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

To participate in a <u>Public Hearing for a specific agenda item</u>, you may either email written public comments to <u>comments@jaspercountysc.gov</u> by **1:00PM on Monday, November 4, 2024;** or you can speak in person at the Council Meeting by signing in on the <u>Public Hearing Sign In Sheet</u> located outside the Council Chambers Doors prior to the start of the meeting. <u>Public Hearing Comments</u> shall be limited to <u>3 minutes per person</u>.

Instructions may also be found at the Jasper County website <a href="https://www.jaspercountysc.gov">www.jaspercountysc.gov</a>

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

# **JASPER COUNTY COUNCIL**



# **COUNCIL MEETING**

Jasper County Clementa C. Pinckney Government Bldg. 358 3<sup>rd</sup> Avenue, Ridgeland, SC 29936 Monday, November 4, 2024 AGENDA

# 5:30PM

1. Call to Order of Council Meeting by Chairman Sauls

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

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.

- 2. Executive Session SECTION 30-4-70.
  - (a) A public body may hold a meeting closed to the public for one or more of the following reasons:
    - (2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim –Map # 087-00-05-008 & 087-00-05-009; Detention Center; GIS services contract with GIS Geospatial Solutions, LLC; Exit 3
    - (5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body Prospect Update; Project Salmon

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

- 3: Return to Open Session at 6:30PM
  - 3.1 Action coming out of Executive Session
- 4. Pledge of Allegiance and Invocation:

5. Approval of the Consent Agenda Items:

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

6. Approval of the Regular Agenda:

### **PRESENTATIONS**

7. Chief Wells – Update on Tillman Coosawhatchie Fire Department.

# **PROCLAMATION**

8. Chairman Sauls – Proclamation for the Young Marines of the Marine Corps League from the Jasper

County Council to show Jasper County's Support of National Red Ribbon Week from October 23<sup>rd</sup> – 31<sup>st</sup>.

### **RESOLUTIONS**

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- 9. Andrew Fulghum Consideration of Resolution #R-2024-36 Authorizing Donation To Technical College Of The Lowcountry (TCL) For The Arthur E. Brown Regional Workforce Training Center.
- 10. Andrew Fulghum Consideration of Resolution #R-2024-37 Authorizing The County Council Vice Chairperson To Execute On Behalf Of The County Of Jasper An Intergovernmental Agreement Between The County Of Jasper And The City Of Hardeeville Regarding Contracting For Sewer Infrastructure And Related Improvements To The I-95 Exit 8 Area To Facilitate Economic Development, Providing For The Contribution Of \$500,000.00 To The Costs Of The Improvements To Be Paid Out Of The County's Commercial Development Fund And Authorizing The County Administrator And County Attorney To Perform Certain Tasks Related Thereto (Exit 8)
- 11: Kimberly Burgess Consideration of Resolution <u>#R-2024-38</u> Authorizing Emergency Procurement For Renovation Of Portions Of The Detention Center Damaged By Fire.
- 12: Kimberly Burgess Consideration of Resolution #R-2024-39 To Declare Certain Emergency Services Property to be Surplus and Authorize its Demolition and Disposition Pursuant to Section 2-425 of the Jasper County Code of Ordinances
- 12A: David Tedder Consideration of Resolution #R-2024-40 Committing To Negotiate A Fee-In-Lieu Of Ad Valorem Taxes Agreement Between Jasper County And Project Salmon; Identifying The Project; And Other Matters Related Thereto. (Project Salmon)

# PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

# 13. Andrew Fulghum – Public Hearing and Consideration Of The 3<sup>rd</sup> Reading Of Ordina

13. Andrew Fulghum – Public Hearing and Consideration Of The 3rd Reading Of Ordinance #O-2024-23 Authorizing The Sale To S&P Produce, Inc., S2P LLC, Or The Assigns Of Either, Of A 10 Acre Parcel, More Or Less, Being Subdivided Out Of The Original 40.00 Acre Parcel Identified As Parcel B-1A As Shown On A Plat Recorded At Plat Book 23 At Page 345, With Such New 10.00 Acre Parcel Being Shown On An Individual Plat And Being A Portion Of Tax Parcel 048-00-01-005, And To Authorize The Jasper County Administrator To Execute Such Contracts, Amendments, Deeds And Other Documents As May Be Necessary And Appropriate To Effect The Sale To S&P Produce, Inc., S2P LLC, Or The Assigns Of Either, And Matters Related Thereto.(Project Veggie)

(1st reading 09.16.2024; Public Hearing only held 10.07.2024); 2nd reading 10.21.2024; Additional Public Hearing to be held at 3rd Reading

14. David Tedder - Public Hearing and Consideration Of The 3<sup>rd</sup> Reading Of Ordinance #O-2024-24 Authorizing The Execution And Delivery Of A FEE-IN-LIEU OF *AD VALOREM* TAXES And Incentive Agreement By And Between Jasper County, South Carolina And S&P Produce, Inc. And S2P, LLC, To Provide For Payment Of A Fee-In-Lieu Of Taxes; Approving The Creation Of A Multicounty Park With Hampton County, South Carolina; Authorizing The Execution And Delivery Of A Multicounty Park Agreement By And Between Jasper County, South Carolina And Hampton County, South Carolina; Authorizing Certain Infrastructure Credits And; And Other Related Matters. (Project Veggie)

(1st reading 10.07.2024; Public Hearing and 2nd reading 10.21.2024)

15. David Tedder – <u>Public Hearing</u> and Consideration Of The <u>2<sup>nd</sup> Reading</u> Of Ordinance <u>#O-2024-26</u> Authorizing The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Jasper County, South Carolina And Project Pilgrimage With Respect To Certain Economic Development Property In The County, Whereby Such Property Will Receive Certain Special Source Credits; And Other Matters Related Thereto. (Project Pilgrimage) (1st reading 10.21.2024)

16. David Tedder – Public Hearing and Consideration Of The 2nd Reading Of Ordinance #O-2024-27 To Establish, Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended, A Multi-County Industrial/Business Park, In Conjunction With Beaufort County, South Carolina; To Authorize The Execution And Delivery Of A Multicounty Park Agreement By And Between Jasper County, South Carolina And Beaufort County, South Carolina; To Provide For A Written Agreement With Beaufort County As To The Sharing Of The Revenues And Expenses Of The Park; To Provide For The Distribution Of Revenues From The Park Among Taxing Entities Having Jurisdiction Over The Park; To Provide For A Fee In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto. (Project Micro) (1st reading 10.21.2024)

17. Lisa Wagner - Consideration Of The 3rd Reading Of Ordinance #O-2024-25 Of An Ordinance To Amend The Official Zoning Map Of Jasper County So As To Transfer Three (3) Parcels Located At 1607, 1613, And 1619 Deerfield Road, Bearing Jasper County Tax Map Numbers 029-00-02-100, 029-00-02-099, And 029-00-02-095 From The Rural Preservation Zone To The Residential Zone On The Official Zoning Map Of Jasper County. (Deerfield Rd) (1st reading 10.07.2024; Public Hearing and 2nd reading 10.21.2024)

18. Lisa Wagner – Public Hearing ONLY Of An Ordinance To Adopt Planned Development District Zoning For Three Tracts Of Land Consisting Of Approximately 30 Acres, Bearing Jasper County Tax Map Numbers 037-00-02-014, 037-00-02-017, And 037-00-02-018, Located Along Speedway Boulevard (Highway 17), At The Southeast Intersection Of South Okatie Highway (Highway 315) And Known As Jasper Telfair PDD. (Jasper Telfair PDD) Due to the size of this Zoning Ordinance Document please refer to the Jasper County Planning and Zoning Page off of our website at <a href="https://www.jaspercountysc.gov">www.jaspercountysc.gov</a> and go to Departments then to Planning and Building and then to Ordinances and Regulations for that ordinance in full detail. If you would rather please type in this link: <a href="https://www.jaspercountysc.gov/planning-building/zoning-ordinance-land-development-regulations-and-stormwater-management">https://www.jaspercountysc.gov/planning-building/zoning-ordinance-land-development-regulations-and-stormwater-management</a>

For Item # 18: Here is the link that can be typed in for the PDD document which can be reviewed and downloaded at:

https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:287efdaf-33e1-4c94-87cd-cle9492cd445

- 19. David Tedder Public Hearing ONLY Of An Ordinance Approving A Development Agreement For The Jasper Telfair Tract Pursuant To The South Carolina Local Government Development Agreement Act And Article IV, Title 20 Of The Code Of Ordinances Of Jasper County, And Authorizing The Chairman Of Jasper County Council To Execute Said Development Agreement, And Matters Related Thereto. (Jasper Telfair PDD) (Chairman to announce 2<sup>nd</sup> public hearing date at this meeting)
- 20. David Tedder Public Hearing and Consideration of the 3<sup>rd</sup> Reading of Ordinance #O-2024-21 Authorizing The Sale To SC Grays LLC Of A 1.19 Acre Parcel Being Subdivided Out Of The Original 258.45 Acre Parcel B, Parcel B Being Shown On A Plat Recorded At Plat Book 22 At Page 233, With Such 1.19 Acre Parcel Being Shown On An Individual Plat, Being A Portion Of Tax Parcel 048-00-01-009, And To Authorize The Jasper County Administrator To Execute Such Contracts, Amendments, Deeds And Other Documents As May Be Necessary And Appropriate To Effect The Sale To SC Grays LLC, Or Its Assigns, And Matters Related Thereto. (S.C. Grays) (1<sup>st</sup> reading 07,15.2024; 09.03.2024 Public Hearing and 2<sup>nd</sup> reading)
- 21. Kimberly Burgess Consideration And Approval Of Acceptance Of Federal Grant From The Office Of Hwy Safety And Justice Programs In The Amount Of \$27,048.00.
- 22. Kimberly Burgess Consideration And Approval Of Work Authorization For Upfit Of 112 Weatherbee Street, Ridgeland For The Temporary Relocation Of The Pratt Memorial Library.

\_\_\_\_\_

### **CITIZEN COMMENTS**

Open Floor to the Public per Ordinance 08-17 Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's 6:30PM start time on the Sign-In Sheet on the Podium), to address Council on matters pertaining to County Services and Operations. Presentations will be limited to

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

23.	Administrator's Report:
	CONSENT AGENDA

- 24: Wanda Giles Consideration of approval for new submissions for a Candidate to the Regional Housing Trust Oversight Board at the next Council Meeting. This item is for information purposes only.
- 25. Wanda Giles Consideration of approval for new submissions of Candidates to the Parks and Recreation Board at the next Council Meeting. *This item is for information purposes only.*
- 26. Wanda Giles Consideration of Re-appointment of Ms. Sandy Vito to the Library Board of Trustees.
- 27. Approval of the Minutes of 07.22.2024; 07.24.2024; and 08.05.2024

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### **END OF CONSENT AGENDA**

- 28. Council Members Comments:
- 29. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II.
- \*Council may act on any item appearing on the agenda including items discussed in executive session.
- 30. Adjournment:

Special Accommodations Available Upon Request to Individuals with Disabilities, please contact the Jasper County ADA & Civil Rights Coordinator, <u>Tisha Williams</u> in person at 358 Third Avenue, Ridgeland, South Carolina, by telephone at (843) 717-3690 or via email at <u>icadministrator@jaspercountysc.gov</u> no later than 48 hours prior to the scheduled meeting

# AGENDA ITEM # 7 \* \* Update Only \* \*

# AGENDA ITEM #8



# - PROCLAMATION -

Whereas, alcohol and drug abuse affects individuals, families, and communities across the nation; and

**Whereas**, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

**Whereas**, it is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

**Whereas**, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

**Whereas**, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

**Whereas**, businesses, government, law enforcement, military, media, health care providers, religious institutions, schools, organizations such as the Young Marines of the Marine Corps League and other community-based organizations will demonstrate their commitment to foster a healthy, drug-free lifestyle; and

**Whereas**, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

**Whereas**, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

**Whereas**, the community of Jasper County further commits to promoting the ongoing future success of Red Ribbon Week;

**Now, Therefore, Be It Resolved,** the County Council of Jasper County, South Carolina, does hereby support and proclaim in observance October 23<sup>rd</sup> thru October 31<sup>st</sup>, 2024, as

# **RED RIBBON WEEK**

and urges all citizens to join in this special observance.

Dated this 4 <sup>th</sup> day of November 2024.	(SEAL)
By:	
L. Martin Sauls IV, Chairperson of the Jasper County Council	

# AGENDA ITEM #9

# STATE OF SOUTH CAROLINA JASPER COUNTY

# RESOLUTION NO. R-2024-36

## RESOLUTION OF JASPER COUNTY COUNCIL

To Memorialize the Pledge of One Million Dollars from the County of Jasper as a Donation to the Technical College of the Lowcountry to be used to Construct and Equip the Arthur E. Brown Regional Workforce Training Center on Property Located in the County of Jasper and Authorizing the County Administrator to Undertake Certain Actions in Furtherance Thereof

WHEREAS, as part of Jasper County's continued efforts to bring employment opportunities to its citizens, Jasper County has partnered with the Southern Carolina Alliance to promote Jasper County as a desirable location for new commercial endeavors to locate; and

**WHEREAS**, having a well trained workforce is an integral part of attracting new commercial projects to our area, and encouraging already existing businesses to continue to do business in Jasper County and expand their businesses; and

WHEREAS, The Technical College of the Lowcountry ("TCL"), which services Hampton, Colleton, Beaufort and Jasper Counties residents, provides affordable training opportunities for its students to transition into a career based on skilled trades services, whether for existing businesses or prospective businesses seeking to locate into the Lowcountry; and

WHEREAS, TCL desires to expand the training opportunities it offers, and has proposed the construction and equipping of a new training center to be located in Jasper County, to be known as the Arthur E. Brown Regional Technical Workforce Training Center, envisioned to be a cornerstone of regional workforce development to meet the growing demand for skilled labor and technical training essential to the region's economic progress; and

**WHEREAS**, TCL has determined, as shown on the attached Exhibit "A", that the cost of the proposed project is approximately \$26,000,000.00, of which \$20,000,000.00 has been secured from the State of South Carolina and Beaufort County, leaving a funding gap of approximately \$3,545,000.00; and

**WHEREAS**, TCL has recently obtained additional funding pledges of approximately \$2,545,000.00, leaving only \$1,000,000.00 to be obtained; and

**WHEREAS**, the County desires to partner with TCL to help fund the construction and equipping of the new Workforce Training Center; and

WHEREAS, Jasper County has recently sold an industrial site in the Cypress Ridge Industrial Park, generating approximately one million dollars in proceeds, and believes the re-investment of these proceeds into a workforce training center would be an appropriate use of the funds, as having a trained workforce is an essential component of attracting and keeping commercial businesses in the county; and

**WHEREAS**, the Council desires to donate the aforementioned funds to the Technical College of the Lowcountry for these purposes;

NOW THEREFORE BE IT RESOLVED, by Jasper County Council in Council duly assembled and by the authority of the same, in consideration of the foregoing recitals, which are hereby adopted and incorporated by reference, that it is in the best interests of the County, and furthers the economic and educational welfare of its citizens, for the County donate to the Technical College of the Lowcountry the sum of One Million Dollars, to be used in conjunction with the other donations, pledges and grants obtained by TCL for the construction and equipping of the Arthur E. Brown Regional Workforce Training Center, which is to be located in Jasper County; and

**BE IT FURTHER RESOLVED,** that Jasper County Council further directs the County Administrator to have a budget amendment to the 2024/2025 Jasper County Budget prepared in due course and within a reasonable time for consideration by

County Council which incorporates the additional funding of One Million Dollars for the Technicial College of the Lowcountry (Department 090, Line 4515) of the Jasper County 2024-2025 County Budget with the appropriation to be made from the Commercial Development Fund of the County.

**AND IT IS FURTHER RESOLVED**, the County Administrator, with advice from the County Attorney, is hereby delegated the authority to create and provide such letters and documents as may be sought by the Technical College of the Lowcountry substantiating this donation to complete its funding from the other sources providing funds for this training center.

	day of	_, 2024, to be
effective immediately upon passage.		
	L. Martin Sauls, IV Chairman	
	ATTEST:	
	Wanda Giles Clerk to Council	
Reviewed for form and draftsmanship	by the Jasper County Attorney.	
David L. Tedder	 Date	<u> </u>

# EXHIBIT A WORKFORCE CENTER SCOPE AND COSTS



# Workforce Center by the Numbers:

- · An additional 850 students
- An estimated 12% of these additional students will be from outside the Lowcountry
- · Five new and expanded workforce programs
- · 51,125 SF (\$451.69/SF)
- · Cost
  - Total Estimated Project \$26,000,000
  - Estimated startup cost \$2,500,000
  - · Cost of Construction \$23,544,276
- Investment to date \$20,000,00
  - Beaufort County \$7,500,000
  - South Carolina \$12,500,000
- Funds needed \$3,544,276



# AGENDA ITEM #10

# STATE OF SOUTH CAROLINA JASPER COUNTY

# **RESOLUTION NUMBER R-2024-37**

# RESOLUTION OF JASPER COUNTY COUNCIL

RESOLUTION AUTHORIZING THE COUNTY COUNCIL VICE CHAIRPERSON TO EXECUTE ON BEHALF OF THE COUNTY OF JASPER AN INTERGOVENMENTAL AGREEMENT BETWEEN THE COUNTY OF JASPER AND THE CITY OF HARDEEVILLE REGARDING CONTRACTING FOR SEWER INFRASTRUCTURE AND RELATED IMPROVEMENTS TO THE I-95 EXIT 8 AREA TO FACILITATE ECONOMIC DEVELOPMENT, PROVIDING FOR THE CONTRIBUTION OF \$500,000.00 TO THE COSTS OF THE IMPROVEMENTS TO BE PAID OUT OF THE COUNTY'S COMMERCIAL DEVELOPMENT FUND AND AUTHORIZING THE COUNTY ADMINISTRATOR AND COUNTY ATTORNEY TO PERFORM CERTAIN TASKS RELATED THERETO

WHEREAS, the City of Hardeeville, as detailed in their Resolution Number 2024-15D adopted on August 15, 2024, has identified several economic development opportunities in the I-95 Exit 8 area which requires certain sewer service to be provided in this area, and has worked with the Beaufort Jasper Water and Sewer Authority and private developers to determine the scope and costs of the necessary improvements ("the Exit 8 Sewer Project"); and

WHEREAS, the City of Hardeeville has committed \$500,000.00 of City funds towards the costs of the Exit 8 Sewer Project, and has requested Jasper County commit a like amount towards the costs; and

WHEREAS, the City of Hardeeville has previously agreed to administer the Exit 8

Sewer Project, and contributed \$200,000.00 towards the design, permitting, bidding and construction administration costs; and

WHEREAS, Jasper County has created a Commercial Development Fund utilizing, among other sources, set-asides from multiple Multi-County Industrial/Building Parks, with funding commercial development infrastructure as one of its purposes; and

WHEREAS, Jasper County and the City of Hardeeville have begun initial discussions on the potential benefits of either creating a Multi-County Industrial/Business Park ("MCBP") in this area, or expanding the existing MCBP commonly referred to as the Hospital MCBP, which could provide additional or substitute funding mechanisms for the infrastructure needs of the area; and

WHEREAS, Jasper County agrees that it would be most efficient and expeditious, and in the best interests of their citizens to provide for the City of Hardeeville to manage the contracts and construction of the improvements to be made at the Exit 8 Sewer Project; and

WHEREAS, in order to provide transparency and assurances to its citizens that public funds are properly expended, Jasper County and the City of Hardeeville have determined it to be in the best interests of their citizens to adopt specific procedures for the solicitation and award of bids, the management of the construction, the disbursement procedures to be used for the Exit 8 Sewer

Project funds, and close-out of the Project, to include dedication of the newly constructed sewer improvements to the Beaufort Jasper Water and Sewer Authority for ownership and maintenance; and

WHEREAS, the statutes of the State of South Carolina provide authority for intergovernmental agreements between counties and municipalities; and

**NOW THEREFORE, BE IT RESOLVED** by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council adopts and approves the Exit 8 Sewer Project Intergovernmental Agreement between the County of Jasper and the City of Hardeeville, which provides that the City of Hardeeville shall administer and manage the construction of the sewer infrastructure improvements in the I-95 Exit 8 improvement area, as shown on the attached Exhibit "A", including the solicitation and award of bids, the management of the construction, the disbursement procedure, and Project close-out, all of such to be in accordance with the Procedures as defined in the agreement attached hereto, and hereby authorizes the County Council Vice-Chairperson execute Intergovernmental Agreement on behalf of the County, and to further direct the County Administrator and the County Attorney to undertake the steps necessary to implement the Intergovernmental Agreement.

**FURTHER RESOLVED**, the County Administrator is authorized to encumber the Commercial Development Fund in the amount of \$500,000.00 for the

purpose of funding the Exit 8 Sewer Project, with such funds payable over to the City of Hardeeville at such time as the City of Hardeeville confirms the remainder of the funds necessary to fund the improvements, including the pending grant application with the State Economic Development Authority, have been made available to the City.

**FURTHER RESOLVED**, the County Administrator shall in due course prepare an amendment to the County Budget Ordinance providing for the appropriation by County Council of the Exit 8 Sewer Project funding from the Commercial Development Fund.

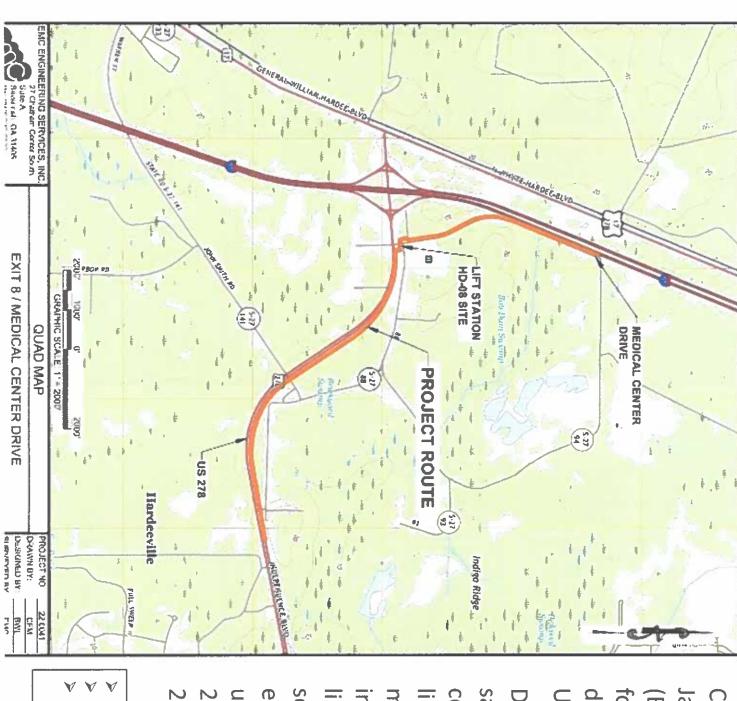
This Resolution No	_ made this 4 <sup>th</sup> day of November, 2024, and	
effective immediately.		
	Barbara B. Clark Vice-Chairman	
	ATTEST:	
	Wanda Giles	

**Clerk to Council** 

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date



City partnership with Beaufort Jasper Water Sewer Authority (BJWSA) to address this need for infrastructure for the Exit 8 development areas and along US 278 corridor

Development of an offsite sanitary sewer project that consist of approximately 9,00 linear ft of 12-inch PVC force main, 5,200 linear ft. of 8-inch PVC force main, 300 linear ft. of 12-inch gravity sewer, new pump station, existing pump station upgrades, connect to existing 24-inch force main along US 278.

Total Amount of Project \$6,538,650.00

EDA grant denied

SCIIP grant denied, was combined with US 17 wastewater project



# Project Breakdown of Costs

Exit 8 Sewer Project Costs

TOTALS

	4			
5.867.794.99	v			Total Project Funds
4,367,794.99	Ş	4,367,794.99	\$>	Total Funds per Owners
	8.72	380,871.72	₩	West Argent
	8.58	374,756.81	\$	Highway 278 Outparcel
	20.94	914,616.27	<	South Point
	4.10	179,079.59	<	Coastal Carolina Medical Center Inc
	8.25	360,343.09	<>	Firefly Investments LLC/McClure Real Estate, LLC
	29.15	1,273,212.24	\$	SCIG Lot#1-#6 LLC - Inspired Living
	20.26	884,915.26	❖	Forino Co. L.P.
	Owner Percent	0		
4,367,794.99	\$			Total Remaining Funds
1,500,000.00	\$			Total Match Funds
		00.000,000	₩.	JC
		500,000.00	W	СОН
		500,000.00	¢,	BJWSA projected proceeds
				Local Match Funds Scenario B
5,867,794.99	\$			Total Revenues
	21.49	1,260,915.21	\$	BJWSA
	5.65	331,533.47	❖	West Argent
	5.51	323,597.89	₩.	Highway 278 Outparcel
	17.87	1,048,768.55	<	South Point
	1.03	60,189.21	<b>⋄</b>	Coastal Carolina Medical Center Inc
	5.18	303,765.94	<	Firefly Investments LLC/McClure Real Estate, LLC
	26.08	1,530,292.55	₩	SCIG Lot#1-#6 LLC - Inspired Living
	17.19	1,008,732.17	❖	Forino Co. L.P.
	Owner Percent	Ow		Owner Proportional Project Costs
		5,867,795.00	lotal Estimated Costs >	[2]
		\$200,000 5,867,795.00	v	<ol> <li>Engineering and Design Paid by City</li> <li>Development &amp; Construction Costs</li> </ol>

# AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF JASPER AND THE CITY OF HARDEEVILLE REGARDING EXIT 8 SEWER INFRASTRUCTURE IMPROVEMENTS

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of November, 2024, by and between the County of Jasper, South Carolina and the City of Hardeeville, South Carolina.

WHEREAS, Jasper County has created a Commercial Development Fund utilizing, among other sources, set-asides from multiple Multi-County Industrial/Building Parks, with funding commercial development infrastructure as one of its purposes; and

WHEREAS, the City of Hardeeville, as detailed in their Resolution Number 2024-15D adopted on August 15, 2024, has identified several economic development opportunities in the I-95 Exit 8 area which requires certain sewer service to be provided in this area, and has worked with the Beaufort Jasper Water and Sewer Authority and private developers to determine the scope and costs of the necessary improvements ("the Exit 8 Sewer Project")

WHEREAS, Jasper County has identified the Exit 8 Sewer Project as a project qualifying as an economic development project suitable for the use of the Commercial Development Fund which would provide for the installation, through the use of certain funds from the City of Hardeeville and a pending grant from the State Economic Development Authority, construction of sewer infrastructure in the I-95 Exit 8 area, as shown on the attached Exhibit "A"; and

WHEREAS, Jasper County and the City of Hardeeville have agreed that it would be most efficient and expeditious, and in the best interests of their citizens to provide for the City of Hardeeville to manage the contracts and construction of the improvements to be made at the Project; and

WHEREAS, in order to provide transparency and efficiency, Jasper County and the City of Hardeeville have determined it to be in the best interests of their citizens to adopt specific procedures for the solicitation and award of bids, the management of the construction, the disbursement procedures to be used for the Commercial Development Funds, and close-out of the Project, to include dedication of the sewer infrastructure to the Beaufort Jasper Water and Sewer Authority for ownership and maintenance; and

WHEREAS, the statutes of the State of South Carolina provide authority for intergovernmental agreements between counties and municipalities; and

NOW THEREFORE, BE IT AGREED, in consideration of the foregoing premises and the considerations set forth below, that the City of Hardeeville, South Carolina, shall manage the construction of the sewer and related infrastructure improvements at the Project, including the solicitation and award of bids, the management of the construction, the disbursement procedure, and Project close-out, all of such to be in accordance with the Project Procedures attached hereto as Exhibit "B".

**Section 1:** The Agreement shall take effect immediately after its adoption by both Councils, the welfare of the people of the City of Hardeeville and Jasper County requiring it.

**Section 2.** The City represents to the County that the amount of funding available hereunder (\$500,000), together with all other funding sources available to the City, as identified in Exhibit "C", containing an itemization of estimated costs and funding sources as part of the Scope of the Project, will be sufficient to complete the Project, and in the event further funds are required to complete the Project, the City will provide such, unless by amendment to this Agreement different arrangements are mutually agreed upon. The City further represents that no property is required to be condemned for this Project, and that the funds supplied by the County shall not be used for condemnation purposes.

**Section 3:** The term of this Agreement shall end on upon completion and close-out of the Exit 8 Sewer Project Improvements, as more particularly described in Exhibit "C" attached hereto, unless otherwise extended or amended by mutual agreement, which may be evidenced by a joint resolution.

Section 4: The County and the City agree that the City shall be responsible for the solicitation and award of bids for acquisition and construction of the Project, including contract administration, inspection, awarding of contracts, the review and approval of payment of contracts, and any other related or necessary activities or functions. This authorization includes allowing the Beaufort Jasper Water and Sewer Authority to contract with the City to assume some or all of the responsibility for the solicitation and award of bids for acquisition and construction of the Project, including contract administration, inspection, awarding of contracts, the review and approval of payment of contracts, and any other related or necessary activities or functions convenient or necessary to the efficient completion of the Exit 8 Sewer Project. The County and the City further agree that the management of the construction, the disbursement procedures to be used for the Exit 3 Sewer Project proceeds, and close-out of the Project, to include dedication of the sewer infrastructure and associated easements to the Beaufort Jasper Water and Sewer Authority for ownership and maintenance, shall be in compliance with the terms and conditions contained in Exhibit "A".

**Section 5.** If a court shall finally determine that any aspect of this Agreement is void or unenforceable, it is the intention of the parties that it shall not thereby terminate, but shall be deemed amended to the extent required to make it valid and enforceable, and such provision or provisions shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

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

CITY OF HARDEEVILLE	JASPER COUNTY
Harry Williams, Mayor	Barabara B. Clark, Vice-Chairperson
Attest:	Attest:
Lori Pomarico, City Clerk	Wanda Giles, Clerk to County Council

# **EXHIBIT B**

# PROJECT PROCEDURE EXIT 8 SEWER PROJECT

The following shall govern concerning any work performed for the Exit 8 Sewer Project utilizing the Jasper County Economic Development Funds ("ED Funds"), including but not limited to, Architectural or Engineering services, General Contractors, Sub-Contractors, Independent Contractors.

# **Procurement**

- Publicly bid the work as outlined in either the Jasper County Procurement Ordinance (Chapter 2, Article V, Purchasing and Contracting (§§ 2-401 et seq.)), the City of Hardeeville Procurement Code (Article VI, Procurement, (§§ 2-171 et seq.)), or the Beaufort Jasper Water and Sewer Authority Procurement Procedures. [NOTE: Should the Beaufort Jasper Water and Sewer Authority assume responsibility for the administration and management of the Exit 8 Project, and solicitation and approvals are undertaken utilizing the Authority's procedures, the Authority shall substantially follow the procedures set forth below and provide Jasper County with substantially the same information requested.]
  - General overview of requirements;
    - Publicly bid the work in newspaper, SCBO, City web site.
    - Public bid opening. Create sign in sheet for public and two signatures of authority opening bids.
    - Committee or Administration take action to send to City Council for approval
    - City Council takes action on request.
    - Negotiate contract
    - City Council or approved City Authority execute contract.

# **Reimbursement of Funds**

- Jasper County issues reimbursements of ED funds during the regular Accounts Payable (AP) cycle
  for costs attributed to the items identified on Exhibit C. Checks are cut and mailed on Friday of
  each week. (excluding holidays)
- All ED reimbursement requests should be submitted to the Jasper County Finance Department by Thursday to receive a reimbursement during the following weeks AP check run. (submit request 8 days prior to AP check run)

- Hand deliver request to: Jasper County, Jasper County Finance Department, 358 Third Street, Room 303, Ridgeland, SC 29926, or email packet to: <a href="mailto:kburgess@jaspercountysc.gov">kburgess@jaspercountysc.gov</a>.
- Include a cover letter requesting the Reimbursement. The letter should outline the reimbursement request. Detail any additional funds that may be used in the project and how they were disbursed to cover the contractor's payment request. The reimbursement request should also be numbered. (see example of letter)
- More than one Contractor application can be reimbursed at any given time. Example:
   Hardeeville Exit 8 Sewer Project reimbursement request #2 includes, contractor payment
   application # 1,2 &3, each for \$1000.00 per request for a total of \$3000.00.
- Total reimbursements by Jasper County shall not exceed five hundred thousand dollars (\$500,000.00) unless additional disbursements are authorized by Jasper County Council.
- The **First** reimbursement request should include copies of the following;
  - RFP
  - Addendums
  - Performance bonds
  - Newspaper receipt of the advertisement
  - Copy of the Newspaper advertisement
  - SCBO screen shot
  - Any others
  - City Council award. Include a copy of the:
    - Committee or Administration request to Award bid/contract
    - Council Resolution or action awarding the bid.
    - Council action to award contract
  - Contract. Include a copy of the:
    - Executed Contract.
    - Notice To Proceed
    - Cover letter

- Contractors application for payment. Application should signed & notarized, Construction Coordinator approval signature and a Hardeeville Administrative signature. Include the full itemized application.
- Any Additional invoices
- Canceled checks

Note: The first reimbursement will be delayed. After all the information is receive concerning the first reimbursement request, the Jasper County Administrator and Finance Department Director will review the submitted material to confirm that all procurement and submittal requirements were met, and that the reimbursement request is in accordance with the scope and sources of funding contained in Exhibit C of the Intergovernmental Agreement. Once that review is completed, the Jasper County Finance Department will take action on the reimbursement(s), and all forthcoming request will thereafter be approved by the Finance Director.

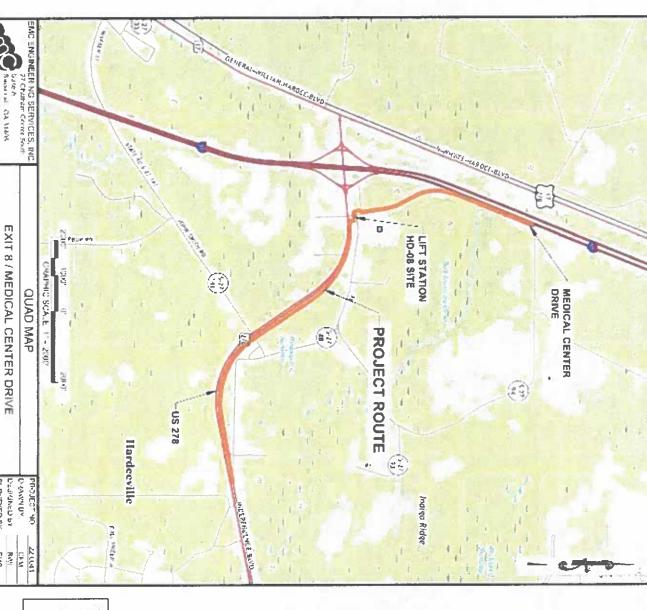
- After the first request the following information is all that is needed.
  - Cover letter
  - Contractor's application for payment, with lien waivers. Application should signed & notarized, Construction Coordinator approval signature and a City of Hardeeville Administrative signature. *Include the full itemized application*.
  - Any Additional invoices
  - Canceled checks
- The last request should include all:
  - Cover letter
  - Contractor's application for payment. Application should signed & notarized,
     Construction Coordinator approval signature and a City of Hardeeville Administrative signature. Include the full itemized application.
  - Any Additional invoices
  - Canceled checks
  - Close out documents
  - Lien release.
  - Letter of acceptance of project construction
  - Formal acceptance of dedicated sewer infrastructure and associated easement to the Beaufort-Jasper Water and Sewer Authority for ownership and maintenance

# **EXHIBIT C**

# PROJECT DESCRIPTION/SCOPE/COST/SOURCE OF FUNDING

City partnership with Beaufort Jasper Water Sewer Authority (BJWSA) to address this need for infrastructure for the Exit 8 development areas and along US 278 corridor

Development of an offsite sanitary sewer project that consist of approximately 9,00 linear ft of 12-inch PVC force main, 5,200 linear ft. of 8-inch PVC force main, 300 linear ft. of 12-inch gravity sewer, new pump station, existing pump station upgrades, connect to existing 24-inch force main along US 278.



Total Amount of Project \$6,538,650.00

EDA grant denied

SCIIP grant denied, was combined with US 17 wastewater project



# Exhibit "C" to

# Project Breakdown of Costs

Exit 8 Sewer Project Costs

2. Development & Construction Costs 1. Engineering and Design Paid by City

5,867,795.00

\$200,000

TOTALS

Total Estimated Costs \$

5,867,795.00

5,867,794.99	45			Total Project Funds
4,367,794.99	•	4,367,794.99	\$	Total Funds per Owners
	8.72	380,871.72	₩.	West Argent
	8.58	374,756.81	₹5	Highway 278 Outparcel
	20.94	914,616.27	\$	South Point
	4.10	179,079.59	€	Coastal Carolina Medical Center Inc
	8.25	360,343.09	\$	Firefly Investments LLC/McClure Real Estate, LLC
	29.15	1,273,212.24	₹5	SCIG Lot#1-#6 LLC - Inspired Living
	20.26	884,915.26	€0.	Forina Co. L.P.
	Owner Percent			
4,367,794.99	\$			Total Remaining Funds
1,500,000.00	₹/n			Total Match Funds
	•	500,000.00	₹5	JC
		500,000.00	45	СОН
		500,000.00	45	BJWSA projected proceeds
				Local Match Funds Scenario B
3,607,794.99	v			Total Revenues
	21.49	1,260,915.21	€/S	BJWSA
	5.65	331,533.47	· <	West Argent
	5.51	323,597.89	\$	Highway 278 Outparcel
	17.87	1,048,768.55	\$	South Point
	1.03	60,189.21	15.	Coastal Carolina Medical Center Inc
	5.18	303,765.94	\$	Firefly Investments LLC/McClure Real Estate, LLC
	26.08	1,530,292.55	\$	SCIG Lot#1-#6 LLC - Inspired Living
	17.19	1,008,732.17	₩.	Forino Co. L.P.
	Owner Percent	0		Owner Proportional Project Costs

Intergovernmental Agreement Exit 8 Sewer Project

PROJECT DESCRIPTION/SCOPE/COST/SOURCE OF FUNDING EXHIBIT C

# AGENDA ITEM #11

# STATE OF SOUTH CAROLINA JASPER COUNTY

# **RESOLUTION NUMBER R-2024 -38**

# RESOLUTION OF JASPER COUNTY COUNCIL

**RESOLUTION** finding that normal daily operations of the Jasper County Detention Center are affected by the necessity for the expedient repair, renovation, and replacement of portions of the Jasper County Detention Center damaged by fire and pursuant to Section 2-412 of the Jasper County Code of Ordinances which allows for emergency procurement where normal daily operations are affected, and authorizing the County Administrator to create the contracts and obtain the services on behalf of Jasper County, and matters related thereto.

**WHEREAS**, Section 2-412 of the Jasper County Code of Ordinance provides the chief purchasing officer, with the concurrence of the county administrator, may make or authorize others to make emergency procurement where normal daily operations are affected; and

**WHEREAS**, the necessity for the expedient repair, renovation and replacement of portions of the Jasper County Detention Center damaged by fire has affected normal daily operations of the Detention Center; and

**WHEREAS**, immediate procurement for the expedient repair, renovation and replacement of portions of the Jasper County Detention Center damaged by fire is imperative to the normal operation of the Detention Center, as well as the prevention of a potential threat to the public safety; and

Whereas, Jasper County is working with Gordian, a construction procurement provider, through a cooperative purchasing agreement with Equalis Group to provide a quotation and scope of work for the needed repairs, renovation and replacements at the Detention Center damaged by fire; and

WHEREAS, Section 2-443 of the Jasper County Purchasing and Contracting Ordinance states that the "chief purchasing officer may enter into an agreement, independent of the requirements of the bid process and sales process of this

article, with any public procurement unit for the cooperative use of supplies or services under the agreed upon between the parties; and

**WHEREAS**, it is the opinion of the Jasper County Detention Center Director and the chief purchasing officer with the concurrence of the county administrator, that emergency procurement is imperative to the normal daily and safe operation of the Jasper County Detention Center; and

**NOW THEREFORE, BE IT RESOLVED** by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that it is in the best interest of the County and its citizens to approve the requested emergency procurement as provided in the Jasper County Purchasing Ordinance not to exceed \$199,000 for the repairs, renovation, and replacement as provided in the attached work order authorization, detailed scope of work, and contractor's price proposal; and

**FURTHER RESOLVED,** the County Administrator is authorized to execute contracts and/or purchase documents as are customary and usual, including the work order signature document and the detailed scope of work attached to this resolution; and

**FURTHER RESOLVED**, expenditures for the repairs and replacement will be funded from insurance proceeds.

## SIGNATURES FOLLOW

This Resolution No. R- 2024-38 made this 4th day of November, 2024.

L. Martin Sauls, IV
Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder	Date



#### **Work Order Signature Document**

EZIQC Contract No.: 2023-21-01					
	New Work Order	X Modify an Ex	xisting Work Order		
Work Order Nu	mber: 134849.01	Work Order Date:	10/29/2024		
Work Order Titl	e: Jasper County Detention Center F	Fire Damage-Construc	ction		
Owner Name:	Jasper County	Contractor Name:	Johnson-Laux Construction (SC)		
Contact:	Jeff Corsby	Contact:	John Tisdall		
Phone:	843-368-3194	Phone:	912-480-0580		
EZIQC Contract No 2023-21-01.  Brief Work Order Description:					
Time of Perfo	Time of Performance See Schedule Section of the Detailed Scope of Work				
Liquidated Da	amages Will apply:	Will not apply:	X		
Work Order F	irm Fixed Price: \$199,000.00				
Owner Pur	rchase Order Number:				
Approvals					
Owner	Г	Date Contracto	or Date		



#### **Detailed Scope of Work**

To: John Tisdall Johnson-Laux Co 7001 Chatham Ce Savannah, GA 31	enter Drive	From:	From: Jeff Corsby Jasper County		
912-480-0580			843-368-3194		
Date Printed:	October 29, 2024				
Work Order Number:	134849.01				
Work Order Title:	Jasper County Detention Center Fire	e Damage-Const	struction		
Brief Scope:					
Prelimina	ry Revis	sed	X Final		
	ail the scope of work as discussed at the all be considered part of this scope of v		rements necessary to accomplish the		
Please see the attached	I scope of work at the end of this packa	age.			
Contractor		Date			
Owner		Date			

#### **Contractor's Price Proposal - Summary**

Date: October 29, 2024

IQC Master Contract #: 2023-21-01 Work Order Number: 134849.01

Owner PO #:

Work Order Title: Jasper County Detention Center Fire Damage-Construction

Contractor: Johnson-Laux Construction (SC)

Proposal Name: Jasper County Detention Center Fire Damage-Construction

Proposal Value: \$199,000.00

01 - General Requirements \$199,000.00

Proposal Total \$199,000.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

#### **Contractor's Price Proposal - Detail**

Date: October 29, 2024

IQC Master Contract #: 2023-21-01 Work Order Number: 134849.01

Owner PO #:

Work Order Title: Jasper County Detention Center Fire Damage-Construction

Contractor: Johnson-Laux Construction (SC)

Proposal Name: Jasper County Detention Center Fire Damage-Construction

Proposal Value: \$199,000.00

	Sect.	Item	Modifer.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded	if marked	with an X)	
01 - G	eneral Re	equireme	nts			
1	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.  Quantity  Unit Price  Factor  Total	\$21,000.00
				Installati		
				Division	7 Holding cell wall padding	
2	01 22 16	3 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$25,000.00
				Installati	On Quantity Unit Price Factor Total 25,000.00 x 1.00 x 1.000 = 25,000.00	
				Division	9 Painting	
3	01 22 16	6 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.  Quantity  Unit Price  Factor  Total  4,500.00  Total	\$4,500.00
				Division	10 Install owner provided accessories and seating	
4	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$24,500.00
				Installati	On Quantity Unit Price Factor Total 24,500.00 × 1.00 × 1.0000 = 24,500.00	

Division 9 Acoustical Ceiling Tile

#### **Contractor's Price Proposal - Detail Continues..**

Work Order Number: 134849.01

Work Order Title: Jasper County Detention Center Fire Damage-Construction

Proposal Name: Jasper County Detention Center Fire Damage-Construction

Proposal Value: \$199,000.00

Sect. Item Modifer. UOM Description Line Total

Labor Equip. Material (Excluded if marked with an X)

01 - 0	General Requirements		
5	01 22 16 00 0002	EA Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.  Quantity Unit Price Factor Total Installation 3,500.00 x 1.00 x 1.0000 = 3,500.00  Divison 8 Re-install Existing doors	\$3,500.00
6	01 22 16 00 0002	EA Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.  Quantity Unit Price Factor Total Installation 26,000.00 x 1.00 x 1.0000 = 26,000.00  Division 9 VCT Flooring	\$26,000.00
7	01 22 16 00 0002	EA Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.    Quantity	\$4,500.00
8	01 22 16 00 0002	EA Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.    Quantity	\$90,000.00

#### Subtotal for 01 - General Requirements

\$199,000.00

Proposal Total \$199,000.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

## Johnson-Laux Construction SCOPE OF WORK

#### Jasper County Detention Center 12008 N Jacob Smart Blvd Ridgeland, SC 29936

Building October 28, 2024

#### **Summary Scope**

The project consists of specific activities associated with Renovation of the Jasper County Detention Center intake area.

#### **Detailed Scope of Work**

The Contractor shall provide all materials, labor, and equipment and perform all work as described below and per any attached specifications and drawings along with the items below:

#### Casework

- Contractor to provide an allowance for providing and installing the following cabinetry. Final design for the cabinetry is to be determined by the owner:
  - o Cabinets in the medical room.
  - o Shelving in personal storage room behind front desk.
  - o Cabinets in breathalyzer room inside sally port.
  - o Elevated reception desk with plexiglass covering to the ceiling.
  - o Medical reception desk with door closure.

#### **Thermal**

- Contractor to provide labor and materials to:
  - o Install 2" foam padding to walls in holding cell in sally port
  - o Install 2" foam padding to walls in (1) holding cell in main booking area

#### **Openings**

- Contractor to provide labor and materials to:
  - o Re-install existing doors and hardware removed during fire restoration
    - Assume all materials removed by others is complete and there are no missing parts and pieces.

#### **Finishes**

- Contractor to provide labor and materials to install the following finishes:
  - o Apply (1) coat of primer and (2) coats of paint to all walls in booking area
  - o Paint "INTAKE" in black paint on wall behind desk area
  - Paint "JASPER COUNTY DETENTION CENTER" in black paint on wall between sally port and holding cell
  - o Paint doors and frames with (1) coat of primer and (2) coats of paint
  - o Paint red box around front desk on new floor tiles
  - o Install 12" x 12" VCT tile to all flooring in lobby of intake room and medical area.
  - o Install new wall base.
  - o Install new ceiling tiles in the lobby of intake room and medical area.
  - o Prep existing floor and install a 2-part urethane base epoxy flooring on Sally Port floor

# Johnson-Laux Construction SCOPE OF WORK

#### Jasper County Detention Center 12008 N Jacob Smart Blvd Ridgeland, SC 29936

#### **Specialties**

- Contractor to provide labor and materials to re-install all accessories that were previously mounted to walls
  - Assume all materials removed by others is complete and there are no missing parts and pieces.
- Contractor to install Owner Provided airport seating into lobby of booking area

#### **Exclusions**

- Contractor to note the following:
  - Owner is responsible for installation of all IT devices, security devices, conduit, and wiring
  - Mechanical
  - o Electrical
  - o Plumbing
  - o Fire Suppression or Alarm

#### **Details that Apply to All Work Areas**

- All work shall be performed to comply with all state and local building codes.
- Contractor to maintain clean work areas at all times, remove and dispose of all demolished materials and construction debris.
- Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to the beginning of work.
- Contractor shall coordinate inspections with the Owner as required.
- Upon completion of work, all construction areas shall be left clean and free from debris.

#### Warranty

Provide all labor, material, and equipment warranties to the owner prior to project closeout.

#### **Submittals**

• The Contractor shall submit for approval the manufacturer's cut sheets for materials utilized for the project prior to commencing any work.

#### **Permitting**

Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the EZIQC master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog).

#### **Owner Responsibilities**

- Provide access to the worksite during normal business hours.
- Provide a staging area for project related materials.
- Owner shall be responsible for re-routing pedestrian traffic as necessary.

# AGENDA ITEM #12

#### STATE OF SOUTH CAROLINA JASPER COUNTY

#### RESOLUTION #R-2024-39

#### RESOLUTION OF JASPER COUNTY COUNCIL

TO DECLARE CERTAIN EMERGENCY SERVICES PROPERTY TO BE SURPLUS AND AUTHORIZE ITS DEMOLITION AND DISPOSITION PURSUANT TO SECTION 2-425 OF THE JASPER COUNTY CODE OF ORDINANCES

**WHEREAS**, the County Administrator has identified the property listed below as no longer necessary or useful to the County for the accomplishment of its mission, and recommends that it be declared surplus and demolished or otherwise disposed of;

**NOW THEREFORE, BE IT RESOLVED**, by a majority of the Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby, resolves that that the property identified below is declared surplus pursuant to the Jasper County Purchasing and Procurement Ordinance, Ordinance #05-04 (as codified in Chapter 2, Article V of the Jasper County Code of Ordinances, Sections 2-401 et seq.), and specifically section 2-425(d) and the Chief Procurement Officer of the County is authorized and directed to demolish or otherwise dispose of the property in accordance with that Ordinance, and in consultation with the County Administrator, may determine the most suitable method to dispose of the property, with the sales proceeds, if any, payable into the General Fund.

Mobile classroom used as a training center currently located at Fire Station Road

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption.

This Resolution No. R-2024-39 made this	th day of November 2024.
	L. Martin Sauls, IV, Chairman
	ATTEST:
	Wanda H. Giles, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.		
David L. Tedder	Date	



### Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509) Ridgeland, SC 29936 Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

28, October 2024

To: Honorable County Council

Re: Fire Rescue Training Center

#### Dear Honorable Council Members,

Fire Rescue has been unable to keep up with maintenance requirements for our training center. First and foremost, this classroom was donated to the department over a decade ago. We received it in a condition in which tender loving care was needed. Throughout time we were able to accomplish some of the maintenance challenges. However, the time has come for us to recommend the destruction and removal of this property. Again, this property was donated to us over a decade ago. Additionally, our personnel are willing to work with the public works division to utilize roll off containers and raze the structure with county owned assets. The razing of this classroom internally, will save our citizens money.

We will circle back to you with replacement of the classroom either as an addition to the fire station or as a free-standing facility. We are exploring as many options as possible to achieve the most cost-effective avenue. We will report back with our recommendation for the replacement of this much needed space at our training facility. We currently do not know the exact age, serial number, other identifiable features that we would need for destruction of this module.

#### Current training facility classroom:









Sincerely,

Chief Russell W. Wells

# AGENDA ITEM #12A

SOUTH CAROLINA	)	
	)	A RESOLUTION
JASPER COUNTY	)	Resolution #R-2024-40

Committing To Negotiate A Fee-In-Lieu Of *Ad Valorem* Taxes Agreement Between Jasper County And Project Salmon; Identifying The Project; And Other Matters Related Thereto

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

WHEREAS, Project Salmon, an entity whose name cannot be publicly disclosed at this time ("Sponsor"), desires to invest capital in the County in order to establish its ecommerce distribution facility in the County ("Project");

WHEREAS, the Project is anticipated to result in an investment of approximately \$134,000,000 in taxable real and personal property and the creation of approximately 570 new, full-time equivalent jobs; and

WHEREAS, the real property on which the Project plans to locate is currently subject to an agreement ("Agreement"), which provides for FILOT Payments and Special Source Revenue Credits ("SSRC").

WHEREAS, as an inducement to the Sponsor locate the Project in the County, the Sponsor has requested that the County assign the Agreement and amend the Agreement to provide for an increased SSRC with respect to Project.

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

- **Section 1.** This Resolution is an inducement resolution for this Project for purposes of the Act.
- **Section 2.** County Council agrees to enter into the amend and assign the Agreement, the further details of which will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.
- **Section 3.** County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.
  - **Section 4.** This Resolution is effective after its approval by the County Council.

RESOLVED:	_, 2024	
		JASPER COUNTY, SOUTH CAROLINA
		Chair, Jasper County Council
(SEAL) ATTEST:		
Clerk to County Council		
Clerk to County Council		
Reviewed for form and	draftsmanship b	y the Jasper County Attorney.
David L. Tedder		 Date