$ 61,900.00	\$ 199,900.00	\$ 228,000.00	\$ 13,000.00	\$ 241,000.00	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	047-2005	\$ 55,000.00	\$ (55,000.00)	\$ -	\$ -	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	047-2008	\$ 6,900.00	\$ (6,900.00)	\$ -	\$ 13,000.00	\$ (13,000.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	048-2000	\$ 734,000.00	\$ 40,500.00	\$ 774,500.00	\$ 667,500.00	\$ 333,800.00	\$ 1,001,300.00	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	048-2005	\$ -	\$ -	\$ -	\$ 279,500.00	\$ (279,500.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	048-2008	\$ 40,500.00	\$ (40,500.00)	\$ -	\$ 54,300.00	\$ (54,300.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	049-2000	\$ 448,000.00	\$ 22,600.00	\$ 470,600.00	\$ 474,000.00	\$ 109,400.00	\$ 583,400.00	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	049-2005	\$ -	\$ -	\$ -	\$ 85,000.00	\$ (85,000.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	049-2008	\$ 22,600.00	\$ (22,600.00)	\$ -	\$ 24,400.00	\$ (24,400.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	050-2000	\$ 140,000.00	\$ 2,700.00	\$ 142,700.00	\$ 142,000.00	\$ 7,300.00	\$ 149,300.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	050-2008	\$ 2,700.00	\$ (2,700.00)	\$ -	\$ 7,300.00	\$ (7,300.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	051-2000	\$ 191,400.00	\$ 9,600.00	\$ 201,000.00	\$ 223,000.00	\$ 11,400.00	\$ 234,400.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	051-2008	\$ 9,600.00	\$ (9,600.00)	\$ -	\$ 11,400.00	\$ (11,400.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	053-2000	\$ 126,100.00	\$ 6,300.00	\$ 132,400.00	\$ 133,000.00	\$ 6,800.00	\$ 139,800.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	053-2008	\$ 6,300.00	\$ (6,300.00)	\$ -	\$ 6,800.00	\$ (6,800.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	054-2000	\$ 655,000.00	\$ 38,700.00	\$ 693,700.00	\$ 636,100.00	\$ 39,500.00	\$ 675,600.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	054-2008	\$ 38,700.00	\$ (38,700.00)	\$ -	\$ 39,500.00	\$ (39,500.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	055-2000	\$ 48,000.00	\$ 2,400.00	\$ 50,400.00	\$ 50,500.00	\$ 2,600.00	\$ 53,100.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	055-2008	\$ 2,400.00	\$ (2,400.00)	\$ -	\$ 2,600.00	\$ (2,600.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	056-2000	\$ 235,000.00	\$ 65,300.00	\$ 300,300.00	\$ 262,000.00	\$ 15,000.00	\$ 277,000.00	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	056-2005	\$ 52,500.00	\$ (52,500.00)	\$ -	\$ -	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	056-2008	\$ 12,800.00	\$ (12,800.00)	\$ -	\$ 15,000.00	\$ (15,000.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	057-2000	\$ 3,335,000.00	\$ 176,400.00	\$ 3,511,400.00	\$ 3,600,000.00	\$ 1,197,100.00	\$ 4,797,100.00	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	057-2005	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ (1,000,000.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	057-2008	\$ 176,400.00	\$ (176,400.00)	\$ -	\$ 197,100.00	\$ (197,100.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	058-2000	\$ 1,450,000.00	\$ 122,500.00	\$ 1,572,500.00	\$ 1,485,000.00	\$ 87,600.00	\$ 1,572,600.00	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	058-2005	\$ 40,000.00	\$ (40,000.00)	\$ -	\$ -	\$ -	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	058-2008	\$ 82,500.00	\$ (82,500.00)	\$ -	\$ 87,600.00	\$ (87,600.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	060-2000	\$ 187,200.00	\$ 9,400.00	\$ 196,600.00	\$ 190,600.00	\$ 9,700.00	\$ 200,300.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	060-2008	\$ 9,400.00	\$ (9,400.00)	\$ -	\$ 9,700.00	\$ (9,700.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	061-2000	\$ 186,000.00	\$ 9,300.00	\$ 195,300.00	\$ 220,000.00	\$ 167,300.00	\$ 387,300.00	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	061-2005	\$ -	\$ -	\$ -	\$ 156,000.00	\$ (156,000.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts

Jasper County
4 and FY25 Budget Amendment and Lapsing Funds Ordinance
Ordinance Number O-2024-____
Exhibit A
First Reading
Monday, September 3, 2024

	Fiscal Year 2024 Budget Amendments						Fiscal Year 2025 Budget Amendments						Explanation
	Account	Fiscal Year 2024 Budget			Fiscal Year 2025 Budget			Account	Fiscal Year 2025 Budget				
		Budget as Adopted or Amended	Budget Amendment	Amended Budget	Budget as Adopted or Amended	Budget Amendment	Amended Budget		Budget as Adopted or Amended	Budget Amendment	Amended Budget		
Cost of Living Adjustment	061-2008	\$ 9,300.00	\$ (9,300.00)	\$ -	\$ 11,300.00	\$ (11,300.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	063-2000	\$ 291,000.00	\$ 14,600.00	\$ 305,600.00	\$ 301,500.00	\$ 15,500.00	\$ 317,000.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	063-2008	\$ 14,600.00	\$ (14,600.00)	\$ -	\$ 15,500.00	\$ (15,500.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	064-2000	\$ 152,500.00	\$ 7,600.00	\$ 160,100.00	\$ 200,000.00	\$ 10,400.00	\$ 210,400.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	064-2008	\$ 7,600.00	\$ (7,600.00)	\$ -	\$ 10,400.00	\$ (10,400.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	065-2000	\$ 130,000.00	\$ 7,800.00	\$ 137,800.00	\$ 130,000.00	\$ 6,800.00	\$ 136,800.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	065-2008	\$ 7,800.00	\$ (7,800.00)	\$ -	\$ 6,800.00	\$ (6,800.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	066-2000	\$ 148,000.00	\$ 7,400.00	\$ 155,400.00	\$ 174,000.00	\$ 9,000.00	\$ 183,000.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	066-2008	\$ 7,400.00	\$ (7,400.00)	\$ -	\$ 9,000.00	\$ (9,000.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	067-2000	\$ 169,000.00	\$ 9,600.00	\$ 178,600.00	\$ 235,500.00	\$ 12,000.00	\$ 247,500.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	067-2008	\$ 9,600.00	\$ (9,600.00)	\$ -	\$ 12,000.00	\$ (12,000.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	068-2000	\$ 99,000.00	\$ 5,000.00	\$ 104,000.00	\$ 101,500.00	\$ 5,300.00	\$ 106,800.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	068-2008	\$ 5,000.00	\$ (5,000.00)	\$ -	\$ 5,300.00	\$ (5,300.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	069-2000	\$ 500,000.00	\$ 54,300.00	\$ 554,300.00	\$ 592,400.00	\$ 30,500.00	\$ 622,900.00					Reclass cost-of-living increase and new personnel budgeted amounts	
New Personnel	069-2008	\$ 29,000.00	\$ (29,000.00)	\$ -	\$ -	\$ -	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	069-2008	\$ 25,300.00	\$ (25,300.00)	\$ -	\$ 30,500.00	\$ (30,500.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	072-2000	\$ 127,250.00	\$ 9,400.00	\$ 136,650.00	\$ 132,250.00	\$ 9,900.00	\$ 142,150.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	072-2008	\$ 9,400.00	\$ (9,400.00)	\$ -	\$ 9,900.00	\$ (9,900.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	074-2000	\$ 138,400.00	\$ 6,900.00	\$ 145,300.00	\$ 138,500.00	\$ 7,100.00	\$ 145,600.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	074-2008	\$ 6,900.00	\$ (6,900.00)	\$ -	\$ 7,100.00	\$ (7,100.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Part-Time Salary and Wages	075-2001	\$ 105,000.00	\$ 6,000.00	\$ 111,000.00	\$ 151,800.00	\$ 8,200.00	\$ 160,000.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	075-2008	\$ 6,000.00	\$ (6,000.00)	\$ -	\$ 8,200.00	\$ (8,200.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	076-2000	\$ 33,000.00	\$ 4,600.00	\$ 37,600.00	\$ 34,500.00	\$ 4,900.00	\$ 39,400.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	076-2008	\$ 4,600.00	\$ (4,600.00)	\$ -	\$ 4,900.00	\$ (4,900.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	077-2000	\$ 79,100.00	\$ 4,900.00	\$ 84,000.00	\$ 140,600.00	\$ 7,200.00	\$ 147,800.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	077-2008	\$ 4,900.00	\$ (4,900.00)	\$ -	\$ 7,200.00	\$ (7,200.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	078-2000	\$ 173,000.00	\$ 9,100.00	\$ 182,100.00	\$ 173,000.00	\$ 8,800.00	\$ 181,800.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	078-2008	\$ 9,100.00	\$ (9,100.00)	\$ -	\$ 8,800.00	\$ (8,800.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	080-2000	\$ 133,000.00	\$ 6,800.00	\$ 139,800.00	\$ 140,000.00	\$ 7,300.00	\$ 147,300.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	080-2008	\$ 6,800.00	\$ (6,800.00)	\$ -	\$ 7,300.00	\$ (7,300.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	081-2000	\$ 261,400.00	\$ 14,300.00	\$ 275,700.00	\$ 309,400.00	\$ 17,900.00	\$ 327,300.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	081-2008	\$ 14,300.00	\$ (14,300.00)	\$ -	\$ 17,900.00	\$ (17,900.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	082-2000	\$ 84,000.00	\$ 4,300.00	\$ 88,300.00	\$ 103,900.00	\$ 5,500.00	\$ 109,400.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	082-2008	\$ 4,300.00	\$ (4,300.00)	\$ -	\$ 5,500.00	\$ (5,500.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	083-2000	\$ 182,600.00	\$ 9,200.00	\$ 191,800.00	\$ 182,600.00	\$ 9,500.00	\$ 192,100.00					Reclass cost-of-living increase and new personnel budgeted amounts	
Cost of Living Adjustment	083-2008	\$ 9,200.00	\$ (9,200.00)	\$ -	\$ 9,500.00	\$ (9,500.00)	\$ -					Reclass cost-of-living increase and new personnel budgeted amounts	
Salary and Wages	084-2000	\$ 95,000.00	\$ 20,200.00	\$ 115,200.00	\$ 165,000.00	\$ 24,600.00	\$ 189,600.00					Reclass cost-of-living increase and new personnel budgeted amounts	

Jasper County
4 and FY25 Budget Amendment and Lapsing Funds Ordinance
Ordinance Number O-2024-____
Exhibit A
First Reading
Monday, September 3, 2024

Account	Fiscal Year 2024 Budget Amendments			Fiscal Year 2025 Budget Amendments			Explanation	
	Fiscal Year 2024 Budget			Fiscal Year 2025 Budget				
	Budget as Adopted or Amended	Budget Amendment	Amended Budget	Budget as Adopted or Amended	Budget Amendment	Amended Budget		
Cost of Living Adjustment	084-2008	\$ 20,200.00	\$ (20,200.00)	\$ -	\$ 24,600.00	\$ (24,600.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	085-2000	\$ 135,000.00	\$ 6,800.00	\$ 141,800.00	\$ 143,000.00	\$ 7,300.00	\$ 150,300.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	085-2008	\$ 6,800.00	\$ (6,800.00)	\$ -	\$ 7,300.00	\$ (7,300.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	086-2000	\$ 166,300.00	\$ 8,400.00	\$ 174,700.00	\$ 184,300.00	\$ 47,500.00	\$ 231,800.00	Reclass cost-of-living increase and new personnel budgeted amounts
New Personnel	086-2005	\$ -	\$ -	\$ -	\$ 38,000.00	\$ (38,000.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	086-2008	\$ 8,400.00	\$ (8,400.00)	\$ -	\$ 9,500.00	\$ (9,500.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	093-2000	\$ 43,000.00	\$ 2,200.00	\$ 45,200.00	\$ 45,100.00	\$ 2,300.00	\$ 47,400.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	093-2008	\$ 2,200.00	\$ (2,200.00)	\$ -	\$ 2,300.00	\$ (2,300.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	094-2000	\$ 34,000.00	\$ 3,600.00	\$ 37,600.00	\$ 38,500.00	\$ 4,300.00	\$ 42,800.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	094-2008	\$ 3,600.00	\$ (3,600.00)	\$ -	\$ 4,300.00	\$ (4,300.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	096-2000	\$ 73,500.00	\$ 3,700.00	\$ 77,200.00	\$ 36,500.00	\$ 1,460.00	\$ 37,960.00	Reclass cost-of-living increase and new personnel budgeted amounts
Part-Time Salary and Wages	096-2001	\$ -	\$ -	\$ -	\$ 44,800.00	\$ 2,840.00	\$ 47,640.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	096-2008	\$ 3,700.00	\$ (3,700.00)	\$ -	\$ 4,300.00	\$ (4,300.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Part-Time Salary and Wages	098-2001	\$ 32,000.00	\$ 1,600.00	\$ 33,600.00	\$ 36,500.00	\$ 2,000.00	\$ 38,500.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	098-2008	\$ 1,600.00	\$ (1,600.00)	\$ -	\$ 2,000.00	\$ (2,000.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Part-Time Salary and Wages	099-2001	\$ 39,000.00	\$ 2,000.00	\$ 41,000.00	\$ 41,000.00	\$ 2,100.00	\$ 43,100.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	099-2008	\$ 2,000.00	\$ (2,000.00)	\$ -	\$ 2,100.00	\$ (2,100.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	101-2000	\$ 222,000.00	\$ 11,600.00	\$ 233,600.00	\$ 260,400.00	\$ 13,400.00	\$ 273,800.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	101-2008	\$ 11,600.00	\$ (11,600.00)	\$ -	\$ 13,400.00	\$ (13,400.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	102-2000	\$ 159,400.00	\$ 8,000.00	\$ 167,400.00	\$ 190,000.00	\$ 9,700.00	\$ 199,700.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	102-2008	\$ 8,000.00	\$ (8,000.00)	\$ -	\$ 9,700.00	\$ (9,700.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Salary and Wages	103-2000	\$ 121,000.00	\$ 6,100.00	\$ 127,100.00	\$ 181,100.00	\$ 9,500.00	\$ 190,600.00	Reclass cost-of-living increase and new personnel budgeted amounts
Cost of Living Adjustment	103-2008	\$ 6,100.00	\$ (6,100.00)	\$ -	\$ 9,500.00	\$ (9,500.00)	\$ -	Reclass cost-of-living increase and new personnel budgeted amounts
Vehicle Allowance	075-2300	\$ 20,000.00	\$ (20,000.00)	\$ -				Reclass cost-of-living increase and new personnel budgeted amounts
Contractual Services	075-2405	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00				Reclass cost-of-living increase and new personnel budgeted amounts
Office Supplies	075-2200	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00				Reclass cost-of-living increase and new personnel budgeted amounts
Section 3. Budget Amendment to Increase FY2025 Appropriation								
Animal Shelter	090-5065	\$ -	\$ -	\$ -	\$ 190,000.00	\$ 150,000.00	\$ 340,000.00	Request from Jasper Animal Rescue Mission for additional operating funds
Total Budget Amendments to Expenditures		\$ 17,305,650.00	\$ -	\$ 17,305,650.00	\$ 20,525,350.00	\$ 150,000.00	\$ 20,675,350.00	
TOTAL ADOPTED/AMENDED BUDGETED EXPENDITURES			\$ 55,937,044.00			\$ 60,312,370.00		
LAPSING EXPENDITURES/CARRY-FORWARD EXPENDITURES			\$ (3,698,982.81)			\$ 3,698,982.81		
AMENDMENT TO BUDGETED EXPENDITURES			\$ -			\$ 150,000.00		
TOTAL AMENDED BUDGET EXPENDITURES			\$ 52,238,061.19			\$ 64,161,352.81		

Item # 16

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-____

ORDINANCE OF JASPER COUNTY COUNCIL

An Ordinance authorizing the sale of an easement five feet either side of a centerline of a utility line to be installed, comprising approximately _____ sq. ft., over an approximately 0.35 acre parcel bearing TMS 063-26-28-007, being the Jasper County Central Court Magistrates Office parcel on Adams Street, to Palmetto Electric Cooperative, Inc. in order to facilitate the installation of fiber optic cable, in exchange for the amount of \$_____ as compensation, and to authorize the Jasper County Administrator to execute such easement and other documents as may be necessary and appropriate to effect the transfer to Palmetto Electric Cooperative, Inc., or its assigns, and matters related thereto.

WHEREAS, Palmetto Electric Cooperative, Inc. (“PEC”) is in the process of extending fiber optic cable in the downtown Ridgeland area to provide better internet and other communication capabilities; and

WHEREAS, in order to provide adequate area to perform the widening and its associated improvements, including storm drainage, PEC has determined that it is necessary to obtain for public use and purposes a ten foot wide easement, said easement comprising approximately _____ sq. ft. and being a portion of TMS 063-26-28-007, along the southern boundary of the parcel owned by Jasper County;

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

WHEREAS, Jasper County Council that no compensation is required for the underground easement, as the public benefit outweighs the minimal impact on the use of the property, and as such, the terms of the easement are fair, equitable and in the best interests of the citizens of Jasper County;

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

1. Jasper County Council adopts the foregoing recitals as part of this Ordinance, and approves the granting of an underground utility easement over the referenced County property having TMS 063-26-28-007 consisting of approximately _____ sq. ft, as shown on the attached Exhibit "A", for the sum of Ten Dollars (\$10.00);

2. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver on behalf of Jasper County an executed easement, in substantially the same form as set forth in the attached Exhibit "B", as well as such other documents as may be necessary or desirable to accomplish the creation of the underground utility easement over the referenced property in favor of the South Carolina Department of Transportation.

3. This Ordinance shall take effect upon approval of the Council.

Done this _____ day of _____, 2024.

L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE 2024-O- ____
 First Reading: _____
 Second Reading: _____
 Public hearing: _____
 Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned Jasper County hereinafter ("**GRANTOR**"), for consideration of One (\$1.00) Dollar, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions expressed herein, do hereby grant bargain and sell and by these presents have granted, bargained and sold unto **PALMETTO ELECTRIC COOPERATIVE, INC.**, its Successors and Assigns (hereinafter "**GRANTEE**") the nonexclusive right to enter the following described lands for the purpose of erecting, operating and maintaining overhead and/or underground electric and communications systems.

ALL that certain piece, parcel or lot of land described and known as:

NUMBER OF ACRES: 0.35
TAX DISTRICT: 02
PLAT & PARCEL NO.: 063-26-28-007
AREA OF COUNTY: _____
TOWN/TOWNSHIP: Ridgeland
PLANTATION/SUBDIVISION: _____
LOCATION: 967 Adams St. W
LOT: _____
PLAT REFERENCE: **Book:** _____ **Page:** _____
OTHER: _____

Said easement being five (5') feet on either side of centerline of utility line or ten (10') feet wide.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining. **TO HAVE AND TO HOLD**, all and singular, the said Premises before mentioned unto the **PALMETTO ELECTRIC COOPERATIVE, INC.**, its Successors and Assigns forever.

AND I (WE) do hereby bind myself (ourselves) and my (our) Heirs and Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said **PALMETTO ELECTRIC COOPERATIVE, INC.**, its Successors and Assigns, against me (us) and my (our) Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

The grant of this easement is subject to the following terms and conditions:

1. That **Grantee's** right to enter the above-described property shall be nonexclusive and solely for the purpose of, and is hereby limited to, such activities as are reasonable necessary for construction, reconstructing, operating and maintaining an overhead and/or underground electric or communications system.
2. That **Grantor** hereby reserves the right to use or convey the property which is subject of this Easement in any manner whosoever which does not interfere with the use and enjoyment of the Easement.
3. That **Grantor** hereby reserves the right to change the location of the within Easement from time to time, but solely at the expense of **Grantor**.
4. That landscaping shall not be planted within ten (10') feet of any door or opening of electrical distribution equipment, or within the boundaries of the basic easement. If landscaping is planted in violation of this provision, Grantee shall have the right to remove such landscaping and shall have no obligation to replant such landscaping.

WITNESS my (our) Hand(s) and Seal(s), this _____ day of _____, in the year of our Lord Two Thousand Twenty-Four.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Jasper County

(Witness #1 Signature)

(Grantor's Signature)

Print Name: _____

By: _____ (L.S.)
(Print Grantor's Name)

(Witness #2 Signature)

Its: _____

Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

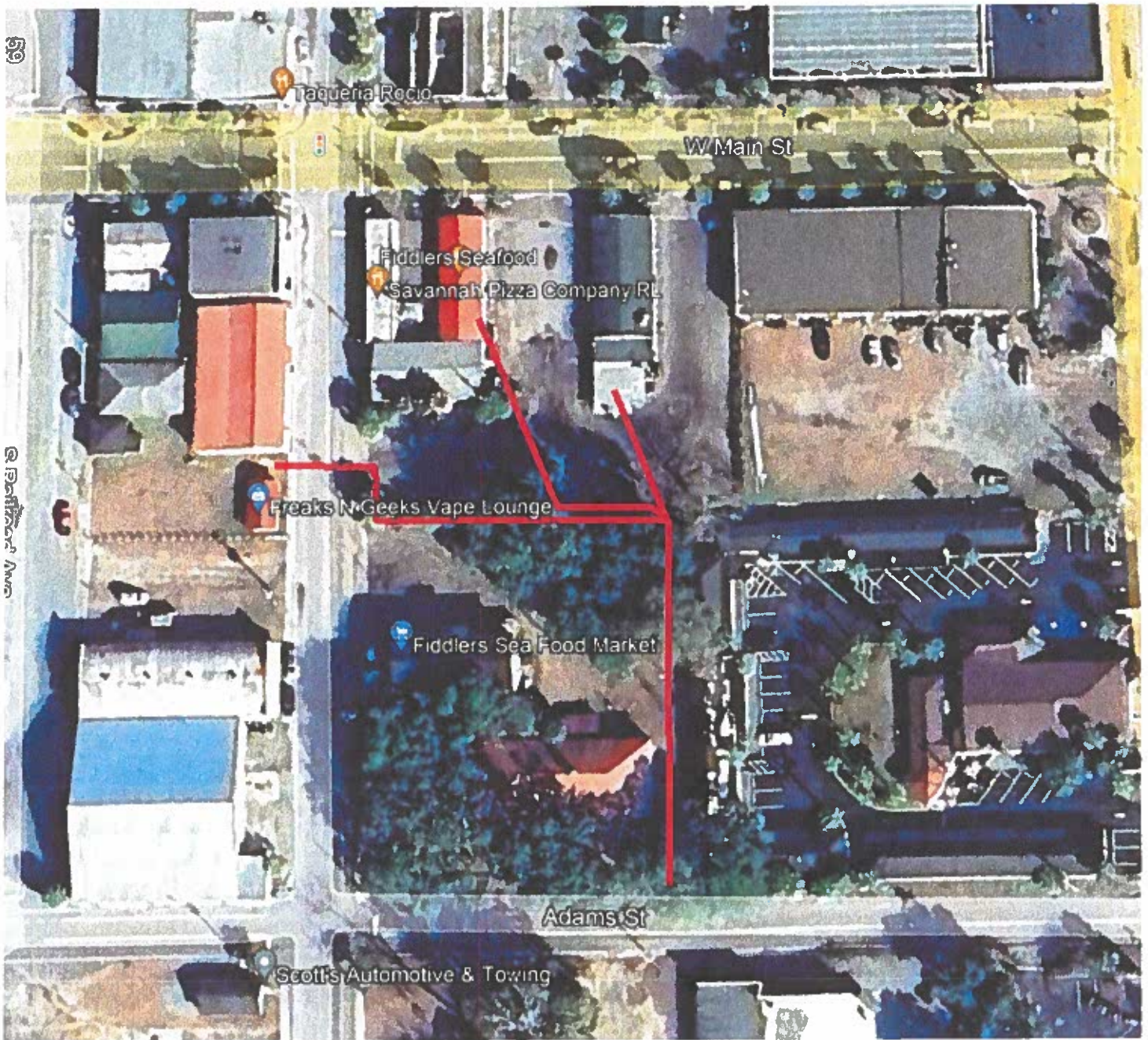
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named **Grantor** sign, seal, and as his/her act and deed, deliver the within written Easement, and that he/she with the other witness whose signature appears above witnessed the execution thereof. The undersigned upon oath further affirms that he/she is not a party to or beneficiary of the transaction.

(Witness #1 or #2)

SWORN to before me, this _____
day of _____, A.D., 2024

_____(SEAL)
Notary Public for _____
My Commission Expires: _____



Ashley Feaster

Community Affairs & Economic Dev.
Palmetto Electric Cooperative

Phone 843-726-9624
Mobile: 843-816-2329
Email: afeaster@palmetto.coop

4063 Grays Highway
Ridgeland, SC 29936

www.palmetto.coop



Item # 17



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 Equipment Purchase for Engineering Services Department

Meeting Date:	September 3, 2024
Subject:	Request Council approval for the purchase of various pieces of equipment as shown on quote 30724248 dated August 12, 2024 from Blanchard Equipment.
Recommendation:	Council approves the purchase of equipment as quoted by Blanchard Equipment on quote 30724248 dated August 12, 2024, in the amount of \$166,587.85 (plus sales tax) for the Engineering Services department and authorize the County Administrator to execute all required documents for the purchase of the quoted equipment.

Description: Jasper County Engineering Services department needs various pieces of equipment to replace the current equipment which is either old (some pieces are 20 years old) or have been transferred to other departments. John Deere Equipment has a statewide contract with the State of South Carolina and Blanchard Equipment is an authorized dealer of John Deere Equipment. Section 2-445 of the Jasper County Purchasing and Contracting Ordinance, Article V, of the Jasper County Code of Ordinances provides that the “chief purchasing officer may, independent of the requirements of bid process of this article, procure supplies, services or construction items through the contract established by the purchasing division of the State of South Carolina as provided for in South Carolina Code section 11-35-10 et seq. (State Consolidated Procurement Code.)”

Recommendation: Council approves the purchase of equipment for the Engineering Services department as quoted by Blanchard Equipment on quote 30724248 dated August 12, 2024, in the amount of \$166,5887.85 plus sales tax and authorizes the County Administrator to execute all required documents for the purchase of the quoted equipment.

Item # 18



OFFICE OF THE JASPER COUNTY ADMINISTRATOR


358 Third Avenue - Courthouse Square - Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 - Fax: 843-726-7800

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

MEMORANDUM

TO: The Honorable County Council

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

DATE: August 28, 2024

SUBJECT: Previously Accepted Grant - Purchase of Property for BMX Track

Background:

On December 18, 2023, the County Council approved acceptance of a grant from the South Carolina Department of Parks, Recreation & Tourism (SCPRT) for \$750,000 for a legislative directed grant for purchase of land for later construction of a BMX track in Jasper County. Staff then executed an agreement between Jasper County and SCPRT for the acceptance and use of those funds. Related details follow this memo.

Issue:

At the August 19, 2024 County Council meeting, Councilman Kemp requested to discuss potentially redirecting the grant funds for another project.

Action Requested:

Review and discuss previous County Council action and provide direction to staff.

As always, I remain available to you prior to the meeting should you have any questions.

APF



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@jaspercounty.sc.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

12-18-23

Date

ANDREW P. FULGHUM
Print Name of Authorized Official

COUNTY ADMINISTRATOR
Title

WITNESS:



Signature of Witness

12-18-23

Date

Kimberly Burgess

Print Name of Witness



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



**JASPER COUNTY COUNCIL
SPECIAL CALLED**

VIRTUAL MEETING

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

Monday, December 18, 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, Russell Wells, Rose Dobson-Elliott, Danny Lucas and Videographer Jonathan Dunham.

1. Call to Order:

Chairman Sauls called the 9AM Council 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. Pledge to the Flag:

Pledge to the Flag was led by Chairman Sauls.

3. Invocation:

Invocation was given by Chairman Sauls.

4. Discussion of Consent Agenda and Approval of Agenda:

The consent agenda was up for discussion for any changes, and the approval of the agenda was put before Council for consideration.

Motion to approve the agenda: Vice Chairwoman Clark

Second: Councilman Kemp seconded the motion with the noted changes to the Consent Agenda that Item 8, Item 9 and Item 10 be moved from the Consent Agenda. These items were to be placed under the Public Hearings, Ordinances and Action Items section.

Vote: Unanimous

The motion passed.

Minutes
12.18.2023

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

5. 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. (Formerly Consent Agenda Item # 8)

Mr. Lucas was present to review and discuss his request for the consideration of the 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. He also requested that the County Administrator be given authorization to execute all necessary documents.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

5A. 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. (Formerly Consent Agenda Item # 9)

Ms. Burgess was present to review and discuss her request for the 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. The request was also that the County Administrator be given authorization to execute all necessary purchase agreements.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

5B. 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. (Formerly Consent Agenda Item # 10)

Ms. Burgess was present to review and discuss her request for the consideration and acceptance of the proposal by Company Two Fire for one P-19 Aircraft Rescue and Fire Fighting Vehicle (ARFF) not to exceed \$390,000.00. Staff recommended that the Council accept the bid from Company Two Fire in the

amount of \$358,440 plus applicable sales tax for the ARFF and that the County Administrator be given authorization to execute all necessary documents.

Motion to approve the cost of \$358,440 plus sales tax: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: There were 4 yes votes and 1 no vote by Councilman Kemp

The motion passed.

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. *(This item was moved by Vote - See item # 5 under Public Hearings, Ordinances and Action Items)*

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. *(This item was moved by Vote See item # 5A under Public Hearings, Ordinances and Action Items)*

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. *(This item was moved by Vote See item # 5 under Public Hearings, Ordinances and Action Items)*

END OF CONSENT AGENDA

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

Motion to approve the minutes with any necessary corrections: Vice Chairwoman Clark

Minutes
12.18.2023

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

12. Council Members Comments

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

13. 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/@icmedia6537>.

14. 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

PUBLIC COMMENTS

Item # 19



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum
County Administrator

Tisha L. Williams
Executive Assistant

afulghum@jaspercountysc.gov
twilliams@jaspercountysc.gov

Administrator's Report September 3, 2024

1. Notice of Intent to Renew Hazardous Waste Permit:

I received a notice from the United State Marine Corps Marine Corps Air Station Beaufort that the air station is applying for a renewal of their hazardous waste permit issued in 2015. A public meeting on the matter is scheduled for September 5, 2024, from 6:30-7:30 p.m. at the Hilton Garden Inn in Beaufort. Additionally, there is a 60-day comment period. The notice follows this report and has been placed on the bulletin board in the lobby of the Clementa C. Pinckney Jasper County Government Building.

2. Exit 3:

I will provide a brief status update. Detail follows this report.

3. Euhaw Broad River Planning Area:

Ms. Lisa Wagner and I will provide a status update.

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



UNITED STATES MARINE CORPS
MARINE CORPS AIR STATION
BEAUFORT, SOUTH CAROLINA 29904-5001

IN REPLY REFER TO:

**Notice of Intent to Request a Renewal of Hazardous Waste Permit
Facility ID #SC1 750 216 169**

The Commander, Marine Corps Air Station (MCAS) Beaufort is applying for a renewal of the MCAS Beaufort Hazardous Waste Permit # SC1 750 216 169. The current permit was issued January 13, 2015, effective January 29, 2015, and expires January 29, 2025.

Marine Corps Air Station (MCAS) Beaufort, South Carolina is located about 14 miles inland of the southern coast of South Carolina at the head of the Beaufort River, approximately 3 miles northwest of the City of Beaufort within Beaufort County. MCAS covers approximately 5908 acres and is bordered on the south and east by salt marshes and saltwater creeks. MCAS includes an airfield and operational facilities that provides operations and base support for air tactical units of the Fleet Marine Force.

During the normal activities at MCAS, a variety of Resource Conservation and Recovery Act (RCRA)-regulated hazardous wastes are generated that includes wastes from the maintenance of support vehicles, buildings, and structures. The South Carolina Hazardous Waste Management Regulations requires any facility that accumulates hazardous waste on site for more than 90 days to have a permit from the South Carolina Department of Environmental Services.

This notice is intended to inform you that MCAS will be renewing their permit to store hazardous wastes at the Station. MCAS is in the process of replacing its current Hazardous Waste Storage Facility (Building 1030) with a new Hazardous Waste Storage Facility (Building 3099). Building 3099 is currently under construction. Once the new facility is completed, hazardous waste from Building 1030 will be transferred to Building 3099, and Building 1030 will undergo closure. After the closure is complete, MCAS will petition the South Carolina Department of Environmental Services to remove Building 1030 from the permit, leaving Building 3099 as the only building at MCAS permitted for storage of hazardous waste.

Open burning and open detonation treatment of waste munitions is not included in this permit renewal.

A public meeting on this modification request will be held on Thursday, September 5, 2024, at the Hilton Garden Inn, 1500 Queen St, Beaufort, SC 29902 from 6:30-7:30 pm.

A copy of the draft permit renewal request for this action has been placed at the location below. Interested persons may view the permit renewal request and are encouraged to contact the South Carolina Department of Environmental Services office processing the permit action with questions or comments.

Beaufort County Library (Beaufort Branch)

311 Scott St

Beaufort, SC 29902

Phone: (843) 255-6456

Hours are Monday-Thursday 9:00 am-6:00 pm and Friday-Saturday 9:00 am-5:00 pm

There is a 60-day comment period for consideration of this permit renewal request. This comment period ends on September 30, 2024. Comments should be sent to the South Carolina Department of Environmental Services office processing the permit action. In addition, the permittee's compliance history during the life of the permit being renewed is available from the Department contact person:

**RCRA Federal Facilities Section
Bureau of Land and Waste Management
South Carolina Department Environmental Services
ATTN: Kent Krieg
2600 Bull Street
Columbia, SC 29201
(803) 898-0366**

Members of the public may additionally contact the MCAS Natural Resources and Environmental Affairs Office for any additional information at:

**Commanding Officer
ATTN: Christopher Vaigneur
Natural Resources and Environmental Affairs Officer
Marine Corps Air Station
PO Box 55001
Beaufort, SC 29904-5001
(843) 228-7370**

Exit 3 Escrow

Draw Request	Date Received	Amount	Date Approved	TOTAL	APPROVED	REMAINING
1	7/10/2023	85,630.21	7/21/2023			
2	7/10/2023	312,539.98	7/21/2023			
3	7/10/2023	27,829.37	7/21/2023	\$ 3,400,000.00	\$ 1,593,481.75	\$ 1,806,518.25
4	7/10/2023	37,685.99	7/21/2023			
5	8/1/2023	97,741.59	8/4/2023			
6	9/28/2023	171,127.78	10/5/2023			
7	11/7/2023	153,223.54	11/8/2023			
8	11/7/2023	74,560.88	11/8/2023			
9	12/13/2023	27,461.78	12/19/2023			
10	1/22/2024	30,181.24	1/26/2024			
11	2/13/2024	18,492.67	2/20/2024			
12	3/18/2024	57,804.87	3/22/2024			
13	4/9/2024	154,113.48	4/9/2024			
14	5/8/2024	114,161.57	5/13/2024			
15	6/11/2024	99,697.42	6/14/2024			
16	7/15/2024	101,048.74	7/22/2024			
17	8/14/2024	30,180.64	8/22/2024			
				% spent	46.87	
				% remaining	53.13	
INVOICED TO DATE		\$ 1,593,481.75			100.0	

August 27, 2024

Mr. John B. White, Jr.
Chairman
South Carolina State Transportation Infrastructure Bank
955 Park Street, Room 120
Columbia, SC 29201

Dear Chairman White:

I wanted to follow-up on the I-95 Exit 3 project that the South Carolina State Transportation Infrastructure Bank (SCTIB) funded through both loan and grant to the City of Hardeeville and Jasper County in July 2020.

Since approval by the SCTIB Board, the South Carolina Department of Transportation (SCDOT) Commission, and the Joint Bond Review Committee (JBRC), SCDOT began design for Exit 3. SCDOT has diligently worked to complete full design drawings for the project. It is SCDOT's intent to let Exit 3 in conjunction with I-95 widening project between the Georgia border and Exit 8. That project is scheduled to be let in February 2025.

As you are aware, there are presently two issues affecting the project:

- 1) **Permitting:** The permits for the interchange are tied to the overall permits for the Riverport development with Riverport's developer serving as applicant. Presently, permits have not been received. The developer has informed me that they intend to work expeditiously to complete the permit by year's end.
- 2) **Funding:** In the years since the SCTIB granted the funding to move this project from preliminary concept to a complete design, the nation has seen significant inflationary pressures on highway construction. At present, it is anticipated that the project is \$35-45 million short on funds in order to deliver the full scope of the road improvements anticipated in the application to the SCTIB in 2019. It is my understanding that the SCTIB received a letter from the City and County for change in the terms to the loan and an additional grant to cover the shortfall.

SCDOT communicated to the City and County that the items above needed to be resolved by September 1 in order for them to be incorporated into the bid documents for the I-95 widening. Based on conversations with the City, County, and the developer, it is unlikely all items will be secured prior to September 1. SCDOT will move forward with widening I-95 without the Exit 3 plans incorporated into the bid documents.

The City and County asked SCDOT for alternatives that allow the project to keep moving. SCDOT offered the following path forward for the project:



- 1) Should the permit and funding materialize prior to December 31, SCDOT is prepared to issue an addendum to the procurement incorporating the Exit 3 plans into the I-95 contract. This is SCDOT's preferred path moving forward.
- 2) Should the permit and funding materialize after the I-95 widening procurement is complete, SCDOT is prepared undertake the interchange through an extension allowed under Title 57 or a separate design-build procurement.

In any case, there appears to be means to construct the project as the developer resolves the permitting issues and the applicants seek additional funds for the project.

As a final note, I wanted to comment on your legal counsel's letter to the City and County dated August 15, 2024. In it, Mr. Tyson states:

Since this project has multiple parties involved, Jasper County, Hardeeville, SCDOT, owner and developer's current and future team, Chairman White and the Bank Board believe all parties should share funding these overages on some rational pro-rata basis. Chairman White is willing to ask the Bank Board to provide additional financial assistance in the form of a grant, based on this pro-rata share of the overages.

Please be aware that SCDOT is acting solely as the design and construction manager on behalf of the SCTIB, the City, and the County. SCDOT is not a funding partner on this project. Like SCTIB, SCDOT is required to rank and prioritize projects in accordance with objective criteria. This project is not on SCDOT's priority lists for interstates or interchanges.

While this project has been prioritized by the Lowcountry Area Transportation Study (LATS), asking LATS to redirect a portion of its SCDOT allocation could require the delay or termination of several other local priorities. I share the same concerns that former Secretary Hall had on using the MPO/COG funding as the vehicle to resolve shortfalls on projects that would not have occurred absent the initial SCTIB funding.

Thank you for the ongoing partnership on this project and other projects across South Carolina. As always, please do not hesitate to call me.

Sincerely,



Justin P. Powell
Secretary of Transportation

CC: SCDOT Commission
Harry Williams, Mayor of the City of Hardeeville
Andrew Fulghum, County Administrator of Jasper County





OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

Progress Report August 20 – September 3, 2024

1. Detention Center:

Met with staff on August 21 to review results of latest inspection report from SC Dept. of Corrections (SCDOC). Will forward response with corrective action plan to Council when completed.

2. Development Projects:

Met with SCA staff, outside counsel, and the County Attorney on August 21 and 28 to review active economic development projects.

3. Moratorium:

Met with Planning Director and County Attorney on August 29 to review the status of proposed zoning and land development standards. Ms. Wagner will be providing an update to the County Council during the Administrator's Report portion of the regular meeting of the County Council on September 3.

4. Exit 3:

Telephone conversation with developer on August 26. Will be working on response letter to SCTIB Chairman. Received and reviewed August 27 letter from SCDOT Secretary Powell to SC State Infrastructure Bank (SCTIB) Chairman White. Approved draw request # 17 of escrowed funds. Scheduled to attend the next "Exit 3 Lead Group" meeting on Sept. 17. I will report on project status during the Administrator's Report section of the County Council meeting on Sept. 3.

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

Special County Council meeting on August 20, Planning Commission Open House on August 22, Hilton Head Area Realtors Legislative Committee meeting on August 23, Roundtable Discussion Meeting at Hilton Head Island-Bluffton Chamber of Commerce office on August 23, and Special County Council meeting on August 27.

Item # 20



JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, May 20, 2024

MINUTES

4:00PM

Budget Workshop:

Motion to appoint Councilman Kemp to oversee the meeting until Vice Chairwoman arrived for the

meeting: Councilman Rowell

Second: Councilman Garbade

Vote: Unanimous

Councilman Kemp began the Workshop in the absence of Vice Chairwoman Clark.

Jasper First Steps – Duchette Polite Hylton

Ms. Duchette Polite Hylton of Jasper First Steps presented her 22/23 Annual Report. She discussed the Dolly Parton Imagination Program. She noted that they had served 776 children last year and that 128 parents and caregivers received Their support. She talked about the different types of support that they offer and explained what Jasper First Steps was all about.

Technical College of the Lowcountry – Dr. Richard Gough, President

Dr. Richard Gough, President of Technical College of the Lowcountry (TCL) he discussed their measurable impact, and noted that their percentage of students were 91% local. He gave the 2023-2024 College Highlights. He noted that they work with Dual Enrollment. He discussed the fact that they provided free tuition throughout COVID. He also discussed how they are funded. He also discussed their funding request for this year from the County.

Hardeeville Marine Rescue Squad – Patricia Davis

No one was present to address this request.

Jasper County Sheriff's Department – Sheriff Hipp

Sheriff Hipp of the Jasper County Sheriff's Department – Sheriff Hipp acknowledged his staff and how much help they had been to him. He noted that their biggest demand was for additional personnel. He noted that he had spoken with Ms. Burgess and that they had come up with approximately 10 positions of needed personnel. He noted that the call volume was at a great demand. He noted that the Council had copies of

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his budget request and discussed some of the 2021 thru 2023 Accomplishments of the Sheriff's Department. He noted there was a lot of information for them to go thru and if they had any questions to let him know. Vice Chairwoman arrived and was welcomed to the workshop. Vice Chairwoman Clark thanked the Sheriff and apologized for interrupting his presentation. Councilman Kemp asked if he had received a Traffic Enforcement Team Grant last year. He said that although he had applied but did not receive a grant that he did have a traffic count. He noted that they had Deputies working Traffic. He also noted that the SC Department of Public Safety that were approximately 63,600 vehicle passes thru Jasper County just from the State of Georgia line daily as of 2023. Councilman Kemp turned the meeting over to Vice Chairwoman Clark. He noted that a Traffic Enforcement Team would be created this coming year.

Coastal Empire Community Mental Health – Judith L. Birchenough

Ms. Birchenough was not present to speak, but Christy Jenks presented for Coastal Empire Community Mental Health in her stead. She said that she was here to discuss the Jasper County Mental Health System. She discussed their mission for the program and who they treated at their locations. She said they just started working with the Highway to Hope Program a couple of months ago. She discussed their needs and their budget requests.

The Regular Council Meeting began after the conclusion of the Budget Workshop.

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

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

1. Call to Order of Council Meeting by Vice Chairwoman Clark

Vice Chairwoman Clark called the meeting to order as soon as the Workshop was over. 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 – Detention Center, Information Technology, Human Resources, Administrative Services, Engineering Services, Development Services

(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

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pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim –[Tax Map # 063-26-14-001](#) and [# 063-26-14-002](#); [Banking Matters](#); [Nickel Plate MCIP](#); [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](#)

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.

Motion to go into Executive Session: Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

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 regular session: Councilman Garbade

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

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

Motion to authorize the Administrator to request an amendment to the Optim Contract on the Weathersby property as discussed in Executive Session to include a price adjustment and an extension of the option period until June 10th, 2024: Councilman Rowell

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

4. Pledge of Allegiance and Invocation:

The Pledge to the Flag was given and the Invocation was given by Councilman Rowell.

5. Approval of the Consent Agenda Items:

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Councilman Kemp noted that Item # 18 needed to be removed from the Consent Agenda since it was a presentation.

Motion to approve with the removal of Item # 18: Councilman Kemp

There was no second immediately made, so Vice Chairwoman Clark said the motion died for the lack of a second. However, at this time, just as she was saying that Councilman Garbade offered a second to the motion.

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

6. Approval of the Regular Agenda:

Motion to approve the agenda with Item # 10 being removed: Councilman Garbade

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

PRESENTATIONS AND PROCLAMATIONS

7. Craig Winn and Daniel Burton of SCDOT – Updates and Project Summary for Jasper County

Mr. Winn and Mr. Burton of the SCDOT were present to provide updates and Project Summary for Jasper County. The I95 Widening Project was discussed. SCDOT Updates, Interstate Updates, Project Backgrounds, Project Updates and Resurfacing Updates were given. The SC DOT named a new Secretary of Transportation Justin Powell and Mr. Winn noted that he had appointed his leadership team:

Robb Perry – Deputy Secretary for Engineering

Karl McCarthy - Deputy Secretary for Finance and Administration

Brent Rewis - Deputy Secretary for Planning

Jen Necker - Deputy Secretary for Intermodal & Freight Programs

He noted that SCDOT has dramatically increased its work program for active construction work.

They discussed 10-year Plan Accomplishments:

Rural Road Safety: 1009 miles

Paving: > 8800 miles

Bridges: 349 bridges

Interstates: 109 miles

They discussed inflation impacts and project interstates in regard to where they are not and where they are headed. They discussed resurfacing updates, they discussed the following roads: US321, Speedway Blvd., they discussed the Route Selection Procedure; ACT 114 (2007)/ ACT 275 (2016), Freedom Parkway, SC 170

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and other roads. They discussed the local projects, local roads and what was going on in the Jasper County area.

8. Dwayne Lee, P.A.H. Community Members (Purrysburg and Arm Oak Community) – Discussion of Recreation Equipment, Road Hazards/Improvements, Dredging of ditches, Future plans to improve the communities.

Mr. Lee representing the P.A.H. Community Members (Purrysburg and Arm Oak Community) was present to discuss Recreation Equipment, Road Hazards/Improvements, Dredging of ditches, Future plans to improve the communities for Purrysburg. He discussed the Purrysburg residents, and their hopes, plans and desires for the area. He discussed the current concerns of the people and what they are wanting to see for their area.

RESOLUTIONS

9. Kimberly Burgess - Consideration of Resolution [#R-2024-16](#) approving the State Accommodations Tax Advisory Recommendations and Authorizing the Award of Funds for State Accommodations Tax requests.

Ms. Burgess was present to review and discuss the consideration of Resolution [#R-2024-16](#) approving the State Accommodations Tax Advisory Recommendations and Authorizing the Award of Funds for State Accommodations Tax requests.

Motion to approve: Councilman Garbade
Second: Councilman Rowell
Vote: Unanimous
The motion passed.

10. Kimberly Burgess - Consideration of Resolution [#R-2024-17](#) Authorizing the Award of Funds for Requests for Local Accommodations and Hospitality Taxes.

Ms. Burgess was present to review and discuss the consideration of Resolution [#R-2024-17](#) Authorizing the Award of Funds for Requests for Local Accommodations and Hospitality Taxes.

Motion to approve: Councilman Garbade
Second: Councilman Rowell
Vote: Unanimous
The motion passed.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

11. **Kimberly Burgess** - Consideration of the **2nd reading** and **Public Hearing of Ordinance #O-2024-13** To Provide For The Levy Of Tax For Public Purposes In Jasper County For The Fiscal Year Beginning July 1st, 2024 And Ending June 30th 2025 And To Make Appropriations For Said Purposes; To Adopt And Approve The Jasper County Capital And Operations Budget For Fiscal Year 2024-2025, To Adopt And Approve The Jasper County School District Capital And Operations Budget For Fiscal Year 2024–2025; To Provide For The Levy Of Taxation For Fiscal Year 2024–2025; To Limit The Disbursements By The County Treasurer To Those Appropriated By Law; To Provide That Expenditures Not Exceed Appropriations; To Authorize Tax Anticipation Notes; To Make Authorization Of Certain Transfers; To Provide For Additional Appropriations And Borrowing; To Codify Jasper County Rates And Fees; To Provide For Lapsing Funds And Continuing Appropriations For Subsequent Years; To Require Certain Agencies And Departments To File Accountings; To Require The Treasurer To Sign General Fund Checks; To Provide Special Rules For Travel And Training Disbursements; To Provide For Travel Reimbursements; To Provide Compliance With Act No. 317 Of 1990; To Provide Certain Benefits To Council Members; To Provide For County Commission And Committee Stipends; To Provide For Jury Mileage; To Adopt Property Values; And To Provide For Effective Date Of This Ordinance (*1st reading 05.06.2024*)

Ms. Burgess was present to review and discuss the consideration of the 2nd reading of Ordinance #O-2024-13 to provide for the levy of tax for public purposes in Jasper County for the Fiscal Year beginning July 1st, 2024 and ending June 30th 2025 and to make appropriations for said purposes; to adopt and approve the Jasper County Capital And Operations Budget For Fiscal Year 2024-2025, to adopt and approve the Jasper County School District Capital And Operations Budget For Fiscal Year 2024–2025; to provide for the levy of taxation for Fiscal Year 2024–2025; to limit the disbursements by the County Treasurer to those appropriated by law; to provide that expenditures not exceed appropriations; to authorize Tax Anticipation Notes; to make authorization of certain transfers; to provide for additional appropriations and borrowing; to Codify Jasper County Rates and Fees; to provide for lapsing funds and continuing appropriations for subsequent years; to require certain agencies and departments to file accountings; to require the Treasurer to sign General Fund checks; to provide special rules for travel and training disbursements; to provide for travel reimbursements; to provide compliance with Act No. 317 Of 1990; to provide certain benefits to Council Members; to provide for County Commission and Committee Stipends; to provide for jury mileage; to adopt property values; and to provide for effective date of this ordinance.

The public hearing for this ordinance was called to order, but there were no comments from the public. The public hearing was then closed.

Motion to approve: Councilman Garbade

Second: Councilman Rowell

Vote:

Councilman Kemp- No

Vice Chairwoman Clark – Yes

Councilman Rowell – Yes

Councilman Garbade – Yes

The motion passed.

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11A: Kimberly Burgess - Bid Presentation for the Directional Bore at Ridgeland-Claude Dean Airport.
(Formerly Item # 18)

Ms. Burgess was present to address this request for the Bid Presentation for the Directional Bore at Ridgeland-Claude Dean Airport. She reviewed the staff report for this item that was in the agenda e-packet with Council. She noted that staff requests that Council accept the bid from CAB Installers, Inc. in the amount of \$17,573.04 to provide a directional bore from Grays Highway West to the location of the airport fuel farm located at Ridgeland-Claude Dean Airport and to authorize the County Administrator to execute all documents necessary to complete the project.

Motion to approve: Councilman Garbade

Second: Councilman Rowell

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.

Mr. Smittie Cooler was present to give a Jasper County Committee 250 update.
John W. signed up to speak but did not.

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

CONSENT AGENDA

14. David Tedder – Consideration of the **3rd reading**, of Ordinance **#O-2024-10** Authorizing An Amendment To That Certain Fee Agreement By And Between Jasper County, South Carolina And Hardeeville Industrial, LLC, As Successor To SDKM COMMERCE, LLC, Relating To The Investment Period Thereunder; And Other Related Matters. (*1st reading 04.15.2024; 2nd reading 05.06.2024; public hearing 05.06.2024*)

15. Chief Russell Wells – Acquisition of portable radios to establish a small spare equipment cache for times as needed.

16. **Danny Lucas** - Automated Weather Observation Station (AWOS) Change Order #1.

17. **Danny Lucas** - Ridgeland Airport Aviation General Liability Insurance 24 – 25 Renewal.

18. *Kimberly Burgess - Bid Presentation for the Directional Bore at Ridgeland-Claude Dean Airport. (Moved to Item # 11A)*

19. **Approval of the Minutes of 03.18.2024**

END OF CONSENT AGENDA

20. **Council Members Comments:** There were no Councilmember Comments.

21. **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 this meeting's agenda E-Packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

Adjournment

Motion to adjourn: Councilman Garbade

Second: Councilman Rowell

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman

Item # 21