

AGENDA

ITEM # 15

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 May 15, 2023

1. Jasper County Detention Center:

The County has received an inspection report from the South Carolina Dept. of Corrections (SCDOC) for an inspection the SCDOC conducted on October 26, 2022. The report notes many violations of the Minimum Standards Act for Local Detention Facilities in South Carolina. Staff members are preparing a corrective action response and will share that with the County Council as soon as it is completed.

2. Regional Planning Grant with Lowcountry Council of Governments (LCOG):

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

This year, Colleton County will serve as the lead applicant; however, LCOG requires grant certifications to be executed by all four counties. This in no way affects Jasper County's grant thresholds for pursuing our own projects.

I have executed the grant assurances as well as the intergovernmental agreement for this grant.

3. Jasper County's Equal Employment Opportunity Plan:

Last month, I mentioned the need to develop a new plan. After discussions with our Human Resources Director and staff from LCOG, I solicited a quote from LCOG to complete this item for the County. LCOG's proposal follows this report and staff has included sufficient funding in the draft, FY 23-24 Budget to hire LCOG to develop the plan.

4. County Council Workshop – Ridgeland-Claude Dean Airport:

At the meeting, I am hopeful that staff can obtain possible dates and times that suit the County Council for this needed, virtual workshop.

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



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April 19th, 2023

Andrew Flughum
County Administrator
Jasper County
P.O. Box 1149
Ridgeland, SC 29936

Dear Mr. Flughum,

Thank you for the opportunity for the Planning Department of the Lowcountry Council of Governments to submit a proposal to prepare a new Equal Employment Opportunity Plan for Jasper County, South Carolina. The EEO Plan is a comprehensive document that analyzes the county government's workforce in comparison to relevant labor market data and all employment practices to determine the impact on the diversity of the county government. The EEO Plan ensures that Jasper County is providing equal employment opportunities to men and women regardless of sex, race, or national origin in its employment practices, program operations, and service delivery systems. The EEO Plan allows the county to identify workforce disparities that are specific to individual departments. Consequently, the county may be required to undertake corrective actions that are also department-specific in an effort to fulfill the overall objective of achieving staff diversity pursuant to the Jasper County's EEO Plan.

Scope of Work

- **Introduction**
 - Provide basic information about the Jasper County government
 - Overall mission and policy.
 - Various departments and management personnel (i.e. recruitment, employment, promotion, and employee benefits).
 - Management operations (on-going departmental efforts, progress in meeting EEO objectives, and the current status of departmental EEO efforts).
- **Workforce Analysis**
 - Provide information on Jasper County's current workforce broken down by race, ethnicity, gender, and job classification.
- **Community Labor Statistics (CLS)**
 - Provide a statistical summary of the labor market in Jasper County broken down by race, ethnicity, gender, and job classification as needed.
- **Utilization Analysis**

Lowcountry Council of Governments

PO Box 98|634 Campground Road
Yemassee, South Carolina 29945

Main: 843.473.3990 Planning: 843.473.3958 Fax: 843.726.5165

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- Compare the county's current workforce with the CLS to help determine if there is under-utilization in the county government and in what department(s).
- Interpret the utilization analysis, determining factors responsible for under-utilization (i.e., recruitment procedures, application, termination, and promotion), if any.
- **Objectives**
 - Reiterate and advance the county's commitment to equal employment opportunity and diversity, equity, and inclusion.
 - Set forth equal employment policy objectives based on the results of the utilization analysis. Objectives should be reasonably attainable and based on a realistic timetable.
- **Steps to Achieve Objectives**
 - Set forth the steps to meet the objectives and to address any inequalities.
- **Dissemination**
 - Describe what efforts the county will take to disseminate the EEO plan to all personnel within the county.

Deliverables:

- Equal Opportunity Employment Plan document – One digital copy in Microsoft Word format and PDF format.

Timing: The work will be completed in approximately six months from Notice to Proceed.

Fees: Not to exceed \$15,000, payable upon completion.

If you have any questions or need more information, please let me know.

Thank you.

Stephanie Rossi

Stephanie Rossi
Planning Director



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Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Progress Report May 2, 2023 – May 15, 2023

1. **Broad River Task Force/Conservation Efforts:**
Two meetings with staff to discuss growth management strategy and proposed ordinance.
2. **2023 Employee Performance Evaluations:**
Conducted evaluations of some direct reports on May 4 and scheduled to conduct additional evaluations on May 15 and May 18.
3. **Various Development Projects:**
Scheduled to attend a meeting with County staff, SCA staff, and outside counsel on May 10 to discuss active economic development projects.
4. **Ridgeland-Claude Dean Airport:**
Two meetings with staff to prepare for future County Council workshop.
5. **International City/County Management Association (ICMA) Conference:**
Attended regional conference in Louisville, KY May 10-12.
6. **Other Meetings/Events Attended or Scheduled to Attend:**
Called special County Council meeting and workshop re: Exit 3 on May 5 and meeting with staff leadership at BJWSA on May 8.

AGENDA

ITEM #'s

16-25

Consent Agenda Items

AGENDA

ITEM #16

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2023-07

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend Chapter 6 of the County Code of Ordinances (Buildings and Building Regulations) to Update References, Fees and Matters Related Thereto.

WHEREAS, Jasper County Council recognizes the need to adopt technical building codes, building permit fees, demolition rates, and house/building moving rates for regulation of construction within the unincorporated boundaries of the County that are consistent with regulations as passed and amended by the State of South Carolina; and

WHEREAS, Jasper County Council recognizes the public health, safety and welfare will be served by updating certain codes heretofore adopted by Council; and

WHEREAS, County Council, upon review and recommendation of its administrative staff has determined that these and related matters should be updated to include more recent references, clarified procedures and updated fee schedules;

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

Section 1. The Jasper County Code of Ordinances, Chapter 6, Article II, **TECHNICAL CODES**, is amended by:

- a) Amending Division 2, **Codes Adopted**, by deleting the current Section 6-51 (b) and inserting new Section 6-51(b) as set forth in the attached Exhibit "A", and correcting subsection 6-51(d) by changing the name of the department referenced to the "Jasper County Building Services Department", rather than "Jasper County Development Services Department";

- b) Amending Division 3, **Permits, Inspections and Fees**, Section 6-61 by deleting the second and third sentences of Section 6-61, so that the first paragraph shall read “Construction documents and civil documents shall accompany all permit applications and shall contain all information required by the relevant code(s) and ordinances.”
- c) Amending Section 6-64, **Permit required; Posting of permit card** by replacing the second sentence to read: “Work requiring a permit shall not commence until the permit holder, or his/her agent, has posted the building permit card in a location on the premises visible in plain sight from the adjacent right of way or access drive.
- d) Amending Section 6-73, **Inspection only fees**, by changing the inspection fee to \$50.00;
- e) Amending Section 6-74, **Reinspection fees**, by changing the re-inspection fees to \$50.00 for the First re-inspection fee; to \$100.00 for the Second re-inspection fee for the same violation; to \$150.00 for the Third re-inspection fee for the same violation; and for each subsequent re-inspection thereafter for the same violation, the fee shall continue to increase in \$50.00 increments.
- f) Amending Section 6-79, **Plans review fees**, subsection (2), by changing the fee to \$125.00.
- g) Amending Section 6-81 **Moving permits**, by changing the fee to \$150.00 and deleting the last sentence in the first paragraph.
- h) Amending Section 6-82, **Demolition Permits**, to read as follows:

For the demolition of any residential structure, the fee shall be \$100.00
For the demolition of any commercial or multi-family structure, the fee shall be \$200.00

All permit holders are responsible for obtaining proper approval(s) from DHEC/state agencies regarding the demolition and disposal of demolished building or structure.
- i) Amending Section 6-85, **Building permit fees**, by deleting the existing fee schedule and substituting the new fee schedule attached as Exhibit “B”.
- j) Amending Section 6-93, **Construction trailers and shipping containers**, by changing the fee to \$100.
- k) Adding a new Section 6-96, **Manufactured Housing fee**, reading as follows:

The fee for a manufactured housing permit shall be \$200.00. This fee is in addition to zoning permit fees.

- l) Amending Section 6-98, **Temporary use permits and fees**, by changing the fee to \$150.

Section 2. Delete Article III, **Manufactured/Mobile Home Provisions**, Sections 6-131 through 6-133, as these provisions can be found in Article 12:9 of Appendix A (Zoning Ordinance) of the Jasper County Code of Ordinances

Section 3. Severability.

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

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

ATTEST:

L. Martin Sauls IV
Chairman

Wanda Simmons
Clerk to Council

ORDINANCE: O-2023-07
First Reading: April 21, 2023
Second Reading: _____
Public Hearing: April 17, 2023
Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

April 24

Exhibit A
Section 6-51(b)

(b) The regulations of the following standards codes recommended and published in book form and hereby adopted as the regulations governing the construction of buildings and other structures in the county with effective dates established by the South Carolina Building Code Council; and it shall be unlawful to erect or construct any building or structure in the county in violation of, or without complying with, these regulations:

(1) National Electrical Code, 2020 Edition with South Carolina Building Code modifications.

(2) International Building Code, 2021 Edition published by the International Code Council, Inc., with South Carolina Building Code modifications and Appendix H; provided however, that Section 105.2(9) is to include "Prefab pools that are 4 foot or greater in height."

(3) International Plumbing Code, 2021 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(4) International Mechanical Code, 2021, Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(5) International Fire Code, 2021 Edition with South Carolina Building Code modifications.

(6) International Fuel Gas Code, 2021 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(7) International Residential Code, 2021 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications and Appendices; provided however, that Section 105.2(7) is to include "Prefab pools that are 4 foot or greater in height."

(8) International Energy Conservation Code, 2009 Edition with South Carolina Building Code modifications.

(9) International Property Maintenance Code, 2021 Edition.

(10) ICC/ANSI A11 7.1 Accessible and Usable Buildings and Facilities Code, 2017 Edition with South Carolina Building Code modifications, and

(11) International Existing Building Code, 2021 Edition.

(12) International Swimming Pool and Spa Code, 2018 Edition.

Exhibit B
Fee Schedule

Total Valuation	Residential Building Permit Fee
\$0 - \$2,000.00*	\$69.00
\$2,001.00 - \$40,000.00	\$69.00 for the first \$2,000.00, plus \$11.00 for each \$1,000.00 or fraction thereof, to and including \$40,000.00
\$40,001.00 - \$100,000.00	\$487.00 for the first \$40,000.00, plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$1,027.00 for the first \$100,000.00, plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 - 1,000,000.00	\$3,827.00 for the first \$500,000.00, plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 - \$5,000,000.00	\$7,327.00 for the first \$1,000,000.00, plus \$3.00 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00
\$5,000,001.00 and over	\$20,327.00 for the first \$5,000,000.00, plus \$1.00 for each additional \$1,000.00 or fraction thereof
Commercial Building Permit Fees shall be 150% of the Residential Rate	

Sec. 6-51. Technical codes adopted by reference.

- (a) The following codes promulgated by the International Code Council, as adopted and amended by the state's department of labor, licensing, and regulation, which must be mandatorily adopted by the county, shall constitute and become an ordinance of the county, and are hereby adopted as fully as though set out at length herein, excluding the appendices and including Chapter One, except as further provided herein. Provided, however, that the provisions of the codes which concern the qualification, removal, dismissal, duties, and responsibilities of all building officials, deputy building officials, chief inspectors, and other inspectors and assistants are not adopted herein.
- (b) **The regulations of the following standards codes recommended and published in book form and hereby adopted as the regulations governing the construction of buildings and other structures in the county with effective dates established by the South Carolina Building Code Council; and it shall be unlawful to erect or construct any building or structure in the county in violation of, or without complying with, these regulations:**
- (c)
- (1) National Electrical Code, 2020 Edition with South Carolina Building Code modifications.
- (2) International Building Code, 2021 Edition published by the International Code Council, Inc., with South Carolina Building Code modifications and Appendix H; provided however, that Section 105.2(9) is to include "Prefab pools that are 4 foot or greater in height."
- (3) International Plumbing Code, 2021 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.
- (4) International Mechanical Code, 2021, Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.
- (5) International Fire Code, 2021 Edition with South Carolina Building Code modifications.
- (6) International Fuel Gas Code, 2021 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.
- (7) International Residential Code, 2021 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications and Appendices; provided however, that Section 105.2(7) is to include "Prefab pools that are 4 foot or greater in height."
- (8) International Energy Conservation Code, 2009 Edition with South Carolina Building Code modifications.
- (9) International Property Maintenance Code, 2021 Edition.
- (10) ICC/ANSI A11 7.1 Accessible and Usable Buildings and Facilities Code, 2017 Edition with South Carolina Building Code modifications.
- (11) International Existing Building Code, 2021 Edition.
- (12) International Swimming Pool and Spa Code, 2018 Edition.

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- (b) ~~The latest edition of the below listed building codes shall continue in force until new or revised or successor building codes are subsequently made available for each, respectively, by the publisher and adopted by the South Carolina Building Codes Council. Once new or revised or successor building codes for each, respectively, are published and adopted by the South Carolina Building Code Council, such building codes shall be immediately adopted as part of the County Code, but shall be implemented and enforced one year from the date of adoption by the South Carolina Building Code Council.~~

~~2015 Editions:~~

~~International Building Code, including Chapter One, except Section 105.2(9) to read: Prefab pools that are 4' or greater in height.~~

~~International Residential Code, including Chapter One, except Section 105.2(7) to read: Prefab pools that are 4' or greater in height.~~

~~International Mechanical Code, including Chapter One~~

~~International Plumbing Code, including Chapter One~~

~~International Fire Code, including Chapter One~~

~~International Fuel Gas Code, including Chapter One~~

~~International Property Maintenance Code~~

~~International Swimming Pool and Spa Code~~

~~2009 Edition:~~

~~International Energy Conservation Code, including Chapter One~~

~~2014 Edition:~~

~~National Electric Code~~

- (c) The standards contained in the above building codes shall be controlling in the use, maintenance, and occupancy of all structures located within the unincorporated areas of the county.
- (d) The Jasper County ~~Building Development~~ Services Department shall have the authority to review and enforce the standards contained in the building codes. The department shall also review and enforce those references to the building codes as contained in the Fire Code pertaining to plan review and new construction. The county fire chief and/or his designee shall have continued authority to review and enforce all other maintenance and compliance items contained in the Fire Code.
- (e) Height limit for weeds - For purposes of Section 302.4 of the International Property Maintenance Code regarding maintenance of weeds, all premises and exterior property shall be maintained free from weeds or plant growth, as described therein, in excess of 12 inches in height. This limitation on weed height shall only apply to tracts of land with a total area of less than ten acres

(Ord. No. 2017-18, § 1, 9-5-17)

DIVISION 3. PERMITS, INSPECTIONS AND FEES

Sec. 6-61. Accompanying documents.

Construction documents and civil documents shall accompany all permit applications and shall contain all information required by the relevant code(s) and ordinances. ~~Construction and civil documents shall be prepared by an architect or engineer properly licensed by the State of South Carolina, with the exception of the following residential construction:~~

- ~~(1) Attached one-story structures with less than a 7/12 roof pitch;~~
- ~~(2) Open porch or deck additions with or without roofs with less than a 7/12 roof pitch;~~
- ~~(3) Detached accessory structures that are only one story in height, nonhabitable, with less than a 7/12 roof pitch.~~

~~The above items, (1), (2) and (3) shall be accompanied with construction and site drawings per prescriptive methods of required codes and ordinance requirements.~~

A copy(s) of the recorded plat, DHEC construction permit or water and sanitation approval letters, FEMA elevation certificates, if applicable, and other documents as requested by engineering, planning and zoning, building and codes and permitting as stated on the applicable application(s).

A certificate of occupancy will not be issued until the permitting department receives the water and sewer tap receipts and/or final DHEC approval for septic, all applicable FEMA elevation certificates, and verification that all fees have been paid.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-62. No electrical connection without building permit.

It shall be unlawful for any public utility company or rural electric cooperative to make a new connection of electrical energy to a building or mobile or manufactured home requiring a permit under this article, until such permit is acquired for the construction or improvement of the building or for the occupancy of a mobile or manufactured home; or in the instance of a re-connection to an existing service location, panel and meter, a release for power suppliers to re-connect confirming there has been only a visual inspection by Jasper County of the exterior panel and meter with an acknowledgment of such by the applicant/property owner is obtained from the building codes department. Any company or cooperative receiving a request for a connection where the owner does not have a permit will report such request to the building official. No company or cooperative shall be required to determine the cost or value of the building being constructed or improved.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-63. Addressing.

All buildings shall have permanent affixed numbers and must comply with the requirements of the streets, roads and other public property ordinance(s). See also sections 25-128 through 25-134 of the Jasper County Code of Ordinances.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-64. Permit required; posting of permit card.

No work relating to the codes adopted by this article shall commence until a valid permit for such work has been issued by the permitting department. Work requiring a permit shall not commence until the permit holder, or

his/her agent, has posted the building permit card in a location on the premises visible in plain sight from the adjacent right of way or access drive. Work requiring a permit shall not commence until the permit holder, or his/her agent, has posted the building permit card in a visible location on the premises. The permit card must be protected from the weather and maintained on site throughout construction.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-65. Fee when work has begun without a permit.

For work commencing prior to obtaining proper permit(s), all administrative and permit fees specified herein shall be doubled. The payment of such doubled fees shall not relieve any persons from fully complying with the requirements of this chapter or codes in the execution of work or from any other penalties prescribed herein.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-66. Suspension or revocation of permit.

The chief building official is authorized to suspend or revoke an approved permit(s) issued under the provisions of this chapter whenever the permit is issued in error; on the basis of incorrect, inaccurate, or incomplete information; or in violation of any ordinance, regulation, or any state or federal laws.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-67. Separate permits required per building or structure.

A separate permit(s) must be applied for each separate building or structure being constructed.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-68. Payment of fees; valuation tables.

The permit applicant, prior to the issuance of said permits, shall pay all fees and/or any inspection services, which are prescribed under the applicable codes. Such fees shall be based on the most recent square foot construction costs building valuation tables as recommended by the International Code Council (I.C.C.). These valuation tables will be automatically updated annually on July 1, the beginning of Jasper County's fiscal year. The chief building official shall set the final building permit valuation.

The fees suggested by the building valuation data table are for the "total cost of construction". Per section 40-11-20 of the General and Mechanical Contracting Act, #23, "total cost of construction" means the actual cost incurred by the owner, all contractors, subcontractors, and other parties for labor, material, equipment, profit and incidental expenses for the entire project. This does not include the cost of design services unless those services are included in a construction contract. Section 40-11-300 (A) of the General and Mechanical Contracting Act states that "the total cost of construction must be used to determine the appropriate license group for a project."

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-69. Administrative fee(s).

A nonrefundable administrative fee of \$25.00 shall be paid by the applicant for each permit requested, at the time of application.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-70. Reserved.

Sec. 6-71. Licensed contractors; purchase of permits.

All persons requesting to apply or purchase permits within the unincorporated areas of Jasper County, must comply with South Carolinas' Labor and Licensing Regulations regarding proper licensing as outlined in the Residential Builders Commission Licensed Law and/or the General and Mechanical Contracting Act.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-72. Owner/builder disclosure statement.

State law requires residential construction to be done by licensed residential builders and/or specialty contractors. Under an exemption to this law, an owner of their property may build or improve a one-family or two-family residence. It must be for their use and occupancy and may not be built for sale or rent. The owner of record must first file, as a matter of public record with the register of deeds, an owner/builder disclosure statement provided by the permitting department. Further, this exemption shall not be available to an owner of property to build on another property for two years after issuance of the certificate of occupancy, unless the first home was actually granted the owner-occupied special ad valorem tax assessment.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-73. Inspection only fees.

A fee of ~~\$25.00~~ \$50.00 shall be paid by the applicant for each inspection service which is required under the codes or is otherwise required by the building official, which is not otherwise addressed in this chapter.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-74. Reinspection fees.

In addition to any fees listed herein, the re-inspection fees listed below shall apply and be paid by the permit holder or his/her agent for each reinspection due to any of the following violations:

- (1) Upon notification by the permit holder or his/her agent that work is ready for inspection, inspector arrives at site and finds work has not been completed or is otherwise not ready for inspection; or
- (2) Noncompliance with code requirements; or
- (3) Wrong address or no address on the structure; or
- (4) Failure to post an approved and valid "permit" card in a conspicuous place on the premises; or
- (5) Failure to have proper documentation at job site, i.e., approved site and/or construction plans, etc.

First reinspection fee is ~~\$25.00~~ \$50.00;

Second reinspection fee for the same violation is ~~\$50.00~~ \$100.00;

Third reinspection fee for the same violation is ~~\$100.00~~ \$150.00; and

For each reinspection thereafter for the same violation, the fees will continue to increase in ~~\$25.00~~ \$50.00 increments.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-75. Fees for modular construction.

Fees for modular construction as defined by the South Carolina Modular Construction Act shall be based upon the same fee schedule as residential or commercial building permits. Separate electrical, mechanical, plumbing and gas permits will be required along with site specific foundation and building plans meeting wind and seismic loads, from a South Carolina licensed design professional.

(Ord. No. 2017-18, § 1, 9-5-17)

Secs. 6-76, 6-78. Reserved.

Sec. 6-79. Plans review fees.

A plans review fee will be charged for all permits that require a review by the building and/or planning department(s). This fee will be assessed as follows:

- (1) *Commercial plans review fee:* One-half the cost of the building permit fee.
- (2) *Residential plans review fee:* ~~\$100.00~~ \$125.00

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-80. Refunds.

The applicant of any permit may request, in writing, a refund of all fees paid except, for services that have already been rendered, i.e., administrative fees, plan review fees, floodplain research fees, permit authorization cards, etc. Conditions of this refund request are as follows:

- (1) No work shall have commenced on the project for which the permit was issued.
- (2) The permit must be cancelled by the owner or permit holder, within 90 days from the date of issuance.
- (3) The owner, contractor, business, etc., of record, who actually paid for the permit, will receive the refund.
- (4) An inspection of the proposed site will be made and a written verification submitted that no work covered by such permit had commenced.
- (5) A refund will not be issued if a stop work order or notice of violation has been issued for work that has begun without a permit.
- (6) All data will be recorded on a refund form for approval.
- (7) The permit and all related documents shall be surrendered before a check will be issued.
- (8) If all is found to be in order, a refund may be authorized.
- (9) The surrendered permit will then be cancelled.

A refund will not be issued if a stop work order or notice of violation has been issued for work that has begun without a permit.

(Supp. No. 3)

Created: 2021-09-09 11:37:31 [EST]

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-81. Moving permits.

For the moving of any building or structure, with the exception of manufactured homes, the fee shall be ~~\$100.00~~ \$150.00. Fees for mobile/manufactured homes are provided in section 6-131 of article III of this chapter.

Buildings or structures, with the exception of manufactured homes, moved into or within the unincorporated areas of Jasper County shall obtain all applicable building, electrical, mechanical, plumbing and/or gas permits as required for new construction. Fees will be based on new construction as stated herein. (Refer to section 6-61 regarding accompanying document information.)

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-82. Demolition permits.

For the demolition of any residential structure, the fee shall be \$100.00

For the demolition of any commercial or multi-family structure, the fee shall be \$200.00

All permit holders are responsible for obtaining proper approval(s) from DHEC/state agencies regarding the demolition and disposal of demolished building or structure.

~~For the demolition of any building or structure, the fee shall be as follows:~~

~~0 up to 100,000 cubic feet — \$50.00;~~

~~100,001 cubic feet and over — \$ 0.50 per 1,000 cubic foot or fraction thereof.~~

~~All permit holders are responsible for obtaining proper approval(s) from DHEC/state agencies regarding the demolition and disposal of demolished building or structure.~~

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-83. Sprinkler permits and fees.

The fee for sprinkler permits, whether included in the building permit or by itself, will be based on the contract price of a project/job.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-84. Fire alarm and permit fees.

Fire alarms shall be installed per the latest edition of the International Building Code and the latest edition of the International Fire Code. Permit fees shall be based on the signed contract price or proposal.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-85. Building permit fees.

Building permit fees are based on the cost of construction as previously addressed under section 6-68 of this chapter. The chief building official reserves the right to use the contract price of a project/job as an alternative means of determining the building permit fee. The fee schedule is as follows:

Total Valuation	Residential Building Permit Fee
\$0 - \$500.00*	\$50.00
\$501.00 - \$0 - \$2,000.00	\$69.00
\$2,001.00 - \$40,000.00	\$69.00 for the first \$2,000.00, plus \$11.00 for each \$1,000.00 or fraction thereof, to and including \$40,000.00
\$40,001.00 - \$100,000.00	\$487.00 for the first \$40,000.00, plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$1,027.00 for the first \$100,000.00, plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 - 1,000,000.00	\$3,827.00 for the first \$500,000.00, plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 - \$5,000,000.00	\$7,327.00 for the first \$1,000,000.00, plus \$3.00 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00
\$5,000,001.00 and over	\$20,327.00 for the first \$5,000,000.00, plus \$1.00 for each additional \$1,000.00 or fraction thereof
Commercial Building Permit Fees shall be 150% of the Residential Rate	

The chief building official reserves to the right to use the contract price of a project/job as a means of determining the building permit fee.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-86. Electrical permit/inspection fees.

The fees for electrical permits shall be based on the contract price or proposal of a project/job.

The fees in this section shall apply to any upgrading work undertaken, as well as new service.

A multi-permit may be issued for a building where it is necessary to issue several separate electrical permits, i.e. apartments, condos, dormitories, office rental spaces, strip malls, etc. The fees will be based on the number of separate permits that would have been issued separately. Example: One apartment building, ten separate apartments, ten separate electrical permits required. One electrical permit would be issued but ten administrative fees would be charged along with the ten electrical permit fees as stated above.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-87. Mechanical permit fees.

The fee for inspecting commercial heating, ventilating, ductwork, air conditioning and refrigeration systems shall be based on the contract price or proposal of a project/job.

A multi-permit may be issued for a building where it is necessary to issue several separate mechanical permits, i.e. apartments, condos, dormitories, office rental spaces, strip malls, etc. The fees will be based on the number of separate permits that would have been issued separately. Example: One apartment building, ten separate apartments, ten separate mechanical permits required. One mechanical permit would be issued but ten administrative fees would be charged along with the ten mechanical permit fees as stated above.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-88. Plumbing permit fees.

Reserved for future use.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-89. Gas permit fees.

Reserved for future use.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-90. Swimming pool permit fees.

Residential. A permit is required for aboveground swimming pools where the height of the pool is four feet or greater and all in-ground pools based on the contract price or proposal of a project/job. A plot plan will be required at the time of submission for plans review, indicating all set backs are met.

Commercial. An approval letter from DHEC is required when submitting for a commercial pool permit. The fees will be based on the cost of construction stated on the signed contract or proposal. Civil plans indicating drainage and impervious surface will be required to be submitted at the time of application for permit. A plot plan will be required at the time of submission for plans review, indicating all set backs are met.

Final inspections. Final inspections for residential and commercial pools shall require all barrier requirements to be met per the International Building Code prior to calling for an inspection.

Electrical permits. A separate electrical permit shall be required for pumps, lights, and receptacles.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-91. Sign permit fees.

Sign permit fees will be based on the signed contract amount provided by the contractor and sign owner. Design professional construction drawings and site plans shall be submitted as required by the sign control section of the zoning ordinance.

A separate electrical permit will be required for wiring of sign, if illuminated.

See also section 8-48 of the Code of Ordinances and the adopted Schedule of License Fees for Billboards and Off-Premise Signs.

(Supp. No. 3)

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(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-92. Tower permit fees.

Fees shall be based on the signed contract amount provided by the contractor and/or the owner. Design professional drawings and site plans shall be submitted at time of permit application.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-93. Construction trailers and shipping containers.

The fee for the construction trailers shall be ~~\$50.00~~ \$100.00. This includes the plans review fee(s). This fee is to ensure the trailer or container meets proper setbacks and is properly secured to meet wind and seismic requirements. A plot plan will be required at the time of submission for plans review, indicating all set backs are met.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-94. Fence permits and fees.

Fences constructed of masonry or metal seven feet in height or greater will require a permit. Fees shall be based on \$15.00 per linear foot of fence to determine cost of construction. At time of application for permit, design professional drawings will be required and must be designed to meet applicable wind and seismic loads.

The chief building official reserves to the right to use the contract price of a project/job as a means of determining the building permit fee.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-95. Elevator permits and fees.

The fee for elevator permits, commercial and residential, shall be based on the signed contract provided by the contractor and/or owner at the time of submission or request for the permit. All applicable local, state, and/or federal laws governing licensing will also apply. (Refer to section 6-61 regarding accompanying document information.)

Secs. 6-96. Manufactured Housing fee.

The fee for a manufactured housing permit shall be \$200.00. This fee is in addition to zoning permit fees.

Sec. 6-97. Reserved.

Sec. 6-98. Temporary use permits and fees.

Jasper County recognizes that there exists, certain special instances when a property owner requires temporary use of a residential structure. The following are the only instances a temporary residential use will be considered:

- (1) Allowing a residential structure to be built or placed on a parcel while an already existing residential structure is occupied.

(Supp. No. 3)

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-
- a. This permit will expire 30 days from the issuance of a certificate of occupancy for the primary structure.
 - b. All other structures must be removed or demolished within this time.
- (2) Allowing use of an accessory structure (i.e. room over detached garage), built to residential standards, to be occupied while a primary residence is constructed.
 - (3) Allowing the placement of a temporary accessory dwelling unit in accordance with section 11:7-38 of appendix A of the Jasper County Code of Ordinances.

The fee associated with this application is ~~\$100.00~~ \$150.00 is nonrefundable.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-99. Underestimated contracts.

If in the opinion of the chief building official, the cost of construction is underestimated on any of the above applications, the permit shall be denied, unless the applicant can show detailed estimates to meet the chief building official's approval.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-100. Discretions of the chief building official.

The chief building official shall have the authority to render interpretations of this chapter and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in conformance with the intent purpose of this chapter.

It shall also be at the discretion of the chief building official to request disconnection of electricity and/or other utilities, to a building, home or any other structure, when it is in violation of this or any other Jasper County ordinance, any applicable state or federal law(s) or where necessary due to safety and/or hazardous conditions.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-101. Miscellaneous fees.

Note that other fees may apply to the permits contained herein, i.e., septic, sewer, aid to construction, fire, planning and zoning variances, etc. Contact the appropriate departments for a schedule of their fees.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-102. Insufficient funds/returned checks.

Where a check is returned for any reason, the permit(s) for which the check was written shall become null and void unless, within ten days, the check and any fees, is paid in full. The permitting department will follow all applicable state and/or federal laws regarding the collection and reimbursement of returned checks.

(Ord. No. 2017-18, § 1, 9-5-17)

Sec. 6-103. Treasurer's certificate.

Before any person shall be issued a building permit by the codes director, a certificate must be issued by the county treasurer verifying that all county taxes presently due have been paid in full by the applicant and on the real property. No building permit shall be issued without such certificate.

(Ord. No. 2017-18, § 1, 9-5-17)

Secs. 6-104—6-120. Reserved.

~~Sec. 6-131. Mobile home placement permit.~~

~~Prior to any manufactured home or mobile home being placed on any lot or parcel of land in Jasper County, the mobile home dealer, the owner of the mobile home, or the mobile home transporter shall make application for a placement permit with the county building codes department. Said application shall indicate the proposed location of the mobile home in Jasper County and, as applicable, be supported by surveys, deeds, and/or other materials such that a determination can be made that the placement is acceptable to the county with regard to the following:~~

- ~~(1) Access to a publicly maintained road to include an encroachment permit from the state or county as appropriate. Should the mobile home not have direct access to a publicly maintained road, the placement permit shall so indicate that no public maintenance is provided, expected or anticipated on the access road to the mobile home.~~
- ~~(2) Compliance with Jasper County regulations regarding the subdivision of land.~~
- ~~(3) Identification of the parcel as to tax map number and location within the floodplain as determined by reference to the flood insurance rate map (FIRM) and/or flood hazard boundary maps (FIB) for Jasper County. Where floodplain location is determined, the placement permit shall indicate the minimum floor elevation required.~~

~~A placement permit must be obtained prior to making application for a mobile home permit from the county. The fee for the placement permit shall be \$10.00. The placement permit shall be valid for a period of not more than 180 days. The placement permit shall be displayed so as to be readily visible from the rear while the mobile home is being transported. Issuance of a placement permit shall not supersede the need for the mobile home owner to obtain any other required permits from the county or state, as applicable.~~

~~For the purposes of this section, a mobile home or manufactured home shall be defined as a structure, transportable in one or more sections, which, in the traveling mode, is eight feet or more in width or 40 feet or more in length, or when installed on site, is 320 square feet or more in size; and which is built on a permanent chassis and intended to be used for a dwelling with or without a permanent foundation when connected to the required utilities.~~

~~Anyone violating the provisions of this section shall be deemed guilty of a misdemeanor and subject to a fine of not more than \$500.00 and/or imprisonment not more than 30 days. Each day that a violation exists and remains uncured shall be considered a separate offense.~~

~~(Ord. of 4-20-98, § 1; Ord. No. 2017-18, § 1, 9-5-17)~~

AGENDA

ITEM #17

LIGHT EMITTING DIODE (LED) LIGHTING AGREEMENT

Jasper County
Airport Entrance Lighting
Ridgeland-Claude Dean Airport
1765 Grays Hwy.
Ridgeland, SC

THIS AGREEMENT ("Agreement") is entered into and effective this _____ 2023, by and between Jasper County ("Customer") and Dominion Energy South Carolina, Inc. ("Company"), a South Carolina corporation. Customer and Company may be referred to individually as "Party" or collectively as "Parties".

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the Parties hereto covenant and agree with each other as follows, namely:

ARTICLE I

LIGHTING SERVICE: Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security or public safety. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting. Company shall also perform remote monitoring and diagnostic service for the LED fixtures and those charges are included in the facility fee.

ARTICLE II

RATE AND MONTHLY FACILITY CHARGE: Customer shall be billed an energy charge in accordance with Company's "General Service", Rate 9, attached hereto and incorporated herein by reference, which is currently **\$0.12323 per kwh**. The energy charge is calculated on an unmetered basis and estimated based on the manufacturer's specified input wattage. The Company reserves the right to meter one or more of the LED luminaires. Based on the above, Customer's **monthly lighting energy charges shall be \$16.43 per month plus a Basic Facilities Charge (BFC) of \$8.25 per month, plus a Distributed Energy Resource Program charge ("DER Charge") of \$6.82**

. The energy charge, BFC, and DER Charge are subject to change upon periodic review and approval by the Public Service Commission of South Carolina (PSC), in the manner prescribed by law; and all charges included herein will be adjusted for any changes to the Company's rate schedules approved by the PSC, including, but not limited to, Adjustments for Fuel, Variable Environmental & Avoided Capacity, and Distributed Energy Resource Costs; Demand Side Management Component updates; Pension Cost Component updates; Storm Damage Component updates; Tax Riders; and Retail Electric Rate Proceedings. Customer is also responsible for any additional charges approved by the PSC and applicable to Rate 9 or LED lighting.

Item	Input Watts	Qty	Converted Kwh	Rate 9	Energy Charge (\$)
LED Area Large Fixture	200	2	133.33	\$0.12323	\$16.43

Energy Charge	\$ 16.43
Basic Facilities Charge	\$ 8.25
DER Charge (DER)	\$ 6.82
Total Energy, BFC, and DER	\$31.50

Customer will also be charged a monthly facility charge in accordance with Rate 9 in the amount of **1.7%** of the total project cost per month as of the effective date of this Agreement. The Customer agrees to pay the Company a continuing monthly facility charge in the amount of **\$27.42 (1.7% times \$1,613.00)**. The monthly facility charge will not change during the term of the Agreement.

Customer's initial monthly lighting charges for this project will total **\$58.92** plus S.C. sales tax and all other applicable fees.

Rate	Item	Total
9	Total Energy, BFC, and DER	\$ 31.50
	Monthly Facility Charge	\$27.42
	Total Monthly Lighting Charges	\$58.92

CONDUIT: No Conduit Needed

ARTICLE IV

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange or luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. **Company agrees to provide and install two (2) LED Area Large style luminaires mounted on existing 35' wood poles. This lighting installation will be located at Ridgeland-Claude Dean Airport, Ridgeland, South Carolina.** The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of LED luminaires and poles. The Customer must notify the Company of any non-functioning or mal-functioning lights. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing and/or performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around LED luminaires and poles.

Customer Initial/Date

ARTICLE V

REPLACEMENT AND MAINTENANCE: Company shall perform all ordinary replacement and maintenance due to normal wear and tear on the equipment and appurtenances. This shall include the replacement of conductor and electrical connections. Non-standard equipment replacement may be delayed until such equipment can be ordered and delivered to Company. Company shall retain ownership of poles located on Customer's premises.

In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all extraordinary replacement and maintenance work that is not recovered by Company from third parties' tortfeasors.

If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

ARTICLE VI

TERM: This Agreement shall continue for the full initial term of ten (10) years and continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate.

ARTICLE VII

TERMINATION FOR DEFAULT BY CUSTOMER: The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; 3) dissolution of business entity; 4) discontinuation of access; or 5) unauthorized modification of equipment. In the event of default, Company reserves the right to terminate this Agreement. Should Customer terminate prior to the end of the initial term of this Agreement, an early termination charge outlined in Article VIII shall apply.

ARTICLE VIII

EARLY TERMINATION CHARGE: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge excluding fuel for the remainder of the contract term; plus the sum of the original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs, less any applicable salvage values, the total cost of which shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated.

ARTICLE IX

LIMITATION OF LIABILITY: THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE. JASPER COUNTY IS A GOVERNMENTAL ENTITY AND POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, AND ENJOYS SOVEREIGN IMMUNITY, AS WELL AS THE IMPOSITION OF DUTIES AND PROTECTIONS AFFORDED BY THE SOUTH CAROLINA TORT CLAIMS ACT.

ALTHOUGH THE COUNTY CANNOT, BY LAW, HOLD HARMLESS AND INDEMNIFY ANY CONTRACTING PARTY, SUBJECT TO THE APPLICATION OF THE LAWS AND TO THE LIMITS OF ITS INSURANCE, THE COUNTY SHALL BE RESPONSIBLE FOR ITS EMPLOYEES AND AGENTS' NEGLIGENCE THAT RESULTS IN ANY LOSS OR DAMAGE TO ANY PROPERTY OR INJURY TO ANY PERSON ARISING OUT OF OR CONNECTED WITH THE OPERATION OR BREACH OF THIS AGREEMENT. THE COUNTY CANNOT HOLD HARMLESS ANY PERSON OR ENTITY DOING BUSINESS WITH THE COUNTY FROM ALL LOSS, COST, INJURY, DAMAGE, EXPENSE, CLAIM, CAUSE OF ACTION, JUDGMENT, PENALTY, FINE OR LIABILITY, DIRECTLY OR INDIRECTLY, RELATING TO OR ARISING FROM THE OTHER'S ACTS OF NEGLIGENCE. COUNTY'S OBLIGATIONS PURSUANT TO THE FOREGOING SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

ARTICLE X

WARRANTIES: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

ARTICLE XI

RIGHT OF WAY: Customer hereby grants Company free access and right of way to maintain install and remove any and all luminaires, poles, conductors and other appurtenances associated with the lighting facilities contained within this Agreement.

ARTICLE XII

CUSTOMER MODIFICATIONS: No modifications to luminaires, poles or related equipment may be made by Customer without prior written approval from Company. Company assumes no liability if luminaires, poles or related equipment are modified in any manner by Customer.

ARTICLE XIII

GENERAL TERMS AND CONDITIONS: This Agreement and all services rendered hereunder are subject to Company's General Terms and Conditions for Electric Service as approved by the PSC as they may now exist or may be amended in the future. The General Terms and Conditions for Electric Service as they currently exist or may be amended in the future are part of this Agreement. A copy of the General Terms and Conditions for Electric Service as they currently exist are attached hereto.

ARTICLE XIV

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company (and shall not relieve the assigning Party from liability hereunder), which consent will not be unreasonably withheld or delayed.

ARTICLE XV

AMENDMENT: This Agreement may not be amended except by written agreement signed by an authorized representative of each Party.

ARTICLE XVI

REPRESENTATION: Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

ARTICLE XVII

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the Parties hereto, as well as the Parties themselves.

ARTICLE XVIII

ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

ARTICLE XIX

NON-STANDARD EQUIPMENT: These luminaires and/or poles are considered non-standard (non-stock) equipment, and Customer accepts that replacements will not be readily available (six weeks typical delivery time) and may not be exact duplicates of originals.

Jasper County

By: _____

(Print Name): _____

Title: _____

Date: _____

DOMINION ENERGY SOUTH CAROLINA, INC.

By: _____

(Print Name): Robert Garvin

Title: Manager Outdoor Lighting/Authorized Representative

_____ Lighting Mgr.

Date: _____

AGENDA

ITEM #18



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	May 15, 2023
Project:	Planning Fee Chart
Submitted For:	Action
Recommendation:	Approval

Description: Article 3:1.4 of the Jasper County Zoning Ordinance allows the County Council to amend the Planning Department's Administrative Fee Chart from time to time to reflect the Staff hours and effort necessary to review and process applications. The new fees being proposed are shown on the attached Planning Fee Chart in red and strikethroughs represents the current fees so you can see the exact changes that are being requested. We are asking that the fees go in effect on July 1, 2023, at the beginning of the new fiscal year.

Recommendation: Staff recommends approval of the attached Planning Fee Chart.

Attachments:

1. Planning Fee Chart

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION #R-2023-07

RESOLUTION OF JASPER COUNTY COUNCIL

To amend and confirm the Planning Fee Chart.

WHEREAS, Pursuant to Article 3:1.4, *Filing Fees* of Appendix A of the Jasper County Code of Ordinances, the County Council may amend the filing fees from time to time; and

WHEREAS, Jasper County Council finds that the Planning Department Administrative Fee Chart should be amended from time to time to reflect the Staff hours and effort necessary to review and process applications; and,

NOW THEREFORE, BE IT RESOLVED, by the Jasper County Council in council duly assembled and by the authority of the same hereby adopts the following fee chart effective July 1, 2023.

Planning Application Fee Chart

Application	Fee
Zoning Permit- New Dwelling or Commercial Building w/o site plan review	\$ 150.00
Zoning Permit- Addition, Residential and Accessory Structures under 500 s.f.	\$ 25.00 50.00
Zoning Permit-Accessory Structure, Residential greater than 500 s.f.	\$ 60.00 75.00
Zoning Permit- Replacement of Structure Due to Loss (Fire, Natural Hazard)	\$ with fire report 0.00
Zoning Certification / Change of Use Certification	\$ 25.00 50.00
Zoning Determination/Interpretation Letter	\$ 75.00
Zoning Map Amendment (up to three adjacent lots, same district request)	\$ 250.00 300.00
Each Additional Lot	\$ 250.00 300.00
Variance- Residential and Commercial (up to three adjacent lots, same request)	\$ 250.00 300.00
Each Additional Lot	\$ 250.00 300.00
Appeal	\$ 250.00 300.00
Special Exception	\$ 250.00 300.00
Clearing, Grading, Excavation Permit*	
Base Fee	\$ 150.00
Per Acre	\$ 5.00
Subdivision- Residential	
Plat or Boundary Survey Check- No Change in Boundary Lines	\$ -
Exempt Subdivision	
Combination or Recombination Plat	\$ 40.00
Per Lot when Dividing (resulting parcels 5+ acres)	\$ 40.00
Minor Subdivision	
Per resulting lot	\$ 40.00

Major Subdivision- Residential*		
	Base Fee	\$ 1,000.00 *
	Per lot	\$ 200.00 *
Major Subdivision- Non Residential*		
	Base fee	\$ 1,000.00 *
	Per lot fee	\$ 200.00 *
Planned Development Districts- PDD		
Concept or Master Plan; Zoning Map Amendment; Development Agreement*		
	Base fee	\$ 1,000.00 *
	Per acre	\$ 10.00 *
Master Plan (with previously approved PDD Document)*		
	Base fee	\$ 1,000.00
	Per acre	\$ 15.00
Development Plan- Residential*		
	Base fee	\$ 1,000.00 *
	per lot	\$ 125.00 *
Non-Residential Site Plan Review and PDD Development Plan Review		
Minor Site Plan		\$ 500 plus \$.09 /SF *
<i>< 5 acres where no structures are proposed, i.e., RV Parks, parking lots, solar farms, roadways, etc.</i>		
	Base Fee	\$ 500.00 *
	Per acre	\$ 100.00 *
Major Site Plan*		
	0-9,999 SF	
	Base Fee	\$ 500.00 *
	Per square foot	\$ 0.09 .10 *
<i>5-10 acres where no structures are proposed, i.e., RV Parks, parking lots, solar farms, roadways, etc</i>		
	Base Fee	\$ 500.00 *
	Per acre	\$ 100.00 *
	10,000+ SF	
	Base Fee	\$ 1,500.00 *
	Per square foot	\$ 0.09 .10 *
<i>10 acres+ Where structures are not proposed, i.e., RV Parks, parking lots, solar farms, roadways, etc.</i>		
	Base Fee	\$ 1,500.00 *
	Per acre	\$ 100.00 *

*- Applications Require Outside Engineering Review and Inspections Fees- Administrative Fees do not Cover this Cost

This Resolution made this 15th day of May, 2023

L. Martin Sauls IV
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

RESOLUTION #R-2023-07

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

AGENDA

ITEM # 19



Jasper County Clerk to Council

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

Wanda Simmons
Clerk to Council
wsimmons@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	May 15, 2023
Board Name:	Library Board of Trustees
Request:	Appointment of 1 member
Member Request Name:	William (Billy) J. Weaver III
Submitted For:	Approval to appoint 1 member
Term:	4-year term

Description: The Library Board of Trustees has a reappointment request for Ms. Glenice Watts, who's term has just ended.

Seat:	Name:	New Appt Date:	New Term End Date:
03-LB	William (Billy) J. Weaver III	05.15.2023	05.15.2027

Staff Recommendation: Staff recommends the approval of the appointment of William (Billy) J. Weaver to the Library Board of Trustees for a 4-year term.

Attachments: Application

COMMITTEE / BOARD / COMMISSION
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH:

Request for Appointment () or Re-Appointment ()

Please print or type

Committee(s): Library Board Committee

Recommended By: Pratt Memorial Librarians

Name: WILLIAM (Billy) J. Weaver III
FIRST MIDDLE LAST

Home address: 1626 Bees Creek Road, Ridgeland, SC 29936

Mailing address (if different) _____

Telephone: _____
HOME BUSINESS CELL 843-684-3444

Email Address: billy@hargray.com

Employer: Owner of Hallman/Weaver Builders

Employer Address: 1626 Bees Creek Rd., Ridgeland, SC 29936

Occupation: Residential Home Builder Education: College degree

Boards, Committee's, Civic Clubs, Etc. Colleton River ARB (1998-2001), Boy + Girls Club of U:
(use back of sheet if necessary)

Experience: Nothing related to the local library
(use back of sheet if necessary)

Other Activities: Avid reader + dedicated cyclist
(use back of sheet if necessary)

County Council District: N/A

Are you a registered voter: yes In what precinct do you vote: Grahamville 1

Do you have an interest in any business that has, is or will do business with the County of Jasper or the Entity for which you have been nominated? NO If so, please list on the back of this sheet.

I have received a copy of the Boards and Committee Ordinance # 07-40, the Freedom of Information Act and a copy of the responsibilities and duties related to the Board or Commission that I am volunteering to serve on. I agree to uphold and abide by the responsibilities to the best of my abilities. I understand that the law and constitution of South Carolina provide for appointments by County Council because it is elected by the People. Council is thus answerable to the people and Boards, Committees and Commissions are answerable to the Council. The American system of checks and balances thus encourages and enables administration while constraining appointees for cross purposes with council. I further agree to be bound by the rules and regulations of Jasper County Council.

Applicant's Signature: William J. Weaver III

Return via mail or email to:
Wanda Simmons, Clerk to Council
Jasper County Council
PO Box 1149, Ridgeland, SC. 29936
Email: wsimmons@jaspercountysc.gov

Boards: Miami Shores City Council (1983-90)
USA Council for Cycling Safety (2007-Present)

AGENDA

ITEM #20

STATE OF SOUTH CAROLINA
COUNTY OF JASPER
RESOLUTION NO. R-2023-08

A RESOLUTION RATIFYING THE SUBMITTAL OF AN APPLICATION TO THE SOUTH CAROLINA RURAL INFRASTRUCTURE AUTHORITY AND THE ACCEPTANCE OF THE RESULTING GRANT IN THE AMOUNT OF \$1,827,338 FOR DRAINAGE IMPROVEMENTS; AND OTHER MATTERS THERETO.

WHEREAS, Jasper County Council adopted Resolution 2020-08 endorsing drainage improvements in the Church Road area of Jasper County outside of the City of Hardeeville on June 1, 2020, and

WHEREAS, Jasper County Council authorized the submission of a Community Development Block Grant (CDBG) Community Infrastructure grant application in the amount of \$1,022,223 for the drainage improvements and committed funds in the amount of a least 10% of the grant request or up to \$120,000 in the same Resolution 2020-08, and

WHEREAS, Jasper County was awarded the Community Development Block Grant (CDBG) Community Infrastructure grant in the amount of \$1,022,223 for the drainage improvements and committed funds in the amount of a least 10% of the grant request or up to \$120,000 on September 21, 2020, and

WHEREAS, Jasper County issued an invitation to bid on two separate occasions, September 2021 and November 2021, respectively, and

WHEREAS, the bid results were rejected because they were greater than the current budget for the drainage improvement projects, and

WHEREAS, the Jasper County Council at the September 6, 2022 Council meeting reaffirmed the County's commitment of a \$500,000 match for the drainage project and instructed staff to pursue all of the funding opportunities, discussed in a memo presented to Council, including increased CDBG funding and pursuing additional funds from the SC Infrastructure Authority, and

WHEREAS, Jasper County staff in consultation with representatives from the Lowcountry Council of Governments and the engineer on the project, Thomas & Hutton sought additional grant funding through the South Carolina Infrastructure Investment Program (SCIIP) which is a federal funded grant administered by the South Carolina Rural Infrastructure Authority using State and Local Fiscal Recovery Funds received through the American Rescue Plan Act, and

WHEREAS, Jasper County was awarded a supplemental grant on April 27, 2023 from this aforementioned grant program (SCIIP) in the amount of \$1,827,338 for Drainage Improvements originally endorsed in Resolution 2020-08, which combined with the original grant award from CDBG Community Infrastructure of \$1,022,223 provides sufficient funding to move forward with the drainage improvement program.

NOW, THEREFORE, BE IT RESOLVED, by Jasper County Council, in a meeting duly assembled, that:

1. The Jasper County Council hereby ratifies the grant application by the Jasper County Administrator and his designees from the South Carolina Infrastructure Investment Program (SCIIP) in the amount of \$1,827,338.
2. The grant extended by the South Carolina Rural Infrastructure Authority in the amount of \$1,827,338 is hereby approved and accepted by the Jasper County Council, as is the application and award of the CDBG Community Infrastructure grant in the amount of \$1,022,223.
3. The County Administrator and his designees are hereby authorized to execute and deliver such grant agreements and such related documents as may be required for this purpose.

SIGNED, SEALED AND DATED, this 15th day of May 2023.

L. Martin Sauls, IV, Chairperson

Wanda Simmons, Clerk to Council

Approved as to Form:

David L. Tedder, Jasper County Attorney

Harry M. Lightsey III
Chairman



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

April 27, 2023

Mr. Andrew Fulghum
County Administrator
Jasper County
Post Office Box 1149
Ridgeland, South Carolina 29936-1149

RE: A-23-C104: Drainage Improvements

Dear Mr. Fulghum:

Congratulations on your successful application for funding from the South Carolina Infrastructure Investment Program (SCIIP). This federally funded grant is administered by the South Carolina Rural Infrastructure Authority (RIA) using State and Local Fiscal Recovery Funds received through the American Rescue Plan Act.

In order to accept the Community Impact grant, it is necessary that an official with legal authority to execute such contracts sign the two enclosed originals of the grant award (Signature Page of the Grant Award Agreement) and return one of these originals to this office within 45 days from the date of award.

Acceptance of the grant requires that you comply with all of the terms and conditions as outlined in the Grant Agreement attached herein. For all activities funded in whole or in part by SCIIP, it will be necessary to follow procurement procedures that are consistent with the Uniform Administrative Requirements (2 CFR Part 200) for federal projects and to submit contractual agreements to the RIA prior to execution. SCIIP funds will not be disbursed until a *Notice to Proceed* has been issued by RIA and all contracts have been reviewed by our office.

You will be required to submit a progress report on the first day of each calendar quarter. The first reporting date for this grant is October 1, 2023. Timely submission of reports will ensure federal reporting requirements are met as well as allow for the processing of requests for payments from your grant award. Please include the assigned grant number(s) on all reports, requests for payment and correspondence. *SCIIP Project Management Procedures* and forms, which must be used in the administration of the grant, are also located on our website at www.ria.sc.gov. Please take time to review these procedures carefully.

We are available to assist you throughout the implementation of your project. If you have any questions or need assistance, please do not hesitate to contact your RIA Program Manager, Jackie Taylor at 803-849-4930, or jtaylor@ria.sc.gov.

Sincerely,

A handwritten signature in blue ink that reads "Bonnie Ammons".

Bonnie Ammons
Executive Director

cc: (via email): Kimberly Mullinax, Community and Economic Development Specialist, Lowcountry Council of Governments
Kim Burgess, Chief Financial Officer, Jasper County

Grantee: Jasper County	Date of Award: April 24, 2023
Grant Title: Drainage Improvements	SCIIP Award Amount: \$1,827,338
Grant Period: April 24, 2023 – June 1, 2026	SCIIP Grant Number: A-23-C104

The South Carolina Rural Infrastructure Authority ("RIA") hereby awards to the above-named Grantee, in the amount shown above, for the activities specified in the application which is incorporated by reference and for the purposes authorized. The acceptance of this award creates a contract between RIA and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement for which this is the signature page. Please note that the grant is also subject to the **Special Conditions** which are attached to and made a part of this Grant Award.

This contract shall become effective, as of the date of award, upon return of one copy of this grant award which has been signed in the space provided below. The copy must have original signatures and must be returned within forty-five (45) days from the date of award.



 Bonnie Ammons, Executive Director
 SC Rural Infrastructure Authority

Acceptance for the Grantee:

 Signature of Executive Official (with authority to execute contract)

 Date

 Name and Title of Chief Executive Official

Attest:

 Signature of Authorized Official

 Title of Authorized Official

Grantee:	Jasper County	Date of Award:	April 24, 2023
Grant Title:	Drainage Improvements	SCIIP Award Amount:	\$1,827,338
Grant Period:	April 24, 2023 – June 1, 2026	SCIIP Grant Number:	A-23-C104

Special Conditions

1. SCIIP funds are contingent on approval of additional CDBG funds necessary to complete the project. Documentation must be submitted within 90 days of RIA's grant award.
2. Grantee (or its designated representative) must attend the planned SCIIP Implementation Workshop. More information will be provided as soon as it is available.
3. Grantee is required to participate in a start-up technical assistance meeting with RIA staff.
4. Grantee must comply with the SCIIP Project Management Procedures.

Grantee:	Jasper County	Date of Award:	April 24, 2023
Grant Title:	Drainage Improvements	SCIIP Award Amount:	\$1,827,338
Grant Period:	April 24, 2023 – June 1, 2026	SCIIP Grant Number:	A-23-C104

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 Bonnie Ammons, Executive Director
 SC Rural Infrastructure Authority

Acceptance for the Grantee:

 Signature of Executive Official (with authority to execute contract)

 Date

 Name and Title of Chief Executive Official

Attest:

 Signature of Authorized Official

 Title of Authorized Official

Grantee:	Jasper County	Date of Award:	April 24, 2023
Grant Title:	Drainage Improvements	SCIIP Award Amount:	\$1,827,338
Grant Period:	April 24, 2023 – June 1, 2026	SCIIP Grant Number:	A-23-C104

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2. Grantee (or its designated representative) must attend the planned SCIIP Implementation Workshop. More information will be provided as soon as it is available.
3. Grantee is required to participate in a start-up technical assistance meeting with RIA staff.
4. Grantee must comply with the SCIIP Project Management Procedures.

Authorized Signatures for Payments and Checks

Please print or type the following information.

Block 1: Grantee Name & Address

SCIIP Grant #: A-23-C104
 RIA State Grant # (if applicable): N/A
 Project Title: Drainage Improvements
 Grantee: Jasper County
 Address: Post Office Box 1149
 Ridgeland, South Carolina 29936-1149

NEW! SAM.gov Unique Entity Identifier (UEI):

Block 2: Processing Method for Payments

Is your organization set up to receive direct deposits from the State Treasurer's Office (STO)? Yes No

If no, please go to www.Treasurer.sc.gov/ach and complete the enrollment form. Until you are enrolled in the electronic payment method, the STO will mail checks to the address listed on the federal Request for Taxpayer Identification Number and Certification Form (W-9) which is on file at the STO. Please contact the STO to update the form if you have had a change in address.

Upon receipt of the check or direct deposit, you should promptly deposit it in the account designated for this grant.

Block 3: Individuals Authorized to Sign RIA Request for Payment Forms and Checks

Please list all individuals who typically sign checks on behalf of the grantee in the spaces below. Additional forms may be used if needed.

Only individuals listed in Block 3 are authorized to request funds or sign checks using RIA grant funds.

Two authorized signatures are required on all checks using grant funds.

Only one authorized signature is required on RIA Request for Payment forms.

A. Name: _____
 Title: _____
 Original Signature: _____

B. Name: _____
 Title: _____
 Original Signature: _____

C. Name: _____
 Title: _____
 Original Signature: _____

D. Name: _____
 Title: _____
 Original Signature: _____

E. Name: _____
 Title: _____
 Original Signature: _____

F. Name: _____
 Title: _____
 Original Signature: _____

Block 4: Authorized Chief Executive Official

I certify that the individuals whose signatures appear in Block 3 are authorized to sign checks and make requests for payment on the grant. I also understand that as the certifying official, I cannot sign checks or make requests for payment.

Name: _____
 Title: _____
 Address: _____
 _____ Zip Code: _____
 Phone: _____
 Email: _____
 Original Signature: _____

Submit to RIA

Return this form to RIA within 30 days of receipt of grant award.

If additional authorized individuals are needed in Block 3, submit additional forms/pages.

If staff changes occur, revise and resubmit this form.

Remember: Only individuals listed in Block 3 are authorized to request funds or sign checks using SCIIP or RIA state grant funds. Two signatures are required on checks.

The individual who signs Block 4 must be a Chief Executive Official or other authorized official such as the council chair. The person in Block 4 cannot also be listed in Block 3.

Harry M. Lightsey III
Chairman



Bonnie Ammons
Executive Director

South Carolina Rural Infrastructure Authority

GRANT AGREEMENT

Grantee: Jasper County (Grant #A-23-C104)

In accordance with the provisions of the South Carolina Rural Infrastructure Act, Section 11-50-10, et seq., of the Code of Laws of South Carolina, 1976, as amended (the "Code"), Act 244 of 2022, and the Intergovernmental Agreement for the State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan Act (ARPA) in the State of South Carolina between the South Carolina Department of Administration, Executive Budget Office (EBO) and the South Carolina Rural Infrastructure Authority (the "Authority"), the Authority has established the South Carolina Infrastructure Investment Program (SCIIP) and does commit to the Grantee, a grant as set forth in the Grant Award which is attached hereto and made a part of this Grant Agreement (the "Agreement"). Acceptance of the Agreement creates a contract between the Authority and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the approved Grant Application, including any attachments or other submissions made, or to be made thereto, and this Agreement. Such activities and obligations shall be carried out in accordance with applicable state and federal laws, rules and regulations, the terms and conditions set forth in this Agreement, SCIIP requirements and project management procedures, as well as any other documents or conditions referred to herein and as may be revised or updated from time to time.

The Grant Award serves as the signature page for this Agreement. The Grant Award must be executed and returned to the Authority within 45 days of the Award Date.

Section 1: DEFINITIONS.

- (a) **Agreement** means the Grant Award and Grant Agreement, including the Supplemental Terms and Conditions and Federal Award Identification attached to the Grant Agreement as Exhibits A and B.
- (b) **Application** means the Grant application forms submitted by the Grantee and approved by the Authority.
- (c) **Grant Award** means the form setting forth the amount of funds awarded to the Grantee and serving as the signature page to this Agreement.
- (d) **Award Date** means the date on which the Grant is awarded by the Authority.
- (e) **Grant Period** means the time period reflected in the Grant Award during which the Grant will be implemented.

- (f) Contractor means a third-party contractor who undertakes all or part of the Project.
- (g) Authority means the South Carolina Rural Infrastructure Authority.
- (h) Grant means the dollars committed by the Authority to the Grantee for the Project identified in the Application and set forth in the Grant Award.
- (i) Grantee means the unit of government or other eligible entity such as a special purpose service district, public works commission, or joint municipal organization designated for the Grant and set forth in the Grant Award.
- (j) Project means the project identified and described in the Application.
- (k) State means the State of South Carolina and any agencies or offices thereof.
- (l) Subrecipient means a governmental or not-for-profit water and/or sewer organization authorized to carry out any portion of the Project under a written agreement with the Grantee that has been approved in advance by the Authority.

Section 2: SCIP REQUIREMENTS AND PROJECT MANAGEMENT PROCEDURES. The Grantee must comply with the requirements of ARPA as well as all federal rules and regulations, including the terms of 2 C.F.R. Part 200 and all rules published to date and that may be published in the future by the United States Treasury related to the SLFRF and ARPA, and any applicable State rules and regulations, including the terms of Act 244 and any project management procedures provided by the Authority. The Grantee must also comply with the terms of this Agreement, as supplemented by Exhibit A and by this reference made a part hereof.

Section 3: SCOPE OF WORK. The Grant shall be used only for specified activities approved in the Application, which is incorporated by reference and made a part of this Agreement, unless otherwise approved in writing by the Authority.

Section 4: AWARD. The Authority has legal authorization under the Code to award grants for qualified projects and to enter into agreements. Accordingly, the Authority hereby commits the Grant to be used only for the Project and related costs, as described in the Application.

The Grantee must obtain from the Authority a written notice to proceed prior to incurring costs against the Grant. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee at its own risk and expense and is not eligible for payment from Grant funds. Any pre-award expenses must have been incurred on or after March 3, 2021 and should be identified in the Application. The Authority must review any pre-award expenses and confirm compliance with State and federal requirements before approving reimbursement. The Grantee acknowledges that all SLFRF funds in the SCIP must be expended by the Authority on or before December 31, 2026 and that Grantee must seek payment for approved pre-award costs and other eligible expenditures during the Grant Period.

Section 5: PAYMENT. The Grantee must submit to the Authority during the Grant Period a certified request for payment for eligible expenses that are documented by the Grantee.

The Grantee will certify, to the best of its knowledge, information and belief that the work on the Project, for which payment from Grant funds is requested, has been completed in accordance with the terms and conditions of this Agreement.

All requests for payment must be made on forms approved by the Authority. Such requests shall be certified as valid expenses by an official representative of the Grantee. Invoices or other documentation reflecting eligible expenses, that the Authority may reasonably require, must be submitted with the request for payment. The Authority may make, and the Grantee shall accept, full or partial disbursements for actual, eligible expenses incurred not to exceed the amount of the Grant.

Section 6: FINANCIAL MANAGEMENT. The Grantee must maintain a financial management system using generally accepted accounting principles utilizing appropriate internal controls to provide adequate accountability for the Grant in accordance with the Uniform Administrative Requirements, Cost Principals and Audit Requirements (also referred to as Uniform Guidance) found in 2 C.F.R. Part 200. The Grantee's records must account for Grant funds separately and disclose accurate information about the Grant Award, obligations, unobligated balances, assets, liabilities, expenditures, and income.

Section 7: AUDIT REQUIREMENTS. The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project. The Grantee must notify the Authority of any audit findings related to the Grant funds or general grant management and make available a copy of the audit report to the Authority. The Grantee agrees that it will reimburse the Authority for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Authority. Upon request of the Authority, the Grantee shall make available, and cause any Contractor to make available, for audit and inspection by the Authority and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. If the Grantee expends \$750,000 or more in federal awards during the Grantee's fiscal year, the audit of Grant funds received under this Agreement must be conducted in accordance with 2 C.F.R. Part 200, Subpart F – Audit Requirements. If the Grantee expends less than \$750,000 during the Grantee's fiscal year, the audit of Grant funds received under this Agreement must adhere to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).

Federal award identification for auditing purposes is located in Exhibit B attached hereto.

Section 8: GRANTEE CERTIFICATION. By signing this Agreement and accepting the Grant, the Grantee certifies that:

- (a) Grantee agrees to comply in all respects with:
 - a. All applicable United States Treasury rules, policies, procedures, and directives;
 - b. Uniform Guidance under 2 C.F.R. Part 200, including uniform administrative requirements, cost principles, and audit requirements; and

- c. All reporting and compliance guidance published to date and that may be published in the future
- (b) Grantee uses an effective internal control system;
- (c) Grantee will provide for matching funds as set forth in the Application, or any amendments appended hereto, and such matching contribution, if required, shall not include federal non-SLFRF funds, unless otherwise approved by the federal agency; and
- (d) Neither the Grantee nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department, the Authority or any local government department or agency. The Grantee further agrees that it will immediately notify the Authority if during the term of this Agreement it or any of its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, the Authority or local government department or agency.

Section 9: PROCUREMENT: All purchases of goods and services made with Grant funds shall be procured in compliance with the requirements set forth in 2 C.F.R. Part 200.317-27.

Upon request, the Grantee must make available to the Grantee's auditor, the Authority (or other State Agency) and/or the United States Treasury documentation of the procurement process used in connection with expenditure of Grant funds. If the Grantee fails to adhere to procurement procedures required by law, the Authority may require repayment by the Grantee of Grant funds that were expended in a disallowable manner or the Grantee may be subject to other sanctions as identified herein.

Section 10: NON-DISCRIMINATION. The Grantee agrees to comply with the federal nondiscrimination requirements in 2 C.F.R. Part 200.321 and as set forth in Exhibit A, Section 5 and shall require that its Subrecipients and Contractors with these same requirements.

Section 11: THIRD PARTY CONTRACTS OR AGREEMENTS. The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of this Agreement. The Grantee warrants that it will enforce all applicable terms and conditions of this Agreement upon any third parties or Contractors.

All of the services required to complete the Project will be performed by the Grantee or a Subrecipient, and/or a Contractor, under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local laws to perform such services. The Grantee may not award contracts to any Contractors who are ineligible to receive contracts under any applicable laws or regulations of the State or federal government.

The Grantee must submit all proposed agreements with Subrecipients or Contractors engaged to perform work within the scope of the Grant to the Authority prior to executing those agreements. All change orders or contract amendments must be submitted in writing and in advance to the Authority.

Any disputes arising out of a contract funded in whole or in part with the Grant are the responsibility of the Grantee and should be resolved in a timely manner in accordance with applicable law.

Section 12: PERSONNEL. The Grantee agrees that it has the necessary personnel, or will hire the necessary personnel, to carry out the activities described in the Application and this Agreement. All personnel shall be fully qualified and authorized to carry out such activities under applicable law.

Section 13: PERMITS. The Grantee shall obtain all necessary federal, state and/or local permits required for the construction and/or operation of the Project. Construction permits are to be obtained prior to executing construction contracts.

Section 14: SIGNS. Any signs installed at the Project site must be pre-approved by the Authority and must acknowledge funding by the Authority.

Section 15: PROJECT START-UP. The Project must be substantially underway within a reasonable period of time, as determined by the Authority in its sole discretion, in order to meet federal expenditure guidelines applicable to SLFRF funds. If the Grantee does not begin the Project within a reasonable period as determined by the Authority, the Authority reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee, and terminate this Agreement.

Section 16: AMENDMENTS. Any changes in the approved scope of work of the Project must be submitted in advance and in writing by the Grantee to the Authority and must clearly identify the need for the change. Amendments must be requested by the Chief Executive Official of the Grantee. The Authority has no obligation to approve such a request. Any approved amendment granted by the Authority shall be appended to this Agreement as an amendment.

Section 17: BUDGET CHANGES. Any change in a budget line item (paid in whole or in part with Grant funds) which is greater than ten percent (10%) of any line item must be approved in writing by the Authority prior to any payment with Grant funds.

Section 18: FUNDING UNDERRUNS/OVERRUNS. In the event of cost underruns, the Grantee must consult with the Authority to determine in the Authority's sole discretion whether remaining Grant funds will be redirected to other eligible activities or returned to the Authority. The Grantee agrees that it will commit and provide monies from other non-SLFRF funds for cost overruns required to complete the Project, unless otherwise approved. This Agreement creates no obligation on the part of the Authority or the State to provide funds for cost overruns.

Section 19: PROJECT COMPLETION. The Grantee must take appropriate action to implement the Project in a timely manner. The Grantee must complete, or cause to be completed, the portion of the Project to be funded in whole or in part with Grant funds within the timeframe reflected in the Grant Award, unless otherwise approved. Completion is defined as submission by the Grantee to the Authority of the final report and documentation of Grant funds expended, accomplishments and other documentation that may be required by the Authority. The Authority will conduct such reviews as may be appropriate prior to issuing a notification in writing of the closure of the Grant. Any unexpended Grant funds at Project completion shall be returned to the Authority and/or de-obligated from the Grant prior to the closure of the Grant.

The Grantee may submit a written extension request to the Authority to include reasons for any delays, justification for the request, and a new schedule for completion that outlines the proposed major project milestones and timeline. The Authority may consider such requests and may, in its sole discretion, grant an extension of the Grant Period to complete the Project; provided, however, that the Authority definitively determines that all federal dollars shall be expended by December 31, 2026. The Authority may terminate the Grant if it cannot be completed in a timely manner and require that any portion of the Grant not disbursed to the Grantee be de-obligated and reverted back to the Authority for reallocation to other eligible projects at the discretion of the Authority, subject to any approvals required by Act 244.

Section 20: REPORTING REQUIREMENTS. The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any significant issues affecting the Project. Progress reports will be in such form as required by the Authority and are due on the first day of the quarter after Grant Award. Quarters begin and quarterly reports are due on January 1, April 1, July 1 and October 1 each year. Failure to submit progress reports will make the Grantee subject to the sanctions identified herein. A final close out and accomplishments report must be submitted at Project completion. The Grantee further agrees to complete and submit any and all other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the United States Treasury as such reports relate to the SLFRF and ARPA.

Section 21: MAINTENANCE OF RECORDS. The Grantee shall retain records for property purchased totally or partially with Grant funds for a period of five years after its final disposition or until December 31, 2031, whichever is later. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than five years. All other pertinent Grant and Project records including financial records, supporting invoices, receipts or other financial documentation, contracts, agreements, reports and other records shall be retained for a minimum of five years after notification in writing by the Authority of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 22: MONITORING. The Grantee acknowledges that the Grant is subject to 2 C.F.R. Part 200.331 regarding monitoring and management and that Grantee must maintain all Project-related or Grant-related records for review by the Authority (or other State agency) and/or the United States Treasury as may be required to ensure timely completion of the Project and compliance with the terms and conditions of this Agreement, SCIP guidelines, or other State or federal requirements. Such records shall be made available for random audit and review by the Authority (or other State agency) and/or the United States Treasury, which shall have access to personnel of the Grantee for purposes of interview and discussion related to the records. Generally, the monitoring entity will provide at least 24-hour advance notice of any review to be completed during business hours. Deficiencies noted during the review must be fully cleared within 30 days of notification, unless otherwise specified and prior to close out of the Grant. Failure to comply with these requirements will constitute a violation of this Agreement and the Grantee will be subject to sanctions as specified herein.

Section 23: PERFORMANCE. The Grantee shall become fully acquainted with the conditions related to the scope of work and other conditions contained in this Agreement. The failure or omission of the Grantee to become acquainted with these conditions shall not relieve him of any obligation with respect to the Grant or this Agreement. By acceptance of this Grant, the Grantee warrants that it will

complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should the Grantee fail to cause the completion of all or part of the Project, the Authority shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed. The Grantee agrees that it is responsible for providing matching contributions as approved in the Application, or any amendments appended hereto, and failure to provide such contributions in the approved amount may result in a pro rata reduction in the Grant funds. If completion of the Project does not require the full amount of the Grant, and the timing of the completion does not allow for re-obligation of the funds, the Authority may further reduce the adjusted amount of the Grantee's matching contribution in an amount equivalent to the remaining Grant funds, subject to any approvals required by Act 244.

Section 24: SANCTIONS. If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Authority may take any or all of the following actions in addition to seeking any other relief that it is entitled to by law or in equity:

- delay payment of grant funds until all required documentation has been received and approved;
- require repayment of all or a portion of any Grant funds provided;
- cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or
- other sanctions as deemed appropriate by the Authority.

Section 25: TERMINATION. The Authority may, upon written notification to the Grantee, terminate all or part of the Grant to be provided pursuant to this Agreement for cause or negligence by the Grantee. This Agreement may also be terminated, in whole or in part, with the mutual consent of the Authority and the Grantee, upon thirty (30) days written notification.

Section 26: RESPONSIBILITY FOR MAINTENANCE. Maintenance of facilities, structures, or other improvements paid for in whole or in part with Grant funds is the sole responsibility of the Grantee. Neither the Authority nor the State shall have any responsibility whatsoever to maintain such improvements relating to the Project. The Grantee may assign this responsibility to a third party.

Section 27: SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT. The Grantee and any Contractors under its supervision are required to comply with the South Carolina Illegal Immigration Reform Act requiring verification of lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

Section 28: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS. No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.

Section 29: CONFLICT OF INTEREST. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Grantee shall maintain a conflict of interest policy in compliance with federal requirements as set forth in Exhibit A, Section 4 and shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this

Agreement this provision prohibiting such interest. The Grantee shall further comply with Section 8-13-100 et. seq. of the Code and generally avoid any action that might result in or create an appearance of conflict.

Section 30: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION. The Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission to a third party for the purpose of obtaining the Authority's approval of the Application or any other approval or concurrence of the Authority required under this Agreement.

Section 31: LOBBYING. The Grantee is prohibited from using Grant funds for the purpose of lobbying the members of the United States Congress or Senate or the South Carolina General Assembly or any federal or State agency, including the restrictions on lobbying set forth in 31 CFR Part 21.

Section 32: POLITICAL ACTIVITY. None of the Grant funds or materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code.

Section 33: LEGAL SERVICES. No attorney-at-law shall be engaged through the use of any Grant funds provided under this Agreement in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.

Section 34: APPLICABLE LAW. This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and/or state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 35: NOTICES. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Authority shall be sent to:

Ms. Bonnie Ammons
Executive Director
South Carolina Rural Infrastructure Authority
1201 Main Street, Suite 1600
Columbia, SC 29201

Notices to Grantee shall be sent to:

Mr. Andrew Fulghum
Town Administrator
Jasper County
Post Office Box 1149
Ridgeland, South Carolina 29936-1149

Section 36: APPROPRIATIONS. Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are dependent upon the continued availability of appropriated funds and expenditure authority from the South Carolina General Assembly for this purpose. In the event sufficient appropriations, grants, and monies are not made available to the Authority to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Authority. In such event, the Authority shall certify to the Grantee the fact that sufficient funds have not been made available to the Authority to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 37: CONFIDENTIAL INFORMATION. Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Authority requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Authority; provided, however, that should Grantee be required by law, court order or some other form of compulsory process to disclose such information, the Grantee will give the Authority timely notice of such request prior to disclosure of the information.

Section 38: FREEDOM OF INFORMATION. The Grantee acknowledges and agrees that this Agreement and certain other information related to the Grant Award are or may be subject to public disclosure pursuant to the South Carolina Freedom of Information (FOI) Act and that the Grantee and the Authority are required to comply with the provisions of the FOI Act.

Section 39: COPYRIGHT. No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Authority shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 40: LIABILITY. The Grantee understands that the Authority accepts no liability for the Project or any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount of the Grant, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the Grant Period, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

Section 41: TERMS AND CONDITIONS. The Authority reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Authority and any other agency of the State.

Section 42: SEVERABILITY. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 43: ASSIGNABILITY: The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Authority.



EXHIBIT A

SUPPLEMENTAL TERMS AND CONDITIONS

1. Use of Funds.

- a. Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- c. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

2. Maintenance of and Access to Records

- a. Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations.

3. **Pre-award Costs.** Except for pre-award costs expressly outlined in the Agreement and authorized by the Authority, pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.



4. **Conflicts of Interest.** Grantee understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Grantees must disclose in writing to Treasury or the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
5. **Compliance with Applicable Law and Regulations.**
 - a. Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.



- v. **Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.**
 - vi. **Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.**
 - vii. **All contracts made by Grantee in excess of \$100,000 with respect to a water and sewer infrastructure project that involves employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).**
- c. **Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity.) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:**
- i. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;**
 - ii. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;**
 - iii. **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;**
 - iv. **The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and**



- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by RIA and local governments or instrumentalities or agencies thereto.



EXHIBIT B

FEDERAL AWARD IDENTIFICATION

1. Grantee's name: Jasper County
2. Grantee's Tax Identification Number (TIN): _____
3. Grantee's Unique Entity Identifier (UEI) for SAM.gov _____
4. Federal Award Identification Number (FAIN): SLFRP5410
5. Federal Award Date: March 3, 2021
6. Sub-Award Period of Performance¹: 4/24/2023 – 6/1/2026
7. Amount of federal funds obligated to the Grantee by the Agreement: \$1,827,338
8. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:

The State and Local Fiscal Recovery Funds (SLFRF) program authorized by the American Rescue Plan Act (ARPA) provides funding to make necessary investments in water, sewer, and infrastructure. The end goal/expected outcomes of these funds are to make the necessary investments in water and sewer infrastructure.

9. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Federal Awarding Agency: U.S. Treasury

Pass-Through Entity: South Carolina Rural Infrastructure Authority
Bonnie Ammons, Executive Director
1201 Main Street, Suite 1600
Columbia, South Carolina 29201
(803)737-0390 | info@ria.sc.gov

10. CFDA Number and Name: 21.027 Coronavirus State and Local Fiscal Recovery Funds
11. Is the grant award for research and development (R&D)? No

¹ Sub-Award Period of Performance is also Grantee's Grant Period as defined in the Agreement.

AGENDA

ITEM #21

AN ORDINANCE NO. O-2022-39

AUTHORIZING CERTAIN AMENDMENTS, MODIFICATIONS AND CHANGES TO THE COUNTY'S CODE OF ORDINANCES; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSOLIDATED FIRE SERVICE AGREEMENT BETWEEN JASPER COUNTY, SOUTH CAROLINA AND LEVY VOLUNTEER FIRE DEPARTMENT; AUTHORIZING THE APPROPRIATION OF COUNTY FUNDS UNDER THE TERMS OF SUCH AGREEMENT; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the County Council of Jasper County (the "*County Council*"), the duly elected governing body of Jasper County, South Carolina ("*County*"), is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the "*Fire Service Act*"), "[t]o establish, operate, and maintain a system of fire protection" within the County.

WHEREAS, Levy Fire Protection District (the "*Fire District*") is a fire service area created and existing under the authority of the County pursuant to the Fire Service Act and Ordinance No. 09-19 of County Council dated July 20, 2009, which is now codified at Chapter 9, Article IV, Division 4 of the County's code of ordinances (the "*Fire District Ordinance*").

WHEREAS, the Levy Volunteer Fire Department (the "*Levy VFD*") is a South Carolina non-profit organization organized for the purpose of providing fire protection services within certain unincorporated areas of the County near the City of Hardeeville, South Carolina.

WHEREAS, the geographical boundaries of the Fire District are coterminous with the operating boundaries of Levy VFD (the "*Service Area*"), a map of which is attached hereto as **Exhibit A**, and the County, acting on behalf of the Fire District, has historically contracted with Levy VFD to provide fire protection services within the Fire District utilizing the County's emergency services personnel and Levy VFD volunteers.

WHEREAS, the contractual arrangements for fire protection services within the Service Area between the County and Levy VFD, which presupposed insurance coverage through the County's insurance provider and liability limitations under the South Carolina Tort Claims Act, codified at Title 15, Chapter 78 of the Code of Laws of South Carolina 1976, as amended, are no longer sustainable.

WHEREAS, the parties now desire to fully transition the provision of fire service in the Service Area from Levy VFD to the Fire District.¹

WHEREAS, County Council is determined to enter into an agreement with the Levy VFD (the "*Consolidated Fire Service Agreement*") providing for (i) the County, acting through the Fire District, as consolidated with Levy VFD (the "*Consolidated System*"), to provide for fire service

¹ Even in the absence of such transition, the County, acting through the Fire District, could provide fire service to the exclusion of Levy VFD because Levy VFD is not a political subdivision in contravention of Section 4-19-10(b) of the Fire Service Act.

to the Service Area, and (ii) the transfer of certain fire-related assets from the Levy VFD to the County.

WHEREAS, the provisions of this Ordinance shall provide for the creation and establishment of the Consolidated System and the provision of fire-services to the Service Area by the Consolidated System under the terms of the Consolidated Fire Service Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF JASPER COUNTY, as follows:

Section 1. Recitals. Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct. The County Council has determined that the Consolidated System satisfies all of the requirements and conditions set forth and established in the Fire Service Act, and the authorization of the Consolidated Fire Service Agreement is in the best interests of the County and within its power and authority to implement, execute, deliver and perform.

Section 2. Approval of the Consolidated Fire Service Agreement; Acceptance of Assets; Accounts.

A. The County Council has received and reviewed the Consolidated Fire Service Agreement. The Consolidated Fire Service Agreement provides Levy VFD's consent and agreement to the acquisition of its fire service assets by the County. The County Council hereby authorizes the County Administrator to execute and deliver the Consolidated Fire Service Agreement in substantially the form attached hereto as **Exhibit B** and agrees to take all necessary actions to comply with, conform to its terms, and implement the same. The consummation of the transactions and undertakings described in the Consolidated Fire Service Agreement, and such additional transactions and undertakings as may be determined by the County Administrator, as necessary or advisable, are hereby approved.

B. The Consolidated Fire Service Agreement and its terms shall become effective upon the "Effective Date and Time" as such term is defined in the Consolidated Fire Service Agreement.

C. All real property, personal property (excluding certain all cash and investments) and other assets of the Levy VFD, as recited in the Consolidated Fire Service Agreement, are accepted, ratified and received and may be further accepted and received prior to the Effective Date and Time as deemed necessary to effect and implement the provisions of the Consolidated Fire Service Agreement. Further, all real property, personal property (excluding certain all cash and investments) and other assets of the Levy VFD, as transferred and conveyed to the County under the Consolidated Fire Service Agreement or as may be otherwise authorized under this Ordinance, are assumed and received.

D. The County expressly appropriates a sum equal to the Purchase Price (as such term is defined in the Consolidated Fire Service Agreement) for the benefit of Levy VFD under the terms of the Consolidated Fire Service Agreement. The Purchase Price shall be made and payable

from the County's general fund, and to the extent not specifically budgeted, such amount shall be made available from the County's capital reserve fund.

Section 3. Amendment and Restatement of Fire District Ordinance. The Fire District Ordinance, as codified in the County's code of ordinances at Chapter 9 – "Civil Emergencies", Article IV – "Fire Protection Districts", Division 4 – "Levy Fire Protection District" (Section 9-96) shall be amended and restated to now read as provided below. Additionally, to the extent the Fire Service Act does not permit amendments to existing fire protection districts created thereunder, the provisions hereinbelow shall be considered to effect the termination of the existing Fire District and as the establishment Consolidated System, as a fire protection district, under the Fire Service Act that shall be specifically tasked and authorized to perform the functions and powers described hereinbelow.

Chapter 9 – CIVIL EMERGENCIES

Article IV – Fire Protection Districts

Division 4 – Levy Fire Protection District

Sec. 9-96. Levy Fire Protection District - Generally.

(1) Pursuant to the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended and Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (together, the "Act"), the Levy Volunteer Fire Department (the "Levy VFD") shall be administratively consolidated by the County thereby reconstituting the Levy Fire Protection District.

(2) Formal Name. Upon the inclusion of Levy VFD, the consolidated fire service area shall continue to be known and referred to as "Levy Fire Protection District."

(3) Administration. The Levy Fire Protection District shall initially be operated as a commission under the authority of the County called the "Levy Fire Protection District Board" (the "Board"). The Board shall initially consist of five (5) voting members. Three (3) members of the Board shall be appointed by the County Council from the Levy Fire Protection District service area (the "Appointed Members") and, for purposes of the initial appointees, at least two (2) of the three (3) Appointed Members shall be former board members of Levy VFD. The Chair and Vice Chair of the County Council shall also serve on the Board in an *ex-officio* capacity. Other than the *ex officio* members, who shall serve for a period of time conforming to their respective positions, the Appointed Members shall serve staggered terms. The initial Appointed Members shall serve terms as follows: one Appointed Member shall serve an initial term until June 30, 2023, one Appointed Member shall serve an initial term until June 30, 2024; and Appointed Member shall serve an initial term until June 30, 2025. As the terms of the initial Appointed Members expire, Appointed Members will be appointed to serve three-year terms

thereafter. All Appointed Members of the Board may serve for successive terms of appointment, but in no event may any Appointed Member serve more than three consecutive terms. All Appointed Members shall serve until a qualified successor is appointed to serve. Any vacancy of an Appointed member, regardless of how such vacancy occurs, shall be filled by Council for the remainder of such member's term. The Board shall organize and arrange meetings as necessary and shall further make arrangements to elect necessary officers, including a chair to preside over meetings.

Sec. 9-96A - Powers, Duties and Responsibilities.

(1) The Board shall have the power to recommend policies, practices and procedures for final approval by County Council regarding the following matters:

(a) Acquisition of capital items, including facilities, rolling stock and equipment as necessary for the purpose of controlling fire(s) within its service area;

(b) Suggest sites or places within its service area where fire-fighting equipment must be kept;

(c) Review and make recommendations regarding senior personnel assigned to the Levy Fire Protection District;

(d) Establishment and operation of a fire auxiliary task force, consisting of community volunteers to assist in the day-to-day operations in support of Levy Fire Protection District;

(e) Make recommendations on the use of available capital funding sources; and

(f) Promulgate such regulations as may be necessary to ensure that fire operations and equipment are being used to the best advantage of the Levy Fire Protection District.

(2) In order to properly operate, maintain and manage the Levy Fire Protection District, the County Council shall have all powers granted under the Act as necessary to govern the Levy Fire Protection District.

Sec. 9-96C - Procurement.

The Levy Fire Protection District shall be governed by the administrative rules of procedure governing other County agencies/departments and shall additionally comply with and be governed by the County's procurement code. Equipment and facilities, to the extent practicable, shall be compatible with other County equipment and facilities.

Sec. 9-96D - Taxes and Fees.

- (1) There may be levied ad valorem property taxes within the boundaries of the Levy Fire Protection District for operation and maintenance purposes. All real and personal property currently within the boundaries of the Levy Fire Protection District shall be assessed and taxed in accordance with the provisions of South Carolina law.
- (2) The Levy Fire Protection District may impose rates and charges for operation and maintenance purposes in the discretion of the County Council.
- (3) However, and in lieu of the levy of taxes or fees within the Levy Fire Protection District, funds, as determined in the annual budget of the County Council and as further described in Sec. 9-96E below, may be directly appropriated by the County in which case only a portion of, or none of, the taxes and fees authorized in subsections (a) or (b) above will be levied.

Sec. 9-96E - Use of Revenues; Budget.

- (1) All revenues and funds collected for the benefit and use of the Levy Fire Protection District shall be deposited with the County Treasurer under the name of the Levy Fire Protection District.
- (2) Disbursements shall be made under the terms and conditions of the annual budget, as approved by County Council. No funds shall be expended for purposes other than as allocated in the annual budget unless authorized or approved by the County Council through an amendment to the annual budget.

Sec. 9-96F - Bonds.

In order to provide for facilities, rolling stock, equipment and other needs of the Levy Fire Protection District, the County may issue, with or without an election, general obligation bonds (in a single issue or several separate issues) by the County on behalf of the Levy Fire Protection District; such bonds shall be secured by the full faith, credit and taxing power of the County and shall be initially payable from ad valorem taxes levied and collected within the Levy Fire Protection District.

Sec. 9-96F - Auditing.

The Levy Fire Protection District shall be subject to an audit by the County's auditing firm in the same manner as any other department of the County.

Sec. 9-96F - Certain Actions Requiring Approval.

Absent the written approval of the County Council, the Levy Fire Protection District shall not (a) enter into any contract to purchase, lease, convey or sell real estate, (b) borrow any

money (including lease-obligations), or (c) enter into any contracts, which have not been previously ratified through the budget process.

Sec. 9-96G – Geographic limits of the Levy Fire Protection District.

The geographic limits of the Levy Fire Protection District are as follows:

The Levy Fire Protection District encompasses that portion of southern Jasper County bounded on the north by Union Creek, the limits of the City of Hardeeville, thence along the northern boundaries of TMS numbers 009-00-06-016, 009-00-06-048, 009-00-06-011, 009-00-06-013, 009-00-06-047, 009-00-06-075, 009-00-06-096, 009-00-06-112, 009-00-06-189, 009-00-06-115, 009-00-06-133, 009-00-06-132, 009-00-06-131, 009-00-06-130, 009-00-06-161, to the intersection of Freedom Parkway (S.C. Hwy 170); then along the boundary of Freedom Parkway to its intersection with Plantation Drive (S. C. Hwy 46); then north along Plantation Drive to the northern boundary of TMS number 040-00-04-004 and then along that boundary to the New River; on the east by the New River and the Atlantic Ocean; and on the south and west by the Savannah River. All of which is more particularly shown on a map of the proposed district included as an Exhibit to the approval ordinance and on display at the Offices of the Jasper County Emergency Services, 1509 Grays Highway, Ridgeland, South Carolina 29936, and which may be viewed during normal business hours.

Section 4. Public Hearing. Prior to the date of enactment of this Ordinance, the County did hold a public hearing on January 17, 2023 regarding the implementation and establishment of the Consolidated System. The Notice of Public Hearing was published three-times in the *Island Packet*, which is a newspaper of general circulation in the County. First publication of such notice did occur not less than sixteen (16) days prior to the date of the public hearing and all interested parties were given an opportunity to speak in favor of or against this Ordinance.

Section 5. Notice of Enactment. Subsequent to the enactment of this Ordinance, a notice of enactment of this Ordinance, the form of which is attached hereto as **Exhibit C**, shall be published once a week for two (2) successive weeks in the *Island Packet*, which is a newspaper of general circulation in the County.

Section 6. Further Action. The County Administrator, in his individual capacity, is hereby authorized to take such other and further actions as he deems necessary or appropriate to carry out the terms and the intent of this Ordinance. Any actions previously undertaken by the County Administrator, County Council or Levy VFD in connection with the execution and delivery of the implementation Consolidated Fire Service Agreement prior to the enactment of this Ordinance are ratified and confirmed.

Section 7. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, is held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 8. Limitation of Rights. That nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 9. Inconsistency. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 10. Effective Date. This Ordinance shall take effect immediately upon its enactment by the County Council; however, the provisions of the Consolidated Fire Service Agreement shall not become effective until the Effective Date and Time (as such term is defined in the Consolidated Fire Service Agreement).

DONE AND ENACTED BY COUNCIL ASSEMBLED this 15th day of May 2023.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Jasper County Council

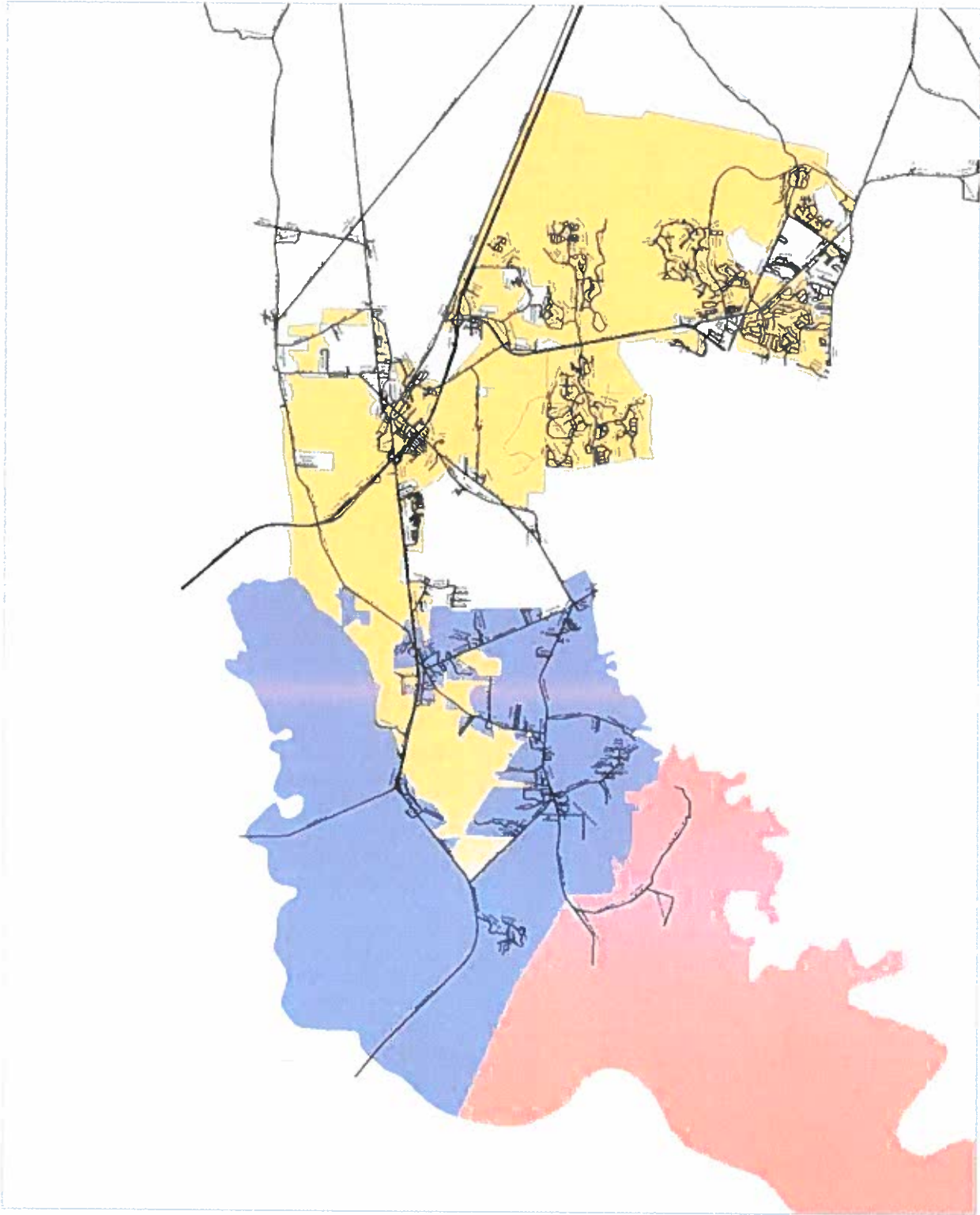
ATTEST:

Clerk to Council

Ordinance # O-2022-39
First Reading: December 5, 2022
Public Hearing: January 17, 2023
Second Reading: January 17, 2023
Third Reading: May 15, 2023

EXHIBIT A

MAP OF SERVICE AREA



(Yellow = City of Hardeeville, Lavender/Pink = Fire District)

EXHIBIT B

FORM OF CONSOLIDATED FIRE SERVICE AGREEMENT

EXHIBIT C

NOTICE OF ENACTMENT

On May 15, 2023, the Jasper County Council (the "**County Council**"), the governing body of Jasper County, South Carolina (the "**County**") enacted an Ordinance entitled, "AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS, MODIFICATIONS AND CHANGES TO THE COUNTY'S CODE OF ORDINANCES; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSOLIDATED FIRE SERVICE AGREEMENT BETWEEN JASPER COUNTY, SOUTH CAROLINA AND LEVY VOLUNTEER FIRE DEPARTMENT; AUTHORIZING THE APPROPRIATION OF COUNTY FUNDS UNDER THE TERMS OF SUCH AGREEMENT; AND OTHER MATTERS RELATING THERETO" (the "**Ordinance**"). As required by Section 4-19-20(5) of the Code of Laws of South Carolina 1976, as amended, you are advised of the following:

1. Levy Fire Protection District (the "**Fire District**") is a fire service area created and existing under the authority of the County pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the "**Fire Service Act**") and Ordinance No. 09-19 of County Council dated July 20, 2009, which is now codified at Chapter 9, Article IV of the County's code of ordinances (the "**Original Fire District Ordinance**" and together with the Ordinance, the "**Fire District Ordinance**").

2. The Levy Volunteer Fire Department (the "**Levy VFD**") is a South Carolina non-profit organization organized for the purpose of providing fire protection services within certain unincorporated areas of the County near the City of Hardeeville, South Carolina.

3. Under the terms of the Fire District Ordinance, and subject to the execution and delivery of that certain Consolidated Fire Service Agreement between the County (on behalf of the Fire District) and Levy VFD (the "**Agreement**"), the County has authorized the consolidation of Levy VFD into the Fire District.

4. The service area and boundaries of the Fire District shall consist of all those areas described in the Fire District Ordinance (the "**Service Area**").

5. Upon the Effective Date and Time (as defined in the Agreement), the County (acting on behalf of the Fire District) shall be authorized to assess and collect ad valorem taxes within the Service Area for the operation and maintenance of the Fire District. Additionally, the County shall be further authorized to impose rates and charges within the Service Area for operation and maintenance of the Fire District. However, the taxes, rates and charges may be reduced or diminished to the extent funds for the operation and maintenance of the Fire District are appropriated by the County in the annual budget for the Fire District.

6. The Fire District shall be governed by a five member board, consisting of three appointed members and two ex officio members of the County Council. The Fire District shall be authorized to issue general obligation bonds, payable from ad valorem taxes levied within the Fire District, in order to defray the costs of providing fire protection services within the Service Area. Any general obligation bonds must be issued by, and are subject to the express approval of, the

County. To the extent any indebtedness of the Levy VFD remains or exists as of the date hereof, the County has committed to timely exercise the redemption of such obligations under the terms of the Agreement.

AGREEMENT FOR CONSOLIDATED FIRE SERVICE BY AND BETWEEN JASPER COUNTY AND THE LEVY VOLUNTEER FIRE DEPARTMENT

This **AGREEMENT FOR CONSOLIDATED FIRE SERVICE** (this “*Agreement*”) is entered into as of the 1st day of July 2023 at 12:00:01 a.m. (the “*Effective Date and Time*”) by and between Jasper County, South Carolina (the “*County*”), acting on behalf of the Levy Fire Protection District (the “*Fire District*”), and the Levy Volunteer Fire Department (the “*Levy VFD*” and together with the County, the “*Parties*”). However, it is expressly recognized and understood that certain actions herein may occur or may be required to occur on or before the Effective Date and Time.

WHEREAS, Levy VFD is a South Carolina nonprofit organization organized for the purpose of providing fire protection services within certain unincorporated areas of the County near the City of Hardeeville, South Carolina.

WHEREAS, the County Council of Jasper County (the “*County Council*”), the duly elected governing body of the County, is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “*Fire Service Act*”), “[t]o establish, operate, and maintain a system of fire protection” within the County. By the terms of Ordinance No. 09-19 dated July 20, 2009, as amended and reestablished by Ordinance No. O-22-039 dated May 15, 2023 (as amended, the “*Fire District Ordinance*”)¹, County Council created the Fire District under the provisions of the Fire Service Act.²

WHEREAS, the geographical boundaries of the Fire District are coterminous with the operating boundaries of Levy VFD (the “*Service Area*”), and the County, acting on behalf of the Fire District, has historically contracted with Levy VFD to provide fire protection services within the Fire District utilizing the County’s emergency services personnel and Levy VFD volunteers.

WHEREAS, the Parties now desire to fully transition the provision of fire service in the Service Area from Levy VFD to the Fire District.

WHEREAS, the County and Levy VFD have determined that it is in their respective best interests that the assets of the Levy VFD be transferred to the County, thereby consolidating the assets of both Levy VFD and the Fire District into an integrated system of fire service and protection under the terms of this Agreement.

NOW, THEREFORE, and in consideration of the promises and mutual covenants and obligations contained herein, the sufficiency of which are agreed by the Parties, the County and Levy VFD do hereby agree as follows:

¹ All references to the approvals for this Agreement in the Fire District Ordinance shall reference to the most recent amendment, a copy of which is attached hereto as **EXHIBIT A**.

² Now codified at Chapter 9, Article IV of the County’s code of ordinances.

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1. Definitions. The terms defined below are used in this Agreement with meanings ascribed thereto unless a different meaning is plainly intended.

“Agreement” means this Agreement for the Consolidated Fire Service by and between Levy VFD and the County.

“Consolidated System” means Levy VFD System and the Fire District System, as consolidated into a single system under the ownership and control of Fire District pursuant to the provisions hereof, as may be amended from time to time in the sole discretion of the County.

“Environmental Laws” means any federal, state, local, or foreign law (including, without limitation, common law), treaty, judicial decision, regulation, rule, judgment, order, decree, injunction, permit, or governmental restriction or any agreement with any governmental body or other third party, whether now or hereafter in effect, relating to the environment, human health and safety, or to pollutants, contaminants, wastes, or chemicals or any toxic, radioactive, ignitable, corrosive, reactive, or otherwise hazardous substances, wastes, or materials.

“Fire District System” means the fire service and protection system owned operated by the County for the benefit of the Fire District.

“Levy VFD System” means all of the assets of the Levy VFD, as such assets are further described in **EXHIBITS C, D, and E** and any Non-Enumerated Real Property Interests (as described in Section 2.3(b) herein).

“Levy VFD Resolution” the resolution of Levy VFD dated April 5, 2023 approving this Agreement and the actions herein.

“Purchase Price” means the total sum of \$1,265,008.00 to be paid by the County into an account established for the benefit of the Fire District and Levy VFD in full and complete payment for the rights, interests and assets to be transferred pursuant to this Agreement.

“Transfer Date” means the date and time immediately following the enactment of the Fire District Ordinance (as amended) and the adoption of the Levy VFD Resolution.

ARTICLE II
AGREEMENT TO TRANSFER AND ACQUIRE CERTAIN ASSETS

SECTION 2.1. Services; Term

(a) **Efficient Service.** The County and Levy VFD agree that the customers and users of Levy VFD System and the residents of Levy VFD will obtain safer, more economical, and efficient fire protection services if Levy VFD System is consolidated with the existing Fire District System into the Consolidated System under the ownership and control of the County. The Parties hereto

have therefore determined that Levy VFD System shall be sold and transferred to the County.

(b) Withdrawal; Cessation. Upon the Effective Date and Time, Levy VFD shall (i) withdraw from the business of providing fire service and protection and (ii) cease all active fire-service related activities; however, the cessation provided above shall not affect any efforts to financially support and raise resources for the benefit of the Fire District by Levy VFD, which may be continued as a support organization or foundation for the benefit of the Fire District.

(c) Term. This Agreement shall terminate upon the earlier of (i) two years from the Effective Date and Time, or (ii) all funds in the Account (as defined herein) having been expended.

SECTION 2.2. *Conditions to Closing*: The following shall be conditions precedent to the obligation of the Parties to proceed with the transfer of Levy VFD System:

(a) The enactment by the County of the Fire District Ordinance, an executed version of which shall be included herewith as **EXHIBIT A**.

(b) The approval by Levy VFD of the Levy VFD Resolution, an executed version of which shall be included herewith as **EXHIBIT B**.

If the closing shall fail to occur as the result of the failure of any condition precedent, each Party shall be responsible for its own costs.

SECTION 2.3. *Assets Transferred to the County*. The Parties understand and agree that all real and personal property of Levy VFD used or useful for firefighting purposes would become uniquely useful to the Consolidated System and uniquely useless to Levy VFD as it has determined to discontinue the direct provision of fire service within Levy VFD. As a result, Levy VFD shall transfer and the County shall acquire certain assets of Levy VFD System as provided in this Section. All real property, personal property, and other assets of Levy VFD, excluding certain remaining cash and investments, shall be transferred and conveyed to the County prior to the Effective Date and Time as deemed necessary to effect and implement the provisions of the Agreement; any such transfer may occur on or after the Transfer Date. The following provisions enumerate the assets constituting Levy VFD System, which shall be transferred to the County:

(a) Fixed Assets, Real Property, Easements and Rights-of-Way. Levy VFD hereby transfers to the County:

(i) Fixed Assets. All personal property, including but not limited to any vehicles, turnout gear, computers, radios, or other equipment used only in Levy VFD's firefighting operation. A bill of sale of all the fixed assets transferred to the County, and a list of all property specifically included with an agreed upon valuation in excess of \$1,000.00, is attached as **EXHIBIT C-1**. Property excluded from this transfer shall be segregated and disposed of by Levy VFD prior to the Transfer Date. To the extent any of the fixed assets are subject to liens or serve as secured property for any obligations of Levy VFD, such obligations shall be assigned or transferred to the County in accordance with the provisions of Section 2.3 hereof.

(ii) Real Property. Certain real property used in the provision of fire service or in operating Levy VFD System, including: 3677 Bellinger Hill Road, TMP 072-00-01-045 and 2721 Levy Road, TMP 038-00-05-006. Deed(s) for the aforementioned parcels of real property transferred to the County are attached as **EXHIBIT D**.

(b) Non-Enumerated Real Property Interests. The Parties recognize and acknowledge that the real property interests listed above not be exhaustive and that certain interests in real property associated with Levy VFD System, including rights of way, easements, other fee simple interests, and other interests in real property associated with Levy VFD System, may not be specifically enumerated therein. It is the express intention of the Parties to transfer to the County all rights-of-way, easements, other fee simple interests, and other interests in real property, including prescriptive rights, that are associated with the provision of fire service or in operating Levy VFD System whether they are listed in the exhibits to this Agreement or not. Levy VFD agrees to use its best efforts to maintain those records and documents in its possession that are related to rights-of-way, easements, other fee simple interests, and other interests in real property associated with Levy VFD System and will locate such documents and provide them to the County upon reasonable request. After the Transfer Date and during the pendency of this Agreement, Levy VFD agrees to execute any documents necessary or convenient to perfect the transfer or recording of the transfer of any such non-enumerated interests in real property to the County.

(c) Contracts, Permits, Records, Reports. Levy VFD hereby transfers and assigns to the County all outstanding contracts, permits, permit files, drawings, engineering reports and other documents related to Levy VFD System as well as any warranty rights or claims against third parties related to Levy VFD System. The documents transferred include without limitation all documents concerning regulatory and compliance reports, studies, response-time records, maintenance records, reports and evaluations, engineering studies, and information related to capital improvement projects, insurance claims and other liabilities.

(d) Other Claims and Payments. Levy VFD hereby transfers to the County all other claims, refunds, payments, awards or revenues related to Levy VFD System that both accrue and become payable to Levy VFD after the Transfer Date, except as otherwise provided herein.

(e) Levy VFD conveys all monies in the 1% Fund that is currently held with South State Bank to the County. Such monies shall be transferred in accordance with instructions provided to Levy VFD from the County on or prior to the Effective Date and Time. All monies in the 1% Fund shall only be used in accordance with the laws and regulations applicable to such funds. For the benefit of the Parties, such accounts, including necessary transfer information, may be included in the list of contractual obligations attached hereto as **EXHIBIT E** (see Section 2.5 below).

SECTION 2.4. Operation of Levy VFD System Prior to the Effective Date and Time. Pending the occurrence of the Effective Date and Time, Levy VFD shall continue to operate Levy VFD System. To the extent any personal or real property assets of Levy VFD are transferred to the County prior to the Effective Date and Time, Levy VFD shall be authorized to continue using any and all such assets, which, in its sole discretion, are necessary to sustain fire-service and protection within Levy VFD until the Effective Date and Time.

SECTION 2.5. *Assumption of Obligations by the County.* (a) Debt Obligations. The County will redeem, in full, all debt obligations as so noted on **EXHIBIT E** prior to the Effective Date and Time.

(b) Contractual Obligations. To the extent there are any contractual obligations, other than indebtedness, such obligations may be redeemed, assigned or conveyed to the County, in its discretion; however, as a result of the transfer herein, no portion of any obligations shall remain with Levy VFD.

(c) Listing of Obligations. Attached hereto as **EXHIBIT E** is a list of all debt, contractual, permit or other payment obligations related to Levy VFD System, the responsibility for which is hereby transferred to the County for amounts due and payable after the Effective Date and Time. As may be applicable by the respective terms of such agreements, all items listed in **EXHIBIT E** shall be subject to assignment and transfer to the County. The County shall have no responsibility relating to debt, contractual, permit or other payment obligations Levy VFD may have incurred related to Levy VFD System arising before the Effective Date and Time if such obligations are not listed on **EXHIBIT E**. Except as controlled by this Agreement, any and all prior agreements between Levy VFD and County regarding fire-service within or by Levy VFD are deemed void by the Parties and no longer enforceable against either Party. All payment or other obligations that the County assumes as a result of this transfer are specifically itemized and disclosed in this Agreement. Except as set forth herein, no other funds, accounts, notes, loans, deposits, obligations, payment responsibilities or liabilities of any kind are assumed by the County or transferred to it. The County shall have no responsibility relating to the payment and/or performance of any responsibilities, contractual or otherwise, that Levy VFD may have entered into except as listed herein. Levy VFD shall continue to meet all such requirements and obligations related to Levy VFD System after Effective Date and Time that are not itemized herein.

SECTION 2.6. *Pre-existing Environmental Liability or Other Liability.* Levy VFD will not bear any responsibility to pay any response and clean-up costs, claims and damages for any environmental liability or other liability related to Levy VFD System that may arise out of conditions that were caused or existed prior to the Effective Date and Time. The County is purchasing Levy VFD System “as-is”, with no such warranties or representations of any kind being made by Levy VFD, except as may be otherwise expressly stated herein.

SECTION 2.7. *Payment of Purchase Price; Closing; Retention of Funds.* (a) Purchase Price. On or prior to the Effective Date and Time, the County shall establish a restricted account for the benefit of the Fire District (the “*Account*”) into which the Purchase Price shall be paid. Thereafter, the funds in the Account may be spent only on capital items related to the provision of fire service within the Fire District (i.e. facility improvements, equipment, etc.). The Board (as such term is defined in the Fire District Ordinance) shall make recommendations to County Council as to suggested uses for funds in the Account. Initial recommendations are included as **Exhibit F**. Upon the proper expenditure of all proceeds of the Purchase Price within the Account, the Account may be collapsed and terminated by the County, acting on behalf of the Fire District.

(b) Title. Levy VFD shall transfer to the County title to all Levy VFD System assets free and clear of all liens. Each Party shall pay its own costs of the transaction.

(c) Accounts. Levy VFD will retain all monies contained in its donation and call-run account, which is current held with South State Bank.

SECTION 2.8. *Fire & Emergency Services.*

(a) It is the overriding goal of the Parties that the Consolidated System shall provide substantially improved fire service (over existing operations). The Parties intend that the Consolidated System will result in the implementation of 24/7 (24 hours per day, 7 days per week) fire and emergency/rescue service coverage within its service area. Commensurate with the implementation of 24/7 coverage, each permanent substation within the Service Area will provide 4 total personnel, consisting of 2 EMS/Ambulance personnel and 2 fire suppression personnel. At least one emergency service vehicle will be housed at a permanent substation located within the Service Area. Initially, that permanent substation will be Station 20, which is located at 2721 Levy Road, Hardeeville, SC 29927.

(b) Subject to conformance with County employment requirements and training requirements, all existing volunteer fire personnel of Levy VFD shall be considered for available positions with the Fire District.

(c) Subject to unforeseen economic circumstances affecting the entire County, failure to reach or maintain the staffing thresholds provided in this Section 2.8 shall not be considered a default under this Agreement and do not constitute grounds to terminate this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES

SECTION 3.1. *Representations and Warranties of Levy VFD.* Levy VFD hereby represents and warrants to the County as follows:

(a) Authorization. Levy VFD has taken action necessary by its governing body to (i) enter into this Agreement, (ii) transfer Levy VFD System to the County, (iii) grant to fire service rights to the County all as set forth in Fire District Resolution, a copy of which is attached hereto as **EXHIBIT B**.

(b) No Conflict, Breach, or Default. The execution and delivery of this Agreement and the performance by Levy VFD of its obligations hereunder will not conflict with or constitute a breach of or default under (i) any contract or agreement to which Levy VFD is a party or by which Levy VFD is bound or to which the assets of Levy VFD System are subject, (ii) any law, regulation, administrative or judicial order, or any judgment or decree to which Levy VFD or Levy VFD System is subject, or (iii) the charter or any resolutions of Levy VFD.

(c) Title to Levy VFD System. Levy VFD has insurable legal title to all the assets (as set forth in Section 2.3 of this Agreement) of Levy VFD System to be transferred hereunder, subject to no lien or claim.

(d) Contracts. Levy VFD represents and warrants that it is not a party to any contracts related to Levy VFD System except for the contracts listed on **EXHIBIT E** attached hereto.

(e) Environmental Matters. Levy VFD is not aware of any actual or potential liabilities in connection with Levy VFD System or any other property now or previously constituting a part of Levy VFD System arising under or relating to Environmental Laws, and is not aware of any facts, events, conditions, situations, or sets of circumstances that could reasonably be expected to result in or be the basis for any such liability. Levy VFD believes Levy VFD System to be in material compliance with all Environmental Laws. Levy VFD has not engaged in, and is not aware of, any studies or reports or activities or conditions pertaining to the environmental condition of Levy VFD System other than as have been specifically disclosed in writing to the County. The County acknowledges, however, that it is accepting and purchasing Levy VFD System in its “as-is” condition and subject to Section 2.3.

(f) Continued Operation. Until the Effective Date and Time, Levy VFD will operate and maintain Levy VFD System pending transfer to the County according to its ordinary standards and practices, using sound engineering and operating practices, and take all actions necessary to prevent any undue degradation or damage to the assets comprising Levy VFD System.

SECTION 3.2. Representations and Warranties of the County. The County hereby represents and warrants to Levy VFD as follows:

(a) Due Authorization, Execution, and Delivery. The County has taken action necessary by its governing body to (i) enter into this Agreement, (ii) accept Levy VFD System and (iii) provide fire service to Levy VFD all as set forth in the Fire District Ordinance, a copy of which is attached hereto as **EXHIBIT A**. The County has full right, power, and authority (i) to enter into this Agreement, (ii) to acquire and thereafter operate Levy VFD System, and (iii) to perform all its obligations hereunder. The County has taken all actions necessary to authorize the execution and delivery of this Agreement and all other documents, instruments, or agreements necessary to effectuate the intent hereof. No further action, consent, or approval is required by the County, Fire District or by any governmental body to approve, consent to, or permit the performance by the County of its obligations hereunder or to acquire and operate Levy VFD System as contemplated hereunder.

(b) No Conflict, Breach, or Default. The execution and delivery of this Agreement and the performance by the County of its obligations hereunder will not conflict with or constitute a breach of or default under (i) any contract or agreement to which the County is a party or by which the County is bound or to which the assets of the Fire District System are subject, (ii) any law, regulation, administrative or judicial order, or any judgment or decree to which the County or the Fire District System is subject, or (iii) the County act or any resolutions or bylaws of the County.

SECTION 3.3. Default. In the event either Party discovers that any representation is untrue in any material respect or any warranty is breached in any material respect, the cost of correcting any problem resulting therefrom or of paying or responding to any resulting claims, including reasonable attorney’s fees, shall be borne by the Party whose representation is untrue or whose warranty is breached. In the event either Party fails to timely perform its obligations

hereunder, the other Party may initiate action to compel compliance in any court of competent jurisdiction. The costs of such action shall be recoverable from the defaulting Party.

**ARTICLE IV
MISCELLANEOUS**

SECTION 4.1. *Counterparts.* This Agreement may be executed in counterparts, which when assembled shall constitute but one original Agreement.

SECTION 4.2. *Severability.* The provisions hereof are severable and in the event any one or more of such provisions is void or unenforceable, the remainder of this Agreement shall constitute the agreement between the Parties as to the subject matter hereof.

SECTION 4.3. *Effect of Dissolution of a Party.* In the event either the County (including Fire District) or Levy VFD for any reason shall be dissolved, consolidated or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations, and agreements contained in this Agreement by or on behalf of or for the benefit of such Party shall bind or inure to the benefit of the successor or successors thereof.

SECTION 4.4. *Manner of Giving Notice.* All notices, demands, and requests to be given to or made hereunder by the County or Levy VFD shall be given or made as indicated below or in writing and shall be deemed to be properly given or made if sent by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

As to the County:

Jasper County
Attn: County Administrator
358 Third Avenue, Suite 303
Ridgeland, SC 29936

As to Levy VFD:

Levy Volunteer Fire Department
c/o Aaron Saxon
2721 Levy Road
Hardeeville, SC 29927

Any such notice, demand, or request may also be transmitted to the appropriate above-mentioned Party by email or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above. Any of such addresses may be changed at any time upon written notice of such change sent by United States certified mail, return receipt requested, postage prepaid, to the other Parties by the Party effecting the change.

SECTION 4.5. *Parties Alone Have Rights under Agreement.* Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than the County, the Fire District and Levy VFD any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof. This Agreement and each provision herein are intended to be and are for the sole and exclusive benefit of the County and Levy VFD.

SECTION 4.6. *Headings.* Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

SECTION 4.7. *Further Authority.* The officers of the County and Levy VFD, their attorneys, engineers, and other agents or employees are hereby authorized to do all acts and things required of them by this Agreement for the full, punctual, and complete performance of all of the terms, covenants, and agreements contained herein.

SECTION 4.8. *Choice of Forum.* The Parties hereto agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement of the transactions described herein may be brought only in the Court of Common Pleas for Jasper County, South Carolina, or in the original jurisdiction of the South Carolina Supreme Court.

SECTION 4.9. *Survival.* Notwithstanding the termination of this Agreement under Section 2.1(c) hereof, Sections 2.7, 2.8 and 2.9 of this Agreement shall expressly survive the termination of this Agreement.

SECTION 4.10. *Rules of Construction.* Words of masculine gender shall be deemed and construed to include correlative words of feminine and neuter genders and, unless the context shall otherwise indicate, words in singular shall also be plural and vice versa. The intent of this Agreement is to provide for the consolidation of Levy VFD System and the Fire District System. To that end, in the event any one or more provisions hereof are determined to be void, invalid, or unenforceable, so long as the remainder of this Agreement is sufficient to accomplish its primary

purpose, such void, invalid, or unenforceable provision shall be severed herefrom and the balance hereof shall constitute the agreement of the Parties hereto. Certain representations, warranties, franchises, and covenants are not verifiable or to be performed until after the Transfer Date; therefore, the provisions hereof shall survive the Transfer Date and the transfers contemplated.

SECTION 4.11. *Amendments.* This Agreement may be amended only by written agreement executed by both Parties and delivered as set forth in Section 4.4 herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its duly authorized officer as of the date first hereinabove written.

JASPER COUNTY,
SOUTH CAROLINA

[SEAL]

ATTEST:

County Administrator

Clerk to County Council

Signature Page of the County

IN WITNESS WHEREOF, Levy VFD has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

LEVY VOLUNTEER FIRE DEPARTMENT

WITNESS:

LIST OF EXHIBITS

EXHIBIT A An ordinance of the County Council of Jasper County entitled “AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS, MODIFICATIONS AND CHANGES TO THE COUNTY’S CODE OF ORDINANCES; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSOLIDATED FIRE SERVICE AGREEMENT BETWEEN JASPER COUNTY, SOUTH CAROLINA AND LEVY VOLUNTEER FIRE DEPARTMENT; AUTHORIZING THE APPROPRIATION OF COUNTY FUNDS UNDER THE TERMS OF SUCH AGREEMENT; AND OTHER MATTERS RELATING THERETO” dated May 15, 2023.

EXHIBIT B A resolution of governing board of Levy VFD entitled, “A RESOLUTION OF THE BOARD OF THE LEVY VOLUNTEER FIRE DEPARTMENT AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSOLIDATED FIRE SERVICE AGREEMENT BETWEEN LEVY VOLUNTEER FIRE DEPARTMENT AND JASPER COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.” dated April 5, 2023.

EXHIBIT C Bill of Sale for Levy VFD System, including all fixed assets

EXHIBIT C-1 List of Items Excluded from Bill of Sale

EXHIBIT D Deeds: Real Property Associated with Levy VFD System

EXHIBIT E Obligations

EXHIBIT F Initial Recommendations

EXHIBIT A

COPY OF COUNTY'S ORDINANCE

EXHIBIT B

RESOLUTION OF LEVY VOLUNTEER FIRE DEPARTMENT

uses and purposes, without reliance on any representations made by Levy VFD, or its employees or agents.

To have and to hold the same to the County its successors and assigns, to its or their use forever.

And Levy VFD hereby covenants with the County that it has had lawful ownership or possession of said equipment, that said equipment is free from all encumbrances, except as mentioned. That Levy VFD, through its duly authorized representative subscribed and attested below, has good right and authority to convey the same as aforesaid and to execute this Bill of Sale to the County.

In Witness Whereof, the Levy Volunteer Fire Department has set the hands and seals of its authorized officers to this Bill of Sale this 1st day of July 2023.

LEVY VOLUNTEER FIRE DEPARTMENT

WITNESSES

Witness #1

By: _____

Name: _____

Witness #2

By: _____

Name: _____

SCHEDULE OF INVENTORY

Vehicle and Apparatus Inventory

<u>ID</u>	<u>Make/Model</u>	<u>Year</u>	<u>Retail Value</u>	<u>#SCBA</u>	<u>SCBA Value</u>	<u>Total SCBA</u>	<u>Homatro Tools</u>	<u>Misc. Tools</u>	<u>Total</u>
Rescue 25	Ford F-150	1986	\$5,000						\$5,000
Squad 25	Ford F-350	2006	\$20,000						\$20,000
Engine 20	GMC 7500	1987	\$1,500	4	\$200	\$800	\$3,500	\$500	\$6,504
Engine 225	KME Renegade	1991	\$1,500	4	\$200	\$800	\$3,500	\$500	\$6,504
Total			\$28,000		\$400	\$1,600	\$7,000	\$1,000	\$38,008

EXHIBIT C-1

SCHEDULE OF EXCLUDED ITEMS

STATION 25 (2721 Levy Road)

Wood stove in day room
Bay Blower for leaves
Washer and Dryer
Freezer in bay
Homemade cabinet in bay
20 Ft container w/ contents
Two 40 ft containers
White wooden folding chairs
Three homemade wooden tables
Ryobi pressure washer
Blue air compressor
Stainless Oyster steamer
Pool table in bay
Plywood behind tanker
Curl Bar
Bench 340
Olympic Bar
Small Weights
Accessories
Pro Form
Bicycle
Tool Building in back of station.
Motor Hoist
Kirby vacuum
52' Husky lawn mower- zero turn
Small electric pressure washer
File cabinet
Green telescoping lights

STATION 20 (3677 Bellinger Hill Road)

14 ft Double axle trailer
52" Husky zero turn mower
Ice machine
Washer and Dryer
Air compressor
Grill
Personal clothes items in back bedroom.

Avenue, Ridgeland, SC 29936, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions (collectively, the "Exceptions"), if any, set forth below, unto the said Grantee, its successors and assigns forever, the following described property (the "Premises"), to-wit:

THIS CONVEYANCE IS MADE SUBJECT TO: All covenants, restrictions, easements and rights-of-ways affecting the property.

SEE ATTACHED FOR LEGAL DESCRIPTION.

TOGETHER with, subject to the above Exceptions, if any, all and singular the rights, members, hereditaments and appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, if any, all and singular the said Premises before mentioned, unto the said Grantee, its successors and assigns.

Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said Premises, subject to the above Exceptions, if any, unto the said Grantee, as hereinabove provided against Grantor and Grantor's successors and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, through or under it or them, but against none other.

IN WITNESS WHEREOF, Aaron Saxon, as Chairman of the Grantor has hereunto set my Hand and Seal of the Grantor, this _____ day of _____, 2023.

WITNESSES:

LEVY VOLUNTEER FIRE
DEPARTMENT,
a non-profit corporation

Signature of 1st Witness
Printed Name: _____

By: _____
Aaron Saxon, Chairman

Signature of 2nd Witness/Notary
Printed Name: _____

ACKNOWLEDGMENT ON FOLLOWING PAGE

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF JASPER)

I, the undersigned Notary, do hereby certify that Aaron Saxon, as Chairman of the Levy Volunteer Fire Department Board, a South Carolina non-profit corporation, , personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and official seal, this _____ day of _____, 2023.

(SEAL)

Signature of Notary Public

Name of Notary: _____

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING LOCATED IN THE BELLINGER HILL SECTION OF JASPER COUNTY, SOUTH CAROLINA CONTAINING 0.64 ACRES, AND KNOWN AS THE LEVY SECTION. FOR A MORE PARTICULAR DESCRIPTION AS TO METES AND BOUNDS, REFERENCE IS MADE TO THAT PLAT PREPARED BY A&C PROFESSIONAL SURVEYING, INC., MATTHEW D. CLARK, P.L.S., #20187 ON JANUARY 12, 2010, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA, IN PLAT BOOK 32 AT PAGE 143.

THIS BEING THE SAME PROPERTY CONVEYED TO THE WITHIN GRANTOR BY DEED OF JOHN E. CAY, III, DATED JANUARY 28, 2010, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA ON JANUARY 29, 2010, IN BOOK 784 AT PAGE 455.

TOGETHER WITH ALL OF ITS RIGHT TITLE AND INTEREST IN AND TO THAT THAT CERTAIN EASEMENT FOR SEPTIC TANK, SEWER LINES AND DRAINFIELD LINES GRANTED BY DON O' BERRY SR. AND THERESA O'BERRY TO THE LEVY VOLUNTEER FIRE DEPARTMENT BY EASEMENT RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA IN BOOK 90 AT PAGE 2035

TMP 072-00-02-009

AND ALSO, ALL THAT CERTAIN, PIECE, PARCEL OR LOT OF LAND LOCATED IN THE LEVY AREA OF JASPER COUNTY, SOUTH CAROLINA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF HIGHWAY NO. 64 (A 66 FOOT WIDE RIGHT OF WAY) AND SEABOARD SYSTEM RAILROAD, INC.'S FORMER 100 FOOT WIDE CHARLESTON LINE RIGHT OF WAY, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIGHT OF WAY, THE WIDTH OF 50 FEET ON EACH SIDE THEREOF, A DISTANCE OF 360 FEET, CONTAINING 0.80 ACRES, MORE OR LESS, THE FOREGOING BEING ALL OR PART OF THE SAME PREMISES ACQUIRED BY SEABOARD SYSTEM RAILROAD, INC. BY DEEDS DATED MARCH 2, 1916, RECORDED MARCH 6, 1916, IN BOOK 32, PAGE 562, MAY 15, 1915, RECORDED JULY 12, 1915, IN BOOK 32, PAGE 462, IN THE PUBLIC RECORDS OF JASPER COUNTY, SOUTH CAROLINA.

THIS BEING THE SAME PROPERTY CONVEYED TO THE WITHIN GRANTOR BY DEED OF SEABOARD SYSTEM RAILROAD DATED MAY 12, 1986, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA ON JUNE 23, 1986 IN BOOK 90 AT PAGE 149.

TMP 090-00-00-069

(LEGAL DESCRIPTION SUBJECT TO CHANGE UPON RECEIPT OF UPDATED SURVEY)

EXHIBIT E

OBLIGATIONS

The following is a list of all obligations being assumed by the County:

DEBT

None

CONTRACTUAL

None

EXHIBIT F

INITIAL RECOMMENDATIONS

AGENDA

ITEM #22



Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)

Ridgeland, SC 29936

Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

10, May 2023

Deputy Chief Darrah Vaughn

To: Honorable County Council Members

Re: EMS patient transport carts

Dear Council,

Jasper County Fire Rescue humbly requests the authorization to expend funds for the acquisition of patient transport carts. These carts are through a manufacturer in the following package. The purpose of these carts will allow staff to improve delivery of service to dense public gathering areas such as athletic events for our schools. The new engineered turf fields inhibit our ability to drive on to the field with ambulances. The ability to navigate festivals such as the Catfish Festival in Hardeeville or the Gopherhill festival in Ridgeland. Additionally, we have relied on borrowing assets for the PGA tour when they have been in our County. We have mutual aid agreements with Marine Corp Air Station. These patient transport units will also allow us to reciprocate agreements with the Air Station during events such as the Blue Angle air show, as an example. These carts are a standard production type cart versus other manufactures in which custom builds are often necessary and more expensive. We appreciate your time and consideration for our ability to continue working to improve our service delivery to our citizens and visitors.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Russell W. Wells'.

Russell W. Wells

Director of Emergency Services



FIRST-RESPONDER MINI-AMBULANCE



56-2307 - \$16,250
47-9045 - \$22,250
46-2307 - \$8,000



EMERGENCY RESPONSE FOR UNIQUE SITUATIONS

The **FIRST-RESPONDER** from Diversified Golf Cars Inc is a full-featured mini-ambulance designed to operate in tight spaces where accessibility can be an issue. Available in both gas and electric power with an extensive list of custom options to make sure your ambulance fits your needs.



877-855-9353 / info@diversifiedgolfcars.com

SPECIFICATIONS

QUIETECH EFI (Gas Powered)

DIMENSIONS

OVERALL LENGTH	136 in (3.43 m)
OVERALL WIDTH	52.0 in (1.30 m)
OVERALL HEIGHT (WITH SUNTOP)	78.0 in (1.98 m)
COT DECK	101 in x 23 in (256.34 cm x 58.42 cm)
UPPER STORAGE BOX	21 in x 20 in x 20 in (53.3 cm x 50.8 cm x 50.8 cm)
UNDER COT STORAGE	43 in x 20 in x 15.5 in (109.2 cm x 50.8 cm x 39.4 cm)
UNDER SEAT STORAGE	16 in x 16 in x 12 in (40.6 cm x 40.6 cm x 30.5 cm)
WHEELBASE	98 in (2.49 m)
FRONT WHEEL TREAD	35 in (89 cm)
REAR WHEEL TREAD	38.7 in (98 cm)
MINIMUM GROUND CLEARANCE	5.5 in (14 cm)
WEIGHT	1400 lbs (636 kg)

GENERAL

FUEL TANK CAPACITY	5.8 U.S. gal (22 liters)
TIRE SIZE	205/65-10 DOT (4 ply rating)
SEATING CAPACITY	2 attendants, 1 patient
AVAILABLE NOSE COLORS	Glacier (standard) Metallic: Bluestone, Rich Brown, Moonstone, Sandstone, Onyx, Aqua Blue, Jasper
AVAILABLE SUNTOP COLORS	Standard: White Optional: Black
STANDARD FEATURES	Head/tail lights, horn, LED light bar, gas gauge, hour meter
WARRANTY	Standard 2-year limited vehicle warranty

ENGINE / DRIVE TRAIN

ENGINE TYPE	Yamaha-built 157 cc. low-emission single cylinder 60° incline OHV
LUBRICATION SYSTEM	Splash-style positive oil lubrication
OIL CAPACITY	1 U.S. quart (1 liter, 1000 cc)
AIRCLEANER	Two-stage with air-foam pre-cleaner, and high-capacity pleated paper cartridge
COOLING SYSTEM	Forced air
FUEL SYSTEM	Electronic fuel injection
STARTING SYSTEM	Starter generator with pedal start system

CHASSIS

FRAME	HybridCore™ Chassis features a robotic welded automotive ladder-style steel frame protected with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat
BODY	Mold in Polypropylene for Glacier color. Custom-formulated thermoplastic olefin painted with a two-part top coat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tru-Trak II™ fully independent automotive-style strut suspension
REAR SUSPENSION	Fully independent automotive-style strut suspension
BRAKES	Self-adjusting mechanical rear wheel drum brakes
BUMPER	Front 5 mph energy-absorbing bumper

PERFORMANCE

MAX SPEED ADJUSTABLE	19 mph (31 kph)
MINIMUM TURNING RADIUS	14.4 ft (4.39 m)

POWERTECH AC (Electric Powered)

DIMENSIONS

OVERALL LENGTH	136 in (3.43 m)
OVERALL WIDTH	52.0 in (1.30 m)
OVERALL HEIGHT (WITH SUNTOP)	78.0 in (1.98 m)
COT DECK	101 in x 23 in (256.34 cm x 58.42 cm)
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FRONT WHEEL TREAD	35 in (89 cm)
REAR WHEEL TREAD	38.7 in (98 cm)
MINIMUM GROUND CLEARANCE	5.5 in (14 cm)
WEIGHT	1400 lbs (636 kg)

GENERAL

TIRE SIZE	205/65-10 DOT (4 ply rating)
SEATING CAPACITY	2 attendants, 1 patient
AVAILABLE NOSE COLORS	Glacier (standard) Metallic: Bluestone, Carbon, Rich Brown, Moonstone, Sandstone, Onyx, Aqua Blue, Jasper
AVAILABLE SUNTOP COLORS	Standard: White Optional: Black
STANDARD FEATURES	Head/tail lights, horn, LED light bar, digital battery meter
WARRANTY	Standard 2-year limited vehicle warranty

MOTOR / DRIVE TRAIN / POWER SUPPLY

MOTOR	48-volt AC
OUTPUT RATING	6.7 hp (5.0 kW) for 60 minutes
MOTOR CONTROL UNIT	NEOS 350 amp AC controller by Toyota Industries Corporation
BATTERIES	Standard Six 8-volt Trojan T-875 Batteries Optional Eight 6-volt Trojan T-105 Batteries

CHASSIS

FRAME	HybridCore™ Chassis features a robotic welded automotive ladder-style steel frame protected with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat
BODY	Mold in Polypropylene for Glacier color. Custom-formulated thermoplastic olefin painted with a two-part top coat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tru-Trak II™ fully independent automotive-style strut suspension
REAR SUSPENSION	Unit swing arm with coil springs over hydraulic shock absorbers
BRAKES	Self-adjusting mechanical rear wheel drum brakes
BUMPER	Front 5 mph energy-absorbing bumper

PERFORMANCE

MAX SPEED ADJUSTABLE	19.3 mph (31 kph)
MINIMUM TURNING RADIUS	14.4 ft (4.39 m)

Specifications subject to change without notice

Yamaha First Responder Mini-Ambulance Pricing Sheet - 2023

Options	Price	Part #
48-volt AC Electric Powered - glacier white - includes head/tail lights, full-size top, LED light bar (red), battery meter, horn and charger	\$15,985.00	CYAMFMAE
4-Stroke EFI Gas (unloaded) Powered - glacier white - includes head/tail lights, full-size top, and LED light bar (red), digital gearshift meter and horn	\$15,485.00	CYAMFMAA
Front Nose Color Options - full body color jobs available on custom request		
Garnet (front nose only)	\$135.00	8GAR
Jasper Metallic (front nose only)	\$185.00	BJASP
Emerald (front nose only)	\$135.00	8EMR
Bluestone Metallic (front nose only)	\$135.00	8BLUE
Onyx Metallic (front nose only)	\$185.00	BONYX
Sandstone Metallic (front nose only)	\$185.00	8SAND
Mountain Metallic (front nose only)	\$185.00	8MOON
Electric Vehicle Upgrades (battery, charger, and motor related)		
Motor/Controller Upgrade (800AAC) - speeds up to 30mph+ and increased torque	\$995.00	P-YAM-DR3AC-800A
Battery Range Upgrade - Lead-Acid - increases range from 12-15 miles to approx 20-23 miles	\$785.00	SVC-BB88V-T108
Lithium Battery Upgrade - RoyPower 105Ah Performance Battery - increases range to approx 30-35 miles - maintenance free - 6-year warranty	\$1,895.00	SVC-BB106AH-RP
International 220v Battery Charger Base	\$185.00	JW2-H2107-10-00
Emergency Lighting/Warning Options		
Premium Light Upgrade - includes turn signals, brake lights, and LED tail light upgrade	\$435.00	SVC-PTVDL-00-SV
Additional Rear Mounted LED Light Bar (red in color)	\$295.00	SVC-FMALB
Rear Directional LED Light Bar with Controller (for traffic/hazard direction)	\$835.00	SVC-FMARDLED
Siren with PA (80w)	\$575.00	SVC-FMAPA
General Vehicle Options		
One-Piece Clear Windshield	\$135.00	JW1-K7200-00-00
Split Windshield (two-piece, Jeep-style, folding windshield)	\$145.00	JW1-K7200-21-00
Rear View Mirror	\$100.00	SVC-FMARVM
Side View Mirrors	\$75.00	SVC-FMASVM
Retractable Seat Belt (per seat)	\$85.00	SVC-FMASB
Vehicle Operational Options		
Unique Keyed Ignition Switch (custom key dedicated to unit)	\$75.00	JC0-H2510-30-SV
12v Power Adapter (in dash)	\$75.00	SVC-12VYD-RA-SV
2-inch Lift Kit with 22-inch All-Terrain Tires & Aluminum Wheels	\$1,800.00	SVC-2LK22AT-SV
Front Wheel Brake Add-on (improves wheel grip) - not compatible with lift kit option	\$1,100.00	10983-40540-7294
Medical Equipment and Accessories		
Spine Board with Straps and D-Rings	\$395.00	SVC-FMASB
Ferno 35A full-size Ambulance Cot with Floor Mount	\$6,795.00	SVC-FMAF35A
Ferno Permanent Universal Floor Mount (installed)	\$1,585.00	SVC-FFM
Spiner Permanent Floor Cot Mount (installed)	\$1,295.00	SVC-FMAFFM

URA
IRE

Diversified Cell Care, Inc. • 877-888-6383 • info@diversifiedcellcare.com
** prices subject to change without notice **



Diversified Golf Cars, Inc.
 5501 Commerce Drive, Ste 104
 Orlando, Florida 32839
 407-851-9353 - phone
 407-512-5051 - fax

Quotation	
Date:	Quote #:
4/28/2023	12066

Trade / Address
Jasper County EMS
 PO Box 1509
 1509 Grays Hwy
 Ridgeland, SC 29936

Description	Qty	Cost	Total
New 2023 Yamaha First Responder Mini-Ambulance (48v AC electric) - includes head/tail lights, battery meter, full-size top, and LED light bar (red) - diamond-plate rear body	2	15,995.00	31,990.00
Option: Jasper Red Metallic Front Nose	2	185.00	370.00
Option: 105Ah High-Output Lithium Battery Pack Upgrade - includes on-board lithium battery charger installation	2	1,895.00	3,790.00
Option: Split Hinged Clear Windshield	2	145.00	290.00
Option: Personalized Ignition	2	75.00	150.00
Option: 2-inch Yamaha Lift Kit w/ 22-in Turf Tires and Aluminum Wheels	2	1,800.00	3,600.00
Option: Stryker Floor Mount	2	1,395.00	2,790.00
Freight Charges - FOB Ridgeland, SC 29936	2	1,040.00	2,080.00
Subtotal			\$45,060.00
Sales Tax (0.0%)			\$0.00
Total (USD)			\$45,060.00



5501 Commerce Dr., Ste 104
Orlando, Florida 32839
877-855-9353 toll free
407-851 5911 fax

www.golfcars.com

Sole Source Statement

The purpose of this statement is to affirm that Diversified Golf Cars, Inc is the sole source manufacturer and distributor of our First Responder mini ambulances as detailed in the attached data and specification sheets. This product is not currently patented.

To our knowledge, no other company manufactures a model with the attached specifications.


Justin Gannon - General Manager
Diversified Golf Cars, Inc.



Jasper County Fire-Rescue

PO Box 1509
Ridgeland, South Carolina 29936



28 April 2023

Chief Wells,

The purpose of this letter is the Sole Source justification for purchase of 2 First Responder Mini-Ambulances as built by Diversified Golf Cars, Orlando Fla.

These units are unique in that they meet all specifications required by JCFR for golf car style units for emergency medical use. These units are compatible with the current STRYKER stretcher units already in service with JCFR. They will meet the PGA requirement for use at the tournament hosted at Congaree Club as well as requirements to use at the local sporting events at the high school. They would also allow us to support MCAS Beaufort's Air Show every 2 years and any large festival/gathering events in Jasper County.

In the search for a medical golf cart these units are the only ones that I was able to find built so that our current stretchers could be used and that provided the necessary storage of equipment for use in the field.

Doug Peake
Asst. Chief of Training
Jasper County Fire-Rescue



56-2307 - \$16,250
 47-9045 - \$22,250
 46-2307 - \$8,000



EMERGENCY RESPONSE FOR UNIQUE SITUATIONS

The **FIRST-RESPONDER** from Diversified Golf Cars Inc is a full-featured mini-ambulance designed to operate in tight spaces where accessibility can be an issue. Available in both gas and electric power with an extensive list of custom options to make sure your ambulance fits your needs.



SPECIFICATIONS

QUIETECH EFI (Gas Powered)

DIMENSIONS

OVERALL LENGTH	136 in (3.45 m)
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MINIMUM GROUND CLEARANCE	5.5 in (14 cm)
WEIGHT	1400 lbs (636 kg)

GENERAL

FUEL TANK CAPACITY	5.8 U.S. gal (22 liters)
TIRE SIZE	205/65-10 DOT (4 ply rating)
SEATING CAPACITY	2 attendants, 1 patient
AVAILABLE NOSE COLORS	Glacier (standard) Metallic: Bluestone, Rich Brown, Moonstone, Sandstone, Onyx, Aqua Blue, Jasper
AVAILABLE SUNTOP COLORS	Standard: White Optional: Black
STANDARD FEATURES	Head/tail lights, horn, LED light bar, gas gauge, hour meter
WARRANTY	Standard 2-year limited vehicle warranty

ENGINE / DRIVE TRAIN

ENGINE TYPE	Yamaha-built 357 cc. low emission single cylinder 60° Incline OHV
LUBRICATION SYSTEM	Splash-style positive oil lubrication
OIL CAPACITY	1 U.S. quart (1 liter, 1000 cc)
AIR CLEANER	Two-stage urethane-foam pre cleaner, and high-capacity pleated paper cartridge
COOLING SYSTEM	Forced air
FUEL SYSTEM	Electronic fuel injection
STARTING SYSTEM	Starter generator with pedal start system

CHASSIS

FRAME	HybriCore™ Chassis features a robotic welded automotive ladder-style steel frame protected with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat
BODY	Mold in Polypropylene for Glacier color. Custom-formulated thermoplastic olefin painted with a two-part top coat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tru-Trak II™ fully independent automotive-style strut suspension
REAR SUSPENSION	Fully independent automotive-style strut suspension
BRAKES	Self-adjusting mechanical, rear wheel drum brakes
BUMPER	Front 5 mph energy-absorbing bumper

PERFORMANCE

MAX SPEED ADJUSTABLE	19 mph (31 kph)
MINIMUM TURNING RADIUS	14.4 ft (4.39 m)

POWERTECH AC (Electric Powered)

DIMENSIONS

OVERALL LENGTH	136 in (3.45 m)
OVERALL WIDTH	52.0 in (1.30 m)
OVERALL HEIGHT (WITH SUNTOP)	78.0 in (1.98 m)
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AVAILABLE SUNTOP COLORS	Standard: White Optional: Black
STANDARD FEATURES	Head/tail lights, horn, LED light bar, digital battery meter
WARRANTY	Standard 2-year limited vehicle warranty

MOTOR / DRIVE TRAIN / POWER SUPPLY

MOTOR	48-volt AC
OUTPUT RATING	6.7 hp (5.0 kW) for 60 minutes
MOTOR CONTROL UNIT	NEOS 350 amp AC controller by Toyota Industries Corporation
BATTERIES	Standard: Six 8-volt Trojan T-875 Batteries Optional: Eight 6-volt Trojan T-105 Batteries

CHASSIS

FRAME	HybriCore™ Chassis features a robotic welded automotive ladder-style steel frame protected with a multi-step full-immersion phosphate treatment, electro-deposition epoxy-based coating, and an electrostatic applied polyester/urethane powder topcoat
BODY	Mold-in Polypropylene for Glacier color. Custom-formulated thermoplastic olefin painted with a two-part top coat of high-luster automotive-grade polyurethane
STEERING	Self-compensating double reduction helical rack-and-pinion
FRONT SUSPENSION	Tru-Trak II™ fully independent automotive-style strut suspension
REAR SUSPENSION	Unit swing arm with coil springs over hydraulic shock absorbers
BRAKES	Self-adjusting mechanical, rear wheel drum brakes
BUMPER	Front 5 mph energy-absorbing bumper

PERFORMANCE

MAX SPEED ADJUSTABLE	19.5 mph (31 kph)
MINIMUM TURNING RADIUS	14.4 ft (4.39 m)

Specifications subject to change without notice.

Yamaha First Responder Mini-Ambulance Pricing Sheet - 2023

Propulsion Options	Price	Part Num
48-volt AC Electric Powered - glacier white - includes head/tail lights, full-size top, LED light bar (red), battery meter, horn and charger	\$15,995.00	CYAMFMAE
4-Stroke EFI Gas (unleaded) Powered - glacier white - includes head/tail lights, full-size top, and LED light bar (red), digital gas/hour meter and horn	\$15,485.00	CYAMFMAA
Front Nose Color Options - full body paint jobs available as custom request		
Garnet (front nose only)	\$135.00	BGAR
Jasper Metallic (front nose only)	\$185.00	BJASP
Emerald (front nose only)	\$135.00	BEMR
Bluestone Metallic (front nose only)	\$135.00	BBLUE
Onyx Metallic (front nose only)	\$185.00	BONYX
Sandstone Metallic (front nose only)	\$185.00	BSAND
Moonstone Metallic (front nose only)	\$185.00	BMOON
Electric Vehicle Upgrades (battery, charger, and motor related)		
Motor/Controller Upgrade (800A AC) - speeds up to 30mph+ and increased torque	\$995.00	P-YAM-DR2AC-800A
Battery Range Upgrade - Lead-Acid - increases range from 12-15 miles to approx 20-23 miles	\$795.00	SVC-BB8SV-T105
Lithium Battery Upgrade - RoyPower 105Ah Performance Battery - increases range to approx 30-35 miles - maintenance free - 5-year warranty	\$1,695.00	SVC-BB105AH-RP
International 220v Battery Charger Swap	\$195.00	JW2-H2107-10-00
Emergency Lighting/Warning Options		
Premium Light Upgrade - includes turn signals, brake lights, and LED tail light upgrade	\$435.00	SVC-PTVDL-00-SV
Additional Rear Mounted LED Light Bar (red in color)	\$295.00	SVC-FMALB
Rear Directional LED Light Bar with Controller (for traffic/hazard direction)	\$835.00	SVC-FMARDLED
Siren with PA (80w)	\$575.00	SVC-FMAPA
General Vehicle Options		
One-Piece Clear Windshield	\$135.00	JW1-K7200-00-00
Split Windshield (two-piece, Jeep-style, folding windshield)	\$145.00	JW1-K7200-21-00
Rear View Mirror	\$100.00	SVC-FMARVM
Side View Mirrors	\$75.00	SVC-FMASVM
Retractable Seat Belt (per seat)	\$65.00	SVC-FMASB
Vehicle Operational Options		
Unique Keyed Ignition Switch (custom key dedicated to unit)	\$75.00	JC0-H2510-20-SV
12v Power Adapter (in dash)	\$75.00	SVC-12VVD-RA-SV
2-inch Lift Kit with 22-inch All-Terrain Tires & Aluminum Wheels	\$1,800.00	SVC-2LK22AT-SV
Front Wheel Brake Add-on (includes wheel swap) - not compatible with lift kit option	\$1,100.00	10462-40540-7264
Medical Equipment and Accessories		
Spine Board with Straps and D-Rings	\$395.00	SVC-FMASB
Ferno 35A full-size Ambulance Cot with Floor Mount	\$6,795.00	SVC-FMAF35A
Ferno Permanent Universal Floor Mount (installed)	\$1,595.00	SVC-FFM
Stryker Permanent Floor Cot Mount (installed)	\$1,395.00	SVC-FMAFFM

UP
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Diversified Golf Cars, Inc.
 5501 Commerce Drive, Ste 104
 Orlando, Florida 32839
 407-851-9353 - phone
 407-512-5051 - fax

Quotation	
Date	Estimate #
4/28/2023	12066

Name / Address
Jasper County EMS PO Box 1509 1509 Grays Hwy Ridgeland, SC 29936

Description	Qty	Cost	Total
New 2023 Yamaha First Responder Mini-Ambulance (48v AC electric) - includes head/tail lights, battery meter, full-size top, and LED light bar (red) - diamond-plate rear body	2	15,995.00	31,990.00
Option: Jasper Red Metallic Front Nose	2	185.00	370.00
Option: 105Ah High-Output Lithium Battery Pack Upgrade - includes on-board lithium battery charger installation	2	1,895.00	3,790.00
Option: Split Hinged Clear Windshield	2	145.00	290.00
Option: Personalized Ignition	2	75.00	150.00
Option: 2-inch Yamaha Lift Kit w/ 22-in Turf Tires and Aluminum Wheels	2	1,800.00	3,600.00
Option: Stryker Floor Mount	2	1,395.00	2,790.00
Freight Charges - FOB Ridgeland, SC 29936	2	1,040.00	2,080.00
Subtotal			\$45,060.00
Sales Tax (0.0%)			\$0.00
Total (USD)			\$45,060.00



Jasper County Fire-Rescue

PO Box 1509
Ridgeland, South Carolina 29936



28 April 2023

Chief Wells,

The purpose of this letter is the Sole Source justification for purchase of 2 First Responder Mini-Ambulances as built by Diversified Golf Cars, Orlando Fla.

These units are unique in that they meet all specifications required by JCFR for golf car style units for emergency medical use. These units are compatible with the current STRYKER stretcher units already in service with JCFR. They will meet the PGA requirement for use at the tournament hosted at Congaree Club as well as requirements to use at the local sporting events at the high school. They would also allow us to support MCAS Beaufort's Air Show every 2 years and any large festival/gathering events in Jasper County.

In the search for a medical golf cart these units are the only ones that I was able to find built so that our current stretchers could be used and that provided the necessary storage of equipment for use in the field.

Doug Peake
Asst. Chief of Training
Jasper County Fire-Rescue



5501 Commerce Dr., Ste 104
Orlando, Florida 32839
877-855-9353 toll free
407-851 5911 fax

DIVERSIFIED GOLF CARS

www.diversifiedgolfcars.com

Sole Source Statement

The purpose of this statement is to affirm that Diversified Golf Cars, Inc is the sole source manufacturer and distributor of our First Responder mini-ambulances as detailed in the attached data and specification sheets. This product is not currently patented.

To our knowledge, no other company manufactures a model with the attached specifications.


Justin Gannon - General Manager
Diversified Golf Cars, Inc.