



DUE TO THE COVID-19 STATE OF EMERGENCY, IN-PERSON COUNCIL MEETINGS ARE REPLACED WITH ELECTRONIC MEETINGS.

Watch Live via YouTube at:

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

To Participate in Public Comment, please email to comments@jaspercountysc.gov or mail to Attn: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. To be called for public Comment, please email at the mentioned email address. ***Public Comments must be submitted by Monday, May 17, 2021 at 6:00pm.***

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

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



**JASPER COUNTY COUNCIL
VIRTUAL MEETING**

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

**May 17, 2021
AGENDA**

FY 2021-2022 Budget Workshop: 4:00 P.M.

- 1. Jennifer Carter – Jasper County School District**
- 2. Jeanine Bostick – Election Commission**
- 3. Cindy Abernathy – Jasper Animal Rescue Mission**
- 4. Judith Birchenough – Coastal Empire Mental Health**

5:00 P.M.

I. Call to Order by Chairwoman Barbara B. Clark

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

II. Executive Session

SECTION 30-4-70. Meetings which may be closed; procedure; circumvention of chapter; disruption of meeting; executive sessions of General Assembly.

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

- (1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; however, if an adversary hearing involving the employee or client is held, the employee or client has the right to demand that a hearing be conducted publicly. Nothing contained in this item shall prevent the public body, in its discretion, from deleting the names of the other employees or clients whose records are submitted for use at the hearing – **Magistrate Compensation****
- (2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – **Exit 3 and Sherwood Tract****

- (5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body– [Jasper Ocean Terminal \(JOT\)](#)

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

6:30 P.M.

III. Return to Open Session

IV. Pledge of Allegiance

V. Invocation

VI. Approval of Agenda

VII. Approval of the Minutes of April 5, 2021

VIII. Proclamations and Presentations:

[Andrew Fulghum](#) – Presentation of Argent Blvd YMCA

IX. Open Floor to the Public per Ordinance 08-17 any citizen of the County may sign to speak before the Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes and total public input will be limited to 30 minutes.

**Please submit Public Comments via email at comments@jaspercountysc.gov or via US Mail at Attention: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. If you would like to be contacted by phone during Open Floor, please email your name, address and phone number to the email address listed above.*

X. Resolutions:

[Andrew Fulghum](#) – Resolution # 2021-12 ratifying purchase contract for 421 N. Jasper St., Ridgeland, SC.

XI. Ordinances:

A. [Lisa Wagner](#) – Public Hearing and **2nd reading** of Ordinance # 2021-13 to amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 028-00-02-127 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map.

- B. **Andrew Fulghum** – **3rd reading** of an Ordinance No. **2021-11** of Jasper County Council to authorize a License Agreement with Jasper County Radio Control, Chapter No. 5096 of the Academy of Model Aeronautics Inc.
- C. **David Tedder** – **2nd reading** of Ordinance No. **2021-08** to the May 17, 2021 Council Meeting agenda (ordinance to approve the transfer to the Town of Ridgeland by deed a road right of way generally described as a portion of the road known as Volunteer Park Road lying within the Town of Ridgeland, and to authorize the Jasper County Administrator to execute such deed and other documents as may be necessary and appropriate to effect the transfer (public hearing date 04.05.2021).
- D: **Andrew Fulghum** – Consideration of the **1st reading** of an Ordinance to Adopt the 2021-2022 Jasper County Capital and General Operations Budget, to make such amendments to the 2020-2021 Capital and Operational Budget to recognize and ratify transfers as authorized by Section 7 of that Budget, and other matters related thereto.

XII. New Business:

- A. **Kimberly Burgess** – Bid presentation for five (5) - 25 yard open top containers and one (1) - 39 yard self-contained compactor.
- B. **Kimberly Burgess** - Bid presentation interior lighting project Speculative Building #4 at the Cypress Ridge Industrial Park.

XIII. Old Business:

- A. **Wanda Simmons** – Consideration of an appointment of a new member to the Planning Commission to replace (Seat 03-PC) Mr. Bill Young for a term period of (2018-2022).

XIV. Council Members Comments

XV. Administrator’s Report

XVI. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II.

XVII. Adjourn

***Council may act on any item appearing on the agenda including items discussed in executive session.**

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

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

Jasper Animal Rescue Mission

Abernathy, President of the Board of Directors would be your primary contact, her information is below, and she is also copied on this email.

Here is the text from the request (if this makes it easier for you to input):

We have attached our most recent Form 990. As you will see, we believe we have been good stewards of the contributions and grants allocated to us in the last year. You will notice that we have provided a **1% decrease in salaries** over the previous year's filings. We do have mandatory staff requirements per SC DHEC requirements for shelters. We have also managed to **decrease our cost of supplies by \$10,000**. However, over the past year, we have encountered a **45% increase in our Veterinary Cost, which equates to close to \$15,000 Increase**. This is also likely to go up in the upcoming year, as our existing local veterinarian may be retiring due to a death in the family. This past year has been a trying year for the entire Jasper County community. We have also observed a **21% decrease in our Program Service Revenues**, which includes a **40% drop in the adoption fees** compared to our prior fiscal year. With many of our outreach programs and adoption events put on hold for much of the past year, we have significantly impacted our everyday operations. **For the upcoming budget this year, we would ask our budgeted amount be increased to \$185,000.00** to cover the projected increases in both veterinary cost and continued restrictions on our adoption event capabilities. As with other local organizations, we are also watching the potential for increases in the mandatory minimum wage. Potential future increases here could significantly impact our payroll expenses, depending on when and if implemented, requiring additional allocations.

Request By: Jasper Animal Rescue Mission, Cindy Abernathy

Date: Friday, March 5, 2021

Email Address: blufftonmom@yahoo.com

Best Contact Phone Number: (843) 227-2359

Best Regards,

Preston McNair - Board Member & Volunteer - JARM



Preston McNair

Chief Revenue Officer & Co-Founder

Corporate 920.383.3100 x 5007

Direct US 920.570.7695

Direct CAN 438.812.2300

US 3255 W Highview Drive, Appleton, WI 54914

CAN 109-2727 St-Patrick St, Montreal, QC H3K 0A8

w. clearlyip.com email: pmcnair@clearlyip.com



On Tue, Mar 17, 2020 at 4:53 PM Kimberly Burgess <kburgess@jaspercountysc.gov> wrote:

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

Ms. Burgess,

Please see the attached Funding Request for the Jasper Animal Rescue Mission. I am submitting it on behalf of Cindy Abernathy and the rest of the Board of Directors of J.A.R.M. I completed the form that was provided by the county. Note that the requested increase of only 10k is to assist in covering unforeseen deficits in the budget encountered during the Hurricane Evacuation of the Animals in our care, our cost per animal for health care has also increased. By evacuating the animals we, unfortunately, were not able to recoup our cost of care via the adoption fees that we normally can charge at the time an animal is re-homed. We were happy to see so many animals successfully re-homed after being evacuated to other shelters outside of the potential impact zone, however this did put JARM in the Red trying to recoup the expenses we received during intake of those animals.

If an available time slot is available on April 20th, Cindy Abernathy would like to present further details to the Council. We would, of course, be open to a much larger increase if the Council could find available resources to help, as the ongoing payroll cost of managing a shelter continues to increase, as you can see in the attached financial statement. Our paid staff are second to none when it comes to passion and giving their all to take care of the animals in their care, unfortunately, despite the hard work involved, the pay off for the employees is more often in the form of watching animals in their care get a second chance, not so much with dollars in the bank. We would enjoy the opportunity to possibly raise their standard of living with your help if possible.

NOTE, I would also like to personally apologize for not getting this application to you earlier in the day, as I'm sure you and the rest of the county employees have been just as busy as I have the last few days preparing contingency plans for Covid-19 / Corona Virus issues. I was asked to forward this to you by Cindy and the other board members a week or two ago. It's totally on me for not getting it to you sooner.

Please let me or Cindy know if you have additional questions, or need additional information for consideration of this budget increase,

Best Regards,

Preston McNair

Board Member/Volunteer, Jasper Animal Rescue Mission

Election Commission



2021 - 2022 Budget Explanations

2/11/2021 Motowne
Bond/Mitchell to
(A1) Accept.

- 1. 3% Cost of Living Increase:
 - Current: Administrative Clerk \$26,478.40
 - Recommendation: \$27,272.76

- 2. Adjustment in Salary Request:
 - Current: Director \$49,077.31
 - Recommendation: \$65,000.00

- 3. Maintenance Contract Increase:
 - Current: New Voting System \$33,000.00
 - Recommendation: \$50,000.00

- 2021 - 2022 Proposed Budget Amount: \$354,472.76**
- 2020- 2021 Adopted Budget Amount: \$316,700.00**
- Increase of: \$ 37,772.76.**

Note: Removed the request for Deputy Director until next budget year (2022-2023).

**2021 - 2022 PROPOSED BUDGET REQUEST
JASPER COUNTY BOARD OF ELECTION & VOTERS REGISTRATION**

ACCOUNT	ACCOUNT DESCRIPTION	2020 - 2021 ADOPTED BUDGET	2021-2022 PROPOSED BUDGET
2000	SALARIES & WAGES	\$77,000.00	\$ 92,272.76 (Cost of Living Increase - Administrative Clerk and Adjustment in Salary - Director, See Attachments)
2001	PART-TIME SALARIES	\$60,000.00	\$ 60,000.00
2005	NEW PERSONNEL (Deputy Director)	\$0.00	\$0.00
2007	SALARY YEAR END ACCRUALS	\$0.00	\$0.00 FINANCE DEPARTMENT COMPUTES FIGURES
2020	OVERTIME	\$0.00	\$0.00
2030	FICA—EMPLOYER CONTRIB.	\$10,000.00	\$10,000.00 FINANCE DEPARTMENT COMPUTES FIGURES
2036	S.C. RETIREMENT-EMPLOYER	\$19,000.00	\$19,000.00 FINANCE DEPARTMENT COMPUTES FIGURES
2040	MEDICAL INSURANCE	\$14,000.00	\$14,000.00 FINANCE DEPARTMENT COMPUTES FIGURES
2050	TORT INSURANCE	\$ 7,000.00	\$ 7,000.00 FINANCE DEPARTMENT COMPUTES FIGURES
2060	WORKER'S COMPENSATION	\$ 2,600.00	\$ 2,600.00 FINANCE DEPARTMENT COMPUTES FIGURES
2100	TELEPHONE	\$ 4,000.00	\$ 4,000.00 FINANCE DEPARTMENT COMPUTES FIGURES
2200	OFFICE SUPPLIES	\$ 4,400.00	\$ 4,400.00 FINANCE DEPARTMENT COMPUTES FIGURES
2400	MAINTENANCE CONTRACTS	\$33,000.00	\$50,000.00 Copier; Printers; Fax Machine; new voting system preventative maintenance contract; (92) BMD and (24) DS200
2440	OFFICE EQUIPMENT	\$ 5,000.00	\$5,000.00
2610	TRAVEL & TRAINING	\$15,000.00	\$15,000.00 SCARE Conference - \$175pp SCARE Conference Fee \$50pp SCARE Membership Dues Staff & Board Members Certification Trainings - New Board Members & Staff: 6 Courses to Meet Certification Annual Continued Education Certification (1 Course) Staff & Board Members and Annual Continued Education Certification (2 Courses) Director Director's District Meetings and Workshops Hotel Accommodations; Mileage & Meal Expenses
2825	UTILITIES	\$ 5,000.00	\$ 5,500.00 FINANCE DEPARTMENT COMPUTES FIGURES

2850	ELECTION EXPENSES	\$35,000.00	<p>\$40,000.00</p> <p>2021 November Town of Ridgeland Election</p> <p>2022 June Primary / Run-Off Elections</p> <p>Delivery & Pick Up of Voting System</p> <p>Truck Rental Expenses</p> <p>Purchase Additional Voting Equipment</p> <p>(2 New Precincts Hardeeville 3 and Okatie 2)</p> <p>Accessories: Ballot Marking Devices; Ballot Scanners USB</p> <p>Thumb Sticks; Ballot Cards; Seals; Commercial Paper Ballot</p> <p>Printing (Absentee; Emergency; Provisional and Failsafe</p> <p>Ballots)</p> <p>Precinct Rental/Custodian Fees</p> <p>COVID-19 Cleaning of Precincts</p>
2870	MEDIA SERVICES	\$ 5,000.00	
3200	VOTER REGISTRATION BOARD MEMBERS	\$20,700.00	
TOTAL		\$316,700.00	\$354,472.76 (INCREASE: \$37,772.76)

5

SOUTH CAROLINA PREVENTATIVE MAINTENANCE OPTIONS

Protecting your new election equipment is key to ensuring longevity, success and maximizing its useful life. By committing to a **MULTI-YEAR** package, your county can simplify budgeting and lock in discounted pricing through June 2024. Below are your annual (**GOLD**), bi-annual () and (**BREAK FIX**) options.

Jasper County, SC

GOLD PLAN PACKAGE (ANNUAL ON-SITE PREVENTATIVE MAINTENANCE):

EQUIP. QTY:	EQUIPMENT TYPE:	RATE:	TOTAL:
24	DS200	\$ 167.50	\$4,020.00
92	ExpressVote	\$ 97.50	\$8,970.00
0	DS450	\$0,000.00	\$000.00
0	DS850	\$0,000.00	\$000.00
Grand Total:			\$12,990.00

Figures are based on a yearly rate, first year could be different for any equipment coming off a one year warranty and those will be pro-rated.

THE GOLD MAINTENANCE PROGRAM is the optimal package for your tabulation and ballot marking equipment. Performed on an annual basis, this plan includes both remedial, repair and preventative maintenance services on the selected equipment, including labor and coverage for all non-consumable parts. This service includes one annual preventative maintenance visit at the county's designated location at a mutually agreeable time.

- Repair of equipment at no charge if not caused by neglect, normal wear and tear, temperature and humidity control issues, etc
- Preventative maintenance includes inspection, cleaning, calibrating services and testing of all voting functions of the equipment covered under the agreement
- **PREFERRED PRICING** on battery replacements (recommended every 3-5 years).
- Eligibility for site support and training days at special rates.
- Certified firmware and software upgrades provided at time of maintenance. Parts not included, if needed.
- Serviced by a trained and **CERTIFIED ES&S** technician.
- Under this plan, shipping is free for depot repairs.

SILVER PLAN PACKAGE (BI-ANNUAL ON-SITE PREVENTATIVE MAINTENANCE):

EQUIP. QTY:	EQUIPMENT TYPE:	RATE:	TOTAL:
24	DS200	\$ 167.50	\$4,020.00
92	ExpressVote	\$ 97.50	\$8,970.00
0	DS450	\$0,000.00	\$000.00
0	DS850	\$0,000.00	\$000.00
Grand Total:			\$12,990.00

Figures are based on a yearly rate, first year could be different for any equipment coming off a one year warranty and those will be pro-rated.

includes both remedial and preventative maintenance services on the selected equipment, including labor and coverage for all non consumable parts. This service includes one bi annual preventative maintenance visit at the county's designated location in an odd numbered year, at a mutually agreeable time.

- Repair of equipment at no charge if not caused by neglect, normal wear and tear, temperature and humidity control issues, etc.
- Preventative maintenance includes inspection, cleaning, calibrating services and testing of all voting functions of the equipment covered under the agreement.
- **PREFERRED PRICING** on battery replacements (recommended every 3-5 years).
- Eligibility for site support and training days at special rates.
- Certified firmware and software upgrades provided at time of maintenance. Parts not included, if needed.
- Serviced by a trained and **CERTIFIED ES&S** technician.
- Under this plan, customer is responsible for shipping to depot location.

BREAK FIX PLAN:

EQUIP. QTY:	EQUIPMENT TYPE:	RATE:	TOTAL:
92	ExpressVote	\$40.00	\$3,680.00
0	DS200	N/A	\$000.00
0	DS450	N/A	\$000.00
0	DS850	N/A	\$000.00

Grand Total: **\$3,680.00**

Figures are based on a yearly rate, first year could be different for any equipment coming off a one year warranty and those will be pro-rated.

Under this option, you will be responsible for the routine preventative maintenance of the proposed tabulation equipment, which typically includes clean and calibrate services. The repair of this equipment, commonly referred to as remedial maintenance and/or "break fix" services, is provided by ES&S at our designated depot repair location.

- Repair of equipment at no charge if not caused by neglect, normal wear and tear, temperature and humidity control issues, etc.
- In addition to the above, experienced field service technicians are available to provide telephone support to resolve any equipment maintenance issues.
- Free certified replacement parts: All non-consumable parts are covered under normal wear and tear conditions or unit malfunction.
- Serviced by a trained and **CERTIFIED ES&S** technician.
- Under this plan the customer is responsible for all shipping expenses.

CURRENT PLANS IN PLACE:

EQUIP. QTY:	EQUIPMENT TYPE:	RATE:	TOTAL:
24	DS200 Silver	\$130.00	\$3,120.00
92	ExpressVote: Ext. Warranty	\$ 40.00	\$3,680.00
0	DS450 - Silver	\$000.00	\$000.00
0	DS850 - Gold	\$000.00	\$000.00

Grand Total: **\$6,800.00**

Figures are based on a yearly rate, first year could be different for any equipment coming off a one year warranty and those will be pro-rated.

FIRMWARE/SOFTWARE:

EQUIP. QTY:	EQUIPMENT TYPE:	RATE:	TOTAL:
24	DS200	\$80.00	\$1,920.00
92	ExpressVote	\$55.00	\$5,060.00
0	DS450	\$000.00	\$000.00
0	DS850	\$000.00	\$000.00
1	Software	\$5,045.00	\$5,045.00

Grand Total: **\$12,025.00**

Figures are based on a yearly rate, first year could be different for any equipment coming off a one year warranty and those will be pro-rated.

Thank you for your diligence in the upkeep of your county's election equipment investment. Please reach us at the contact information below to further discuss these options.

tammymalone@printelect.com

Phone: 252-633-3197



Delaine

Jasper County, SC Voter Registration
Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price
Tabulation Hardware		
	Model DS200 Precinct Scanner:	
1	Model DS200 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e Bin, Paper Roll and One (1) Standard 4GB Memory Device)	\$5,750.00
1	DS200 Tote Bin	\$225.00
	ExpressVote Ballot Marking Device: (\$3,325.00 each)	
5	ExpressVote BMD Terminal (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device)	\$16,625.00
5	Soft-Sided Case	\$875.00
Election Services		
X	Equipment Installation	\$1,700.00
X	1 Year Hardware and Software Warranty	Included
	Shipping & Other	
X	Shipping and Handling	\$290.00
	Total Purchase Solution	\$25,465.00

Footnotes:

- 1 This quote is an estimate and is subject to final review and approval by both ES&S and the Customer
- 2 Rates valid for 60 days and thereafter may change
- 3 Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer



South Carolina Association of Registration and Election Officials, Inc.

KATY SMITH,
CERA
PRESIDENT
EXECUTIVE COMMITTEE

December 12, 2020

Re: Jeanine Bostick, Director

To whom it may concern:

I have had the privilege of working with Jeanine as a member of the South Carolina Association of Registration and Election Officials since 2005. She has been assisting me and others by serving on several committees such as Scholarship, Moore Award, By-Laws, Legislative, and Conference. For the last 4 years she has overseen the Conference Registration and organized volunteers. I am happy to provide a recommendation on behalf of her character and work ethic demonstrated while serving in each of the aforementioned capacities.

KATY SMITH,
CERA PRESIDENT

MARIE S. SMALLS,
CERA FIRST
VICE PRESIDENT

TODD BILLMAN
SECOND
VICE PRESIDENT

JOE DEBNEY
TREASURER

SHAYLA JENKINS
SECRETARY

LYNNE WEST
HISTORIAN

DAVID ALFORD
IMMEDIATE
PAST PRESIDENT

Over the years she always demonstrated a quality of leadership, dedication and desire to work. She never complained and approached each task with fervor. The skills she brought to each job were good organization, ease of learning and applying her knowledge without constant supervision. Jeanine would finish tasks on time and would volunteer to take on more and more tasks to assist the members in meeting many objectives.

I feel that she is a true asset to your jurisdiction, it's citizens and the Jasper County Board of Elections and Voter Registration. She has proved herself trustworthy and reliable. I hope you will give every consideration requested as it is deserving. With kindest regards, I am

Very truly yours,

Katy Smith, CERA, Director of Anderson County
President

2020 DEC 14 PM 12:13
JASPER COUNTY ELECTIONS
VOTER REGISTRATION
SERVICES

To: Board of Elections & Voter Registration Leadership

Fr: Bo White, Hardeeville Council Member 

Subject: Jeanine Bostick : Leadership and Contributions

December 2, 2020

I am writing this letter in full support of Jeanine Bostick's leadership and outstanding contributions to the Elections and Voter Registration Office and voting process in Jasper County. I bring a unique perspective as a Poll Worker, Candidate for Elective Office, and now as a City Council member. I also served as an Ambassador in Sun City for people considering moving to Sun City and helping in their orientation once they arrived including how to vote. That was simple-I sent them to Jeanine with great results every time.

In every one of her responsibilities, I found Jeanine to be outstanding. Her knowledge of the election process from beginning to end, her tireless orientation to service of voters and making sure they have the opportunity to vote, her capabilities as a teacher and trainer for both poll workers and poll managers, and customer service are simply the best.

As a candidate she was equally outstanding in helping me understand the process and responsibilities in running for office in a non-partisan manner. Again, simply the best.

With all the disruptions and problems in voting we recently have watched on TV, I thought how fortunate we are with Jeanine at the helm in Jasper County. Again, simply the best.

Jeanine is a very valuable person for the election process in Jasper County. Fair Elections and Voter Rights and Participation are well protected with her leadership.

I hope her leadership and contributions in the past, now, and in the future will be acknowledged with favor, and rewarded by the Board. We need Jeanine at the helm for elections in Jasper County. Again, simply the best.

Bo White

RECEIVED
JASPER COUNTY ELECTIONS
& VOTER REGISTRATION

200 DEC 14 PM 12:13

Board Members
Dr. Charles P. Austin, Sr. - Chair
Dr. Duncan A. Buell - Vice Chair
Anjanette D. President
Yolanda Y. Taylor

Voter Registration & Elections of



Richland County, South Carolina

Alexandria Stephens
Director

Jeanine M. Bostick, Director
Voter Registration & Elections
Of Jasper County
1506 Grays Highway
PO Box 299
Ridgeland, SC 29936

7/15/2020

Greetings. On behalf of the Board of Voter Registration and Elections of Richland County, please accept our most sincere, heartfelt expressions of gratitude for the invaluable support and assistance you provided during the June 23, 2020, Democratic Primary Runoff. Words can hardly say the thank you that you deserve.

During a time of significant challenge for the Voter Registration & Elections of Richland County, your compassion, leadership, unselfishness and profound professionalism stood as a beacon light for Elections professionals throughout our state and country. Your exemplary contributions to the successful runoff elections are immeasurable.

We recognize and appreciate your time and all you did openly and in the background to ensure a smooth, fair and impartial runoff June 23, 2020.

Please know that you can count on the Board and Staff of Richland County anytime we can be of assistance.

Respectfully,

Charles P Austin, Sr., PhD
Chair
Board of Voter Registration & Elections
Of Richland County

Done wagesalaryreport_2020_corr...



County	Min	Max	Min	Max	Min	Max	Min	Max
Anderson	37.5	48	38,271	51,000	45,240	55%		
Berkeley	37.5	48	38,271	46,800	52,821	72%		
Greenville	37.5	48	38,271	56,038	48,119	55%		
Horry	37.5	48	38,271	52,292	43,521	50%		
Spartanburg	37.5	48	50,335	72,468	67,802	80%		
Arithmetic Averages			48,621	54,011	47,824			

54 of 254

DIESEL MECHANIC

Job Code: 2306

County	Min	Max	Pay Range		Min	Max	Min	Max
			Minimum	Maximum				
Anderson	47.5	60	44,323	57,145	47,651	59%		
Berkeley	47.5	60	44,172	59,200	44,673	55%		
Greenville	47.5	60	40,509	54,423	52,876	59%		
Horry	40	50	44,962	51,325	41,214	53%		
Spartanburg	40	50	47,851	56,425	47,068	50%		
Arithmetic Averages			44,873	52,119	47,971			

AIRPORT DIRECTOR

Job Code: 2401

County	Min	Max	Pay Range		Min	Max	Min	Max
			Minimum	Maximum				
Anderson	37.5	48	42,482	60,537	50,020	53%		
Berkeley	37.5	48	40,081	52,225	51,273	55%		
Horry	40	50	47,353	59,353	46,157	49%		
Spartanburg	37.5	48	45,429	59,675	48,871	49%		
Arithmetic Averages			44,211	56,172	49,171			

REGISTRATION/ELECTIONS DIRECTOR

Job Code: 2501

County	Min	Max	Pay Range		Min	Max	Min	Max
			Minimum	Maximum				
Anderson	37.5	48	57,139	101,404	48,321	50%		
Berkeley	37.5	48	52,841	84,554	57,750	70%		
Charleston	37.5	48	54,175	145,536	121,816	80%		
Greenville	37.5	48	42,985	98,010	61,499	58%		
Horry	40	50	47,153	87,297	74,221	49%		
Lexington	40	50	47,030	73,070	61,891	50%		
Richland	37.5	48	70,330	77,380	77,163	50%		
Spartanburg	37.5	48	65,721	84,771	64,721	50%		
York	40	50	60,775	84,771	77,000	49%		
Arithmetic Averages			53,705	91,277	65,448			

Note: Pay Range refers to either the minimum and the maximum salaries for a position (pay grade) or the lowest and highest actual salaries paid for a position. Avg. Actual is a county's reported arithmetic average of all actual salaries paid for a specific position or the arithmetic average for the position. Percent Range shows the percent difference between the minimum and maximum salaries.

© 2020 Wage and Salary Survey

South Carolina Association of Counties Wage and Salary Report Population Group 1

Updated from 2019 2020 Population

REGISTRATION/ELECTIONS ASST DIRECTOR

Job Code: 2502

County	Min	Max	Pay Range		Min	Max	Min	Max
			Minimum	Maximum				



100%

CERTIFICATE OF COMPLETION

This Certifies That

Jeanine Bostick

Has Successfully Completed the Following Certified e-Learning Program

Poll Manager Training

04-21-2020

DATE



Marci Andino
South Carolina Executive Director

EVERY **VOTE** MATTERS.
VOTE **COUNTS**.

100%

CERTIFICATE OF COMPLETION

This Certifies That

Jeanine Bostick

Has Successfully Completed the Following Certified e-Learning Program

COVID-19 Training

05-07-2020
DATE

Marci Andino

Marci Andino
South Carolina Executive Director

EVERY VOTE MATTERS.
VOTE COUNTS.

CERTIFICATE OF PARTICIPATION

Is presented to

Jeanine Bostick

For
Risk Management Continuing Education
Risk Management Basics - 2 Hours



Van Henson

Signature

September 26th, 2019

Date

South Carolina Association of Counties

Midlands Technical College

CORPORATE AND CONTINUING EDUCATION CERTIFICATE OF COMPLETION
COLUMBIA, SOUTH CAROLINA

JEANINE M BOSTICK

HAS SUCCESSFULLY COMPLETED

BUILDING EFFECTIVE WORKING RELATIONSHIPS

3 CONTACT HRS
0.30 CEUS

AUGUST 21, 2018



**MIDLANDS
TECHNICAL COLLEGE**

Ronald L. Thomas

President

Dawn Byk

Vice President, Corporate and Continuing
Education and Marketing Communications

CAREER DAY 2015

Thank you for your participation and sharing your professional expertise. This has been a wonderful example of achievement when the community, students and staff work together towards a common goal.

We hope that you will join us for years to come.



THANK YOU!

***Guidance Department
Hardeeville Ridgeland Middle School
150 Hurricancane Alley
Hardeeville, SC 29927***

SOUTH CAROLINA
ELECTION COMMISSION

This is to certify that

Jeanine Bostick

has completed the

Duties of the Municipal Election Commission

on

16-Oct-2015

EVERY VOTE MATTERS.
EVERY VOTE COUNTS.



South Carolina
Association
of Counties

Joseph R. Brannan, President
Chester County

Michael B. Cunniff
Adventure Director

Continuing Professional Education
Certificate of Attendance

This Certificate is issued to confirm that

Ms. Jeanine Bostick

participated in the following continuing professional education webcast:

UNLOCKING YOUR STAFF'S POTENTIAL
STRATEGIES FOR ENGAGING AND MOTIVATING EMPLOYEES
MARCH 27, 2014

INSTRUCTOR:
MR. WILLIAM E. TOMES
INSTITUTE FOR PUBLIC SERVICE AND POLICY RESEARCH
UNIVERSITY OF SOUTH CAROLINA

CPE CREDIT EARNED: 3.0 - TOTAL HOURS

10/1/14

Anna B. Berger
Director of Research and Training

This is to certify that

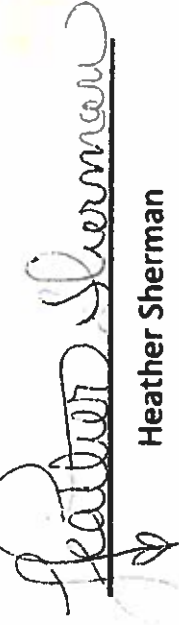
Jeanine Bostick

has completed the Voter Registration and Election Commission
Training and Certification Program

This 12th day of March 2014



Chris Whitmire
Director of Public Information and Training



Heather Sherman
Training Coordinator

The
South Carolina Association of Counties

Certifies that

Jeanine Bostick

*Has Completed Three Hours of
Continuing Education Credit
for Local Government Planning and Zoning
Officials and Employees*

Public Service Ethics: Understanding the Law and Beyond

Course

June B. Dwyer

South Carolina Association of Counties

March 22, 2012

Date

Midlands Technical College

Continuing Education

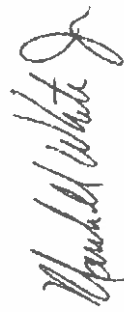
Jeanine M. Bostick

Has Successfully Completed

Train the Trainer

1.2 CEUS

August 27, 2009



President, Midlands Technical College



Columbia, South Carolina



Vice President, Continuing Education
and Economic Development

Training Certificate

This Certifies that Jeanine Buckner has completed

Full Unity Suite

course

on

July 18, 2005

date



Director of Training Colleen Haack

Trainer Dawn James

Training Certificate

This Certifies that Jeanine Buckner has completed

iVotronic Train the Train

course

on

March 27, 05

date

Director of Training Colleen Haack

ELECTION
SYSTEMS & SOFTWARE

Training Certificate

This Certifies that Jeanine Bucher has completed

i-Votronic Operations

course

on

March 22, 05

date

Director of Training Colleen Haack

ELECTION
SYSTEMS & SOFTWARE

Coastal Empire Mental Health

Budget Worksheet Report

Budget Year 2022

2020 Actual Amount 2021 Adopted Budget 2022 Department Request

Account Description	2020 Actual Amount	2021 Adopted Budget	2022 Department Request
EXPENSE			
Department 090 - AGENCY APPROPRIATIONS			
CONTRACT SERVICES			
4440 COASTAL EMPIRE MENTAL HEALTH	10,000.00	10,000.00	\$ 20,000. ⁰⁰

EXPLANATION:

We are requesting funding back to our FY09 amount of \$19,000.⁰⁰ for FY10-FY18. Jasper County allotted \$15,000.⁰⁰ - this was dropped to \$19,000.⁰⁰ for FY19, FY20 and FY21. In that time frame, the needs of the community and our service level has increased exponentially - more than a 30% increase in services provided from FY09 to FY18, and services increased another 10% in FY19.

We provide outpatient services in the clinic, services in the schools, crisis services 24/7 through the CC&I program, consultation to the jail and hospital, as well as community education and support. Services include Case Coordination, ICT (Intensive Community Treatment), IFS (Individual Placement Services - employment), and MDTI (Intensive Family Therapy) programs.

Request by: Judith Birchenough
 Date: 3.1.2021
 Email address: judith.birchenough@scedmh.org
 Best Contact Phone No.: (843) 472-1365



JASPER COUNTY COUNCIL

VIRTUAL MEETING

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

April 5, 2021

MINUTES

FY 2021-2022 Budget Workshop:

- 1. *Duchette Polite-Hylton – First Steps***
- 2. *Nancy Morgan – Helping Hands***
- 3. *Lyn Boyles – Jasper County Soil and Water Conservation District***

Ms. Duchette Polite-Hylton of First Steps

The budget workshop began with Ms. Duchette Polite-Hylton of First Steps. She discussed the different areas of work that First Steps entailed. She discussed First Steps and how the programs benefited the citizens of Jasper County.

She noted that their budget requests for Fiscal Year 2021-2022 were as follows:

Family Literacy - Dolly Parton Imagination Library budget request \$12,000

Family Strengthening / Parent Education – Parents as Teachers budget request \$5,000

School Transition – Countdown to Kindergarten budget request \$3,000

The 2021 Adopted Budget in this area was \$15,000 and this year's request was for \$20,000.

Lyn Boyles – Jasper County Soil and Water Conservation District

The next budget request was Ms. Lyn Boyles of Jasper County Soil and Water Conservation District. She discussed the different areas that the Soil and Water Conservation District and Blue Heron Nature Center were committed to helping. She provided information on the Blue Heron Nature Center. She noted that they operate through funding of \$15,000 from the South Carolina Department of Natural Resources and the Jasper County funding of \$7,000 per year. She noted that they were requesting \$10,000 to continue operating the Blue Heron Nature Center and continuing their programs for environmental science, litter, recycling and land management.

She noted that their budget requests for Fiscal Year 2021-2022 were as follows:

The 2021 Adopted Budget in this area was \$7,000 and this year's request was for \$10,000.

Nancy Morgan – Helping Hands

The next budget request was Ms. Nancy Morgan of Helping Hands. She discussed the services provided by Helping Hands and overviewed the way they assisted the community.

She noted that their budget requests for Fiscal Year 2021-2022 were as follows:

The 2021 Adopted Budget in this area was \$1,000 and this year's request was for \$3,000.

Chairwoman Clark called the meeting to order at 5:00PM.

Wanda Simmons, Clerk to Council read the report of Compliance with the Freedom of Information Act.

Officials Present: Chairwoman Barbara B. Clark, Vice Chairman Dr. Curtis Brantley, Councilman L. Martin Sauls, Councilman Pastor Alvin Adkins and Councilman John Kemp.

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda H. Simmons, County Attorney David Tedder, Administrative Services Director Kimberly Burgess, Emergency Services Director Chief Russell Wells, Danny Lucas of Development Services for Jasper County and Acting Airport Manager, Lisa Wagner Director of Planning and Building, and Jonathan Dunham.

Emergency Ordinance:

David Tedder – 1st and final reading to adopt Emergency Ordinance No. [2021-10](#) to provide for the Extension and Incorporation by Reference of the Provisions of Prior Emergency Ordinances, Address the Phased-in-Opening of County Facilities and Modifications to the County Declaration of a Local Emergency, and Matters Related Thereto, Including A Resolution Affirming Resolutions Regarding Safety Practices.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Chairwoman Clark read the information below for the executive session and asked for a motion to go into executive session.

Motion to go into executive session: Councilman Sauls

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Executive Session

SECTION 30-4-70. Meetings which may be closed; procedure; circumvention of chapter; disruption of meeting; executive sessions of General Assembly.

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

- (2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – Sections 30-4-70(a)(2) – [Sheriff's Dept. K-9 Matters; Exit 3; East Argent MID/Municipal Tax Collections; Potential Purchase of a Property Identified as Project Fence; Ridgeland – Claude Dean Airport](#)**

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body -- Section 30-4-70(a)(5) – Jasper Ocean Terminal (JOT); Sherwood Tract; Project Cooler

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

Return to Open Session:

Motion to return to open session: Councilman Sauls

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

The Pledge of Allegiance was led by Councilman Kemp and the Invocation was given by Councilman Dr. Brantley.

Approval of Agenda:

Motion to approve the agenda: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Approval of the Minutes March 1, 2021:

Motion to approve the minutes of March 1, 2021: Councilman Kemp

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Proclamations and Presentations:

Proclamation: **Chairwoman Clark** – Proclamation to proclaim the month of April 2021 for Sexual Assault Awareness Month.

Chairwoman Clark asked Clerk to Council Wanda Simmons to read the proclamation proclaiming the month of April 2021 as Sexual Assault Awareness Month.

Motion to approve the Proclamation proclaiming the month of April 2021 as Sexual Assault

Awareness Month: Councilman Sauls

Second: Councilman Kemp

Vote: Unanimous
The motion passed.

Presentation: **Johnny Davis** – Presentation on a Proposed BMX (Bicycle Motocross) Project for Sgt. Jasper Park.

Mr. Johnny Davis introduced Mr. Ryan Stefonick in order to review the video presentation on the proposed BMX (Bicycle Motocross) Project for Sgt. Jasper Park and explained his vision for Council. Mr. Stefonick discussed the masterplan of the park and the non-traditional ideas that had been considered for the park such as the BMX Park. Please see the attached link for Sgt. BMX Presentation, Hardeeville South Carolina on YouTube as proved by Mr. Stefonick. This link includes his voiceover as well as a personalized video from a professional BMX athlete. The link is provided here for public viewing, rather than as an attachment to the minutes: <https://youtu.be/5ofr8UDaUmM>. For further information regarding this item or any other area of the minutes please see the video located on the YouTube page for Jasper County at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA.

Open Floor to the Public per Ordinance 08-17 any citizen of the County may sign to speak before the Council on matters pertaining to County Services and Operations. - There were no public comments.

Resolutions:

A: David Tedder – Resolution No. 2021-09 to approve April 2021 as Fair Housing Month for Jasper County.

Mr. Tedder reviewed this resolution for the Council.

Motion to approve: Councilman Kemp

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

B: Andrew Fulghum – Resolution No. 2021-10 to approve the updated 2021 Equal Employment Opportunity Policy (EEO).

Mr. Tedder reviewed this resolution for the Council.

Motion to approve: Councilman Kemp

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Ordinances:

A. Lisa Wagner – **3rd reading** of Ordinance No. 2021-09 to amend the Official Zoning Map of Jasper County so as to transfer two properties bearing Jasper County Tax Map Numbers 063-32-05-028

and 063-32-04-031 from the Residential Zone to the General Commercial Zone on the Jasper County Official Zoning Map.

Ms. Wagner said the subject properties consist of 4.60 acres and 4.10 acres located at 1280 Grahamville Road and 8747 Grahamville Road. The Applicant has requested a Zoning Map Amendment to have both properties designated as General Commercial (GC). The property is currently zoned Residential. A commercial structure is located on 1280 Grahamville Road and a manufactured home and two stick-built houses are located on 8747 Grahamville Road.

She noted that according to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as "Urban Transition," which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation. The adjacent parcels are zoned Residential and is adjacent to the Town of Ridgeland. She mentioned that the adjacent land uses are residential, and vacant property with commercial nearby in the Town of Ridgeland.

She noted the subject property is accessed by Grahamville Road, which is a two-lane state maintained highway, classified as a collector road. Ms. Wagner said the Planning Commission recommends approval of the request to have the property designated as General Commercial.

Motion to approve: Councilman Sauls

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

B. Lisa Wagner – Consideration of a 1st reading of an ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 062-00-06-019 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map.

Ms. Wagner addressed this request. She said the subject property consists of 5 acres and is located at 2144 Grays Highway. The Applicant has requested a Zoning Map Amendment to have the property designated as Community Commercial (CC). The property is currently zoned Residential. A house and an accessory structure are located on the subject property. The applicant is interested in establishing an animal rescue mission.

She noted that according to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as "Urban Transition," which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation. The adjacent parcels are zoned Rural Preservation and is adjacent to the Town of Ridgeland with Residential Zoning nearby. She said the adjacent land uses are institutional, commercial, and vacant property.

Ms. Wagner noted that the subject property is accessed by Grays Highway, which is a two-lane state maintained highway, classified as a minor arterial road. She noted that the Planning Commission recommends approval of the request to have the property designated as Community Commercial.

Motion to approve: Councilman Sauls

Second: Councilman Dr. Brantley

Vote: Unanimous

The motion passed.

C. David Tedder – Public hearing and consideration of a 2nd reading of Ordinance No. [2021-08](#) to approve the transfer to the Town of Ridgeland by deed a road right of way generally described as a portion of the road known as Volunteer Park Road lying within the Town of Ridgeland, and to authorize the Jasper County Administrator to execute such deed and other documents as may be necessary and appropriate to effect the transfer.

Mr. Tedder noted there were no public comments received on this item and presented this item for consideration.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Discussion: This item was opened for discussion. Councilman Kemp discussed the fact that he did not feel this was a county road and asked why this was only considered for a portion of the road. Mr. Tedder noted a formal survey was being performed, but it had not been received back yet. Mr. Tedder noted that he could not answer specifics about the road without the survey. Mr. Fulghum noted that if Council wished to postpone this item since they did not have the survey at this time then this could be done.

Motion to postpone: Councilman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

D. David Tedder – Public hearing and 2nd reading of Ordinance No. [2021-07](#) required for the reassessment to delay the countywide reassessment for one year. (1st reading was 02.16.21)

Mr. Tedder noted that the first reading had been held on February 16, 2021 and had been approved. He said not comments had been received for the public hearing. Mr. Tedder provided an overview of the ordinance for the Council.

Motion to approve: Councilman Sauls

Second: Chairwoman Clark

Vote: Unanimous

The motion passed.

E. Andrew Fulghum – Consideration of a 1st reading of an Ordinance of Jasper County Council to authorize a License Agreement with Jasper County Radio Control, Chapter No. 5096 of the Academy of Model Aeronautics Inc.

Mr. Fulghum overviewed this ordinance and its information for the Council.

Motion to approve: Councilman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

New Business:

A. Kimberly Burgess – Request to upgrade current payroll processing software with ADP.

Ms. Burgess was present to address this request. She explained the reasoning behind the request from Human Resources / Payroll Department for the upgrade necessary to the current ADP Payroll Processing Software.

Motion to approve the request to upgrade of the current system and allow the administrator to execute all required documents to implement the upgrade: Councilman Dr. Brantley

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Old Business: There was no old business for this agenda.

Council Members Comments:

Councilman Kemp:

Councilman Kemp said he had done a tour of Jasper County Fire and Rescue and met with Chief Wells and Mr. Lucas today. He said he learned a lot and thought we needed to be more informative to the people. He discussed that he would like to have a time limit on when the e-packets were received. He said he felt Council needed more time with their packets. Chairwoman Clark discussed the fact that all information was provided to the Clerk to Council and she had to wait on that information. After some discussion, it was decided that agenda e-packets would be received by Council no later than on Thursday at 12pm prior to the meeting.

Councilman Dr. Brantley: Passed on his comments this week.

Councilman Adkins:

Councilman Adkins stated that he was praying for everyone and thanked all of the employees for all that they do.

Councilman Sauls:

Councilman Sauls said he would like to keep the Mixon family in their prayers and that he had been a member of the Jasper County Fire and Rescue for a number of years. He said also that on Wednesday they had the State of the County at the new Ridgeland Community Center. He noted that registration was at 11AM and that it begins at 12PM. He said they would be having both Mayors and Chairwoman Clark as the speakers with the Lt. Governor as the guest speaker. He noted that on Thursday, May 13th is the Jasper on the Move Event with a couple of award, so asked everyone to mark their calendars. He noted there was a litter pickup this Friday at Cartersville Rd. that Ms. Boyles was in charge of. He said there were some updates on the prospects of Economic Development in the County and thanked SouthernCarolina Alliance for all they have done.

Chairwoman Clark:

Chairwoman Clark noted that there was a lot going on in the county. She encouraged everyone to be safe when going out and about. She encouraged people to pray for one another and live life to the fullest but safely.

Administrator's Report:

Mr. Fulghum said he had provided his Administrators Report to Council. He noted that Chief Wells would be giving the update on COVID19. In regard to COVID19 regulations, the County had adopted another Emergency Ordinance tonight. He noted that due to the Governor's update that County Buildings that serviced State Functions and State Employees, such as Social Services and the Health Departments had to be reopened and we are complying with that. He noted that the County Buildings had been reopened with limited public contact as much as possible. He noted that the Clerk to Court was resumed conducting Jury Trials and had put their own protocols into place. The Detention Center was functioning normally with its own protocols. Recycling centers are open regular hours. He noted staff had been discussing the public use and customer service of the building and the safety of employees and customers. He noted staff available to assist customers and a receptionist was in place to make this easier for customers. He said the COVID19 numbers were being watched and considered in the relation to safety for citizens and employees. Councilman Dr. Brantley asked about the plan for the Platt Library. Mr. Fulghum said it was being reviewed for renovation.

Chief Wells was present and provided the COVID19 statistics report. He overviewed the report and reviewed the positivity rate of the State of South Carolina had a positivity rate of 4.3% and of Jasper County had a positivity rate of 3.3%. He said they had transitioned to Phase 2 in the State of South Carolina. He said we were seeing a downward trend, and he continued to urge the citizens to protect themselves. He also noted that testing sites and locations. This report is attached as Attachment A.

Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II:

There was no reason to return to executive session for this meeting.

Adjourn:

Motion to adjourn: Councilman Adkins

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

The meeting adjourned at 7:46PM.

Respectfully submitted:

Approved:

Wanda H. Simmons
Clerk to Council

Barbara B. Clark
Chairwoman

AGENDA ITEM:

VIII

Presentation



SGA | NarmourWright
DESIGN



East Argent YMCA

April 22, 2021







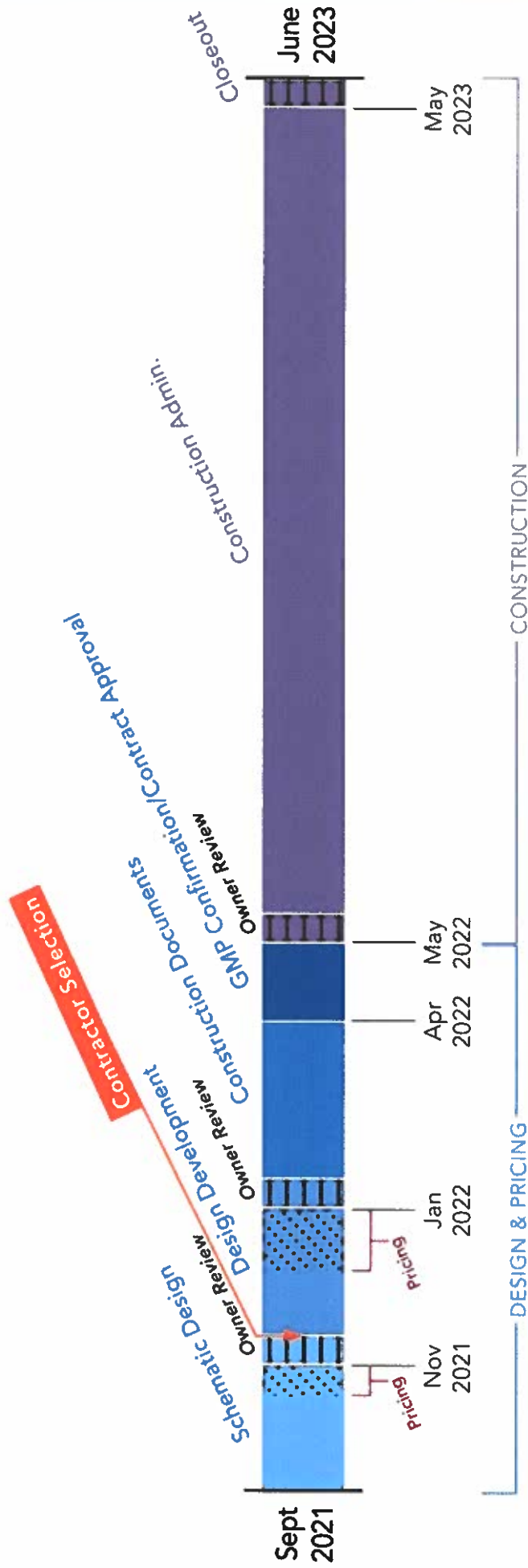
- YMCA Program**
- Administration
 - Circulation
 - Healthcare
 - Function Spaces
 - RRM/OUTLUSTOR

Probable Total Project Cost for East Argent YMCA

	Cost
Building and Site Work	
Building Construction Cost (24,292 SF)	\$4,008,180
Natorium Construction Cost (10,500 SF)	\$1,195,891
Site Civil Construction Cost	\$1,000,000
Construction Cost	\$6,204,071
Contingency (5% Design)	310,203.55
Contingency (5% Construction)	310,203.55
Total Project Construction Cost	\$6,824,478
Owner Expenses	
Survey Fees	\$ 20,000.00
Geotechnical Reports	6,800.00
Inspection and Testing	40,000.00
Tap & Impact Fees	31,020.36
Building Permit	46,530.53
Project Inspection Fees	40,000.00
Builder's Risk/Umbrella Insurance	TBD
Subtotal	\$ 184,350.89
FF&E (Owner Provided Items)	
Equipment	343,728.39
Dira	20,000.00
Security	20,000.00
Furniture	98,000.00
Appliances	3,500.00
Subtotal	\$ 485,228.39
Fees	
A/E Fees (6.5%)	\$ 403,264.62
Interior Design Fees	Included in A/E
Landscape Design Fee	Included in A/E
Subtotal	\$ 403,264.62
Miscellaneous	
Loan Refinancing & Loan Guarantee Fee	\$ 2,000,000.00
Land Acquisition	
Administration and Legal Expenses	75,000.00
Subtotal	\$ 2,075,000.00
Total Project Cost	\$ 9,972,321.99

CM at Risk







SGA | NarmourWright
DESIGN



East Argent YMCA

AGENDA ITEM:

X

Resolution

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER 2021 - 12

RESOLUTION OF JASPER COUNTY COUNCIL

Ratifying the Option Contract for the Purchase of 421 North Jasper Road,
Ridgeland, SC , TMP 063-16-10-008

WHEREAS, the owner of certain real property has accepted an offer by Jasper County to purchase from owner that property described on a plat of survey recorded in Plat Book 3 at Page 50 as Lot 49, Charles E. Perry, Jr. Subdivision, having a TMP of #063-16-10-008, and a street address of 421 North Jasper Street Ridgeland, SC 29936, upon the terms and conditions of that certain Option Agreement dated May 10, 2021, subject to ratification of the Option Agreement by Jasper County Council; and

WHEREAS, this property is adjacent to property of Jasper County adjacent to the Clementa C. Pinckney Jasper County Government Building, will provide additional land area and be of considerable use to the County; and

WHEREAS, Jasper County Council is of the belief that it is in the best interest of the County and its citizens to ratify this agreement and complete the purchase;

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby ratifies the Option Agreement dated May 10, 2021 (a copy of which is attached hereto as Exhibit A), and the actions of the County Administrator taken to date to facilitate the acquisition of the aforesaid property under the terms and conditions set forth in said Option Agreement; and

1. The real property shall be accepted in "as is" condition by Limited Warranty Deed from current owner with an acknowledgement of the below market value sale to the County; and
2. The Jasper County Administrator shall be and he is hereby authorized to exercise the County's option, execute any and all documents to effect the transfer and to pay the costs of deed preparation, title research, survey, and usual and customary expenses of a real estate transfer.

3. The County Administrator is requested to draft for Jasper County Council for signature of the Chairman appropriate letters of thanks to the owner of the property for agreeing to sell the property to the County.

This Resolution No. _____ made this _____ day of _____, 2021.

Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

OPTION AGREEMENT

This Option Agreement is made this 10th day of May, 2021 (the date the last signature is provided), by and between **Richard L. Dean, and the Estate of Beatrice M. Dean** (collectively, the "Seller"), whose address is POB _____, Ridgeland, SC 29936, and **Jasper County, South Carolina** (the "Buyer"), whose address is c/o Andrew Fulghum, County Administrator, P.O. Box 1149, Ridgeland, SC 29936.

SECTION ONE

GRANT OF OPTION

A. In consideration of the mutual promises of the parties, the Seller does hereby give and grant to the Buyer the exclusive and irrevocable right, privilege and option to purchase, under the conditions hereinafter provided, all of the Seller's right title and interest in the real property which is located in Jasper County, South Carolina, having an address of 421 N. Jasper Street, Ridgeland, SC 29936, a TMP of 063-16-10-008 (the "Property"), and more particularly described as follows:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE TOWN OF RIDGELAND, COUNTY OF JASPER, STATE OF SOUTH CAROLINA, WHICH IS DESIGNATED AS LOT NO. FORTY-NINE (49) ON A PLAT OF THE CHARLES E. PERRY, JR., SUBDIVISION WHICH PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR JASPER COUNTY IN PLAT BOOK 3 AT PAGE 50. THE SAID LOT MEASURING AND BEING BOUND AS FOLLOWS, TO-WIT: ON THE NORTH FOR A DISTANCE OF 120 FEET BY LOT 50 AS SHOWN ON SAID PLAT; ON THE EAST FOR A DISTANCE OF 58 FEET BY JASPER STREET; ON THE SOUTHEAST FOR A DISTANCE OF 74 FEET BY JASPER STREET; ON THE SOUTHWEST FOR A DISTANCE OF 100 FEET BY LOT NO. 26 AND 27 AS SHOWN ON SAID PLAT; AND ON THE WEST FOR A DISTANCE OF 54 FEET BY LOT NO. 55 AS SHOWN ON SAID PLAT.

A more particular description may be obtained as a result of the completion of a new survey.

B. All deposits and payments made by the Buyer to the Seller pursuant to this Agreement prior to the Closing (either directly or through an escrow agent, if any) shall be applied towards the Purchase Price of the Property. The Seller fully agrees and acknowledges that the consideration given by the Buyer constitutes legal, adequate, and valuable consideration for the purposes of this Agreement.

C. The purchase price for the Property shall be \$110,000.00 (the "Purchase Price"), \$1,000.00 of which (the "Option Deposit") has been paid by the Buyer, receipt of which is acknowledged by the Seller. The remaining \$109,000.00 of the Purchase Price shall be paid by the Buyer at closing.

D. The "Effective Date" shall be the date that the last of the parties to this Agreement signs and executes below.

SECTION TWO

OPTION TERMS

A. The Seller, in consideration for the payment of the Option Deposit and other consideration, does hereby grant to the Buyer the exclusive right and option to purchase the Property described above (the "Option").

B. The Option Deposit shall initially be held by the Buyer's attorney (the "Escrow Agent"). By his signature below, the Escrow Agent agrees to be bound by the terms of this Agreement with regard to the disposition of the Option Deposit.

C. The Buyer may cancel this Agreement at any time within the first ninety (90) days following the Effective Date by delivering written notification to the Seller. If such notice is delivered, the Escrow Agent shall return the Option Deposit to the Buyer and no party will have any further obligation under this Agreement. If such notification is not delivered to the Seller within the first ninety (90) days following the Effective Date, the Escrow Agent shall deliver entire Option Deposit to the Seller (or the Seller's attorney) which shall not be refundable to the Buyer whether or not the Buyer subsequently decides to purchase the Property or not. The Buyer shall have no claim to the return of the deposit after the thirtieth day.

D. If the Buyer exercises this Option, the Option Deposit shall be applied towards the Purchase Price of the Property.

E. The Buyer shall have the right to exercise this Option during a period of time beginning at 9:00 AM on the Effective Date and lasting until 5:00 PM on the 120th day following the Effective Date. The Buyer shall exercise this option by giving written notice by registered mail to the Seller at the address indicated above (the letter must be mailed to Seller by the time and date indicated above) or by hand delivering written notice to the Seller (with the Seller giving the Buyer a written receipt indicating the time and date of receipt). The date that the Seller receives this notice shall be known as the "Date of Commencement."

F. It is understood and agreed that time is of essence as to the payment of the Purchase Price under this provision. If the Buyer does not exercise the terms of this Option by the ending date as specified above, then the right and option set forth herein shall immediately terminate and all deposits paid shall be kept by the Seller.

SECTION THREE

PROMISES OF PARTIES FOLLOWING EXERCISE OF OPTION

Subject to the Buyer exercising this Option, the Seller and the Buyer agree that the Seller shall sell and the Buyer shall buy the Property upon the following terms and conditions. The normal and customary warranties and representations as contained in the Realtors standard form of contract for developed acreage as used in the Beaufort and Jasper County markets are incorporated herein by this reference, and all of the provisions contained therein are integral parts of this Agreement.

A. Representations and Warranties

To induce the Buyer to enter into this Agreement, the Seller makes the following representations, warranties, and covenants:

1. Seller has good and marketable fee simple title to the Property, free and clear of all liens, property taxes, encumbrances, and restrictions, except for those restrictions appearing of record, taxes for the year of closing, encumbrances that will be cleared prior to closing, and encumbrances that will be cleared at the closing out of the Seller's proceeds from the Purchase Price.
2. There are no condemnations or similar proceedings affecting any part of the Property and no such proceeding shall be pending on the Closing Date. To the best of the Seller's knowledge, no such condemnations or other proceeds are threatened or planned.
3. There are no toxic wastes on, in or around the Property and the Property has not been used to manufacture, store, or dispose of environmentally hazardous materials
4. There are no service contracts or agreements relating to the operation, maintenance, or security of the property under which the Seller is bound and which will survive the closing.
5. All encroachments, reservations, limitations, road right of ways, or servitudes affecting the Property are disclosed in the Public Records.
6. The Seller is not subject to any commitment, obligation, or agreement, including, but not limited to, any right of first refusal or option to purchase, granted to a third party, which would or could prevent the Seller from completing the sale of the Property as contemplated by this Agreement, or such shall exist, Buyer will obtain a waiver of such right by the end of the 90th day following the Effective date.
7. Seller shall be in sole and exclusive possession of the Property and will deliver possession of the Property free of all leases on the Closing Date.

B. Conditions Precedent

The obligations of the Buyer to close this transaction are subject to the Buyer having given Notice to Purchase and subject to the following:

1. All representations and warranties of the Seller shall be true and correct as of the Closing Date as if such representations and warranties were being made on such date.
2. Seller shall have performed all covenants to be performed by the Seller as is herein provided.
3. The Property shall be vacant and any tenant relocation costs shall be incurred by the Seller.
4. If any of such conditions are not fulfilled on or as of the Closing Date, and notwithstanding anything to the contrary in this Agreement, the Buyer shall have the right to terminate this Agreement and to obtain a full refund of any deposits made to the Seller or escrow agent whereupon all parties shall be relieved of any further obligations hereunder.

C. Clear Title

1. Within twenty (20) days of the execution of this Agreement by the Seller, the Seller shall deliver to the Buyer any existing title insurance policies (or abstracts of title) and surveys for the Property that are in the Seller's possession or which the Seller might obtain possession of by reasonable efforts. The Buyer shall return to these items to the Seller if the closing never occurs and this Contract is terminated. At closing, the Seller shall pay for any update of the title information that might be necessary so as to enable the Buyer to obtain title insurance for the Property.

2. Seller shall convey a marketable title, subject only to liens, encumbrances, exceptions, or qualifications set forth in this Agreement and those which shall be discharged by Seller at or before closing. Marketable title shall be determined according to applicable title standards adopted by authority of the South Carolina Bar and in accordance with law.

3. If the Buyer discovers that the title is defective, the Buyer shall notify the Seller in writing specifying the defect(s). If the defect(s) render the title unmarketable or uninsurable the Seller will have thirty (30) days from receipt of notice within which to remove the defect(s), and if the Seller is unsuccessful in removing them within such time, the Buyer shall have the option of either accepting the title as it then is, or demanding a refund of all monies paid hereunder which shall forthwith be returned to the Buyer and thereupon the Buyer and the Seller shall be released as to one another of all further obligations under this Agreement. All expenses to clear title defects shall be paid by the Seller.

D. Closing

1. This transaction shall be closed and the deed and other closing papers delivered on or before the 30th day following the Date of Commencement of this Agreement (the "Closing Date") unless extended by other provisions of this Contract or by the mutual consent of both parties. The closing shall be held in the county in which the Property is located, at the office of the attorney or other closing agent designated by the Buyer.

2. At closing the Buyer shall pay the cash portion of the Purchase Price by wire, bank cashier's check or certified check either of which shall be issued by and drawn on a local institution and the Seller shall furnish the limited warranty deed, an absence of lien affidavit, non-foreign status affidavit, the usual and customary documents used in transactions in Beaufort and Jasper Counties in developed land transactions, and any corrective instruments that may be required in connection with perfecting the title. The Buyer shall furnish the closing statement.

3. The Seller shall pay the following closing costs: state documentary stamps and surtax charges, the cost of recording any corrective instruments, and its own attorney fees and costs. The Buyer shall pay the cost of recording the deed, title insurance premiums and the cost for recording the purchase money mortgage (if any).

E. Restrictions; Easements; Limitations

The Buyer shall take title subject to: zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, and other exceptions approved by Buyer after receipt of its title insurance binder; provided, however, that there exists at closing no violation of the foregoing and the same does not prevent the use of the

property for the Buyer's intended purposes. It is acknowledged the Property is subject to a property owner's association or condominium association providing for the imposition of common area maintenance charges.

F. Survey

The Buyer, at the Buyer's expense, may have the Property surveyed and certified by a registered South Carolina surveyor. If the survey shows any encroachment on the Property or that improvements intended to be located on the Property in fact encroach on setback lines, easements, lands of others, or violate any restrictions, Agreement covenants, or applicable governmental regulations, the same shall be treated as a title defect.

G. Ingress and Egress

The Seller warrants that there is ingress and egress to the Property sufficient for its use for commercial development purposes.

H. Liens

The Seller shall furnish to the Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to the Seller and further attesting that there have been no improvements or repairs to the Property for 95 days immediately preceding the date of closing in a form satisfactory to the Buyer. If the Property has been improved, or repaired within such time, the Seller shall deliver releases or waivers of mechanic's liens, executed by all general contractors, subcontractors, suppliers, and materialmen, in addition to the Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and materialmen and further reciting that in fact all bills for work to the Property or personalty which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.

I. Prorations

Taxes and assessments (if any) shall be prorated through the day to the closing. Cash at closing shall be increased or decreased as may be required by said prorations. All prorations will be made through the day prior to occupancy if occupancy occurs before closing. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount and homestead or other exemptions if allowed for said year. If closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1 of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration homestead exemption, if any. However, any tax prorations based on an estimate may at the request of either the Buyer or the Seller be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is set forth in the closing statement. Roll-back taxes, if any, shall be the responsibility of Buyer.

J. Special Assessment Liens

Certified, confirmed, and ratified special assessment liens as of the date of closing (and not as of Effective Date) are to be paid by the Seller. Pending liens as of the date of closing shall be assumed by Buyer, provided, however, that if the improvement has been substantially completed as of the Effective Date, such pending lien shall be considered as certified, confirmed, and ratified and the Seller shall, at closing, be charged an amount equal to the last estimate assessing body of assessment for the improvement.

K. Attorney's Fees; Costs

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

L. Contract Not Recordable; Persons Bound; Notice

Neither this Agreement nor any notice thereof shall be recorded in any public records. This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to the party.

M. Occupancy

Seller represents that there are no parties in occupancy other than the Seller. Seller agrees to deliver occupancy of the property at the time of closing unless otherwise stated herein. If occupancy is to be delivered prior to closing, Buyer assumes all risk of loss to the Property and personalty from the date of occupancy, and shall be responsible and liable for maintenance thereof from such date, and shall be deemed to have accepted the Property and personalty in their existing condition as of the time of taking occupancy unless otherwise stated herein or in a separate writing.

N. Conveyance

Seller shall convey title to the Property by limited warranty deed, as appropriate to the status of the Seller, subject only to matters contained in Section C hereof and those otherwise accepted by Buyer.

O. Other Agreements

No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Agreement. No modifications or changes in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

P. Typewritten or Handwritten Provisions

Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of this contract in conflict therewith.

The parties have executed this agreement at Jasper County the day and year as shown below.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. DO NOT SIGN IF THERE ARE BLANK SPACES NOT FILLED IN. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THE PARTIES ACKNOWLEDGE THE EXISTENCE AND INCORPORATION BY REFERENCE OF THE ATTACHED "ADDENDUM #1 TO OPTION."

Buyer

JASPER COUNTY

By: 

Andrew Fulghum, County Administrator

5-6-21

Date

Seller

RICHARD L. DEAN AND THE ESTATE OF BEATRICE M. DEAN

By: 

Richard L. Dean, Individually and as Personal Representative

5-10-21

Date

AGREEMENT OF ESCROW AGENT

I hereby agree to the terms of this Agreement in so far as they govern the conduct of the Escrow Agent. I acknowledge receipt of the "Option Deposit" from the Buyer as specified herein.



David L. Tedder, Esq., Escrow Agent Date May 10, 2021

ADDENDUM # 1 TO OPTION

The Option Agreement ("Option") entered into by and between Jasper County, South Carolina, as Buyer, and Richard L. Dean, Individually and as Personal Representative of the Estate of Beatrice M. Dean, Seller, dated _____, 2021, is hereby amended as follows:

1. Any reference to Buyer indemnification in the Option is deemed to mean "to the extent allowed by South Carolina law, Buyer agrees to indemnify and hold harmless".
2. The Contract is amended to add the following as Paragraphs "Q" and "R":

Q. County Council Ratification. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS OPTION CONTRACT NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF BUYER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING WITHIN THIRTY (20) DAYS OF SELLER EXECUTING THIS OPTION CONTRACT BY THE CHAIRMAN OF THE JASPER COUNTY COUNCIL PURSUANT TO RESOLUTION OF THE COUNCIL. NOTWITHSTANDING THE FOREGOING, IT IS ACKNOWLEDGED AND AGREED THAT THE DURATION OF THE INSPECTION PERIOD IS ESTABLISHED PURSUANT TO THE PROVISIONS OF PARAGRAPH "C" HEREINABOVE."

R. Neither party shall be liable under any legal or equitable theory for any incidental or consequential damages, including without limitation, lost profits or lost opportunity, even if they have been advised of the possibility of such damages. Nothing herein shall be construed to waive any provision regarding the availability or appropriation of funds, sovereign immunity, or any other Immunity, restriction, or limitation on recovery provided by law.

Buyer:

By: _____

Andrew Fulghum, County Administrator

Seller: _____

Richard L. Dean, Individually and as Personal Representative

JASPER COUNTY, SOUTH CAROLINA

Ratified by Jasper County Council in accordance with a Resolution passed on _____, 2021.

AGENDA ITEM:

XI-A

Ordinance item A



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 17, 2021
Project:	Zoning Map Amendment – Community Commercial
Applicant:	Dwayne Lee
Tax Map Number:	028-00-02-127
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission Recommends Approval

Description: The subject property consists of 1.02 acres and is located at 1655 Becks Ferry Road. The Applicant has requested a Zoning Map Amendment to have the property designated as Community Commercial (CC). The property is currently zoned Residential. A commercial structure is located on the property. The applicant is interested in establishing an event space, which is not allowed in Residential; however, the proposed use is allowed in the Community Commercial Zoning District.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation,” which seeks to protect and promote the character of Jasper County that largely exists today outside of the municipalities. Most development, particularly commercial development, should be guided to the hamlets.
- **Adjacent Zoning:** The adjacent parcels are zoned Residential and Rural Preservation.
- **Adjacent Land Use:** Adjacent land uses are residential, agricultural, and vacant property, with a church nearby.
- **Traffic and Access:** The subject property is accessed by Becks Ferry Road, which is a two-lane state maintained highway, classified as a limited local road.

Recommendation: Planning Commission recommends approval of the request to have the property designated as Community Commercial.

Attachments:

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

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2021-13

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 028-00-02-127 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map.

WHEREAS, the owner of the parcel consisting of approximately 1.02 acres bearing Jasper County Tax Map Number 028-00-02-127 located at 1655 Becks Ferry Road, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Residential Zone to the Community Commercial Zone and the property owner submitted that request to the Jasper County Planning Commission and County Council; and

WHEREAS, the Jasper County Planning Commission has not concurred with the recommendations of the staff report as reflected in this Ordinance and recommends approval by Council; and

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 1.02 acres bearing Jasper County Tax Map

Number 028-00-02-127, located at 1655 Becks Ferry Road, depicted on the Jasper County Official Zoning Map in the Residential Zone shall be transferred to the Community Commercial Zone.

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

Ms. Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # 2021-13

First Reading: May 3, 2021
Second Reading: May 17, 2021
Public Hearing: May 17, 2021
Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on
April 13, 2021 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



Jasper County Planning and Building Services

358 Third Avenue • Post Office Box 1659
Ridgeland, South Carolina 29936
Phone (843) 717-3650 Fax (843) 726-7107

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	Dwayne M. Lee
Address:	9110 Purrysburg Road Hardeeville SC 29927
Telephone/Fax:	843-384-1180
Email:	Timbuck5369@gmail.com
Property Address or Physical Location:	1655 Becks Fern/ Road Hardeeville SC 29927
Tax Map Number(s):	028-00-02-127
Gross Acreage:	1.00
Current Zoning:	Residential
Proposed Zoning:	Community Commercial
Administrative Fee: (\$250 per lot) ?	
Date Mailed or Hand Delivered:	2-23-21
Reason for Request: (attach narrative if necessary)	Existing building was used as a Night Club in the past. Just was informed the area is zoned as residential ONLY. Requesting needed change to operate event space (commercial.)

Dwayne M. Lee

2-23-21

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

Date

Internal Use Only

Date Received:	2-26-2021
Amount Received:	\$250.00
Staff Member:	<i>Steve Wagner</i>

DURABLE POWER OF ATTORNEY

TO ALL PERSONS, be it known, that I, ELIZABETH LEE, DOB 4/19/1934 currently residing at 8409 Purrysburg Rd, Hardeeville, SC 29927. do hereby grant a durable power of attorney to Dwayne M. Lee Sr, DOB 11/19/1964 mailing address 9110 Purrysburg Road, Hardeeville, SC 29927 as my attorney-in-fact.

My attorney-in-fact shall have full powers and authority to do and undertake all acts on my behalf that I could do personally including but not limited to the right to sell, deed, buy, trade, lease, mortgage, assign, rent, or dispose of any of, my future real or personal property; the right to execute, accept, undertake, and perform all contracts in my name; the right to deposit, endorse, or withdraw funds to or from any of my bank accounts, depositories or safe deposit box; the right to borrow, lend, invest or reinvest funds on any terms; the right to initiate, defend, commence or settle legal actions on my behalf; the right to vote(in person or proxy) any shares or beneficial interest in any entity; and the right to retain any accountant, attorney, physician or other advisor deemed necessary to protect my interests generally or relative to any foregoing unlimited power. Also my Attorney-in-fact will make health care decisions, act as my health care agent and confer upon this person my health care proxy.

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as in my attorney's best discretion deems advisable, and I affirm and ratify all acts undertaken. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney before or after my death shall have full rights to accept the authority of my attorney-in-fact until in receipt of actual notice of revocation.

SIGNED UNDER SEAL THIS 10 DAY OF June, 2019

Elizabeth Lee

ELIZABETH LEE

CERTIFIED TRUE COPY

of the document recorded in the Offices of the Register of Deeds for Jasper County, S.C., on (date) 11-4-2019 in OR Book 1022 Page 801 This document contains 4 pages *Dwayne M. Lee* Register of Deeds - Jasper County, SC

201900005547 11/04/2019 AT 02:06 PM OR Book 1022 Page 0801 - 0804 Filed for Record in JASPER COUNTY ROD Power Of Attorney Fee: \$25.00

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

On 10 JUNE, 2019, before me, HOWARD MURPHY, personally appeared ELIZABETH LEE personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument in the presence of a witness(s)

WITNESS MY HAND AND OFFICIAL SEAL

Howard Murphy Notary Public Commission Expires 2/15/2027

Notary Public of SC

Affiant _____ Known Produced ID _____

Witness Signature(1) [Signature] Date 6-10-19

Witness(1) Print Name Sacquelyn Fields
265 Bigestate Rd Yemassee SC 29945

Witness Signature (2) [Signature] Date 6-10-19

Witness(2) Print Name Danielle Hamilton
69 Jenkins Rd Yemassee SC 29945

State of South Carolina)
) Probate
County of Jasper)

Before me, HOWARD M. MURPHY the undersigned witness, affirms that I am not a party to or beneficiary of this transaction and, that I signed the above as a subscribing witness and did this day witness the within named ELIZABETH LEE sign, seal and as his/her act. execute the within document.


(Signature of witness)

Sworn to before me this 23
day of August 2018.
Howard M. Murphy
(signature of notary)
Commission expires 2/13/2027

Seal



AGENDA ITEM:

XI-B

Ordinance item B



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 - Fax: 843-726-7800

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

MEMORANDUM

DATE: May 11, 2021

TO: The Honorable County Council

FROM: Andrew P. Fulghum, ICMA-CM, County Administrator *APF*

SUBJECT: License Agreement with Jasper County Radio Control for use of
Property within Cypress Ridge Industrial Park

Background:

In 2012, the County Council adopted an ordinance approving a non-exclusive license agreement with the Jasper County Radio Control Chapter of the Academy of Model Aeronautics, Inc. The agreement was for an initial term of one year. The agreement allowed the group to use a specific, undeveloped section of the park for their activities of flying model aircraft. The agreement restricted hours of operation and required the organization to maintain the property and appropriate insurance. Additionally, any proposed improvements (signage, temp. structures, etc.) had to be approved by the Cypress Ridge Business/Industrial Park Design Review Committee before being considered by the County. Finally, the County maintained the flexibility to terminate the agreement if the property would be needed for economic development purposes.

In 2013, the agreement was renewed for a period of three (3) years. In 2015, at the request of the Cypress Ridge Business/Industrial Park Design Review Committee, the actual location of the site within the park was moved to its current location. In 2016, the agreement was extended for a five (5) year term which expired on May 2, 2021.

Issue/Item:

It is time to address renewal of the agreement.

Action Requested:

Approve the third and final reading of the ordinance authorizing the extension of the agreement for a term of five (5) years.

APF

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE 2021- 11

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To authorize a License Agreement with Jasper County Radio Control, Chapter No. 5096 of the Academy of Model Aeronautics, Inc.

WHEREAS, Jasper County Radio Control, Chapter No. 5096 of the Academy of Model Aeronautics, Inc. wishes to use certain areas of the Cypress Ridge Industrial Park owned or under the control of Jasper County in Ridgeland, South Carolina, for which a License Agreement is required; and

WHEREAS, the staff of Jasper County recommends the granting of said License Agreement under the terms set forth therein;

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

1. Jasper County is authorized to enter into a Non-Exclusive License Agreement as to the real property generally depicted on the drawing attached to the License Agreement showing the Proposed Airspace Boundary over Tax Map Parcel Numbers 048-00-01-008 and 048-00-01-009 with Jasper County Radio Control Chapter No. 5096 upon the terms set forth in the attached copy of the Agreement.
2. The Chairman of Jasper County Council and/or the County Administrator shall be and they are hereby authorized to execute and the Clerk to Council is hereby authorized to attest and deliver such License Agreement and other related

documents as may be necessary or desirable and in so doing, to bind Jasper County.

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

Barbara B. Clark
Chairman, Jasper County Council

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: 2021- 11
First Reading: 4/5/2021
Second Reading: 5/3/2021
Public Hearings: 5/3/2021
Adopted: _____

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

NON-EXCLUSIVE LICENSE AGREEMENT and ITS ATTACHMENTS "A", "B" and "C".

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

NON-EXCLUSIVE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter called "Agreement") is made and entered into this _____ day of _____, 2021 by and between Jasper County, South Carolina, a political subdivision of the State of South Carolina, whose address is 358 Third Avenue, Ridgeland, South Carolina 29936 (hereinafter called "County") and Jasper County Radio Control, Chapter No. 5096 of the Academy of Model Aeronautics, Inc. whose address is c/o Ken Jackson, President, 1197 Pine Arbor Road, Hardeeville, SC 29927 (hereinafter called "Chapter 5096").

For and in consideration of the sum of Five (\$5.00) dollars and the mutual covenants and agreements contained herein, the parties agree as follows:

1. **ACCESS TO THE PROPERTY.** The County grants to Chapter 5096 the right to enter upon portions of the real property as depicted on the Tax Map drawing attached hereto as Attachment "A", being generally known as portions of all those certain pieces, parcels or tracts of land being a portion of the Cypress Ridge Industrial Park Assigned Tax Map Numbers 048-00-01-008, and 048-00-01-009, (hereinafter called "Property"); including the right of access to the Property over the roads providing access to such Property out to Gray's Highway.
2. **TERM.** The term of the Agreement is five (5) years beginning from the date hereof. If Chapter 5096 wishes to extend the term of the Agreement, Chapter 5096 must bring the matter before the Jasper County Council for approval. It is expressly understood by Chapter 5096 that proof of insurance coverage and chapter status must be provided to the County annually and maintained continuously. Proof of Insurance Coverage and Chapter Statutes are attached hereto

as Attachments "B" and "C" respectively. If Chapter 5096 holds over after the expiration of the term of this Agreement with the express or implied consent of the County such holding over shall be deemed to be a month to month tenancy.

3. **USE.** Chapter 5096 is a registered chapter of the Academy of Model Aeronautics, Inc. Chapter 5096's purpose is to stimulate and promote active interests in the building and operating of model aircraft, boats, and cars in the South Carolina Lowcountry area, to promote a feeling of fellowship and establish closer relations among people interested in models, to encourage sportmanlike conduct in all modeling activities, to conduct contests, demonstrations and other activities designed to further the interests and satisfaction of modelers, and to stimulate and encourage the participation of juniors in all phases of model aircraft, boats and cars.

The use of the Property will be limited to the operation of models, meetings, clinics and demonstrations, and other uses necessary and incidental to these uses. No member of the public will be arbitrarily excluded from membership in Chapter 5096, nor arbitrarily prohibited from reasonable use and access to the Property; provided, however, no person will be allowed to operate any type of radio controlled models on the Property unless that person holds and possesses or is under the direct supervision of a person who holds and possesses a current flying license or other operation license issued by the Academy of Model Aeronautics Inc.; and further provided, however, that no person will be allowed to operate any type of model on the Property unless that person is or is under the direct supervision of a current member in good standing of Chapter 5096. All persons operating any type of models from the Property are subject to and must comply with the safety regulations promulgated by the Academy of Model Aeronautics Inc., and Chapter 5096.

Chapter 5096 must restrict operation times to hours of daylight, but in no event earlier than 7:30 a.m. or later than 8:30 p.m., daily.

Fly-overs must not endanger the safety or security of County workers on the Property or adjacent properties, or others on adjacent properties or who may be on the Property. Fly-overs are prohibited in any area where there are residential dwellings. It is the responsibility of Chapter 5096 to obtain permission to operate their models over or on any property adjacent to the County Property being licensed for use by the County by this License Agreement.

It is the duty of Chapter 5096 to provide rules and regulations reflecting the content of the Agreement to all members utilizing County's Property. A copy of the rules and regulations must be provided to the County Administrator or his designee.

4. **MAINTENANCE OF PREMISES.** Chapter 5096 agrees that it will maintain the property subject to this Agreement in good order including but not limited to cutting and grooming of grass and collection and disposal of trash, litter and debris. At the end of the term the premises will be returned to Jasper County in at least as good condition as it was at the beginning of the term.

5. **IMPROVEMENTS AND SIGNS.** Chapter 5096 must obtain prior written approval and consent of the County Administrator or designee and the Cypress Ridge Design Review Committee before making any alterations to the Property. Any improvements approved by the County Administrator or designee and the Cypress Ridge Design Review Committee become the property of the County if the improvements remain on the Property when the Agreement is terminated

Chapter 5096 cannot erect any signs or other advertisement or notices on the Property without specific written approval of the County Administrator or designee and the Cypress Ridge Design Review Committee.

6. **INSURANCE AND INDEMNIFICATION.** Chapter 5096 has a chapter status with the Academy of Model Aeronautics, Inc. and Chapter 5096 activities are insured through the Academy. Insurance coverage can be no less than that required by the County and provided by the Academy. Chapter 5096 agrees to indemnify and pay on behalf of the County, as well as provide a legal defense for County, both of which will be done only if and when requested by County, for all claims, suits, actions, damages, penalties, interest, liability and expenses in connection with the loss of life, bodily or personal injury, environmental damage or liability, and property damage, resulting from Chapter 5096's use of the Property.

7. **ASSIGNMENT.** This Agreement is personal to Chapter 5096 and may not be assigned or transferred.

8. **TERMINATION.**

(A) The County has the right to terminate the Agreement for cause on ten (10) days written notice to Chapter 5096 at the following address: c/o Ken Jackson, President, Jasper County Radio Control, Chapter No. 5096 of the Academy of Model Aeronautics, Inc., 1197 Pine Arbor Road, Hardeeville, SC 29927. Chapter 5096 agrees to notify the County in the event it wishes to relinquish its rights under the Agreement, by written notice sent to: Jasper County Attorney's Office, Post Office Box 420, Ridgeland, South Carolina 29936.

(B) The County has the right to terminate the Agreement without cause on ninety (90) days written notice to Chapter No. 5096 at the following address: c/o Ken Jackson,

President, Jasper County Radio Control, Chapter No. 5096 of the Academy of Model Aeronautics, Inc., 1197 Pine Arbor Road, Hardeeville, SC 29927. Chapter 5096 agrees to notify the County in the event it wishes to relinquish its rights under the Agreement, by written notice sent to: Jasper County Attorney's Office, Post Office Box 420, Ridgeland, South Carolina 29936.

(C) Both the County and Chapter 5696 acknowledge the jurisdiction and regulatory authority of the Federal Aviation Authority ("FAA") for the airspace over the Property and the areas adjacent thereto, and agree that this License Agreement may be terminated or restricted by the County upon receipt of a directive or order from the FAA requiring such termination or restriction.

9. **DISCLAIMER.** The County does not warrant or represent that the Property is safe or suitable for the purpose for which Chapter 5096 is permitted to use it, and Chapter 5096 assumes all risks in its use.

10. **COMPLIANCE WITH STATE AND LOCAL LAWS.** Chapter 5096 shall comply with applicable Federal, State and Local Laws governing its operations and the premises. Violation of such Federal, State Laws or Ordinances may be considered as cause for termination of this Agreement.

11. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

12. **EACH PROVISION MATERIAL CONDITION.** Each term of this Agreement is material and breach by Chapter 5096 of any one of the terms herein contained shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the County.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties and no modifications of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed on behalf of these parties after the date hereof.

14. **APPROVAL BY COUNTY COUNCIL.** This Agreement is not effective until it has been approved by the Jasper County Council.

JASPER COUNTY, SOUTH CAROLINA

ATTEST:

**Barbara B. Clark, Chair
Jasper County Council**

**Wanda Simmons
Clerk to Council**

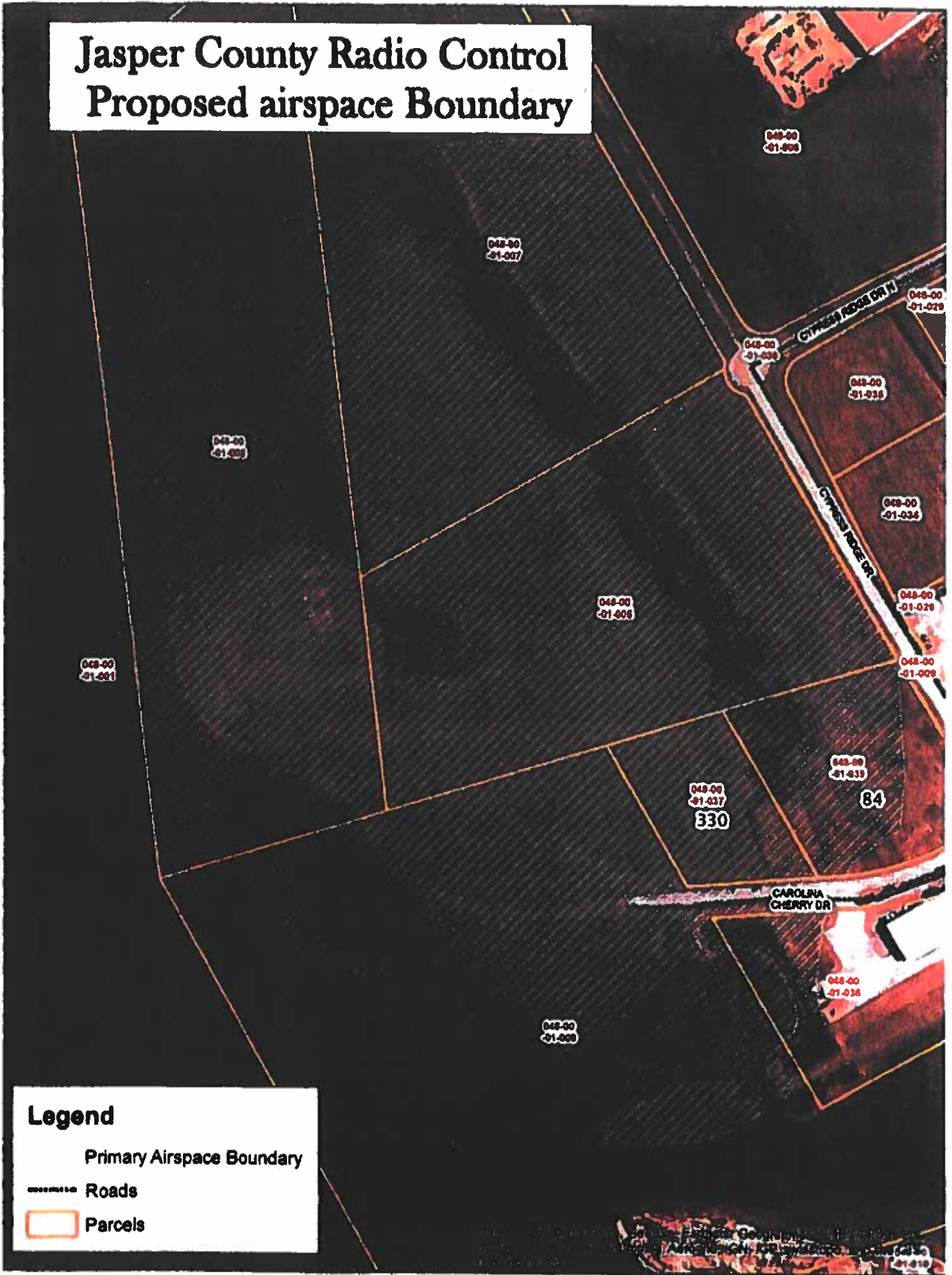
**JASPER COUNTY RADIO CONTROL,
Chapter No. 5096 of the Academy of Model
Aeronautics, Inc.**

Ken Jackson, President

WITNESSES:

Exhibit A

Jasper County Radio Control Proposed airspace Boundary



Legend

Primary Airspace Boundary

Roads

Parcels



Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: PHONE (A/C, No, Ext): 402-861-7000	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURED Academy of Model Aeronautics, Inc. &/or Affiliated &/or Associated Chartered Clubs, Chapters & Members Thereof 5161 E. Memorial Drive Muncie IN 47302	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Westchester Surplus Lines Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 10172

COVERAGES **CERTIFICATE NUMBER: 1303589181** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	G22011534016	3/31/2021	3/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability	Y	Y	G22011546016	3/31/2021	3/31/2022	Limits per Occ \$1,500,000 General Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)
Jasper County S.C. is an additional insured, primary and non-contributing as respects to any additional insured site owner. Location: Cypress Ridge Industrial Park (85 Cypress Ridge Drive N). Club 5096 Jasper County Radio Control

CERTIFICATE HOLDER Jasper County S.C. Andrew Fulghum County Administrator PO Box 1149 Ridgeland SC 29936	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Summary of Liability Insurance Protection

for Charter Clubs, Chapters, and Sanctioned Events

This summary of insurance coverages is merely descriptive and should be used for familiarization and general reference purposes only. For specific policy information including coverage exclusions, limitations for conditions, copies of master policy(s) can be downloaded at www.modelaircraft.org¹.

The General Liability Insurance policy coverage for chartered clubs, chapters, designated site owners and sanctioned event sponsors is effective March 31 each year, subject to the terms and conditions of the policies issued by Westchester Surplus Lines Insurance Company. These insurance policies provide legal liability coverage for AMA chartered clubs, chapters, and sanctioned events if they are sued or claimed to have been negligent in causing bodily injury or property damage. Coverage for liability arising from club modeling operations is also extended to designated site owners who are issued an official Certificate of Insurance as evidence of coverage. Policy benefits include assignment of legal counsel and payment of legal cost related to the investigation, defense or settlement of a covered claim and payment of bodily injury, property damage or limited personal injury (libel, slander, defamation, invasion of privacy) settlements or judgements up to the limits of the policy. Clubs, chapters and sanctioned event sponsors are provided this liability insurance as excess of any other coverage for accidents; however, coverage for designated site owner(s) is primary.

Club officers, contest directors of sanctioned events, and other volunteer worker(s) for AMA, while acting at the direction of, and within the scope of their duties for AMA, are afforded primary liability coverage under this policy. The insurance industry calls this the "vicarious liability" for the acts of others or accidents caused by others.

The maximum per occurrence limit of coverage available by this policy is \$2,500,000 involving bodily injury, personal injury and/or property damage with an overall limit of \$5,000,000 in the aggregate. These limits are for claims occurring during the policy period. Model cars, boats and rockets are included. Property damage liability coverage is subject to a \$250 per claim deductible payable by the club or sanctioned event. The deductible does not apply to bodily injury. There is no coverage for damage caused to models. Liability coverage is not provided under the policy for AMA members in suits or claims asserted by members of their own household. Likewise, no coverage is provided for claims arising from the use of private or commercial aircraft, automobiles or other motor vehicles, or water craft which transport people as operators or passengers in conjunction with club, chapter or sanctioned event activities.

Site Owner Coverage includes:

- ❖ Premises liability for injury to spectators at a flying event.
- ❖ Liability for injury or damage off-site (i.e. a model that strays from the site and injures someone on adjoining property).
- ❖ Legal cost for defense of a lawsuit naming the site owner.
- ❖ Contractual Liability coverage for contracts between the club and site owner holding the site owner harmless for claims or suits involving injury or damage caused by the club's activities.
- ❖ AMA insurance is primary.
- ❖ Separation of insured protects site owners from member or club acts voiding coverage.

Specifically Note:

1. Claim reporting: any incident or claim must be reported immediately to AMA Headquarters, (765) 287-1256, or email claims@modelaircraft.org.

¹ Choose "AMA Documents" from the menu then select "Safety and Member Benefits" from the contents section. The liability policies are Documents 500-L and 500-LA.

Exhibit C



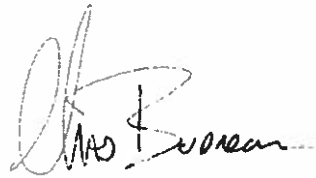
CHARTER CLUB CERTIFICATE

Jasper County Radio Control

AMA Charter Club 5096

Effective 1/28/2021, the Jasper County Radio Control is an officially chartered club of The Academy of Model Aeronautics, Inc.

The club is entitled to all privileges and benefits afforded under the AMA charter club program.



Executive Director

This charter status expires on March 31, 2022, unless the club renews its status prior to the expiration date.

AGENDA ITEM:

XI-C

Ordinance item C

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #2021 -08

ORDINANCE OF JASPER COUNTY COUNCIL

To approve the Transfer to the Town of Ridgeland by deed a road right of way generally described as a portion of the road known as Volunteer Park Road lying within the Town of Ridgeland, and to authorize the Jasper County Administrator to execute such deeds and other documents as may be necessary and appropriate to effect the transfer.

WHEREAS, the Jasper County (County) and the Town of Ridgeland (Town) have discussed the transfer of certain real property owned by the County which consists of a road generally known as Volunteer Park Road, consisting of approximately 0.____9 acres to the Town, with the Town undertaking the obligation to maintain such road; and

WHEREAS, pursuant to the general law of the State of South Carolina, and the plenary grant of authority to county governments under the Home Rule Act , a donation from one political subdivision to another is permissible if the transfer satisfies both a public purpose and the donor's corporate purpose; and

WHEREAS, owning and maintaining public roads has been recognized as an proper governmental purpose, and the provision of public roads by municipalities is an authorized purpose under State law; and

WHEREAS, the Jasper County Administrator recommends and Jasper County finds that the transfer by deed of approximately 0.____ acres, more or less, in order to provide for municipal ownership and maintenance of this road for no consideration is fair and equitable, in the best interests of Jasper County, and both satisfies a public purpose and furthers the Town's purposes;

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

1. Jasper County Council hereby adopts the foregoing premises as its findings regarding the Ordinance; and

2. The Jasper County Administrator is further authorized to execute and deliver on behalf of Jasper County a deed and such other documents as may be necessary or desirable to accomplish the transfer of title to the property identified as a portion Volunteer Park Road," consisting of approximately 0.____ acres, as more particularly shown on the attached Exhibit "A", being a survey of the area to be transferred, to the Town of Ridgeland.

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

Done this _____ day of _____, 2021.

Barbara B. Clark
Chair

ATTEST:

Wanda Simmons
Clerk to Council

A Copy of the referenced Agreement is to be attached hereto prior to adoption and recording.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

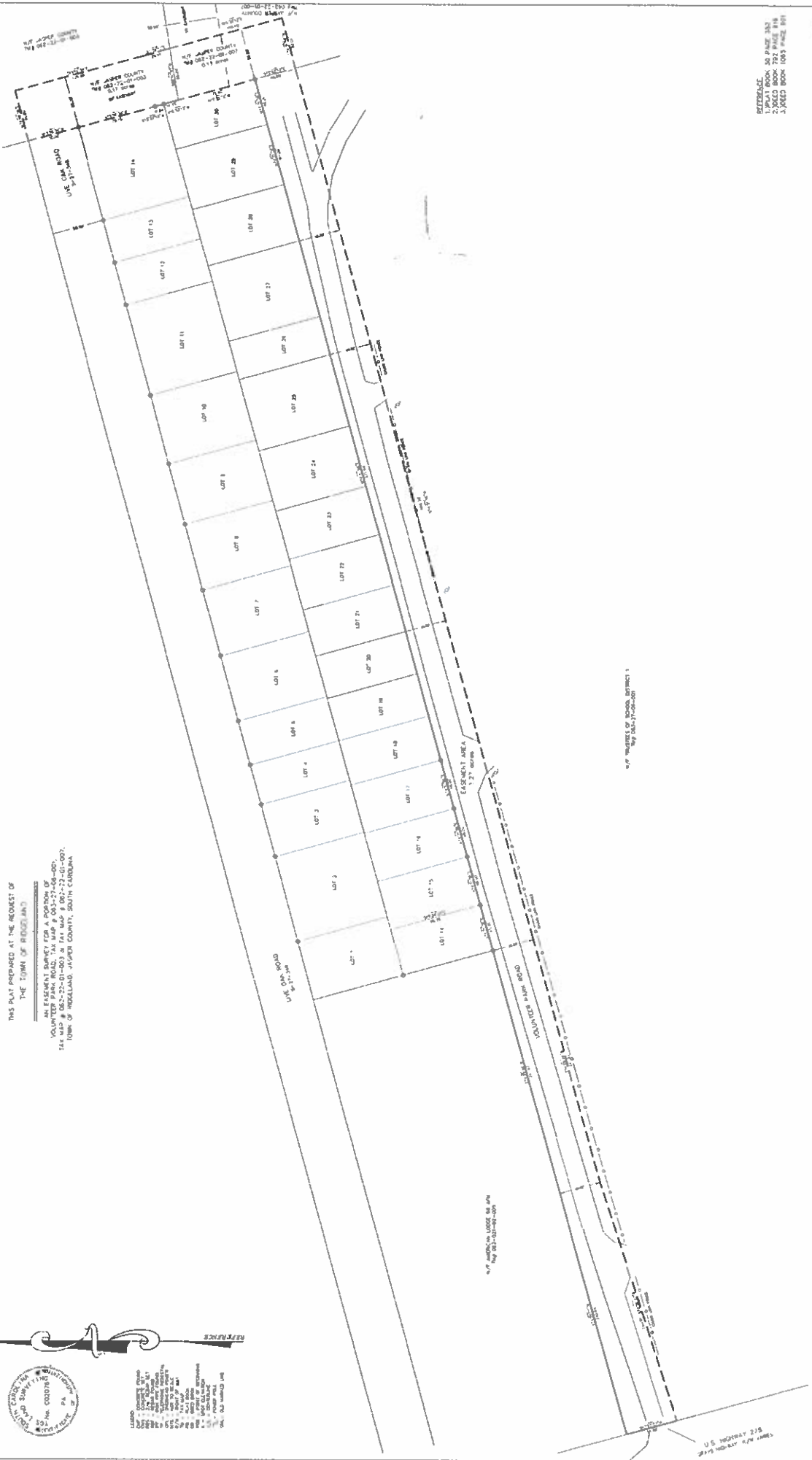
1st Reading – March 1, 2021
2nd reading – May 17, 2021
Public Hearing – April 5, 2021
3rd reading -

THIS PLAN PREPARED AT THE REQUEST OF
THE TOWN OF RIDGELAND

AN EASEMENT SURVEY FOR A PORTION OF
COUNTY MAP # 062-22-01-003, R.F.A. MAP # 062-22-01-002,
TOWN OF RIDGELAND, HANCOCK COUNTY, SOUTH CAROLINA

LEGEND

- 1. CENTERLINE OF ROAD
- 2. RIGHT-OF-WAY LINE
- 3. PROPERTY LINE
- 4. EASEMENT LINE
- 5. EASEMENT AREA
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- 100. EASEMENT AREA



DATE: MAY 12, 2018
JOB # 10289-12011-01
TCS, INC.
1000 W. 10TH ST.
ROSELAND, SC 29088
Phone: 803-776-8800



BY: [Signature]
TCS, INC.
1000 W. 10TH ST.
ROSELAND, SC 29088
Phone: 803-776-8800

OF THE TOWN OF RIDGELAND, SOUTH CAROLINA
THIS PLAN IS A PART OF THE TOWN OF RIDGELAND
COUNTY MAP # 062-22-01-003, R.F.A. MAP # 062-22-01-002,
TOWN OF RIDGELAND, HANCOCK COUNTY, SOUTH CAROLINA
AND IS SUBJECT TO THE TOWN OF RIDGELAND
ZONING ORDINANCES AND REGULATIONS.

AGENDA ITEM:

XI-D

Ordinance item D



**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE 2021-
AN ORDINANCE
OF JASPER COUNTY COUNCIL**

TO PROVIDE FOR THE LEVY OF TAX FOR PUBLIC PURPOSES IN JASPER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1ST, 2021 AND ENDING JUNE 30TH 2022 AND TO MAKE APPROPRIATIONS FOR SAID PURPOSES; TO ADOPT AND APPROVE THE JASPER COUNTY CAPITAL AND OPERATIONS BUDGET FOR FISCAL YEAR 2021-2022, TO MAKE SUCH AMENDMENTS TO THE 2020-2021 CAPITAL AND OPERATIONAL BUDGET TO RECOGNIZE AND RATIFY TRANSFER AS AUTHORIZED BY SECTION 7 OF THAT BUDGET ORDINANCE, AND OTHER MATTERS RELATED THERETO; TO ADOPT AND APPROVE THE JASPER COUNTY SCHOOL DISTRICT CAPITAL AND OPERATIONS BUDGET FOR FISCAL YEAR 2021-2022; TO PROVIDE FOR THE LEVY OF TAXATION FOR FISCAL YEAR 2021-2022; TO LIMIT THE DISBURSEMENTS BY THE COUNTY TREASURER TO THOSE APPROPRIATED BY LAW; TO PROVIDE THAT EXPENDITURES NOT EXCEED APPROPRIATIONS; TO AUTHORIZE TAX ANTICIPATION NOTES; TO MAKE AUTHORIZATION OF CERTAIN TRANSFERS; TO PROVIDE FOR CONTINUING APPROPRIATIONS FOR SUBSEQUENT YEARS; TO REQUIRE CERTAIN AGENCIES AND DEPARTMENTS TO FILE ACCOUNTINGS; TO REQUIRE THE TREASURER TO SIGN GENERAL FUND CHECKS; TO PROVIDE SPECIAL RULES FOR TRAVEL AND TRAINING DISBURSEMENTS; TO PROVIDE FOR TRAVEL REIMBURSEMENTS; TO PROVIDE COMPLIANCE WITH ACT NO. 317 OF 1990; TO PROVIDE CERTAIN BENEFITS TO COUNCIL MEMBERS; TO PROVIDE FOR COUNTY COMMISSION AND COMMITTEE STIPENDS; TO PROVIDE FOR JURY MILEAGE; TO ADOPT PROPERTY VALUES; AND TO PROVIDE FOR EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. Appropriation for Jasper County Capital and General Operations Budget. There is hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County Capital and Operational needs and for the purposes set forth for fiscal year 2021 – 2022:

**JASPER COUNTY
CAPITAL AND GENERAL OPERATIONS BUDGET
FISCAL YEAR 2021-2022**

REVENUES		APPROPRIATIONS	
County Property Tax Levy	\$ 22,640,000	Emergency Service	\$ 12,527,831
L.O.S.T. (Sales Tax)	\$ 3,101,200	Sheriff	\$ 5,345,560
Fee in Lieu	\$ 2,400,000	Detention	\$ 3,339,260
State Aid	\$ 1,108,952	Engineering Services and Solid Waste	\$ 2,556,752
Cash Carry Forward	\$ 3,032,328	Agency Appropriations	\$ 1,919,240
All Other Revenues	\$ 5,556,783	All Others	\$ 12,150,620
	-----		-----
Total	\$ 37,839,263	Total	\$ 37,839,263
County Debt Tax Levy	<u>\$ 1,913,000</u>	County Debt	<u>\$ 1,913,000</u>
County Grand Total	\$ 37,752,263	County Grand Total	\$ 37,752,263

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

SECTION 2. Appropriation for Jasper County School District Capital and General Operations Budget. There is hereby appropriated to the School Operations Budget the remaining non-appropriated funds collected through School District ad valorem taxation in Fiscal Year 2020-2021, which were in excess of School District funds appropriated by the FY 2020- 2021 budget ordinance. There is further hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County School District Capital and Operational needs and for the purposes set forth for fiscal year 2021 - 2022:

**JASPER COUNTY SCHOOL DISTRICT
CAPITAL AND GENERAL OPERATIONS BUDGET
FISCAL YEAR 2021-2022**

REVENUES		APPROPRIATIONS	
School Property Operations Tax Levy	\$ 16,768,500	School District Operations Tax Levy	\$ 16,768,500
School Debt	<u>\$ 3,663,400</u>	School Debt	<u>\$ 3,663,400</u>
School Grand Total	\$ 20,431,900	School Grand Total	\$ 20,431,900

SECTION 3. Levy. There is hereby levied upon the taxable property of Jasper County a sufficient number of mills by the County Council from assessment of the property therein which, together with fines, forfeitures and taxes collected by various tax offices and all income of the County shall raise the amount therein appropriated and for the purpose herein stated.

	Millage
County (less Emergency Services)	85.00
Emergency Services	57.00
County Debt	12.00
School	166.00
School Debt	<u>25.00</u>
Total Mills	345.00
 Cherry Point Fire District	 32.00

SECTION 4. Disbursement by Treasurer. The Treasurer is directed to disburse to or on behalf of the activities described in Sections 1 and 2 no more than the amount appropriated and to hold all additional revenues referred to herein and all revenues collected as a result of and through the levied millage, over and above the appropriations stated herein, in an interest bearing account of the County, pending future appropriation by the County Council. In the event that the actual collection of revenue shall be less than the appropriations made in Section 1 or 2, then appropriations shall be reduced to a sum equal to the amount of revenue actually collected.

SECTION 5. Expenditures Not to Exceed Appropriations. Expenditures shall not exceed appropriations without the consent of the County Council. County Council authorization to amend the budget shall be ratified by ordinance through a budget amendment.

SECTION 6. Tax Anticipation Notes Authorized. For the purpose of paying in cash for the foregoing and all other general ordinary County expenses for Fiscal Year 2021-2022 as authorized by this ordinance or by any other appropriation ordinance hereafter passed in and for said fiscal year, the County Council of Jasper County is hereby authorized, empowered, and directed to borrow from time to time as may be necessary on the official note or notes of Jasper County, or other evidence or evidences of indebtedness, in anticipation of the collection of the taxes herein levied, provided that all loans made from private persons, firms, or corporations shall not exceed \$6,000,000 in the aggregate. Such borrowing shall be sold in such manner and upon such terms as the County Administrator shall deem in the best interest of Jasper County, upon the advice of the County's financial advisor and counsel. Such borrowing may take the form of a public or private sale, as deemed appropriate by the Administrator. Such sum or sums so borrowed shall constitute a valid and prior claim against the said taxes herein levied and against Jasper County, and shall also be secured by a pledge of the full faith, credit, and taxing power of Jasper County. The Administrator, and any other officers or staff of Jasper

County as are deemed by the Administrator necessary or convenient to the accomplishment of the borrowing authorized herein, are hereby authorized to execute all agreements, contracts, certificates, undertakings, disclosures, and other documentation as is convenient or necessary to facilitate such borrowing.

SECTION 7. Authorization of Transfers.

(a) The Administrator is hereby authorized to transfer up to \$5,000.00 from within divisions to meet any line item overage of unforeseen expenditure.

(b) Except as provided in Subsection 7 (a), Budget transfers from one division to another division shall be approved by the County Council.

SECTION 8. Continuing Appropriations for Subsequent Year. Should the County Council in any subsequent year fail to enact an appropriation ordinance for Jasper County, the appropriation and tax levy herein set forth shall be the appropriation ordinance for such subsequent year for Jasper County.

SECTION 9. Agencies and Departments to File Accounting. Agencies or departments receiving appropriated funds under this ordinance, at the County Council's request, shall file an accounting for use of such funds. This accounting shall be available for examination or inspection by the citizens of Jasper County.

SECTION 10. Treasurer to Sign Checks. The Jasper County Treasurer shall sign all general fund checks.

SECTION 11. Special Rules for Travel and Training Disbursements. The elected officials or department heads who receive an annual appropriation for travel and training shall be required to present an itemized statement and all appropriate receipts for reimbursement of the same. No official or department head shall be reimbursed in excess of their annual appropriation unless such expenditures are approved in advance by the County Administrator.

SECTION 12. Travel Reimbursements. All Jasper County employees who have reason to travel outside of Jasper County on official County business shall be reimbursed for same with respect to the County mileage rate which is based on the current IRS rate for mileage and the latest approved meal schedule (breakfast \$10.00. lunch \$18.00 and dinner \$32.00). Per Diem can be paid in advance with proper documentation submitted to the finance office. All out of state travel must be approved in advance by the County Administrator.

SECTION 13. Compliance with Act No. 317 of 1990. Section I of the Fiscal Year 2021–2022 Budget Ordinance contains provisions for the rollback against County property tax of \$2,201,852 of local option sales tax revenue for the fiscal year 2021-2022. The \$2,201,852 meets or exceeds the amount required as rollback in Act No. 317, 1990 Acts and Joint Resolutions 1822. All other local option tax discount revenue shall become general fund expenditures, as budgeted in the Fiscal Year 2021-2022 Budget. The local option sales tax discount factor for Fiscal Year 2021-2022 shall be .0007 which determines

the amount of discount on individual tax bills. The factor was determined by using the formula prescribed by Act No. 317, 1990 Acts and Joint Resolutions 1822.

SECTION 14. Council Member Benefits. The Council Members wishing to be on the County Health Insurance Plan may do so under the same guidelines as the other County employees. Council Members, who do not choose to be on the County's Health Insurance Plan, may be compensated with additional benefits not to exceed the value of a County employee's health insurance benefit paid by the County. Additional benefits that may be offered in lieu of health insurance include, but are not limited to, life insurance, dental insurance, existing 401K, new 401K accounts, existing IRA accounts or new IRA accounts, deferred compensation and credit union. These benefits will be limited to those plans already in place by the County and the County Administrator will have full discretion as to which benefits are offered. These benefits may not be exchanged for monetary compensation under any circumstances.

SECTION 15. Commission and Committee Stipends. This budget ordinance limits the payment of stipends to members of the Jasper County Planning Commission to one stipend per month in the amount of \$100.00. These stipends shall be paid providing the member attends the scheduled meeting. A quorum of the committees must be in attendance at the scheduled meeting for the stipend to be paid. The assessment appeals board members will be paid an annual stipend of \$500.00.

SECTION 16. Juror Mileage. The Clerk of Court is hereby authorized and required to reimburse jurors for mileage for each day's attendance upon court at the current IRS rate for mileage.

SECTION 17. Property Values adopted. The property values established by the County Auditor, County Assessor and the South Carolina Department of Revenue, based on Dec. 31, 2020, valuation date are adopted and ordered implemented for tax year 2021.

SECTION 18. Effective Date. This ordinance shall take effect on July 1, 2021.

Jasper County Council

BY:

Barbara Clark, Chairman

Dr. Curtis Brantley, Vice Chairman

L. Martin Sauls IV, Councilman

Alvin Adkins, Councilman

John Kemp, Councilman

ATTEST:

**Wanda Simmons,
Clerk to Council**

First Reading: 5/17/2021
Second Reading:
Public Hearings:
Adopted:

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

AGENDA ITEM:

XII

New Business item A



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA
Director of Administrative Services
kburgess@jaspercountysc.gov

Jasper County Administrator 25-Yard Open-Top Containers and 39-Yard Self-Contained Compactor

Meeting Date:	May 3, 2021
Subject:	Presentation of bids for the purchase of five (5) 25-yard open-top containers and One (1) 39-Yard Self Contained Compactor
Recommendation:	Council to approve the County Administrator to accept the bid proposal from Baker Waste Equipment, Inc. not to exceed \$50,000

Description: Jasper County advertised for sealed bids for five (5) 25-yard open-top containers and one (1) 39-yard self-contained compactor. The County received three bids. The low bidder was Bakers Waste Equipment, Inc. at \$61,103.22 including sales tax and shipping.

Recommendation: Staff requests that the County Council approve the County Administrator to accept the bid proposal from Baker Waste Equipment, Inc. not to exceed \$50,000 including sales tax and shipping.

Attachments:

Bid Notice
Bid Sheet
Bakers Waste Equipment, Inc. bid
Ace Equipment Co. bid
Reaction Distribution, Inc. bid



**JASPER COUNTY
SOLICITATION #2021-8
NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received for Five (5) 25 Yard Open-Top Containers and One (1) 39 Yard Self-Contained Compactor, by Jasper County, South Carolina, until 2:00 p.m., April 14, 2021, at which time all bids received will be opened. However, due to the building closure to the public, the bid opening will be held via Zoom (the link to the meeting is below.) To be deemed "received" a bid must be submitted electronically through the County's Vendor Registry webpage to ensure that it remains sealed until the scheduled bid opening date and time. A link to County's Vendor Registry webpage may be found under "What's New", "Bids & Solicitations", on the County's website at www.jaspercountysc.gov. Any bids submitted or delivered after the above time will not be accepted under any circumstances.

Bid opening will take place in the Jasper County Council Chambers at the address given below:

**Jasper County Government Building
358 Third Avenue
Ridgeland, South Carolina 29936**

Bidders should direct any questions to Dale Terry, Director of Public Works, who can be reached at (843) 726-7740.

Description of Work:

Jasper County is seeking bids for Five (5) 25-yard open-top containers. Containers should be made of 3/16 thick metal on sides and ¼ thick on floors, with 3/16 x 2 x 6 main rails, 4" ground wheels and 4 x 5 channel on 34-inch centers for side braces and One (1) 39 Yard Self Contained Compactor. The Self-Contained Compactor should contain weather covers, 80% lights and pressure gauges. All bids should include delivery fees and South Carolina and Jasper County sales tax.

Bid Requirements:

Bids should be placed on company letterhead or on a document which provides Bidder name, address, phone number and other pertinent contact information. The successful Bidder will be required to furnish a W-9 and if the vendor performs any work on County property, a certificate of insurance with evidence of liability and workers compensation coverage.

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

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening. The County of Jasper (Owner) reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

Bidders on this work will be required to comply with the President's Executive Order No. 11246 and Order No. 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin; Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

Join Zoom Meeting:

Topic: Bid #2021-8 Opening for 25 Yard Open-Top Containers & 39 Yard Self-Contained Container
Time: Apr 14, 2021 02:00 PM Eastern Time (US and Canada)



**JASPER COUNTY
SOLICITATION #2021-8
NOTICE TO BIDDERS**

Zoom Meeting

<https://us06web.zoom.us/j/89448875922?pwd=eGxWMEY0L1MvUVI4c25XMjZzNH8nQT09>

Meeting ID: 894 4887 5922

Passcode: 259213

One tap mobile

+13017158592,,89448875922# US (Washington DC)

+13126266799,,89448875922# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 894 4887 5922

Find your local number: <https://us06web.zoom.us/j/89448875922?pwd=eGxWMEY0L1MvUVI4c25XMjZzNH8nQT09>

April 14, 2021
2:00 PM



Jasper County Bid Sheet

Five 25-yard open-top containers
& One 39-yard self-contained compactor

Company Name	Address	Amount of Bid	Remarks/Total
Baker's Waste Equipment Inc.	1808 Norwood St. S.W. Lenoir, NE 28645	\$ 61,103.22	
Ace Equipment Co.	W9112 Cherry Road Antigo, WI 54409	\$ 68,699.70	
Reaction Distributing Inc.	19 Brock Street Ajax, Ontario L1S 1S9	\$ 61,169.00	



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

BAKERS WASTE EQUIPMENT

QUOTATION

Amended

Quote No.: 42467
Date: 04/07/21
Valid Until: 05/14/21
Customer No.: C01569
Customer Ref. No.:
Page No.: Page 1 of 3

BILL TO
Jasper County P O Box 1244 Ridgeland SC 29936 USA

SHIP TO
Jasper County 623 Live Oak Drive Dale Terry at 843-247-2237 Ridgeland SC 29936 USA

TOTAL
\$ 61,103.22

Sales Employee: Missi Templeton
Contact Name: Dallas Lassiter
Terms: N30

Ship Via: BWE Transport, LLC
FOB:

Item No.	Description	Unit Price	Quantity	Total
SC-39	Pinnacle Self Cont Compactor-39cy (299"L x 96"W x 105"H)	\$ 19,190.00	1.000	\$ 19,190.00

Baker Tan - FN008,

"The Flex" Remote Power Unit w/ weather cover
*Soft Shift Hydraulics & Calibrating Technology
w/ key lock start, reverse, & e-stop controls in panel
w/ 8ft hydraulic hoses

Voltage 240 / 3ph

Warning lights 80% & 100%
Pressure gauge on Power Unit
Hold To Run

Hydraulic Connections / Disconnects: Left Side

No Load Option Requires Hold To Run

Standard Drawing No.: SC39-001-S

ROR-25-22(48) (23)	Roll Off 25 cu yd Rect.	\$ 7,066.00	5.000	\$ 35,330.00
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Baker Tan - FN008,

1/4 " Floor
7ga Sides w/ 6" break at bottom
4 8x6 ground wheels

Standard Rectangular Specifications:

Understructure Cross Members - 3" channel on 16" center

2 gussets per cross member

Main Rails - 2" x 6" tubing 3/16" wall, with solid bull nose

Pull Hook - 1 1/2" w x 5 1/2" h x 2 1/2" eye opening

Guide Rollers - 4" dia. x 6" long with recessed grease fitting

Top Cap - 4" x 3" x 11 ga wall tubing

Side Ribs - 3" x 5" channel on 38" centers

Hinges - 2 heavy-duty hinges with grease fitting

Canvas Tie Down - Each side, front and door

Paint - Primer inside and outside 2.0 mls, Industrial enamel finish to 2.0



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

BAKERS WASTE EQUIPMENT

QUOTATION

Amended

Quote No.: 42467
Date: 04/07/21
Valid Until: 05/14/21
Customer No.: C01569
Customer Ref. No.:
Page No.: Page 2 of 3

Item No.	Description	Unit Price	Quantity	Total
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We Appreciate Your Interest In BWE Products, And For This Opportunity To Do Business,

Missi Templeton
Bakers Waste Equipment Inc
BWE South Region Sales Manager
828-448-8371 (cell)
828-726-3001 (main office)
mtempleton@bwe-nc.com (email)
www.bwe-nc.com (website)

*Lead Time: Approx (14) Weeks After Receipt Of Order - Subject To Change At Time Of Order

*Prices Quoted Are Good For 30 Days From The Date Of The Quote

*Sales Tax Will Be Applied Unless BWE Has A Tax Exempt Certificate On File

*Customer Is Responsible And Liable For Offloading Equipment Upon Delivery Unless Alternate Methods Have Been Arranged Prior To Delivery

Order Terms and Conditions:

Order Confirmation – quotes are confirmed into orders based on customer verbal or written confirmation.

ALL INFORMATION CONTAINED IN A CONFIRMED QUOTE WILL BE CONSIDERED CORRECT AND ACCURATE AT THE TIME OF THE ORDER

Purchase Orders are recommended and preferred to confirm an order. The quoted product item, price, quantity, and specifications are also acknowledged at the time the order is confirmed.

Prices will be subject to change based on any subsequent alteration to quantity, product design or specification, logistics, or delivery schedule.

*Order Cancellations – cancelled or revised orders if the order is already in production must be approved by BWE and will be subject to 25% cancelation or change order fee.

*Fees may be higher on custom engineered products.

Payment Terms – method and payment terms are confirmed at time of order. New accounts will be subject to a deposit, prepayment, and / or COD payment terms until a credit application can be processed for payment term options

Warranty – standard BWE warranty applies to all new products sold. Warranty date begins on the date the product is received and is only valid if the products have been received, and paid for in full

Shipping Damages – any damages must be noted at the time of delivery to the freight company that delivers the product.

Failure to do so may jeopardize any damage claim to repair, return, or replace the damaged product. Customer is responsible for offloading equipment, and is liable for any damages incurred during offloading

*Return Policy – products must have return authorization from BWE prior to them being returned. Standard items returned are subject to a 25% restocking fee. Fees may be higher or return authorization declined if the products are custom engineered.

*BWE reserves the sole right to waive any return or restocking fees.



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

BAKERS WASTE EQUIPMENT

QUOTATION

Amended

Quote No.: 42467
Date: 04/07/21
Valid Until: 05/14/21
Customer No.: C01569

Customer Ref. No.:
Page No.: Page 3 of 3

Item No.	Description	Unit Price	Quantity	Total
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PINNACLE COMPACTOR DISCLAIMER:

*****SITE READINESS*****

Customer is responsible for the removal of any existing equipment prior to installation new equipment
 Customer will provide a clean, level, concrete pad to spec for compactor installations
 Customer is responsible for supplying the electric service disconnect in line of sight of the compactor
 Electrical disconnect box must be ready ("hot") w/ the proper fuse prior to compactor installation
 Upon installation, compactors will be leveled, secured to the pad, and tested
 Remote power units will be located in close proximity to the compactor and electric disconnect
 Power units are free standing and not bolted to the pad unless specified

*****Compactors ordered without fabricated load options are subject to the 84" Rule (ANSI 245.2)*****

***If the 84" Rule is not met, then the compactor will be equipped w/ "Hold To Run Controls"**

***In lieu of Hold To Run, an "Auto Start Key Switch" can be offered providing the customer assumes responsibility for compliance with the 84" Rule**

***Disclaimer forms for sign off, and assuming responsibility to the 84" Rule are available upon request**

*****IF BWE PINNACLE IS DELIVERING AND / OR INSTALLING, THE CUSTOMER IS RESPONSIBLE FOR OFFLOADING AND PLACEMENT OF EQUIPMENT UPON DELIVERY UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE*****

*****All warranty claims on parts and components are subject to the damaged/defective part being returned to BWE / Pinnacle for inspection*****

Upon receipt of the damaged/defective part, BWE / Pinnacle will diagnose the failure and process the warranty claim accordingly.

If the part is deemed defective, then the replacement part will be provided at no charge

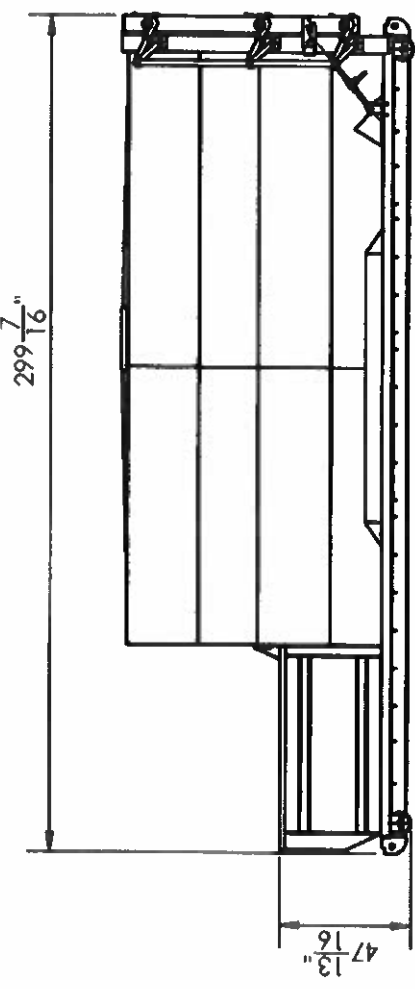
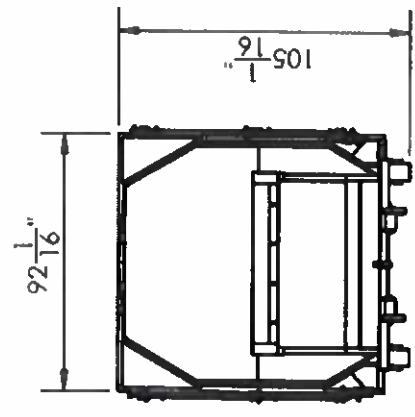
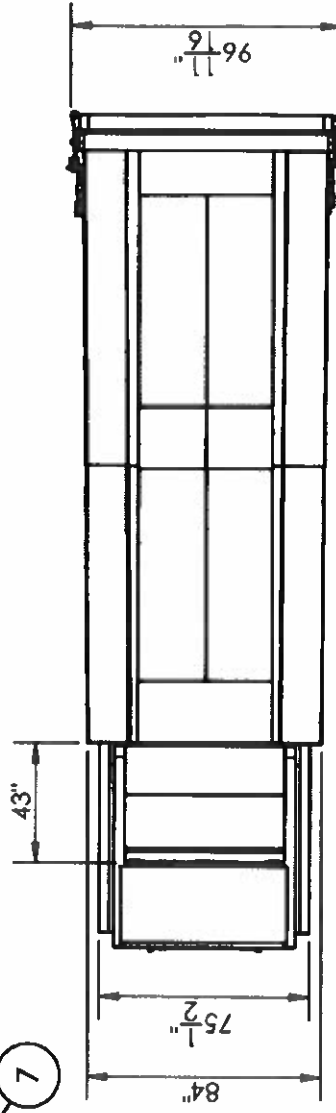
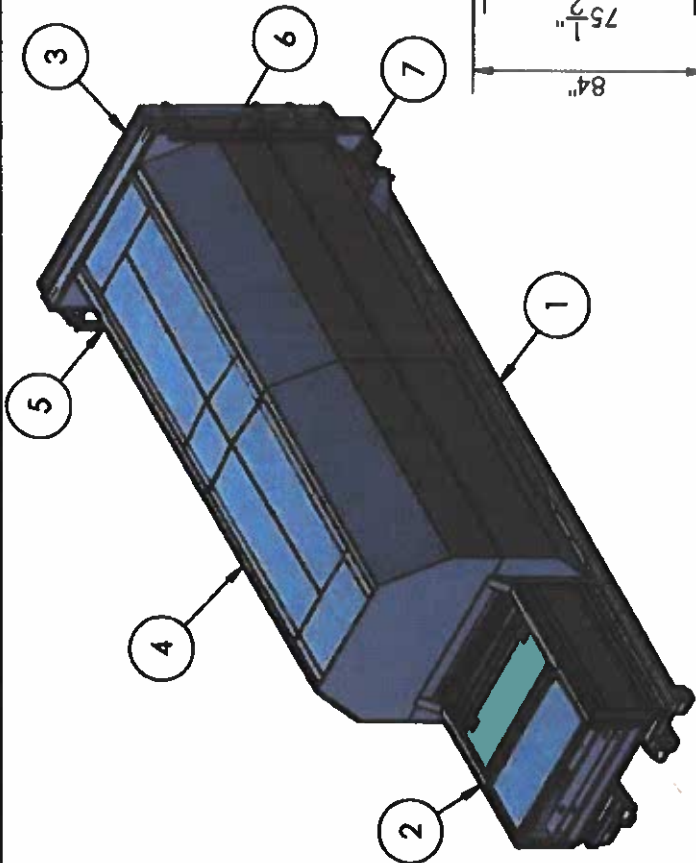
If the part is found to be abused or physically damaged due to misuse, then the replacement part will be invoiced

All parts and components are subject to the BWE / Pinnacle 1 year warranty from date of purchase

Subtotal	\$ 54,520.00
Discount	
Shipping	\$ 1,538.00
Tax	\$ 5,045.22
Total	\$ 61,103.22

Remarks: SC-39; 5) ROR-25-22
 2) Truck Loads @ \$769 ea
 BID Quote

ITEM NO.	PART NUMBER	QTY.
1	SC-39-YARD-BOTTOM-ASSEMBLY	1
2	SC-ST-PACKER-HEAD-ASSEMBLY	1
3	STD-SELF-CONTAINER-DOOR	1
4	SC-39-YARD-BODY-ASSEMBLY	1
5	STD-SC-DOOR-RIGHT-TIGHTIN-LATCH	1
6	STD-SC-DOOR-LEFT-LATCH	1
7	SC-PP-RATCHET	2



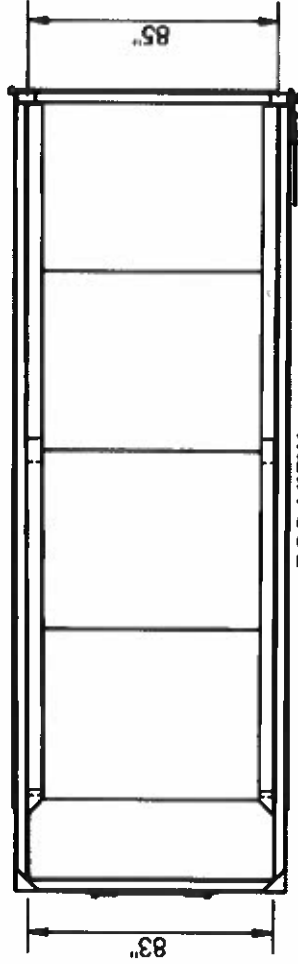
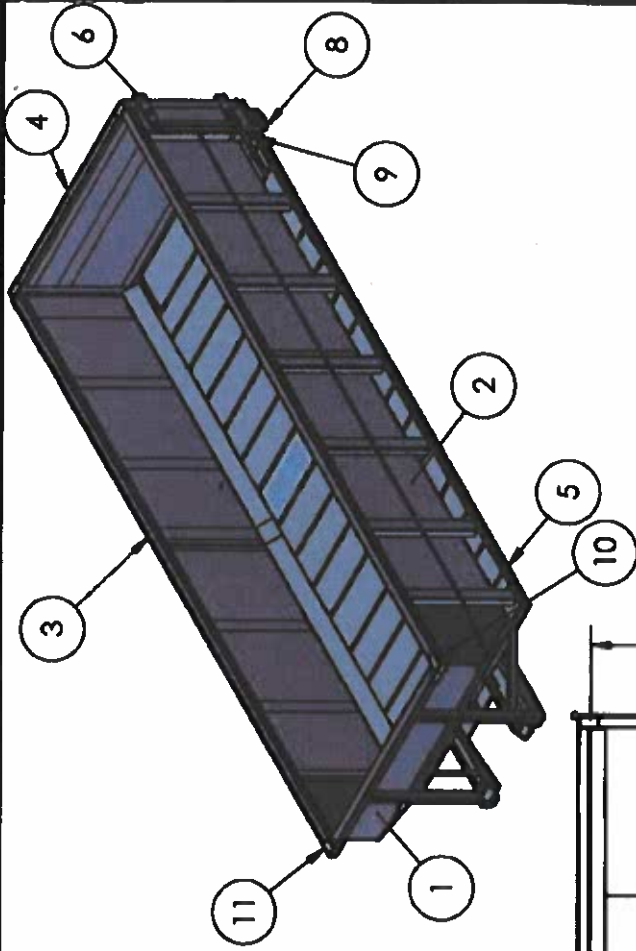
PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BAKERS WASTE EQUIPMENT INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BAKERS WASTE EQUIPMENT INC. IS PROHIBITED.



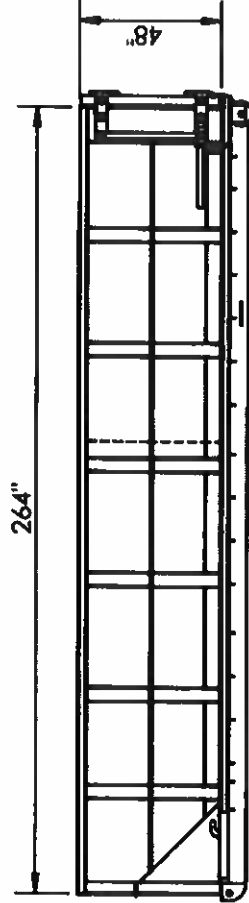
BAKERS WASTE EQUIPMENT INC.
 1808 NORWOOD ST SW
 Lenoir, NC 28645

SOURCE		OH/CT/PU		XX		TITLE: SC-39-YARD SELF-CONTAIN MAIN ASSEMBLY	
TOLERANCES:	NAME	DATE	SIZE	DWG. NO.	REV		
FRACTION +0, -1/16"	M.L.	08/29/19	A	SC-39-YARD-ASSEMBLY	XX		
BEND ± 2°	CHK	XX	SCALE: 1:64	SHEET 1 OF 1			

ITEM NO.	PART NUMBER	QTY.
1	F48-00A	1
2	ROR-25-22-L	1
3	ROR-25-22-R	1
4	D48-00A	1
5	ROR-STD-22-00A-BOTTOM	1
6	STD-48-LATCH	1
7	door hinge assembly	2
8	LATCH GUARD ASSEMBLY	1
9	Standard Key Hole (PC 0043)	2
10	FM0010	1
11	FM0014	1



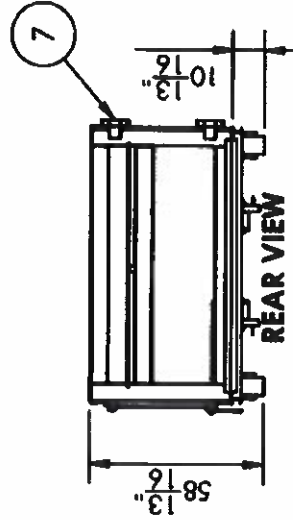
TOP VIEW



SIDE VIEW



FRONT VIEW



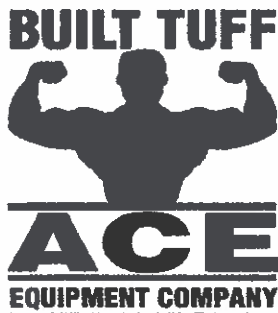
REAR VIEW

BAKERS WASTE EQUIPMENT INC.
 1808 NORWOOD ST SW
 Lenoir, NC 28645

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TITLE: ROR-25-22 CONTAIN ASSEMBLY B.O.M.		REV
SIZE DWG. NO.	A ROR-25-22-A	XX
SOURCE	OH/CT/PU	XX
TOLERANCES:	NAME	DATE
FRACTION +0, -1/16"	M.L.	05/21/19
BEND ± 2°	CHK	XX
	DRW	XX
	SCALE: 1:60	SHEET 1 OF 1

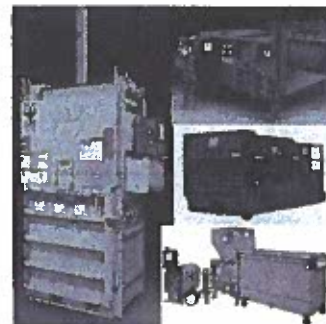


Ace Equipment Company

W9112 Cherry Road, Antigo, WI 54409

Fax: 715-627-2402

715-627-2400



COMPACTOR QUOTE

Prepared By	E-Mail Address	Phone Number	Quote Number	Quote Date	Expires
Collette Andrews	<i>Collette@AceEquipment.com</i>		16908	4/7/2021	5/7/2021
Prepared For	E-Mail Address	Phone Number			
Dale Terry	<i>dterry@jaspercountysc.gov</i>	(843) 726-7740			
Bill To:	Jasper County 358 Third Ave Ridgeland, SC 29936 United States	Ship To:	Jasper County Ridgeland, SC 29936 United States		

CHOOSE COMPACTOR MODEL

QTY	MODEL NO	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	E-39 SELF CONTAINED		\$24,950.00	\$24,950.00

Color (See Color Chart): Ace Brown

Voltage: 208/230/480v 3 Phase

Engineering Required

Machine Dimensions (W-L-H): Special



STANDARD OPTIONS

Built In the USA 100% Built in Antigo, WI Quality Control Inspected 24 / 7 Days Service	Control Panel -Auto Start and Reverse -Keyed Emergency Stop -CFAT - Compactor Fullness Alert Technology	Power Pack -Hydraulic Oil -Oil Fullness Dip Stick -3 Phase Power Unit -60 Decibel power unit -Quiet	Safety Features -Keyed Emergency Stop Button -Light if interlock not working -Light if stop not working
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CHOOSE REQUIRED OPTIONS

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	80 % FULL ADVANCED WARN	80 % Full Advanced Warning Light	\$245.00	\$245.00
1	ALL TEMPERATURE OIL	Hydraulic Oil for All Weather Temperatures	\$310.00	\$310.00
1	PRESSURE GAUGE ON 19' OF	Oil pressure gauge on 19' of hose.	\$245.00	\$245.00
1	SELF CONTAINED GUIDES	For exact placement every time - 180 inches with stops	\$1,020.00	\$1,020.00
1	HOSE STAND	Hose stand for quick disconnects not to touch the ground	\$245.00	\$245.00
1	HOPPER		\$3,250.00	\$3,250.00
5	25 YARD OPEN TOP		\$9,195.00	\$45,975.00
1	18% STEEL SURCHARGE	18% as of 04/7/21	\$3,944.70	\$3,944.70

Thank you for the opportunity to submit this quote.

This Quote does not include taxes.

Warranty on New: 12 months parts and labor.

Customers supply electrical hook up, and must have electrical ready at the time of installation, or there will be an additional charge for a second trip. Customer must have someone available for training at time of installation, or there will be an extra charge to come back for training. Customer provides forklift, add \$500 if we need to provide.

Please Allow a 6-8 Week Lead Time from the time order is received.

THANK YOU FOR YOUR BUSINESS



Customer Requested Delivery Date:

Customer Signature

Date

DISCOUNT:	\$19,060.00
FREIGHT Estimate:	\$4,375.00
INSTALLATION:	\$3,200.00
REMOVAL:	\$0.00
TOTAL in US \$:	\$68,699.70

Thank you for the opportunity to submit this quote.

This Quote does not include taxes.

Warranty on New: 12 months parts and labor.

Customers supply electrical hook up, and must have electrical ready at the time of installation, or there will be an additional charge for a second trip. Customer must have someone available for training at time of installation, or there will be an extra charge to come back for training. Customer provides forklift, add \$500 if we need to provide.

Please Allow a 6-8 Week Lead Time from the time order is received.

THANK YOU FOR YOUR BUSINESS

Page 2 of 2

Reaction Distributing Inc.

ESTIMATE #21-04-13R1

19 Brock Street
 Ajax, Ontario
 L1S 1S9
 Tel: (905) 426-6442 Fax: (905) 426-5925

CLIENT NAME

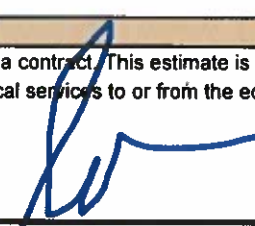
Jasper County Government Building
 358 Third Avenue
 Ridgeland, South Carolina
 29936

JOB DESCRIPTION

Solicitation #2021-8
 5 x 25 yard open-top containers and 1 x 39 cubic yard self-contained compactor

QUANTITY	EQUIPMENT DESCRIPTION	UNIT COST	TOTAL COST
5	Model SH-25 roll-off container, OD: 16'L x 8'W x 6' - 10"H Volumetric capacity: 25 cubic yards 6" x 2" x 3/16" HSS main rails c/w solid bull noses at pickup end 3" @ 4.1 channel floor stiffeners on 16" centers c/w 14" thick floor 3/16" thick walls c/w 4" x 5" formed channel stiffeners on 30" centers Double doors c/w corner stiffeners Universal understructure c/w 4" diameter nose rollers 4 x 8" diameter x 5"W ground rollers Industrial primer on all surfaces Industrial enamel on exterior surfaces except under side of floor	\$6,998.00 included included included included included included included included	\$34,990.00 included included included included included included included
1	Tri-Pak model SPH-39X self-contained compactor Universal understructure c/w 4" diameter nose rollers 3" @ 4.1 channel floor stiffeners c/w 3/16" thick floor system Dimensions: 306"L x 102"H x 102"W Leak proof design c/w full perimeter "T-seal" on the rear door 2 x 4" diameter cylinders (50,240 lbs. of compaction force) 10 hp hydraulic power unit c/w steel cover, 25 gallon oil tank, fill port breather cap, suction strainer, oil sight gauge, oil pressure gauge cleanout port on end of oil reservoir & 15' long hoses	\$21,979.00 included included included included included included included included	\$21,979.00 included included included included included included included
1	Control panel mounted on hydraulic power unit	included	included
2	Keyed cycle start/system reset, e-stop, 80% & 100% full lights	included	included
	Freight to Jasper County site (County to off-load all equipment) 4 x roll-off containers shipped on first truck (nested) 1 x roll-off bin & self-contained shipped on second truck	\$2,100.00	\$4,200.00
Sub-total			\$61,169.00
Total estimated cost			\$61,169.00

This is an estimate only, not a contract. This estimate is for completing the job described above. It does not include the cost to install or connect any electrical services to or from the equipment listed above. It is based on the drawings and specifications provided.

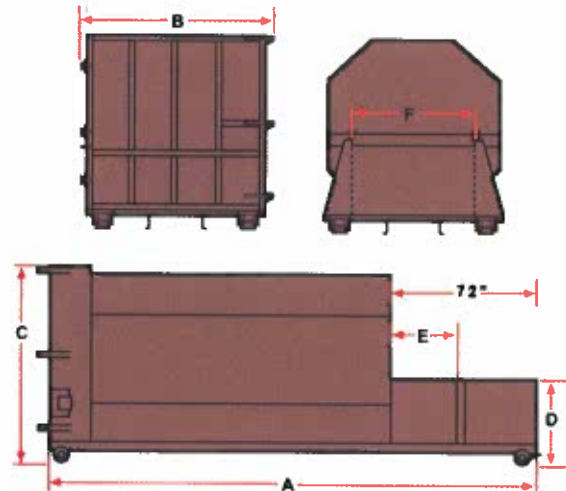

 Larry A. Vine

4/13/2021

DATE

SPECIFICATIONS

	SPH-30X	SPH-35X	SPH-39X
Charge Chamber Volume	1.5	1.5	1.5
Charge Chamber Opening Size	42" x 60"	42" x 60"	42" x 60"
Ram Face Size	24" x 60"	24" x 60"	24" x 60"
Ram Penetration	12"	12"	12"
Compaction Force Normal	50,240 lbs	50,240 lbs	50,240 lbs
Compaction Force Maximum	55,264 lbs	55,264 lbs	55,264 lbs
Cycle Time	34 seconds	34 seconds	34 seconds
System Pressure Normal	2,000 psi	2,000 psi	2,000 psi
System Pressure Maximum	2,200 psi	2,200 psi	2,200 psi
Pump Capacity	10 gpm	10 gpm	10 gpm
Motor Size	10 hp	10 hp	10 hp
Cylinder Size	2 x 4"Ø	2 x 4"Ø	2 x 4"Ø
Cylinder Type	Double Acting	Double Acting	Double Acting
Ram Face Pressure Normal	35.0 psi	35.0 psi	35.0 psi
Ram Face Pressure Maximum	38.4 psi	38.4 psi	38.4 psi
Oil Tank Capacity	25 gal	25 gal	25 gal
Shipping Weight	11,150 lbs	11,660 lbs	12,300 lbs



ELECTRICAL

Control System	110 Volt 60 cycle powered by step-down transformer
Control Panel	Fully wired, keyed start button, emergency stop, full lights, reset button, plc, current sensor (ULCSA)
Power	208/230/460/575 Volt, 3 Phase 60 cycle

DIMENSIONS

	A	B	C	D	E	F
SPH-30X	240"	102"	102"	45"	42"	60"
SPH-35X	276"	102"	102"	45"	42"	60"
SPH-39X	306"	102"	102"	45"	42"	60"

STANDARD FEATURES

- ▶ CSA/UL Approved Design
- ▶ Heavy duty oil tight pushbutton controls
- ▶ Keyed start switch with reset
- ▶ Single and multi-cycle operation
- ▶ PLC based controls
- ▶ 75% and 100% container full lights

OPTIONAL EQUIPMENT

- ▶ HMI based control panels
- ▶ Fluid filled Pressure Gauge
- ▶ Oil heater
- ▶ Odor control system
- ▶ Custom hoppers (open/enclosed)
- ▶ Custom wall chutes (side/rear)
- ▶ Custom weather enclosures
- ▶ Walk-on/drive-on deck systems
- ▶ Complete systems monitors
- ▶ Hydraulic cart tipping systems

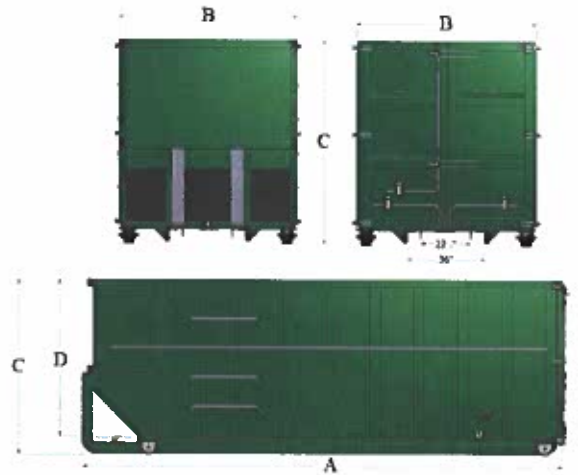
This equipment conforms to all current ANSI Z245.2-2013 safety standards and OSHA requirements

In order to provide the most currently engineered and designed equipment, we reserve the right to change specifications without notice. This brochure is intended to provide information only, and should be used in an arbitrary manner to judge equipment for any particular purpose.



DIMENSIONS

	Capacity	A	B	C	D
SH-20	20	20' - 6"	8' - 0"	4' - 10"	4' - 0"
SH-30	30	20' - 6"	8' - 0"	5' - 10"	5' - 0"
SH-40	40	20' - 6"	8' - 0"	8' - 0"	7' - 2"
SH-50	50	24' - 6"	8' - 0"	8' - 2"	7' - 4"



STANDARD ELECTRICAL FEATURES

- ▶ UL/CSA Approved Design
- ▶ Meets/exceeds OSHA regulations
- ▶ PLC "flex-design" based control systems
- ▶ NEMA 4 rated enclosure
- ▶ Internal timers prevent system run-on
- ▶ 24-volt controls
- ▶ Adjustable multi-cycle timer
- ▶ 75% and 100% full light
- ▶ Heavy duty oil-tight pushbutton controls
- ▶ Key lockable start pushbutton

HYDRAULIC SYSTEM UPGRADES

- ▶ Single phase and three phase power units
- ▶ Hi-lo hydraulic pumps
- ▶ Regen circuit
- ▶ Oil cooler
- ▶ Bio-degradable oil
- ▶ In tank oil heater
- ▶ Low temperature oil (as low as -90 Celsius available)

ELECTRICAL SYSTEM UPGRADES

- ▶ System monitor
- ▶ Remote start/stop station
- ▶ Auto-start system (photo-eye or sonic sensor)
- ▶ Wireless remote control
- ▶ Biometric interface
- ▶ HMI based operator interface

COMPACTOR UPGRADES

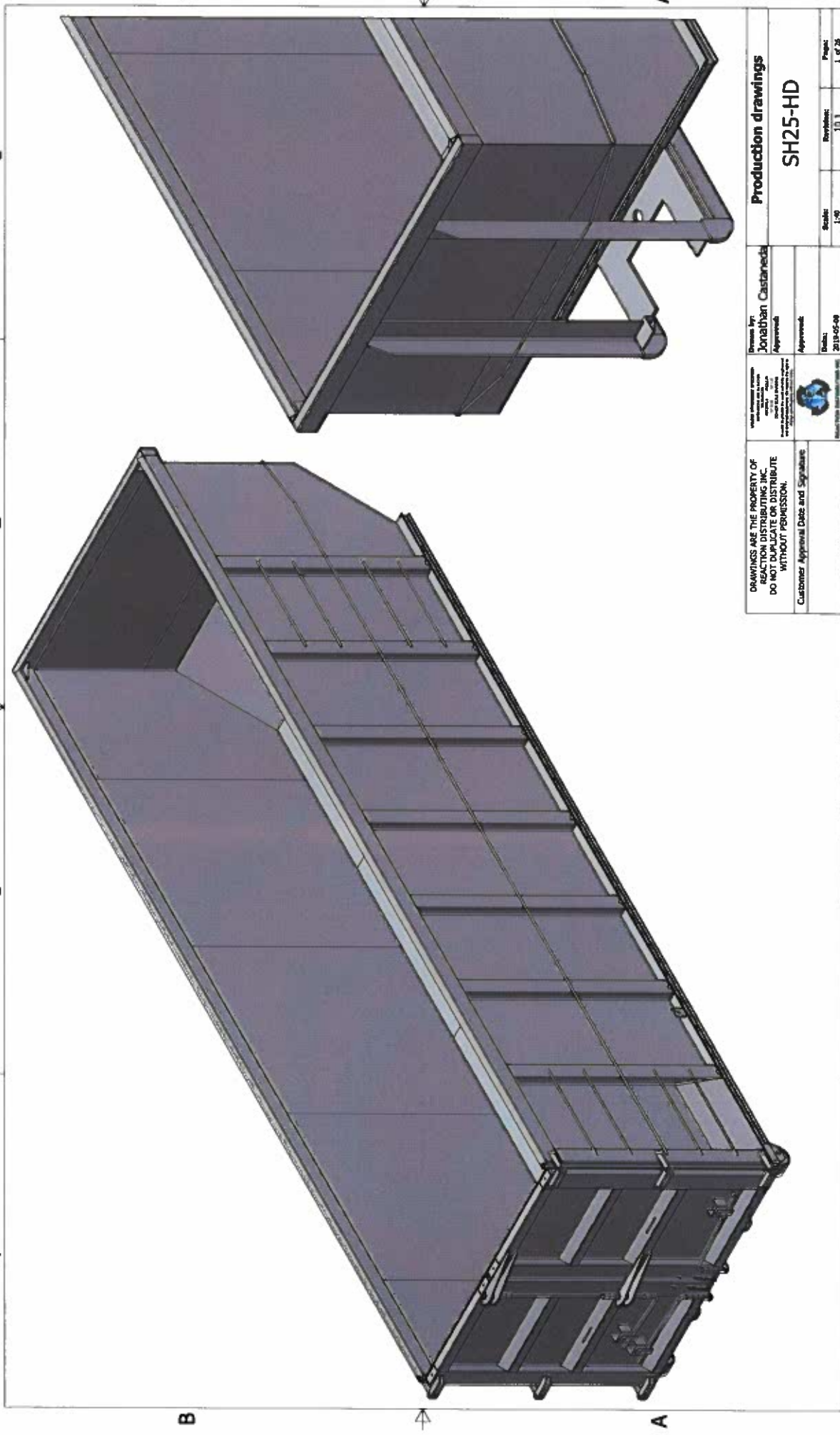
- ▶ Custom chute systems
- ▶ Custom weather enclosures
- ▶ Drive-on deck systems (certified up to 20,000 lbs.)
- ▶ Tongue and grooved floor designs
- ▶ AR plate floors and sides
- ▶ Custom hydraulic cart flipping systems
- ▶ Custom steel safety barriers
- ▶ Custom hydraulic lift systems

This Equipment is UL/CSA Approved and Conforms to all Current ANSI Z245.2 Safety Standards

In order to provide the most currently engineered and designed equipment, we reserve the right to change specifications without notice. This brochure is intended to provide information only, and should not be used in an arbitrary manner to judge equipment for any particular purpose.

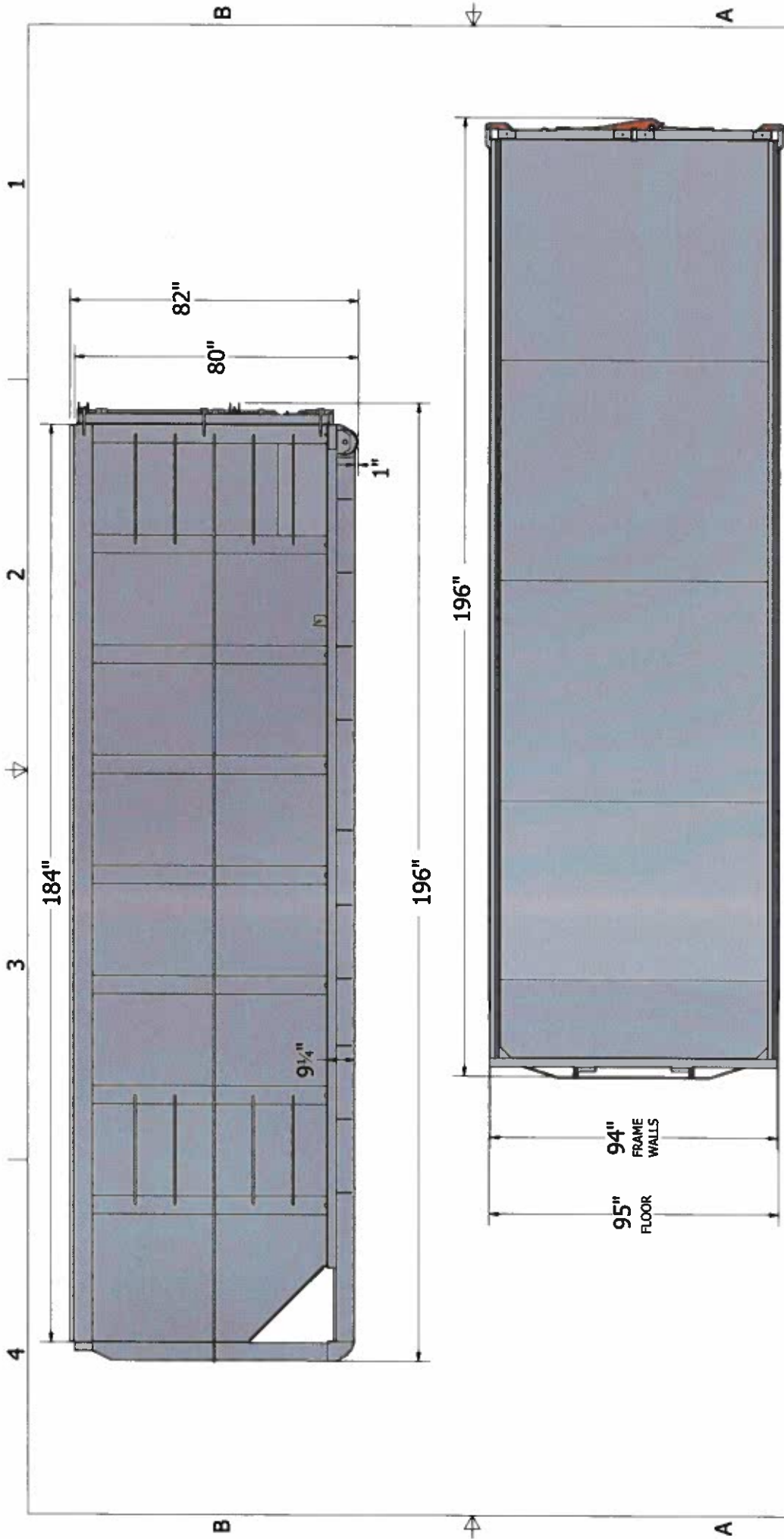


1 2 3 4



<p>DRAWINGS ARE THE PROPERTY OF REACTION DISTRIBUTING INC. DO NOT DUPLICATE OR DISTRIBUTE WITHOUT PERMISSION.</p>	<p>Drawn by: Jonathan Castaneda</p>	<p>Production drawings</p>
	<p>Approved:</p>	<p>SH25-HD</p>
<p>Customer Approval Date and Signature</p>	<p>Date: 2018-05-08</p>	<p>Scale: 1:00</p>
	<p>Revision: 1.0.1</p>	<p>Page: 1 of 26</p>

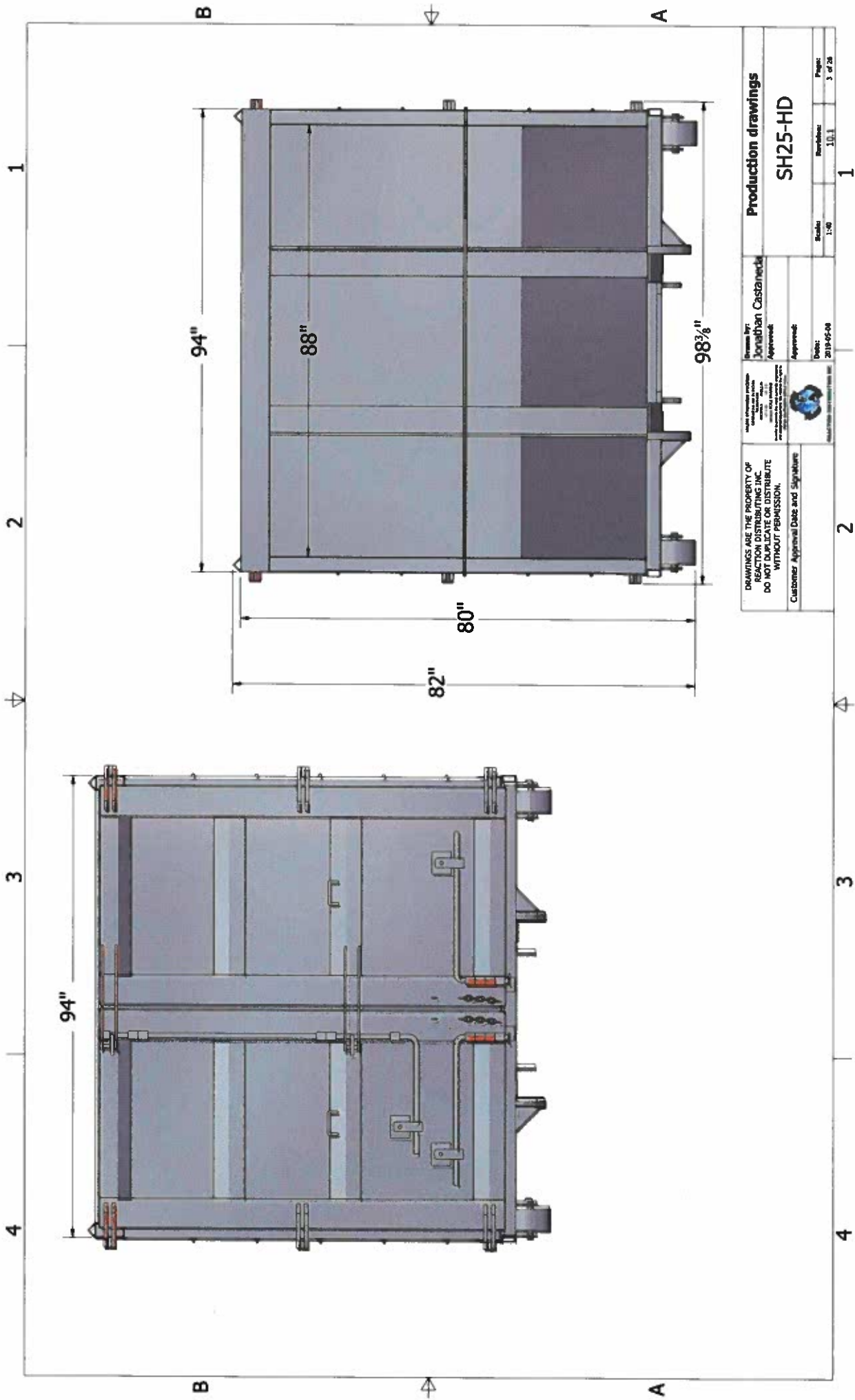
1 2 3 4



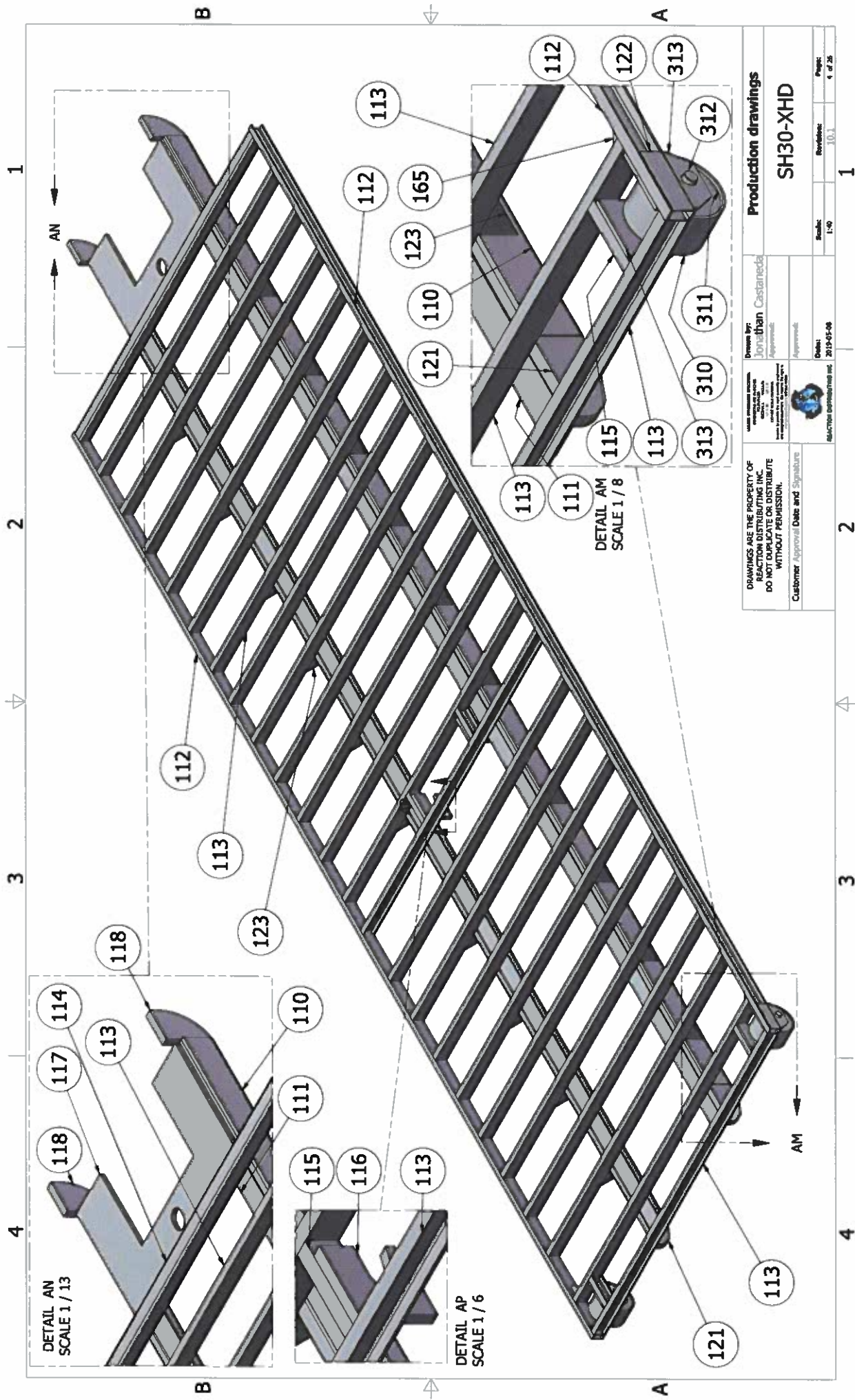
DRAWINGS ARE THE PROPERTY OF REACTION DISTRIBUTING INC. DO NOT DUPLICATE OR DISTRIBUTE WITHOUT PERMISSION. Customer Approval Date and Signature	Design By: Jonathan Castaneda Approved:	Production drawings SH25-HD
	Date: 2019-05-08	Scale: 1:00
Reaction Distributing Inc. 10000 Highway 101, Suite 100 San Diego, CA 92126 Phone: 619-444-1111 Fax: 619-444-1112 Email: sales@reactiondistributing.com		Project: 30.1 2 of 28

OVERALL DIMENSIONS

4 3 2 1 4 3 2 1



<p>REVISIONS ARE THE PROPERTY OF REACTION DISTRIBUTING INC. DO NOT DUPLICATE OR DISTRIBUTE WITHOUT PERMISSION.</p> <p>Customer Approval Date and Signature</p>		<p>Project: SH25-HD</p>	
<p>Drawings By: Jonathan Castaneda</p> <p>Approved:</p>		Scale:	1:40
<p>Customer Approval Date and Signature</p>		Scale:	1:40
<p>DATE: 2018-06-06</p>		Revision:	1.0.1
<p>Customer Approval Date and Signature</p>		Project:	3 of 26



Production drawings
SH30-XHD

Drawn by:
 Jonathan Castaneda

Approved:

 Jonathan Castaneda

Customer Approval Date and Signature

DATE: 2013-05-08

Scale: 1:50

Revisions: 10.1

Project: 4 of 25

Reaction Distributing Inc.

Reaction Distributing Inc.

Reaction Distributing Inc.

Reaction Distributing Inc.

Reaction Distributing Inc.

Reaction Distributing Inc.

Reaction Distributing Inc.

DETAIL AN
 SCALE 1 / 13

DETAIL AP
 SCALE 1 / 6

DETAIL AM
 SCALE 1 / 8

BUSINESS/CORPORATE REFERENCE

This reference is provided by Reaction Distributing Inc. as part of its submission package.

Information	Reaction Distributing Inc. Client Reference
Company name	Trousdale County
Contact Person	Mr. Cliff Sallee
Title	Director of Public Works
Address	210 Broadway
City	Hartsville
State/Province	Tennessee, 37074
Telephone Number	(615) 374-2461
Email Address	cliff.sallee@trousdalecountyttn.gov
Equipment Type	stationary trash compactors and containers
Date of Sale to Client	ongoing, last sale in 2019
Description of Contract	stationary compactors and receiver containers for the County solid waste transfer station

REACTION DISTRIBUTING INC.

Tel: (905) 426-6442 * Fax: (905) 426-5925

BUSINESS/CORPORATE REFERENCE

This reference is provided by Reaction Distributing Inc. as part of its submission package.

Information	Reaction Distributing Inc. Client Reference
Company name	DeKalb County
Contact Person	Ms. Tina Phan
Title	Administrative Coordinator
Address	3720 Leroy Scott Drive
City	Decatur
State/Province	Georgia, 30032
Telephone Number	(404) 294-2708
Email Address	tphan@dekalbcountyga.gov
Equipment Type	self-contained compactors
Date of Sale to Client	on going contract since 2017
Description of Contract	supply SPH-34X self-contained compactors for DeKalb County schools and government buildings

REACTION DISTRIBUTING INC.

Tel: (905) 426-6442 * Fax: (905) 426-5925

BUSINESS/CORPORATE REFERENCE

This reference is provided by Reaction Distributing Inc. as part of its submission package.

Information	Reaction Distributing Inc. Client Reference
Company name	Houston County Tennessee
Contact Person	Mr. James Bridges
Title	Mayor
Address	
City	
State/Province	
Telephone Number	(931) 622-2501
Email Address	james.bridges@hocotn.com
Equipment Type	T-300 stationary compactors
Date of Sale to Client	spring 2020
Description of Contract	supply new stationary compactors and containers

REACTION DISTRIBUTING INC.

Tel: (905) 426-6442 * Fax: (905) 426-5925

1-2-3 Month Warranty Statement

Term

Unless terminated as hereinafter provided, this warranty shall continue in full force for a period of 3 years on the shell, 2 years on parts and 1 year on labor, and shall govern all transactions between the parties hereto following the completion of installation of the product at the end user's facility, and evidenced by a signed and dated installation report and warranty registration returned to Reaction Distributing Inc. If no registration card is remitted or the factory does not provide the installation, the warranty period shall be considered to start on the date of shipment.

Limited Warranty

As limited herein, the Reaction Distributing Inc. products (the "goods") you have purchased are warranted by Reaction Distributing Inc. ("seller") to be free of all defects in material and workmanship. This warranty does not apply to any defects caused by negligence, misuse, modifications, alterations or accidents by purchaser or third parties.

Seller's liability under warranty shall be limited to the repair and replacement of parts and the necessary labour and services required to repair the goods and shall be in lieu of any other remedy available under applicable law and shall not exceed the purchase price of the goods. IT IS EXPRESSLY AGREED THAT THIS WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, OF FITNESS AND IN LIEU OF THE WARRANTY OF MERCHANTABILITY, AND ALL SUCH OTHER WARRANTIES ARE HEREBY REVOKED AND DISCLAIMED.

The Seller neither assumes nor authorizes any representative or person to assume for seller any other liability in connection with sale or shipment of our products.

The Seller reserves the right to make changes or improvements in our products without notice and without incurring any obligation to prospective customers.

The Seller reserves the right to make changes or improvements in our products without incurring any obligation to similarly alter products previously purchased.

Except in the case of damages or defect attributable to the Seller, the Buyer shall not make any claim against the Seller for any damaged or defective product or part.

If the Seller breaches or repudiates this contract, the Buyer shall not be entitled to recover any incidental damages as that term is defined in the Uniform Commercial Code.

If the Seller breaches or repudiates this contract, the Buyer shall not be entitled to any consequential damages as defined in the Uniform Commercial Code.

The Seller does not warrant that any product purchased shall conform to 1) any affirmation of fact or promise relating to it, or 2) any description of it. No affirmation, promise, or description relating to any product purchased shall be deemed part of the basis of the party's bargain.

No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this contract, and unless an affirmation, representation, or warranty made by agent, employee or representative is specifically included within this contract, it will not be enforceable by the Buyer.

Items Not Covered

The Seller waives the standard warranty on the following components and systems:

- Downstroke baler ejection system – to include dump rods, dump handles, dump trays and associated components
- Sonozaire hoses and fittings
- Broken or lost baler/compactor keys
- Broken or bent limit switch arms
- Maladjusted or dirty photoelectric eyes and reflectors
- All fuses and thermal/voltage/current limiting devices
- Guide islands and wheel stops
- Anchor bolts
- Container nose rollers
- Self-contained compactor door seals
- Adjustment of current sensors and/or changes PLC programs
- Castors and/or castor brackets
- User abuse
- Hauler related damage
- Cold weather-related damage
- T-20X-HAS diverter plate impact damage
- T-20X and T-20X-HAS impact zones

Return of Products or Service Parts for Repair or Credit

Unless the Seller shall have authorized or permitted the return of any products or parts, in writing, or by phone with Return Material Authorization Number assigned by Reaction Distributing Inc. to the specified product or parts, the Seller shall not be obligated to accept from the Buyer any products or parts returned, nor to make any exchange thereof, nor to credit the Buyer therefore.

Notice of Claims

- The Buyer must notify the Seller immediately by phone or writing, or fax, of any defect, malfunction, or nonconformity after he or she knows or has reason to know the basis of any

claim, and in no event more than ten days thereafter. Within 24 hours after receiving notice from the Buyer, the Seller will authorize repair or replacement of the defective part.

- (A-1) Reaction Distributing Inc. at its sole discretion, will have the option to make repairs or authorize a distributor or third party to make repairs
- (A-2) All claims for repairs must be accompanied with a Warranty Job Order Number. Failure to obtain a Job Order Number will relieve the Seller from all liability
- Failure to give the notice prescribed by Subsection (A) shall relieve the Seller from all liability on any claim in respect to any transaction growing out of this warranty
- The provisions of this shall survive the termination of any other portions of this warranty

Common Carriers Agents of Distributor

Whenever the Seller shall deliver or cause to be delivered to a common carrier any goods ordered by the Buyer, whether the particular carrier shall have been designated in the shipping or routing instructions of the Buyer or not, the Seller shall not be responsible for any delays or damages in shipment and the common carrier, to which the Seller shall deliver goods shipped to the Buyer, is declared to be the agent of the Buyer.

Completeness of Instrument

This instrument contains all of the agreement, understandings, representation, condition, warranties, and covenants made between parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments thereto must be in writing.

No Implied Waivers

The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Controlling Law

The validity, interpretation, and performance of this warranty shall be controlled by and construed under the laws of the Province of Ontario, the province in which this warranty is being executed. It is understood, however, that this is a general form of warranty, designed for use in Canada wherever the Seller may desire to sell its products and that any provision herein, which in any way contravenes the laws of any province or jurisdiction shall be deemed not to be a part of this warranty therein.

Buyer Not an Agent

This warranty does not constitute the Buyer as the agent or legal representative of the Company, or the Company as the agent or legal representative of the Buyer for any purpose whatsoever. Neither party is granted any expressed or implied right or authority by the other party to assume or create any

obligation or responsibility on behalf of, or in the name of, the other party, or to bind the other party in any manner or thing whatsoever.

Finality of This Writing

The parties intend this document to be the final expression of their agreement and it is intended also as complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this document. Acceptance or acquiescence in a course of performance rendered under this document shall not be relevant to determine the meaning of this contract even when the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

AGENDA ITEM:

XII

New Business item B





Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA
Director of Administrative Services
kburgess@jaspercountysc.gov

Jasper County Administrator LED Lighting System Cypress Ridge Spec Building #4 193 Cypress Ridge Drive, Ridgeland, SC 29936

Meeting Date:	May 17, 2021
Subject:	Presentation of bid for all necessary material, labor, tools, supplies, skilled supervision, and project management to remove existing six flood fixtures and install new LED industrial fixtures providing the building located at 193 Cypress Ridge Drive within Cypress Ridge Business Park with a fully functional interior LED lighting system
Recommendation:	County Council to approve the County Administrator to accept the bid proposal from NetZeroUSA as the perceived low bidder and to execute all necessary documents to perform the project.

Description: Jasper County advertised for sealed bids for all necessary material, labor, tools, supplies, skilled supervision, and project management to remove existing six flood fixtures and install new LED industrial fixtures providing the building located at 193 Cypress Ridge Drive within Cypress Ridge Business Park with a fully functional interior LED lighting system. The County received only one bid from NetZeroUSA for \$24,361.50 including sales tax, if applicable. The bid was reviewed by a representative of SouthernCarolina Alliance, and it was determined that the bid met all of the bid specifications. The project is funded by a \$40,000 grant from Palmetto Electric.

Recommendation: Staff recommends that the Council approve the County Administrator to accept the bid proposal from NetZeroUSA as the perceived low bidder and to execute all necessary documents to perform the project.

Attachments:
Bid Notice
NetZeroUSA bid



**JASPER COUNTY
SOLICITATION #2021-10
NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received for all necessary material, labor, tools, supplies, skilled supervision, and project management to remove existing six flood fixtures and install new LED industrial fixtures providing the building located at 193 Cypress Ridge Drive within Cypress Ridge Business Park with a fully functional interior LED lighting system until 2 PM, April 15, 2021. However, due to the building closure to the public, the bid opening will be held via Zoom (the link to the meeting is below.) To be deemed "received" a bid must be submitted electronically through the County's Vendor Registry webpage to ensure that it remains sealed until the scheduled bid opening date and time. A link to County's Vendor Registry webpage may be found under "What's New", "Bids & Solicitations", on the County's website at www.jaspercountysc.gov. Any bids submitted or delivered after the above time will not be accepted under any circumstances.

Bid opening will take place in the Jasper County Council Chambers at the address given below:

**Jasper County Government Building
358 Third Avenue
Ridgeland, South Carolina 29936**

Project Location: 193 Cypress Ridge Drive, Ridgeland SC 29936 within Cypress Ridge Business Park

Existing Conditions: The 50,000-sf metal building is not occupied. There are no internal walls and a dirt floor. The building has a standard 110/220 electrical panel with power to existing lights, outlets, and ventilation fan. The original construction documents specified six (6) interior LED flood light fixtures Sigma Luminous ARK-02-300W-UNV-40K-T2-LB to provide temporary lighting. Building does not have available water/sewer or restroom facility.

General scope of project: All work must meet current local codes. All material must be new and listed for its intended use. Where UL labelling is available for the class of material it shall be furnished with UL labeling on the product. Licensed electrical contractor shall provide all necessary material, labor, tools, supplies, skilled supervision, and project management to remove existing six flood fixtures and install new LED industrial fixtures providing the building with a fully functional interior LED lighting system. The record drawing from the original construction is included and incorporated by reference to this request, all notes shall apply to this project.

The following are specific requirements of the project:

1. Remove the existing six (6) flood fixtures and retain for owner future use. Fixtures to be placed in contractor provided tote(s) with a lid and remain in the building.
2. Provide a point-to-point lighting study in PDF format of proposed lights prior to installation with lighting cut sheets that can be provided to prospective owner.
3. Furnish and install (provide all mounting equipment/conduit/wire/supplies) for min of thirty (30) new LED industrial fixtures with motion sensors. Ten (10) min shall include fixture mounted battery backup to act as emergency lights.
 - a. LED fixtures will be new industrial type with a minimum life rating of 50,000 hours and have a minimum 5-year manufactures warranty.
 - b. Fixtures to have replaceable individual motion sensors calibrated for high bay industrial installation.
 - c. Fixture will be UL listed for damp locations.
 - d. Fixture will have minimum 20,000 Lumens and have a lens.
 - e. Lamp Color Temperature will be between 4200K and 4800K.
 - f. Fc requirements measured 3' AFF: 4 Fc min, 12+Fc average with Max/Min ratio not larger than 6.
4. Remove all debris and material associated with project, leaving the building in the same or better condition at the end of the project.
5. Provide a written one-year contractor labor and material warranty.
6. Permit fee if applicable will be paid by Owner.
7. Bid must remain valid for 30 calendar days.
8. Bid should be lump sum for the complete scope of work outlined above.

Attached is the standard flyer of the building with Record drawing from original construction.

Bid Requirements:

Bids should be placed on company letterhead or on a document which provides Bidder name, address, phone number and other pertinent contact information. The successful Bidder will be required to furnish a W-9, a certificate of insurance showing evidence of liability and workers compensation coverage. The successful bidder will also be required to have or obtain a Jasper County business license.

Bid security shall be required and shall be an amount equal to at least five percent of the amount of the bid. The successful bidder will be required to furnish the Owner a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price.

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

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening. The County of Jasper (Owner) reserves the right to cancel this solicitation or any and all bids or proposals may be rejected, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

Bidders on this work will be required to comply with the President's Executive Order No. 11246 and Order No. 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin; Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

Join Zoom Meeting

<https://us06web.zoom.us/j/83431438300?pwd=ZmFpY3NlekMzM3B4KzJSRXNla1ZUZz09>

Meeting ID: 834 3143 8300

Passcode: 783843

One tap mobile

+19294362866,,83431438300# US (New York)

+13017158592,,83431438300# US (Washington DC)

Dial by your location

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 834 3143 8300

Find your local number: <https://us06web.zoom.us/j/kczWwa2BF2>

Cypress Ridge #4 Spec Building

50,387 Square Feet | 4,680 Square Meters

193 Cypress Ridge Drive, Hwy 278 | Ridgeland, SC 29936



Expandable 50,387-Square Foot Industrial Building

- Expandable to over 100,000 SF
- Located 5 minutes from Exit 21 on I-95
- 35 Minutes to the Port of Savannah, GA
- Located within the Cypress Ridge Industrial Park, a 256 Acre Industrial Park
- SC Certified Site, Due Diligence Complete
- Reliable Utility Service at Competitive Rates
- Close to the Aerospace Hubs of Charleston, SC and Savannah, GA



Please contact SCA at 803-541-0023 or kmaxwell@southerncarolina.org | www.southerncarolina.org



Cypress Ridge #4 Spec Building

50,387 Square Feet | 4,680 Square Meters
193 Cypress Ridge Drive, Hwy 278 | Ridgeland, SC 29936



Property Information: Sale Price: \$2,450,000 | Lease: TBD

County: Jasper
Tax Map ID: 048-00-01-029, 034,035
Total Area: 50,387 SF (4680 SM)
Expandable to over 100,000 (9,290 SM)
Site Size: 10 Acres (4 HA)
Site in a 256 Acre (104 HA) Park
Year Built: 2019

Zoning: Industrial
Building Dimensions: 225' x 224' (68.5m x 68m)
Columns/Spacing: 30' x 60' (9m x 18m)
Ceiling Heights: 30' (9m)
Walls: Concrete and Ribbed Metal
Roof: Single Ply Membrane
Floors: To Suit

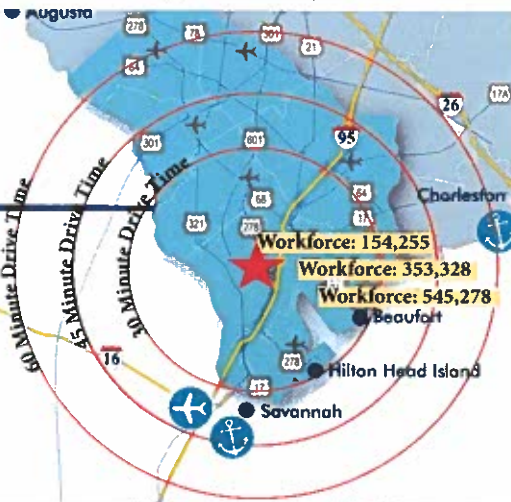
Lighting: To Suit
Heated Area: To Suit
Air Conditioned Area: To Suit
Sprinkler Coverage: To Suit
Dock Doors: To Suit-Openings for 3
Drive In Doors: 1 (12' x 14') Additional to Suit
Auto Spaces: To Suit
Flood Zone: No

Transportation Accessibility

Interstates: I-95: 5 Minutes, I-16: 40 Minutes, I-26: 70 Minutes
Access Hwy: Highway 278
Ports: Savannah: 35 Minutes | Charleston: 80 Minutes
Commercial Airports: Savannah International: 35 Minutes
Charleston International: 80 Minutes
Columbia Metropolitan: 125 Minutes
Civil Airports: Jasper County: 3 Minutes
Hampton County: 30 Minutes
Colleton County: 40 Minutes

Utilities/Services

Water Service: Town of Ridgeland
Line On Site | 12" (30 cm) Line
Capacity: 1,054,000 gpd (3,989,800 lpd)
Wastewater System: Town of Ridgeland
Line On Site | 8" (20 cm) Force, 10" (25 cm) Gravity Line
Capacity: 900,000 gpd (3,406,900 lpd)
Natural Gas Provider: Dominion Energy
Line 10,000' (3,048 m) Away | 40 MCF Per Hour
Primary Electricity Provider: Palmetto Electric Cooperative
12.47 kV On Site | 115 kV Line 2 Miles Away
Telecommunications Provider: Hargray, Century Link
Copper/Fiber Available
Fire Department: 4 Miles (6 km) | ISO Rating: 3



Workforce Profile

Drive Time:	30 Minutes	45 Minutes	60 Minutes
Population	315,272	711,855	1,099,854
Workforce	154,255	353,328	545,278

Please contact SCA at 803-541-0023 or kmaxwell@southerncarolina.org | www.southerncarolina.org





Jasper County Solicitation #2021-10

Cypress Ridge LED Project

NetZero USA Holdings Inc.
Federal Tax ID: 27-1382595
SC Electrical: 114419

Contact

Amanda Howard
amanda@netzero-usa.com
678-331-7379

SC Office: 115 Industrial Drive Greenville, SC 29605
Mailing Address: 7565 Industrial Ct., Atlanta, GA 30004

Lump Sum Cost for Complete Scope of Work:

Project Cost: **\$22,350.00**
Sales Tax (if applicable): \$2,011.50 (9%)
Total Cost: **\$24,361.50**

D. Drew Sinclair

CFO

April 20th, 2021

STATE OF SOUTH CAROLINA
DEPARTMENT OF LABOR, LICENSING AND REGULATION
SC CONTRACTOR'S LICENSING BOARD

LICENSE CERTIFICATE

LICENSE# - CLM.114419

The following licensee:

LICENSE# - CLM.114419

NETZERO USA HOLDINGS INC
115 INDUSTRIAL DRIVE
GREENVILLE SC 29607

has met the necessary qualifications required by the laws of the state of South Carolina and is duly qualified and entitled to practice as a:

MECHANICAL CONTRACTOR

for the Classification(s) and Group Limitation shown below:

EL5

Initial License Date:09/07/2017

License Print Date:10/09/2019

Expiration Date:10/31/2021

***** Group Numbers and Dollar Limitations: *****
The number after your 2-letter classification(s) above is your Group#

Group #1 - \$17,500

Group #3 - \$100,000

Group #2 - \$50,000

Group #4 - \$200,000

Group #5 - \$Unlimited


Molly Driver

Administrator

Qualifying Party(s): RICHARD ELBERT GOODNO, JEFFREY KEITH BELL
(a Primary QP will have a "PQ" after their certificate number)

It is at the discretion of the licensee, not the Board, to authorize officers or employees of the company to pull permits and conduct business.



AIA[®] Document A310[™] - 2010

Bid Bond

Bond No: 1001133872-3

CONTRACTOR:

(Name, legal status and address)

NetZero USA Holdings, Inc.
7565 Industrial Ct.
Alpharetta, GA 30004

SURETY:

(Name, legal status and principal place of business)

American Contractors Indemnity Company
801 S. Figueroa St, Suite 700
Los Angeles, CA 90017

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

OWNER:

(Name, legal status and address)

Jasper County
358 Third Avenue
Ridgeland, SC 29936

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

5% of total amount of bid not to exceed: Three Thousand and No/100 Dollars (\$3,000.000)

PROJECT:

(Name, location or address, and Project number, if any)

Bid #2021-10 Cypress Ridge Building Lighting

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor Within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted In the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

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

Signed and sealed this 21st day of April, 2021

NetZero USA Holdings, Inc.

(Principal)

(Seal)

(Witness)

(Title),

American Contractors Indemnity Company

(Surety)

(Seal)

(Witness)

(Title)

Bradford J. Quiri, Attorney-In-Fact



**TOKIOMARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Bradford J. Quiri, Jeremy Crawford or Amanda M. Quigley of Tampa, Florida

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (***\$3,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of April, 2021.

Corporate Seals
Bond No. 1001133872-3
Agency No. 17595




Kio Lo, Assistant Secretary



NETZE-1

OP ID: KA

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
11/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 570 Polaris Parkway Suite 500 Westerville, OH 43082 McGriff Insurance Services		800-236-3884	CONTACT NAME: McGriff Insurance Services PHONE (A/C, No, Ext): 800-236-3884 FAX (A/C, No): 614-796-7855 E-MAIL ADDRESS: commercialclientcenter@bbandt.com
INSURED NetZero USA Holdings Inc and Bell Sinclair Property Group 7565 Industrial Ct. Alpharetta, GA 30004		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company NAIC # 24112 INSURER B: Westfield National Insurance 24120 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CWP051810G	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CWP051810G	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 0			CWP051810G	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP051831T	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CBRDA-1

Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kim Artter

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



General Labor Warranty

The undersigned hereby guarantees all of the work, required and performed by the contract, one (1) year from the date shown on the NOTICE OF COMPLETION as dated _____.

NetZero USA Holdings Inc.

Contractor Business Name

BY: _____

Sample

HHSL1

Applications

The HARRIS HHSL1 is an innovative high bay for new construction or retrofit. The low profile design offers energy savings, low maintenance, and control options for low or high bay settings in industrial, commercial, and retail applications.



HHSL1E1UNVND850LAFGPF
[Lens Option Shown]

Features

- Narrow lightweight 2' and 4' I-Frame aluminum body allows for optimal thermal management and ease of handling during installation
- Available with four different light distribution types: No lens, acrylic frosted general lens, acrylic frosted narrow lens, and acrylic clear focus lens
- Rigid and suspended mounting options
- 6 kV/3 kA surge protection standard, 20 kV/10 kA surge protection available
- Factory installed sensor options
- Battery back up available in 10w or 20w
- Field installed precision fit fixture wireguard available for 2' and 4' fixture lengths

Electrical

- Available in 120v-277v, 347v and 480v

Fixture Certifications & Listings

- Buy American Act Compliant
- UL/cUL Listed
- UL Damp Listed
- DesignLights Consortium™ Premium qualified luminaire
- Visit the [DLC QPL](#) for listed models

Patent Information

Orion is serious about intellectual property. This product may be covered by one or more patents. Patent information available at <http://www.orionlighting.com/about/patents>

Lumen Maintenance

See lumen maintenance table on page 2

Warranty

Orion HARRIS class LED fixtures are covered by a five-year limited warranty subject to the ambient operating temperature. Refer to ambient operating temperature on page 4. When sensors are used with product in applications below 0°C (32°F), written approval from factory is required for warranty to apply. Accessories and individual components are covered by separate OEM supplier warranties



Performance Information, 277v, No Lens³

Series	Nominal Lumen Code	Actual Lumens	Wattage	LPW	CCT	CRI	Input Current	Power Factor
2' Models								
HHSL1	A1	9,002lm	50w	181	5000K	≥80	0.18A	>.90
HHSL1	B1	12,137lm	69w	176	5000K	≥80	0.25A	>.90
HHSL1	C1	15,275lm	90w	170	5000K	≥80	0.32A	>.90
HHSL1	D1	19,881lm	123w	162	5000K	≥80	0.44A	>.90
HHSL1	E1	23,941lm	138w	173	5000K	≥80	0.50A	>.90
4' Models								
HHSL1	F1	29,281lm	180w	163	5000K	≥80	0.65A	>.90
HHSL1	F2	36,626lm	209w	175	5000K	≥80	0.75A	>.90
HHSL1	G1	40,150lm	247w	162	5000K	≥80	0.89A	>.90
HHSL1	H1	45,424lm	273w	166	5000K	≥80	0.99A	>.90
HHSL1	I1	63,466lm	373w	170	5000K	≥80	1.35A	>.90

Lumen Maintenance with No Lens⁷

Series	Fixture Size	Nominal Lumen Code	Nominal Lumens	Operating Temperature	Calculated Lumen Maintenance		
					L70	L80	L90
HHSL1	2'	A1	9,000	25°C	238,000	149,000	71,000
				55°C	204,000	128,000	61,000
HHSL1	2'	B1	12,000	25°C	238,000	149,000	71,000
				55°C	188,000	118,000	56,000
HHSL1	2'	C1	15,000	25°C	238,000	149,000	71,000
				55°C	166,000	104,000	50,000
HHSL1	2'	D1	20,000	25°C	186,000	117,000	56,000
				55°C	159,000	100,000	48,000
HHSL1	2'	E1	24,000	25°C	238,000	149,000	71,000
				55°C	168,000	105,000	50,000
HHSL1	4'	F1	29,000	25°C	238,000	149,000	71,000
				55°C	166,000	104,000	50,000
HHSL1	4'	F2	36,000	25°C	238,000	149,000	71,000
				55°C	173,000	108,000	52,000
HHSL1	4'	G1	40,000	25°C	186,000	117,000	56,000
				55°C	154,000	97,000	46,000
HHSL1	4'	H1	45,000	25°C	238,000	149,000	71,000
				55°C	174,000	109,000	52,000
HHSL1	4'	I1	63,000	25°C	216,000	135,000	65,000
				50°C	158,000	99,000	47,000

Ordering Information Example (NOTE: No dashes or spaces unless noted below)

Series	Nominal Lumen Code	Voltage	Fixture Type	CRI; Color Temp	Lens Options	Power Connection	Fixture Options	Factory Installed Control Options	Packaging Options
HHSL1	A1	UNV	ND	850	LAFG	HW	TS	MSL2	-SP

Ordering Information

Series	Nominal Lumen Code ¹	Voltage	Fixture Type	CRI; Color Temp	Lens Options	Power Connection	Fixture Options	Factory Installed Control Options	Packaging Options
HHSL1= HARRIS LED High Bay Star Line, Gen 1	2* A1= 9,000lm B1= 12,000lm C1= 15,000lm D1= 20,000lm E1= 24,000lm 4* F1= 29,000lm F2= 36,000lm G1= 40,000lm H1= 45,000lm I1= 63,000lm ¹⁵	UNV= 120v-277v 347= 347v 480= 480v	FD= Factory Wired for Dimming Applications ND= Factory Wired for ON/OFF Applications, Dimming capable if required	840= 80CRI; 4000K 850= 80CRI; 5000K	(Blank)= No Lens LAFG= Lens, Acrylic Frosted General Distribution LAFN= Lens, Acrylic Frosted 50° Narrow Aisle Distribution LACF= Lens, Acrylic Clear 35° Focus Distribution	HW= Hardwire PF= Platform ML= Mate N Lock ⁹ 06W= 6' Whip, White 11W= 11' Whip, White 06B= 6' Whip, Black 11B= 11' Whip, Black	(Blank)= No Option TS= Additional 20 kV/10 kA Surge Protection BB10= Battery Back Up, 10w ^{8,13,15} BB20= Battery Back Up, 20w ^{8,13,15} OE= Orange End Panels	(Blank)= No Control Options Integrated in Fixture Body: -EN= Integrated, Enlited Wireless System, Max. Install Height 50' ¹² WSxxB= Integrated, Wallstopper PIR Occupancy Sensor, HIGH/LOW/OFF, 0-10V Dimming, Switching Photocell, IR Remote Programmable, 360° ^{5,6} End Mounted: MSL2= End Mounted Control, On/Off Only ^{4,9} MCxx= End Mounted Control, On/Off/Daylight 0-10v Manual Programmable ^{5, 6, 11} WBxx= PIR Occupancy Sensor, HIGH/LOW/OFF, 0-10V Dimming, Switching Photocell, Bluetooth, Mobile App Programmable, 360° ^{5,6}	(Blank)= Bulk Pack -SP= Single Pack
	* E1, H1 and I1 lumen packages come with 4 lenses standard, all other lumen packages come with 2 lenses standard								

Accessories (Factory Installed)



Sensor (-EN)



Sensor (WSx0B)



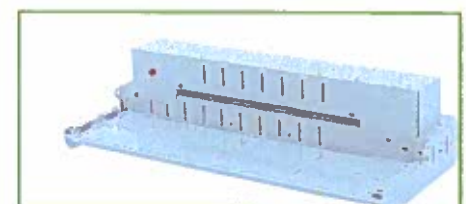
Sensor (WBx0)



Orange End Cap (OE)



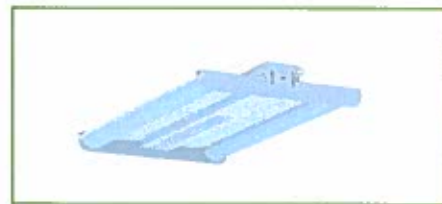
Sensor (MSL2/MC0x)



Battery Back Up (BB)



No Lens Option ([blank] E1 Shown)



Lumen Packages that Come with 2 Lenses Standard (A1/B1/C1/D1/F1/F2/G1) C1 Shown

Physical Information⁴

Nominal Lumen Code	Length	Width	Depth	Weight
A1/B1/C1/D1/E1	23.75"	15.00"	3.16"	6.00-11.00lbs.
F1/F2/G1/H1	45.75"	15.00"	3.16"	11.00-17.00lbs.
I1	45.75"	17.20"	3.16"	13.00-19.50lbs.

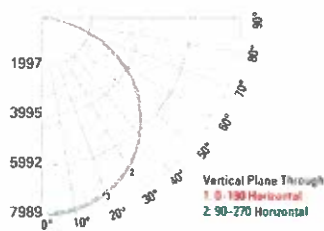
Ambient Operating Temperatures^{2,8}

Nominal Lumen Code	Standard Operating Range
A1/B1/C1/D1/E1/F1/F2/G1/H1	-20°C to 55°C (-4°F to 131°F)
I1	-20°C to 50°C (-4°F to 122°F)

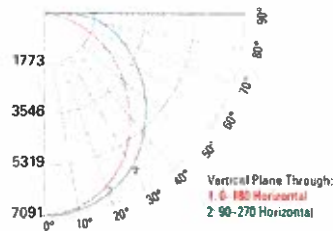
Photometrics

Visit orionlighting.com to obtain all .IES files

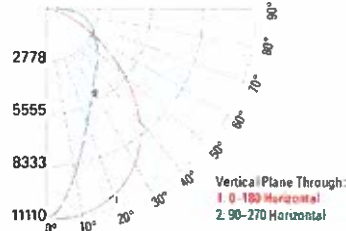
E1 850



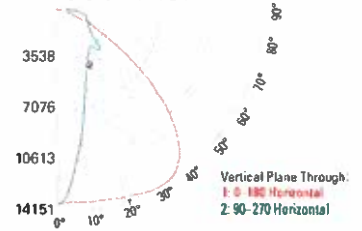
E1 850 LAFG



E1 850 LAFN



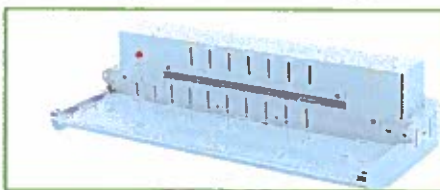
E1 850 LACF



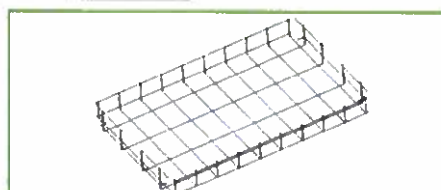
Accessories (Field Installed)

Suspended Mounting Options	
ECAB19	19" Cables with Snap Hooks (2 Required per Fixture)
ECAB31	31" Cables with Snap Hooks (2 Required per Fixture)
HW-FC008	Hanging cable, Set of Two; Adjustable 180°, Loop, Y-Fit with Snap Hooks (1 Set per Fixture)
LED-HHSL1-PMR01-KIT	Pendant Mounting Bracket Kit for UNV HHSL1 Style Fixtures, Galvanized Steel (Available for Hardwired (HW) models only)
LED-HHSL1-PMR01-KIT-480	Pendant Mounting Bracket Kit for 347/480 HHSL1 Style Fixtures, Galvanized Steel (Available for Hardwired (HW) models only)
LED-HHSL1-PMR01-HL-KIT	Pendant Mounting Bracket Kit for UNV II HHSL1 Style Fixtures, Galvanized Steel (Available for Hardwired (HW) models only)
LED-HHSL1-PMR01-HL-KIT-480	Pendant Mounting Bracket Kit for 347/480 II HHSL1 Style Fixtures, Galvanized Steel (Available for Hardwired (HW) models only)
Rigid Mounting Option	
H131SET	Rigid/Flush and Threaded Rod Mounting Bracket Set (Raw Galvanized Steel-also available in white, add -W to the end of the part number)
Battery Back Up Options ^{8,15*}	
LSLH-UNV-BBxx-KIT	Field Installed Battery Back Up Kit for LSLH and HHSL UNV HW (120v-277v hardwired) fixtures
LSLH-347-BBxx-KIT	Field Installed Battery Back Up Kit for LSLH and HHSL 347 HW (347v hardwired) fixtures
LSLH-480-BBxx-KIT	Field Installed Battery Back Up Kit for LSLH and HHSL 480 HW (480v hardwired) fixtures
*To order 10w battery back up kit, change "xx" to "10". To order 20w battery back up change "xx" to "20". Example: LSLH-UNV-BB10-KIT	
Wireguard Options ¹⁶	
LED-HHSL-WG01-KIT	Field Installed Wireguard Kit for A1/B1/C1/D1/E1 2' Fixtures without an End Mounted Sensor, Bulk Pack
LED-HHSL-WG02-KIT	Field Installed Wireguard Kit for F1/F2/G1/H1 4' Fixtures without an End Mounted Sensor, Bulk Pack
LED-HHSL-WG03-KIT	Field Installed Wireguard Kit for A1/B1/C1/D1/E1 2' Fixtures with an End Mounted Sensor, Bulk Pack
LED-HHSL-WG04-KIT	Field Installed Wireguard Kit for F1/F2/G1/H1 4' Fixtures with an End Mounted Sensor, Bulk Pack
*Add "-SP" at the end of the Wireguard Options order logic for Single Pack.	

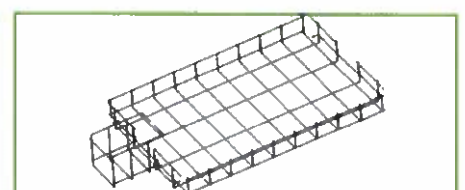
End Mounted Sensor Options ^{14*}	
OEMS1300P ⁹	End Mounted On/Off Only Sensor. 120v-277v, Normal Temp/Dry, High Bay, Low Bay & Aisle Lenses, 4-Pin Platform Input, 4-Pin Platform Output
OEMS1330P ⁹	End Mounted On/Off Only Sensor. 120v-277v, Cold Temp/Damp. High Bay, Low Bay & Aisle Lenses, 4-Pin Platform Input, 4-Pin Output
OEMS1370P ⁹	End Mounted On/Off Only Sensor. 480v, Normal Temp/Dry, High Bay, Low Bay & Aisle Lenses, 5-Pin Platform Input, 5-Pin Platform Output
OEMS1360P	Plug 'N Play End Mounted Remote Programmable On/Dim/Off & Ambient Sensor, 120v-277v, Cold & Normal Temp, 20'-40' Lens, 4-Pin Platform Input, 5-Pin Platform Output (Requires FSIR-100 Sensor Configuration Tool - Not Included)
OEMS1368P	Plug 'N Play End Mounted Remote Programmable On/Dim/Off & Ambient Sensor, 347v/480v, Cold & Normal Temp, 20'-40' Lens, 5-Pin Platform Input, 5-Pin Platform Output (Requires FSIR-100 Sensor Configuration Tool - Not Included)
OEMS1380P	Plug 'N Play End Mounted Bluetooth App Programmable On/Dim/Off & Ambient Sensor, 120v-277v, Cold & Normal Temp, 20'-40' Lens, 4-Pin Platform Input, 5-Pin Platform Output
FSIR-100	Hand-Held Sensor Configuration Tool Required for Adjusting Default Factory Settings, Including Hi/Low/Off Modes and Sensitivity/Time Delay/Cut Off (Ordered Separately-To Be Used with OEMS1360P/OEMS1368P or embedded WS20/WS40)
*For more information on our OEMS1 style sensors, or additional sensor options, click here for Dimming Sensors and click here for Non-Dimming Sensors.	



Battery Back Up
(LSLH-xxxx-BBxx-KIT)



Fixture Wireguard[®]
(LED-HHSL-WG0x-KIT)



Fixture Wireguard with End Mounted Sensor Wireguard[®]
(LED-HHSL-WG0x-KIT)

Additional Specification Information

¹ For actual lumens, see performance table
² Ambient operating range when suspended 12" from the ceiling
³ Actual performance may vary by up to ±10% of values listed; facility factors and fixture options can affect performance values
⁴ Weight will vary based on option selection
⁵ For more information about these options go to our [controls landing page](#)
⁶ "xx" in part number is a place holder for lens height of sensor. Either "20" or "40" can be included at end of part number to replace the "xx" placeholder

⁷ Calculated hours based on TM-21 projections and components used at the time of testing. Warranty is not associated with Calculated Lumen Maintenance
⁸ Fixture with Battery Back Up cannot be installed in an environment where the ambient temperature falls below 32°F
⁹ Feature/accessory option is only available with ND driver type unless ordered with an embedded dimming control
¹⁰ Requires the purchase of a Platform power cord. Cord is not included with fixture purchase
¹¹ Not compatible with 2' 480 (480v) fixture models
¹² -EN is limited to -35°C (-31°F) environments

¹³ Multiply 10w by the lumens per watt (LPW) of the fixture to calculate lumen output in emergency mode
¹⁴ All Sensors come standard with a Raw Aluminum housing finish. Dark Gray and White housings are available. For Dark Gray add "-DG" For a White Housing add "-WH" at the end of the sensor part number
¹⁵ II lumen package is not available with a field installed battery back up option. The II lumen package comes with the battery back up installed internally within the driver channel
¹⁶ II lumen package is not available with wireguard option



**JASPER COUNTY
SOLICITATION #2021-10
ADDENDUM #1
BID OPENING DATE CHANGE
April 2, 2021**

This Addendum #1 is issued April 2, 2021 to change the date of the bid opening to April 21, 2021 at 2 PM from April 15, 2021. The new Zoom link to the April 21st meeting is below. No other details of the Notice to Bidders have changed.

Topic: Bid #2021-10 Cypress Ridge Building Lighting

Time: Apr 21, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/83431438300?pwd=ZmFpY3NlekMzM3B4KzJSRXNla1ZUZz09>

Meeting ID: 834 3143 8300

Passcode: 783843

One tap mobile

+19294362866,,83431438300# US (New York)

+13017158592,,83431438300# US (Washington DC)

Dial by your location

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 834 3143 8300

Find your local number: <https://us06web.zoom.us/j/83431438300?pwd=ZmFpY3NlekMzM3B4KzJSRXNla1ZUZz09>

D. Drew Sinclair

CFO, of NetZero USA Holdings Inc.

AGENDA ITEM:

XIII

Old Business item A



Jasper County Clerk to Council

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

Wanda Simmons
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	May 17, 2021
Project:	New Planning Commission Member
Number of Members:	7
New Members Needed:	1
Submitted For:	Approval to appoint 1 new member
Recommendation:	Approval of a new member to replace Mr. Young

Description: The Planning Commission is a 7 member commission. We currently have 1 member who has a term that has expired and wishes to resign.

<u>Seat:</u>	<u>Name:</u>	<u>Appt. Date:</u>	<u>Term Date:</u>
03-PC	Bill Young	2014	2018

Mr. Young has expressed his desire to resign from the Planning Commission.

We have the following Candidates for Consideration of the Planning Commission for Seat 03-PC:

Scott Cuff	Erik Paul Walsnovich
Arthur Rothenberg	Sharon Ferguson
Taylor Malphrus	

Since Mr. Young's term would have ended on 12/31/2021 (01/01/2018 thru 12/31/2021) this year Council could either:

- Appoint a new person until 12/31/2021, then reappoint or select a new member at that time
- Appoint a new person from this date 05/13/2021 until a term end date of 12/31/2025

All candidates for consideration were sent letters asking if they were still interested.

COMMITTEE / BOARD / COMMISSION
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH:

Request for Appointment (✓) or Re-Appointment ()
Please print or type

Committee(s): Planning Commission

Recommended By: WEB Site

Name: Scott F Cuff
FIRST MIDDLE LAST

Home address: 4224 Calpen Bay Rd

Mailing address (if different): _____

Telephone: (843) 717-3759 (843) 540-1950
HOME BUSINESS CELL

Email Address: SCSCLIFE62@YAHOO.COM

Employer: Beaufort County Mosquito Control

Employer Address: 84 Shanklin Rd Beaufort

Occupation: Post Control Education: Some College (100 hrs)

Boards, Committee's, Civic Clubs, Etc. _____
(use back of sheet if necessary)

Experience: SEE ATTACHED RESUME
(use back of sheet if necessary)

Other Activities: _____
(use back of sheet if necessary)

County Council District: Pineknobs

Are you a registered voter: Yes In what precinct do you vote: Robertville Comm Center

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: Scott Cuff

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

Scott Cuff

Cell (843)540-1950

Csrx327@yahoo.com

EMPLOYMENT

Beaufort County Mosquito Control

1/2020 - Present

Responsibilities: Conducts field surveys to locate immature and adult mosquitoes, applies public health insecticides safely and effectively and records data accurately. Also, complies with State/Federal pesticide regulations.

Clarks Termite & Pest Control

6/2018 – 6/2019

Responsibilities: I perform pest control service and inspections in customer homes. My inspections identify areas that need attention either inside or outside. I offer solutions to the customer and advise them on a plan of action. I also perform termite inspections these inspections are to identify conditions that are conducive to termite activity. As part of the termite service I also monitor the bait system at the house and report any activity. I attempt to consolidate the customers so that we perform both general pest and termite service at all houses. I perform Pre-construction treatment to property before new houses are sold.

Carolina Termite & Pest Control

10/2007 - 8/2017

Responsibilities: I was responsible for oversight of field technicians. I would go over their daily work before they left office. I would plan the day so that we completed the work necessary. I was responsible for performing termite renewal inspections on properties currently covered by the company. This included a through inside (attic included) and outside (crawlspac included) inspection. I was responsible for performing all CL-100 inspections.

I would keep in contact with the technicians do assure that they were keeping on schedule.

Source 4 Teachers

2/2005 – 6/2007

Responsibilities: I worked as part of a team that maintained a data base of over 12,000 teachers in 96 School districts, and 800 substitute teachers. I assured the substitutes had all documentation required by the state, I entered the subs into a system that would allow teachers and subs to fill absence both planed and emergent. I verified and entered payroll.

COMMITTEE / BOARD / COMMISSION
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH:

Request for Appointment () or Re-Appointment ()
Please print or type

Committee(s): Planning Commission - BOZA

Recommended By: _____

Name: Arthur H Rothenberg
FIRST MIDDLE LAST

Home address: 700 Village Green Lane Bluffton SC 29909

Mailing address (if different): _____

Telephone: _____
HOME BUSINESS CELL 502 648 5798

Email Address: mc54h624@aol.com

Employer: SIE - Commercial Realtor (Louisville, Ky)

Employer Address: _____

Occupation: REAL ESTATE Education: College Grad.

Boards, Committee's, Civic Clubs, Etc. Sun City HH Modifications Committee
(use back of sheet if necessary)

Experience: _____
(use back of sheet if necessary)

Other Activities: _____
(use back of sheet if necessary)

County Council District: _____

Are you a registered voter: YES In what precinct do you vote: SS LAKEHOUSE

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: [Signature]

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

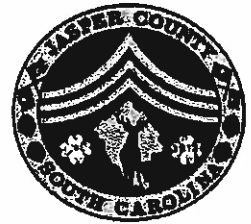
I have over 30 years of experience in Commercial Land Development. I have worked with rezoning procedures, compliance with zoning regulations and acted as an intermediary between zoning officials & clients.

I would like to be a voice that helps mold the future of Jasper County.

Pardon my penmanship.

Art Rathen

COMMITTEE / BOARD / COMMISSION
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH:

Request for Appointment (X) or Re-Appointment ()
Please print or type

Committee(s): Jasper County Planning Commission

Recommended By: Marty Sauls

Name: Taylor Shannon Malphrus
FIRST MIDDLE LAST

Home address: 457 McTeer St, Ridgeland, SC 29936

Mailing address (if different) PO Box 2344, Ridgeland, SC 29936

Telephone: (843) 726-5005 (843) 226-5181
HOME BUSINESS CELL

Email Address: Tsmalphrus@gmail.com

Employer: SC Farm Bureau Insurance

Employer Address: 9438 S. Jacob Smart Blvd., Ridgeland, SC 29936

Occupation: Agent Education: MBA

Boards, Committee's, Civic Clubs, Etc. Current Member of Referral Power Partners in Bluffton SC (BNI)
(use back of sheet if necessary) Current Board Member on JRYB

Experience: 1 Year with BNI / 1 Year on the board for JRYB / 5 Years or more with SCFB Ins.
(use back of sheet if necessary)

Other Activities: JV + Varsity Football Coach @ TMA
(use back of sheet if necessary)

County Council District: Jasper 1912

Are you a registered voter: Yes In what precinct do you vote: Ridgeland 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: [Signature]

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

CITIZEN BIOGRAPHICAL SKETCH:

Request for Appointment (x) or Re-Appointment ()
Please print or type

COMMITTEE: Jasper County Planning Commission

RECOMMENDED BY: _____

NAME: Eric Paul Walsnovich
FIRST MIDDLE LAST

HOME ADDRESS: 698 Dogwood Lane, Hardeeville, SC 29927

TELEPHONE: Cell: 843-540-2462 843-681-6618 x243
HOME BUSINESS CELL

EMAIL ADDRESS: epaulwal@gmail.com work: ewalsnovich@woodandpartners.com

EMPLOYED BY: Wood + Partners, inc.

ADDRESS: 7 Lafayette Place, Hilton Head Island, SC 29925

OCCUPATION: Landscape Architect

EDUCATION: Bachelors of Science Degree in Landscape Architecture

BOARDS, COMMITTEES, CIVIC CLUBS, ETC: Bluffton Beautification Committee
USE BACK OF SHEET IF NECESSARY

OTHER ACTIVITIES: Member ASLA; Served on Beaufort County Planning Commission (03/15 to 08/17)
USE BACK OF SHEET IF NECESSARY

COUNTY COUNCIL DISTRICT : _____

ARE YOU A REGISTERED VOTER? _____

IN WHAT PRECINCT DO YOU VOTE? _____

DO YOU HAVE ANY 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? yes IF SO, PLEASE LIST ON BACK OF SHEET.
Wood + Partners, inc.

I HAVE RECEIVED A COPY OF THE BOARDS AND COMMITTEE ORDINANCE #07-40, THE FREEDOM OF INFORMATION ACT AND A COPY OF RESPONSIBILITIES AND DUTIES RELATED TO THE BOARD OR COMMISSION THAT I AM VOLUNTEERING TO SERVE ON AND I AGREE TO UPHOLD AND ABIDE THE RESPONSIBILITIES TO THE BEST OF MY ABILITIES. I UNDERSTAND THAT 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 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.

APPLICANTS SIGNATURE: Eric Walsnovich _____

DATE: July 11, 2019

RETURN TO JUDY FRANK, CLERK TO COUNCIL
JASPER COUNTY COUNCIL
P.O. BOX 1149
RIDGELAND, SC 29936
FAX: 843-717-3696

CITIZEN BIOGRAPHICAL SKETCH:
Request for Appointment (X) or Re-Appointment ()
Please print or type

COMMITTEE: Planning Commission

RECOMMENDED BY: _____

NAME: Sharon Ferguson
FIRST MIDDLE LAST

HOME ADDRESS: 1389 Church Rd., Hardeeville, SC 29927

TELEPHONE: _____ (843) 338-6197
HOME BUSINESS CELL

EMAIL ADDRESS: S.Ferguson@aol.com

EMPLOYED BY: Dept. of Homeland Security

ADDRESS: 500C S.W. ST., Washington DC

OCCUPATION: General Engineer

EDUCATION: A.S. Applied Science, Accounting certificate

BOARDS, COMMITTEES, CMC CLUBS, ETC. Hardeeville Zoning Board of Appeals
USE BACK OF SHEET IF NECESSARY Fisher Chapel Line Financial Secretary

OTHER ACTIVITIES: _____
USE BACK OF SHEET IF NECESSARY

COUNTY COUNCIL DISTRICT: Jasper

ARE YOU A REGISTERED VOTER? yes

IN WHAT PRECINCT DO YOU VOTE? Hardeeville 2

DO YOU HAVE ANY 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 BACK OF SHEET.

I HAVE RECEIVED A COPY OF THE BOARDS AND COMMITTEE ORDINANCE 807-40, THE FREEDOM OF INFORMATION ACT AND A COPY OF RESPONSIBILITIES AND DUTIES RELATED TO THE BOARD OR COMMISSION THAT I AM VOLUNTEERING TO SERVE ON AND I AGREE TO UPHOLD AND ASIDE THE RESPONSIBILITIES TO THE BEST OF MY ABILITIES. I UNDERSTAND THAT 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 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: [Signature]
DATE: 9/28/20

RETURN TO _____, CLERK TO COUNCIL
JASPER COUNTY COUNCIL
P.O. BOX 1149
RIDGELAND, SC 29838
FAX: 843-717-3808

Potential New Board / Commission Members

Planning Commission

Name:	Board Requested:	Date:
Scott Cuff	Planning Commission	02.25.2021
Arthur Rothenberg	Planning Commission or BZA	11.26.2020
Taylor Malphrus	Planning Commission	09.21.2020
Sharon Ferguson	Planning Commission	09.28.20
Erik Paul Walsnovich	Planning Commission	07.11.2019

Updated on 04.28.2021

Jasper County Council



358 Third Avenue • Courthouse Square
Post Office Box 1149 • Ridgeland, South Carolina 29936

BARBARA B. CLARK
Chairwoman

DR. CURTIS BRANTLEY
Vice Chairman

L. MARTIN SAULS, IV
Councilman

ALVIN ADKINS
Councilman

JOHN KEMP
Councilman

May 6, 2021

Mr. Scott Cuff
4224 Calf Pen Bay Rd
Pineland, SC 29934
Delivery via email to scsrife62@yahoo.com

Dear Mr. Cuff,

There is an appointment which will soon be occurring on the Planning Commission and Council will be considering candidates for that appointment at an upcoming meeting. My office has on file your previous application that you provided for consideration for an appointment to the Planning Commission.

This letter is to officially ask if you are still interested in being considered for a 4-year term appointment to the Planning Commission at this time. If you are still interested in being a member of the Planning Commission, please contact me via email at wsimmons@jaspercountysc.gov and let me know prior to the close of business (5:00pm) on Wednesday, May 12, 2021, so that your application can be considered for this appointment. If any changes have occurred to your application information, please fill out the enclosed application and provide those updates at this time and return with your response.

The County Council appreciates your desire to be of service to this County and for your willingness to serve your community. If you have any questions, please contact me at (843)717-3696 or via email at my email address in the paragraph above. Thank you for your consideration and I look forward to hearing from you soon.

With Kindest Regards,

Wanda H. Simmons
Wanda H. Simmons

PHONE: (843) 717-3696
Email: wsimmons@jaspercountysc.gov

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Vice Chairman

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Councilman

ALVIN ADKINS
Councilman

JOHN KEMP
Councilman

May 6, 2021

Mr. Arthur Rothenberg
700 Village Green Lane
Bluffton, SC 29909
Delivery via email to results24@aol.com

Dear Mr. Rothenberg,

There is an appointment which will soon be occurring on the Planning Commission and Council will be considering candidates for that appointment at an upcoming meeting. My office has on file your previous application that you provided for consideration for an appointment to the Planning Commission.

This letter is to officially ask if you are still interested in being considered for a 4-year term appointment to the Planning Commission at this time. If you are still interested in being a member of the Planning Commission, please contact me via email at wsimmons@jaspercountysc.gov and let me know prior to the close of business (5:00pm) on Wednesday, May 12, 2021, so that your application can be considered for this appointment. If any changes have occurred to your application information, please fill out the enclosed application and provide those updates at this time and return with your response.

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With Kindest Regards,

Wanda H. Simmons
Wanda H. Simmons

PHONE: (843) 717-3696
Email: wsimmons@jaspercountysc.gov

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Councilman

ALVIN ADKINS
Councilman

JOHN KEMP
Councilman

May 6, 2021

Mr. Taylor S. Malphrus
376 Palm Key Place
Ridgeland, SC 29936
Delivery via email to Tsmalphrus@gmail.com

Dear Mr. Malphrus,

There is an appointment which will soon be occurring on the Planning Commission and Council will be considering candidates for that appointment at an upcoming meeting. My office has on file your previous application that you provided for consideration for an appointment to the Planning Commission.

This letter is to officially ask if you are still interested in being considered for a 4-year term appointment to the Planning Commission at this time. If you are still interested in being a member of the Planning Commission, please contact me via email at wsimmons@jaspercountysc.gov and let me know prior to the close of business (5:00pm) on Wednesday, May 12, 2021, so that your application can be considered for this appointment. If any changes have occurred to your application information, please fill out the enclosed application and provide those updates at this time and return with your response.

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With Kindest Regards,

Wanda H. Simmons
Wanda H. Simmons

PHONE: (843) 717-3696
Email: wsimmons@jaspercountysc.gov

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L. MARTIN SAULS, IV
Councilman

ALVIN ADKINS
Councilman

JOHN KEMP
Councilman

May 6, 2021

Mr. Eric Paul Walsnovich
698 Dogwood Lane
Hardeeville, SC 29927

Delivery via email to epaulwal@gmail.com and ewalsnovich@woodandpartners.com

Dear Mr. Walsnovich,

There is an appointment which will soon be occurring on the Planning Commission and Council will be considering candidates for that appointment at an upcoming meeting. My office has on file your previous application that you provided for consideration for an appointment to the Planning Commission.

This letter is to officially ask if you are still interested in being considered for a 4-year term appointment to the Planning Commission at this time. If you are still interested in being a member of the Planning Commission, please contact me via email at wsimmons@jaspercountysc.gov and let me know prior to the close of business (5:00pm) on Wednesday, May 12, 2021, so that your application can be considered for this appointment. If any changes have occurred to your application information, please fill out the enclosed application and provide those updates at this time and return with your response.

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With Kindest Regards,

Wanda H. Simmons
Wanda H. Simmons

PHONE: (843) 717-3696
Email: wsimmons@jaspercountysc.gov

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Vice Chairman

L. MARTIN SAULS, IV
Councilman

ALVIN ADKINS
Councilman

JOHN KEMP
Councilman

May 6, 2021

Ms. Sharon Ferguson
1389 Church Rd
Hardeeville, SC 29927
Delivery via email to sfergul995@aol.com

Dear Ms. Ferguson,

There is an appointment which will soon be occurring on the Planning Commission and Council will be considering candidates for that appointment at an upcoming meeting. My office has on file your previous application that you provided for consideration for an appointment to the Planning Commission.

This letter is to officially ask if you are still interested in being considered for a 4-year term appointment to the Planning Commission at this time. If you are still interested in being a member of the Planning Commission, please contact me via email at wsimmons@jaspercountysc.gov and let me know prior to the close of business (5:00pm) on Wednesday, May 12, 2021, so that your application can be considered for this appointment. If any changes have occurred to your application information, please fill out the enclosed application and provide those updates at this time and return with your response.

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With Kindest Regards,

Wanda H. Simmons
Wanda H. Simmons

PHONE: (843) 717-3696
Email: wsimmons@jaspercountysc.gov

AGENDA ITEM:

XIV

Council Members Comments

AGENDA ITEM:

XV

Administrator's Report





OFFICE OF THE JASPER COUNTY ADMINISTRATOR

358 Third Avenue - Courthouse Square - Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 - Fax: 843-726-7800

Andrew P. Fulghum
County Administrator
afulghum@jaspercountysc.gov

Administrator's Report May 17, 2021

- 1. Fee-in-Lieu of Taxes (FILOT) Agreement Notices:**
We have received the official amendment to the NSC Real Estate, LLC FILOT for Home Depot, and a notice of acquisition of the Moffett Solar Farm project. Cover letters follow this report.
- 2. Action Items List from County Council Retreat:**
Following this report is a copy of the list we discussed at your retreat with completed items noted.
- 3. COVID-19 Update:**
Chief Wells will provide the most current statistics for you.

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

womblebonddickinson.com



April 7, 2021

Andrew P. Fulghum
Jasper County Administrator's Office
358 Third Avenue
Ridgeland, South Carolina 29936

Via Federal Express

Re: Notification of First Amendment to Fee Agreement by and among Jasper County, South Carolina; Speedway Property, LLC; Speedway Property I LLC; Speedway Property III LLC and Home Depot U.S.A., Inc. (collectively the "Companies") and dated as of February 16, 2021 (the "Amendment")

Womble Bond Dickinson (US) LLP

Post Office Box 999
Charleston, SC 29402

5 Exchange Street
Charleston, SC 29401

t: 843.722.3400

f: 843.723.7398

Stephanie Few
Partner

Direct Dial: 843-720-4621

Direct Fax: 843-410-2351

E-mail: Stephanie.Few@wbd-us.com

WBD Matter No. 102140.0031.5

Dear Mr. Fulghum:

The purpose of this letter is to provide you with notification of the above-referenced Amendment, a copy of which is attached hereto as Exhibit A.

The Amendment modifies that certain Fee Agreement by and among Jasper County and NSC Real Estate, LLC dated as of October 9, 2018 (as amended and assigned from time to time, the "Fee Agreement"). A copy of the Fee Agreement is attached hereto as Exhibit B. The Amendment modifies the Fee Agreement by adding Home Depot U.S.A., Inc. as a Sponsor Affiliate under the Fee Agreement.

Please call me at (843) 720-4621 with any questions. As always, thank you for your help.

Best regards,

Womble Bond Dickinson (US) LLP

Stephanie Few

Stephanie Few
Partner

SF:dlh
Enclosure

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April 22, 2021

Jasper County Administrator
Attn: Andrew P. Fulghum
P.O. Box 1149
358 3rd Avenue
Ridgeland, SC 29936

RE: NOTICE - FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND MOFFETT SOLAR II, LLC DATED AS OF SEPTEMBER 26, 2016

To Whom It May Concern:

In connection with the Moffett Solar II Project, I am pleased to let you know that on April 1, 2021, Leeward Renewable Energy announced the successful closing of its acquisition of substantially all of First Solar's U.S. solar development platform – meaning that most of my former First Solar development colleagues and I are now officially a part of Leeward. I have attached a copy of the recent press release. Here are a couple links for additional information:

- Leeward's website home page: www.leewardenergy.com
- Video message from Leeward's leadership team: [leewardrenewableenergy.wistia.com/medias/rtld68qk](https://www.youtube.com/watch?v=rtld68qk)

This announcement marks a significant step towards cementing Leeward's position as a leading U.S. renewable energy company. Under Leeward's ownership, the First Solar development portfolio, including Moffett Solar II, LLC, is now owned by Leeward and is part of Leeward's larger offering of renewable energy solutions including wind, storage and solar. I am also excited to let you know that Leeward is a long-term owner and operator of its project assets, so we anticipate continued involvement with the Moffett Solar II Project and the community throughout the life of the project.

This announcement and integration of Leeward and First Solar's development portfolio will have no impact on the timeline, scope, or agreements related to the Moffett Solar II Project. Our same team will continue to work on the project, and I will remain your primary contact. Should you have any questions about the transaction, please don't hesitate to reach out to me at ma.crook@leewardenergy.com.

Our Notice Address is changed as follows:

Jasper County Administrator
Attn: Andrew P. Fulghum
4/22/2021
Page 2 of 2

Moffet Solar II, LLC
c/o: Leeward Renewable Energy, LLC
800 Town & Country Blvd., Suite 500
Houston, TX 77024
Attention: Project Development

and a copy to:
Leeward Renewable Energy, LLC
6688 N. Central Expressway, Suite 500
Dallas, TX 75206
Attention: Legal
Email: legal@leewardenergy.com

We look forward to our continuing relationship with you.

Regards,

Matt Crook



FUTURE ACTION ITEMS

ROUTINE RENEWAL AND NEW AGREEMENT CONSIDERATIONS

- ~~Radio Flyers Club – Academy of Model Aeronautics – License Agreement for use of a portion of Cypress Ridge Business/Industrial Park~~
- ~~Hardeeville Library Agreement~~
- Perry House – Chamber of Commerce Lease
- Farmers' Market operation contract with the Chamber of Commerce
- Jasper Animal Rescue Mission (JARM) lease
- Economic Opportunity Commission – relationship/projects
- IGA with municipalities – real and personal property tax collection services
- IGA with municipalities – detention center fees/Solicitor's Career Criminal Team
- Ohio Gratings Lease – Cypress Ridge Business/Industrial Park

FUTURE PRESENTATIONS / WORKSHOPS

- ~~Proposal to Construct BMX Course at SGT Jasper Park~~
- Ridgeland-Claude Dean Airport Status
- Litter/Code Enforcement
- Fiscal Year Ended 2020 Comprehensive Annual Financial Report (CAFR)
- SC 170 Corridor Access Management Study 10/11/2019
- ~~Hardeeville YMCA Project~~
- ~~Detention Center Study~~
- ~~South Hardeeville Drainage Study~~
- Regional Solid Waste Study
- 2020 Emergency Operations Plan
- Jasper County Career Criminal Team – Solicitor's Office
- Impact Fee Study

CURRENT AND NEEDED STUDIES

- Report from The Trust for Public Land & the Nature Conservancy
- Solid Waste Management Plan
- Housing Needs Assessment

ADDITIONAL ITEMS

- Workshops with – Auditor, Treasurer, Sheriff, Probate Judge, Coroner, Clerk of Court
- ~~Request opinion re: Transportation Sales Tax Revenue~~
- ~~Special called meeting Friday, March 26 at 9:45 a.m.~~
- ~~Subsequent non-public meeting set for the Chairman re: JOT at 10:00 a.m.~~
- ~~Additional information re: appointments to be provided by the Clerk to Council~~



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

358 Third Avenue - Courthouse Square - Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 - Fax: 843-726-7800

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Progress Report May 4, 2021-May 17, 2021

1. **Jasper Ocean Terminal (JOT):**
Discussions with Ball Maritime Group. Reviewed old JOT files.
2. **Purchase of Property – Project Fence:**
Discussion with owner. Option agreement executed and earnest money transferred. Purchase resolution being prepared for County Council consideration at the May 17 County Council meeting.
3. **Exit 3:**
Several telephone calls and emails. Attended meeting in Charleston on May 5. Reviewed follow-up term sheet resulting from the May 5 meeting. Participated in group call on May 10. Additional discussion scheduled for County Council executive session on May 17.
4. **South Hardeeville Drainage Study:**
Follow-up discussion with lead engineer on May 10. Scheduled to discuss study with grant writer on May 12. Engineering firm will be seeking funding opportunities for capital projects recommended in the study.
5. **COVID-19 Operations/Relief:**
Met with staff on May 7 re: County services and office opening status. Responded to press inquiry. Amended information on County website to properly reflect status.

Discussion with consultant working with Beaufort County to manage earmark request(s). Requested proposal from consultant to also represent Jasper County.
6. **Other Meetings/Events Attended or Scheduled to Attend:**
“Jasper on the Move” Chamber of Commerce event on May 13.