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To Participate in Public Comment, please email to comments@jaspercountysc.gov and 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, December 5, 2022, at 1:00PM.***

To participate in a **Public Hearing**, you may either email to comments@jaspercountysc.gov or request via email or phone by **1:00PM on Monday, December 5, 2022**, to speak via telephone at the Virtual Council Meeting.

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

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



JASPER COUNTY COUNCIL
COUNCIL MEETING

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

December 5, 2022
AGENDA

5:00 PM

I: Call to Order by Chairperson

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

In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification

II: 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:

(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 – Auditor; Treasurer; Engineering Services

(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 – Election Matters; Cypress Ridge Spec Building Number 4; Levy Volunteer Fire Department; Jasper County v. Western Surety Company and Denise Smith; Ridgeland - Claude Dean Airport Leases; 95 Logistics Center; City of Hardeeville v. Jasper County, South Carolina, et al. Appellate Case No. 2022-001266

(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 Refurb

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.

6:00 P.M.

III. **Return to Open Session**

IV. **Pledge of Allegiance**

V. **Invocation**

VI. **Approval of Agenda**

VII. **Approval of the minutes 09.06.2022 and 09.28.2022**

VIII. **Presentations:**

A: Chief Russell Wells – Presentation of Personnel completing Paramedic Training Curriculum.

B: Lyn Boyles – Presentation and Update of Keep Jasper Beautiful

IX. **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 6PM 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.**

*Due to Seating Limitations at the Council Meeting, you may also submit your **Public Comments** via email to 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 public comments, please email your name, address and phone number to the email address listed above by 1PM on the date of the meeting.*

X. **Resolutions:**

A: David Tedder - Resolution **#R-2022-30** Calling For A Public Hearing To Be Held Regarding A Fire Consolidation; And Other Matters Related Thereto. *(Levy Volunteer Dept).*

XI: **Ordinances:**

A: David Tedder – Consideration of the **1st reading** of an Authorizing Certain Amendments, Modifications and Changes to the County’s Code of Ordinances; Authorizing the Execution and Delivery of a Consolidated Fire Service Agreement Between Jasper County, South Carolina and Levy Volunteer Fire Department; Authorizing the Appropriation of County Funds Under the Terms of Such Agreement; and Other Matters Relating Thereto.

B: Lisa Wagner – Consideration of the **1st reading** of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer two properties located along Lowcountry Drive, at the southeast corner of Strawberry Hill Road, bearing Jasper County Tax Map Numbers 083-00-06-026 and 083-00-06-027 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map

C: Andrew Fulghum – Public Hearing and 3rd reading of Ordinance #[O-2022-37](#) To Authorize Jasper County To Enter Into A Memorandum Of Understanding/Lease Agreement With The Polaris Tech Charter School For The Lease Of The Athletic Facilities At The Airport Field Complex. (1st reading 11.07.2022; 2nd reading 11.21.2022)

D: David Tedder – 3rd reading of Ordinance #[O-2022-32](#) Authorizing the sale of TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.89 acres, and TMS 048-00-01-032, approximately 2 acres, to Gopher Hill Holdings, LLC, or its assigns, to accept two parcels of land from Gopher Hill Holdings, LLC or its member, Randall S. Booker, being TMS 048-00-01-007, approximately 25.52 acres, and TMS 048-00-01-005, approximately 19.09 acres, as part payment, 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 Gopher Hill Holdings, LLC, or its assigns, and obtain for Jasper County the properties referenced above.
(1st reading 10.17.2022; 2nd reading 11.21.2022) - (Project Refurb)

E: David Tedder – Public Hearing and 2nd reading of Ordinance #[O-2022-38](#) Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Gopher Hill Holdings, LLC Or Its Assigns (The "Sponsor") And Jasper County, Whereby Jasper County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company And Providing For Payment By The Sponsors Of Certain Fees-In-Lieu Of *Ad Valorem* Taxes; Providing For Special Source Revenue Credits In Connection With Such Agreement; Authorizing And Approving (1) Development Of A New Joint County Industrial And Business Park Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended, In Conjunction With Hampton County (The "Park") Such Park To Be Geographically Located In Jasper County; (2) The Execution And Delivery Of A Written Park Agreement With Hampton County As To The Requirement Of Payments Of Fee-In-Lieu Of *Ad Valorem* Taxes With Respect To Park Property And The Sharing Of The Revenues And Expenses Of The Park; And (3) The Distribution Of Revenues From The Park Within Jasper County; And To Authorize The Jasper County Council Chairman Or County Administrator, As Appropriate, To Execute Such Agreements And Other Documents As May Be Necessary And Appropriate To Effect The Fee-In-Lieu Of Tax Transaction And To Provide For Other Matters Relating Thereto.
(1st reading 11.21.2022; 2nd reading 12.05.2022) (Project Refurb)

XII. New Business:

A: Kimberly Burgess – Presentation of guaranteed maximum price (GMP) from MB Kahn Construction for Ridgeland - Claude Dean Airport South Apron Expansion.

XIII. Old Business: None

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**

AGENDA ITEM:

VII

Approval of the Minutes



JASPER COUNTY COUNCIL
COUNCIL MEETING

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

Tuesday, September 6, 2022
MINUTES

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

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda H. Simmons, County Attorney David Tedder, Kimberly Burgess, Russell Wells, Lisa Wagner, and Videographer Jonathan Dunham.

Also Present:

Chairwoman Clark called the meeting to order at 5:07PM. Chairwoman Clark asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Ms. Simmons, Clerk to Council read the Clerk's Report of Compliance with the Freedom of Information Act as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The information below was read for the executive session.

Motion to go into executive session with the addition of adding personnel to the Executive

Session: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

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:

(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 – [Engineering Services](#)

(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 – Election Matters; Exit 3; Cypress Ridge Spec Building Number 4; Plan Review Services

(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; Bailey Park PDD; Development Agreement Extension for Peninsula Tract; Project Silver Star; Project Ice

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 EXECUTIVE SESSION.

Return to Open Session:

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Motions from Executive Session:

Motion to approve Resolution #R-2022-21 to authorize the execution and delivery of a Participation Agreement with SLF III-Hardeeville, LLC and to disburse to the State of South Carolina Department of Public Transportation on behalf of the County of Jasper in Accordance with Ordinance 2021-28 and the participation agreement the sum of \$3,400,000.00 for the purpose of funding required engineering services for the Exit 3 interchange project: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

The Pledge of Allegiance was led by Councilman Sauls and the invocation was given by Councilman Adkins.

Approval of Agenda:

Motion to amend the agenda to move item XI:B to after the approval of the minutes:

Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed

Approval of the minutes of 06.13.2022 and 06.21.2022:

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed

Item XI:B (as moved per the Amended Agenda)

B: Lisa Wagner – Public hearing and 2nd Reading of Ordinance #O-2022-26 to adopt Planned Development District Zoning for two tracts of land consisting of approximately 26.63 acres, bearing Jasper County Tax Map Numbers 081-00-04-007 and 081-00-04-080, located along N. Okatie Highway (Highway 170), approximately 2 miles east of the intersection of Highway 462, and known as Bailey Park PDD. *(This item was moved due to the motion made to amend the agenda, to go after the approval of the minutes)*

Ms. Wagner was present to address this request.

Description: The Applicant has submitted a request for a Planned Development District (PDD) zoning designation for a mixed-use development, which will be known as Bailey Park PDD. Included with the Zoning Map Amendment application is a PDD document and Concept Plan. The project site consists of two parcels, which are identified by tax map numbers 081-00-04-007 and 081-00-04-080, and total 26.63 acres. The properties are located along Highway 170, approximately 2 miles east of the intersection of Highway 462 and also has frontage along Old Bailey Road. The properties are currently zoned Community Commercial and Residential and are both undeveloped.

Analysis: The PDD regulations are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree and are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment. In view of the substantial public advantage of “planned development,” it is the intent of the PDD regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts. All PDD’s shall conform to the Jasper County Comprehensive Land Use Plan and Land Use Map (latest edition).

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. In these areas, new development should be thoughtfully placed within the existing landscape.

The Land Use Chapter of the Comprehensive Plan recommends guiding growth and new development in or around the municipalities where infrastructure and services are available to serve new growth. While this project site is not near a municipality, it is located in an area where infrastructure and services are available to serve the site.

She noted that adjacent Zoning and Land Uses as shown in Figure 1 in the agenda packet shows the project location and Table 1 shows the adjacent land uses and zoning designation:

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Traffic and Access: One of the properties is accessed by North Okatie Highway (Highway 170), which is a four-lane state maintained highway, classified as an arterial road. The other property has direct access to Old Bailey Road, which is a two-lane state maintained road classified as a local road.

The Bailey Park PDD Concept Plan illustrates the proposed uses, the general layout, and access points. A Master Plan will be submitted separately and will provide additional information regarding the layout of the development.

Ms. Wagner noted that the proposed PDD will establish the following:

Access Points – One full access point is proposed along Highway 170 and a second full access point is proposed along Old Bailey Road.

Allowed Land Uses – Tract A, which is 6.63 acres, is proposed as Mixed-Use Commercial and Community Commercial, while Tract B, which is 20 acres, is proposed as Multi-Family Residential, Single-Family Residential Attached, and Single-Family Residential Detached.

Ms. Wagner noted that the overall commercial use density within Tract A shall not exceed 12,000 square feet of upland acre or a total of 65,820 square feet. The maximum residential use density within Tract B is 233 residential units, which is based on a unit density of 12 units of upland acres. She noted that as for open space there is 10% open space for residential land uses. While there is no open space requirement for the Commercial Tract, 10% of the commercial uplands will remain pervious.

Ms. Wagner noted that in regard to Setbacks and Buffers that Tract A will require a 50' buffer along Highway 170 and 15' from any adjacent residential use not separated by a road. Incompatible land uses shall comply with the buffer requirements as outlined in Article 12 of the Jasper County Zoning Ordinance. In regard to setbacks and buffers, the International Fire Code will be met.

Tract B – For detached single-family residential and duplexes, the side setbacks are 6', rear yard setbacks are 15', and front yard setbacks are 25' for lots with front loaded garages, and 15' setbacks for lots with side loaded garages. For attached single-family residential, townhomes, or condominiums there will be 6' side setbacks from non-common property lines. Perimeter buffer for single-family and townhomes will be a minimum of 10' and all other uses will be a minimum of 20'.

Ms. Wagner mentioned that Landscaping Standards would meet or exceed the County's requirements. Water and Sewer will be provided by BJWSA; Electric will be provided by Dominion Energy; Telephone Service will be provided by Hargray.

A full environmental assessment of the site has been conducted as well as a full Traffic Impact Analysis, both are included with this staff report. The Bailey Park PDD meets all of the requirements for a PDD *Application and Concept Plan* as outlined in Article 8:1.7 of the Jasper County Zoning Ordinance.

Ms. Wagner noted that notices were sent to all adjacent property owners, notifying them of the Applicant's request to have the property designated as PDD and notifying them of the Planning Commissions review. In addition, a Zoning Application sign was placed along Highway 170 and another

sign was placed along Bailey Road. The public comments that were received for the May 10, 2022 Planning Commission Meeting are included with this staff report. A public hearing will be scheduled for a future County Council Meeting,

Ms. Wagner noted that the Planning Commission did have a recommendation for Council. A zoning designation of PDD does not entitle an applicant or owner of the affected property a right to develop or engage in any land use or land disturbing activity, other than the rights in existence at the time of the Concept Plan approval. To engage in development or any land use or land disturbing activity, a Master Plan and subsequent Development Plan(s) must be approved for the areas to be developed. While the Concept Plan is very generalized, a Master Plan is a more refined document which will be reassessed by the Planning Commission at a future date. The PDD application is supported by the Comprehensive Plan; as such, staff recommends approval of the PDD designation, the PDD document, and the Concept Plan.

Ms. Wagner noted that the public hearing had been noticed and that signs were posted appropriately that letters were sent to all property owners with 500 feet including the ones in Beaufort County.

Chairwoman Clark opened the floor for the public hearing at 6:40pm and noted that the public hearing would be limited to 3 minutes per person due to the number of people in attendance.

Jake Copley spoke of his questions on the project, traffic concerns and other issues.

Tedd Kennedy, he discussed his issues and concerns of the project and discussed the County comprehensive plan.

Erika Gainey discussed her concerns as well as her neighbors' concerns and noted they were against the project. She noted that they had 288 signatures on the petition and she read some of the statements of the concerned people in that area

Debbie Cooler noted that she co-authored the petition and that she was speaking for many people. She spoke against the rezoning and the project and noted that she was very concerned of the density of the project.

Heidi Bailey read a letter prepared by her husband Michael Bailey and noted that they were against the project.

Cynthia Poellnetz spoke against the project.

Fred Biggs noted that he had grown up in areas with a lot of traffic and that he could foresee the issues and disaster with this project.

Christy Smith asked to give her speaking spot to Andy Richard.

Andy Richard implored Council to take great consideration on this plan and said that he saw many issues including the project density.

George Ward noted that he agreed with all of the previously mentioned points and discuss the density of the property.

Milton Woods asked if Beaufort County had signed off on the project since the water will run off into the Okatie River. He also noted he was against the project. Copies of letters, emails, petition copies, etc. pertaining to this Agenda Item XI:B are included and attached as Attachment "A" to these minutes.

Motion to table this item and ask staff to get with the Developer: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed

Presentation:

A: Broad River Task Force – Report to County Council

Kate Schaefer presented a report from the Broad River Task Force. She noted that they had been asked to take on this project by the Council in June 2022. She gave the scope of the Task Force assignment. She noted how helpful Payton Krupp had been from the IT/GIS Division on this project. For further information on this item please see our YouTube video page at:

https://www.youtube.com/watch?v=G_XK31i-G0Q

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 6PM 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.

There were no comments at this time.

Resolutions:

A: David Tedder – Public hearing and consideration of Resolution #R-2022-19 confirming the procurement of professional services (engineering, plan review) pursuant to Section 2-413 of the Jasper County Code of Ordinances to supplement the existing indefinite services contract providers for such services, upon the following terms and conditions, and further finding, after holding a public hearing, that unusual and extraordinary circumstances, pursuant to Section 2-415 (a) of the Jasper County Code of Ordinances.

Mr. Tedder discussed the procurement ordinance and addressed this resolution confirming the procurement of professional services (engineering, plan review) pursuant to Section 2-413 of the Jasper County Code of Ordinances to supplement the existing indefinite services contract providers for such services pursuant to Section 2-415 (a) of the Jasper County Code of Ordinances for Council.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed

B: Kimberly Burgess – Resolution #R-2022-20 for the approval of the Accommodations Tax Advisory Committee Recommendations.

Ms. Burgess was present to address and discuss the resolution for the approval of the Accommodations Tax Advisory Committee Recommendations. She said that the recommendation of the Accommodations Tax Committee was as follows:

To the Southern Carolina Association to jointly provide with Jasper County a sponsorship and presence at the CJ Cup, a PGA event to be held at Congaree Golf Course in October 2022 the committee recommended \$60,000, since the amount of the request was not to exceed \$60,000.

To Operation Patriots FOB to promote a cultural event, Benefit Concern for the Heroes, the committee recommended \$20,000 as requested.

To the Friends of Honey Hill to make repairs and improvements to the battlefield site, the committee recommended \$1500 as requested.

Motion to approve: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed

Ordinances:

A: Kimberly Burgess – 3rd reading of Ordinance #O-2022-25 to amend Jasper County Ordinance 2021-17 for fiscal year 2022 Jasper County budget to provide for amendments to the budget and to carryover approved lapsing funds to fiscal year 2023, and to amend Jasper County Ordinance O-2022-17 for fiscal year 2023 Jasper County budget to provide for amendments to the budget resulting from the carryover of approved lapsing funds from fiscal year 2022, and matters related thereto.

Ms. Burgess was present to address and discuss this request for an ordinance to amend Jasper County Ordinance 2021-17 for fiscal year 2022 Jasper County budget to provide for amendments to the budget and to carryover approved lapsing funds to fiscal year 2023, and to amend Jasper County Ordinance O-2022-17 for fiscal year 2023 Jasper County budget to provide for amendments to the budget resulting from the carryover of approved lapsing funds from fiscal year 2022.

Motion to approve: Councilman Adkins

Second: Councilman Sauls

Vote: Unanimous

The motion passed

B: Lisa Wagner – Public hearing and 2nd Reading of Ordinance #O-2022-26 to adopt Planned Development District Zoning for two tracts of land consisting of approximately 26.63 acres, bearing Jasper County Tax Map Numbers 081-00-04-007 and 081-00-04-080, located along N. Okatie Highway (Highway 170), approximately 2 miles east of the intersection of Highway 462, and known as

Bailey Park PDD. *(This item was moved due to the amended agenda, after the approval of the minutes)*

C: Lisa Wagner – Consideration of the 1st Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 5787 Lowcountry Drive, bearing Jasper County Tax Map Number 083-00-03-057 from the Community Commercial Zone to the General Commercial Zone on the Jasper County Official Zoning Map.

Ms. Wagner was present to address and discuss this item with Council.

Ms. Wagner said the subject property consists of 4.08 acres and is located at 5787 Lowcountry Drive. The Applicant has requested a Zoning Map Amendment to have the properties designated as General Commercial. The subject property is currently zoned Community Commercial and is undeveloped. The applicant would like to have the property re-zoned to General Commercial to allow business and to rent out some flex space. The applicant believes General Commercial is a better fit for the area.

Ms. Wagner noted that the Zoning Map Amendment application and request is reviewed by considering the following factors:

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.

The adjacent parcels are zoned Mixed Business and Community Commercial with Industrial, Residential, Rural Preservation and General Commercial nearby. Adjacent land uses are Commercial and vacant property.

The subject property is accessed by Lowcountry Drive (Highway 462), which is a two-lane state maintained highway unnamed, county maintained dirt road.

Planning Commission recommends denial of the request to have the property designated as General Commercial.

Ms. Wagner noted that the Planning Commission recommended denial.

Motion to approve: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed

D: David Tedder – Consideration of the 1st Reading of an ordinance for Project Silverstar authorizing the sale of TMS 063-30-03-010, approximately 11 acres, to P & S Properties M, LLC and to authorize the Jasper County Administrator to execute such deeds and other documents as may be necessary and appropriate to effect the sale.

Mr. Tedder was present to address and discuss this item with Council for the Ordinance for Project Silverstar authorizing the sale of TMS 063-30-03-010,

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approximately 11 acres, to P & S Properties M, LLC. He noted that Council previously discussed the sale of the property.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed

E: David Tedder – Consideration of an Ordinance to amend the Peninsula Tract Development Agreement as to the C-2 Property to make certain text amendments, extend the Term, and matters related thereto.

Mr. Tedder was present to address and discuss this item with Council to consider an ordinance to amend the Peninsula Tract Development Agreement as to the C-2 Property to make certain text amendments, extend the Term of the Development Agreement for 5 more years for this certain tract

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed

New Business:

A: Danny Lucas – Approval of the Jet and Avgas System Estimate.

Mr. Lucas was present to address and discuss this item with the Council to consider approval of the Jet and Avgas System Estimate in the amount of \$597,640.00 for two 12,000 gallon tanks. One tank would be for jet fuel and the other for gasoline. He also noted that the bid provided was only good for 5 days. He noted that the upfront deposit would be \$209,174.00; then upon shipment \$239,056.00 and upon arrival the final payment due of \$149,410.00 which was the full and total amount of \$597,640.00. He noted that the County's fuel sale prices would be quite competitive, and that the County would be the only one on the Airport property selling fuel. Mr. Lucas also asked that the County Administrator be allowed to finalize the contract.

Motion to approve: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed

B: Kimberly Burgess – Presentation of the bids for the Activity Center roof replacement at Sgt. Jasper Park.

Ms. Burgess was present to address and discuss this item with Council to consider the bids for the Activity Center Roof Replacement at Sgt. Jasper Park. This was for a 26-gauge 5V metal roof with a 40 year warranty for the finish and a 2 year warranty for the workmanship. She noted that Jasper County had advertised for sealed bids for the replacement of the activity center roof at Sgt. Jasper Park, Hardeeville, SC. The bids were due August 23, 2022, and seven bids were received timely. The staff

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recommendation was that Council accept the proposal from Solid State Construction as the presumptive low bidder and allow the County Administrator to execute all necessary documents for the project.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed

C: [Kimberly Burgess](#) – Approval of the bid for the Marsh Cove Road improvements.

Jasper County advertised for sealed bids for improvements to Marsh Cove Road in unincorporated Jasper County. The bids were due June 16, 2022. One bid was received timely from APAC-Atlantic, LLC in the amount of \$456,027. Alliance Consulting Engineers recommended that there be no award for the contract for the Marsh Cove Roadway because the base bid was higher than budget. However, because time is of the essence, the County requested and received additional funding from the C-Fund program through the Jasper County Transportation Committee in an amount sufficient to increase the budget to meet the amount of the bid.

The staff recommendation was that Council accept the bid submitted by APAC-Atlantic, Inc. in the amount of \$456,027, and the increased funding from the C-Fund program of \$370,000 to proceed with the improvements to Marsh Cove Road, and to allow the County Administrator to execute all necessary documents for the project.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed

D: [Andrew Fulghum](#) – Update on the Church Road drainage project.

Mr. Fulghum was present to discuss and review this request. He noted that the last update was in March. He discussed the Memo received from Lowcountry Council of Governments. He noted that the project had been bid twice and that it was over budget both times. In the fall of 2020, Jasper County was awarded a \$1,022,023 grant with CDBG to correct the drainage problems on Church Road, just outside of Hardeeville. However, the service area is much larger than the project area. The project will benefit 180 units with 471 people. He noted that they are pursuing additional grant funds from the SCIIP (Memo is attached as [Attachment "B"](#)).

Mr. Fulghum noted that the memo wanted to reaffirm the County's commitment of the \$500,000 match of the project and pursue additional grant funds that did not exist at that time. He noted at this time the request was to ask Council to reaffirm their \$500,000 commitment for the match of the project and asked that they instruct staff to pursue all of the funding opportunities as were discussed, including the increased CDBG and the additional funds from the SC Infrastructure Authority.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed

E: Andrew Fulghum – Approval of the new position of Building Maintenance Technician and the Job Description.

Mr. Fulghum was present to discuss and review this request. He noted that this request was to approve the position and approve the job description.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed

Old Business: None

Council Members Comments:

Vice Chairman Dr. Brantley:

Vice Chairman Dr. Brantley thanked Broadriver for their presentation. He also asked everyone to keep for Councilman Kemp and his wife to be kept in prayer for their recovery of their illness.

Administrator's Report:

Mr. Fulghum noted that his report was in the packet, and he was available for any questions.

Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II. There was no need to return to Executive Session for this meeting.

Adjourn:

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed. The meeting adjourned at 7:40pm.

Respectfully submitted:

Wanda H. Simmons
Clerk to Council

Barbara B. Clark
Chairwoman

From: Erika Gainey <erikagainey@hotmail.com>
Sent: Monday, September 5, 2022 9:31 PM
To: Lisa Wagner
Subject: Erika Gainey's Letter - Bailey Park PDD

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

Lisa

Please see if you can print this. Otherwise I will send another copy. I will bring the original to the meeting.

Erika L. Bailey Gainey

843-368-2365
1482 Old Baileys Road
Ridgeland, SC 29936

September 5, 2022

Jasper County Council
Ridgeland, SC 29936

Re: Bailey Park - PDD

Tax Map Number 081-00-01-007/081-00-01-008

Dear Council Members,

My name is Erika Bailey Gainey and I am writing this letter to address my concerns of the re-zoning request for the two tracts of land located between Old Baileys Road and Highway 170.

I am 41 years old and I grew up on Old Baileys Road, and I have resided there for most of my life. My residence is adjacent to this property. I am asking for each of you to consider the many effects

that a re-zoning of this property to a (PDD) Planned Development District would have on our existing community.

I would like to point out that the Old Baileys Road community has been established for over six generations. Families have chosen to move here, due to the atmosphere that the rural zoning has created.

Even though many new people have moved into the Old Baileys Road Community it has been able to remain Rural. I feel that it is not okay for a developer to come into an existing community such as this

and change the way it is zoned. The lifestyle that members of the Old Baileys Road community have all enjoyed for so many years would be taken away to only satisfy a developer and a county that would

only be concerned about the dollar than it cares about the affects this large development will have on the people.

Old Baileys Road is an old narrow, two lane road, exactly why it is named what it is, old. It is not very well maintained. The road itself is not designed to handle large volumes of traffic.

Once again, its a characteristic of our rural zoning. If approved, using Old Baileys Road as an entrance into this neighborhood would be very dangerous to the members of our community.

The increase in traffic that this PDD would bring would take away the enjoyment that children have riding their bikes, people walking or even riding their golf carts down the road. Even the existing

Okatie Park keeps their entrance out onto Highway 170 and the entrance onto Old Baileys Road is blocked off.

The drainage of storm water in the Old Baileys Road Community is another concern. This PDD would only cause a greater burden to an already existing problem. The ditches on

Old Baileys Road are obviously connected and the storm water from all properties within the community eventually run into a pond, that is located on a property over on the Beaufort County

side of Old Baileys Road. This property (25 Old Baileys Circle), is owned by my Grandfather. When this pond reaches capacity, it overflows the embankment next to the Okatee River, causing major

erosion to the property around it, including his driveway. That erosion has to then be repaired, burdening him with out of pocket costs of repair. Please consider this before approving the subject property

for re-zoning into a Planned Development District (PDD).

Leaving the zoning as Rural and creating a small neighborhood would not have nearly as much of an impact on the Old Baileys Road community as a Planned Development District (PDD) would.

I am asking that you consider allowing the Old Baileys Road Community to be able to preserve its current Rural Zoning that has created an atmosphere that the residents have become accustomed

to for so many years. The residents in our community were attracted to the community for this very reason. There are too many families that have lived in the Old Baileys Road Community for generations

to have Jasper County allow a developer to come in and disrupt their heritage. With so much development going on in our area I feel that there should still be communities that remain Rural.

If however this re-zoning is allowed to become a Planned Development District (PDD), as an adjacent property owner, I would like to request a few things. First, that the developer to be required to

leave at least a 100 foot buffer along the property line that adjoins this property to mine and along the Old Baileys Road. I would like to see the main entrance to the community to be off of Highway 170,

just as Okatie Park has. I would ~~also like to~~ ^{rather} see houses built here and not apartments, condos, or townhomes.

Thank you for taking the time to read my letter.

Lisa Wagner

From: Evelyn Reddish <ered1234@bellsouth.net>
Sent: Monday, August 29, 2022 11:48 AM
To: Lisa Wagner
Subject: PDD zoning for 007 & 080 along hwy 170 & Old Bailey Rd

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

The amount of proposed housing is way out of line for only 26 acres; it should be no much than half that much to achieve good quality of life.

Also, removing all those trees is very bad for the environment as well as displacing hundreds of wildlife.

Please consider this.

Evelyn G Reddish
255 Old Bailey Rd
Okatie, S C 29909

Sent from my iPhone

Lisa Wagner

From: Marti Macgillivray <martimacii@icloud.com>
Sent: Saturday, September 3, 2022 5:30 PM
To: Lisa Wagner
Subject: Rezoning Old Bailey park

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

We have small children who ride their bikes, disabled veterans with walkers and my son is blind. The increase in traffic would put them in danger and force them to stay in their homes. We moved here because it was quiet, rural and had little traffic. The Okatie river is a meeting place for our kayaks and we fish these waters. I'm opposed to this rezone proposal. Marti Macgillivray. 20 year resident of peace and family, living in harmony with nature.

Sent from my iPhone

Michael C. Bailey
843-812-9685
277 Old Baileys Road
Okatie, SC 29909

Jasper County Council & The Planning and Building Department

Re: Proposed Bailey Park – PDD

Dear Council Members:

My name is Michael Bailey, and I am a fourth generation Bailey. Along with my children and grandchildren, it makes six generations that have lived in this community. I have lived here for 69 years, so I know this land very well. I am against the changing of this land zoning for many reasons. Old Bailey's Road has always been a quiet, rural community with very little crime. The people that live here can walk and ride their bikes on the road without the worry of getting ran over. This will all change if this project is approved.

The traffic is already awful and getting out onto Highway 170 will get even worse. Taxes will have to increase to provide fire and police protection. My biggest concern, however, is the storm water runoff as an adjacent landowner. This land is low and will need to be built up and if runoff comes onto my property, then we have a problem.

Since Okatie Park built their project, the excess water from the retention ponds, that stay full, goes into the highway ditches and then runs onto my family's pond, then of course dumping out into the Okatee River. This pond cannot take that amount of water and the pond has broken lose many times in the last few years and has been repaired at our expense. I don't know what this project has in mind, but I do know we will not be taking anymore water onto our property.

This land is less than 500 feet from the Okatee River. The average person does not even worry about storm water. The stormwater now from this almost 30 acres, goes into the ground and is sucked up by trees and plants for the most part. For example, if this acreage was covered with paved roads, sidewalks and roofs from buildings, just one inch of rain would make 814,620 gallons of water to be emptied out into the Okatee River. That is just one inch of rain! We have that amount of rain occasionally and lots more at times. I know that may be extreme but most of this project will be covered with roads, sidewalks and buildings with a roof.

Don't take my word for it, do the math! Retention ponds are only effective when they are empty, and they stay full most of the time. The water will go directly into the Okatee River and cause pollution. We should try to protect the very thing that makes this area so special, because when its gone it is gone forever.

Thank you for taking the time to hear my concerns.

I'm reaching out as a concerned citizen and neighboring resident of the proposed Bailey Park PDD located between Highway 170 and Old Bailey Road in Okatie. According to the Jasper County Comprehensive Plan, the future land use maps designate the proposed Bailey Park PDD as Resource Conservation Land. The Comprehensive Plan further states that future development should be focused in around the municipalities which is absolutely not consistent with the subject area. There is more than adequate properly zoned land in such areas to provide for development of this nature. Additionally, impacts to wildlife habitat, wetlands, and cultural resources will be consequential.

Current zoning is for residential with commercial along the 170 frontage at significantly lower density that would be fitting for the neighborhood. Presently, residential would be 1/2 acre lots for single family housing allowing only about 40 homes not the 233 under the current proposal. The remaining 6 acres, located along Highway 170, is zoned community commercial which would only allow for light commercial that serves the neighborhood not 65,000+ square feet. Bailey Park PDD is 3 times the density of the much disputed Chelsea South proposed development.

Baileys Point Landing is too close to the Okatie to not receive additional consideration of environmental impacts. The Okatie River, the Colleton River and their watersheds are presently rated Outstanding Resource Waters by SCDHEC. However, there are signs of deterioration with each annual assessment, and this will continue over time as further impacts are allowed. The property is less than half a mile from the Altamaha Heritage Preserve. Jasper County needs to adopt the stricter SoLoCo stormwater standards being implemented by all of its neighboring municipalities before approving more development.

The current, recent development within the immediate area causes runoff into the ditches along Old Bailey Road which drain into the river. These developments were not properly regulated as to on-site stormwater retention. Any development in this area must be held to much more stringent standards.

Other paramount concerns are general pollution (including light and noise), transportation, utilities and public safety services.

Old Bailey Road is inadequate for its present transportation load much less any additional stress from unnecessary direct access from this site. Additionally, Old Bailey Road presents an extreme life-safety hazard in its connection with Highway 170 and needs to be stop lighted. The additional traffic load on Highway 170 from this site will only further degrade the situation.

Utilities are barely adequate on the Okatie Highway side of the subject property but are marginal on the Old Bailey Road end and should not be tied into. Lastly, present public safety services are at a rural level at best and must be upgraded prior to new development. Currently 911 responses are further hindered by confusion as to which County should be routed to emergencies.

I am not opposed to progress but I trust you will have the foresight to ensure such change for the future does not have significant negative impact on the ecosystem and those that currently reside in the area. Thank you for your consideration in this matter.

Tell Jasper County Council to Uphold Its Comprehensive Plans, Deny Rezoning of Bailey Park

Developers are proposing to build up to 233 units along with 65,820 square feet of community and mixed-use commercial on the two tracts of land consisting of approximately 26.63 acres, together, located along Highway 170 and Old Baileys Road, in rural Jasper County, South Carolina.

We the undersigned do petition Jasper County Council to deny the rezoning of the 26.63 acres, located at tax map numbers 081-00-04-007 and 081-00-04-008, located along Highway 170 and Old Baileys Road, in rural Jasper County, South Carolina, from Rural Residential and Community Commercial to a mixed-use Planned Development District (PDD) for the following reasons:

1. The current zoning is for residential and would only allow for the 20 acres of the said property, that is located along Old Baileys Road, to be divided in up to 1/2 acre lots for single family residential housing. This would allow for, only, up to around 40 homes, creating a small subdivision. The other 6 acres, located along Highway 170, is currently zoned as community commercial which would only allow for small office buildings. This current zoning would be fitting into our community since it was a part of the original comprehensive plan. The new zoning would allow for single-family residential attached and detached and multi-family residential housing, which includes up to 233 units (from townhomes to apartments) along with 65,820 square feet of community and mixed-use commercial space.
2. According to the Jasper County Comprehensive Plan, the future land use maps designate the Bailey Park land tract as Resource Conservation Land. By definition, Resource Conservation is a careful preservation and protection of a natural resource to prevent exploitation.
3. This development will effect the quality of life for the Old Baileys Road Community's residents in the following ways:

A. The calm and tranquil lifestyle that we have all enjoyed will be taken away by a large development that is not "fitting" into the existing rural atmosphere of Old Baileys Road. It will impact our wildlife habitat, wetlands and cultural resources.

B. Old Baileys Road is already a narrow, two-lane road. A heavy increase in traffic would become dangerous for residents. Old Baileys Road is an existing rural community. Children and adults alike commute by walking, bicycling or riding a golf cart. The proposed PDD and the associated traffic would disrupt this way of life.

C. The Okatee River is one of the last remaining pristine bodies of water in the Lowcountry of South Carolina. The proposed PDD is located less than 500 feet from the Okatee River. The runoff created from this PDD will pollute the waters currently used for recreation, shellfish harvesting and marine life conservation.

D. A large development will cause a financial strain on area residents as taxpayers, to provide more EMS, fire and law enforcement.

E. The population density of the proposed PDD is of grave concern. It would contribute to increased crime and safety issues for our families.

4. The Altamaha Town Heritage Preserve is listed in the National Registry of Historic Places. It is located less than a half mile from this proposed development. This Preserve includes a Civil War Era graveyard and was the original settlement of the Yemassee Indians.

The neighboring landowners and residents have expressed their desire to see the proposed property on Old Baileys Road conserved. **The time to act is now: Rezoning and development of the proposed "Bailey Park" will lower the quality of life for the residents in our community.**

petition_signatures_jobs_34309688_20220906002250

Name	City	State	Postal Code	Country	Signed On
Erika Gainey	Ridgeland	SC		US	2022-08-31
Ben Kennedy	Fuquay-Varina	NC	27526	US	2022-09-02
Bob Newbert	Bluffton	SC	29910	US	2022-09-02
TJ Anderson	Okatie	SC	29909	US	2022-09-02
Michael BAILEY	Okatie	SC	29909	US	2022-09-02
Jenni Hardin	Okatie	SC	29909	US	2022-09-02
Calvin Bryan	Beaufort	SC	29906	US	2022-09-02
Richard McConnell	Olympia Fields		60461	US	2022-09-02
Taylor Ridings	Trenton		48183	US	2022-09-02
Jessica Lawson	Okatie	SC	29909	US	2022-09-02
Joanna Bunton	Ridgeland	SC	29936	US	2022-09-02
Sandquetter Bolden	Ridgeland	SC	29936	US	2022-09-02
Zealy Bailey Grayson	Okatie	SC	29909	US	2022-09-02
Christine Richard	Okatie	SC	29909	US	2022-09-02
Michelle Hall	Beaufort	SC	29907	US	2022-09-02
Joe Dalton	Okatie	SC	29909	US	2022-09-02
Debble Cooler	Ridgeland	SC	29936	US	2022-09-02
KATHY LANGFORD	Bailey	NC	27807	US	2022-09-02
Scott Bunton	Charlotte	NC	28202	US	2022-09-02
Justin Gainey	Ridgeland	SC	29936	US	2022-09-02
debble Peoples	Hilton Head Island	SC	29926	US	2022-09-02
Clifton Gantt	Jacksonville	FL	32216	US	2022-09-02
Bonnie Richard	Beaufort	SC	29906	US	2022-09-02
Lyla Gainey	Ridgeland	SC	29936	US	2022-09-02
April Farringer	Savannah	GA	31419	US	2022-09-02
Maribel Marulanda	New York		11106	US	2022-09-02
Brittney Wolters	Leavenworth		66048	US	2022-09-02
mohammad dar	Hanover Park		60133	US	2022-09-03
Halie Cooler	Okatie	SC	29909	US	2022-09-03

Toni Hamilton	Royal Oak		48073	US	2022-09-03
Sonya Pickering	Okatie	SC	29909	US	2022-09-03
Srinivas Chavala	Maryville		64468	US	2022-09-03
KeShundra Jones	Dallas		75248	US	2022-09-03
Parker Sutler	Okatie	SC	29909	US	2022-09-03
Jamie Durbin	Chula Vista		91911	US	2022-09-03
Josh Standiford	Lake Zurich		60047	US	2022-09-03
Tyler Ellis	Portsmouth		23707	US	2022-09-03
Andrew Varady	Media		19063	US	2022-09-03
Katie Rountree	Ridgeland	SC	29936	US	2022-09-03
Brittany Kennedy	Okatie	SC	29909	US	2022-09-03
Tyna Couch	Beaufort	SC	29907	US	2022-09-03
Alec Bishop	Okatie	SC	29909	US	2022-09-03
Simon Campos	Denton		76210	US	2022-09-03
Elijah Hall	Okatie	SC	29909	US	2022-09-03
Janet Beckwith				US	2022-09-03
Jessica Nell	Beaufort	SC	29907	US	2022-09-03
Jeremy Anderson	Houston		77044	US	2022-09-03
Travis Hames	Beaufort	SC	29909	US	2022-09-03
Timothy Stencel	Saranac		48881	US	2022-09-03
John Elliott				US	2022-09-03
John Westmoreland				US	2022-09-03
John Coakley	Beaufort	SC	29907	US	2022-09-03
Patsy Cottingham	Bluffton	SC	29910	US	2022-09-03
Susan Oliva	Okatie	SC	29909	US	2022-09-03
Emily Meador	Hardeeville	SC	29927	US	2022-09-03
George Ward	Bluffton	SC	29910	US	2022-09-03
James Arroyo	Okatie	SC	29909	US	2022-09-03
Anne Doe	Bluffton	SC	29910	US	2022-09-03
Heidi Bailey	Beaufort	SC	29906	US	2022-09-03
Holly Boyer	Olivet		49076	US	2022-09-03
Thad Bailey	Bluffton	SC	29910	US	2022-09-03

Warren Whitlatch	Charlestown		47111	US	2022-09-03
Lisa Palance	Ipswich		1938	US	2022-09-03
Rachel Anderson	Okatie	SC	29909	US	2022-09-03
Anne Highsmith Coak	Beaufort	SC	29907	US	2022-09-03
Wesley Lillard				US	2022-09-03
Trinity B	Atlanta		30309	US	2022-09-03
Andy Richard	Okatie	SC	29909	US	2022-09-03
Sylvia Coker	Bluffton	SC	29910	US	2022-09-03
Jalden R	Faribault		55021	US	2022-09-03
Sarah Bevan	Beaufort	SC	29906	US	2022-09-03
David Haskins	San Diego	CA	92105	US	2022-09-03
Christopher Bevan	Beaufort	SC	29906	US	2022-09-03
Chris Bevan	Beaufort	SC	29906	US	2022-09-03
Caroline McDermott	Savannah	GA	31411	US	2022-09-03
Stephanie Balley	Beaufort	SC	29906	US	2022-09-03
Robert Jenkins	Charlotte	NC	28215	US	2022-09-03
Keith Clark	Ridgeland	SC	29936	US	2022-09-03
Adam Kaluba	Burleson		76028	US	2022-09-03
Lynda Owens	Okatie	SC	29909	US	2022-09-03
Kenneth Beaver	Bluffton	SC	29910	US	2022-09-03
George Wetzel	Bluffton	SC	29910	US	2022-09-03
Bobby Thompson	Beaufort	SC	29907	US	2022-09-03
Amy Campanini	Ridgeland	SC	29936	US	2022-09-03
Bob Brunson	Bluffton	SC	29910	US	2022-09-03
Jo Brunson	Bluffton	SC	29910	US	2022-09-03
Jessica Wetzel	Bluffton	SC	29910	US	2022-09-03
Sissy Thompson	Beaufort	SC	29907	US	2022-09-03
Christy Smith	Ridgeland	SC	29936	US	2022-09-03
Rhonda Jones	Ridgeland	SC	29936	US	2022-09-03
Joseph Bailey	Rock Hill	SC	29730	US	2022-09-03
Jane Mikell	Okatie	SC	29909	US	2022-09-03
Kefrin Woodham	Bluffton	SC	29910	US	2022-09-03

Ann McDonough	Bluffton	SC	29910	US	2022-09-03
Jean Parler Jr	Ridgeland	SC	29936	US	2022-09-03
Marti MacGillivray	Okatie	SC	29909	US	2022-09-03
Patricia Temple	Okatie	SC	29909	US	2022-09-03
Charles Coker	Bluffton	SC	29910	US	2022-09-03
Bill Macgillivray	Okatie	SC	29909	US	2022-09-03
Sarah Krueger	Beaufort	SC	29906	US	2022-09-03
Sharon Barradas	Jacksonville	FL	32256	US	2022-09-03
Rebecca Albright	Beaufort	SC	29902	US	2022-09-03
eric v	New York		10009	US	2022-09-03
Bridget Levis	Troutman	NC	28166	US	2022-09-03
Glb McKenzie	Okatie	SC	29909	US	2022-09-03
Sarah Brunson	Bluffton	SC	29910	US	2022-09-03
Mary Floyd	Bluffton	SC	29910	US	2022-09-03
debbie Ioprete	staten island		10306	US	2022-09-03
Elizabeth Murdaugh	Okatie	SC	29909	US	2022-09-03
Corey McDermott	Beaufort	SC	29907	US	2022-09-03
Peter Munson	Okatie	SC	29909	US	2022-09-03
John Valente	Okatie	SC	29909	US	2022-09-03
Jessica Webb	Okatie	SC	29936	US	2022-09-03
Rodney Thomas	Beaufort	SC	29906	US	2022-09-03
doria wosk	miami	FL	33116-3356	US	2022-09-03
Joyce Sapp	Ridgeland	SC	29936	US	2022-09-03
Shamequa Allen	Ridgeland	SC	29936	US	2022-09-03
Cheryl Twillmann	Jacksonville	FL	32216	US	2022-09-03
Jeri Williams	Easley	SC	29640	US	2022-09-03
Scott Pham	San Diego	CA	92131	US	2022-09-03
george bourlotos	belleville	NJ	7109	US	2022-09-03
Joshua Curphey	Peterborough		PE7	US	2022-09-03
Thaddeus Bailey	Beaufort	SC	29906	US	2022-09-03
Kathy Wilson	Beaufort	SC	29906	US	2022-09-03
Paul Blackburn	Elizabethtown	KY	42701	US	2022-09-03

Nancy Bootle	Beaufort	SC	29906	US	2022-09-04
Nicole Casino	Savannah	GA	31411	US	2022-09-04
Betsy lawson	Ridgeland	SC	29936	US	2022-09-04
James Rice	Acworth	GA	30102	US	2022-09-04
Sue Ellen Lupien	Maumelle	AR	72113	US	2022-09-04
Jim Head	Oak Park	MI	48237	US	2022-09-04
Shawn Woods	Beaufort	SC	29902	US	2022-09-04
Connie Horton	Okatie	SC	29909	US	2022-09-04
George Maroska	Charleston	SC	29412	US	2022-09-04
Mary Douglas	Hardeeville	SC	29927	US	2022-09-04
Stephanle Brown	Bluffton	SC	29910	US	2022-09-04
Dena Ferrel	Beaufort	SC	29906	US	2022-09-04
Judy Hanney	Ridgeland	SC	29936	US	2022-09-04
Chris Scholl	Neptune	NJ	7753	US	2022-09-04
Antonia Flores	Beaufort	SC	29906	US	2022-09-04
Terri King	Ridgeland	SC	29936	US	2022-09-04
Donald wleklinski	Terre Haute	IN	47803	US	2022-09-04
Gilbert Lee	Okatie	SC	29909	US	2022-09-04
Ediverto Galvez	Panorama City	CA	91402	US	2022-09-04
Dallas Bercier	Lafayette		70506	US	2022-09-04
Richard Reece	Waynesboro	GA	30830-7023	US	2022-09-04
Liz Erpelding-Garratt	Saint Augustine	FL	32086	US	2022-09-04
John Lembo	Corpus Christi	TX	78418	US	2022-09-04
Anna Simmons	Charlotte	NC	28269	US	2022-09-04
Melanie Reynolds	Beaufort	SC	29906	US	2022-09-04
Christopher Tom	Pleasantville	NY	10570	US	2022-09-04
Frank Baldwin	Bluffton	SC	29910	US	2022-09-04
Patricia Atkinson-Wag	Ridgeland	SC	29936	US	2022-09-04
Martha Sanchez	Bluffton	SC	29910	US	2022-09-04
Ben Rountree	Ridgeland	SC	29936	US	2022-09-04
Catherine Lowther	Beaufort	SC	29906	US	2022-09-04
pamela hamilton	Palo Cedro	CA	96073	US	2022-09-04

Kay powers	Raleigh	NC	27603	US	2022-09-04
Peter Hannah	Ridgeland	SC	29936	US	2022-09-04
James Lancaster	Beaufort	SC	29902	US	2022-09-04
Marcy Beach	Ridgeland	SC	29936	US	2022-09-04
Isabella Reeves	Okatie	SC	29909	US	2022-09-04
Joseph Highsmith	Bluffton	SC	29910	US	2022-09-04
Jessica Williams	Bluffton	SC	29910	US	2022-09-04
Alexander Cowherd	Ridgeland	SC	29936	US	2022-09-04
Amy Allbee	Okatie	SC	29909	US	2022-09-04
Emma Jo Cooler Bush	Okatie	SC	29909	US	2022-09-04
Amber Hamilton	Charleston	SC	29407	US	2022-09-04
Eigene Horton	Hardeeville	SC	29927	US	2022-09-04
Randi Arroyo	Okatie	SC	29909	US	2022-09-04
Liz Garratt		FL	3	US	2022-09-04
Josh Lauener	Bluffton	SC	29910	US	2022-09-04
Clay Daley	Ridgeland	SC	29936	US	2022-09-04
Lindsay Campbell	Okatie	SC	29926	US	2022-09-04
Irene Bowlin	Savannah	GA	31412	US	2022-09-04
Jerry Reeves IV	Okatie	SC	29909	US	2022-09-04
Paul Horry	Durham	NC	27712	US	2022-09-04
William Gunter	Okatie	SC	29920	US	2022-09-04
Caite Blount	Smithville	MS	38870	US	2022-09-04
Kwajaleyn Armstrong	Hardeeville	SC	29927	US	2022-09-04
Mary Ann Viveros	Mayfield Hts.	OH	44124	US	2022-09-04
Ken Macgillivray	Ridgeland	SC	29936	US	2022-09-04
Doreen Morris	Richmond Hill	GA	31324	US	2022-09-04
Joe Ryden	Chapin	SC	29036	US	2022-09-04
Mikell Johnson	Okatie	SC	29909	US	2022-09-04
Janes Altman	Orwigsburg	PA	17961-9469	US	2022-09-04
Anne OQUINN	Ridgeland	SC	29936	US	2022-09-04
Heather Wilks	Green Pond	SC	29446	US	2022-09-04
Michael Friedmann	Bronx	NY	10461	US	2022-09-04

Kenneth MacGillivray	Cheboygan	MI	49721	US	2022-09-04
Charlie Cannington	Moncks Corner	SC	29461	US	2022-09-04
W F		OH		US	2022-09-04
Lisa Pitts-Kremer	Bluffton	SC	29910	US	2022-09-04
Joseph Oliva	Beaufort	SC	29906	US	2022-09-04
David Barradas	Jacksonville	FL	32216	US	2022-09-04
ELAINE WILSON	Ridgeland	SC	29936	US	2022-09-04
Brant Irvin	29 lynes rd	SC	29909	US	2022-09-04
Kathy Healy	Bluffton	SC	29910	US	2022-09-04
Kathleen Lawrence	Ridgeland	SC	29936	US	2022-09-04
Martin Healy	Bluffton	SC	29910	US	2022-09-04
JoAnna Waldhour	Okatie	SC	29909	US	2022-09-04
Ursillo Nicolette	St. Helena	SC	29920	US	2022-09-04
Teresa Dugger	Colfax	NC	27235	US	2022-09-04
Terrie Yow	Burlington	NC	27217	US	2022-09-04
Tara Velloney	Orange	VA	22960	US	2022-09-04
Jordan Sinns	Atlanta	GA	30342	US	2022-09-05
Jessica Hubbard	Ridgeland	SC	29936	US	2022-09-05
Roxy Caranfil	San Diego	CA	92122	US	2022-09-05
Katheryn Marschause	Denver	NC	28037	US	2022-09-05
Terry Harmon	Okatie		29909	US	2022-09-05
Jamie Solesbee	Denver	NC	28037	US	2022-09-05
Jaime Turgeon	Richmond	VA	23237	US	2022-09-05
KarenSue Zoeller	Boerne	TX	78006	US	2022-09-05
Martyn Richardson	Greensboro	NC	27409	US	2022-09-05
Cade Herman	Oak Ridge	NJ	7438	US	2022-09-05
Sonia Lawson	Bluffton	SC	29910	US	2022-09-05
Oliver Raymond	Moultonborough		3254	US	2022-09-05
Susan Cope	Ridgeland	SC	29936	US	2022-09-05
Lisa Sweeney	Ridgeland	SC	29936	US	2022-09-05
Jason Woodham	Beaufort	SC	29906	US	2022-09-05
Rick Mitchell	Huntington	WV	25705	US	2022-09-05

Elizabeth Splegl	Brooklyn	NY	11220	US	2022-09-05
Hope Mobley	Spring	TX	77373	US	2022-09-05
Joy Canady	Newport	MI	48164	US	2022-09-05
Yuri Alejo	Hilton Head Island	SC	29926	US	2022-09-05
Aldo Alejo	Bluffton	SC	29910	US	2022-09-05
Ronald Shellenberger	Savannah	GA	31410	US	2022-09-05
Nadine Grayson	Bluffton	SC	29910	US	2022-09-05
Jeffrey Duncan	Beaufort	SC	29907	US	2022-09-05
Lynne Nordenberg	Hilton Head Island	SC	29926	US	2022-09-05
Lewis Fisk	Foothill Ranch		92610	US	2022-09-05
charlie dorr	Portland		97267	US	2022-09-05
janis ripple	Orion		48362	US	2022-09-05
Pili Rosa	San Juan		920	US	2022-09-05
Johnathan Bolden	Ridgeland	SC	29936	US	2022-09-05
Susie Parker	Hilton Head Island	SC	29928	US	2022-09-05

Name: Thaddeus M. Bailey, Jr

Street Address: 25 Old Bailey Circle
OKatie, SC 29909

Email Address: N/A

Phone Number (optional): 843-987-9348

Comments: Adjacent property owner

Name: Neil C. Bailey

Street Address: 25 Old Bailey Circle
OKatie, SC 29909

Email Address: N/A

Phone Number (optional): _____

Comments: Adjacent property owner

Name: Easter MAE Cannick

Street Address:

1312 Old Bailey Rd

Ridgeland SC 29936

Email Address:

eastercannick@gmail.com

Phone Number

(optional):

843-305-2031

Comments:

Yes I do whatever it takes

Name:

Larry Shaw

Street Address:

123 Old Cannick

Email Address:

lshaw@com

Phone Number

(optional):

843-308-1187

Comments:

Reasons for signing

See why other supporters are signing, why this petition is important to them, and share your reason for signing (this will mean a lot to the starter of the petition).

Rhonda Jones

Some reasons I'm saying no to this is we are a neighborhood where neighbors know one another. Old Bailey's is a road where we can walk down it, ride golf carts down it. Enjoy bike rides. It's also a place where we chose to live because it felt like we are in the country. Where you have wildlife, lots of beautiful trees. you also have to consider we have pristine water not very far from where you want to put all those apartments. If you put apartments and condominiums in, we won't have that anymore. I believe we all stand together on this and tell you we do not want what you're selling. We want to keep old bellies like it is quiet and a nice neighborhood.

Harry Jones

Land set aside for conservation suddenly becomes attractive as a high density use? It's a slap in the face to anyone who believes in the public trust between citizen and council. Shame on you. The next petitions should be to recall any council members who vote in favor of this abomination. It is so typical of the cynical profit over preservation mentality. All you retired CPA's out there really ought to follow this money trail. If land set aside for conservation can be strip malled, then your current zoning is worthless. Congratulations though council, when you break your public trust, you just don't put in a few homes that don't fit, you shoe horn an environmental and neighborhood monstrosity. "Promises made, promises broken". The Jasper County mission statement.

Nadine Grayson

I'm signing because I live in the Camp Saint Mary's neighborhood which is next to Bailey's neighborhood and we share the Okatie River. Our communities have fought a very long time to keep our river as pristine as possible given the amount of people and plantations that share it. Having lived 58 years in this neighborhood, the Okatie River is in my blood.

The amount of traffic on Hwy 170 is already heavy and with the amount of traffic accidents that occur will become a nightmare.

Jamie Solesbee

There is no valid reason to change the current zoning which was put in place for a reason. Zoning has a purpose and families have chosen to live in this specific location based on the current zoning. It is a slippery slope when zoning can be changed just because a developer would like it to fit their need for profit. There are plenty of sites that have the correct zoning already in place and fit the needs and constraints of that area. Please uphold the current policies as they were intended so that the people who put their trust in those policies and government can rest knowing that their homes and community will not be changed into something that is prohibited under current zoning laws. Let the current zoning do the job it is there to do.

Jaime Turgeon

It was already deemed as Resource Conservation Land. You can't just change your mind and sell to the highest bidder. Not all land needs to be developed.

JoAnna Waldhour

I'm signing because I believe in preserving the lifestyle that our residents have at Old Baileys. Many families have lived here for generations and appreciate what this community means to us as a whole, as well as our wildlife, sea life and the river, the safety of this area, the conservation of historic lands and wetlands, and so much more. This community is important to us and we would heartily like to keep it that way.

Emma Jo Cooler Busby

Answer this question please- How will this development be good for the residents on Old Bailey's Road?

Negatives

1. Traffic Congestion
2. Higher rate of crime
3. Higher taxes
4. Pollution
5. Disturbing our peace and tranquility.
6. Accidents
7. Negative impact on our wildlife.
8. Negative impact on our way of life.
9. Negative impact on people with disabilities and the elderly.

Positives

- ?
- ?
- ?

Ask yourself: Would you want to live beside this development?
My family has lived on this land for around 100 years. This is a very old neighborhood that we all love and respect. Please do not destroy it.

Donald wleklinski

Needs attention.

Betsy lawson

I'm signing because i know what it's like having communities being built near where you've lived your whole life. Traffic is absolutely already a nightmare. Crime is at an all time high. We have our windows bolted down. When we never had to lock our houses or vehicles up we now have to pay for private security systems. Our taxes have skyrocketed. Our school system has doubled and is collapsing. Our wildlife has been forced to relocate and our livestock and pets have been targeted due to lack of food supply. Things are getting bad guys!

Christy Smith

I'm signing to keep our Baileys rd a family zone, where its safe to walk & bike, a place where neighbors know each other.. crime goes way up when people are cramped together. Rental property has a constant turnover & very little in the form of security.. & it already takes 25+ mins for police and at least 15 for ambulance or fire service.. Jasper county is just going after the \$\$ from development. Please help save our rural lifestyle and sign & share. We all need to call & register to speak at zoning meeting Tuesday the 6th & all show up even if not speaking.

Marti MacGillivray

Our quiet neighborhood would become a nightmare. I have a blind son and he would not be able to walk to the mailbox, let alone around the block.

Ann McDonough

I live in Ridgeland because it is quiet, rural and friendly. Having this development will change the entire nature of the area.

Jo Brunson

This will bring down property values and also the development of this acreage will have adverse effects on the wildlife in that area.

Lyla G

I agree and support this petition. This potential development will greatly affect the quality of life for our community. With all of the development, I feel there should still be communities that have a right to remain rural in the area, including Old Baileys Road. Please support this petition!

Reasons for signing

See why other supporters are signing, why this petition is important to them, and share your reason for signing (this will mean a lot to the starter of the petition).

Ana Luisa Cerdas

I sign because who ever is trying to develop is definitely not thinking in us, who lived in Old Bailey for years. This neighborhood has a lot more than just a road to 170; it has a charm and unique beauty that a development will just ruin it. At night just looking at the sky it's the most wonderful view you could have; you can count every single star and constellations with no problem, and this happens because there is no light contamination; when its full moon you can smell the marsh scent and that's possible because there is no car pollution. Coming home in a nice weather night is great... you put your windows down and let your kids see all the rabbits, red foxes and baby dears with their mamms running from one place to the other... and all that will be lost with a massive development like this one. Walking or biking will not be an option anymore for the families as you have to make sure no one run you and your kids over; that is not peaceful. Waking up every morning listening to the carpenter birds or at night the owls will not be a privilege no more.

For all this reasons and having the chance to point a lot more... I decided to sign.

Manuel Andrade

2 hours ago

I signed because I want to preserve the peace, wildlife and family friendly environment this neighborhood has. We have lived here for years and it's awesome to be able to walk every morning and having the neighbors wave at you and driving with precaution because they remember there are a few is us walking every morning; or coming home at night driving as slow as you can because you know there are a lot of dears or fox crossing the street visiting everyone's house. We have to give value from what it's really important. We are ruining our surroundings with developments not considering that we will lose more than what some gain.



**JASPER COUNTY COUNCIL
EMERGENCY**

VIRTUAL MEETING

**Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Wednesday, September 28, 2022
Minutes**

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

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda H. Simmons, County Attorney David Tedder, Russell Wells, and Videographer Jonathan Dunham.

Also Present:

Chairwoman Clark called the meeting to order at 7:30PM. Chairwoman Clark asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Ms. Simmons, Clerk to Council read the Clerk's Report of Compliance with the Freedom of Information Act as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

Councilman Kemp led the Pledge to the Flag and the Invocation was led by Councilman Sauls.

Approval of the Agenda:

Motion to approve: Councilman Sauls

Second: Councilman Kemp

Vote: Unanimous

Resolution:

A: David Tedder – Resolution/Proclamation #R-2022-24 Declaring State of Emergency In Jasper County Due to Hurricane Ian.

Mr. Tedder was present to review and discuss this item with Council. He discussed the highlight of details relating to the Resolution/Proclamation for Council. He noted that the need for the Emergency Meeting of Council is allowed to have an Emergency Meeting on less than 24 hours' notice, which we did after the Governor announced a State of Emergency this afternoon. The purpose is to allow for an Emergency Operation Plan and provide for extraordinary measures as they may be needed. This Resolution/Proclamation is Declaring State of Emergency in Jasper County Due to Hurricane Ian.

Motion to approve to accept the Emergency Declaration of Jasper County: Councilman Kemp

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Chairwoman Clark mentioned that on Monday night at the next Council Meeting, that the meeting should be virtual and Councilmembers Sauls and Kemp said that would be fine with them.

Adjourn:

Motion to adjourn: Councilman

Second: Councilman

Vote: Unanimous

The motion passed. The meeting adjourned at 7:41pm.

Respectfully submitted:

Wanda H. Simmons
Clerk to Council

Barbara B. Clark
Chairwoman



MEMORANDUM

To: Andy Fulghum, Jasper County Administrator
Cc: Kim Burgess and Lisa Wagner, Jasper County
Jennifer Roach, P.E., Kevin Smith, P.E., Thomas and Hutton
From: Kimberly Mullinax, Community & Economic Development Specialist
Date: August 31, 2022
Re: Jasper County – Church Road Drainage Project, CDBG # 4-CI-20-010

History

In the fall of 2017, Jasper County was awarded a \$50,000 grant with CDBG for the Southern Jasper County Drainage Study to use as a plan for future drainage improvements. Engineers with Thomas & Hutton completed the study in March 2019 and identified four areas that needed substantial drainage improvements. One of the areas, Church Road, was identified as an area that would qualify for construction using grant funds to resolve the flooding problems.

In the fall of 2020, Jasper County was awarded a \$1,022,023 grant with CDBG to correct the drainage problems on Church Road, just outside of Hardeeville. However, the service area is much larger than the project area. The project will benefit 180 units with 471 (68% low-to-moderate income) people. The construction work to be done in this project includes making improvements to the existing Church Road drainage system between Stiney Road and Sanders Road. Proposed improvements consist of installing curb and gutter, storm drainage infrastructure, removing and relocating the existing sidewalk, roadway paving, water utility relocation, and associated demolition and erosion control. There are some areas which overlap with this project and the Church Stiney Neighborhood Revitalization CDBG \$500,000 grant which addresses demolition, public safety, and street improvements.

Construction Bid

This project advertised for construction bids in September 2021 with a bid opening on October 25, 2021. Only one bid was received from APAC-Atlantic for the amount of \$2,598,858. Since there was no competition, the engineers reviewed the plans to see if it could be split into phases or changes to be more feasible. It was advertised again in November with a bid opening of January 5, 2022. This time there was one “no bid” and one bid, creating competition. The bid from was again from APAC-Atlantic for \$2,749,970 (up 5%). We began reviewing all of the documentation to find funding to complete the project.

Funding Available

The current CDBG budget includes \$919,380 in construction; \$52,843 in acquisition; and \$50,000 in administration. The engineers have determined there is no need for acquisition in this project, so that can be reallocated into construction. Due to all of the changes encountered, the engineering and administration will increase as well. On the local side, Jasper County originally committed to \$120,000 and added another \$380,000 in March 2022. After making these adjustments, we have \$1,522,223 in CDBG and Jasper County funds.



Lowcountry

COUNCIL OF GOVERNMENTS

local side, Jasper County originally committed to \$120,000 and added another \$380,000 in March 2022. After making these adjustments, we have \$1,522,223 in CDBG and Jasper County funds.

Funding Needed

Since the construction must be advertised again, we expect the bid to go up again. We are updating the cost estimate to account for additional construction costs, engineering design, permit/grant coordination, and geotechnical investigation associated with the SCDOT maintenance work that has occurred within the project corridor, , and adding contingency costs for an expected total of \$3,951,500.00. In order to meet the estimated contract amounts, an additional \$1,649,277 is needed. We have been in discussions with several agencies to help fill this need. We reached out to SC Department of Commerce - Grants Administration (GA) asking for an additional award of \$780,000. They have given a verbal commitment with the formality yet to be done. GA obviously believes in the projects they have funded in this area. SC Department of Transportation (SCDOT) was contacted to determine if there is an opportunity to cost share based on their maintenance plan in the same area. They would not cost share; however, they did ultimately honor the original encroachment permit for this project. We applied with SC Rural Infrastructure Authority (SCRIA) for a basic infrastructure grant in March and were not funded at that time. Now, we are planning to apply for funds through SCRIA in a program called the South Carolina Infrastructure Investment Program (SCIIP) created using 2021 American Rescue Plan Act (ARPA) funds. The SCIIP maximum award available is up to \$10,000,000 and the application is due September 12. We will be asking for the difference in the estimated cost and the money already committed. Depending on the funds available and the applications they receive, we expect them to award the full amount or notify us of the amount they are willing to fund if it's less than the requested amount. SCIIP is expected to make awards in the first quarter of 2023. The bid would be revised as needed and advertised soon after. If the construction bid comes back within the new budget, we can proceed with construction. CDBG requires a minimum 10% match which is met by Jasper County. SCIIP requires a match of 15%, which would be covered by the CDBG funds. If any commitment falls through, or if the estimate is still more than available, the grant can be terminated due to financial concerns without a penalty. If the grant is terminated, it could be applied for in the future; however, we still anticipate needing several funding sources for a project of this magnitude.

If all funding is secured as requested, the sources would be:

CDBG	\$1,802,223	(\$1,022,223 committed + \$780,000 verbal commitment)
Jasper County	\$500,000	
SCIIP	\$1,649,277.00	
Total Project	\$3,951,500.00	

AGENDA ITEM:

VIII

Presentation Item A



Jasper County Fire-Rescue

PO Box 1509
Ridgeland, South Carolina 29936

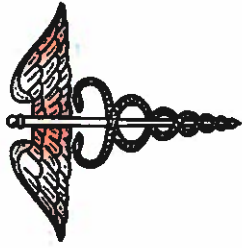


County Council Presentation

- **Paramedic School – 1200 hours of classroom instruction covering**
 - Anatomy and Physiology**
 - Respiratory**
 - Advanced Cardiology**
 - Pharmacology**
 - Multi-system Trauma & Mass Casualties**
 - Pediatrics**
 - Geriatrics**
 - Emergency Medical System Operations**
- **Hospital Clinical and Field Clinical Rotations – 352 hours**
- **Cognitive Examination – covers entire spectrum of Emergency Medical Patient Care and Operations**
- **Psychomotor Examination – 12 skills in a scenario-based examination covering Patient Assessment, Ventilatory management, Cardiac Management, IV and Medication Skills, & Pediatric Skills**
- **Mentorship with JCFR Sr Paramedics**
- **All this occurs while working their regular shifts, during holidays, and weekends and is completely voluntary.**
- **Each individual has committed to providing the best possible patient care for the citizens and visitors of Jasper County**

**WEST GEORGIA REGIONAL EMERGENCY
EDUCATION COALITION**

Temple, Georgia



Be it known that

On this 14th Day of September 2022

JONATHAN PRINCE

has completed all the comprehensive course of study for
EMERGENCY MEDICAL TECHNICIAN – PARAMEDIC

In accordance to the requirements as set forth by the National Highway Traffic Safety
Administration and the Georgia State Office of EMS

Jennifer Wolcott
Program Director

Lisa Weath
Executive Director

**EMERGENCY
EDUCATION COALITION**

Temple, Georgia



Be it known that

On this 14th Day of September 2022

CHRISTOPHER STRAZZELLA

has completed all the comprehensive course of study for

EMERGENCY MEDICAL TECHNICIAN - PARAMEDIC

In accordance with the requirements as set forth by the National Highway Traffic Safety
Administration and the Georgia State Office of EMS

Jennifer W. Potts
Program Director

Chava Woods
Executive Director

**WEST GEORGIA REGIONAL EMERGENCY
EDUCATION COALITION**

Temple, Georgia



Be it known that

On this 14th Day of September 2022

CHRIS SRAZZELLA

has completed all the comprehensive course of study for
EMERGENCY MEDICAL TECHNICIAN – PARAMEDIC

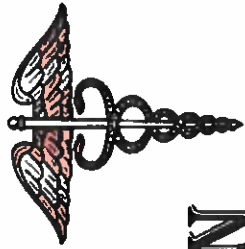
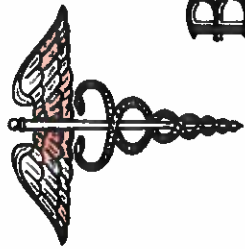
In accordance to the requirements as set forth by the National Highway Traffic Safety
Administration and the Georgia State Office of EMS

Jennifer Wolcott
Program Director

Chris Srazzella
Executive Director

**WEST GEORGIA REGIONAL EMERGENCY
EDUCATION COALITION**

Temple, Georgia



Be it known that

On this 14th Day of September 2022

BERNARD WASHINGTON

has completed all the comprehensive course of study for
EMERGENCY MEDICAL TECHNICIAN – PARAMEDIC

In accordance to the requirements as set forth by the National Highway Traffic Safety
Administration and the Georgia State Office of EMS

Jennifer W. Foster
Program Director

Charles Wood
Executive Director

**WEST GEORGIA REGIONAL EMERGENCY
EDUCATION COALITION**

Temple, Georgia

Be it known that

On this 14th Day of September 2022

BLAKE JERNIGAN

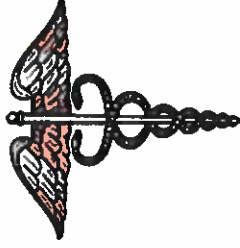
has completed all the comprehensive course of study for

EMERGENCY MEDICAL TECHNICIAN - PARAMEDIC

In accordance to the requirements as set forth by the National Highway Traffic Safety
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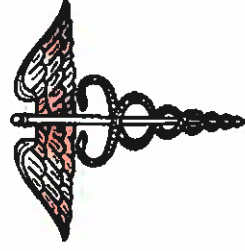
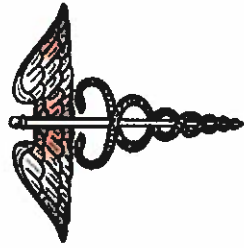
Jennifer W. [Signature]
Program Director

[Signature]
Executive Director



**WEST GEORGIA REGIONAL EMERGENCY
EDUCATION COALITION**

Temple, Georgia



Be it known that

On this 14th Day of September 2022

BRIAN KENNEDY

has completed all the comprehensive course of study for
EMERGENCY MEDICAL TECHNICIAN – PARAMEDIC

In accordance to the requirements as set forth by the National Highway Traffic Safety
Administration and the Georgia State Office of EMS

Jennifer Wolcott
Program Director

Anna Woods
Executive Director

**WEST GEORGIA REGIONAL EMERGENCY
EDUCATION COALITION**

Temple, Georgia



Be it known that

On this 14th Day of September 2022

SYDNEY MARS DEN

has completed all the comprehensive course of study for
EMERGENCY MEDICAL TECHNICIAN – PARAMEDIC

In accordance to the requirements as set forth by the National Highway Traffic Safety
Administration and the Georgia State Office of EMS

Jennifer Wolcott
Program Director

Carol Ann Woods
Executive Director

**WEST GEORGIA REGIONAL EMERGENCY
EDUCATION COALITION**

Temple, Georgia



Be it known that

On this 14th Day of September 2022

GABRIEL RANGEL

has completed all the comprehensive course of study for
EMERGENCY MEDICAL TECHNICIAN – PARAMEDIC

In accordance to the requirements as set forth by the National Highway Traffic Safety
Administration and the Georgia State Office of EMS

Jennifer Wolcott
Program Director

Chana Woods
Executive Director

AGENDA ITEM: VIII

Presentation Item B:

Lyn Boyles

Presentation and Update of Keep Jasper Beautiful

AGENDA ITEM:

X

Resolution: Item A

A RESOLUTION

RESOLUTION # R-2022-30

CALLING FOR A PUBLIC HEARING TO BE HELD REGARDING A FIRE CONSOLIDATION; AND OTHER MATTERS RELATED THERETO.

BE IT RESOLVED by the County Council of Jasper County (the "*County Council*"), which is the governing body of Jasper County, South Carolina (the "*County*"), as follows:

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

WHEREAS, the County Council is contemplating certain amendments, modifications and restatements to the Original Fire District Ordinance through the enactment of Ordinance entitled: "AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS, MODIFICATIONS AND CHANGES TO THE COUNTY'S CODE OF ORDINANCES; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSOLIDATED FIRE SERVICE AGREEMENT BETWEEN JASPER COUNTY, SOUTH CAROLINA AND LEVY VOLUNTEER FIRE DEPARTMENT; AUTHORIZING THE APPROPRIATION OF COUNTY FUNDS UNDER THE TERMS OF SUCH AGREEMENT; AND OTHER MATTERS RELATING THERETO" (the "*Ordinance*"). Terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance.

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

Section 1. The County is contemplating the acquisition of the Levy Volunteer Fire Department ("*Levy VFD*"), whereupon Levy VFD would be consolidated into the Fire District (the "*Consolidation*") under the terms of the Ordinance.

Section 2. A public hearing shall be held on the Ordinance, and the Consolidation to be implemented thereunder, in the Clementa C. Pinckney Government Building located at 358 Third Avenue, Ridgeland, South Carolina 29936, at 6:00 p.m. on January 17, 2023, and the notice of such hearing attached hereto as Exhibit A shall be published once a week for three (3) successive weeks in the *Island Packet*, which is a newspaper of general circulation in the County. The first such publication shall not be less than sixteen (16) days prior to the hearing date.

Section 3. The aforesaid public hearing shall be conducted publicly at the time and place above stated and both proponents and opponents of the proposed Consolidation shall be given a full opportunity to be heard in person or by counsel.

Section 4. Following the above aforesaid public hearing, the County Council shall determine whether and to what extent the Consolidation shall occur.

Section 5. The Chairman of the County Council and/or the County Administrator of the County are hereby authorized and empowered to take all necessary action to provide for the holding of the aforesaid public hearing in accordance with the provisions of the Fire Service Act.

DONE AT JASPER COUNTY, SOUTH CAROLINA, this 5th day of December 2022.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Jasper County Council

ATTEST:

Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date:

EXHIBIT A

NOTICE OF PUBLIC HEARING

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

1. A public hearing will be held in the Jasper County Administration Facility (County Council Chambers) located at 358 Third Avenue, Ridgeland, South Carolina, on January 17, 2023 at 6:00 p.m. (or as soon thereafter as time permits) on the Consolidation (as defined herein). All interested persons will be given an opportunity to be heard and express their views at the public hearing. A copy of the Consolidation Ordinance is available for review at the County's administrative facility during normal business hours.

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

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

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

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

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

7. Upon the Effective Date and Time (as defined in the Agreement), the County (acting on behalf of the Fire District) shall be authorized to assess and collect ad valorem taxes within the Service Area for the operation and maintenance of the Fire District. Additionally, the

County shall be further authorized to impose rates and charges within the Service Area for operation and maintenance of the Fire District. However, the taxes, rates and charges may be reduced or diminished to the extent funds for the operation and maintenance of the Fire District are appropriated by the County in the annual budget for the Fire District.

8. The Fire District shall be governed by a five member board, consisting of three appointed members and two ex officio members of the County Council. The Fire District shall be authorized to issue general obligation bonds, payable from ad valorem taxes levied within the Fire District, in order to defray the costs of providing fire protection services within the Service Area. Any general obligation bonds must be issued by, and are subject to the express approval of, the County. To the extent any indebtedness of the Levy VFD remains or exists as of the date hereof, the County has committed to timely exercise the redemption of such obligations under the terms of the Agreement.

AGENDA ITEM:

XI-A

Ordinance item A

AN ORDINANCE

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

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

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

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

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

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

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

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

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

the Fire District, as consolidated with Levy VFD (the “*Consolidated System*”), to provide for fire service to the Service Area, and (ii) the transfer of certain fire-related assets from the Levy VFD to the County.

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

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

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

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

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

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

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

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

Consolidated Fire Service Agreement. The Purchase Price shall be made and payable from the County's general fund, and to the extent not specifically budgeted, such amount shall be made available from the County's capital reserve fund.

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

Chapter 9 – CIVIL EMERGENCIES

Article IV – Fire Protection Districts

Division 4 – Levy Fire Protection District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 9-96C - Procurement.

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

Sec. 9-96D - Taxes and Fees.

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

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

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

Sec. 9-96F - Bonds.

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

Sec. 9-96F - Auditing.

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

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

Absent the written approval of the County Council, the Levy Fire Protection District shall

not (a) enter into any contract to purchase, lease, convey or sell real estate, (b) borrow any money (including lease-obligations), or (c) enter into any contracts, which have not been previously ratified through the budget process.

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

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

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

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

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

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

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

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

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

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

DONE AND ENACTED BY COUNCIL ASSEMBLED this 6th day of February 2023.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Jasper County Council

ATTEST:

Clerk to Council

First Reading: December 5, 2022
Public Hearing: January 17, 2023
Second Reading: January 17, 2023
Third Reading: February 6, 2023

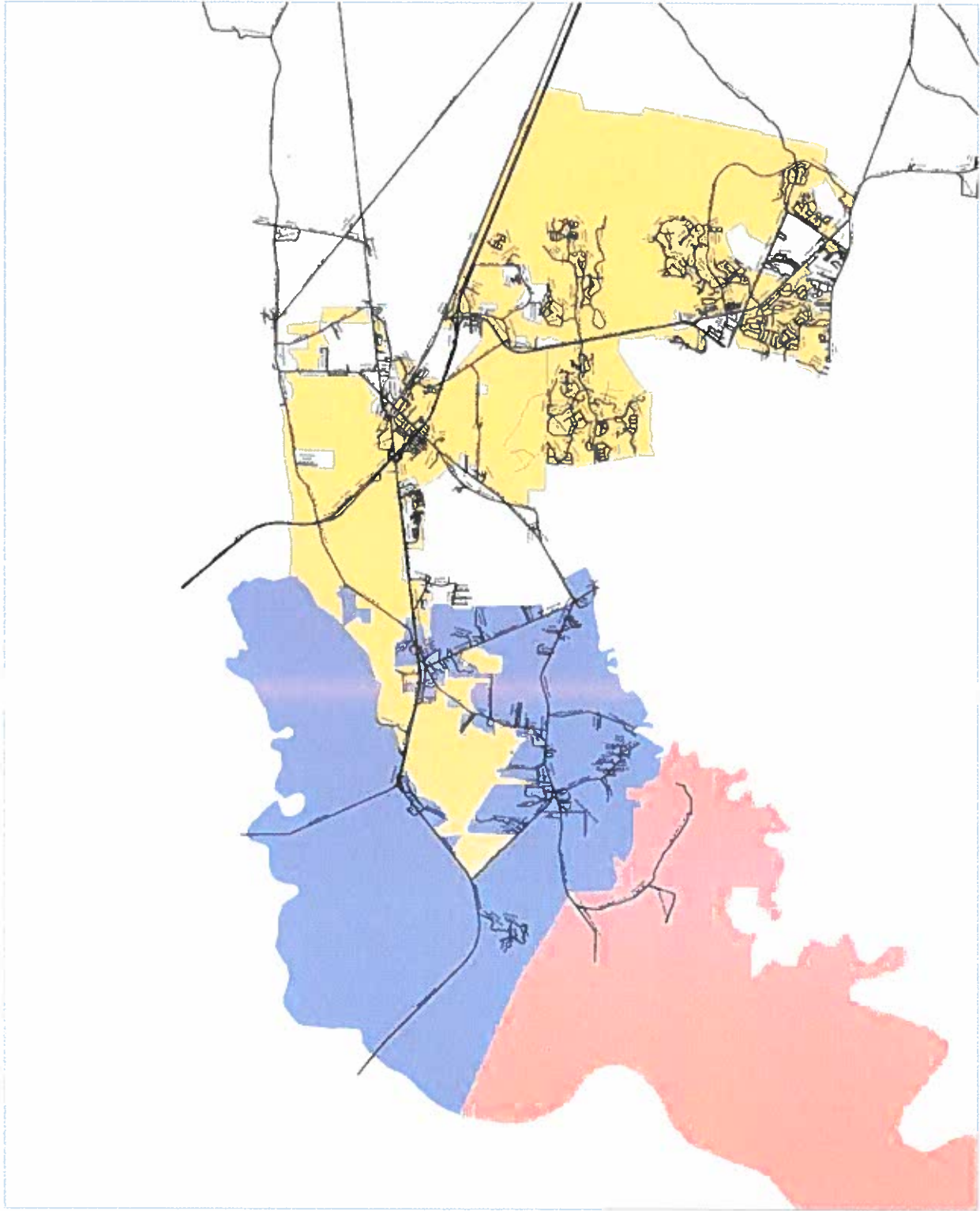
Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date:

EXHIBIT A

MAP OF SERVICE AREA



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

EXHIBIT B

FORM OF CONSOLIDATED FIRE SERVICE AGREEMENT

EXHIBIT C

NOTICE OF ENACTMENT

On February 6, 2023, the Jasper County Council (the "**County Council**"), the governing body of Jasper County, South Carolina (the "**County**") enacted an Ordinance entitled, "AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS, MODIFICATIONS AND CHANGES TO THE COUNTY'S CODE OF ORDINANCES; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSOLIDATED FIRE SERVICE AGREEMENT BETWEEN JASPER COUNTY, SOUTH CAROLINA AND LEVY VOLUNTEER FIRE DEPARTMENT; AUTHORIZING THE APPROPRIATION OF COUNTY FUNDS UNDER THE TERMS OF SUCH AGREEMENT; AND OTHER MATTERS RELATING THERETO" (the "**Ordinance**"). As required by Section 4-19-20(5) of the Code of Laws of South Carolina 1976, as amended, you are advised of the following:

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

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

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

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

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

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

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

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

This **AGREEMENT FOR CONSOLIDATED FIRE SERVICE** (this “*Agreement*”) is entered into as of the 7th day of February 2023 at 12:00:01 a.m. (the “*Effective Date and Time*”) by and between Jasper County, South Carolina (the “*County*”), acting on behalf of the Levy Fire Protection District (the “*Fire District*”), and the Levy Volunteer Fire Department (the “*Levy VFD*” and together with the County, the “*Parties*”). However, it is expressly recognized and understood that certain actions herein may occur or may be required to occur on or before the Effective Date and Time.

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

WHEREAS, the County Council of Jasper County (the “*County Council*”), the duly elected governing body of the County, is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the “*Fire Service Act*”), “[t]o establish, operate, and maintain a system of fire protection” within the County. By the terms of Ordinance No. 09-19 dated July 20, 2009, as amended and reestablished by Ordinance No. 22-__ dated February 6, 2023 (as amended, the “*Fire District Ordinance*”)¹, County Council created the Fire District under the provisions of the Fire Service Act.²

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

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

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

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

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

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

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

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

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

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

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

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

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

“Levy VFD Resolution” the resolution of Levy VFD dated _____, 2022 approving this Agreement and the actions herein.

“Purchase Price” means the total sum of \$1,494,500.00 to be paid by the County into an account established for the benefit of the Fire District and Levy VFD in full and complete payment for the rights, interests and assets to be transferred pursuant to this Agreement.

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

**ARTICLE II
AGREEMENT TO TRANSFER AND ACQUIRE CERTAIN ASSETS**

SECTION 2.1. Services; Term

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

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

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

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

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

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

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

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

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

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

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

obligations shall be assigned or transferred to the County in accordance with the provisions of Section 2.3 hereof.

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

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

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

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

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

SECTION 2.4. Operation of Levy VFD System Prior to the Effective Date and Time. Pending the occurrence of the Effective Date and Time, Levy VFD shall continue to operate

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

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

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

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

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

SECTION 2.7. *Payment of Purchase Price; Closing; Retention of Funds.* (a) Purchase Price. On or prior to the Effective Date and Time, the County shall establish a restricted account for the benefit of the Fire District (the “*Account*”) into which the Purchase Price shall be paid. Thereafter, the funds in the Account may be spent only on capital items related to the provision of fire service within the Fire District (i.e. facility improvements, equipment, etc.). The Board (as such term is defined in the Fire District Ordinance) shall make recommendations to County

Council as to suggested uses for funds in the Account. Initial recommendations are included as **Exhibit F**. Upon the proper expenditure of all proceeds of the Purchase Price within the Account, the Account may be collapsed and terminated by the County, acting on behalf of the Fire District.

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

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

SECTION 2.8. *Fire & Emergency Services.*

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

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

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

ARTICLE III REPRESENTATIONS AND WARRANTIES

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

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

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

regulation, administrative or judicial order, or any judgment or decree to which Levy VFD or Levy VFD System is subject, or (iii) the charter or any resolutions of Levy VFD.

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

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

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

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

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

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

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

or the Fire District System is subject, or (iii) the County act or any resolutions or bylaws of the County.

SECTION 3.3. *Default.* In the event either Party discovers that any representation is untrue in any material respect or any warranty is breached in any material respect, the cost of correcting any problem resulting therefrom or of paying or responding to any resulting claims, including reasonable attorney's fees, shall be borne by the Party whose representation is untrue or whose warranty is breached. In the event either Party fails to timely perform its obligations hereunder, the other Party may initiate action to compel compliance in any court of competent jurisdiction. The costs of such action shall be recoverable from the defaulting Party.

ARTICLE IV MISCELLANEOUS

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

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

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

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

As to the County:

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

As to Levy VFD:

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

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

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

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

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

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

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

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

invalid, or unenforceable, so long as the remainder of this Agreement is sufficient to accomplish its primary purpose, such void, invalid, or unenforceable provision shall be severed herefrom and the balance hereof shall constitute the agreement of the Parties hereto. Certain representations, warranties, franchises, and covenants are not verifiable or to be performed until after the Transfer Date; therefore, the provisions hereof shall survive the Transfer Date and the transfers contemplated.

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

[Remainder of Page Left Blank]

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

JASPER COUNTY,
SOUTH CAROLINA

[SEAL]

ATTEST:

County Administrator

Clerk to County Council

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

LEVY VOLUNTEER FIRE DEPARTMENT

WITNESS:

LIST OF EXHIBITS

EXHIBIT A An ordinance of the County Council of Jasper County entitled “AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS, MODIFICATIONS AND CHANGES TO THE COUNTY’S CODE OF ORDINANCES; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONSOLIDATED FIRE SERVICE AGREEMENT BETWEEN JASPER COUNTY, SOUTH CAROLINA AND LEVY VOLUNTEER FIRE DEPARTMENT; AUTHORIZING THE APPROPRIATION OF COUNTY FUNDS UNDER THE TERMS OF SUCH AGREEMENT; AND OTHER MATTERS RELATING THERETO” dated February 6, 2023.

EXHIBIT B A resolution of Levy VFD Council of Levy VFD entitled, “_____” dated.

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

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

EXHIBIT D Deeds: Real Property Associated with Levy VFD System

EXHIBIT E Obligations

EXHIBIT F Initial Recommendations

EXHIBIT A

COPY OF COUNTY'S ORDINANCE

EXHIBIT B

RESOLUTION OF LEVY VOLUNTEER FIRE DEPARTMENT

EXHIBIT C

BILL OF SALE FOR LEVY VFD SYSTEM, INCLUDING ALL FIXED ASSETS

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

BILL OF SALE

FOR AND IN CONSIDERATION of that certain Agreement for Consolidated Fire Service between Jasper County and the **Levy Volunteer Fire Department**, a South Carolina nonprofit corporation (“Levy VFD”), the receipt and sufficiency of which is hereby acknowledged, at and before signing and sealing of these presents, and the additional consideration hereinafter set forth, Levy VFD does hereby sell, transfer, convey and deliver to **Jasper County, South Carolina**, a body corporate and politic of the State of South Carolina (“County”), its successors and assigns forever, any rights, title and interest as it may have in assets and equipment associated with the Levy VFD;s fire service and protection system, including but not limited to:

All those items of furniture, equipment, fixtures, mobile equipment, vehicles, fire-fighting equipment, software, computer equipment and systems, and other personal property of every kind and nature heretofore owned, used or possessed by Levy Volunteer Fire Department now or formerly located on or about the premises of its fire station[s], which are located at 3677 Bellinger Hill Road (TMP 072-00-01-045) and 2721 Levy Road (TMP 038-00-05-006), including all those items listed on the attached Schedule of Inventory, and such conveyance included all right to recover any such personal property included in this conveyance which may be determined to be absent from the premises as of the date and time of this conveyance. Items listed on the Schedule of Excluded Items attached hereto are NOT encompassed by this Bill of Sale, and are NOT conveyed to the County.

County acknowledges that it has been advised of the used condition of said items of equipment and County has made and has relied on its own inspection of said equipment to

determine the condition of the equipment and the suitability of the said equipment for County's uses and purposes, without reliance on any representations made by Levy VFD, or its employees or agents.

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

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

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

LEVY VOLUNTEER FIRE DEPARTMENT

WITNESSES

Witness #1

By: _____

Name: _____

Witness #2

By: _____

Name: _____

SCHEDULE OF INVENTORY

A. Vehicle and Apparatus Inventory



28-Jul-22

Levy FD Apparatus List

ID	Make/Model	Year	Apparatus Value (Retail)	# SCBA	SCBA (MSA 2007)	SCBA Value	Homatro Tools			Misc Tools, Nozzles, Hose, Equip	Total
							(Spreader, Cutter, Ram)	(Sprayer, Ram)	(Pump)		
Rescue 25	Ford F-150	1986	\$ 5,000	4	\$ 200	\$ 800	\$ 3,500	\$ 500	\$ 5,000	\$ 5,000	
Engine 220	Pierce	2006	\$ 1,500						\$ 6,504	\$ 6,504	
Squad 25	Ford E-350	1987	\$ 20,000	4	\$ 200	\$ 800	\$ 3,500	\$ 500	\$ 20,000	\$ 20,000	
Engine 20	GMC 7500	2007	\$ 1,500	4	\$ 200	\$ 800	\$ 3,500	\$ 500	\$ 6,504	\$ 6,504	
Tanker 25	Freightliner	1991	\$ 150,000	4	\$ 200	\$ 800	\$ 3,500	\$ 500	\$ 155,004	\$ 155,004	
Engine 225	KME Renegade	2001	\$ 1,500	4	\$ 200	\$ 800	\$ 3,500	\$ 500	\$ 6,504	\$ 6,504	
Engine 25	Freightliner FL80	2001	\$ 50,000	4	\$ 200	\$ 800	\$ 3,500	\$ 500	\$ 55,004	\$ 55,004	
			\$ 229,500		\$ 1,000	\$ 4,000	\$ 17,500	\$ 2,500	\$ 254,500	\$ 254,500	

B. Facility Inventory

EXHIBIT C-1

SCHEDULE OF EXCLUDED ITEMS

EXHIBIT D

DEEDS: REAL PROPERTY ASSOCIATED WITH LEVY VFD SYSTEM

EXHIBIT E

OBLIGATIONS

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

DEBT

None

CONTRACTUAL

None

EXHIBIT F

INITIAL RECOMMENDATIONS

AGENDA ITEM:

XI-B

Ordinance item B

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2022 - _____

AN ORDINANCE

To amend the Official Zoning Map of Jasper County so as to transfer two properties located along Lowcountry Drive, at the southeast corner of Strawberry Hill Road, bearing Jasper County Tax Map Numbers 083-00-06-026 and 083-00-06-027 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map.

WHEREAS, the owner of the parcels bearing Jasper County Tax Map Number 083-00-06-026 and 083-00-06-027 consisting of approximately 6.70 acres and .90 acres, located along Lowcountry Drive at the southeast corner of Strawberry Hill Road, has requested rezoning of the parcels 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 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 6.70 acres and .90 acres bearing Jasper County Tax Map Numbers 083-00-06-026 and 083-00-06-027, located along Lowcountry Drive at the southeast corner of Strawberry Hill 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: # 2022-__

First Reading: December 5, 2022

Second Reading: _____

Public Hearing: _____

Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on
November 15, 2022 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



Jasper County Planning and Building Services

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

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

Jasper County Council

Staff Report

Meeting Date:	December 5, 2022
Project:	Zoning Map Amendment – Community Commercial
Applicant:	Kevin Farruggio, ROI Real Estate on behalf of Barbara Kearson
Tax Map Number:	083-00-06-026 and 083-00-06-027
Submitted For:	1 st Reading
Recommendation:	Planning Commission Recommends Approval

Description: The Applicant has requested a Zoning Map Amendment to have the properties designated as Community Commercial. The subject properties consist of 6.70 acres and .90 acres and are located along Lowcountry Drive at the southeast corner of Strawberry Hill Road. Both properties are currently zoned Residential and is undeveloped. The applicant would like to have the property re-zoned to Community Commercial to create a small scale/low intensity commercial node that is convenient to the residential community and the travelling public.

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. It should be noted, that the Jasper County Comprehensive Plan’s Land Use Exhibit shows this area as industrial and commercial uses, with residential uses nearby.
- **Adjacent Zoning:** The adjacent parcels are zoned Industrial Development and Rural Preservation with Mixed Business, Community Commercial and Residential nearby.
- **Adjacent Land Use:** Adjacent land uses are industrial and vacant property with commercial and residential nearby.

- **Traffic and Access:** The subject property is accessed by Lowcountry Drive (Highway 462), which is a two lane state maintained road classified as an arterial road, while Strawberry Hill Road, which is a two lane state maintained road classified as a limited local road.

Planning Commission Recommendation: The Planning Commission reviewed this application at their November 15, 2022 Meeting and recommends approval to designate the property as Community Commercial.

Attachments:

1. Application by the applicant
2. Owner's Authorization
3. Request/Narrative
4. Site Location Map and Zoning Exhibit provided by the applicant
5. Ordinance
6. Aerial map of property and surrounding area
7. Aerial map with zoning layer



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

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	<i>KEVIN FARRUGGIO, ROI REAL ESTATE</i>
Address:	<i>20 TOWNE DRIVE, SUITE 230 BLUFFTON, SC 29910</i>
Telephone/Fax:	<i>843-304-3411</i>
Email:	<i>kfarruggio@roiconsultants.biz</i>
Property Address or Physical Location:	<i>CORNER OF SC HWY 462 AND STRAWBERRY HILL ROAD (SE CORNER)</i>
Tax Map Number(s):	<i>08B-00-06-026 6.70 ACRES 08B-00-06-027 0.90 ACRES</i>
Gross Acreage:	<i>7.60 ACRES</i>
Current Zoning:	<i>RESIDENTIAL</i>
Proposed Zoning:	<i>COMMUNITY COMMERCIAL</i>
Administrative Fee: (\$250 per lot) except for PDD applications	
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	<i>SEE ATTACHED</i>

Kevin Farruggio

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

10/03/22

 Date

Internal Use Only

Date Received:	
Amount Received:	
Staff Member:	

kfarruggio@roiconsultants.biz

From: Lamar Kearson <LKearson@pike.com>
Sent: Monday, October 3, 2022 6:47 AM
To: ROI Real Estate; DB McClure
Cc: lamarkearson@gmail.com
Subject: RE: Rezoning Application

Kevin/Bryan,

This looks great. Please feel free to move forward and good luck with all your zoning meetings. Thanks again for all the help on this.

Lamar Kearson
Senior Vice President

Pike Electric, LLC
777 Main Street, Suite 950
Fort Worth, TX 76102
M: 404.275.5867
LKearson@pike.com
www.pike.com



From: ROI Real Estate <kfarruggio@roiconsultants.biz>
Sent: Saturday, October 1, 2022 9:30 PM
To: DB McClure <bmcclure@roiconsultants.biz>
Cc: Lamar Kearson <lkearson@pike.com>; lamarkearson@gmail.com
Subject: Re: Rezoning Application

10-4.

Sent from my iPhone

On Oct 1, 2022, at 6:10 PM, DB McClure <bmcclure@roiconsultants.biz> wrote:

Kevin,
If Lamar and his Mom sign off.. please go ahead and pay the filing fee and I'll reimburse.
Thanks,
Bryan

Sent from my iPhone

On Oct 1, 2022, at 3:51 PM, kfarruggio@roiconsultants.biz wrote:

REZONING REQUEST

DATE: October 3, 2022

APPLICANT: Barbara Kearson
191 Chechessee Road
Okatie, SC 29909

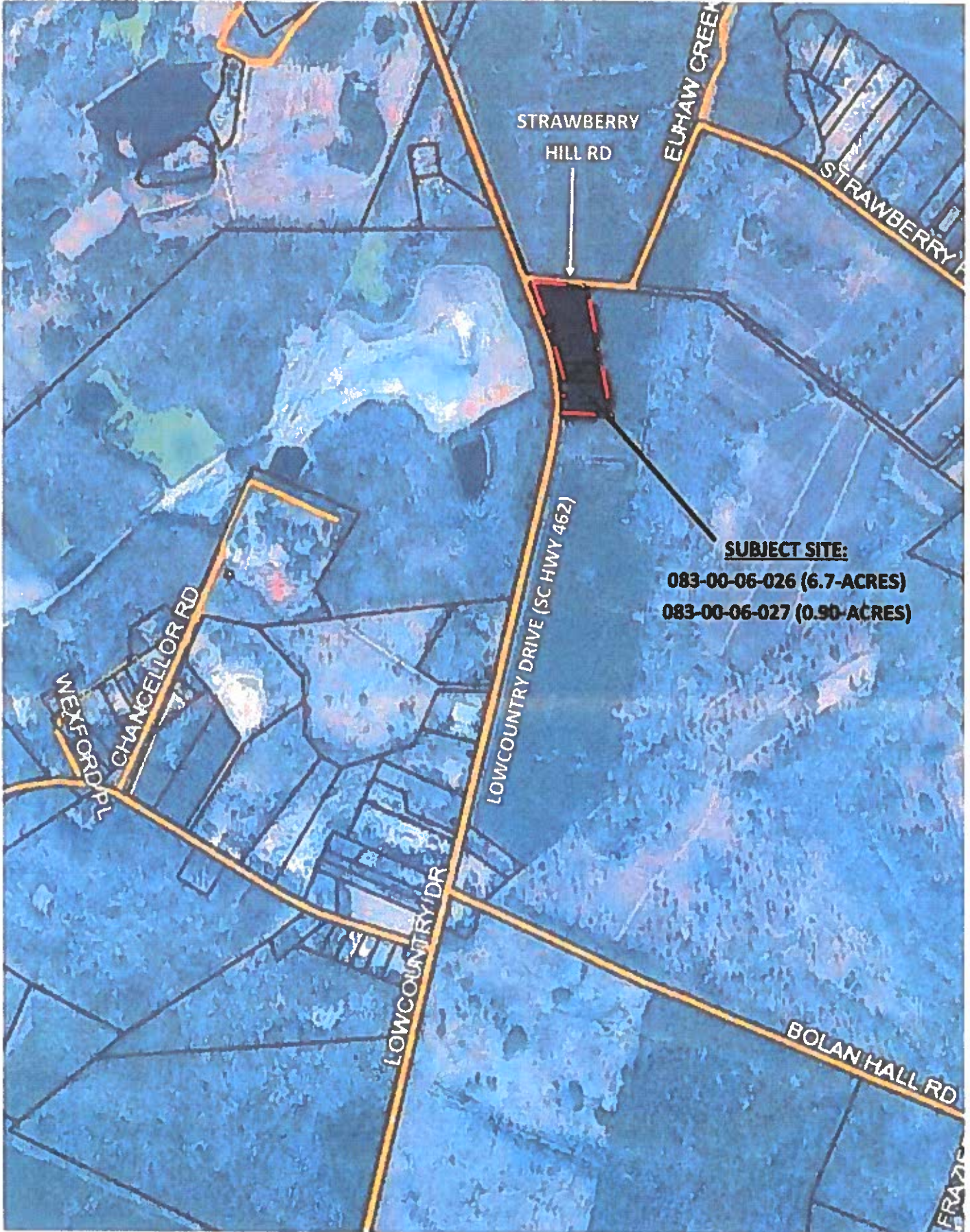
RE: Rezoning Request for the following two parcels:

Parcel 1: 083-00-06-026 (6.70-Acres)
Current Zoning District= Residential
Proposed Zoning District= Community Commercial

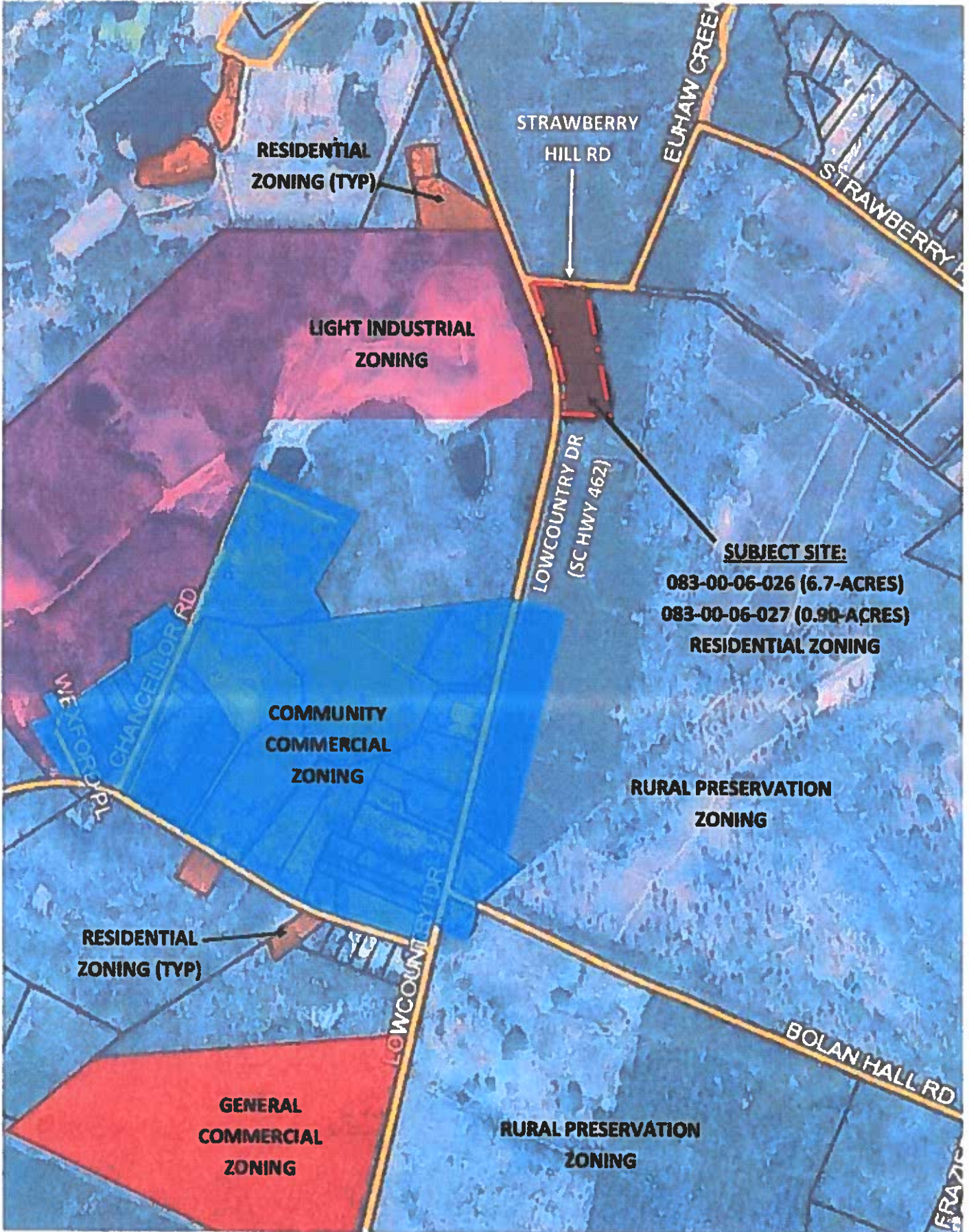
Parcel 2: 083-00-06-027 (0.90-Acres)
Current Zoning District= Residential
Proposed Zoning District= Community Commercial

NARRATIVE: The applicant's property is located at the southeast corner of SC Highway 462 and Strawberry Hill Road and is presently zoned Residential in unincorporated Jasper County. The applicant's requesting to rezone their property to Community Commercial which will match the existing Community Commercial zoning that is located immediately south of their property along SC Highway 462 (See attached Zoning Exhibit). Like the SC Highway 462 and Bolan Hall Road intersection, Community Commercial zoning at the SC Highway 462 and Strawberry Hill Road intersection would create a commercial node that is convenient to the surrounding residential community as well as to the traveling public. This zoning district encourages small-scale/ low intensity commercial centers which are compatible with their surrounding residential communities. These commercial centers provide jobs and services to residents in the immediate vicinity as well as meet the needs of the traveling public.

SITE LOCATION MAP



ZONING EXHIBIT







083-00-06

083-00-05-012
083-00-05-010

083-00-06-031
083-00-06-067
083-00-06-056

STRAWBERRY HILL RD

083-00-05-018

083-00

083-00-08-077

RP

083-00-05-016

RES
RES

LONGCOUNTRY DR

RES
RES

083-00-03-076

RP

CC

CC

CC

083-00-03-050
CC

083-00-03-045
CC

CC

CC

083-00-03-038
ID

CHANCE CELL DR

ID

AGENDA ITEM:

XI-C

Ordinance item C

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2022-37

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

TO AUTHORIZE JASPER COUNTY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING/LEASE AGREEMENT WITH THE POLARIS TECH CHARTER SCHOOL FOR THE LEASE OF THE ATHLETIC FACILITIES AT THE AIRPORT FIELD COMPLEX.

WHEREAS, Jasper County is the owner of real property having the Tax Map Number 063-21-01-004 generally known as the Airport Field Complex (the "Field Facility") adjacent to the Richard Claude Dean Regional Airport in Ridgeland, South Carolina bearing; and

WHEREAS, the Polaris Tech Charter School is a State Charter School which shares with Jasper County the common interest of providing the residents of Jasper County with quality and well-maintained athletic facilities; and

WHEREAS, Jasper County and Polaris Tech previously had Memoranda of Understandings which, among other things, provided for the non-exclusive Lease of the Field Facility in exchange for their assistance in cultivating, grading, and laying of new sod on the Game Field with grass, and now desire to enter into an extension/renewal of the Memorandum of Understanding/Lease Agreement by execution of the attached Memorandum of Understanding/Lease Agreement, which, among other things, provides for an allocation of responsibilities and terms for the use and occupancy of the Field Facility; and

WHEREAS, Jasper County Council believes that it would be a benefit for the citizens of Jasper County to enter into the Memorandum of Understanding/Lease Agreement, which will provide enhanced recreational opportunities not just for the students of Polaris Tech Charter School, but the general citizenry of Jasper County from time to time;

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

1. Jasper County Council approves the Memorandum of Agreement/Lease Agreement of the Field Facilities as described above to the Polaris Tech Charter School on terms substantially consistent with those include in the attached Exhibit "A;" and

upon approval of the Memorandum of Understanding/Lease Agreement, and other related documents by the County Attorney, the County Administrator shall be and is hereby authorized to execute, and the Clerk to Council is hereby authorized to attest and deliver such Memorandum of Agreement/Lease Agreement, and other related documents as may be necessary or desirable and in so doing, to bind Jasper County to the terms of the Memorandum of Agreement/Lease Agreement.

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

Barbara B. Clark
Chairwoman of County Council

ATTEST:

Wanda Simmons
Clerk to Council

Ordinance# O-2022-37
First Reading: November 7, 2022
Second Reading: November 21, 2022
Public Hearings: December 5, 2022
Adopted: December 5, 2022

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

MEMORANDUM OF UNDERSTANDING/LEASE AGREEMENT.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

EXHIBIT "A"

Memorandum of Understanding/Lease Agreement (MOU)

Between

**Jasper County Parks and
Recreation Department**

And

Polaris Tech Charter School



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

**Jasper County Parks and
Recreation Department**

And

Polaris Tech Charter School

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

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

I. MISSION

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

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

II. PURPOSE AND SCOPE

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

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

III. RESPONSIBILITIES

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

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

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

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

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

B. Polaris Tech Charter School Athletic Teams will:

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

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

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

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

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

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

V. TERMS OF UNDERSTANDING

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

VI. INSURANCE

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

VII. INDEMNIFICATION AND HOLD HARMLESS

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

VIII. APPLICABLE LAWS

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

IX. NOTICES

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

AGENDA ITEM:

XI-D

Ordinance item D

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2022-32

ORDINANCE OF JASPER COUNTY COUNCIL

An Ordinance authorizing the sale of TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.40 acres, and TMS 048-00-01-032, approximately 2 acres, to Gopher Hill Holdings, LLC, or its assigns, and to authorize the Jasper County Administrator to execute such contracts, deeds and other documents as may be necessary and appropriate to effect the sale.

WHEREAS, Jasper County and Gopher Hill Holdings, LLC (“GHH”) have negotiated the terms of a proposed Contract for the Purchase and Sale of Commercial Real Property (“Agreement”) between them by which Jasper County would sell, by and through St. Peters Parish/Jasper County Public Facilities Corporation, and GHH would purchase three parcels of land totaling approximately 25.02 acres located at the Cypress Ridge Industrial Park, said parcels having TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.40 acres, and TMS 048-00-01-032, approximately 2 acres, in order to expand and grow the existing commercial enterprise located adjacent thereto; and

WHEREAS, the Agreement further provides for the acquisition from GHH by Jasper County at closing as part of the sales price of the properties being acquired by GHH, title to approximately 25.52 acres, more or less, located in the Cypress Ridge Industrial Park; and

WHEREAS, the Jasper County Council on October 3, 2022, approved the negotiation and execution of the Agreement by the Administrator on behalf of Jasper County; and

WHEREAS, subsequently, a modification to the Agreement was requested by GHH, which has been presented to Council for ratification by Council and authorization for the Administrator to execute; and

WHEREAS, in accordance with South Carolina law, Jasper County Council must pass an ordinance authorizing the sale of real property; and

WHEREAS, Jasper County Council finds the terms of the modified Agreement to be fair, equitable and in the best interests of the citizens of Jasper County, and in furtherance of additional economic development within the County;

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 acknowledges the approval of the Agreement, a copy of which is attached as Exhibit "A", and the execution and delivery of the Agreement for the Purchase and Sale of commercial real property on behalf of the County;
2. Jasper County Council adopts the foregoing recitals as part of this Ordinance, and approves the sale of the referenced County property, and the acceptance of the property being transferred from Gopher Hill Holdings, LLC, upon the terms and conditions of the Agreement;
3. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver on behalf of Jasper County an executed copy of the modified Agreement (Exhibit "A"), a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser and obtain title to the properties being transferred from Gopher Hill Holdings, LLC, as part of this transaction as more particularly described in the Agreement, as modified.
4. County Council authorizes the acceptance of the two parcels of land referenced in the Agreement as partial payment for the property being transferred from the County, and the County Administrator, with the assistance of the County Attorney, is further authorized to execute and

deliver on behalf of Jasper County, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property referenced to Jasper County.

5. In connection with the execution and delivery of the deeds and other documents authorized hereunder, the County Administrator, with the advice and counsel of the County Attorney, is fully authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, amendments, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.
6. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the contracts, contract amendments, deeds, acceptance of the deeds from Gopher Hill Holdings, LLC and its affiliates, including the negotiation of the terms related thereto and any other agreements prior to the enactment of this Ordinance are ratified and confirmed.
7. This Ordinance shall take effect upon approval of the Council.

Done this _____ day of _____, 2022.

Barbara B. Clark, Chairwoman

ATTEST:

Wanda Simmons, Clerk to Council

ORDINANCE# O-2022-32

First Reading: 10.17.2022
Second Reading: 11.21.2022
Public hearing: 11.07.2022
Adopted: 12.05.2022

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder Date: _____

AGENDA ITEM:

XI-E

Ordinance item E

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ORDINANCE NO. O-2022-38

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN GOPHER HILL HOLDINGS, LLC OR ITS ASSIGNS (THE "SPONSOR") AND JASPER COUNTY, WHEREBY JASPER COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE SPONSORS OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH SUCH AGREEMENT; AUTHORIZING AND APPROVING (1) DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH HAMPTON COUNTY (THE "PARK") SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH HAMPTON COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE-IN-LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; AND (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN JASPER COUNTY; AND TO AUTHORIZE THE JASPER COUNTY COUNCIL CHAIRMAN OR COUNTY ADMINISTRATOR, AS APPROPRIATE, TO EXECUTE SUCH AGREEMENTS AND OTHER DOCUMENTS AS MAY BE NECESSARY AND APPROPRIATE TO EFFECT THE FEE-IN-LIEU OF TAX TRANSACTION AND TO PROVIDE FOR OTHER MATTERS RELATING 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 ("FILOT 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 FILOT 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 FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County and Hampton County, South Carolina ("Hampton County") (collectively, the Member Counties") proposes to establish jointly a multi-county industrial/business park within the geographical boundaries of one or more of the Member Counties; and

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits ("Infrastructure Credits") against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or

the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, the Sponsors propose to develop the property described in Exhibit B attached hereto (the “Property”) to establish commercial, logistic, distribution and/or manufacturing facilities; and

WHEREAS, it is anticipated the Project will result in an investment of at least nine million dollars (\$9,000,000) in the County; and

WHEREAS, at the request of the Sponsors and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsors, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Company with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and

WHEREAS, in order to promote the economic development of Jasper County and Hampton County, the Counties have initially agreed to include in the Park the Property pursuant to an agreement to be negotiated between and entered into by the Member Counties as of such date as may be agreed to by the Member Counties (the “MCIP Agreement”); and

WHEREAS, the Counties have agreed to the specific terms and conditions of the arrangement set forth in the MCIP Agreement; and

WHEREAS, the Counties now desire to establish the Park to include the Property; and

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

Section 1. *Statutory Findings.* Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Company.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsors under this Ordinance and the Fee Agreement.

Section 4. *Establishment of Multi-County Park; Approval of MCIP Agreement; Location of Park; Change of Park Boundaries.*

(a) There is hereby authorized to be established, initially in conjunction with Hampton County, a multi-county industrial/business park to include therein the Initial Property. The form, provisions, terms, and conditions of the MCIP Agreement in substantially the form before Jasper County Council (the "County Council") at the meeting at which this Ordinance receives third reading, and filed with the Clerk to County Council, be and they are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the MCIP Agreement were set out in this Ordinance in its entirety.

(b) The MCIP Agreement is to be in the form as negotiated by the County Administrator with the advice of legal counsel, with such changes therein as shall not materially adversely affect the rights of Jasper County thereunder and as shall be approved by the officials of Jasper County executing the same. The Chairman of County Council, for and on behalf of Jasper County, is hereby authorized, empowered, and directed to do any and all things necessary or proper to effect the establishment of the Park and the execution and delivery of the MCIP Agreement and the performance of all obligations of Jasper County under and pursuant to the MCIP Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

(c) As of the date of enactment of this Ordinance, the Park shall consist of the Property located in Jasper County. It is recognized that the Park may from time to time consist of non-contiguous properties within each Member County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by (a) an ordinance of the Member County in which the property to be added or removed from the Park is actually located, and (b) a resolution (or comparable action) of the governing bodies of all other Member Counties.

Section 5. *Payment of Fee-in-lieu of Taxes.*

(a) In accordance with Article VIII, Section 13(D) of the South Carolina Constitution, the area comprising the Park and all property having a situs therein is exempt from all *ad valorem* taxation. All owners and lessees of property situated in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in the MCIP Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the county treasurer of the county in which such property is located. That portion of the fee from the Park property located in a Member County and allocated pursuant to the MCIP Agreement to the other Member Counties shall be paid to the respective county treasurer (or other designated official) of the other Member Counties in accordance with the terms of the MCIP Agreement. Payments of fees in lieu of *ad valorem* taxes for each year will be due on the due date for property taxes for such year. Penalties for late payment will be at the same rate as late tax payments. Any late payment beyond the due date will accrue interest at the same rate as late tax payments. The Member Counties, acting by and through the appropriate official, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

(b) Nothing herein shall be construed to prohibit any Member County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter

44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision of South Carolina law.

Section 6. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 7. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 8. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

Ordinance# O-2022-38

First Reading: 11.21.2022

Second Reading: 12.05.2022

Public Hearing: 12.05.2022

Third Reading:

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date:

EXHIBIT A
FORM OF FEE AGREEMENT

EXHIBIT B

EXHIBIT A
Legal Description
(Preliminary)

10.62 acres of land, more or less, with a steel commercial building located thereon, more specifically identified as tax map number 048-00-01-029, having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, as more particularly described on a plat recorded in Plat Book 36 at Page 127 in the office of the Register of Deeds for Jasper County, SC

AND ALSO, 12.89 acres of land, more or less, without improvements more specifically identified as tax map number 048-00-01-012 having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, being more particularly described as follows: Beginning at a point shown on a plat recorded in Plat Book 36 at Page 127 in the Office of the Register of Deeds shown as USGS Marker Found, Haystack 1997, Elev. 83.2 (NAVD88) N 254699.65 E 1995968.12, thence S 47°49'06"E for a distance of 191.98 feet, being the Point of Beginning (POB); thence N 74 ° 57'.40"E for a distance of 265.79 feet to a point; thence N60 °18'30" for a distance of 242.53 feet to a 5/8" Rebar, being the Northeastern corner of adjacent Tax Parcel 048-00-01-029 as shown on Plat Book 36 at Page 127; thence S30 °31'58"E for a distance of 634.81 feet to a 3/4 " Rebar, being the Northeastern corner of adjacent Tax Parcel 048-00-01-032 as shown on Plat Book 36 at Page 127 and as Parcel 3 on Plat Book 30 at Page 276; thence S30 °31'58"E for a distance of 290.40 feet to a rebar; thence S30 °31'58" along the eastern boundary of Tax Parcel 048-00-01-033 to its intersection with the northern boundary line of Tax Parcel 048-00-01-009; thence eastward along the boundary line of Tax Parcel 048-00-01-009 to its intersection with the right of way boundary line of U.S. Highway 278; thence northward along the boundary line of US Highway 278 and the sewer lift station boundary lines as shown on those certain plats recorded in Plat Book 32 at Page 467 and Plat Book to the Point of Beginning.

AND ALSO, 2.00 acres of land, more or less, without improvements more specifically identified as tax map number 048-00-01-032 having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, as more particularly described as Parcel 3 on a plat recorded in Plat Book 30 at Page 276 in the office of the Register of Deeds for Jasper County, SC.

All such properties being subject to easements, rights of way, and other matters of public record.

STATE OF SOUTH CAROLINA)	
)	
COUNTY OF JASPER)	AGREEMENT FOR THE ESTABLISHMENT
)	OF MULTI-COUNTY INDUSTRIAL/
)	BUSINESS PARK (CYPRESS RIDGE GOPHER
)	HILL INDUSTRIAL PARK)
COUNTY OF HAMPTON)	

THIS AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (CYPRESS RIDGE GOPHER HILL INDUSTRIAL PARK) for the establishment of a multi-county industrial/business park to be located within Jasper County and Hampton County is made and entered into as of _____, 2022, by and between Jasper County, South Carolina ("Jasper County") and Hampton County, South Carolina ("Hampton County").

RECITALS

WHEREAS, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. _____, enacted by Jasper County Council on November 21, 2022, and Ordinance No. _____ enacted by Hampton County Council on _____, 2022, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Jasper County a multi-county industrial/business park (the "Park"), to be located upon property more particularly described in Exhibit A (Jasper); and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Hampton County, their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

3. Location of the Park.

(A) The Park consists of property that is located in Jasper County and which now or will be owned by project sponsors for the purpose of establishing industrial, distribution and/or commercial facilities, the property being more particularly described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Jasper County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the county council of Jasper County and resolution of the county council of Hampton County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park as enlarged or diminished, together with a copy of the ordinance of Jasper County Council and resolution of Hampton County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the enactment by Jasper County Council of its ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Jasper County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Jasper County, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be given by certified mail that is deposited with the U.S. Postal Service at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Jasper County and Hampton County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance and promotion of the Park, in the following proportions:

- A. Jasper County – 100%
- B. Hampton County – 0%

6. Allocation of Revenues. Jasper County and Hampton County shall receive an allocation of all revenues generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

- A. Jasper County – 99%
- B. Hampton County – 1%

Any payment from Jasper County to Hampton County of Hampton County's allocable share of Park revenues: (I) shall be made and accompanied by a statement showing the manner in which total payment and each County's share were calculated. If any Park revenues are received by Jasper County through payment by any owner, or any lessee/tenant, or any other taxpayer is made under protest, or otherwise as part of a dispute, then Jasper County is not obligated to pay Hampton County more than Hampton County's share of the undisputed portion of the Park revenues until thirty (30) days after the final resolution of the protest or dispute.

7. Revenue Allocation within Each County. Park revenues generated shall be distributed to and within the County as follows:

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Jasper County and to Hampton County, as the case may be, according to the proportions established by this Agreement. With respect to revenues allocable to Jasper County by way of fees in lieu of *ad valorem* taxes generated from properties within the Park, such revenue shall be distributed in accordance with the attached Exhibit B.:

(B) Revenues allocable to Hampton County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Jasper County portion of the Park shall be distributed solely to Hampton County.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Jasper County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes ("Negotiated Fee in Lieu of Tax Agreements"), with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Jasper County.

9. Consent by the County and Other Municipalities. Intentionally deleted.

10. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Jasper County and Hampton County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Sections 6 and 7 herein.

11. Governing Laws and Regulations. Any applicable ordinances and regulations of Jasper County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Jasper County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

12. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision of this Agreement.

13. Counterpart Execution. This Agreement may be executed in multiple counterparts.

14. Additional Parties. This Agreement may be amended from time to time to add additional counties located in South Carolina, subject to Article VIII, Section 13(D) of the Constitution of South Carolina and Title 4, Chapter 1 of the Code, by ordinance of the county council of Jasper County, and by resolution of the county council of Hampton County; provided, however, that to the extent permitted by law, additional counties may be added as parties hereto with only the enactment of an ordinance of the county council of Jasper County only in the event that such additional county's allocation of Park Revenues hereunder shall be allocated solely out of Jasper County's residual net share of the Park Revenues provided for its use and distribution pursuant to Section 7 hereof.

15. Term; Termination. Except as specifically provided in this Section 15, Jasper County and Hampton County agree that this Agreement may not be terminated in its entirety by any party and shall remain in effect for a period equal to the longer of (i) twenty-one (21) years commencing with the effective date of this Agreement or (ii) a period of time of sufficient length to facilitate any special source revenue credits due with respect to Park property. Notwithstanding anything in this Agreement to the contrary, this

Agreement may not be terminated to the extent that Jasper County has outstanding contractual commitments to any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property requiring designation of such property as part of a multi-county industrial/business park pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina and/or Title 4, Chapter 1 of the Code (the "Act"), unless Jasper County shall first (i) obtain the written the consent of such owner, lessee/tenant, or other taxpayer or (ii) designate such parcel as part of another multi-county industrial/business park pursuant to the Act effective immediately upon termination of this Agreement. Additionally, in the event that Jasper County complies with the preceding sentence, Jasper County may unilaterally terminate this Agreement upon providing thirty (30) days' notice to Hampton County and any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property.

16. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Office of Jasper County, for matters within their jurisdiction. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

JASPER COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Jasper County, South Carolina

[SEAL]

Attest:

By: _____
County Council Clerk
Jasper County, South Carolina

HAMPTON COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Hampton County, South Carolina

[SEAL]

Attest:

By: _____
County Council Clerk
Hampton County, South Carolina

Exhibit A (Jasper)
PARK PROPERTY
Legal Description
(Preliminary)

10.62 acres of land, more or less, with a steel commercial building located thereon, more specifically identified as tax map number 048-00-01-029, having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, as more particularly described on a plat recorded in Plat Book 36 at Page 127 in the office of the Register of Deeds for Jasper County, SC

AND ALSO, 12.89 acres of land, more or less, without improvements more specifically identified as tax map number 048-00-01-012 having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, being more particularly described as follows: Beginning at a point shown on a plat recorded in Plat Book 36 at Page 127 in the Office of the Register of Deeds shown as USGS Marker Found, Haystack 1997, Elev. 83.2 (NAVD88) N 254699.65 E 1995968.12, thence S 47°49'06"E for a distance of 191.98 feet, being the Point of Beginning (POB); thence N 74 ° 57' .40"E for a distance of 265.79 feet to a point; thence N60 °18'30" for a distance of 242.53 feet to a 5/8" Rebar, being the Northeastern corner of adjacent Tax Parcel 048-00-01-029 as shown on Plat Book 36 at Page 127; thence S30 °31'58"E for a distance of 634.81 feet to a 3/4 " Rebar, being the Northeastern corner of adjacent Tax Parcel 048-00-01-032 as shown on Plat Book 36 at Page 127 and as Parcel 3 on Plat Book 30 at Page 276; thence S30 °31'58"E for a distance of 290.40 feet to a rebar; thence S30 °31'58" along the eastern boundary of Tax Parcel 048-00-01-033 to its intersection with the northern boundary line of Tax Parcel 048-00-01-009; thence eastward along the boundary line of Tax Parcel 048-00-01-009 to its intersection with the right of way boundary line of U.S. Highway 278; thence northward along the boundary line of US Highway 278 and the sewer lift station boundary lines as shown on those certain plats recorded in Plat Book 32 at Page 467 and Plat Book to the Point of Beginning.

AND ALSO, 2.00 acres of land, more or less, without improvements more specifically identified as tax map number 048-00-01-032 having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, as more particularly described as Parcel 3 on a plat recorded in Plat Book 30 at Page 276 in the office of the Register of Deeds for Jasper County, SC.

All such properties being subject to easements, rights of way, and other matters of public record.

Exhibit B Revenue Distribution

For fee in lieu of tax revenues Jasper County (“County”) receives as the host county in a joint county industrial and business park there shall first be deducted any special source revenue credits.

After making the deduction of special source revenue credits, the County shall distribute 1% to any companion County.

The amount of revenues the County receives after making the deduction of special source revenue credits and the distribution of 1% to any companion county (“Retained Revenues”) shall be distributed as follows:

FIRST: 10% of the Retained Revenues shall be distributed to the County’s Commercial Development Fund;

SECOND: For reimbursement of the County for any expenditures made to attract to and locate any particular property in the joint county industrial and business park;

THIRD: To the Taxing Entities, where “Taxing Entities” are those entities within the County which, as of the date of the agreement establishing the joint county industrial and business park, have taxing jurisdiction over the property to be located in such joint county industrial and business park, and no others, in the same ratio as each Taxing Entity’s millage bears to the aggregate millage of all Taxing Entities in any given year.

For Example:

Assuming a special source revenue credit of 15%, fee in lieu of tax revenues of \$1000 and expenditures by the County of \$100, the revenues shall be distributed as follows:

First, \$150 is deducted leaving \$850.

Next, 1% of the \$850 is distributed to the companion county. 1% of \$850 is \$8.50 leaving \$841.50 in Retained Revenues.

Next, 10% of the Retained Revenues is distributed to the County’s Commercial Development Fund. 10% of \$841.50 is \$84.15 leaving \$757.35

Next, \$100 is distributed to the County to reimburse the County for expenditures leaving \$657.35.

Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.

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, CGFO
Director, Administrative Services Division
kburgessr@jaspercounty.sc.gov

**Jasper County Council
Presentation of Guaranteed Maximum Price (GMP)
From M. B. Kahn Construction Co., Inc.
For Ridgeland-Claude Dean Airport South Apron Expansion**

Meeting Date:	December 5, 2022
Subject:	Presentation and acceptance of guaranteed maximum price (GMP) from M. B. Kahn Construction Co., Inc. for Ridgeland-Claude Dean Airport South Apron Expansion.
Recommendation:	Accept guaranteed maximum price (GMP) from M. B. Kahn Construction Co., Inc. for the Ridgeland-Claude Dean Airport South Apron Expansion in the amount of \$2,964,591 and authorize the County Administrator to negotiate and enter into all necessary agreements for the project.
Submitted for:	Accept to accept the guaranteed maximum price (GMP) from M. B. Kahn Construction Co., Inc. for the Ridgeland-Claude Dean Airport South Apron Expansion in the amount of \$2,964,591 and authorize the County Administrator to negotiate and enter into all necessary agreements for the project.

Description: M. B. Kahn Construction Co., Inc., under the construction management at risk agreement with Jasper County, requested bids for the expansion of the south apron at the Ridgeland-Claude Dean Airport. On bid day, M. B. Kahn received two electrical bids and one site development bid. M. B. Kahn will have a full-time, on-site project manager for this project. The GMP reflects both the bids and the cost of a full-time, on-site project manager.

Recommendation: Staff recommends that the Council accept the guaranteed maximum price (GMP) submitted by M. B. Kahn for the south apron expansion and authorize the County Administrator to execute all documents necessary to begin this project, including the GMP.

Attachments:

A133A GMP Airport Apron
Invitation to Bid



M. B. Kahn

Since 1927

Construction Co., Inc.

November 07, 2022

Mr. Andrew Fulghum, Administrator
Jasper County, South Carolina
358 Third Avenue
Ridgeland, SC 29936

RE: Ridgeland-Claude Dean Airport Apron Expansion - GMP PACKAGE

Dear Mr. Fulghum,

Please find enclosed our **Proposed GMP Package** for the Ridgeland-Claude Dean Airport Apron Expansion. The GMP estimate is based on plans and specifications received from Holt Consulting dated July 2022 and Addendum #1 dated September 22, 2022. The GMP estimate herein includes the combination of subcontractor quotes and labor and material estimates to complete the scope of work outlined in the contract documents.

Our current BASE BID GMP Estimate for the Airport Apron Expansion is **\$2,964,591** and we anticipate a project duration of 5 months from Notice to Proceed. Any clarifications and assumptions are included in the package.

We look forward to working with you and your team on this project! Please let us know if you have any questions or concerns about this GMP package.

Sincerely,

M. B. KAHN CONSTRUCTION CO., INC.

A handwritten signature in blue ink that reads "Maggie Dittmar".

Maggie Dittmar, EIT, ALEP
Pre-Construction Services

THE SAME COMMITMENT & QUALITY FOR OVER 90 YEARS.

Post Office Box 1179 • Columbia, SC 29202 • 803.736.2950 • www.mbkahn.com

NC #1425 • FL #CGC056891 (licenses listed per state law)

AIA[®] Document A133[™] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the November day of Seventh in the year Two Thousand Twenty Two, is incorporated into the accompanying AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Sixth day of September in the year Two Thousand Twenty Two (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Ridgeland Airport Apron
10 Airport Road
Ridgeland, SC 29936

THE OWNER:

(Name, legal status, and address)

Jasper County
358 3rd Avenue, Suite 306-A
Ridgeland, SC 29936

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

M. B. Kahn Construction Co., Inc.
101 Flintlake Road
Columbia, SC 29223

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Nine Hundred Sixty Four Thousand Five Hundred Ninety One Dollars (\$

ADDITIONS AND DELETIONS:

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

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

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

2,964,591.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Attachment A

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
NA	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NA		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
NA		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Upon issuance of all required permits.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than one hundred fifty two (152) calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
NA	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NA			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Attachment C

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Attachment D

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
NA		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item
NA

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Attachment B

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

NA

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

NA

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

William W. Cram Exec Vice President
(Printed name and title)



Apron Expansion
Ridgeland-Claude Dean Airport, Jasper County, SC
November 7, 2022

GMP ESTIMATE SUMMARY

SITE DEVELOPMENT	\$2,281,660
Erosion Control	
Grading	
Storm Drainage	
Asphalt Paving	
Concrete Paving	
Paving Specialties	
ELECTRICAL	\$380,230
Electrical Demolition	
New Taxiway Lights	
New High Mast Lights	
PROJECT CONTINGENCY (5%)	\$148,230
CONSTRUCTION MANAGER'S FEE (6%)	\$154,471
TOTAL GMP:	\$2,964,591

Other Project Costs (not included in GMP):

- Design Fees
- Preconstruction Fee/Costs
- Third-Party Material Testing and Inspections
- Third-Party Quantity Verification

Project name	SAEXP 20221107 GMP Estimate
Labor rate table	Standard Labor
Equipment rate table	Standard Equipment
Report format	Sorted by 'Location/Group phase/Phase' 'Detail' summary

Ridgeland-Claude Dean Airport
GMP Estimate - Apron Expansion

M. B. Kahn Construction Co., Inc.
Jasper County, South Carolina

Item	Description	Takeoff Qty	Labor	Material	Subcontract	Equipment	Other	Total	Unit Cost	Amount
------	-------------	-------------	-------	----------	-------------	-----------	-------	-------	-----------	--------

* unassigned *

GENERAL CONDITIONS*										
00001.000	General Conditions*									
1	General Conditions - 5 mo.	1.00	Is	73,820	5,480	19,489	27,790	126,578.58	/fs	126,579
1	Construction Layout	1.00	Is			5,735		6,735.00	/fs	6,735
1	Construction Material Testing	1.00	Is			20,708		20,708.00	/fs	20,708
1	SWPPP Inspections	4.00	mo			6,928		1,732.00	/mo	6,928
	General Conditions*			73,820	5,480	19,489	27,790			160,950

GENERAL CONDITIONS*										
26000.000	ELECTRICAL*									
26000.010	Electrical Subcontractors									
10	Electrical	1.00	Is			328,375		328,375.00	/fs	328,375
200	Second Mobilization for Lighting Electrical Subcontractors	1.00	Is			8,000		8,000.00	/fs	8,000
						336,375				336,375

ELECTRICAL*										
31000.000	EARTHWORK*									
31000.010	Earthwork Subcontractors									
10	Grading & Paving	1.00	Is			2,018,496		2,018,496.00	/fs	2,018,496
	Earthwork Subcontractors					2,018,496				2,018,496

EARTHWORK*										
73,820				73,820	5,480	19,489	27,790			160,950
2,018,496				2,018,496						2,018,496
2,018,496				2,018,496						2,018,496

* unassigned *

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	73,820	73,820					2.45%
Material	5,480	5,480					0.18%
Subcontract	2,369,242	2,369,242					80.59%
Equipment	19,489	19,489					0.66%
Other	27,790	27,790					0.94%
Sales Tax	493	2,616,821					84.86%
Taxes & Inc On Labor	42,077			9.00%	C		0.02%
Business License	14,823			57.000%	C		1.42%
Permits Waived by County				5.000 \$/	T	1,000	0.50%
Builder's Risk Insurance	1,306				L		0.04%
GMP Subcontractor Bonds	28,671	2,674,820		1.200%	C		1.98%
GMP CM Fees	154,471			6.000%	T		0.97%
GMP CM Contingency	148,230			5.000%	T		5.21%
GMP Corp. Gen. Liability Insur	34,093	2,905,892		1.150%	T		11.18%
GMP Peri & Payment Bond	24,656			0.830%	T		1.15%
	58,699	2,964,591					0.83%
Total		2,964,591					1.98%



APRON EXPANSION
Ridgeland-Claude Dean Airport, Jasper County, SC

CLARIFICATIONS & ASSUMPTIONS
GMP ESTIMATE

November 07, 2022

The following are notes associated with the estimate developed from the current documents. The items listed are assumptions and/or clarifications when 1) information is not shown on the documents, 2) if the document information is not clear, 3) if an item was discussed but not in the documents, or 4) if the item should be included in the project. The intent of this list is to attempt to create a shared understanding of the design and related costs.

GENERAL

- GMP Estimate is based on the Project Manual and Plans prepared by Holt Consulting dated July 2022 and Addendum # 1 dated September 22, 2022.
- The 5-month schedule is based on timely availability and delivery of all required materials.
- The cost of all required governmental and regulatory permits and fees are excluded from the GMP and shall be paid for by the Owner, including but not limited to utility connection fees, impact fees, building permits, demolition permits, etc.
- A Builders Risk policy is included in the GMP.
- It was assumed this project would not seek LEED or Green Globes certification, therefore documentation and submittals for this have not been included.
- 3-D BIM modeling in REVIT has been excluded from the current pricing.
- Preconstruction costs/fee and third-party quantity verification and material inspections/testing are not included in the GMP.
- **Allowances** as described in the specifications are included as follows:
 - None listed in bid documents.
- **Alternates** as described in the specifications are included as follows:
 - None listed in bid documents.

DIV 26- ELECTRICAL

- GMP Estimate is based on quantities provided in the bid schedule developed by Holt Consulting and unit costs provided by Trinity Electrical. The contract amount will be adjusted based on final quantities at the completion of the work. Owner to provide all inspections and quantity verification.

DIV 31- EARTHWORK

- GMP Estimate is based on quantities provided in the bid schedule developed by Holt Consulting and unit costs provided by Richardson Construction. The contract amount will be adjusted based on final quantities at the completion of the work. Owner to provide all inspections and quantity verification.
- Storm drainage pipe will be tongue and groove as opposed to specified o-ring pipe due to supply chain logistics lead time.

END

Ridgeland-Claude Dean Airport – Apron Expansion

Index of Specifications

BID MANUAL: July 2022

ADDENDUM #1: September 22, 2022

DIVISION 00 BIDDING & SUBCONTRACT REQUIREMENTS (M. B. KAHN CONSTRUCTION CO., INC.)

Invitation to Bid

Bid Schedule

SUBCONTRACT DOCUMENTS (M.B. KAHN CONSTRUCTION CO., INC.)

Subcontract Cover

Subcontract Documents

TECHNICAL SPECIFICATIONS (HOLT CONSULTING)

PART I – GENERAL REQUIREMENTS

01010	Scope of Work
01030	Airport Project Procedures
01035	Weather Delays
01040	Project Coordination
01060	Control of Erosion, Siltation and Pollution
01070	Abbreviations and Symbols
01090	Regulations and Definitions
01150	Measurement and Payment
01300	Submittals
01400	Quality Control Services
01510	Temporary Facilities
01530	Airfield Barricades and Closure Markers
01600	Material and Equipment
01700	Contract Closeout
01710	Cleaning and Disposal
01720	Project Record Documents
01740	Warranties and Bonds

PART II – GENERAL CONSTRUCTION ITEMS

C105	Mobilization
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PART III – SITEWORK

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SC202	SCDOT Removal of Structures and Obstructions, Site Demolition
SC203	SCDOT Roadway and Drainage Excavation
SC305	SCDOT Graded Aggregate Base Course
SC401	SCDOT Prime and Tack Coats
SC403	SCDOT Hot Mix Asphalt Surface Course
SC501	SCDOT Portland Cement Concrete Pavement

**Ridgeland-Claude Dean Airport – Apron Expansion
Jasper County, South Carolina**

SC701	SCDOT Portland Cement Structural Concrete
SC714	SCDOT Permanent Pipe Culverts
SC720	SCDOT Concrete Curb, Pads, and Concrete Filled Pipe Bollards
SC804	SCDOT RipRap and Slope Protection
SC810	SCDOT Seeding and Topsoil
SC813	SCDOT Sodding
SC815	SCDOT Erosion Control
P620	Runway and Taxiway Marking
P631	Refined Coal Tar Emulsion with Additives, Slurry Seal Surface Treatment
TD100	Aircraft Tiedown Anchors

PART IV – ELECTRICAL ITEMS

L108	Underground Power Cable for Airports
L110	Airport Underground Electrical Duct Banks and Conduits
L115	Electrical Manholes and Junctions Structures
L119	Airport Obstruction Lights
L125	Installation of Airport Lighting Systems
260511	Requirements for Electrical Installations
260519	Low-Voltage Electrical Power Conductors and Cables
260526	Grounding and Bonding for Electrical Systems
260543	Underground Ducts and Raceways for Electrical Systems
260553	Identification for Electrical Systems
260923	Lighting Controls
264313	Surge Protection for Low-Voltage Electrical
265610	Exterior Lighting

Ridgeland-Claude Dean Airport – Apron Expansion
Index of Drawings

BID DRAWINGS: July 2022
ADDENDUM #1: September 22, 2022

<u>INDEX</u>	<u>TITLE</u>
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G0.01	Cover Sheet
G0.02	Summary of Quantities
G1.01	Project Layout and Construction Safety and Phasing Plan (rev. addendum #1)
G1.02	Project General Notes
G1.03	Safety and Phasing Notes and Details
G1.04	Existing Lighting Vault Location Map (added addendum #1)
CIVIL	
C1.00	Legends and Notes Plan
C1.01	Existing Conditions and Soil Boring Plan
C1.02	Soil Boring Logs B-5 through B-8
C2.01	Staking, Demolition and Marking Plan
C2.02	Staking, Demolition and Marking Plan – Fuel Farm
C3.01	Grading and Drainage Plan
C3.02	Grading and Drainage Plan – Fuel Farm
C5.01	Typical Sections and Paving Details No. 1
C5.02	Typical Sections and Paving Details No. 2
C5.03	Typical Sections and Paving Details No. 3
C5.04	Typical Sections and Paving Details No. 4
C5.05	Typical Sections and Paving Details No. 5
C6.01	Storm Drainage Details Plan No. 1
C6.02	Storm Drainage Details Plan No. 2
C7.01	Apron Cross Sections STA 223+75 to 224+50
C7.02	Apron Cross Sections STA 225+00 to 226+00
C7.03	Apron Cross Sections STA 226+50 to 227+50
C7.04	Apron Cross Sections STA 228+00 to 228+25
ELECTRICAL	
E0.01	Airfield Electrical Legend and Notes
E0.02	Airfield Electrical Notes
E1.01	Lighting Area Layout Plan No. 1
E1.02	Lighting Area Layout Plan No. 2
EP1.01	Lighting Area Photometric Plan No. 1
EP1.02	Lighting Area Photometric Plan No. 2
E5.00	Airfield Electrical Trench, Junction Can, & Connectors
E5.01	Airfield Electrical Edge Light Details
E5.02	Airfield Electrical Can Plaza & Duct Bank Details

**Ridgeland-Claude Dean Airport – Apron Expansion
Jasper County, South Carolina**

E5.03	Airfield Electrical Sign Details
E5.04	Airfield Electrical Sign Schedules
E5.05	Lighting Fixture Details & Schedule
E5.06	Lighting Control Details
E5.07	Electrical One-Line Diagram & Details
E5.08	Electrical Schedules & Details
E5.09	Airfield Lighting Vault Details

EROSION CONTROL/SWPPP DRAWINGS

CE0.01	ES&PCP Notes 1 of 2
CE0.02	ES&PCP Notes 2 of 2
CE1.00	ES&PCP Overall Layout
CE1.01	ES&PCP Initial Phase
CE2.01	ES&PCP Grading Phase
CE3.01	ES&PCP Final Phase
CE4.01	ES&PCP Details 1 of 5
CE4.02	ES&PCP Details 2 of 5
CE4.03	ES&PCP Details 3 of 5
CE4.04	ES&PCP Details 4 of 5
CE4.05	ES&PCP Details 5 of 5



M. B. Kahn
Construction

INVITATION TO BID

SOUTH APRON EXPANSION PROJECT Ridgeland-Claude Dean Airport in Ridgeland, SC Jasper County, South Carolina

M. B. Kahn Construction Co., Inc., the Construction Manager at Risk for Jasper County, South Carolina, seeks interested subcontractors and vendors to provide pricing and cost proposals for the South Apron Expansion Project at the Ridgeland-Claude Dean Airport in Ridgeland, SC.

The Owner: Jasper County, South Carolina
358 Third Avenue
Ridgeland, SC 29936

The Architect/Engineer: Holt Consulting Company, LLC.
2801 Devine Street, Suite 201
Columbia, SC 29205

Construction Manager at Risk: M. B. Kahn Construction Co., Inc.
101 Flintlake Road
Columbia, SC 29223

SCOPE OF WORK

This project generally consists of an aircraft parking apron expansion (202'x400') and fuel farm paving. The work includes 4.25 inches of SCDOT Type B asphalt, 6 inches of SCDOT graded aggregate base course, grading, drainage, taxiway edge lighting, pavement marking and incidental items. Fuel farm paving includes 6-inch-thick concrete pavement for fuel truck parking area, and 12-inch-thick concrete foundation and 4-inch-thick concrete pads.

The Project is to be completed within a maximum 90 consecutive calendar days from the commencement date specified in the written Notice to Proceed. The project will be constructed in multiple phases, some of which will require work within the runway and taxiway safety areas.

KEY DATES

Proposals must be submitted electronically to M. B. Kahn by **September 27, 2022 at 2:00 pm.**

ACCESS PROJECT DOCUMENTS

1. mbkahn.com / Sub Plans & Specs / cmbids@mbkahn.com / password is "CMBids19"
2. <https://mbkahn.sharefile.com/d-sd2058b384a944063a844a44b8ab2be2b>
3. isqft

SUBMIT PROPOSALS

Proposals may be submitted electronically to mdittmar@mbkahn.com or cmestimating@mbkahn.com and must be submitted in accordance with the bid schedule included in the bid package. Please provide proposals that include a complete scope for site development, paving, and/or electrical.

INFORMATION TO BIDDERS

The successful bidder will be expected to execute our Subcontract Agreement or Purchase Order, comply with the insurance requirements of our Subcontract Agreement or Purchase Order, and, if required, furnish payment and performance bonds on M. B. Kahn's standard bond forms. Our standard Subcontract Agreement (see Article VII for insurance requirements) and form of performance and payment bonds may be viewed at M. B. Kahn's corporate website at www.mbkahn.com.

Proposals exceeding \$100,000 may be required to provide a 100% Performance and Payment Bond. The cost of the Performance and Payment Bond should NOT be included in the proposal, but rather shown as a separate item (including the surety provider). Along with pricing, please include any assumptions and clarifications you may have made (i.e. quantities, components, etc.). Any information provided about the sequencing and total duration of your work will be beneficial.

Proposers are not to contact the Owner directly. All inquiries are to be made to Maggie Dittmar at (803)-227-1273 or via email: mdittmar@mbkahn.com.

All project documents, drawings and specifications are the property of the Owner. The Owner and their agents will not be held liable for any content published by others relating to this project. As such, it is the Subcontractor's and supplier's responsibility to perform due diligence when obtaining project information. All bids must comply with the laws of the State of South Carolina. The successful subcontractor will be required to use PlanGrid construction documentation software during the construction of the building.

Minority businesses are encouraged to submit proposals for this construction project. M. B. Kahn and the Owner shall award contracts to businesses who hire without regard to race, religion, color, creed, national origin, sex, age or handicapping condition.

END OF BID INVITATION

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 December 5, 2022

1. Reminder - County Christmas Drop-in Lunch:
Wednesday, Dec. 7. We look forward to seeing you then.
2. St. Peters Parish/Jasper County Public Facilities Corporation:
I will report on the meeting scheduled to be held on Dec. 5.
3. Pinehaven Lane in the Tarboro Community:
The Jasper County Transportation Committee has been struggling with a road ownership/maintenance responsibility issue regarding this road, which they desire to fund for repair. I am assisting the Chairman of the Committee and Ms. Terry from the delegation office in clarifying the issue with SCDOT. Issue summary follows this report.
4. Angela Lloyd Property:
Understanding that Ms. Lloyd may have contacted you via social media about property taxes paid on property condemned by the County, I spoke with her directly about the issue on Nov. 23 and I have included information about the issue following this report.

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



Jasper County Council invites you to:

Holiday Luncheon

» ————— «
DECEMBER 7, 2022

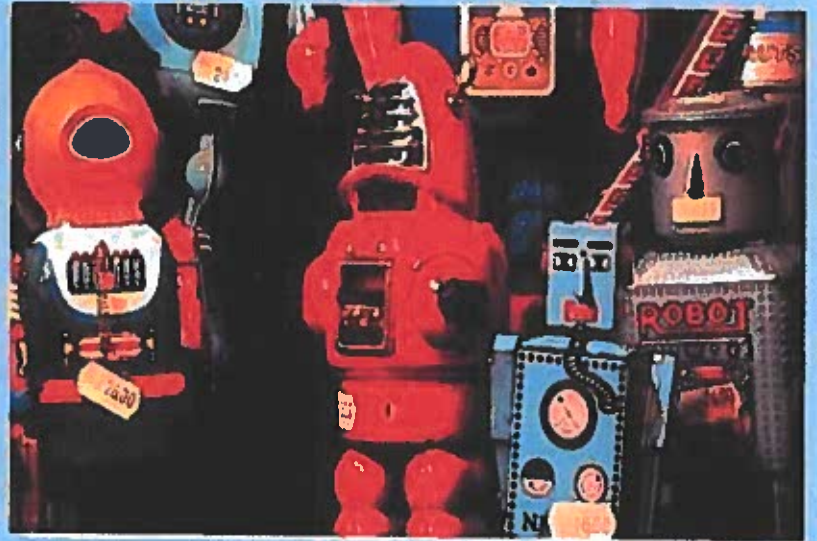
12:00 pm - 2:00 pm

County Council Chambers
358 Third Avenue, Third Floor

» ————— «
Please be sure to drop in to enjoy a holiday lunch, receive your gift card, and to help out the Antioch Educational Center by providing a toy to Jasper County children in need!

If you have any questions, contact
Miranda Graham at 843-717-3680 or
mgraham@jaspercountysc.gov

THE ANTIOCH EDUCATIONAL CENTER NEEDS YOUR HELP IN ORDER TO ASSIST MANY OF JASPER COUNTY'S CHILDREN BY COMING OUT AND BRINGING TOYS!!!



JOIN WSAV TELEVISION AS THEY FILM LIVE FROM AEC

Who can participate? Individuals, businesses, churches, social and service organizations

When: 4:00 to 6:00 p.m. – December 8, 2022

Where: 7557 West Main Street – Ridgeland, SC

Come help us provide smiles, fun, and happiness on Christmas morning for so many children who are members of Jasper County's low-income families. Just bring new unwrapped toys for our children. For questions, please call 843 – 645 – 9400.

**MINUTES AND RESOLUTIONS OF
A MEETING OF DIRECTORS OF
ST. PETERS PARISH/JASPER COUNTY PUBLIC FACILITIES CORPORATION**

A meeting of the Board of Directors of St. Peters Parish/Jasper County Public Facilities Corporation was held at 358 Third Avenue, Ridgeland, South Carolina, which was made available for attendance virtually, Monday, December 5, 2022, at 9:00 o'clock am. Those present at the meeting are listed in Exhibit A attached hereto.

Whereas upon the call to order, the following recitals and resolutions were made:

WHEREAS, St. Peters Parish/Jasper County Public Facilities Corporation (the "Corporation"), a South Carolina non-profit corporation, has from time to time developed and financed certain facilities on behalf of, and to be used by, Jasper County, South Carolina (the "County") according to the needs and in furtherance of certain public purposes of the County as established by the Jasper County Council (the "County Council"); and

WHEREAS, the County acting by and through the County Council is authorized and empowered under and pursuant to the provisions of Title 4, Chapters 1 and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, own, lease, and dispose of properties through which the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or expand in and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and

WHEREAS, the County Council have previously determined that it will promote the industrial development of the County, and will promote the location or expansion of manufacturing or commercial enterprises in the County, and that it is for the benefit of the economic welfare and economic improvement of Jasper County and its citizens, to facilitate the development and construction of a new industrial building (the "Industrial Building") on certain real property then owned by the County located in the Cypress Ridge Industrial Park, Ridgeland, South Carolina (the "Project Site"); and

WHEREAS, in order to facilitate the development and construction of the Industrial Building, the County Council have previously transferred the Project Site to the Corporation and authorized the financing and construction of the Industrial Building by the Corporation under certain terms and conditions; and

WHEREAS, the Corporation financed the Industrial Building from, among other sources, a loan of \$1,359,510.00 (the "Authority Loan") from the South Carolina Public Service Authority (the "Authority"); and

WHEREAS, the Corporation completed the construction of the Industrial Building and undertook the marketing of the Industrial Building and Project Site to commercial and industrial prospects in search of a location for their operations in order to promote the industrial development of Jasper County, and to promote the location or expansion of manufacturing or commercial enterprises in Jasper County for the benefit of the economic welfare and economic improvement of Jasper County and its citizens; and

WHEREAS, a prospective purchaser (the "Purchaser") of the Industrial Building and Project Site has been identified which intends to make a significant investment in Jasper County by purchasing and upfitting the Industrial Building for its manufacturing operation to be located at the Industrial Building and Project Site and to create a significant number of new jobs at its manufacturing operation to be located there; and

WHEREAS, mutually-agreeable terms and conditions of the sale of the Industrial Building and Project Site by the Corporation to the Purchaser, or to the County for the purpose of its sale to the Purchaser, have been memorialized in an Agreement of Purchase and Sale (the "Purchase Contract") by and between the County, by and through the Corporation, and the Purchaser, the form of which has been presented at this meeting; and

WHEREAS, the Corporation finds that the sale of the Industrial Building pursuant to the Purchase Contract shall result in substantial public benefit to the County and its citizens, both direct and indirect, by promoting the economic development of the County, by enlarging public resources within the County, by increasing the economic and industrial energies of the County, and by promoting the productive power of a greater number of the County's inhabitants through the recruitment of a commercial or industrial project to the industrial building on the parcel;

NOW, THEREFORE, IN MEETING OF THE BOARD OF DIRECTORS OF THE CORPORATION BE IT:

RESOLVED, that the Corporation hereby authorizes the sale of the Industrial Building and Project Site located on North Cypress Ridge Drive, in the Cypress Ridge Industrial Park, Ridgeland, South Carolina, to the Purchaser pursuant to the terms and conditions of the Purchase Contract, and authorizes the execution of the Purchase Contract by the Chairman of the Corporation and ratifies all actions taken by the Corporation to date in furtherance of the transactions contemplated herein.

RESOLVED, that the Authority Loan of \$1,359,510.00, and any and all other debts or obligations associated with the Industrial Building and Project Site shall be paid in full from proceeds of the sale of the Industrial Building and Project Site, and any notes, mortgages, or other evidence or security associated therewith shall be cancelled.

RESOLVED, that any proceeds of the sale of the Industrial Building and Project Site remaining after the repayment of the Authority Loan, Department of Commerce Grant, and any and all other debts or obligations associated with the Industrial Building and Project Site, including title to any land received as partial payment, shall be returned to the County.

RESOLVED, that, pursuant to the Custodial Agreement dated December 17, 2018, by and among the Corporation, the Authority, and the Custodian, and relating to the Authority Loan, shall be terminated and the balance of funds remaining in the Debt Service Reserve Fund Account held by U.S. Bank National Association, as custodian (the "Custodian") shall be returned to the County as soon as reasonably possible.

RESOLVED, that the Chairman is hereby authorised to execute and deliver, upon the advice of counsel, any and all such documents, agreements, and instruments as shall be necessary or appropriate to document the transactions contemplated herein.

RESOLVED, that the officers of the Corporation be, and they hereby are, authorised to do any and all other or further things, and to execute any and all other or further documents, all on behalf of the Corporation, as they, in their sole discretion, may deem necessary or desirable to effectuate the purposes of the foregoing resolutions.

Dated: December 5, 2022

Secretary-Treasurer

Chairman

EXHIBIT A
THOSE IN ATTENDANCE AT MEETING

Andrew P. Fulghum
Sheree Darien
Daniel E. Henderson

County (Required) Jasper

Municipality (Optional)

Street Name Pinehaven Ln

Map Satellite Search Box State R 3 State Rd S-27-31

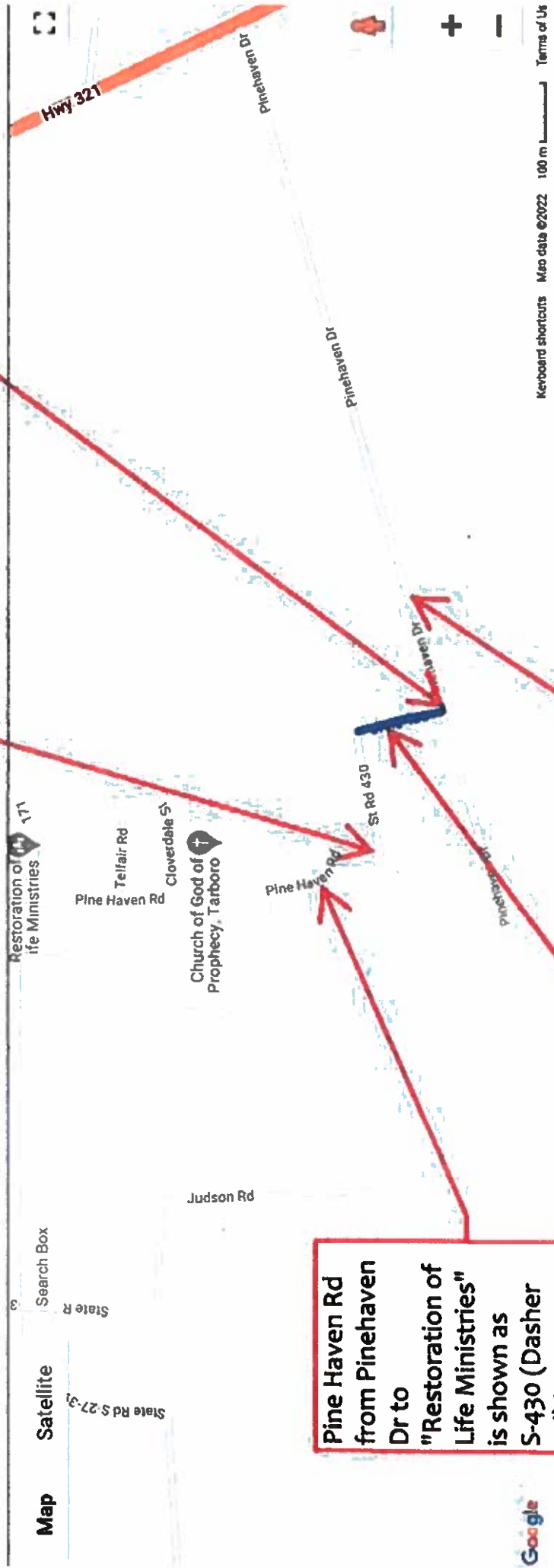
Photo IMG_1198 shows SCDOT secondary route signage for the road (St Rd 430); streetfinder shows this as Pinehaven Ln (Local). Who owns the section from Pine Haven Rd/Dasher Rd to the blue segment of Pinehaven Ln? Jasper County does not show this as part of their system.

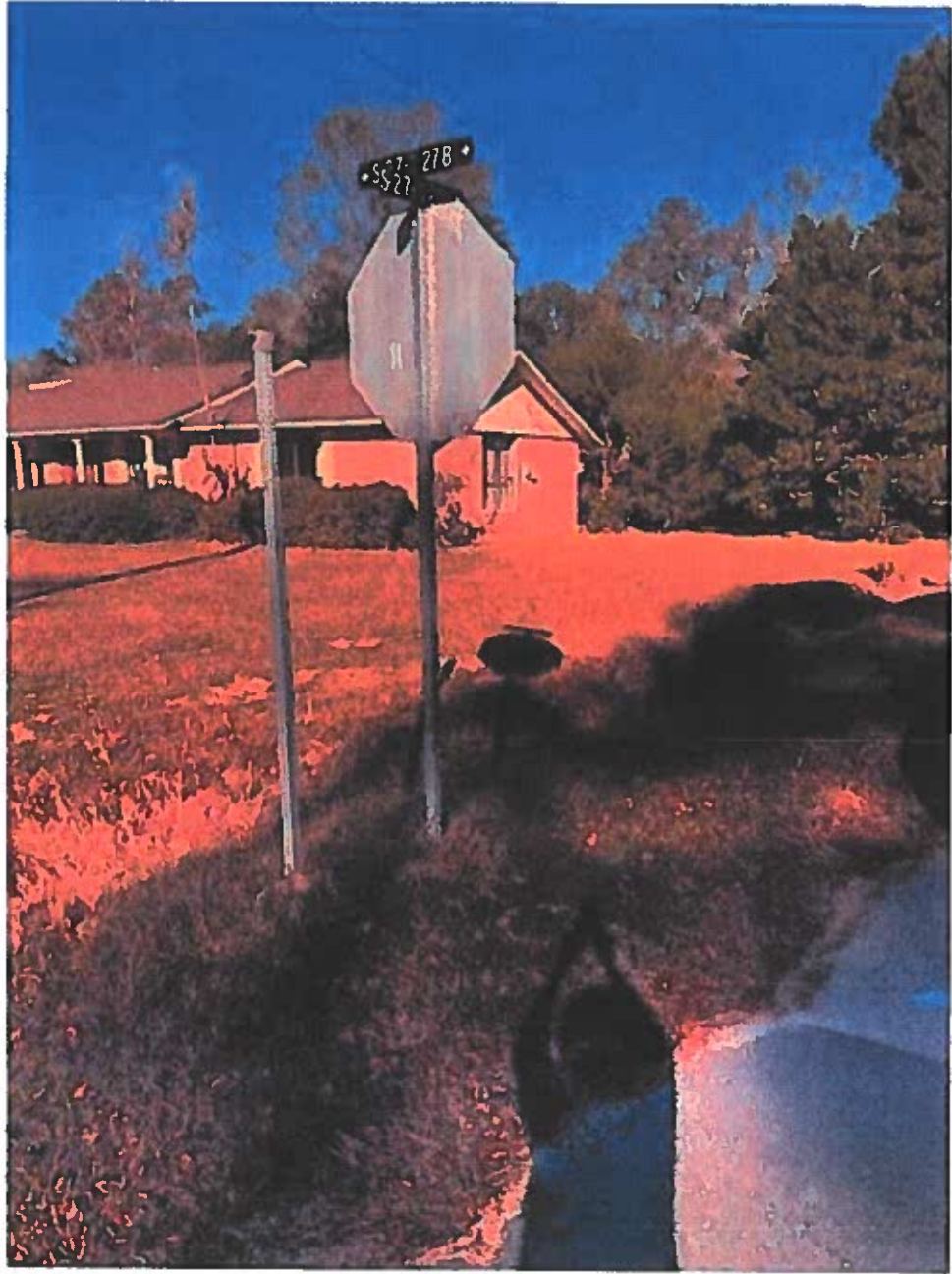
Photo IMG_1200 shows SCDOT's secondary route signage at this intersection which matches streetfinder

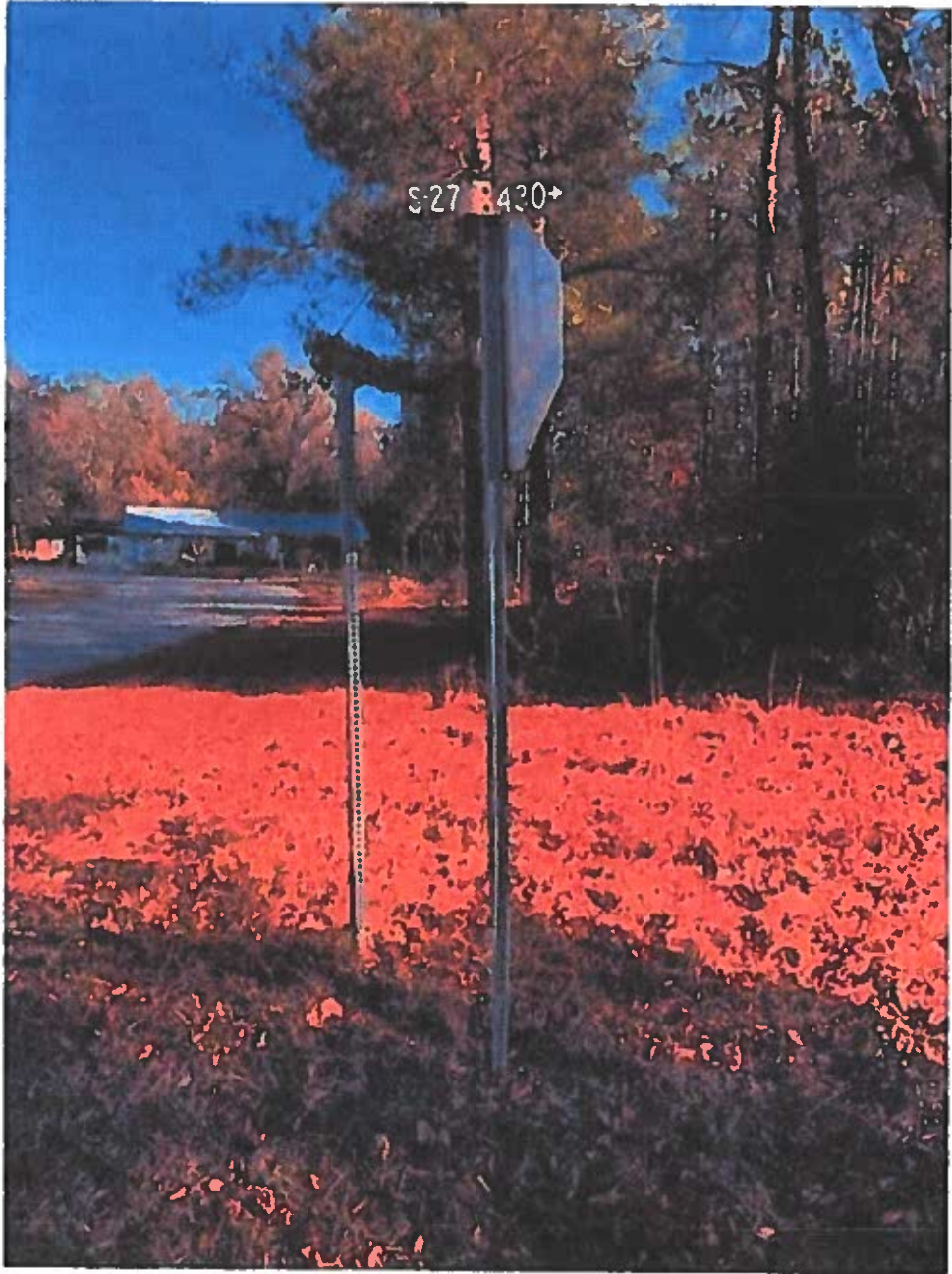
Pine Haven Rd from Pinehaven Dr to "Restoration of Life Ministries" is shown as S-430 (Dasher Rd) in streetfinder

Pinehaven Ln (blue portion) is shown as S-278 in streetfinder

Pinehaven Dr is shown as S-278 in streetfinder







S-27 430 →

Andrew Fulghum

From: Dominick, Paul A. <PDominick@nexsenpruet.com>
Sent: Tuesday, November 29, 2022 5:09 PM
To: David Tedder
Cc: Christopher Murphy; 'afulghum@jaspercountysc.gov'
Subject: Re: Angela Lloyd Property [IWOV-NPCHAR1.FID1045829]

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Blue Category

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

Thanks David. It was a small sum but the clients were upset about being taxed on the property. Thanks again for your help. Paul

Sent from my iPhone

On Nov 29, 2022, at 4:07 PM, David Tedder <dtedder@jaspercountysc.gov> wrote:

{EXTERNAL EMAIL}

Dear Paul:

I apologize for the tardiness of the reply, but it took me a while to find information on this so I could give a complete reply.

It appears from filings in the Circuit Court Condemnation that the Condemnation Notice and Tender of payment was filed in Circuit Court in November of 2016 (2016 CP-27-497). It is my understanding that under condemnation law, the County took possession in 2016. By my reasoning, taxes would no longer be due on the 8.70 acres being a part of TMS 063-16-01-001 (whose total size was 17.55 acres prior to condemnation).

Administratively, the Assessor's Office did not receive a notification for processing the carve out condemned until the Final Order of Dismissal dated July 22, 2020 was filed with the Register of Deeds, and that would have been processed for tax year 2021.

I have consulted with the Assessor, and requested a calculation of the taxes paid on the 8.7 acres for tax years 2016 through 2021. It is attached. As you can see, this property was taxed at approximately \$3.00 per acre, which yields a total overpayment over six years of \$159.11 for the 8.7 acres (approximately \$26.50 a year).

I am in the process of obtaining a refund check.

David L. Tedder
Jasper County Attorney
POB 420
Ridgeland, SC 29936
(843) 717-3688
(843)726-3240 (fax)
dtedder@jaspercountysc.gov

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From: Dominick, Paul A. <PDominick@nexsenpruet.com>
Sent: Tuesday, October 25, 2022 2:17 PM
To: David Tedder <dtedder@jaspercountysc.gov>; Christopher Murphy <cmurphy@rlattorneys.com>
Subject: RE: Angela Lloyd Property [IWOV-NPCHAR1.FID1045829]

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

David-

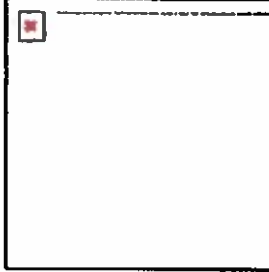
Angela Lloyd has been calling me about the taxes on the property referenced below that was condemned by Jasper County back in 2019 or 2020. See below. Apparently, she is still being taxed on the condemned property and the County never prepared a new plat. What do you know about this, and can you help me out?

Thanks,

Paul

Paul A. Dominick
Member

Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401
T: 843.577.9440, F: 843.414.8203
pdominick@nexsenpruet.com
www.nexsenpruet.com



<image002.png>



<Angela Lloyd Tax Table for TMO 063-16-01-001.pdf>

***** FIRM CONFIDENTIAL COMMUNICATION ***** This message is sent by a law firm and may contain information that is privileged or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments. If you reply to this message, Nexsen Pruet, LLC may collect personal information including your name, business name and other contact details, and IP address. If you have any questions, please contact Privacy@nexsenpruet.com.

**8.7 ACRES OF 063-16-01-001
 CONDEMNED IN 2016
 SIGNED BY JUDGE 2020
 FILED IN ROD 2022**

YEAR	TOTAL TAXES PAID	TOTAL ACRES	\$ PER ACRE	COUNTY ACREAGE	TOTAL DIFFERENCE
2016	57.62	17.55	3.28	8.7	28.56
2017	50.07	17.55	2.85	8.7	24.82
2018	50.21	17.55	2.86	8.7	24.89
2019	59.24	17.55	3.38	8.7	29.37
2020	51.51	17.55	2.94	8.7	25.53
2021	52.33	17.55	2.98	8.7	25.94
				TOTAL OWED	159.11



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 November 22, 2022 – December 5, 2022

1. **Pinehaven Lane:**
Reviewed emails and correspondence. Discussed with consulting engineer who is seeking clarification of ownership and maintenance responsibility with SCDOT. Conference call with Ms. Terry of the Delegation Office and Mr. Smith, Chairman of Transportation Committee, on Nov 22. Will report to Council with recommendation when staffed out.
2. **Orientation Sessions for Newly Elected Officials:**
Organized and attended meeting with staff on Nov. 22 to plan for orientation sessions.
3. **Ridgeland-Claude Dean Airport:**
Met with staff and consulting engineer on Nov. 28 to discuss airport capital projects and funding. MB Kahn's MPG for new apron scheduled for presentation to County Council at Dec. 5 County Council meeting. Reviewed emails from Sen. Davis, Rep. Herbkersman, and Sen. Bright-Mathews. Jointly prepared response. To be discussed with County Council at Dec. 5 County Council meeting.
4. **County-wide Impact Fee Study:**
Scheduled to meet with consultant and staff on Nov. 30 to discuss ~~final~~ road fee.
5. **Exit 3:**
Received status update from outside counsel on Nov. 22.
6. **FY Ended 2022 Annual Comprehensive Financial Report (ACFR):**
Reviewed draft report with Administrative Services Director and outside auditor on Nov. 29.

7. **Various Development Projects:**

Attended meetings with County staff, SCA staff, and outside counsel on Nov. 22 and Nov. 30 to review active economic development projects. Emails with outside counsel re: sale of Speculative Building # 4 and organization of Board of Directors meeting for the St. Peters Parish/Jasper County Public Facilities Corporation. Attended meeting with SCA staff and other County Administrators on Nov. 28 to discuss federal funding requests.

8. **Other Meetings/Events Attended or Scheduled to Attend:**

LATS Policy Committee meeting on Dec. 2, P.A.H. Community Center meeting on Dec. 2, and St. Peters Parish/Jasper County Public Facilities Corp. Board meeting on Dec. 5.

PRICED OUT

With rents unaffordable, the Charleston school district considers building teacher housing

BY DAVID SLADE DSLADE@POSTANDCOURIER.COM

NOV 13, 2022



The Charleston School District is looking at the potential for building housing for teachers on land the district owns. One site recommended for teacher housing is a roughly 5-acre wooded tract behind Mary Ford Early Learning & Family Center in North Charleston. Andrew J. Whitaker/Staff

AWHITAKER@POSTANDCOURIER.COM

As soaring rents make it increasingly hard to live in coastal South Carolina cities, some school districts and hospitality companies are creating housing for employees.

Efforts have been small and scattered so far, but that could change dramatically if the Charleston County School District follows through with a plan to build hundreds of rental housing units for teachers.

Two things are motivating the school district to consider the idea. The first is the difficulty in attracting teachers to an area where they would struggle to afford housing. The second is the fact the district already owns land where apartments could be built.

“Even a five-year teacher with a bachelor’s degree is not making enough to afford a home in our community,” said Bill Briggman, human resources director for the district. “When folks start to figure out what it will cost them to uproot and come to Charleston (for a job), the numbers just don’t work.”

A newly hired teacher in the Charleston district takes home just under \$2,500 monthly after taxes and payroll deductions, he said. That puts even a one-bedroom apartment beyond financial reach in many parts of the county.

Rents have increased by more than 35 percent in the past two years in

Charleston, Mount Pleasant and Myrtle Beach, according to Apartment List. The Zillow Observed Rent Index says mid-range rents in the tri-county Charleston area soared from \$1,459 in the summer of 2020 to \$1,963 this year.

School districts in several states, including **five districts in North Carolina**, have built housing for teachers, and some hospitality companies, including a resort on Hilton Head Island, have also built housing for employees. Teacher housing has been built on publicly owned land in Baltimore, Miami, San Francisco and other cities.



Charleston County School District Human Resources Director Bill Briggman. Provided

“We met with teachers,” said Josh Dix of the Charleston Trident Association of Realtors, who was part of a team that studied the issue for the Charleston school district. “We had a resounding response of, ‘Yes, this is a great idea.’ ”

Previously, the district’s practice was to sell land and buildings it no longer needed. One, the former Archer School on the Charleston peninsula, is now being redeveloped by the nonprofit Humanities Foundation as apartments for low-income seniors.

The idea of the school district using property it already owns to address teacher housing is new to the Charleston district, but it’s not far removed from the county’s ongoing effort to use county-owned property for affordable housing development.



NEWS

Huge rent increases have Charleston-area residents questioning if they should move

BY DAVID SLADE DSLADE@POSTANDCOURIER.COM

The county and city of Charleston have been creating affordable housing and have plans to do more. The Charleston Housing Authority also plans to create more housing for middle-income workers, as it replaces aging government housing properties with new and larger ones for people with a range of incomes.

Some housing created by local governments and nonprofit partners is restricted to seniors, and it’s all restricted by income, but none so far has been limited to people in certain professions. What the school district is considering is rental housing that would be set aside for teachers.

“Even if it’s just a project that would be for teachers, there’s a broader benefit to having more housing people can afford,” Dix said. “We feel this is a model that could be used in other places.”

NEWS

County restarts talks with Charleston Housing Authority about new apartments on peninsula



The idea is that the district could provide the land and partner with a developer that could take advantage of incentives and financing for housing. With the cost of land taken care of, the resulting apartments or townhomes could be rented at affordable rates.

“We are, indeed, very interested,” said Jeff Borowy, the district’s chief operating officer.

“I’ve met with the teachers of the year and met with principals to talk about what they think of it, and the feedback has been great so far,” he said. “It’s been overwhelming.”

Moultrie Middle School teacher **Jody Stallings**, who leads the advocacy group Charleston Teachers Alliance, said he knows teacher candidates have turned down jobs due to the cost of renting or buying in the area, but he has questions about the idea of building housing.

“How would we pick which teachers would get said housing?” he said. “I would also wonder, can’t you just raise the salaries?”

In October, a task force made up of current and former educators, along with district staff, recommended a \$10,000 pay increase for teachers, who currently start at \$43,150. Stallings said that such a pay raise along with a summer job would allow teachers to afford housing in the Charleston area.



Jody Stallings, Moultrie Middle School teacher and director of the Charleston Teachers Alliance. File/Provided

While the school district considers pay raises that could add millions to the district's budget, the idea of building housing for teachers is potentially something the district could achieve without direct costs.

"It may prove that this is too much of a unicorn and we can't pull it off," Dix said.

"We're trying to bring solutions to the table. We're trying to show them that, yes, this could work."

Land is the key

For school districts, an appealing factor is that they already own land, and land accounts for a large share of the cost of new housing.

The Fairfield County School District, a rural county north of Columbia, is using a 28-acre property owned by the district to build new three-bedroom houses for teachers. They will be rented for either \$500 or \$700 monthly depending on the house, said Sue Rex, head of the Fairfield County School District Education Foundation, which is leading the effort.

"Almost 70 percent of the people who work for the school district don't even live in Winnsboro," Rex said. "Either they can't afford it or they don't find what's available appealing."



An affordable rental community for teachers is set to start construction in Fairfield County. The rural school district hopes the development will serve as a recruitment tool for educators. Fairfield County School District Education Foundation/Provided

Work is expected to start in 2023 on the first nine houses. Nearly \$2.2 million of a \$99 million settlement Fairfield County won after the failure of the V.C. Summer nuclear power plant expansion project will go toward the housing plan and help start a scholarship fund.



COLUMBIA NEWS

Fairfield County schools building affordable housing to attract teachers

BY JESSICA HOLDMAN JHOLDMAN@POSTANDCOURIER.COM

The Saluda County School District took a stab at providing low-cost apartments for teachers in that rural county in 2009. With a \$150,000 state grant, six apartments were created above a downtown store, and for a while they provided homes for teachers.

Several years ago the property was sold, and Saluda County Schools Superintendent Harvey Livingston said that teacher housing is no longer available.

The study produced for the Charleston district looked at what Fairfield County schools are doing, and also at teacher housing initiatives in Baltimore, Miami and San Francisco.



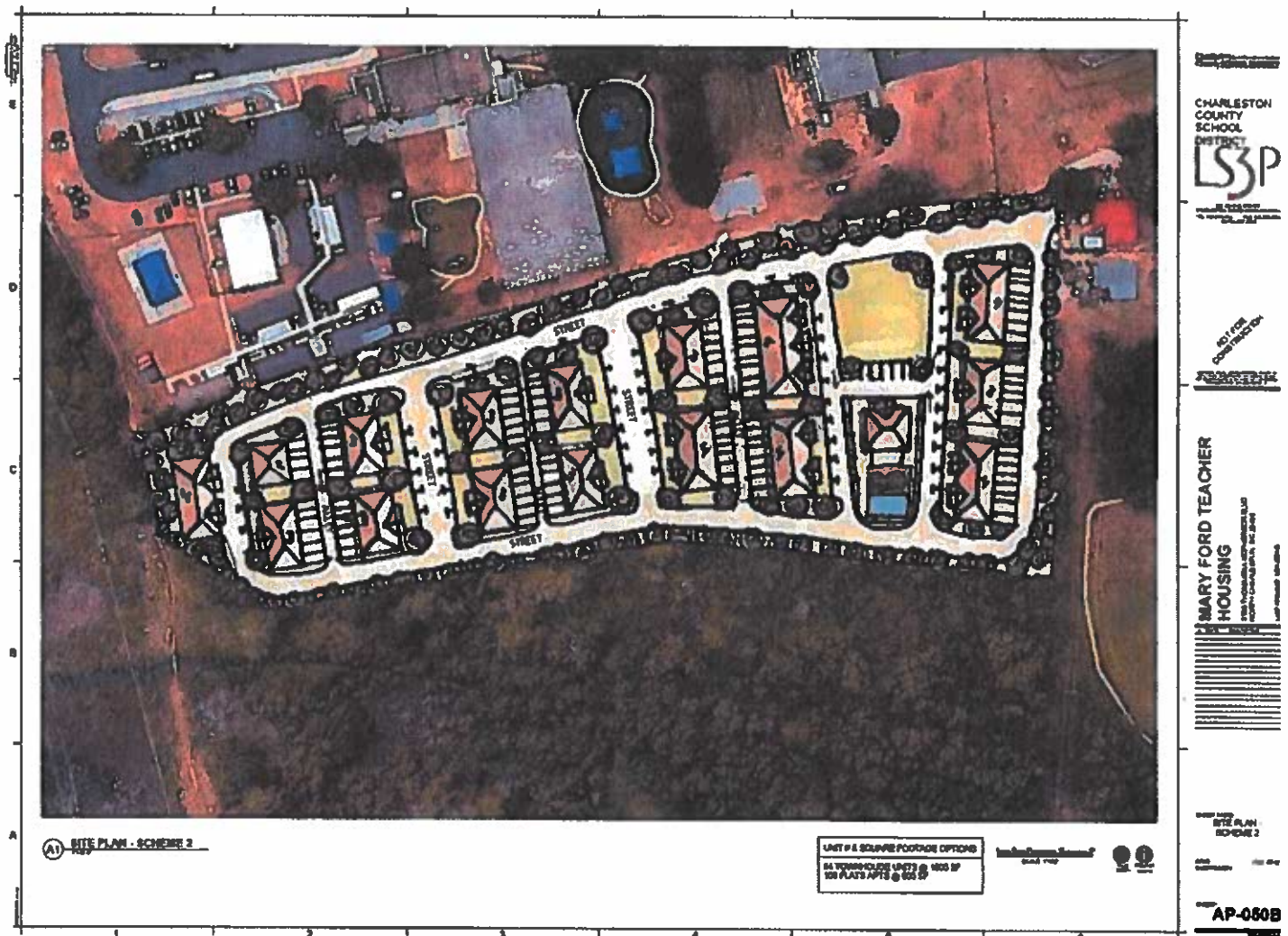
SPECIAL REPORTS

Lofty teacher digs Saluda County solved problem of limited educator housing

DIETTE COURRÉGE CASEY

In Charleston, the school district is looking at potential locations, including the now-vacant site of the former C.E. Williams Middle School on Butte Street near U.S. Highway 17 in West Ashley, and at more than 5 acres of land behind the Mary Ford Early Learning and Family Center near Azalea and Cosgrove avenues in North Charleston.

Together, those sites offer enough land to support as many as 380 apartments, according to the study. With the cost of land taken out of the equation, the study estimated apartments could be built for \$140,000 per unit, or townhomes for \$152,000, allowing for very affordable rents in the \$600 to \$800 range.



The potential for teacher housing on Charleston County School District land behind the Mary Ford school in North Charleston is shown in this image from a study prepared for the district. Provided

As in Fairfield County, those rental units could be shared, bringing the rent for each teacher to just several hundred dollars monthly.

“Land is over 50 percent of the project cost, we’ve found,” Dix said. “We sort of laid out for them (the school district) how to stack money and put these resources together so it wouldn’t be a cost to the school district.

“To make these projects work, you really need a public-private partnership to take advantage of tax incentives,” he said.

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The Hamlet

Housing affordability is a pressing issue facing communities across the country. Rising housing costs can have serious ramifications for residents' financial stability, access to employment centers, and quality of life. In the Charleston metro area, rapid population growth and a tightening housing market have fueled concerns about the region's affordability. A recent City of Charleston housing plan notes that the city's growth has led to "a housing crisis that has made the area an increasingly difficult place to live and afford for long standing residents."

As industry professionals, the Charleston Trident Association of Realtors® (CTAR) agree that our housing market is at crisis levels. However, we do not believe the issue cannot be properly addressed. We need collaboration if we are going to solve the housing dilemma that we find ourselves in. Collaboration with our community stakeholders, but most importantly, we need collaboration with our public and private sectors to address our housing needs.

The Charleston Trident Association of Realtors® (CTAR) has been involved in our region for over 100 years as the resource for real estate information. As part of our responsibility to the community, we continually study our local market. In order to identify the problem areas and provide policy solutions to address our housing shortfall, we conducting an in-depth examination of our market and market conditions. These finding were published at our Residential Market Update in January of 2022. There is not a single idea or silver bullet that will solve all our needs but a collective effort will provide for a stable housing environment.

An area for improvement is enhancing public-private partnership opportunities. With land costs rising and being a driver to unaffordable housing options, we sought creative ways to counter this trend. Local governments are some of the largest land owners in the community, with large tracts for potential uses, but not yet assigned a use. We believe that public assets, partnered with the development community, can yield more housing options than either can provide utilizing their own resources.

Charleston County School District (CCSD) is a government entity with properties for prospective school sites and parcels that do not meet the size standards of today's campuses. With teacher shortages being a real problem for CCSD and housing an issue for CTAR, we began discussing building a public-private partnership to address our housing needs and provide an incentive for teachers who are in their early career.

Through our analysis, we will show the need for more housing options in our region, identify policy solutions, land management strategies, examine various school districts and their attempts to address teacher housing, and options for the Charleston County School District to consider. The proposal considers two sites:

1. Mary Ford Elementary in North Charleston
2. C.E. Williams in West Ashley

However, this modeling can be used for additional sites in the CCSD portfolio.

In researching for this proposal, we examined projects in Baltimore, Fairfield County, SC, Miami, and San Francisco to understand what they are doing with regards to teacher housing. We also used local resources to understand the dynamics in the project such as this. We feel this is something that can be

The study prepared for the Charleston School District about the potential for using district-owned land to create affordable rental housing for teachers.

The study produced for the school district does not call for the district to provide any money for housing, just the land.

Briggman and Borowy said the district would not want to build or manage housing, but is intrigued by the idea of partnering with a developer who would.

“The model we are looking at is that the district would retain the land, but we would not like to manage the property,” Borowy said.

“I would expect demand would be pretty high,” he said. “We might have to have a lottery or a waiting list.”

Briggman said creating affordable housing wouldn’t address all the teacher compensation issues, but could help the district attract new teachers to the community.

Resort worker housing

The high cost of housing creates problems for many employers, not just school districts, and prompted a large hospitality company to build rental units for workers on Hilton Head.

The Sea Pines Resort is a 5,200-acre gated community that includes golf courses, tennis courts, restaurants, pools, and a mix of residences and short-term vacation rentals. Local, international and seasonal workers staff the resort.

Historically, an employee would help workers find housing during tourist season. But with the quality of accommodations going down and the cost going up, Sea Pines took matters into its own hands.

In 2018, it bought a storefront and vacant property outside its gates. Four years later, it opened a 16-unit complex with a clubhouse called Palmetto Village, designed to house 96 workers.

De-Mario Dixon, a senior server at the Quarterdeck Restaurant who is from Jamaica, is one of the residents. He said he authorized Sea Pines to take \$300 out of his paycheck every two weeks for the rent.

That rate is far below the average of about \$1,700 for a studio apartment on the island. Dixon shares his unit with six other people, who all have a private bedroom and bathroom, and share kitchen facilities and a clubhouse.



Palmetto Village is Sea Pines Resort's solution to the lack of affordable housing for its workers on Hilton Head Island. File/Kelly Jean Kelly/Staff

BY KELLY JEAN KELLY KKELLY@POSTANDCOURIER.COM

In an email to The Post and Courier, Sea Pines Director of Resort Development Cliff McMackin said the multimillion-dollar investment in Palmetto Village reflected the company's highly vested interest in its employees' well-being.

“If we can contribute to improvements to their quality of life, that positivity has a domino effect they bring to work, and our guests see it,” he said.

Dixon said the cost and convenience of Palmetto Village makes him want to return to Sea Pines next year, and bring friends.



REAL ESTATE

All public housing in Charleston to be replaced or renovated in sweeping initiative

BY DAVID SLADE DSLADE@POSTANDCOURIER.COM

Up the coast in Myrtle Beach, a study completed earlier this year concluded that a lack of lower-cost housing for workers in the industry, and for city employees, could become an increasing problem.

Myrtle Beach government officials have considered partnering with Habitat for Humanity of Horry County, but nothing has materialized yet. The nonprofit made its latest presentation to Myrtle Beach City Council in July after presenting the study’s findings at a February workshop.

The study’s recommendations include establishing a public-private local workforce housing fund, creating an overlay zoning district for workforce housing and starting a community land trust or land bank program.

“Ultimately, we need dedicated people to intentionally wake up every morning to address this problem,” Brian Tucker, assistant city manager, said at a July 12 council meeting.

Tucker said whether they select Habitat for Humanity of Horry County to oversee the initiative or national nonprofit Enterprise Community Partners, something needs to happen now.

“I think we all know what the real estate market is in the city,” Tucker said. “We know what rents are doing in the city, we know what supply is in the city, and we need to move as expeditiously, yet responsibly, as we can.”

Historically, the H-2B visa workers and international students that fill many peak season tourism industry jobs have been left to secure their own accommodations in local motels or apartments, which sometimes lead to unsafe situations.

In July 2021, a Myrtle Beach man was charged with housing workers in an apartment in his garage and later pleaded guilty to operating without a business license. A police report said the structure was not “acceptable by established standards.”

Worker villages of the past

The idea of employers building housing has a long and mixed history, including in South Carolina.

Many of the single-family homes in North Charleston’s popular Park Circle area were originally built in the early 1900s by the General Asbestos & Rubber Co. to house hundreds of GARCO workers.

During that era, mill villages were common in South Carolina, particularly around Upstate textile mills. From Mill Hill in West Columbia to the villages of Piedmont, where Greenville and Anderson counties meet, homes were routinely built by large employers such as textile and lumber mills to house their workers.

Mill villages, like coal mining villages that existed in other states, are often thought of today as places where the housing was shabby and workers were exploited by having to shop at overpriced company stores.

School districts and hospitality companies don’t want to replicate mill villages, but they do share one goal with the factory owners of a century ago: making sure the employees they need can live in the area.

Kelly Jean Kelly on Hilton Head Island and **Richard Caines** in Myrtle Beach contributed to this report.

ABOUT THE SERIES

Priced Out is an occasional series about the widespread impacts of soaring rents and the search for solutions.

With rents jumping 30 percent or more in just two years in some of South Carolina's largest cities, tenants are feeling the strain and business groups say it's getting harder to attract workers to the area.

Want to share your experience and contribute to the conversation? Email David Slade, at dslade@postandcourier.com

MORE INFORMATION

Small group compels Beaufort County Schools to remove nearly 100 library books

Editorial: Pursue teacher housing plan — in the open, with attention to details

Beaufort County voters approve new approach to land conservation

DAVID SLADE

David Slade is a senior Post and Courier reporter. His work has been honored nationally by Society of Professional Journalists, American Society of Newspaper Editors, Scripps foundation and others. Reach him at 843-937-5552 or dslade@postandcourier.com



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Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

November 29, 2022

VIA Electronic Mail Delivery

Faith L. Polkey, MD, MPH, Chief Executive Officer
Beaufort Jasper Hampton Comprehensive Health Services, Inc
721 Okatie Hwy
Okatie, South Carolina 29909

Re: Letter of Support

Dear Dr. Polkey:

On behalf of Jasper County, I am pleased to submit this letter of support for the application of Beaufort Jasper Hampton Comprehensive Health Services, Inc. (BJHCHS) for the following opportunity: RFGA Number: FY2023-RFGA-HV-304, Title: South Carolina Department of Health and Environmental Control, Housing Opportunities for Persons with AIDS (HOPWA) Funding, 2023-2024 Grant Year. We understand that BJHCHS is applying for HOPWA funding to serve Beaufort, Colleton, Hampton, and Jasper counties in SC. With this funding, BJHCHS proposes to continue the HOPWA Project Sponsor role initiated in 2016 to provide emergency housing assistance, supportive services, permanent housing placement, and transitional short-term housing subsidy for persons with HIV (PWH) who are homeless or at risk of becoming homeless.

BJHCHS has a long-standing history of cooperation and coordination with local government to address pressing service area needs. The health center has been providing comprehensive primary and preventive care throughout the region since 1969, and brings significant expertise in improving outcomes for PWH. Since 1998, BJHCHS has been the recipient of Ryan White Part C funding to operate an Early Intervention Services program. BJHCHS also began implementation of the local Part B and HOPWA programs in January 2016 when it assumed operations from the previous Part B and HOPWA grantee. BJHCHS also engages in a subcontract with Cooperative Health to provide RW Part D services to the women, infants, children, and youth (WICY) population. The

center is well known and trusted by local residents and has an established community presence and strong relationships with other providers and local stakeholders.

The success of the BJHCHS HOPWA Program coupled with its experienced staff, wide geographic reach, robust data reporting systems, and commitment to training and education supports the continuation of HOPWA services. As such, we express our clear support for BJHCHS to implement the HOPWA Program within our county's jurisdiction. Please do not hesitate to contact me if additional information is required.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a series of loops and a long horizontal stroke extending to the right.

Andrew P. Fulghum, ICMA-CM



**Lowcountry Area Transportation Study (LATS)
Policy Committee Meeting Friday, December 2nd, 2022, 9:30 a.m.
Meeting Location: In-Person TCL New River Campus Conference Room**

AGENDA

- 1. Call to Order.**
 - a. Pledge of Allegiance
 - b. Invocation
 - c. Introduction of Members, Guests and Staff
 - d. Designees
 - e. Action on October 7th, 2022, Meeting Minutes (Draft minutes attached.)

- 2. Committee Report.**
 - a. Report on October 31st, 2022 Technical Committee Meetings—Stephanie Rossi,
ACTION: Information

- 3. Project Updates.**
 - a. SCDOT Project Updates—Craig Winn/Megan Groves, SCDOT
ACTION: Information

 - b. Beaufort County Engineering Update—Jared Fralix, Beaufort County
ACTION: Information

 - c. Palmetto Breeze Update—Mary Lou Franzoni, Palmetto Breeze
ACTION: Information

- 4. New Business.**
 - a. FY 2023 Guideshare Increase—Stephanie Rossi
ACTION: Information

 - b. Transportation Alternatives Set Aside Program—Stephanie Rossi
ACTION: Information

 - c. Add ITS Plan to the LRTP & the FY 2021- FY 2027 TIP—Eric Claussen/Stephanie Rossi
ACTION: Endorse addition of new project to the LRTP & TIP

 - d. Move US 278 Corridor Study to first time band of LRTP and add to the FY 2021- FY 2027
TIP—Stephanie Rossi
ACTION: Endorse modification the LRTP and add project to the TIP



- e. **Add Programs for Exception People (Vehicle Purchase) \$70,000 of FTA Section 5310 funds to the FY 2022-2027 TIP for FY 2022—Stephanie Rossi**
ACTION: Endorse addition of new project to the TIP

5. Other Business.

- a. **State Infrastructure Bank Discussion —Jared Fralix, All**

- b. **TIP Correction: \$13,300,000 for Bridge Replacement construction at I-95 SB over SC 46 was moved from FY 2022 to FY 2024. —Stephanie Rossi**
ACTION: Information

- c. **TIP Correction: \$13,900,000 for I-95 widening construction from MM8 to MM21 was moved from FY 2022 to FY 2023. —Stephanie Rossi**
ACTION: Information

- d. **TIP Correction: I-95 at Exit 3, remove \$900,000 of SIB funding from PE phase in FY 2022. Increase funding for PE phase in FY 2023 from \$1,000,000 to \$3,400,000 for PE phase. Remove construction phase from FY 2025 and FY 2026. Add \$39,400,000 for Construction phase to FY 2024—Stephanie Rossi**
ACTION: Information

6. Public Questions via Facebook Live.

7. Next Meeting.

- a. **Friday, February 3rd, 2023**

8. Adjourn.