

AGENDA ITEM:

XI-I

Ordinance item I



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:	June 6, 2022
Project:	Zoning Map Amendment – General Commercial
Applicant:	HCP Partners, LLC
Tax Map Number:	039-00-06-002
Submitted For:	1 st Reading
Recommendation:	Planning Commission reviewed and recommended approval at their My 10, 2022 Meeting

Description: The subject property consists of 33.4 acres and is located at 9606 Speedway Boulevard. The Applicant has requested a Zoning Map Amendment to have the property designated as General Commercial (GC). The property is currently split zoned Community Commercial (CC) and Rural Preservation (RP). The applicant would like to develop a warehousing and transportation (distribution) establishment at this location. The property is currently vacant but was previously used as a salvage yard for selling auto parts.

Analysis: The Zoning Map Amendment application and request is reviewed by considering the following factors:

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Urban Transition,” which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation.
- **Adjacent Zoning:** The adjacent parcels are zoned Community Commercial, Rural Preservation, and Residential. The city limits of Hardeeville are nearby, but is not immediately adjacent to the property, so annexation is not a possibility.
- **Adjacent Land Use:** Adjacent land uses are commercial and vacant.

- **Traffic and Access:** The subject property is accessed by Speedway Boulevard, which is a four-lane divided highway, classified as a major thoroughfare.

Staff Recommendation: From a land use perspective, staff recommends approval of the request to have the property designated as General Commercial.

Attachments:

1. Application by the applicant
2. Ordinance
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2022 - _____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 9606 Speedway Boulevard, bearing Jasper County Tax Map Number 039-00-06-002 from the Community Commercial Zone and the Rural Preservation Zone to the General Commercial Zone on the Jasper County Official Zoning Map.

WHEREAS, the owner of the parcel consisting of approximately 33.40 acres bearing Jasper County Tax Map Number 039-00-06-002 located at 9606 Speedway Boulevard, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Community Commercial Zone and Rural Preservation Zone to the General Commercial Zone and the property owner submitted that request to the Jasper County Planning Commission and County Council; and

WHEREAS, the Jasper County Planning Commission has concurred with the recommendations of the staff report as reflected in this Ordinance and 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 in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having

been shown, approximately 33.40 acres bearing Jasper County Tax Map Number 039-00-06-002, located at 9606 Speedway Boulevard, depicted on the Jasper County Official Zoning Map in the Community Commercial Zone and Rural Preservation Zone shall be transferred to the General Commercial Zone.

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

Ms. Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # 2022-__

First Reading: June 6, 2022

Second Reading: _____

Public Hearing: _____

Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on

May 10, 2022 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659
Ridgeland, South Carolina 29936
Phone (843) 717-3630 Fax (843) 726-7707

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	HCP Partners, LLC
Address:	65 Schinger Avenue, Suite 101 Ridgeland, SC 29936
Telephone/Fax:	310-415-0451
Email:	hchase@ehousingsolutions.com; jim@strecansky.com
Property Address or Physical Location:	9606 Speedway Boulevard Hardeeville, SC 29927
Tax Map Number(s):	039-00-06-002
Gross Acreage:	33.5 Acres
Current Zoning:	Rural Preservation
Proposed Zoning:	General Commercial
Administrative Fee: (\$250 per lot)	\$250
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	The applicant is under contract to purchase the parcel and intends to develop the parcel for a warehousing and transportation parcel. Speedway Boulevard is conducive to commercial rather than residential uses.

[Handwritten Signature] Member
Signature of Owner or Owner-Authorized Applicant
(Proof of owner-authorization required)

3/23/22
Date

Internal Use Only

Date Received:	3-29-2021
Amount Received:	250
Staff Member:	RW





AGENDA ITEM:

XI-J

Ordinance item J

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #2022- _____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend Chapter 27 of the County Code of Ordinances (Fees) to Authorize
and Set Fees and Costs for the Coroner's Office and Matters Related
Thereeto.

WHEREAS, in furtherance of §17-5-100 of the Code of Laws of South Carolina (1976 as amended) and to provide certainty as to the amount of administrative and other costs for the Jasper County Coroner's Office, Jasper County Council desires to provide for certain fees and to be collected by the Coroner of Jasper County regarding certain services; and

WHEREAS, County Council, upon review and recommendation of the Coroner for Jasper County, and the recommendation of the County Administration, finds that the proposed fees for services are fair and reasonable, and within the range of fees and costs imposed by other counties in the State of South Carolina;

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

Section 1. The Jasper County Code of Ordinances, Chapter 27, FEES, is amended by adding a new Article II, *Fees and Costs for the Coroner's Office*, as follows:

Section 27-10. Fees Established for the Jasper County Coroner's Office.

- (A) The county coroner shall charge a fee for the issuance of official reports to persons or companies having a material interest in any matter, such as investigative reports, autopsy reports, and toxicology reports provided by the coroner's office as follows:

Consult report \$50.00

Autopsy report \$100.00

Toxicology report \$25.00

Other reports \$10.00 for each first page and \$0.50 for each additional page

No fees shall be charged to the next of kin of persons who are the subject of such reports or law enforcement agencies.

- (B) The coroner's office shall charge a fee of \$20 for the issuance of a permit for the cremation of the body of any person who died in the county, pursuant to the provisions of S.C. Code § 17-5-310.
- (C) The county coroner shall charge \$15.00 per CD for photographs.
- (D) The county coroner shall charge a fee of \$1,000.00 for cost of cremation, transportation and administrative fees to take possession of remains of decedent that was deemed indigent at the time of death.
- (E) Indigent cases will be held at the holding facility of the coroner for a minimum of 30 days, to give time for family notification and/or to allow family time in which to obtain funds to make proper arrangements. After the passage of 30 days, the next of kin must sign an authorization for cremation. If there is no next of kin, the coroner shall sign the authorization for cremation. The coroner's office shall retain the cremains for a period of one year. If after this one-year time period the family would like to receive the cremains, they may do so by reimbursing the county in the amount \$1,000.

Section 2. Severability.

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

Section 3. This Ordinance shall take effect upon approval by Council.

SIGNATURES AND ATTESTATION BEGIN ON FOLLOWING PAGE

Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council
ORDINANCE: ___-___

First Reading: _____
Second Reading: _____
Public Hearing: _____
Adopted: _____

Reviewed for form by the Jasper County Attorney.

David Tedder

Date

AGENDA ITEM:

XIV

Council Members Comments

AGENDA ITEM:

XV

Administrator's Report



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

Administrator's Report June 6, 2022

1. Regional Planning Grant with Lowcountry Council of Governments (LCOG):
The LCOG is submitting their annual CDBG Regional Planning Grant application. The grant (\$50,000) allows LCOG to assist localities in performing their annual needs assessments and to conduct project development meetings when needs arise.

Hampton County continues to serve as the lead applicant; however, LCOG is required to get grant certifications executed by all four counties. This in no way affects Jasper County's grant thresholds for pursuing our own projects.

Copies of the IGA and Program Certifications document for this grant follow this report.

2. IGA with City of Hardeeville Regarding Fire Protection and Emergency Services:
Chief Wells will provide a brief overview of the agreement which follows this report.
3. COVID-19 Update:
Chief Wells will provide the latest information for Jasper County.

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

INTERGOVERNMENTAL AGREEMENT

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

The AGREEMENT, made the 2nd day of January, 2020, by and among the following:

**Hampton County,
Beaufort County, Colleton County and
Jasper County**

WHEREAS, the parties to the Agreement have the authority pursuant to the South Carolina Home Rule Act, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually;

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Community Development Block Grant (CDBG) project, the purpose of which is to provide planning services through Lowcountry Council of Governments.

NOW, THEREFORE, the parties hereby mutually agree as follows:

- 1. Hampton County shall act as the lead entity in developing and carrying out said proposed CDBG project.**
- 2. In its capacity of lead entity, Hampton County shall be the lead jurisdiction in making application to the South Carolina Department of Commerce for CDBG funds and shall be the grantee of the State of South Carolina "(the State)" of such funds. As the grantee of the State, it shall be fully and solely responsible to the other parties to this Agreement for compliance with all financial management, environmental review, civil rights, recordkeeping, reporting and other requirements of the CDBG program and of the grant contract with the State, except as specified in Paragraph 3 hereinafter.**
- 3. Each party to this Agreement shall be individually responsible for compliance with the following requirements of the CDBG program unless otherwise authorized:**

- a) The development and presentation, for public review and comment, of a written Citizen Participation Plan (CP Plan);
- b) Identification of the jurisdiction's housing and community development needs, in accordance with the requirements of the jurisdiction's CP Plan;
- c) An application public hearing held in accordance with the requirements of the jurisdiction's CP Plan;
- d) Development of a residential anti-displacement plan; and
- e) An action plan taken to affirmatively further fair housing during the course of the grant period.

Furthermore, each party shall provide documentation to Hampton County demonstrating its compliance with the requirements specified in this Paragraph 3 and Hampton County shall retain such documentation and other required records and documents for the period of time specified by the State.

4. Hampton County shall contract with the Lowcountry Council of Governments to carry out the responsibilities assumed by Hampton County under this Agreement and its grant contract with the State.

This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing CDBG funding for said project or carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties to this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In that case, the State must approve such termination and arrangements for completing this project prior to termination of this Agreement. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

FOR Hampton County

Rose Dobson-Elliott

By: 

Position: County Administrator

FOR Beaufort County

Ashley Jacobs

By: 

Position: County Administrator

FOR Colleton County

J. Kevin Griffin

By: 

Position: County Administrator

FOR Jasper County

Andrew P. Fulghum

By: 

Position: County Administrator

Program Certifications

As chief executive official of the local government, I hereby make the following certifications:

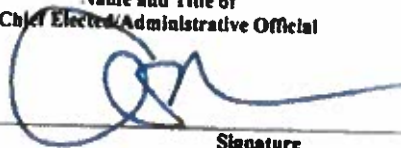
1. Is following the citizen participation requirements for the Community Development Block Grant (CDBG) Program including:
 - (a) Provides for and encourages citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used;
 - (b) Ensures that citizens will be given reasonable and timely access to local meetings, information, and records relating to this unit of local governments proposed use of and actual use of CDBG funds;
 - (c) Furnishes citizens information, including but not limited to:
 - (1) The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income);
 - (2) The range of activities that may be undertaken with CDBG funds;
 - (3) The estimated amount of CDBG funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons; and
 - (4) The proposed CDBG activities likely to result in displacement and the unit of local governments anti-displacement and relocation plans as required.
 - (d) Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals in accordance with the procedures developed by the State. Such assistance need not include providing funds to such groups;
 - (e) Provides for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views and responding to proposals and questions. Together the hearings cover community development and housing needs, development of proposed activities and a review of program performance. The public hearings to cover community development and housing needs must be held before submission of an application to the State. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the disabled. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate;
 - (f) Provides citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the State and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the unit of local government's application to the State. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the State;
 - (g) Provides citizens the address, phone number, and times for submitting complaints and grievances, and provides timely written answers to written complaints and grievances within 15 working days, where practicable.
2. Assures that all reasonable steps have been taken to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of CDBG assisted activities.
3. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

4. Will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of fee or assessment that relates to the capital costs of such public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.
5. Has adopted and is enforcing:
- A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
6. Will conduct and administer the grant in conformance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations and agrees to take actions to affirmatively further fair housing.
7. Will certify, to the best of the certifying official's knowledge and belief, that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report lobbying in accordance with its instructions; and
 - It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
8. Will comply with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and with other applicable State and Federal laws.

I declare that I am duly authorized, under the laws of the above-named unit of general local government, to make the foregoing certifications and acknowledge that these certifications may not be construed to restrict the responsibility or authority of the above-named unit of local government for the development and execution of its community development program as required by Title I of the Housing and Community Development Act of 1974, as amended, and the laws, regulations, and the policies of the State of South Carolina.

Andrew Fulghum/County Administrator

Name and Title of
Chief Elected/Administrative Official



Signature

Jasper County

Unit of Local Government

5/31/2022

Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF JASPER AND THE CITY OF HARDEEVILLE
REGARDING FIRE PROTECTION AND EMERGENCY SERVICES**

THIS AGREEMENT made and entered into as of this 2 day of June, 2022, by and between the County of Jasper, South Carolina and the City of Hardeeville, South Carolina.

WHEREAS, Jasper County and the City of Hardeeville maintain equipment and personnel for the suppression of fires within their own jurisdictions and areas; and

WHEREAS, Jasper County desires to provide for its citizens in the areas surrounding Hardeeville, as more specifically defined in the attached Exhibit "I", increased fire protection services in the event of large fires or conflagrations; and

WHEREAS, the City of Hardeeville desires to provide for its citizens increased fire protection services in the event of large fires or conflagrations; and

WHEREAS, both Jasper County and the City of Hardeeville agree that it is in the best interests of their citizens to secure, by agreement, both a Fire Protection Services Agreement and Mutual Aid Agreement to provide supplemental fire and emergency services to each other; and

WHEREAS, Section 5-7-60 of the Code of Laws of South Carolina authorizes the municipality to perform many of its functions and provide many of its services in areas outside the corporate limits by contract and to make charges thereof; and

WHEREAS, Section 4-21-10 of the Code of laws of South Carolina provides authority for a governing body of a county to provide fire protection and ambulance services by contract with municipalities and for the charging of a service fee for services; and as identified in the Jasper County Code of ordinance Section 9-3 – Powers of the county deputy administrator for emergency services. Subparagraph (11) to enter into mutual aid agreements as may be to the benefit of the county; and

THEREFORE, BE IT AGREED, in consideration of the foregoing premises and the considerations set forth below, that the City of Hardeeville, South Carolina shall provide Automatic Aid for Structure Fires and Motor Vehicle Collision(MVC) with reported entrapment to a portion of Jasper County as described in Exhibit "I" and Mutual Aid to Jasper County, and that Jasper County shall provide Automatic Aid for Structure Fires and motor vehicle accidents with reported entrapment inside the corporate limits of the City of Hardeeville as may be amended from time to time (the "City"), as described in Exhibit "II", and Mutual Aid to the City of Hardeeville on the following terms and conditions.

Section 1. AUTOMATIC AID

1. The City will automatically respond with one pumper and one duty officer to any structure fire or MVC with entrapment in the portion of Jasper County as described in Exhibit "I" provided that such assistance shall not interfere with the responsibilities for emergencies

within its service area. Additional resources will respond as requested through mutual aid and subject to availability.

2. Jasper County Fire and Rescue will automatically respond with one medic unit, one pumper or tanker and a Duty Officer to any structure fire or MVC with entrapment located within the City as described in Exhibit "II" provided that such assistance shall not interfere with the responsibilities for emergencies in its service area. Additional resources will respond as requested through mutual aid and subject to availability.

Section 2. MUTUAL AID

1. The City of Hardeeville agrees that its Fire Department will provide Mutual Aid to Jasper County Fire and Rescue, and Jasper County Fire and Rescue agrees that it will provide Mutual Aid to the City upon the following terms and conditions.
 - a. The City will respond one Pumper and a Duty Officer to any request for mutual aid and provided that such assistance shall not interfere with the responsibilities for emergencies in its service area.
 - b. Jasper County Fire and Rescue will respond, one Medic Unit, one Pumper and a Duty Officer to any request for mutual aid and provided that such assistance shall not interfere with the responsibilities for emergencies in its service area.
 - c. Additional resources will respond as requested and are available.

Section 3. SERVICE DELIVERY PROVISIONS

1. Service delivery by the Hardeeville Fire Department and Jasper County Fire and Rescue will be provided under the same dispatch processes, fire apparatus response levels and procedures as that in effect on July 1, 2021.
2. The Chief Officers of each District, parties to this agreement, shall ensure that Joint Training Drills are conducted on a quarterly basis.
3. Each District will follow normal Incident Command and Accountability procedure regardless of which Officer of either District is in charge.
4. The Fire Chiefs of the Districts parties to this agreement are authorized and directed to meet, draft, and establish detailed plans and procedures of operation necessary to effectively implement this agreement.

Section 4. COMPENSATION AND INSURANCE

1. The City of Hardeeville shall be responsible for compensating the City of Hardeeville personnel, as well as being responsible for all insurance coverages including tort, vehicle, general liability, Worker's Compensation, and any other required coverage for its personnel and equipment.
2. Jasper County shall be responsible for compensating Jasper County personnel as well as being responsible for all insurance coverages including tort, vehicle, general liability, worker's compensation, and any other required coverage for its personnel and equipment.
3. All services performed under this agreement shall be rendered without additional financial reimbursement to either party other than that included herein.

Section 5. SEVERABILITY

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

In the event of such invalidation, it is the intention of the parties that the Agreement shall be deemed amended to the extent required to make it valid and enforceable, and such provision or provisions shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

Section 6. TERM OF AGREEMENT AND RENEWALS

The term of this agreement shall be for three years, beginning the effective date provided for above, and ending on February 28, 2025). The agreement will be automatically renewed unless one of the parties provides written notice to the other party by January 1st of the year they wish to cancel.

Section 7. EFFECTIVE DATE

The Agreement shall take effect after its execution by the duly authorized Jasper County deputy administrator for emergency Services and the duly authorized council for the city of Hardeeville.

IN WITNESS WHEREOF, the City of Hardeeville and Jasper County, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in duplicate, either of which is to be considered an original, thereby binding the City and County for the faithful and full performance of the terms and conditions of this Agreement, as of the date first written above.

[SEPARATE SIGNATURE PAGES FOR EACH PARTY FOLLOW]

SIGNATURE PAGE FOR JASPER COUNTY

IN WITNESS WHEREOF, the Jasper County Fire Chief/Deputy Administrator for Emergency Services, on behalf of Jasper County pursuant to § 9-3 (11) of the Code of Ordinances of Jasper County, has caused this Agreement to be executed.

Jasper County, South Carolina
Emergency Services Department

BY: 

Printed Name: Russell Wells

Title: Jasper County Fire Chief/Deputy
Administrator for Emergency Services

Attest: 

BY: _____

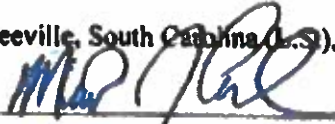
Printed Name: ANDREW P. FULGUM

Title: COUNTY ADMINISTRATOR

SIGNATURE PAGE FOR CITY OF HARDEEVILLE

IN WITNESS WHEREOF, City of Hardeeville has caused this Agreement to be executed on its behalf and its seal to be affixed hereto.

Hardeeville, South Carolina (L.S).

BY:  _____

Printed Name: Michael J. Czymbor

Title: City Manager

Attest.

BY:  _____

Printed Name: Lori Pomarico

Title: City Clerk

[Approved by Action of Hardeeville City Council at its meeting held on 5/19/2027

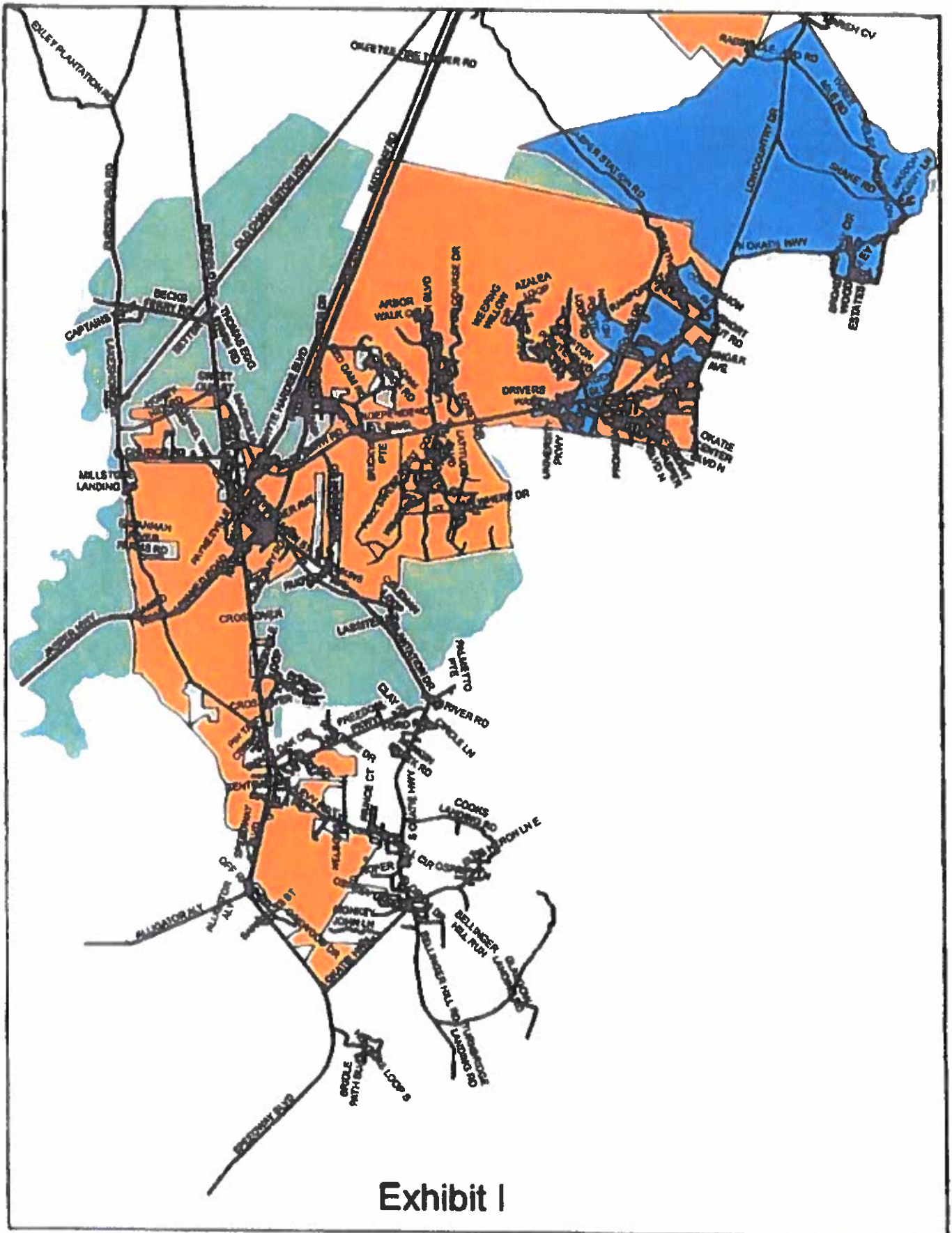
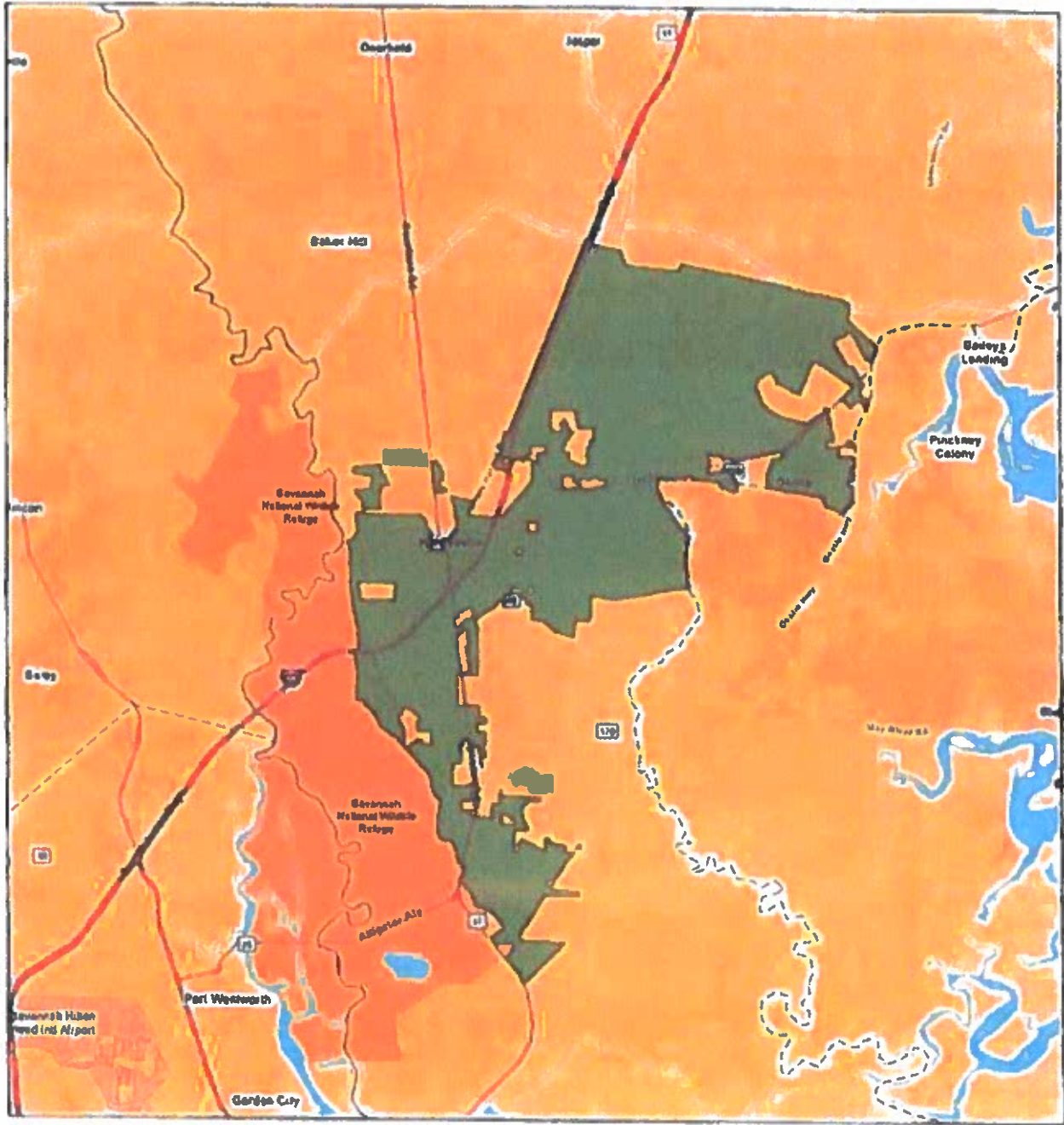


Exhibit I

Exhibit II



1/18/2022

1:152,733



Em, HERE, Garmin, GeoGraph, METI/WASA, USGS, EPA, AP8, USDA



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

Progress Report May 17, 2022-June 6, 2022

1. **County Council Retreat:**
Prepared materials, reviewed items with staff, and discussed presentations with presenters.
2. **Various Development Projects:**
Discussion with staff and developer on May 17 re: Frampton Tract Development Agreement (DA), meetings and telephone conversations re: Chelsea South development with concerned citizens and staffers from environmental groups, discussion with property owner re: proposed Turkey Hill Solar Farm, discussion with staff re: civic site within Center Point development, meeting with developer of distribution facilities projects on May 19, conference call re: Jasper Ocean Terminal (JOT) scheduled for June 1.
3. **FY-2023 Budget:**
Met with Ms. Burgess and Ms. Waite on May 18 to discuss budget and reassessment implementation.
4. **Jasper County v. Western Surety Company and Denise Smith:**
Deposed May 26. Second mediation scheduled for June 10. Will report to Council thereafter.
5. **Intergovernmental meeting with Beaufort County and Jasper County staff:**
Meeting scheduled for June 3 to discuss various projects, issues, and opportunities.
6. **Ridgeland-Claude Dean Airport:**
Participated in County Council Airport Workshop on May 20.
7. **Other Meetings/Events Attended or Scheduled to Attend:**
County Council Retreat May 23, A-Tax loan closing on May 26, County Council Budget Workshop on May 27, and Sun City speaking engagement on June 3.



South Carolina
Department of Transportation

MEMORANDUM

TO: County Transportation Committee Members
FROM: Joe Sturm, SCDOT C-Program Administrator
DATE: May 19, 2022
RE: SFY 2022-23 Apportionment Forecast

The South Carolina Department of Transportation (SCDOT) is pleased to provide the attached apportionment chart for state fiscal year (SFY) 2022-23. The SFY begins July 1 and ends June 30. This chart forecasts the revenues that each of the State's 46 County Transportation Committees (CTC) may expect to receive via the 3.99 cents/gallon gasoline tax as described in the "C" fund law, §12-28-2740. Actual revenues are distributed to the CTCs on a monthly basis and are determined by the volume of gasoline consumption in South Carolina. As such, this forecast is being provided so that the CTCs may plan their program and their priorities.

As a result of Act 40 of 2017, all of the "new" gas tax funds are required to be spent on the state highway system. The "new" gas tax funds are exactly one-third of the CTC's apportionment dollars (1.33 cents increase divided by 3.99 cents total). This means that 33% of your "C" funds must be spent on state roads. The one-third state requirement may be met based on a biennial averaging of expenditures. This information will continue to be shown on the first page of your monthly "C" fund statements. Please be aware that the CTC will be responsible for meeting the minimum state requirement by the end of the state fiscal year.

The state budget for SFY 2022-23 has not yet been signed by Governor McMaster, but it may include additional one-time, non-recurring funds for the CTCs. Once the budget is finalized, SCDOT will communicate this additional information to you if needed.

Thank you for all you do in service to the State of South Carolina. If SCDOT may be of service to you, please let me know. I can be reached at 803-737-0230, 803-497-5351, or SturmJP@scdot.org.



**SOUTH CAROLINA "C" PROGRAM
FORECASTED APPORTIONMENT OF FUNDS FOR FISCAL YEAR 2022-23**

The Apportionments do not include the Donor Bonus allocations.

County	AREA		POPULATION		RURAL ROADS		FORECASTED APPORTIONMENT	
	Sq. Mile	Percent	Number	Percent	Miles(CL)	Percent	Percent	Amount
Abbeville	491	1.63%	24,295	0.47%	933	1.43%	1.18%	\$1,303,400
Aiken	1,071	3.56%	168,808	3.30%	2,378	3.64%	3.50%	\$3,870,600
Allendale	408	1.36%	8,039	0.16%	505	0.77%	0.76%	\$843,100
Anderson	714	2.37%	203,718	3.98%	2,684	4.11%	3.49%	\$3,857,100
Bamberg	393	1.31%	13,311	0.26%	664	1.02%	0.86%	\$952,400
Barnwell	548	1.82%	20,589	0.40%	624	0.96%	1.06%	\$1,172,200
Beaufort	576	1.92%	187,117	3.66%	899	1.38%	2.32%	\$2,560,800
Berkeley	1,104	3.67%	229,861	4.49%	2,296	3.52%	3.89%	\$4,304,400
Calhoun	381	1.27%	14,119	0.28%	736	1.13%	0.89%	\$984,100
Charleston	918	3.05%	408,235	7.98%	1,272	1.95%	4.33%	\$4,782,700
Cherokee	393	1.31%	56,216	1.10%	1,070	1.64%	1.35%	\$1,490,500
Chester	581	1.93%	32,294	0.63%	982	1.50%	1.36%	\$1,499,000
Chesterfield	799	2.66%	43,273	0.85%	1,699	2.60%	2.03%	\$2,250,000
Clarendon	607	2.02%	31,144	0.61%	1,187	1.82%	1.48%	\$1,638,300
Colleton	1,057	3.52%	38,604	0.75%	1,425	2.18%	2.15%	\$2,378,000
Darlington	561	1.87%	62,905	1.23%	1,317	2.02%	1.70%	\$1,884,000
Dillon	405	1.35%	28,292	0.55%	864	1.32%	1.07%	\$1,187,800
Dorchester	569	1.89%	161,540	3.16%	1,138	1.74%	2.26%	\$2,503,000
Edgefield	501	1.67%	25,657	0.50%	888	1.36%	1.18%	\$1,300,100
Fairfield	686	2.28%	20,948	0.41%	991	1.52%	1.40%	\$1,551,100
Florence	801	2.66%	137,059	2.68%	1,802	2.76%	2.70%	\$2,985,900
Georgetown	814	2.71%	63,404	1.24%	1,150	1.76%	1.90%	\$2,103,500
Greenville	786	2.61%	525,534	10.27%	3,186	4.88%	5.92%	\$6,545,800
Greenwood	456	1.52%	69,351	1.35%	996	1.53%	1.47%	\$1,620,500
Hampton	560	1.86%	18,561	0.36%	696	1.07%	1.10%	\$1,213,000
Horry	1,133	3.77%	351,029	6.86%	3,000	4.59%	5.07%	\$5,609,600
Jasper	655	2.18%	28,791	0.56%	599	0.92%	1.22%	\$1,348,300
Kershaw	727	2.42%	65,403	1.28%	1,489	2.28%	1.99%	\$2,202,600
Lancaster	549	1.83%	96,016	1.88%	1,289	1.97%	1.89%	\$2,091,900
Laurens	713	2.37%	67,539	1.32%	1,515	2.32%	2.00%	\$2,215,400
Lee	410	1.36%	16,531	0.32%	716	1.10%	0.93%	\$1,025,800
Lexington	699	2.32%	293,991	5.74%	2,409	3.69%	3.92%	\$4,333,500
McCormick	359	1.19%	9,526	0.19%	854	1.31%	0.90%	\$990,700
Marion	489	1.63%	29,183	0.57%	924	1.42%	1.20%	\$1,331,100
Marlboro	480	1.60%	26,667	0.52%	904	1.38%	1.17%	\$1,290,700
Newberry	630	2.10%	37,719	0.74%	1,258	1.93%	1.59%	\$1,753,900
Oconee	627	2.09%	78,607	1.54%	2,138	3.27%	2.30%	\$2,541,400
Orangeburg	1,106	3.68%	84,223	1.65%	2,609	4.00%	3.11%	\$3,434,800
Pickens	497	1.65%	131,404	2.57%	1,427	2.19%	2.14%	\$2,360,900
Richland	757	2.52%	416,147	8.13%	2,414	3.70%	4.78%	\$5,286,900
Saluda	453	1.51%	18,862	0.37%	981	1.50%	1.13%	\$1,244,800
Spartanburg	808	2.69%	327,997	6.41%	3,014	4.62%	4.57%	\$5,053,400
Sumter	665	2.21%	105,556	2.06%	1,478	2.26%	2.18%	\$2,409,500
Union	514	1.71%	27,244	0.53%	817	1.25%	1.16%	\$1,287,400
Williamsburg	934	3.11%	31,026	0.61%	1,312	2.01%	1.91%	\$2,108,900
York	681	2.27%	282,090	5.51%	1,765	2.70%	3.49%	\$3,862,200
Total	30,066	100.00%	5,118,425	100.00%	65,294	100.00%	100.00%	\$110,565,000

Area and Population are updated once every 10 years from the Census.

Rural road centerline mileages are updated annually.



May 15, 2022

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

RE: Programming Advisory

Dear Mr. Fulghum,

We are committed to keeping you and our customers informed about changes to Xfinity TV services in Jasper County. Accordingly, please note the following changes:

- Effective June 15, 2022, the subscription-only Russian language channels C1R, RTR, and Rossiya will no longer be available through Xfinity and will be removed from any Russian language packages.
- Effective July 8, 2022, due to increases in programming costs, the charge for AMC+ will increase from \$6.99 to \$8.99 per month, plus applicable taxes and fees.

Please contact me at 912.675.8777 if you have any questions.

Sincerely,

Ronald McGee
Senior Manager, External Affairs

Hampton Jasper



*Jasper County Detention Center
12008 North Jacob Smart Blvd.
PO Drawer 2140
Ridgeland, South Carolina 29936*

*Arthur S. Benjamin, Jr.
Director*

*Henry Orr
Captain*

TO: Arresting Agency Heads

FROM: Mr. Arthur S. Benjamin Jr., Director
Jasper County Detention Ctr.

DATE: May 26, 2022

RE: Juvenile Transports

Arresting Agency Heads,

Effective immediately, the Jasper County Detention Center has been advised to discontinue transports for adjudicated juveniles. This decision was based on the information shared by Mr. Robert Benfield, Director of Risk Management Services.

Attached and highlighted is the document shared with me, in Section 63-19-360 (4) last paragraph (Institutional Services). "Transportation of the juvenile to and from a facility is the responsibility of the law enforcement agency having jurisdiction where the offense was committed."

Mr. Benfield also shared that it would be a significant liability exposure to me, my officers, and the county by continuing to transport juveniles. It has been determined that Class 2 Detention Officers do not have authority to transport juveniles who have not been committed into the Detention Center's Custody. I have also been advised by Mr. David Tedder, Jasper County Attorney of the liability of the Detention Center transporting Juveniles.

If you should have any additional questions or concerns, please feel free to contact me or Captain Orr.

Respectfully,

Arthur S. Benjamin, Jr.

Arthur S. Benjamin, Jr., Detention Director

Cc. Mr. Andrew Fulghum, Jasper County Administrator
Mr. Kimberly Burgess, Jasper County Deputy Administrator
Mr. David Tedder, Jasper County Attorney

ABS/dh

Phone: (843) 717-3300

www.jaspercountysc.gov

Fax: (843) 717-3314

SECTION 63-19-360. Institutional services.

The department shall provide institutional services which include, but are not limited to:

- (1) providing correctional institutional services for juveniles committed under this chapter;
- (2) managing, operating, and supervising Birchwood, Willow Lane, John G. Richards, and other facilities as the director may establish;
- (3) establishing and maintaining residential and nonresidential reception and evaluation centers at which all children committed to its custody by a circuit or family court must be received, examined, and evaluated before assignment to one of its institutions or before other disposition or recommendation is made concerning the child. The commitment of a child to a reception and evaluation center or youth correctional institution of the department may be made only after the child has been adjudicated delinquent. The evaluation conducted by the reception and evaluation centers includes, but is not limited to:
 - (a) a complete social, physical, psychological, and mental examination;
 - (b) an investigation and consideration of family and community environment and other facts in the background of the person concerned that might relate to the person's delinquency;
 - (c) a determination of the correctional or custodial care that would be most appropriate. The department shall create facilities and employ personnel as will enable the centers to conduct the necessary physical, mental, and psychological examinations required by this section;
- (4) providing juvenile detention services for juveniles charged with having committed a criminal offense who are found, after a detention screening or detention hearing, to require detention or placement outside the home pending an adjudication of delinquency or dispositional hearing. Detention services provided by the department for the benefit of the counties and municipalities of this State must include secure juvenile detention centers. The size and capacity of the juvenile detention facilities needed must be determined by the department after its consideration and review of minimum standards for local detention facilities in South Carolina for the design, construction, and operation of juvenile detention centers. These recognized state standards must be met or exceeded by the department in determining the size and capacity of the juvenile detention centers and in planning for the construction and operation of the facilities. The department shall determine and announce the anticipated maximum operational capacity of each facility and shall contact each county and municipal governmental body in this State for the purpose of determining which counties or municipalities anticipate utilizing these facilities upon each facility becoming operational. The department shall inform each county and municipal governmental body of the existing state and federal laws regarding the confinement of juveniles charged with committing criminal offenses, of each county's and municipality's ability to develop its own facility or to contract with other counties or municipalities for the development of a regional facility, and of the availability of the department's facilities. This notice must be provided to each county and municipality for the purpose of determining which county

governmental bodies desire to enter into an intergovernmental agreement with the department for the detention of juveniles from their particular community who are charged with committing a criminal offense for which pretrial detention is both authorized and appropriate. No later than September 1, 1993, the department shall report to the Budget and Control Board on the strategy of each county to comply with requirements of counties under this chapter. The department must include with its report a plan for the construction and the operation of those facilities which are projected to be necessary for the preadjudicatory detention of juveniles in this State. No later than September first of each subsequent year, the department shall report to the board on the status of all preadjudicatory juvenile detention facilities known to be operational or planned, regardless of ownership or management. Beginning with the report to the board which is due no later than September 1, 1996, the department must include an annual status report on the numbers of juveniles in pretrial detention who are awaiting disposition in general sessions court, whether they have been waived by the family court or whether they qualify due to the offense with which they are charged. The board then will coordinate with all responsible and affected agencies and entities to ensure that adequate funding is identified to prevent the detention or incarceration of juveniles who are awaiting disposition by, or who are under the jurisdiction of, the family court in adult jails anywhere within the State of South Carolina and to prevent the detention of juveniles who are awaiting disposition by general sessions court in facilities which do not provide actual sight and sound separation from adults who are in detention or custody. Upon completion of each facility and upon the determination by the Jail and Prison Inspection Division of the Department of Corrections that each facility is staffed in accordance with relevant standards and can be operated in accordance with these standards, the division shall determine and announce the rated capacity of each facility. A facility operated by the Department of Juvenile Justice for the preadjudicatory detention of juveniles must be maintained and continued in operation for that purpose until approved for conversion or closure by the Department of Administration. However, a county or municipality which decides to maintain its own approved facilities or which has entered into a regional intergovernmental agreement, which has provided secure facilities for preadjudicatory juveniles, and which meets the standards set forth above, may continue to operate these facilities. County and regionally operated facilities are subject to inspection by the Jail and Prison Inspection Division of the Department of Corrections for compliance with the standards set forth above and those created pursuant to Section 24-9-20. The division has the same enforcement authority over county, municipal, and regionally operated secure juvenile detention facilities as that which is provided in Section 24-9-30. In Department of Juvenile Justice operated facilities, the department shall determine an amount of per diem for each child detained in a center, which must be paid by the governing body of the law enforcement agency having original jurisdiction where the offense occurred. The per diem paid by the governing body of the law enforcement agency having original jurisdiction where the offense occurred must be based on the average operating cost among all preadjudicatory state facilities. The Department of Juvenile Justice must assume one-third of the per diem cost and the governing body of the law enforcement agency having original jurisdiction where the offense occurred must assume two-thirds of the cost. Per diem funds received by the department must be placed in a separate account by the department for operation of all preadjudicatory state facilities. Transportation of the juvenile to and from a facility is the responsibility of the law enforcement agency having jurisdiction where the offense was committed. Transportation of juveniles between department facilities, if necessary, is the responsibility of the department;

(5) each secure facility which detains preadjudicatory youth longer than forty-eight hours, excluding weekends and state holidays, regardless of ownership or management, must have sufficient personnel to provide uninterrupted supervision and to provide administrative, program, and support requirements. Each of these facilities must have a minimum of two juvenile custodial officers on duty each shift, fully dressed, awake, and alert to operate the facility. At least one person shall directly supervise the juveniles at all times. At least one female juvenile custodial officer must be present and available to the female detention population at all times. Staff on duty must be sufficient to provide for a juvenile-staff ratio adequate for custody, control, and supervision, and to provide full coverage of all designated security posts, excluding administrative, program, and other support staff. Staff shall prepare further a facility schedule of preplanned, structured, and productive activities. Schedules must be developed which include designated times for sleeping, dining, education, counseling, recreation, visitation, and personal time. Daily schedules should minimize idleness and promote constructive use of the juvenile's day. The Department of Juvenile Justice shall provide educational programs and services to all preadjudicatory juveniles in its custody. County, municipal, and regionally operated facilities shall provide these services to all preadjudicatory juveniles under the jurisdiction of the family court and all pretrial juveniles awaiting general sessions court who are detained locally for more than forty-eight hours, excluding weekends and state holidays, by contracting with the Department of Juvenile Justice or by arranging the services through the local school district in which the facility is located. It shall be the responsibility of the school district where a local detention center which has been approved to detain juveniles is located to provide adequate teaching staff and to ensure compliance with the educational requirements of this State. Students housed in approved local detention centers are to be included in the average daily membership count of students for that district and reimbursement by the Department of Education shall be made accordingly. Services which are arranged locally must be approved by the Department of Juvenile Justice as meeting all criteria developed under the authority of Section 63-19-380. Special needs students who are detained locally shall have all services required by federal and state laws and regulations;

(6) a county, municipality, or regional subdivision may provide temporary holdover facilities for juveniles only if the facilities comply with this section and with all standards created under the provisions of Section 24-9-20, which must be monitored and enforced by the Jail and Prison Inspection Division of the South Carolina Department of Corrections pursuant to its authority under Sections 24-9-20 and 24-9-30. The standards shall provide for the regulation of temporary holdover facilities with regard to adequate square footage, juvenile accommodations, access to bathroom facilities, lighting, ventilation, distinctions between secure and nonsecure temporary holdover facilities, staffing qualifications, and additional requirements as may be specified. These facilities may hold juveniles during the period between initial custody and the initial detention hearing before a family court judge for a period up to forty-eight hours, excluding weekends and state holidays. Preadjudicatory juveniles who are subsequently transferred to a juvenile detention center may be housed in a temporary holdover facility when returned to the community for a court appearance. However, the temporary housing shall not exceed forty-eight hours.

HISTORY: 2008 Act No. 361, Section 2.

Code Commissioner's Note

At the direction of the Code Commissioner, references in this section to the offices of the former State Budget and Control Board, Office of the Governor, or other agencies, were changed to reflect the transfer of them to the Department of Administration or other entities, pursuant to the directive of the South Carolina Restructuring Act, 2014 Act No. 121, Section 5(D)(1), effective July 1, 2015.

Robert Benfield

Yesterday 4:46 PM

Arthur Benjamin

Flag for follow up. Start by Wednesday, March 02, 2022. Due by Wednesday March 02, 2022.

You forwarded this message on 3/2/2022 4:58 PM

Action Items

CAUTION This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders. The attached Transportation Notice does not order the Detention Center to transport the juvenile. It requests that the arresting law enforcement agency make the arrangement.

DU does not have the authority to order you to transport anyone. In addition, as a Class 2 Officer you have legal authority relating to the custody, control, and transportation of the inmates confined in your facility. You have no legal authority over a juvenile who was arrested by a law enforcement agency and transported to DU.

I believe that transporting Juveniles is a significant liability exposure to you, your officers, and the county. Please review this with county attorney.

I cannot find any Statute that would grant your Class 2 officers the authority to transport juveniles who have not been committed to your custody.

With best regards,

ROBERT E. BENFIELD ARM, AMS
DIRECTOR OF RISK MANAGEMENT SERVICES



LocalLeaders
StatewideStrength

SOUTH CAROLINA ASSOCIATION OF COUNTY SHERIFFS
1019 THURMONT AVENUE, COLUMBIA, SC 29201
PH: 803.732.1222 FAX: 803.732.0375
TF: 1.800.822.6861
SECURITIES.ORG

Robert Benfield <RBenfield@scac.sc>

Yesterday, 5:54 PM

Arthur Benjamin

Flag for follow up. Start by Wednesday, March 02, 2022. Due by Wednesday, March 02, 2022.

You forwarded this message on 3/2/2022 6:41 PM

DJI INSTITUTIONAL SER.
17 KB

Show all 1 attachments (17 KB) Download

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Arthur,

The last 2 sentences of the Section 63-19-360 (4) states... "Transportation of the Juvenile to and from a facility is the responsibility of the law enforcement agency having jurisdiction where the offense was committed."

Clearly this refers to the sheriff or police department. This should solve the argument regarding you guys having to transport juveniles. Please share with your County attorney.

Best regards,

ROBERT E. BENFIELD, ARM. ADM.
DIRECTOR OF RISK MANAGEMENT SERVICES



SOUTH CAROLINA ASSOCIATION OF COUNTIES
1015 THE PINNACLES BUILDING - COLUMBIA, SC 29201
TEL: 803.733.4300 FAX: 803.733.4301
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