
AGENDA ITEM:

#11

Ordinance item (with a public hearing)

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE O-2023-04
AN ORDINANCE
OF JASPER COUNTY COUNCIL**

AN ORDINANCE OF THE COUNTY OF JASPER, AMENDING THE FISCAL YEAR 2022 – 2023 BUDGET AS ORIGINALLY ADOPTED BY ORDINANCE NO. 2022-17 ADOPTED JUNE 27, 2022, IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF SOUTH CAROLINA AND THE ORDINANCES AND RULES OF THE COUNTY OF JASPER, SOUTH CAROLINA; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, TO PROVIDE FOR THE EXPENDITURE OF NOT TO EXCEED \$635,000 FROM THE FUND BALANCE FOR THE PURCHASE OF A STORAGE ARRAY SYSTEM AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County Council of Jasper, South Carolina approved Budget Ordinance No. 2022-17 for the 2022 – 2023 Fiscal Year on June 27, 2022; and

WHEREAS, the County Council of Jasper, South Carolina accepted a proposal for the replacement of the current storage array system on January 3, 2023; and

WHEREAS, approximately one half of the replacement storage array will replace the storage array currently utilized in for Emergency Telecommunications (the “911 system”); and

WHEREAS, the County may be eligible for a reimbursement from the South Carolina 911 Fund for the portion of the storage array used for the Jasper County 911 system; and

WHEREAS, the County Council of Jasper, South Carolina wishes to accept reimbursement from the South Carolina 911 for the purchase of the storage array should the purchase be eligible for such reimbursement; and

WHEREAS, the County Administrator of the County of Jasper has submitted to the County Council, a proposed budget amendment of revenue and expenditures of the County of Jasper for the fiscal year ending June 30, 2023; and

WHEREAS, the County Council of the County of Jasper, South Carolina desires to amend the approved Budget Ordinance for the 2022 – 2023 Fiscal Year.

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

SECTION 1. Amendment to the Current Budget

That appropriations for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, for support of the general government of the County of Jasper, South Carolina be amended for said term in accordance with changes in revenues and expenditures shown in the Attached Exhibit A, attached hereto for the purposes stated herein.

SECTION 2. Approval of Amendment

That the budget amendment, as shown in words and figures in Exhibit A is hereby approved in all aspects and adopted as an amendment to the County budget for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023, so that Section 1 of the approved Budget Ordinance No. 2022-17 shall now read as shown in Exhibit B, which reflects an increase in "All Other Revenues" by \$635,000.00, and a corresponding increase by \$635,000.00 in the "All Others" line of Appropriations.

SECTION 3. Conflict

That all Ordinance or parts of Ordinance in conflict herewith are hereby repealed.

SECTION 4. Effective Date. This ordinance shall take effect from and after the date of its final passage and adoption in accordance with state law.

JASPER COUNTY COUNCIL

BY: _____
L. Martin Sauls IV, Chairman

ATTEST:

**Wanda Simmons,
Clerk to Council**

Ordinance #O-2023-04
First Reading: 2/6/2023
Second Reading: 3/6/2023
Public Hearings: 3/6/2023
Adopted: 3/6/2023

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE O-2023-__
EXHIBIT A**

PURCHASE OF STORAGE ARRAY

REVENUE

Transfer-In from Fund Balance	010-048-1607	\$317,500
Transfer-In from Fund Balance	010-170-1607	<u>\$317,500</u>
		\$635,000

EXPENDITURES

Dispatch Equipment	010-048-2450	\$317,500
Computer Equipment	010-049-2460	<u>\$317,500</u>
		\$635,000

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE O-2023-__
EXHIBIT B**

SECTION 1. Appropriation for Jasper County Capital and General Operations Budget. There is hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County Capital and Operational needs and for the purposes set forth for fiscal year 2022 – 2023:

**JASPER COUNTY
CAPITAL AND GENERAL OPERATIONS BUDGET
FISCAL YEAR 2022-2023**

REVENUES	APPROPRIATIONS
County Property Tax Levy \$ 25,334,153	Emergency Service \$ 14,927,193
L.O.S.T. (Sales Tax) \$ 4,005,970	Sheriff \$ 7,439,268
Fee in Lieu \$ 2,100,000	Detention \$ 3,899,391
State Aid \$ 1,223,407	Engineering Services and Solid Waste \$ 3,190,025
Cash Carry Forward \$ 3,250,000	Agency Appropriations \$ 2,106,347
All Other Revenues \$ 8,895,211	All Others \$ 13,246,517

Total \$ 44,808,741	Total \$ 44,808,741
County Debt Tax Levy <u>\$ 2,512,481</u>	County Debt <u>\$ 2,512,481</u>

County Grand Total \$ 47,321,222	County Grand Total \$ 47,321,222

The detailed Operations Budget containing line-by-line accounts by department and /or agency is hereby adopted as part of this Ordinance. Management of individual accounts for the functions of elected officials shall be the responsibility of that elected official.

AGENDA ITEM:

#12

Ordinance item

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2023-_____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

TO AUTHORIZE JASPER COUNTY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING/LEASE AGREEMENT WITH JASPER-RIDGELAND YOUTH BASEBALL, INC. ("JRYB") FOR THE USE OF ATHLETIC FACILITIES.

WHEREAS, Jasper County is the owner of real property having TMP Number 062-22-01-007 consisting of approximately 7.97 acres, more or less, generally known as the Baseball Field Complex (the "Ball Field Facility") adjacent to; and

WHEREAS, the Jasper-Ridgeland Youth Baseball, Inc. ("JRYB"), is a nonprofit corporation sharing a common interest with Jasper County of providing the residents of Jasper County with recreation opportunities; and

WHEREAS, Jasper County and JRYB previously had Memoranda of Understandings/Lease Agreements which, among other things, provided for the Lease of the Ball Field Facility in exchange for their assistance in providing recreational opportunities at the Ball Field Facility, among other things, and now desire to enter into a new Memorandum of Understanding/Lease Agreement by execution of the attached Memorandum of Understanding/Lease Agreement, which, among other things, provides for an allocation of responsibilities and terms for the use and occupancy of the Field Facility; and

WHEREAS, Jasper County Council believes that it would be a benefit for the citizens of Jasper County to enter into the Memorandum of Understanding/Lease Agreement, which will provide enhanced recreational opportunities for the general citizenry of Jasper County from time to time;

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

1. Jasper County Council approves the Memorandum of Agreement/Lease Agreement of the Ball Field Facilities as described above to Jasper Ridgeland Youth Baseball, Inc., on terms substantially consistent with those include in the attached Exhibit "A;" and upon approval of the Memorandum of Understanding/Lease Agreement, and other related documents by the County Attorney, the County Administrator shall be and is hereby authorized to execute, and the Clerk to Council is

hereby authorized to attest and deliver such Memorandum of Agreement/Lease Agreement, and other related documents as may be necessary or desirable and in so doing, to bind Jasper County and Jasper Ridgeland Youth Baseball, Inc. to the terms of the Memorandum of Agreement/Lease Agreement.

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

Martin L. Sauls, IV
Chairman of County Council

ATTEST:

Wanda Simmons
Clerk to Council

First Reading: _____
Second Reading: _____
Public Hearings: _____
Adopted: _____

It is required that the following Exhibit be attached before the second reading:

MEMORANDUM OF UNDERSTANDING/LEASE AGREEMENT.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

EXHIBIT "A"

Memorandum of Understanding/Lease Agreement (MOU)

Between

**Jasper County Parks and
Recreation Department**

And

Jasper-Ridgeland Youth Baseball, Inc.



**Memorandum of Understanding/Lease Agreement (MOU)
Between**

**Jasper County Parks and
Recreation Department**

And

Polaris Tech Charter School

**For Lease of
The Jasper County Parks and Recreation Division
Airport Field Complex (Old Jaycees' Field)**

This Memorandum of Understanding (MOU) establishes collaboration between the Jasper County Parks and Recreation Department, 358 Third Avenue, Ridgeland, SC 29936 (Attn: County Administrator) and Polaris Tech Charter School, 1508 Grays Highway, Ridgeland, SC 29936.

I. MISSION

The Jasper County Parks and Recreation Department (the "Department") is committed to enhancing its community through collaborative efforts to provide the best recreation facilities, programs, and event opportunities that promote a safe, fun, and entertaining environment.

Together, the Parties enter into this MOU to establish collaboration, whereas the Department will provide athletic facilities and services at the "Airport Field Complex" (old Jaycees field) to serve as practice and game facilities for the Polaris Tech Charter School Athletic Teams. Accordingly, the Department and Polaris Tech Charter School, operating under this MOU agree as follows:

II. PURPOSE AND SCOPE

The Department and Polaris Tech Charter School share the common interest of providing the residents of Jasper County with quality and well-maintained athletic facilities that provide a safe environment for all participants and guests to the facility.

The primary beneficiaries of this MOU are the Polaris Tech Charter School Athletic Teams and their respective fanbase, visiting teams and respective fanbase along with members of the public. Note that this MOU will not prevent other teams of the Department or other schools / Leagues from using the facility when it is not being used by students of Polaris Tech.

III. RESPONSIBILITIES

Each party will appoint individuals to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

Kim Staler, Executive Director, Polaris Tech Charter School
kimstaler@polaristech.org - 843.645-0605

Devonte Genwright, Parks and Recreation Department Director
dgenwright@jaspercountysc.gov - 843.784-5136

A. The Department will: *Regarding "Airport Field Complex" usage*

- Provide accessibility of the "Airport Field Complex" for Polaris Tech Charter School for home games for the fall and spring soccer season. (Aug. 1st – May 1st)
- Provide access for athletic practices during the hours of 4:00 pm to 6:00pm, Monday thru Friday.
- Provide game day support to open facilities and turn on the field lights or issue keys to the Athletic Director in lieu of staff support.
- Provide routine maintenance (grass cutting, fertilizing, etc.) and repairs of grounds and related facilities inside the Airport Field Complex, to include the maintenance of an existing irrigation system adequate to maintain the turf of the "Game Field Area"
- Provide Department contact information including office phone number, cell phone and email of essential staff.
- Maintain general liability insurance for this facility.

B. Polaris Tech Charter School Athletic Teams will:

- Furnish the Department with a schedule of all games 30 days prior to the start of the season.
- Provide portable restrooms for each game with necessary supplies for players and visitors.

- Furnish all necessary field equipment for game day related needs that follow “Department” usage compliance.
- Notify the Parks Director or designee of schedule changes due to cancellations, forfeitures, deletions, additions with 48 hours. **Changes for use of fields for games cannot be guaranteed or scheduled until such changes are cleared through the Park Director or designee and by availability.*
- Be responsible for all game day related gate and concession sales to include set up and take down. Polaris Tech Charter School shall be responsible for obtaining any applicable licenses.
- Be responsible for any cleanup related to field usage and concession sales within the turf complex and along Airport Road where vehicles may have parked immediately following the end of gameday activities. .
- Provide the Parks Director with the Polaris Tech Charter School Athletic Teams, related coaches contact information including office phone number, cell phone and email of essential staff.
- Comply with all applicable laws, statutes, regulations, and ordinances set forth by Jasper Co. Parks and Recreation Department and the S.C. High School League.
- Provide certified athletic trainers for all activities and security during games. Polaris Tech Charter School Athletic Teams shall be responsible for scheduling and payment of any additional costs required in order to provide athletic trainers and security.
- Pay a maintenance fee of \$250 / month during the athletic season (Aug. - May) to help with water for irrigation, electricity, trash collection and cost of maintaining the field (grass cutting, fertilizing, etc).
- Retain insurance on all Polaris Tech Charter School Athletic Teams, coaches, players, officers, employees, and agents, while utilizing such facilities. A copy of certificate of insurance shall be provided to the Parks Department prior to the start of the season.

IV. NOTICE OF PRIORITY FOR EMERGENCY SERVICES (ES) USAGE / PARKING

- In the event that a Local or State Emergency is issued or an Emergency Services (ES) / National Guard Training exercise is deemed necessary which calls for Lease of the “Airport Field Complex”, all parties involved will give priority for the field to be Leased as such.
- ES will not be liable for any damages that may occur to the “Airport Field Complex” as

a result of the exercises or logistical set up, however they will work to try and operate in a manner resulting in as little damage as possible. A Logistics Map will be created by the ES staff and approved by the Parks and Recreation Director, ES Director and a representative of Polaris Tech.

- Polaris Tech Charter School will work to insure that no player, coach or spectator parks on any portion of Airport property or ES staff parking lot. In addition all vehicles will be towed if they are deemed as blocking any exits, portions of road / access points that prevent emergency vehicles from getting to and from the “Airport Field Complex” or Airport.

V. TERMS OF UNDERSTANDING

The term of this MOU is from **Aug. 1, 2022 through May 1, 2024**. It shall be reviewed to ensure that it is fulfilling its purpose and intent as well as to make any necessary revisions. Failure by Polaris Tech Charter School to meet any obligations outlined in this agreement may result in early termination of this agreement.

VI. INSURANCE

Polaris Tech Charter School Athletic Teams shall provide comprehensive General Liability Insurance with minimum limits of liability for bodily injury in the amount of \$1,000,000 for each occurrence and minimum limits of liability for property damage in the amount of \$1,000,000 for each occurrence. Polaris Tech Charter School Athletic Teams shall also name Jasper County as “additionally insured” and present a copy of Certification of Insurance to the Department.

VII. INDEMNIFICATION AND HOLD HARMLESS

Polaris Tech Charter School Soccer Team shall not hold the Department liable for damages for personal injuries, damages to personal properties, damages to Polaris Tech Charter School Athletic Team properties, or death of any person(s). Polaris Tech Charter School Athletic Teams hereby indemnifies and holds the Department harmless from any and all claims, demands, judgments, losses, and expenses, including reasonable attorney’s fees, arising out of or resulting from the activities of Polaris Tech Charter School Athletic Teams, its employees, agents, spectators, or officers.

VIII. APPLICABLE LAWS

This MOU shall be governed by and construed in accordance with the laws of the State of South Carolina as well as the laws, statutes, and ordinances of Jasper County.

IX. NOTICES

All notices required to be given under this MOU shall be delivered to the individuals who are listed below as signatories. Any party signing this document certifies that they have read this MOU, understands it, voluntarily agrees to its terms, and possesses the requisite authority to

represent and legally bind the party on whose behalf he/she signs. This MOU supersedes any verbal, unwritten or written contract, agreement, understanding or MOU previously existing between the parties or believed to exist between the parties.

X. AUTHORIZATION

This Memorandum of Understanding is an agreement between the parties signed here. The undersigned officials are duly authorized to enter into this MOU for the respective organizations.

XI. ATTACHMENT

A map of the Airport Field Complex is attached.

Agreed and Accepted.

Date
Parks Director
County of Jasper

Date
Dr. Melissa Crosby
Polaris Tech Charter School
Executive Director

Date
Andrew P. Fulghum
County Administrator
County of Jasper

STATE OF SOUTH CAROLINA)
)
) LEASE AGREEMENT
COUNTY OF JASPER)

JASPER COUNTY COUNCIL, and Jasper-Ridgeland Youth Baseball Inc, hereafter referred to as "JRYB", whose address is P.O. Box 728, Ridgeland, SC 29936, agree as follows:

1. JASPER COUNTY COUNCIL agrees to lease to JRYB, subject to conditions set forth in this agreement and subject to easements and conditions of record, certain property described as follows:

All that certain piece, parcel, or lot of land situated, lying and being in the County of Jasper, South Carolina, described as 7.97 acres in a survey created on August 30, 1999, by Thomas G. Stanley, Jr., and recorded at the Office of the Clerk of Court for Jasper County at Plat Book 24 at Page 87.

Said piece, parcel or lot of land being the same as was conveyed to Jasper County by deed recorded in the Office of the Clerk of Court for Jasper County in Deed Book 121 at Page 176, and described at Tax Map #062-22-1-007 of the Office of the Jasper County Assessor.

2. JRYB agrees to pay rent in the amount of One (\$1.00) Dollar per year.
3. The term of the Lease shall be Five (5) years, commencing upon the date of the execution of this lease document; subject to Jasper County's right to terminate the lease at any time should any of the conditions of the lease which are referenced in this agreement are breached.
4. The above referenced property must be used for youth baseball or other recreational activities sanctioned and approved by JRYB and by Jasper County Parks & Recreation Department throughout the term of the lease.
5. Youth baseball, or any other events held on the property, must be open for participation and viewing to all residents of Jasper County, regardless of race, religion, ethnic origin, or any other protected class. JRYB shall advertise the dates and places for its enrollment at both public and private schools in Jasper County. Nothing herein shall be construed to prohibit JRYB from establishing and enforcing rules for discipline and the orderly conduct of events on the property, provided that the rules are enacted and applied in a non-discriminatory manner.
6. Third Party use other than JRYB will remit payment Fifty (\$50.00) Dollars per field, per use with such proceeds to be shared 50/50 between JRYB and Jasper County.
7. Upon satisfactory completion of the term of this lease, JRYB shall have the option to enter into negotiation for the lease of the property for an additional term and rental amount to be determined by Jasper County.

8. All permanent improvements to the property, including, but not limited to buildings, fences, and other appurtenances, are the property of Jasper County. JRYB may not remove, modify, destroy or relocate any buildings, fences or appurtenances.
9. JRYB must remedy any breach of this agreement within thirty (30) calendar days after notification from Jasper County of any such breach.
10. This lease may not be assigned or subleased without the written permission of Jasper County.

IN WITNESS WHEREOF, the parties have set their hand and seals on this _____ day of February 2023.

JASPER COUNTY

Witness

County Administrator

Witness

JASPER-RIDGELAND YOUTH BASEBALL, INC.

Witness

President

Witness

AGENDA ITEM

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Presentations and Proclamations

AGENDA ITEM

13A

Presentation of a Brief Hospital Update

* * No information provided for the packet * *

AGENDA ITEM

13B

Presentation of an update on the
Jasper County School District

* * No information provided for the packet * *

AGENDA ITEM

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Proclamations:

None

AGENDA ITEM

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Citizen Comments

AGENDA ITEM

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Resolutions: None

AGENDA ITEM

17

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 March 6, 2023

1. **Jasper County Neighbors United (JCNU) - Hardeeville Senior Spring Fling:**
I received notice of this first-time event and a request for County sponsorship. I will be seeking the Council's direction re: desire to sponsor or not and, if so, at what level?
2. **Capital Projects Update:**
 - Farmers' Market Renovation Project
 - Coosawhatchie Fire Station & Coosawhatchie Community Center
 - Pratt Memorial Library Renovation Project
 - Airport Improvements Project
3. **Draft List of Major Decision Points for County Council in the Next Twelve Months:**
Seeking Council direction on workshop(s) to move through a review of items as soon as possible. Draft list follows this report.
4. **Southern Carolina Regional Development Alliance (SCA) Washington, D.C. Trip:**
I will be traveling with the SCA staff to spend some time with our congressional delegation and Federal agency staffers March 7-8. Jasper County needs to be discussed have been summarized in a handout which follows this report.
5. **Levy Volunteer Fire Dept. (LVFD) Consolidation and Merger:**
The LVFD Board of Directors is scheduled to meet in April to act on a resolution authorizing the consolidation and merger. Staff will schedule third reading of your ordinance thereafter.

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

Thanks,

Tedd

On Tue, 21 Feb 2023 06:44:01 -0500, "Ted Moyd" <jcunited@hargray.com> wrote:

Good morning everyone,

JCNU is embarking on our 1st Annual Fundraiser and we are asking for your help with these two affairs. Our seniors are the lifeline and elders of our communities and have given so much of themselves and deserves to be celebrated! So would you please join me in celebrating them by being a sponsor of the event or by purchasing tickets for the seniors to attend this two day event.

Please see email below detailing the event with dates and time for each day. Will you help to make this event a success for them. There's only 120 tickets that will be sold and they will go on sale beginning April 1, 2023. There's about a total of 75 seniors that have a desire to attend and the remaining tickets will be sold to the general public.

The seniors are looking forward to this event and they are excited that someone is finally doing something nice for them at least once a year. JCNU sponsored a cookout last year for the seniors at the Hardeeville Senior Center and this is how this venture was started.

Please, Please, help us by sending in your donations and sponsors request so that we can get your organization's name include on our brochures and banners, etc.

Thanking you in advance for your much need support,

Tedd Moyd

FOR IMMEDIATE PRESS RELEASE

JASPER COUNTY NEIGHBORS UNITED IN ASSOCIATION WITH THE HARDEEVILLE SENIOR CENTER

PRESENT THE 1ST ANNUAL SENIOR SPRING FLING WEEKEND

A TWO DAY EVENT

FRIDAY, MAY5, 2023: SENIOR FUN DAY & GAMES (10:00am until 4:00pm)

Location: Hardeeville Senior Center, 205 Main Street, Hardeeville, SC, 29927

SATURDAY, MAY 6, 2023: SENIOR BLACK TIE RED CARPET BALL

Location: Hardeeville Recreation Center, 285 John Smith Road, Hardeeville, SC, 29927 (4:00pm until 9:00pm)

Tickets for the 2-day event is \$125.00 and include a BBQ/Fish Fry Lunch on Friday along with a DJ and Saturday Senior Ball includes a sit down dinner, a program, live band, a photographer to take pictures and prize giveaways!

To obtain more information on this event you can contact E. Tedd Moyd @ email jcunited@hargray.com or call the Senior Center at 843-784-2838 and someone will be happy to answer any questions that you may have.

The purpose of this fundraiser is to help Jasper County Neighbors United with their Housing Initiatives that the organization offer too low to moderate income residents that resides in Hardeeville and Jasper County. JCNU will also donate a portion of the proceeds to the Hardeeville Senior Center for trips and other ventures that the seniors desire to do.

Jasper County Neighbors United is a 501©3 and has been in business for 24 years and addresses the affordable/attainable housing needs of the low to moderate income residents of Jasper and Beaufort Counties. JCNU offers the following services: Down Payment Assistance, First Time Home Buyers classes, Budget & Financial Literacy, Home Ownership Opportunities, Rental Properties and also serves as a nonprofit developer.

JCNU desire is to hold this annual event to be held the first weekend in May each year and it will continue to benefit both of these organizations and we hope that it grows and get bigger and better each year with more volunteers.

**E. Tedd Moyd
President & CEO
Jasper County Neighbors United
Post Office Box 1131
Hardeeville, SC 29927
843-784-7172 Office
843-227-0162 Cell
843-784-2073 Fax
jcunited@hargray.com (email)
jcneighborsunited.org (website)**

**JASPER COUNTY NEIGHBORS UNITED 1st ANNUAL HARDEEVILLE SENIOR SPRING FLING WEEKEND
MAY 5-8, 2023**

**Jasper County Neighbors United
P O Box 1131
Hardeeville, SC, 29927
jcunited@hargray.com
843-784-7172 or 843-784-2838**

Tax I.D. - 57-1111951

Category:

Sponsorship #1: Purchase Tickets for Seniors @ \$125.00 each

Organization Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Sponsorship #2: Make a Donation to Jasper County Neighbors United (affordable Housing Initiatives): Home repair, rental assistance, emergencies and etc.

Organization: _____

Address: _____

Telephone: _____

Contact Person: _____

Flagship Sponsorship: Name of Organization on All events banners, tickets and materials associated with the event.

Organization: _____

Address: _____

Telephone: _____

Contact Person: _____

Captain of the Fleet: Six (6) Tickets to the event with Reserved Seating for all in the party. Free photos, Recognition at all events and name of organization on all events materials as Leader of the Fleet.

Organization: _____

Address: _____

Telephone: _____

Contact Person: _____

Jasper County Neighbors United is a 501(C) 3 Organization and All donations are Tax-Deductible. For further information about this event and vendors opportunities please contact one of the numbers above.

Thanking you in advance for your much needed SUPPORT!!!

JCNU & Hardeeville Senior Center

DRAFT

Major Decision Points for County Council in the Next Twelve Months

Establish Funding Request Priorities- It is that time of the year again. County staff must inform elected officials at the State and Federal level of the Council's funding requests and pursue grant funding opportunities. Projects on last year's list may need to change, and County staff need to be sure that requests match the County Council's priorities and expectations.

County-wide Impact Fees – A study is concluding which will identify proposed impact fees for emergency medical services, fire, parks & recreation, road improvements, and school infrastructure needs. Council will have to decide if they plan to adopt the fees to be assessed on all new development.

2024 Transportation Sales Tax Projects – Staff has prepared a list of over \$500 million worth of road improvement projects needed over the next twenty (20) years. Council will have to identify and prioritize projects to be included in the 2024 Transportation Sales Tax Referendum.

Levy Volunteer Fire Department (LVFD) - Transition LVFD volunteers to County volunteers. Transition LVFD owned property and equipment to County owned property and equipment. Council will have to ultimately agree on the final transition plan and supporting documents.

Tax Collection Agreement with the Municipalities – Currently, there are no written agreements between the County and the municipalities setting out the terms of how the County is collecting taxes for the municipalities. The County is required to have written agreements with the municipalities. Council will ultimately have to decide the level of service the County will provide in this area and what compensation the County will require to continue this practice.

Capital Improvement Plan for Facilities – The initial, "2023 Capital Improvement and Investment Plan" identifies 11 needed projects totaling \$85.8 million. Council will need to review, add, amend, subtract, and prioritize projects and agree on proposed funding scenario(s) to complete the projects.

Conservation Efforts – There has been much work of late from the conservation community to educate the public about the need to protect our waterways when considering new development proposals. Is it the Council's desire to endorse conservation efforts and/or develop a conservation program or strategy? If so, how so?

Jasper Ocean Terminal (JOT) - Staff will be seeking policy direction from Council on a new strategy now that the previously unsuccessful assignment/assumption effort has concluded and there appears to be no progress.

Exit 3-

Council will need to provide policy direction re: MID participation level, borrowing limits, and bid results.

Solid Waste Issues – Council will need to provide policy direction on potential outsourcing of hauling function, potential early renewal of Solid Waste Disposal Agreement with Waste Management, and the potential renewal of the County's Solid Waste Management Plan.

Ridgeland-Claude Dean Airport- Council will need to adopt another form of lease, provide policy direction to staff re: proposed turf runway, approve amendments to the existing ordinance defining the Jasper County Aeronautics Commission, and provide direction to staff as to how the Council's decisions should be communicated to airport tenants and the local pilot community.

Current County Owned and/or County Maintained Roads within Municipal Boundaries- Currently, there are a number of roads that are either County-owned or County-maintained and located within the municipal boundaries of the City of Hardeeville and the Town of Ridgeland. The County does not need to maintain the maintenance responsibility for those roads yet continues to provide current level maintenance in contrast to a 2016 Attorney General opinion. Council must develop County policy, adopt a policy, and communicate the policy to the municipalities.

Broad River Area Regional Planning Efforts with Neighboring Jurisdictions & Community Stakeholders- Council will need to frame the scope of the planning effort and ultimately approve a budget for this effort. Effort will need to involve intergovernmental agreement(s), identification of stakeholders, and selection of consulting resource(s).

Jasper County 2023

Recent Successes

Hardee Greens Establishes Operations in Jasper County

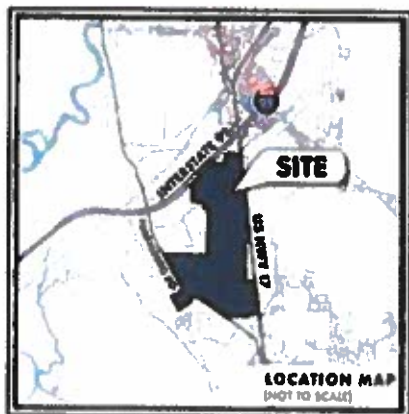
Hardee Greens, LLC, a startup indoor, vertical farm company, announced plans to establish operations in Jasper County. The company's \$1.3 million investment will create 24 new jobs. Established by South Carolina natives, Hardee Greens, LLC will grow fresh green herbs and salad greens.

Hardee Greens
VERTICALLY FARMED IN HARDEEVILLE, SC



Located at 11 Randall Street in Hardeeville, Hardee Greens, LLC's farm in Jasper County is initially expected to produce 10,000 pounds of greens and salads monthly to serve restaurants, schools, and grocery stores in the Beaufort, Bluffton, Hilton Head and Savannah areas. Operations are expected to begin in the first quarter of 2023.

Northpoint Development Acquires 880-acre Site in Hardeeville



Northpoint Development announced the purchase of an 880-acre economic development site in Hardeeville in December 2021. The site will accommodate up to 6M square feet of warehouse and industrial space. Phase I of the project represents \$ 200M in capital investment and will generate more than 550 jobs at full buildout.

The South Atlantic Logistics Terminal site is strategically located along I-95 and I-17 with immediate access to entire Eastern Seaboard, as well as major metro areas including the Piedmont Atlantic MegaRegion (Charlotte, Atlanta) and

NORTHPOINT

the Florida MegaRegion (Tampa, Miami, and

Orlando). The site is 15 minutes from the Port of Savannah.

2023 Jasper County Priorities

▪ **Develop Point South Commerce Center Road Infrastructure**

Point South is at the strategic crossing of I-95 and US Hwy 17. This location provides outstanding North/South access on I-95 and direct 4 lane access to the Port of Charleston. The park was seeded with a 50k sf speculative building purchased by Builders First Source (BFS) creating 126 jobs in a truss manufacturing plant. The success of landing BFS demonstrates the potential for the park. To build on this success, a primary entrance road is necessary for the park to grow. The funding to design the park road has been obtained, with the design complete and currently permitting.

- **Construct the new entrance road: \$3.9M (need funding)**

▪ **Develop connections to Hardeeville wastewater and water systems for Sherwood Industrial site.**

The Hwy 17 Corridor just South of I-95 is poised for rapid industrial development. The publicly owned 550-acre Sherwood Industrial site is the primary recipient of this request. However, the adjacent River Port and other development within the corridor will also directly benefit from these utility upgrades.

The Sherwood site continues to attract interest from large manufacturing projects and is on the verge of generating significant jobs and capital investment for the state and region. The limiting factor is primarily sewer availability at the site, the existing sewer plant has capacity, but the collection system requires new lines.

Similarly, while the water system capacity at the site is good, recent Project requests would place a strain on the system, therefore new line interconnection is necessary. The utility company recently completed an engineering study to identify the best way to serve the rapidly growing industrial area. From the study the immediate needs for Sherwood / Corridor area are:

- **New sewer regional pump station and force main to existing treatment plant: \$11.4M (need funding)**
- **New water mains to Interconnect existing water main around Sherwood: \$2.5M (need funding)**



▪ **Develop sewer infrastructure for the Levy community.**

The Levy Community abuts Hardeeville and has public water through Beaufort Jasper Water & Sewer Authority, but no public sewer services. Residents are claiming that increased development in Hardeeville is causing drainage problems for Levy which is increasing the rate of failing septic systems in the area.

US 17 Corridor Study: The existing 8" force main along Speedway Boulevard is at capacity. Because of this and the planned development along the US 17 corridor, a study was completed to estimate costs to serve the various areas along the US 17 corridor, including the Levy area. From the study, Levy Road would be served by a series of pump stations. The cost estimate to get sewer to the Levy area is \$37M.

- **Extend sewer service to the Levy community: \$37M (need funding)**

• **Expand Opportunity Zone boundaries in Jasper County.**

The Opportunity Zone boundaries work in the southern portion of Jasper County, and the county has had great success with the zone benefits there. However, most of the rest of the county is outside opportunity zone designation - specifically Ridgeland and surrounding areas including Cypress Ridge Business Park and the entire PointSouth Commerce Park area near Yemassee. Jasper County could greatly benefit from expanding the Opportunity Zone boundaries to include more of the county.

- **Jasper Port:** Continue development of infrastructure necessary for completion of the Port of Jasper (Jasper Ocean Terminal).



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 February 6, 2023 - March 6, 2023

1. Washington D.C. trip with Southern Carolina Regional Development Alliance (SCA):
Attended planning meeting in Walterboro on Feb. 7.
2. Coosawhatchie Community Center:
Met with Coosawhatchie residents and Mr. Lucas to discuss community center and fire stations issues in Coosawhatchie. Scheduled to meet with County staff and MB Kahn staff on Feb. 28 to staff out new, combined fire station and community center development project for County Council consideration. Will bring to Council for discussion as soon as it is staffed out.
3. Beaufort/Hampton & Beaufort/Jasper Boundaries Meeting:
Scheduled to meet with SC Revenue and Fiscal Affairs staff and county staffers on March 1 to review existing boundaries.
4. FILOT Billing and GASB 77 Compliance Project:
Received progress update from Parker Poe Consulting staff on Feb. 13.
5. South Carolina Aviation Association (SCAA) Conference:
Attended annual conference in Spartanburg, SC Feb. 14-16.
6. South Carolina Association of Counties (SCAC) Legislative Action Day Conference:
Attended conference on Feb. 22. Reviewed County requests with legislators.
7. Consulting, Lobbying, and Grant Writing Services:
Conferred with Ms. Rath on numerous occasions re: legislative requests and newly introduced legislation.
8. Various Development Projects:
Attended meetings with County staff, SCA staff, and outside counsel on Feb. 8 and March 1 to discuss active economic development projects.

9. Potential Jasper County 250 Committee:

Scheduled to meet on March 2 with interested parties. Will advise if there is sufficient interest in creating a committee. Details follow this report.

10. Exit 3 Project:

Received and reviewed information provided for City of Hardeeville workshop on Feb. 24. Distributed those items to Council and staff via email.

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

SCDNR Heritage Tourism Advisory Board (HTAB) meeting at the Slater Tract on Feb. 9, briefing and tour of Slater Tract for Beaufort County Administrator with SCDNR, Lowcountry Land Trust, and Open Space Institute staff, and Open Space Institute Board meeting at the Slater Tract on March 2.

WE'VE COME A LONG WAY SINCE 1776,
BUT SO MUCH MORE!



1770-1783 | 2020-2033

BE REVOLUTIONARY!

**TELL YOUR COUNTY'S
REVOLUTIONARY ERA STORIES
& SUPPORT HISTORIC TOURISM
INFRASTRUCTURE BY CHAMPIONING
YOUR COUNTY 250 COMMITTEE**

1

MAKE YOUR COUNTY 250 COMMITTEE OFFICIAL BY PASSING A RESOLUTION IN THEIR SUPPORT - ONLY ONE OFFICIAL GROUP PER COUNTY.



2

HELP THE COUNTY 250 GROUP APPLY FOR START UP FUNDING FROM SC250.



3

ASSIST THE COUNTY 250 GROUP AS THEY RESEARCH YOUR COUNTY'S REVOLUTIONARY ERA ASSETS.



4

TOGETHER USE THAT LIST TO BUILD UP YOUR HISTORIC TOURISM INFRASTRUCTURE.



5

CELEBRATE SC'S AND YOUR COUNTY'S ROLE IN THE BIRTHING OF A NEW NATION.



HAPPY 250TH, AMERICA!

SOUTHCAROLINA250.COM | 803-898-3392



Henry McMaster
Governor

Charles B. Baxley
Chairman

March 28, 2022

Jasper County Administrator
Andrew Fulghum
PO Box 1149
Ridgeland, SC 29936-2620

Ref: American Revolution 250th Anniversary County Committees & Grants

Dear Administrator Fulghum:

South Carolina played a major role in the birthing of America 250 years ago. The South Carolina American Revolution Sestercentennial Commission (SC250) invites your county to join us in celebrating the Revolutionary Era (1770-1783 | 2020-2033).

The Commission encourages each county to create its own County 250 Committee to help celebrate the people, places, principles, and events from your community. SC250's goals are to discover our stories, document the Revolution's impacts on all peoples, help local communities put in place cultural heritage tourism assets, provide destinations, and tell our stories long after the 250th Anniversaries are history.

Grant Money

To help get your County Committee started, we have just launched the County 250 Organizing Grants. These non-competitive grants offer \$3,000 per county to aid in creating an "official" County 250 Committee and kick-starting their activities. Plus, eight more grant programs are yet to come, covering everything from County Asset Assessment & Tourism Planning to Site Acquisition to Museum Style Panels.

Forming An Official County 250 Committee

Some of these grants including the County 250 Organizing Grants will require the applicant to be the "official" County 250 Committee. Reach out to SC250 to get this process started, especially as some groups have already started forming and we would like to have only one official Committee per county. After reaching out to us, the next steps include County Council passing a resolution and creating a committee contact list. Samples of both are available at SouthCarolina250.com/Local-County-250-Committee. We have also enclosed a sample resolution with this letter. Please note that on the application the County can be the fiscal agent managing the funds for the Committee.

We also anticipate that you will begin getting questions as publicity goes out about the new grant. Please share information with your council and staff, especially once you have a primary contact for your committee.

South Carolina American Revolution Sestercentennial Commission
8301 Parklane Rd, Columbia, SC 29223 • SouthCarolina250.com • (803) 898-3392

Leaving a Legacy: More Than Just Fireworks

Don't get us wrong, there will be fireworks on July 4, 2026! However, we see SC250 and the County 250 Committees' roles as far greater. Help us leave a legacy to our state that lives far beyond one holiday. We have chosen the celebration years of 2020-2033 to commemorate the many 250th Anniversaries - from the nonviolent boycotts and tax preludes to the Revolutionary War through the Peace Treaty of Paris that officially ended the war.

Tourism & Economic Development

Did you know that the first official bloodshed of the American Revolution outside of New England happened at Ninety Six, SC in 1775? Later the longest siege of the entire war would also happen at that same fort.

This small town in Greenwood County has a population of just under 2,000 at the last census. The National Park at Ninety Six, however, saw almost 100,000 visitors with over \$5.7 million in economic impact for the community during 2020! Cultural Heritage and Historic Tourism is real and has an economic impact not just on larger cities but on smaller, rural communities as well.

The Tourists Are Coming! We have to Capitalize on this Big Opportunity.

SC250 sees these anniversary years as Revolutionary opportunities to lay the groundwork for ongoing tourism, especially in the counties that need economic opportunities. The national and international publicity of the 250th Anniversaries will drive tourists to South Carolina. We must be ready to greet them, meet their needs, and well-tell our stories. Let's combine SC's secret sauce of genuine Southern hospitality with beautiful, often unspoiled sites of historic significance.

With the help of our statutory partners SC PRT, SC Archives & History, and the SC Battleground Preservation Trust (SCBPT) we will have an even further reach. SCBPT with the American Battlefield Trust has created The Liberty Trail here in SC, electronically and interpretively connecting our major SC American Revolution assets all over South Carolina.

Telling Our Story: Southern Patriots Helped Turn The Tide of The War

In January of 1781, there was talk about American surrender and mutiny in Washington's camp. The Battle of Cowpens in SC reframed the American outlook. South Carolina had over 400 documented battles, skirmishes, and murders during the Revolutionary Era. SC250 seeks to spark pride in South Carolinians for the many stories of how our state was instrumental in the founding of our nation and to share those stories with tourists and neighbors alike.

More Than Just Battlefields & Patriots

We are encouraging County 250 Committees to look beyond the battlefields and find the stories of the traditionally disenfranchised: Native Americans, African Americans, women, and children. The state was also split between Patriots and Loyalists. All of their stories need to be told.

The Big Picture: Life, Liberty, and the Pursuit of Happiness

We have challenges before us, but just like our forefathers and mothers, we want safety and security for our families, opportunities to better ourselves, and the American Dream of "life, liberty, and the pursuit of happiness." Each community in your county has a Revolutionary story to tell. Help us help you tell those.

We would be glad to meet with you and your interested citizens. Feel free to reach out at info@SouthCarolina250.com or call 803-898-3392 with any questions.

Very truly yours,

SC American Revolution Sescentennial Commission


Charles B. Baxley, Chairman

Resolution of _____ County
Supporting the South Carolina American Revolution
Sestercentennial Commission
and
Recognizing and Approving of the
_____ County 250 Committee

Whereas South Carolina created the South Carolina American Revolution Sestercentennial Commission (250th Anniversary Commission also known as SC250);

Whereas the mission of the SC250 Commission is to celebrate and promote South Carolina's role in the American Revolution by educating, engaging, and inspiring South Carolinians and visitors;

Whereas the SC250 Commission is seeking partnerships with counties and municipalities to further its mission;

Whereas this partnership will be formed by creating a local committee called the _____ County 250 Committee.

Whereas the _____ County 250 Committee will focus on important events, people, and places during the Revolutionary Era within _____ County to promote, observe and celebrate _____ County's role in the American Revolution by educating, engaging, and inspiring South Carolinians and visitors; and

Whereas local projects (i.e. creating visitable historical sites to attract tourists, supporting celebrations, restoring local historical markers, rebuilding local historical infrastructure, etc.) will enhance historical tourism opportunities

Now, therefore be it

RESOLVED, that _____ County Council:

1. Hereby recognizes the _____ County 250 Committee as its official committee.
2. Will partner with the South Carolina American Revolution Sestercentennial Commission (SC250).
3. Will support initiatives of the SC250 Commission; and
4. Will support the _____ County 250 Committee in its local efforts to educate, engage, and inspire South Carolinians and our visitors, thereby enhancing historical tourism opportunities in _____ County.



BE REVOLUTIONARY!

1770-1783 | 2020-2033

**YES, THERE WILL BE FIREWORKS,
BUT SO MUCH MORE!**

YOUR COUNTY 250 COMMITTEE CAN: TELL YOUR COUNTY'S REVOLUTIONARY ERA STORIES & SUPPORT HISTORIC TOURISM INFRASTRUCTURE



Step 1) Make your County 250 Committee official by passing a resolution in support of [County Name] County 250 Committee (see sample resolution at SouthCarolina250.com/local-county-250-committee/).

Best Practices:

- Decide if the county or another agency or non-profit will be "the bank" for the committee. (Please note for SC250 grants Local Governments may designate third-party recipients like non-profit organizations to receive grant money.)
- As the County 250 Committee gathers stakeholders, encourage them to be intentional about inclusion - representing all members of your community.
- Also, encourage the Committee to not just recruit local historians but people from other sectors, too (teachers, tourism/marketing gurus, artists, etc.).



Step 2) Apply for start up funding. All officially recognized County 250 Committees are eligible for a non-competitive \$3000 grant meant to support initial organizational and planning expenses.

Best Practices:

- Learn more and apply at SouthCarolina250.com/County250OrganizingGrants/
- Beyond this organizing grant, six more grant programs are coming soon and will help with everything from museum style panels to site acquisition.



Step 3) Research your Revolutionary Era assets and plan for tourists.

Best Practices:

- There will be an SC250 Grant to assist counties with this study!
- Celebrate your county's specific people, places, principles, and events.



Turning the Tide of the War: SC has over 400+ documented battles, skirmishes, and bloodshed associated with the American Revolution in South Carolina - demonstrating the importance of Southern Campaigns to the founding of our country.



History Means Business: Ninety Six, SC (home to a little under 2000 people) saw over 95,000 visitors at the American Revolution National Park site during 2020. The Liberty Trail (SC Battleground Preservation Trust & American Battlefield Trust) will connect sites such as this one and many more.

For More Info Visit SouthCarolina250.com or Call 803-898-3392.

AGENDA ITEM

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Consent Agenda Items

AGENDA ITEM

18

Consent Agenda Item



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 Appointment of Jasper County Accommodations Tax Advisory Committee

Meeting Date:	March 6, 2023
Subject:	Presentation of the slate of volunteers who have agreed to participate in the accommodations tax disbursement process has a member of the Jasper County Accommodations Tax Advisory Committee.
Recommendation:	Staff recommends that the Council accept the slate of volunteers to serve as members of the Jasper County Accommodations Tax Advisory Committee for the FY 23 – 24.

Description: The following is from the South Carolina Cod of Laws Title 6- Local Government—Provisions Applicable to Special Purpose Districts and Other Political Subdivisions.

SECTION 6-4-25. Advisory Committee; guidelines for expenditures; annual reports; reports to Accommodations Tax Oversight Committee.

(A) A municipality or county receiving more than fifty thousand dollars in revenue from the accommodations tax in county areas collecting more than fifty thousand dollars shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the accommodations tax. The advisory committee consists of seven members with a majority being selected from the hospitality industry of the municipality or county receiving the revenue. At least two of the hospitality industry members must be from the lodging industry where applicable. One member shall represent the cultural organizations of the municipality or county receiving the revenue. For county advisory committees, members shall represent the geographic area where the majority of the revenue is derived. However, if a county which receives more in distributions of accommodations taxes than it collects in accommodations taxes, the membership of its advisory committee must be representative of all areas of the county with a majority of the membership coming from no one area.

(B) A municipality or county and its advisory committee shall adopt guidelines to fit the needs and time schedules of the area. The guidelines must include the requirements for applications for funds from the special fund used for tourism-related expenditures. A recipient's application must be reviewed by an advisory committee before it receives funds from a county or municipality.

(C) Advisory committees shall submit written recommendations to a municipality or county at least once annually. The recommendations must be considered by the municipality or county in conjunction with the requirements of this chapter.

The list of volunteers who have agreed to serve on the Jasper County Accommodations Tax Advisory Committee for Fiscal Year 23-24 are as follows:

Name	Business and Location
William "Bill" Olendorf	Point South KOA Campground, Yemassee, SC
Chetan Patel	Red Roof Inn, Yemassee, SC
Kendall Malphrus	Jasper County Chamber of Commerce, Ridgeland, SC
Matt Staum	Tailgaters Bar & Grill, Hardeeville, SC
Claude Dinkins	Point South Partners, Ridgeland, SC
Mauricio Llambias	Goal Soccer, LLC, Ridgeland, SC
JoAnne Feely	Pistol Jo's Cherry Point BBQ, Ridgeland, SC

Recommendation: Staff recommends that the Council accept the slate of volunteers to serve as members of the Jasper County Accommodations Tax Advisory Committee for the FY 23-24.

AGENDA ITEM

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Consent Agenda Item



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, CGFO
Director, Administrative Services Division
kburgessr@jaspercountysc.gov

Jasper County Council Woods Dendy Architects, LLC Agreement Between Owner and Architect, Construct Manager as Constructor

Meeting Date:	March 6, 2023
Subject:	Presentation of Agreement between Woods Dendy Architects, LLC (Architect) and Jasper County (Owner) for services related to the Pratt Memorial Library Renovations and Additions, acceptance of staff recommended agreement and authorization to allow the County Administrator to execute the agreement.
Recommendation:	Accept Agreement between Woods Dendy Architects, LLC (Architect) and Jasper County (Owner) for services related to the Pratt Memorial Library Renovations and Additions and authorize the County Administrator to execute the agreement.
Submitted for:	Acceptance of Agreement between Woods Dendy Architects, LLC (Architect) and Jasper County (Owner) for services related to the Pratt Memorial Library Renovations and Additions with a stipulated total amount of \$143,500 (One Hundred Forty-Three Thousand Five Hundred Dollars) and authorization to allow the County Administrator to execute the agreement.

Description: The Jasper County Council approved Work Authorization No. 003 from M. B. Kahn Construction Co., Inc. for renovations and additions to the Pratt Memorial Library on January 17, 2023. The next step in the renovation and construction process is to enter into an agreement with Woods Dendy Architects, LLC for services related to the renovation and additions to the Pratt Memorial Library. The agreement presented as been reviewed and agreed upon by M. B. Kahn Construction Co., Inc., the Jasper County Attorney, David Tedder, and Grady Woods, Owner/Principal of Woods Dendy Architects, LLC. The stipulated total amount of the contract is \$143,500.

Recommendation: Staff recommends that the Council accept the agreement between Woods Dendy Architects, LLC (Architect) and Jasper County (Owner) for services related to the Pratt Memorial Library Renovations and Additions with a stipulated total amount of \$143,500 (One Hundred Forty-Three Thousand and Five Hundred Dollars) and authorize the County Administrator to execute the agreement.

Attachments:

Agreement Between Owner and Architect, Construct Manager as Constructor

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 07 day of March in the year 2023
(In words, indicate day, month and year.)
Ridgeland, South Carolina 29936

(Paragraphs deleted)
and the Architect:
(Name, legal status, address, and other information)

Woods Dendy Architects, LLC
893 Grays Highway
Ridgeland, South Carolina 29936

for the following Project:
(Name, location, and detailed description)

Pratt Memorial Library Renovations and Additions
451 E. Wilson St.
Ridgeland, South Carolina 29936

The Construction Manager (if known):
(Name, legal status, address, and other information)

M. B. Kahn Construction Co., Inc.
101 Flintlake Road, Columbia, SC 29223
P.O. Box 1179, Columbia, SC 29202
Phone: 803-736-2950

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Interior demolition of existing building and new construction including new roof, windows, stucco, HVAC, plumbing, structural modifications, re-development of entry courtyard, storm drainage at parking area, re-development of rear entry facing park including new sidewalks, landscaping and entrance to building.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Work to be completed on the existing Pratt Memorial Library property located at 451 E. Wilson St., Ridgeland, SC 29936.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$3,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design Documents – 30 days after executed contract.
Design Development Documents – 45 days after approval of Schematic Design Documents.
Construction Documents – 60 days after approval of Design Development Documents.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Andrew W. Fulghum, County Administrator
Jasper County
358 3rd Avenue, Suite 306-A

Ridgeland, SC 29936

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

M. B. Kahn Construction Co., Inc.
101 Flintlake Road
Columbia, SC 29223
803-736-2950

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

M. B. Kahn Construction Co., Inc.

.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

TBD

.4 Civil Engineer:

Blackwater Civil Engineering
792 Williams Road
Ruffin, SC 29475

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

Grady L. Woods, AIA
Woods Dendy Architects, LLC
893 Grays Highway
Ridgeland, SC 29936

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Tony Austin, PE
Southern Consulting & Engineering, Inc.
North Charleston, SC

.2 Mechanical Engineer:

Tony Duttera, PE
Beekman Point Engineering
Beaufort, SC

.3 Electrical Engineer:

Tony Duttera, PE
Beekman Point Engineering
Beaufort, SC

§ 1.1.12.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.13 Other Initial Information on which the Agreement is based:

Based on the Conceptual Plan received on 9/29/2022.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA

Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Owner shall have the right to request replacement of the Architect's representative if, in its opinion, the terms of the Contract are not being fulfilled. The Architect shall not change the designated representative without the Owner's written consent, which shall not be unreasonably withheld.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an

additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. Services not set forth in this Article 3 are Supplemental or Additional Services, except for those Basic Services listed I Article 4.1.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

3.1.9 The Architect will provide periodic updates to the Owner monthly or as requested by the Owner.

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§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. "Owner's Approval" means an exchange or written communication between the Owner and the Architect confirming the preliminary design has been approved by the Owner and that the Architect should proceed to Article 3.3.5.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase. "Owner's Approval" means an exchange or written

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communication between the Owner and the Architect confirming the preliminary design has been approved by the Owner and that the Architect should proceed.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. "Owner's Approval" means an exchange or written communication between the Owner and the Architect confirming the preliminary design has been approved by the Owner and that the Architect should proceed.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. "Owner's Approval" means an exchange or written communication between the Owner and the Architect confirming the design development documents have been approved by the Owner and that the Architect should proceed.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. "Owner's authorization of any adjustments in the Project requirements and the budget" means an exchange of written communication between the Owner and Architect confirming the adjustment(s) with specificity.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. "Owner's Approval" means an exchange or written communication between the Owner and the Architect confirming the Construction Documents have been approved by the Owner and that the Architect should proceed.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect must advise the Owner's Representative of and, unless directed otherwise after consulting with the Owner, has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response or mutually agreed upon extension of time to respond to such requests shall be made in writing within two (2) business days or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and

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decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in

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writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected. Inspections of Work specified by a Consultant shall be inspected by that Consultant or another licensed individual approved in writing by the Owner.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect and the Architect's Consultants shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Not Provided
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Architect (In Basic Services)
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Architect (In Basic Services)
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect (In Basic Services)
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Architect (In Basic Services)
§ 4.1.1.16 As-designed record drawings	Architect (In Basic Services)
§ 4.1.1.17 As-constructed record drawings	Architect (In Basic Services)
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Architect (In Supplemental Services)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

To be determined, if required.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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(Paragraph deleted)

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- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Architect can consult with the Owner in advance of providing such services, Architect shall do so and act only upon appropriate instructions from the Owner to process under a mutual agreement on the scope and compensation for such services. If the Owner subsequently determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services.. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

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- .1 Deleted
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .Deleted
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Deleted

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 One (1) visits to the site by the Architect, Consultant or Engineer per week during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs,

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overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development or Construction Documents Phases, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development or Construction Document Phases exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Final Bid Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Document Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Final Bid Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 If allowed by the relevant insurance policy, to the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as provided in Article 8.2.2.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

8.2.5 Architect and the Architect's consultants agree to be joined with every other party deemed necessary by the Owner for a full and proper examination, settlement or judgement of each dispute, claim, contract controversy, or civil action, whether in mediation, proceedings under the Owner's procurement code, or any court of competent jurisdiction. This paragraph is procedural only, and such joinder does not affect Architect's substantive legal position with regard to any other party.

§ 8.3 Arbitration Section deleted in its entirety

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If, without good faith justification explained in writing to the Architect and only to the extent of a bona fide disputed portion of payment for which no alternative arrangements to secure the disputed portion have been made, the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. The Architect and Architect's consultants and Owner waive damages for claims, disputes or other matters in question arising out of or relating to this Agreement, as follows: damages incurred for principal office expenses and overhead (including, but not limited to, the compensation of personnel stationed there, rent, utilities, and office equipment), for losses of financing, business and reputation, for loss of profit other than anticipated profits arising directly from the Work, and for attorney's fees, insurance, and interest (excluding post-judgment).

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of South Carolina.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- 1 Stipulated Sum - \$143,500.00 (One Hundred Forty Three Thousand Five Hundred Dollars). This is broken down into the following categories:

Architectural -	\$98,000.00
Structural -	\$7,500.00
Mechanical, Electrical & Plumbing -	\$32,000.00
Civil -	\$3,500.00
Sign Design -	\$2,500.00

- 2 Percentage Basis
(Insert percentage value)

N/A ()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- 3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be determined in writing prior to provision of Supplemental Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be determined in writing prior to provision of Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase 30 days	\$26,625.00	percent ()
Design Development Phase 45 days	\$41,250.00	percent ()
Construction Documents Phase 60 days	\$48,125.00	percent ()
GMP Development Phase	\$4,125.00	percent ()
Construction Administration Phase	\$23,375.00		
Total Basic Compensation	\$143,500.00	()

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principle Architect	\$200.00/hr
Project Manager	\$145.00/hr
Architectural Designer	\$115.00/hr
Clerical/Administration	\$65.00/hr

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; excluding travel to and from Jasper County, SC;
- .2 Dedicated data and communication services, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents, if requested by the Owner;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials, requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.
(Insert rate of monthly or annual interest agreed upon.)

Zero % 0

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Architect shall visit the site prior to one (1) year after Substantial Completion to perform one (1) year post occupancy review for the purpose of reviewing issues that may need to be addressed by the Contractor prior to the expiration of the construction and/or product/equipment warranties and report findings of said review to the Owner. Review shall be performed jointly with Construction Manager.

12.2 After Substantial Completion, the Architect shall remain available to consult with the Owner as to all claims of defects and/or deficiencies on the site as to Architect's responsibilities herein, and shall assist the Owner in assigning responsibility for correction of said deficiencies/defects.

12.3 Drawings, specifications and other documents prepared by the Architect shall be prepared in accordance with and shall meet, reflect and incorporate applicable officially promulgated and published laws, building codes, rules and regulations.

12.4 Architect's services, Instruments of Service, and work product are intended for the sole use and benefit of the Owner and are not intended to create any third-party rights or benefits or for any use by any other person or entity or for any other purpose.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Conceptual Plans

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

None

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Andrew Fulghum, County Administrator
Jasper County
Ridgeland, SC 29936

(Printed name and title)

ARCHITECT *(Signature)*

Grady L. Woods, AIA, NCARB
Woods Dendy Architects, LLC
893 Grays Highway
Ridgeland, SC 29936

(Printed name, title, and license number, if required)

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User Notes:

(1345415238)

AGENDA ITEM

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Consent Agenda Item



Jasper County Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Simmons
Clerk to County Council
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Jasper County Council Staff Report

Meeting Date:	03.06.2023
Project:	Proposed meeting start time changes to the 2023 County Council Meeting Calendar
Request:	For Council to approve the time changes to the 2023 County Council Meeting Calendar
Recommendation:	Staff recommends approval

Description:

Please see the attached revised 2023 County Council Meeting Calendar that is being submitted for your approval.

The following changes to the Council approved calendar (which was approved on 01.03.2023) are as follows:

- The Executive Session start time will be **5:30PM** for Council Meetings.
- The Regular Meeting Session start time has been changed from **6:00PM** to **6:30PM** for all meetings.

Recommendation: Staff recommends approval to amend the 2023 County Council Meeting Calendar for the time changes as noted above.

DUE TO THE COVID-19 CONSIDERATIONS, ALL IN-PERSON COUNCIL MEETINGS MAY BE REPLACED WITH EITHER ELECTRONIC OR HYBRID ELECTRONIC/PHYSICAL MEETINGS, INCLUDING MEETINGS SHOWING BELOW FOR OTHER LOCATIONS.

Watch Live via YouTube at:

https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

2023 County Council Meeting Schedule

THE JASPER COUNTY COUNCIL MEETS ON THE FIRST MONDAY OF EACH MONTH AND THE THIRD MONDAY OF EACH MONTH FOR EXECUTIVE SESSION AT 5:30PM AND AT **6:30PM** FOR THE REGULAR COUNTY COUNCIL MEETING SESSION. IF THE FIRST OR THIRD MONDAY FALLS ON A HOLIDAY, THE COUNCIL WILL MEET ON TUESDAY OF THAT WEEK.

Regular Session Council Meeting Date and Time Schedule

- JANUARY 3, 2023 - 6:30PM (Tuesday)
- JANUARY 17, 2023 - 6:30PM (Tuesday)
- FEBRUARY 6, 2023 - 6:30PM
- FEBRUARY 21, 2023 - 6:30PM (Tuesday)
- MARCH 6, 2023 - 6:30PM
- MARCH 20, 2023 - 6:30PM
- APRIL 3, 2023 - 6:30PM
- APRIL 17, 2023 - 6:30PM
- MAY 1, 2023 - 6:30PM
- MAY 15, 2023 - 6:30PM
- JUNE 5, 2023 - 6:30PM
- JULY 17, 2023 - 6:30PM
- AUGUST 21, 2023 - 6:30PM
- SEPTEMBER 5, 2023 - 6:30PM (Tuesday)
- SEPTEMBER 18, 2023 - 6:30PM
- OCTOBER 2, 2023 - 6:30PM
- OCTOBER 16, 2023 - 6:30PM
- NOVEMBER 6, 2023 - 6:30PM
- NOVEMBER 20, 2023 - 6:30PM
- DECEMBER 4, 2023 - 6:30PM

DATES AND TIMES ARE SUBJECT TO CHANGE

SPECIAL MEETINGS CAN BE CALLED WITH 24 HOURS PUBLIC NOTICE

FOR ADDITIONAL INFORMATION CONTACT: 843-717-3696

EQUAL OPPORTUNITY EMPLOYER - SPECIAL ACCOMODATIONS AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES

AGENDA ITEM

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Consent Agenda Item

Old Business - NONE

AGENDA ITEM

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Councilmember Comments
