

AGENDA

ITEM # 10



Jasper County Clerk to Council

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

Wanda Giles
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	12.15.2025
Project:	Reappointment of two current members
Request:	To reappoint two current members to Jasper County Planning Commission
Reappointment of:	Sharon Ferguson
Reappointment of:	Thomas Jenkins
Recommendation:	Council approval of the reappointment of the 2 current members to the Planning Commission as presented.

Description:

We have two current Jasper County Planning Commission Members, Ms. Sharon Ferguson and Mr. Thomas Jenkins, with an upcoming expiring term date of 12.31.2025. Both Ms. Ferguson and Mr. Jenkins are willing to serve another term in office and have requested to be reappointed by the Jasper County Council for another 4-year term from 01.01.2026 until 12.31.2029. They have both diligently served on the Planning Commission and have served the Commission well during their term in office.

Thank you for your consideration.

Wanda Giles
Clerk to the Jasper County Council

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2025-67

**RESOLUTION OF JASPER COUNTY COUNCIL FOR THE
REAPPOINTMENT OF TWO REPRESENTATIVES TO SERVE ON THE
JASPER COUNTY PLANNING COMMISSION**

WHEREAS, Jasper County, the creator of the Jasper County Planning Commission as reflected in the Jasper County Code of Ordinances in Chapter 2, Article 4, Boards and Commissions, Division 1, Section 2-77 Standing Boards and Commissions and Special Committees Established, Paragraph A, Item 1, Jasper County Planning Commission; and

WHEREAS, Jasper County Council as noted in the Jasper County Code of Ordinances in Chapter 20, Planning and Development, in Article III Planning Commission in Section 20-42, Composition of the Commission; the Planning Commission shall consist of seven members appointed by County Council for terms of four years.; and

WHEREAS, there are two seats coming up for appointment or reappointment on the Jasper County Planning Commission for two members with term end dates of December 31, 2025; and

WHEREAS, Jasper County Council has received notification from current Planning Commission Member Sharon Ferguson and current Planning Commission Member Thomas Jenkins requesting a reappointment to their seat on the Planning Commission for an additional 4-year term; and

NOW THEREFORE, BE IT RESOLVED THAT as both current Planning Commission Members have been dedicated and essential members on the Planning

Commission Board, Ms. Sharon Ferguson and Mr. Thomas Jenkins are hereby reappointed by the Jasper County Council to serve on the Jasper County Planning Commission for a term of four (4) years for term dates of 01.01.2026 thru 12.31.2029.

ADOPTED THIS THE 15th DAY OF DECEMBER, 2025, and effective immediately, by Jasper County Council duly assembled.

John A. Kemp, Chairman

Attest:

Wanda H. Giles, Clerk to Council

Date: 11/18/2025

**BOARD, COMMITTEE AND COMMISSION
APPOINTMENT APPLICATION**



CITIZEN BIOGRAPHICAL SKETCH: Request for Appointment () or Re-Appointment (✓)
Please print or type this form

Board/ Committee Name(s): Jasper Co Zoning

Referred or Recommended By: Current Board Member

Name: Sharon Ferguson
FIRST MIDDLE LAST

Home address: 1389 Church Rd., Hardeeville, SC.

Mailing address (if different) P.O. Box 1267 Hardeeville, SC 29927

Telephone: n/a 843-338-6197
HOME BUSINESS CELL

Email Address: Sfergu1995@aol.com

Employer: FEMA

Employer Address: Washington, DC

Occupation: _____ Education: _____

Boards, Committee's, Civic Clubs, Etc. Planning Commission
(use back of sheet, or attach a sheet, if necessary)

Board Experience: Current Board Member on Planning Commission
(use back of sheet, or attach a sheet, if necessary)

Other Activities: _____
(use back of sheet, or attach a sheet, if necessary)

County Council District: n/a

Are you a registered voter: yes In what precinct do you vote: Hardeeville - 2

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

After being appointed you will receive a copy of the Boards and Committee Ordinance # 07-40, the Freedom of Information Act and a copy of the responsibilities and duties related to the Board or Commission that you volunteering to serve on. After appointment you agree to uphold and abide by the responsibilities to the best of your abilities. You acknowledge that you understand that the law and constitution of South Carolina provide for appointments by County Council because it is elected by the People. Council is thus answerable to the people and Boards; Committees and Commissions are answerable to the Council. The American system of checks and balances thus encourages and enables administration while constraining appointees for cross purposes with council. You further agree to be bound by the rules and regulations of Jasper County Council. This also acknowledges your understanding and agreement of all that you have read.

Applicant's Signature: [Signature]

Return via mail or email to:

Jasper County Council, Attn: Wanda Giles, Clerk to Council -PO Box 1149, Ridgeland, SC. 29936
or Via Email to: Email: wsimmons@jaspercountysc.gov

Date: 11-18-25



**BOARD, COMMITTEE AND COMMISSION
APPOINTMENT APPLICATION**

CITIZEN BIOGRAPHICAL SKETCH: Request for Appointment (☒) or Re-Appointment ()
Please print or type this form

Board/ Committee Name(s): Thomas Jenkins

Referred or Recommended By: Jasper County Council member

Name: Samuel Gregory
FIRST MIDDLE LAST

Home address: 157 Charlotte Rd. Ridgeland, S.C. 29936

Mailing address (if different) N/A

Telephone: N/A 843-226-8425
HOME BUSINESS CELL

Email Address: _____

Employer: Retired

Employer Address: N/A

Occupation: N/A Education: _____

Boards, Committee's, Civic Clubs, Etc. Member of the T.C. Planning Comm.
(use back of sheet, or attach a sheet, if necessary)

Board Experience: yes, I do have Board Experience.
(use back of sheet, or attach a sheet, if necessary)

Other Activities: _____
(use back of sheet, or attach a sheet, if necessary)

County Council District: N/A

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

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

After being appointed you will receive a copy of the Boards and Committee Ordinance # 07-40, the Freedom of Information Act and a copy of the responsibilities and duties related to the Board or Commission that you volunteering to serve on. After appointment you agree to uphold and abide by the responsibilities to the best of your abilities. You acknowledge that you understand that the law and constitution of South Carolina provide for appointments by County Council because it is elected by the People. Council is thus answerable to the people and Boards; Committees and Commissions are answerable to the Council. The American system of checks and balances thus encourages and enables administration while constraining appointees for cross purposes with council. You further agree to be bound by the rules and regulations of Jasper County Council. This also acknowledges your understanding and agreement of all that you have read.

Applicant's Signature: Thomas Jenkins

Return via mail or email to:

Jasper County Council, Attn: Wanda Giles, Clerk to Council -PO Box 1149, Ridgeland, SC. 29936
or Via Email to: Email: wsimmons@jaspercountysc.gov

AGENDA

ITEM # 11

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

RESOLUTION R-2025-68

A Resolution Approving the Use of Budgeted Funds for Supplemental Salaries; and Other Matters Related Thereto

WHEREAS, the Jasper County, South Carolina (the “**County**”) is a body corporate and politic of the State of South Carolina and as such possesses all the general powers granted by the Constitution of the State of South Carolina 1895, as amended (the “**Constitution**”), and statutes of the State;

WHEREAS, pursuant to Ordinance O-2025-14, as amended by Ordinance O-2025-28 (as amended, the “**Budget Ordinance**”), the Jasper County Council (the “**Council**”), as the governing body of the County, enacted a budget for the fiscal year beginning on July 1, 2025, and ending on June 30, 2026 (“**Fiscal Year 2025-2026**”), the provisions of which establish annual capital and operations budgets for County (together, the “**2025-2026 Budget**”);

WHEREAS, the 2025-2026 Budget appropriated the sum of \$472,100 toward Department 067-Treasurer, including salaries and wages of \$338,000 (generally “**Treasurer Budget**”);

WHEREAS, the County Treasurer has identified certain excess funds in the Treasurer Budget, and, consistent with Section 7 of the Budget Ordinance regarding funding transfers, wishes to transfer and use \$2,550 of excess salary and wages in the Treasurer Budget for year-end supplemental salaries (“**Bonuses**”) for five (5) County employees in recognition of their hard work and dedication this year; and

WHEREAS, the Council has reviewed such request and authorizes the requested transfer and payment as requested by the Treasurer as contemplated herein.

NOW THEREFORE, BE IT RESOLVED, by the Jasper County Council in a meeting duly assembled and by the authority of the same, as follows:

Section 1: The Council ratifies and confirms the findings described above.

Section 2 As contemplated by the Budget Ordinance and notwithstanding the authority delegated to the County Administrator therein, the Council authorizes transfer of appropriated funds within the Treasurer Budget as necessary to fund and timely pay the Bonuses. Such funding shall be administered through the County’s regular payroll process or such other manner as is necessary or convenient for County finance staff to implement the payment of the Bonuses as contemplated herein.

Section 3. This resolution shall take effect and be in full force immediately after its adoption by the Council.

DONE, RATIFIED AND ADOPTED this ____ day of December 2025.

(SEAL)

John A. Kemp, Chairman
County Council of Jasper County, South Carolina

Attest:

Wanda Hendrix Giles,
Clerk to County Council

Resolution R-2025-68
Adopted: December ____, 2025

Reviewed for form and draftsmanship by the Jasper County Attorney.

Pope Flynn, LLC

Date _____

AGENDA

ITEM # 12

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2025-69

**RESOLUTION OF JASPER COUNTY COUNCIL TO
APPROVE THE PURCHASE THE 60' X 60' MODULAR
BUILDING AND STEP/DECK CURRENTLY SERVING AS THE
AIRPORT TERMINAL, AND MATTERS RELATED THERETO**

WHEREAS, the Jasper County Administrator, the Jasper County Director of Development Services, and the Interim Airport Manager would like to purchase the 60' x 60' modular building and step/deck currently serving as the airport terminal; and

WHEREAS, the building and step/deck are leased from Aries Building Systems, LLC under lease #5182 dated December 14, 2021, and

Whereas, Aries Building Systems LLC has provided a sales agreement in anticipation of converting lease to sale transaction number 47198 effective December 3, 2025, for the purchase of the 60' x 60' modular office and step/deck (Exhibit A), and

WHEREAS, the purchase price is \$151,500.00 (excluding applicable sales tax) which is the equivalent of approximately 27 months of lease payments of \$5,456.87, and

WHEREAS, the County has sufficient funds available in the Airport Terminal Grant #22-RI-Jasper-006 grant and required match funds (255-074-3752) to purchase the modular building for continued use as the temporary airport terminal; and

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby authorizes the purchase of the 60' x 60' modular building with step/deck in an amount not to exceed \$166,000, including applicable sales tax; and

BE IT FURTHER RESOLVED THAT, the County Council authorizes the County Administrator, Mr. Andrew Fulghum, to negotiate and execute the purchase agreement.

SIGNATURES FOLLOW

This Resolution No. R- 2025-69 made this 15th day of December 2025.

John A. Kemp
Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

Jasper County Attorney

Date



SALES AGREEMENT
In Anticipation of Converting Lease to Sale Transaction
(Used Equipment)

Lessee/Buyer: Jasper County South Carolina
Ridgeland Claude Dean Airport
134 Airport Rd
Ridgeland, SC 29936

Lesssor/Seller: Aries Building Systems, LLC
17225 El Camino Real, Ste. 260
Houston, TX 77058

Equipment Description ("Equipment")	Serial No.:
60' x 60' Modular Office	SSI Serial #FSS 22481 A, 22842 B, 22483 C, 22484 D, 22495 E
Step/Deck	21-08-019-17

This Sale Agreement shall be effective: December 3, 2025

PURCHASE PRICE: \$ 151,500.00

REFERENCE: Lease Agreement by and between Lessee/Buyer and Lessor/Seller dated December 14, 2021 (herein the "Lease") Lease #: 5182 and Sale Proposal Quote No. 47198

WHEREAS, the parties hereto previously entered into the above referenced Lease that is in full force and effect;
WHEREAS, Buyer desires to purchase and Seller desires to sell the Equipment that is subject to the Lease and;
WHEREAS, it is understood and agreed between the parties that the Lease shall remain in full force and effect until such time as Buyer has paid the Total Purchase Price pursuant to the terms of this fully executed this Agreement.

To confirm this understanding, the parties hereto agree as follows:

CONDITIONS OF SALE:

- Lease To Sale Transaction:** The Seller agrees to terminate the Lease and sell the Equipment to the Buyer upon Buyer's full and final payment to the Seller of (1) the Total Purchase Price referred to above and (2) any outstanding rental payments and other monies due to the Seller under the terms of the Lease. The rental payments due under the Lease will be those payments due up to the date of the sale, which is the date the Total Purchase Price is paid in full. The Lease shall remain in full force and effect until such time as the aforementioned conditions have been met.
- Title to Equipment:** Seller hereby represents and warrants to Buyer that it has good and marketable title to the Equipment. The parties explicitly agree that title to the Equipment passes from Seller to Buyer only after Buyer has paid to Seller in good funds the Total Purchase Price and all outstanding amounts due under the Lease. Documents of title, if any, related to the Equipment will be provided to Buyer thirty (30) days after Seller has received Total Purchase Price and all outstanding amounts due under the Lease.
- Contingent Security Interest:** In the event this Agreement is deemed to be a sale prior to full payment of the Total Purchase Price and all amounts due under the Lease, then Buyer grants to Seller a security interest in the Equipment until such time as Seller has received the Total Purchase Price and outstanding rental amounts for the Equipment. Prior to the payment of the Total Purchase Price, Buyer hereby appoints Seller or its agents or assigns as Buyer's attorney-in-fact for the purpose of executing U.C.C. financing statements on behalf of Buyer, and to publicly record such statements to protect Seller's interest in the Equipment. If Buyer fails to pay the Total Purchase Price or any other payment due hereunder as or when due or fails to perform any other term and condition of this agreement, then such failure shall constitute an Event of Default. If an Event of Default occurs, the anticipated Sale transaction is null and void, and Seller may do any or all of the following: (1) terminate this Agreement; (2) repossess any or all of the Equipment and bring an action against Buyer for any deficiency to recover the full benefits of its bargain under this Agreement or any other theory of recovery; and (3) pursue any other remedy allowed at law or in equity. Seller is entitled to further recover from Buyer all costs and expenses, including all attorneys' fees, incurred in the enforcement of this Agreement.



4. **Condition of the Equipment:** The Equipment described herein has been previously utilized and is being purchased by Buyer in **USED** condition. There shall be no warranty by Seller in respect of the Equipment whatsoever. Seller disclaims any and all warranties, express or implied, related to the Equipment. Seller makes no representations as to the Equipment's compliance with any federal, state, municipal or local building codes, zoning ordinances, rules, laws, or other types of regulations or use codes.

4.1 **Exclusions Of All Warranties:** IT IS ACKNOWLEDGED AND AGREED BY BUYER THAT ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED RELATED TO THE EQUIPMENT, ARE SPECIFICALLY EXCLUDED FROM THE TRANSACTION AND THAT THE SALE IS "AS IS" "WHERE IS" AND "WITH ALL FAULTS." SELLER IS PROVIDING NO WARRANTY AND MAKES NO REPRESENTATIONS WITH REGARD TO THE CONDITION OF THE SUBJECT EQUIPMENT WHATSOEVER.

5. **Risk of Loss: Further Liability:** As outlined in the lease, all risk of loss and liability is with Buyer. Following the sale of the Equipment, all risk of loss or damage to the Equipment is and shall remain with Buyer. In addition, Buyer hereby indemnifies Seller and agrees to save, defend and hold Seller harmless against all losses, damages, liability, costs and expenses (including attorney's fees), as a result of any actions, claims, or demands arising out of this Agreement or related to the Equipment.

6. **Performance:** This Agreement will become null and void if the Buyer has not fulfilled all of its obligations hereunder within sixty (60) days after its execution by both parties.

7. **Miscellaneous:** (a) This Agreement and the Lease are the only operative agreements between the parties with respect to their subject matter. With regard to the sale of the Equipment, this Agreement shall control and supersede any language contained in any other document, such as an invoice that may be provided solely as a convenience to Buyer. This Agreement and the Lease may be amended only in writing and signed by a duly authorized representative of each party. (b) This Agreement shall be governed by and construed in accordance with the laws of the State where this Agreement is performed. Seller and Buyer hereby consent to the jurisdiction of the state or federal courts having jurisdiction in the county where the Agreement is performed for the enforcement of this Agreement. To the extent permitted by law, Buyer waives any and all rights to and/or claims of governmental and sovereign immunity for purposes of enforcement of this Agreement. (c) Each party represents and warrants that this Agreement is valid and binding, is duly authorized by appropriate corporate action and/or board approval, and that the person signing below has authority to bind the respective party to the Agreement. (d) Time is of the essence with respect to the performance of this Agreement. (e) Buyer shall not assign its rights or obligations under this Agreement without the written consent of Seller. (f) All notices related to this Agreement shall be in writing and mailed certified mail, return receipt requested, to the other party at its address stated herein. (g) The parties hereby covenant and agree that Seller may rely on an electronic signature of Buyer on this Agreement and/or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. The electronic transmission by Buyer to Seller of this Agreement signed by Buyer shall be deemed to be the original Agreement for all purposes.

BUYER: JASPER COUNTY SOUTH CAROLINA

SELLER: ARIES BUILDING SYSTEMS, LLC

By: _____

By: _____

Printed Name/Title

Printed Name/Title

Date: _____, 2025

Date: _____, 2025

AGENDA

ITEM # 13

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2025-70

**RESOLUTION OF JASPER COUNTY COUNCIL TO
APPROVE THE SOLE SOURCE PROCUREMENT OF
PEDIATRIC MEDICATION SOFTWARE AND RELATED
SERVICES FOR JASPER COUNTY EMERGENCY SERVICES
DIVISION PURSUANT TO THE JASPER COUNTY
PURCHASING AND CONTRACTING ORDINANCE, AND
MATTERS RELATED THERETO**

WHEREAS, the State of South Carolina Department of Public Health distributes state appropriated EMS funds in accordance with Section 31.7 of the Part IB Provisos of the 2024-2025 Appropriations Act; and

WHEREAS, the funds must be utilized for the purpose of improving and upgrading the Emergency Medical Services system throughout the state; and

WHEREAS, the monies allocated to the Counties are for the purpose of improving or upgrading the local EMS system through the licensed ambulance services; and

WHEREAS, Jasper County's allocation for Fiscal Year 2024-2025 is determined to be \$7,453.76; and

WHEREAS, the Director of Emergency Services has identified an appropriate use of the allocated funds, Handtevy Pediatric Resuscitation System, which will improve pediatric emergency outcomes by providing EMS professionals with rapid access to accurate medication dosing, equipment sizing, and treatment protocols; and

Whereas, the Jasper County Emergency Services Division has used a similar system for approximately two decades, the Handtevy System, is the only system that provides allows healthcare providers to create custom medication and equipment guides tailored 100% to their pediatric protocols during pediatric calls for service; and

WHEREAS, Section 2.411, Article V Purchasing and Contracting Ordinance of Jasper County Code of Ordinances provides that "a contract may be awarded for a supply, service, or construction item without competition when the chief purchasing officer determines, in writing, with the consent of the county

administrator, that there is only one source for the required supply service or construction item.”

WHEREAS, the chief purchasing officer has determined, with the consent of the county administrator, that there is only one source for a pediatric medication management software that will address children from premie to age 13, and include adults as well and that will provide a mobile platform that can integrate in the ePCR for data collection; and

WHEREAS, there are sufficient funds in the current fiscal year 2026 Emergency Services Budget in the Equipment line item (010-056-2430), to pay the difference not to exceed \$3,700 (including appropriated sales tax) in the cost of the software system, \$10,118.34, and the appropriation from the Department of Public Health, \$7,453.76; and

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that the requirements of Article V, Sec. 2-411 are met and hereby approve the purchase of Handtevy Pediatric Resuscitation System, as described in Exhibit A; and

BE IT FURTHER RESOLVED THAT, the County Council authorizes the County Administrator, Mr. Andrew Fulghum, to execute the purchase agreement.

SIGNATURES FOLLOW

This Resolution No. R- 2025-70 made this 15th day of December 2025.

John A. Kemp
Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

County Attorney

Date



Jasper County Emergency Services

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

Ridgeland, SC 29936

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



Chief Russell W. Wells, Director

3, April 2025

To: Honorable County Council

Cc: Andrew Fulghum, Administrator
Kimberly Burgess, Chief Finance Officer

Re: Request for Pediatric Emergency Care Software

Dear Council,

Pediatric emergencies constitute approximately 3.4% of our EMS calls. Pediatric calls for service are low frequency high consequence emergencies. To enhance the quality and efficiency of care provided during these critical situations, we have evaluated the Handtevy Pediatric Resuscitation System. Handtevy is a comprehensive, customizable platform designed to improve pediatric emergency outcomes by providing EMS professionals with rapid access to accurate medication dosing, equipment sizing, and treatment protocols. This is a sole source software company. While there exists another system for pediatric prehospital guidance: Broslow. We have utilized Broslow for the past two decades. Our comparison finds that the Handtevy software provides us a more robust option for improved encounters during pediatric calls for service.

Objective: Implement the Handtevy system to standardize and streamline pediatric emergency care, thereby reducing medication errors, decreasing treatment times, and improving overall patient outcomes.

Key Features of Handtevy:

Rapid Dosing in Volume: Allows providers to quickly determine the correct medication dosages based on the patient's age or weight, minimizing calculation errors.

- **Equipment Guidance:** Offers immediate recommendations for appropriate equipment sizes, ensuring accurate and efficient treatment.
- **CPR Assist:** Provides real-time CPR guidance with timers and audiovisual cues to support high-performance resuscitation efforts.
- **Protocols & Checklists:** Integrates agency-specific protocols and checklists within the app, promoting adherence to best practices during emergencies.
- **Seamless Integration:** Handtevy integrates with leading electronic patient care reporting (ePCR) systems, facilitating real-time documentation and reducing redundancy.

Benefits:

- **Enhanced Patient Safety:** By providing precise, age-appropriate dosing and equipment information, Handtevy significantly reduces the risk of medication errors and improves treatment accuracy.
- **Increased Provider Confidence:** Access to real-time, evidence-based guidance empowers EMS personnel to deliver pediatric care with greater confidence and competence.
- **Operational Efficiency:** Streamlining the pediatric treatment process decreases on-scene time, allowing for more efficient use of resources and improved response capacity.

Budget Overview: Jasper County Emergency Services has received a grant from the state of South Carolina. The funds are in the amount of \$7,453.76. The cost of the software is \$10,118.34. Our current budget will support the difference in the acquisition of the software. Costs encompass the procurement for software licensing, customization to align with our EMS protocols, comprehensive training for all EMS personnel, and necessary durable equipment such as the Handtevy Pediatric Bag.

Sincerely,

Russell W. Wells



RECEIVED

OCT 22 2024

DIIEC
BUREAU OF EMS

September 20, 2024

Jasper County
Attention: Andrew Fulghum, County Administrator
358 3rd Avenue, Ste. 304
Ridgeland, South Carolina 29936

Re: EMS – GIA Funds SFY2025

Dear Mr. Fulghum:

The South Carolina Department of Public Health ("DPH") distributes state appropriated EMS funds in accordance with Section 31.7 of the Part IB Provisos of the 2024-2025 Appropriations Act. The funds must be utilized as outlined in this document and for the purpose of improving and upgrading the Emergency Medical Services system throughout the state. The monies allocated to the Counties are for the purpose of improving or upgrading the local EMS system through the licensed ambulance services. The funds are allocated in accordance with the following methodology or formula: 50% of the funds appropriated will be allocated equally among the 46 counties in SC and the remaining 50% will be allocated based on the proportion of the population in each county. **Jasper County's** allocation for Fiscal Year 2024-2025 is determined to be **\$7,453.76**.

Proviso 117.21 in the Miscellaneous Provisions section of the Act states: "Each state agency receiving funds that are a direct appropriation to a non-profit organization, prior to disbursing the funds, shall require from each recipient organization a plan of how the state funds will be spent and how the expenditures will provide a public benefit. The Executive Budget Office, Department of Administration shall provide each state agency with a standard



form for collecting the information required. After receiving the funds, non-profit organizations shall provide quarterly spending updates to the respective state agency. After all state funds have been expended, each organization shall provide an accounting of how the funds were spent, including an accounting of funds provided to subgrantees and affiliated non-profits." Please visit our website, <https://dph.sc.gov/professionals/healthcare-quality/contribution-and-distribution-expenditure-program>, to download the required forms. Your first quarterly spending update will be due January 15, 2025, and quarterly spending update shall end after all funds have been expended and a final quarterly spending update has been provided.

Disbursement of these funds will take place once we receive the signed agreement and the completed Disbursement Request Form. No funds shall be disbursed to organizations or purposes which practice discrimination against persons by virtue of race, creed, color, or national origin.

In addition to these requirements, Proviso 31.7 allows local matching funds to be provided by the recipients of the allocations. In order to meet these requirements, we will need the following:

1. Documentation that the receiving party meets the 5.5% matching amount and a description of the local matching funds.

Please remember to timely submit such information to DPH should your organization receive EMS funds.

Code Section 11-9-110 requires that an organization receiving funds submit to the Executive Budget Office and the Revenue and Fiscal Affairs Office by the end of the fiscal year (June 30, 2025) a detailed statement explaining the nature and function of its organization as well as a detailed statement explaining the use that was made of the funds. Funds will not be distributed to an organization until it agrees in writing to allow the State Auditor to audit or cause to be audited the Funds.



It is preferred that the above documentation be sent electronically to EMSGIA@DPH.SC.GOV. If that is not feasible, please mail to **Mary Neely, Grant in Aid, DPH Division of EMS, PO Box 101106, Columbia, SC 29211.**

Please contact Mary Neely at (803) 545-4273 or email at EMSGIA@DPH.SC.GOV if you have any questions or need further assistance.

Sincerely,

Gwen Thompson
Director of Healthcare Quality

I agree to provide the required documentation outlined in this letter. I agree to allow the State Auditor to audit or cause to be audited the funds. I am a representative of **Jasper County**, authorized to legally commit this organization.

Andrew P. Fulghum, County Administrator

Print Name (Authorized Party)

Signature (Authorized Party)



Quote

Company Info: Pediatric Emergency Standards, Inc.
11860 W. State Road 84 Suite B1
Davie, FL 33325

Expiration Date: 4/6/2025
Quote Number: Q-17605

Phone: (954) 944-1114
FAX: (954) 653-3792

Account Name: Jasper County Fire-Rescue
Account #: 101657

Client Contact:
Account Rep: Lyra Tanner

Bill To: 1509 Grays Highway
Ridgeland, SC

Ship To: 1509 Grays Highway
Ridgeland, SC

Product Code	Description	Quantity	List Price	Unit Price	Total
HMPS25	Customization and Setup for Handtevy Mobile (One Time Fee)	1.000	\$1,990.00	\$1,990.00	\$1,990.00
HMPA25	Annual access to Handtevy Mobile. Access to Medication Management Software, Unlimited Clinical Updates Included, Clinical and Technical support	1.000	\$7,050.00	\$7,050.00	\$7,050.00
QST25	Handtevy Quick Start Training includes: - One Virtual Hybrid Handtevy Instructor Course Seat - Maximize Handtevy Mobile User Workshops - Live - Handtevy Administrator Workshops - Live	1.000	\$599.00	\$599.00	\$599.00
HPB004	Length-based measuring tape	9.000	\$50.00	\$50.00	\$450.00

Subtotal \$10,089.00
Total Price \$10,089.00
Tax \$0.00
Shipping and Handling \$29.34
Total \$10,118.34

To place an order, please email or fax a copy of the signed Quote and Purchase Order to:
accounting@handtevy.com or (954) 944-1114.

PES requires execution of a Purchase Order for all sales above \$5,000 before applicable freight and taxes. The undersigned, on behalf of Customer, represents that he or she has the authority to sign this Quote and/or Purchase Order, and is bound hereby and agrees to the terms, conditions and pricing denoted and attached. Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Customer may provide PES with a tax exemption certificate, if applicable.

It is our customers responsibility to provide the most up-to-date and accurate protocol set. Additional fees will apply in the event a protocol set was submitted in error once customization has been initiated.

<hr/> (Print Name)	<hr/> (Title)
<hr/> (Authorized Signature)	<hr/> (Effective Date)

November 6, 2025

RE: Sole Source Letter – Handtevy Mobile System

To Whom It May Concern,

This letter serves to confirm that Handtevy is the sole source provider of the Handtevy Mobile System. Following a comprehensive review of the marketplace, it is evident that no other solution offers the combination of clinical credibility, operational customization, accredited education, and deep technological integration allowing healthcare professionals to treat patients rapidly and with confidence.

Why Handtevy Is Sole Source:

1. Evidence-Based With Published Results

Handtevy is the only resuscitation platform with peer-reviewed, published clinical data demonstrating improved medication dosing accuracy (up to 89.4%) and enhanced outcomes in real-world emergencies.

2. Accredited Training for Hospital and Field-Based Providers

Handtevy is the only solution offering CAPCE-accredited training, delivered by Handtevy-employed clinicians. Our education supports both pre-hospital and in-hospital providers, ensuring consistency and competence across the continuum of care.

3. Extensive ePCR Integration Across the Industry

Handtevy is integrated with over 12 leading ePCR platforms, allowing for seamless documentation, workflow alignment, and real-time data capture. Handtevy's broad integration footprint ensures that agencies can implement the system effectively.

4. Fully Customizable Medication & Equipment Guides

Our proprietary Medication Management Software allows every agency to create 100% customized medication and equipment guides to serve as a back up to the mobile platform supporting both redundancy and flexibility in care delivery.

5. Hybrid Age- and Length-Based Dosing

Handtevy is the only platform to support both age-based and length-based dosing, allowing clinicians to select the most appropriate method in real time. This hybrid model improves accuracy and speed under pressure and is unmatched in the industry.

6. Integrated Age-Based Equipment Bags

The Handtevy Bag is the only equipment solution that aligns precisely with the dosing logic used in our software and printed guides. The age-based layout improves access, speed, and confidence in high-acuity scenarios.



Office: 945.944.1114 ext 1000
11860 W. State Road 84, Suite B1
Davie, FL 33325

7. 24/7 Support From Handtevy's Full-Time Clinical Experts

Every Handtevy customer is supported by a dedicated team of full-time Handtevy employees, including physicians, nurses, paramedics, and pharmacists. Our support team is available 24/7. This level of continuous, expert support is unique in the industry and ensures that agencies are never without guidance when it matters most.

If any additional documentation is needed or questions arise, please don't hesitate to contact us directly.

Respectfully,

A handwritten signature in black ink, appearing to read "Allison Antevy".

Allison Antevy
President & CEO

AGENDA

ITEM # 14

STATE OF SOUTH CAROLINA
JASPER COUNTY

RESOLUTION NO. **R-2025-71**

A RESOLUTION OF JASPER COUNTY COUNCIL TO APPROVE AND ADOPT AN ASSESSMENT COLLECTION AND DISBURSEMENT AGREEMENT AMONG THE JASPER COUNTY, JASPER COUNTY TREASURER, JASPER COUNTY AUDITOR, AND THE CITY OF HARDEEVILLE (HILTON HEAD LAKES WEST IMPROVEMENT DISTRICT); AND OTHER MATTERS RELATED THERETO

WHEREAS, counties and municipalities are authorized to enter into contractual intergovernmental agreements by S.C. Ann § 4-9-40; and

WHEREAS, § 6-1-20 of the Code of Laws of South Carolina 1976, as amended, provides that local governments, including counties, municipalities and special service districts, may enter into contractual agreements with each other to provide joint public facilities and services when considered mutually desirable, and for the governing body of each local government entering into such agreements for joint public to approve the contractual agreement and be parties thereto; and

WHEREAS, as more particularly detailed in the attached “Assessment Collection and Disbursement Agreement”, the City of Hardeeville, South Carolina (the “City”) has created the “Hilton Head Lakes West Improvement District” (the “MID”), a Municipal Improvement District created under the Municipal Improvement District Act of 1999, codified at Title 5, Chapter 37 of the Code of Laws of South Carolina 1976, as amended (the “MID Act”), that allows for the creation and imposition of assessments against properties within the MID, which are to be billed and collected in the same manner as *ad valorem* taxes (“Assessments”); and

WHEREAS, similar to the arrangement between the City and the County for other City-created municipal improvement districts under the MID Act, the City desires that the County bill and collect the Assessments on an annual basis, and transfer such Assessments to the City; and

WHEREAS, the County, through its Assessor and Delinquent Tax Collector, and the County Auditor and the County Treasurer, have the authority and consistent with prior agreements to collect *ad valorem* property taxes, fees, and assessments, are willing to provide for and implement the billing, collection, and disbursement (as applicable) of the Assessments in the MID under the terms of that certain Assessment Collection and Disbursement Agreement (Hilton Head Lakes West Improvement District), the form of which is attached hereto as Exhibit A (the “Collection Agreement”); and.

NOW THEREFORE BE IT RESOLVED, by Jasper County Council in a meeting duly assembled and by the authority of the same, as follows:

Section 1: The Jasper County Council ratifies and confirms the findings described above.

Section 2: The Collection Agreement, the form of which is attached hereto as Exhibit A and incorporated herein by reference, providing for the terms and conditions by which the County, the County Auditor and the County Treasurer will levy and collect the Assessments, is authorized and approved. The County Administrator of Jasper County is authorized to execute, and the Clerk to Council to attest the execution of the Collection Agreement. Similarly, the County Auditor and the County Treasurer are authorized to execute, with necessary witnesses to attest the same, the Collection Agreement. Upon execution and attestation by the foregoing parties, the County Administrator, on behalf of the County, the County Treasurer and the County Auditor, shall deliver the same to the City. In connection with the foregoing authority to execute and deliver the Collection Agreement, the County Administrator, County Auditor and County Treasurer, respectively and as applicable, with the assistance or advice of legal counsel, are further authorized to approve such non-substantial changes in the form, terms, and provisions to the Assessment Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby, so long as such changes do not materially and adversely affect the rights of the County thereunder.

Section 3 In connection with the execution and delivery of the Collection Agreement, the County Administrator, County Treasurer and County Auditor, respectfully, are additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as they (collectively or individually) shall deem necessary or advisable in order to carry out the transactions contemplated by this Resolution or the Collection Agreement. Any actions previously undertaken by the County Administrator, County Treasurer and County Auditor, Jasper County Council or County staff in connection with the execution and delivery of the Collection Agreement prior to the enactment of this Resolution are ratified and confirmed.

Section 4 If any one or more of the provisions of this Resolution should be contrary to law, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of the other provisions of this Resolution.

Section 5 Nothing in this Resolution shall be construed to affect any suit or proceeding impending in any court, or any rights acquired or liability incurred, or any cause 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 Resolution.

Section 6 All resolutions or parts of any resolutions inconsistent or in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict or inconsistency.

Section 7 This Resolution made effective as of the date hereof, and the Collection Agreement shall be effective upon the full execution and delivery of the same by the County and all counterparties thereto.

DONE, RATIFIED AND ADOPTED this ____ day of December 2025.

(SEAL)

John A. Kemp, Chairman
County Council of Jasper County, South Carolina

Attest:

Wanda Hendrix Giles,
Clerk to County Council

Resolution R-2025-71

Adopted: December ____, 2025

Reviewed for form and draftsmanship by the Jasper County Attorney.

Pope Flynn, LLC

Date _____

Exhibit A

Copy of Assessment Collection and Disbursement Agreement
(Hilton Head Lakes West Improvement District)

**ASSESSMENT COLLECTION AND DISBURSEMENT AGREEMENT
(Hilton Head Lakes West Improvement District)**

THIS ASSESSMENT COLLECTION AND DISBURSEMENT AGREEMENT (this “*Agreement*”), made and entered into this _____ day of _____, 2025 by and between **CITY OF HARDEEVILLE, SOUTH CAROLINA**, a perpetual body politic and corporate and a political subdivision organized and existing under the laws of the State of South Carolina (the “*City*”), **JASPER COUNTY**, a perpetual body politic and corporate and a political subdivision organized and existing under the laws of the State of South Carolina (“*Jasper County*”), the **JASPER COUNTY AUDITOR** (the “*County Auditor*”) and the **JASPER COUNTY TREASURER** (the “*County Treasurer*”). Jasper County, the County Auditor, and the County Treasurer are hereinafter collectively referred to as the “*County*.” The City, Jasper County, the County Auditor, and the County Treasurer are sometimes referred to individually as a “*Party*” and together as the “*Parties*” as the context may require.

RECITALS

1. Pursuant to the Municipal Improvements Act of 1999, codified at Title 5, Chapter 37 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”), the City is authorized to acquire, own, construct, improve, expand, operate, maintain, sell, lease, and otherwise dispose of any “improvement” (as defined in the Municipal Improvements Act), and to finance any of the foregoing relating to such improvement, in whole or in part, by the imposition of certain assessments in accordance with the Act, by the issuance of bonds, or from other sources as provided in the Act.

2. Pursuant to Ordinance No. 2025-10-02C (the “*MID Creation Ordinance*”) enacted on October 16, 2025 by the City Council of the City of Hardeeville (the “*City Council*”), the “governing body” (within the meaning of the Act) of the City, the City created the Hilton Head Lakes West Tract Improvement District (the “*Improvement District*”) currently comprised of the real property described on **Exhibit A** attached hereto (the “*District Property*”) and authorized the financing of the cost of certain public improvements within or benefiting the Improvement District (as are specifically described in the MID Creation Ordinance, the “*Improvements*”) through the imposition of “assessments” (within the meaning of Section 5-37-20(1) of the Act) upon real property in the Improvement District (“*Assessments*”) and the issuance of assessment revenue bonds of the City (the “*Bonds*”), secured by and to be serviced from the Assessments (together with any other sources pledged to secure and service such Bonds).

3. Pursuant to Ordinance No. _____ enacted by the City Council on _____, 2025 (as amended and supplemented from time to time, the “*Bond Ordinance*”), the City has approved a Master Trust Indenture (the “*Master Indenture*”) between the City and _____, as Trustee (the “*Trustee*”), and a First Supplemental Trust Indenture between the City and the Trustee, pursuant to which, the City Council anticipates issuing Bonds for the purpose of financing the acquisition of the Improvements.

4. In connection with the establishment of the Improvement District and the imposition of Assessments upon the District Property, the City has caused to be prepared the basis and methodology of the Assessments, as set forth in the Hilton Head Lakes West Tract Improvement District - Master Special Assessment Methodology Report, dated August 13, 2025 (the “**Master Assessment Methodology**”). The City has further caused to be prepared two separate assessment rolls relating to the Assessments, Assessment A and Assessment B, wherein there have been entered the names of the persons whose properties are to be assessed, the amount assessed against the respective properties, and a brief description of the parcels of land to be assessed (collectively the “**Assessment Rolls**”), which are attached as Exhibits to the Master Assessment Methodology. The Assessment Rolls were approved by Ordinance No. 2025-10-02D enacted by the City Council on October 16, 2025.

5. The City desires that the County bill and collect the Assessments on an annual basis, and transfer such Assessments to the City, in accordance with the terms and conditions of this Agreement.

6. § 6-1-20 of the Code of Laws of South Carolina 1976, as amended, provides that local governments, including counties, municipalities, and special service districts, may enter into contractual agreements with each other to provide joint public facilities and services when considered mutually desirable, and for the governing body of each local government entering into such agreements for joint public facilities and services to approve the contractual agreement and be parties thereto; and

7. § 5-7-300 (D) of the Code of Laws of South Carolina 1976, as amended, provides:

“A municipality may contract with the county for the collection of municipal taxes or for the collection of delinquent municipal taxes upon terms and conditions mutually agreeable to both the municipality and the county. If a municipality contracts with a county for collection of municipal taxes or delinquent municipal taxes, the provisions of state law that prescribe the procedure for collection of property taxes by counties must be followed. A delinquent tax sale for the purpose of collecting municipal taxes and held in conjunction with a delinquent tax sale for the purpose of collecting county taxes may take place at the public place in the county that is designated by the county.”

8. § 12-51-170 of the Code of Laws of South Carolina 1976, as amended, provides:

“A county and municipality may contract for the collection of municipal taxes by the county. When by contract a tax due a municipality is to be collected by the county, the provisions of this chapter are exercisable by the county official charged with the collection of the delinquent taxes. He may employ, appoint, or designate others to perform or carry out the provisions of the chapter;”

9 The County, through its Assessor (the “*County Assessor*”), the County Auditor, the County Treasurer, and the County Delinquent Tax Collector (the “*Delinquent Tax Collector*”), has the authority, by virtue of statutes, ordinances, prior agreements and this Agreement to collect *ad valorem* property taxes, fees, and assessments imposed upon the District Property and the County, through such parties, is willing to provide for and implement the billing, collection, and disbursement (as applicable) of the Assessments in the Improvement District pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

IMPOSITION OF ASSESSMENTS

Section 1.1 Assessment Rolls. The City shall update the Assessment Rolls at least annually based on calculations provided by the District Administrator (as defined in the Master Indenture) in accordance with the Master Assessment Methodology. By no later than the first Friday following the third Thursday of July of each year (or such later date upon which the Parties shall mutually agree), the City shall provide the updated billing calculation for the Assessments (the “Annual Assessment Billing File”), which includes the tax identification, tax map or TMS number and amount of Assessments due for each parcel, to the County Auditor (and, if requested by Jasper County or the County Auditor, the County Assessor) setting forth the Assessments that are to be billed with respect to each parcel of District Property and included on the annual real property tax bills issued by the County Auditor for collection by the County Treasurer, and, if delinquent, the Delinquent Tax Collector. The Annual Assessment Billing File shall be in an Excel spreadsheet format (or such other format as may be agreed upon by the Parties) and may be sent to the County Auditor (and the County Assessor, if so requested by Jasper County or the County Auditor) in either hard copy or electronic form.

Section 1.2 Imposition of Assessments. The County Auditor shall include the Assessments, in the amounts set forth on the Annual Assessment Billing File, as a separate line item on the annual real property tax bill for each of the parcels listed on the Annual Assessment Billing File.

Section 1.3 Materials and Information Provided. The Parties agree that the materials and information to be provided by the City with respect to this Agreement shall consist of the Annual Assessment Billing File, as more fully provided in Section 1.1 above. In addition, the City shall provide to the County Auditor (and the County Assessor, if requested by Jasper County or the County Auditor) and County Treasurer all information, records, or materials needed by Jasper County, the County Auditor or County Treasurer for the effective and accurate billing, collection, and disbursement of the Assessments.

ARTICLE II

COLLECTION OF ASSESSMENTS

Section 2.1 Manner of Collection. The County Treasurer shall collect Assessments in the same manner and on the same basis in which the County Treasurer is authorized and directed to collect *ad valorem* real property taxes and other assessments up to and including the sale of any such parcel at a tax sale by the Delinquent Tax Collector and shall impose penalties and interest on delinquent Assessments in the same manner penalties and interest are imposed on delinquent *ad valorem* real property taxes, as more fully provided in Title 12, Chapter 45 of the Code of Laws of South Carolina 1976, as amended. The County Treasurer shall collect the Assessments with respect to each parcel of District Property in the full amount shown on the property tax bills issued by the County Auditor, plus any penalties and/or interest imposed in connection with delinquent Assessments. It is understood by the Parties that the Assessments are subject to prepayment by the owners of District Property and that such prepayments shall be made to the City, and, pursuant to Section 6.02 of the Master Indenture, the City shall promptly pay the amount so received to the Trustee for deposit and use in accordance with the terms of Section 6.02 of the Master Indenture. The City shall report promptly any such prepayment to the District Administrator.

Section 2.2 Disbursement of Assessments Collected. Subject to the provisions of § 12-51-80 of the Code of Laws of South Carolina, 1976, as amended, regarding settlement after tax sales, the County Treasurer shall, during the term of this Agreement, disburse to the City all Assessments proceeds in the County Treasurer's possession on or before the end of the month following the month of collection, e.g., January collections will be disbursed prior to the end of February, during the term of this Agreement. Any late fees, penalties or costs regarding an Assessment shall be distributed in the same manner as late fees, penalties or costs are distributed by the County Treasurer under the agreement to collect taxes between the City and County.

Section 2.3 Reporting. The County Treasurer shall include with each disbursement pursuant to Section 2.2 above a report in the form produced by the County Treasurer's software reporting format in effect at the time of such disbursement (the "Assessment Report Form") including at a minimum (1) the tax identification, tax map or TMS number of each parcel of District Property subject to an Assessment; and (2) the status of the Assessment on each parcel as paid or unpaid. The Assessment Report Form shall be in an Excel spreadsheet format (or such other format as may be agreed upon by the Parties) and may be sent to the City in either hard copy or electronic form.

Section 2.4 Delinquent Assessments. The Parties agree the Delinquent Tax Office of Jasper County has the responsibility to collect unpaid or delinquent Assessments, and any interest and/or penalties imposed in connection with such delinquent Assessments (as provided in Section 2.1 above), in the same manner in which the County Treasurer is authorized and directed to collect property taxes, fees, and other assessments, including public auction pursuant to Title 12, Chapter

51 of the Code of Laws of South Carolina 1976, as amended, with any late fees, penalties or costs regarding an Assessment distributed in the same manner as late fees, penalties or costs are distributed by the County Treasurer under the agreement to collect taxes and assessments between the City and County.

Section 2.5 Administrative Costs. The City agrees to reimburse Jasper County, the County Treasurer and County Auditor for all out-of-pocket costs and expenses incurred by such Parties in connection with the performance of their respective duties and obligations hereunder, including, without limitation, the costs of having third party vendors perform such duties and obligations on their behalf, documented employee costs, and legal fees. In order to obtain such reimbursement, Jasper County, the County Treasurer, and the County Auditor will provide a written request to the City, containing such invoices or other evidence of incurrence of such costs and expenses as shall be deemed satisfactory by the City. Any such request shall be made on or before July 31 of each calendar year and shall include costs and expenses incurred by each such Party during the prior fiscal year ended June 30. The City shall include such amounts in the Assessments to be billed pursuant to the Annual Assessment Billing File to be provided to the County pursuant to Article I of this Agreement and shall pay such reimbursements to the applicable Party no later than April 30 of the following calendar year.

Notwithstanding any provision to the contrary herein, the Parties acknowledge and agree that the City shall only make such reimbursements from Assessments collected with respect to District Property, and the City shall not be required to make such reimbursements from any other source of funds.

ARTICLE III

AMENDMENT; TERM AND TERMINATION

Section 3.1 Amendment. This Agreement may be amended by mutual written consent of the City, Jasper County, the County Treasurer, and the County Auditor.

Section 3.2 Term and Termination. This Agreement shall be effective as of the date of this Agreement and shall expire upon the occurrence of (a) the earlier of (i) payment in full of all amounts due and owing with respect to any Bonds secured by the Assessments or (ii) when the Improvement District is terminated under the Act and (b) no further Assessment with respect to the District Property remains to be billed and collected. Each of the parties shall have the unilateral right, in its sole discretion, to terminate this Agreement by delivering to the other parties written notice of such termination on or before July 1 of each year. In the event of termination, the responsibility for collection of delinquent City taxes or Assessments shall be limited to those delinquent taxes and Assessments for the years in which this Agreement was in effect, with responsibility for collecting Assessments for the tax year in which the termination notice was given remaining with the County, unless otherwise agreed.

Section 3.3 Incorporation. It is acknowledged that the Parties are engaged in discussions regarding a formalization in writing of the current unwritten informal agreement to collect taxes and assessments between the County and the City, which contemplates the addition from time to time of additional municipal improvement districts, tax increment finance districts, or other particular assessment collection responsibilities as may be authorized by statute to be collected in the same manner as *ad valorem* taxes; it is understood and agreed that the terms and conditions of this Agreement will be adopted and incorporated by reference into such new agreement to collect taxes and assessments, but that absent further amendment as provided in Section 3.1 above, the terms and conditions hereof will remain unchanged as to the assessment charges and procedures.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Notice. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

- (a) As to the City:

City of Hardeeville
Attention: City Manager
205 Main Street
Hardeeville, South Carolina 29927

With a copy to

MuniCap, Inc.
8965 Guilford Road, Suite 210
Columbia, Maryland 21046
Attention: Keenan Rice

- (b) As to the County Auditor

Jasper County Auditor
POB 807
Ridgeland, South Carolina 29936

- (c) As to the County Treasurer

Jasper County Treasurer
POB 722

Ridgeland, South Carolina 29936

(d) As to Jasper County

Jasper County Administrator
POB 1149
Ridgeland, South Carolina 29936

With a copy to

Jasper County Attorney
POB 420
Ridgeland, South Carolina 29936

Section 4.2 Entire Agreement. This Agreement constitutes the entire Agreement of the Parties hereto with respect to the subject matter hereof.

Section 4.3 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define, or expand the content thereof.

Section 4.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Section 4.5 Severability. If any section, subsection paragraph, sentence, clause or phrase of this Agreement or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement, or any part thereof.

Section 4.6 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of law principles.

Section 4.7 Recitals. The recitals set forth on the first page of this Agreement are incorporated into and made a part of this Agreement.

[Signature Page to Follow]

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

CITY OF HARDEEVILLE, SOUTH CAROLINA

Joshua A Gruber
City Manager

Attest:

Cynthia Oliver
City Clerk

JASPER COUNTY, SOUTH CAROLINA

Andrew P. Fulghum
County Manager

Attest:

Wanda H. Giles
Clerk to Council

JASPER COUNTY TREASURER

Michael T. Skinner
Jasper County Treasurer

Witness

JASPER COUNTY AUDITOR

Megan Horton
Jasper County Auditor

Witness

EXHIBIT A

LEGAL DESCRIPTION OF HILTON HEAD LAKES WEST TRACT IMPROVEMENT DISTRICT

PARCEL A:

ALL THAT PIECE, PARCEL OR TRACT OF LAND, known as Parcel A of the West Argent Tract, located in the City of Hardeeville, County of Jasper, State of South Carolina, containing two thousand six hundred five and 861/1000 (2,605.861) acres, more or less, being shown and described as "**PARCEL A 2,605.861 ACRES**" on a plat entitled "**ALTA/NSPS LAND TITLE SURVEY PARCEL A ARGENT TRACT WEST**" prepared for Lennar Carolinas, LLC, a Delaware limited liability company, by Robert K. Morgan, III, S.C.R.L.S. No. 26957, of Thomas & Hutton Engineering Co., Savannah, Georgia, dated January 3, 2022, and recorded on January 6, 2022, in **Plat Book 38 at Page 252-272**, bearing Doc. No. 202100007665, in the Office of the Register of Deeds for Jasper County, South Carolina, reference to said plat is hereby craved for a more complete description.

SAVING AND EXCEPTING THEREFROM:

ALL THOSE PIECES, PARCELS OR TACTS OF LAND, with all building and improvements located thereon, situate, lying and being in the City of Hardeeville, Jasper County, South Carolina, and shown and designated as "**PARCEL A-1A-1 9,678.215 SF 222.181 AC.**", containing 222.181 acres, more or less, and "**PARCEL A-1A-2 277,629 S.F. 6.373 AC.**", containing 6.373 acres more or less, on that certain plat entitled "**MINOR SUBDIVISION OF PARCEL A-1A DEVELOPMENT POD I ARGENT TRACT WEST**" dated October 23, 2024, prepared by Robert K. Morgan, III, RLS No. 26957, of Thomas & Hutton Engineering Co., and recorded in the Jasper County, South Carolina Register of Deeds Office on November 07, 2024, in **Book 38 at Page 1000**, bearing Doc. No. 202400006800, with said lot having such size, shape, dimensions, butting and boundings as will by reference to said plat more fully appear.

AND

ALL THOSE PIECES, PARCELS OR TACTS OF LAND, with all building and improvements located thereon, situate, lying and being in the City of Hardeeville, Jasper County, South Carolina, and shown and designated as "**ROAD 'A1' (150' R/W) 143,920 S.F. 3.304 AC.**" containing 3.304 acres, more or less, "**ROAD 'A2' (150 R/W) 297,204 S.F. 6.823 AC.**" containing 6.823 acres, more or less, "**ROAD 'B1' 58,856 S.F. 1.351 AC.**" containing 1.351 acres, more or less, "**ROAD 'B2' 70.245 S.F. 1.613 AC.**" containing 1.613 acres, more or less, "**PARCEL B2 5,636,934 S.F. 129.406 AC.**" containing 129.406 acres, more or less, "**PARCEL B3 437,679 S.F. 10.048 AC.**" containing 10.048 acres, more or less, "**PARCEL C 293,437 S.F. 6.736 AC.**" containing 6.736 acres, more or less, and "**PARCEL D 68,830 S.F. 1.511 AC.**" containing 1.511 acres, more or less, on that certain plat entitled "**MINOR SUBDIVISION OF PARCEL A-1B, PARCEL B & ROAD 'A' DEVELOPMENT POD I ARGENT WEST TRACT WEST**" dated May 13, 2025, prepared by Robert K. Morgan, III, RLS No. 26957, of Thomas & Hutton Engineering Co., and recorded in the Jasper County, South Carolina

Register of Deeds Office on May 14, 2025, in **Book 38 at Page 1147**, bearing Doc. No. 202500003195, with said lot having such size, shape, dimensions, butting and boundings as will by reference to said plat more fully appear.

TMS No.: 042-00-06-45 (*Parcel A*)

TOGETHER WITH the following easement rights:

Easement Area 1 (Tradition Avenue):

Easement rights conveyed pursuant to that Clerk of Court's Deed from Margaret Bostick, Clerk of Court for Jasper County to THH Acquisitions, LLC, dated November 29, 2011, and recorded in Deed Book 818, page 342, Jasper County, South Carolina records over those areas designated as "**ACCESS EASEMENT - 1**", containing 33.72 acres, more or less, and "**ACCESS EASEMENT -2**" containing 17 .18 acres, more or less, which parcels are more fully shown on the plat of survey entitled "**A PLAT OF 33.72 AC. ACCESS EASEMENT & 17.18 AC. ACCESS EASEMENT, TRADITION, SC, TMS 042-00-02-012, CITY OF HARDEEVILLE, JASPER COUNTY, SC,**" prepared by Michael Jim Gardner, S.C.R.L.S. No. 12239, dated November 14, 2006, and recorded in **Plat Book 29, Page 264**, Jasper County, South Carolina records, said plat being incorporated herein and made a part hereof by this reference.

Easement Area 2 (School District Access):

Easement rights reserved in that Title to Real Estate from International Paper Realty Corporation, a Delaware corporation to Jasper County School District, a South Carolina public body, dated December 4, 2003, and recorded in Deed Book 287, page 71, Jasper County, South Carolina records, over, along and under that sixty-six (66) foot wide area shown as "**66' Permanent Access Utility Easement**" on that plat entitled "**88.872 ACRES BEING A PORTION OF THE WEST SIDE OF THE ARGENT TRACT,**" prepared by Boyce L. Young, SC.R. L. S. No. 079, dated November 3, 2003, and recorded in **Plat Book 27, Page 52**, Jasper County, South Carolina records, said plat being incorporated herein and made a part hereof by this reference.

Easement Area 3:

Easement rights conveyed pursuant to that Access and Utility Joint Use Agreement (Easement 1) between WA Holdings South, LLC and the City of Hardeeville, South Carolina, dated October 29, 2021, and recorded in Deed Book 1089, Page 1620, Jasper County, South Carolina records, over, along and under that area designated as "**RIGHT OF WAY EXTENSION 19.69 AC.**" On that Subdivision Plat entitled "**A PLAT OF RIGHT OF WAY EXTENSION, 19.69 AC., LAKESIDE BOULEVARD, GARDEN LAKES ESTATES, HILTON HEAD LAKES NORTH, TMS 042-00-06-060, CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA**" prepared by Cook Land Surveying Inc., bearing the seal and certification of Donald R. Cook, Jr., South Carolina Professional Land Surveyor No. 19010, dated August 20, 2020, and recorded in **Plat Book 38, Page 189**, Jasper County, South Carolina records, said plat being incorporated herein and made a part hereof by this reference.

- ALSO -

PARCEL A-1A-1 & PARCEL A-1A-2:

ALL THOSE PIECES, PARCELS OR TACTS OF LAND, with all building and improvements located thereon, situate, lying and being in the City of Hardeeville, Jasper County, South Carolina, and shown and designated as “**PARCEL A-1A-1 9,678.215 SF 222.181 AC.**”, containing 222.181 acres, more or less, and “**PARCEL A-1A-2 277,629 S.F. 6.373 AC.**”, containing 6.373 acres more or less, on that certain plat entitled “**MINOR SUBDIVISION OF PARCEL A-1A DEVELOPMENT POD I ARGENT TRACT WEST**” dated October 23, 2024, prepared by Robert K. Morgan, III, RLS No. 26957, of Thomas & Hutton Engineering Co., and recorded in the Jasper County, South Carolina Register of Deeds Office on November 07, 2024, in **Book 38 at Page 1000**, bearing Doc. No. 202400006800, with said lot having such size, shape, dimensions, butting and boundings as will by reference to said plat more fully appear.

TMS Nos.: 042-00-06-129 (*Parcel A-1A-1*)
 042-00-06-133 (*Parcel A-1A-2*)

- ALSO -

ROAD “A1”, ROAD “A2”, ROAD “B1”, ROAD “B2”, PARCEL B2, PARCEL B3, PARCEL C & PARCEL D:

ALL THOSE PIECES, PARCELS OR TACTS OF LAND, with all building and improvements located thereon, situate, lying and being in the City of Hardeeville, Jasper County, South Carolina, and shown and designated as “**ROAD ‘A1’ (150’ R/W) 143,920 S.F. 3.304 AC.**” containing 3.304 acres, more or less, “**ROAD ‘A2’ (150 R/W) 297,204 S.F. 6.823 AC.**” containing 6.823 acres, more or less, “**ROAD ‘B1’ 58,856 S.F. 1.351 AC.**” containing 1.351 acres, more or less, “**ROAD ‘B2’ 70.245 S.F. 1.613 AC.**” containing 1.613 acres, more or less, “**PARCEL B2 5,636,934 S.F. 129.406 AC.**” containing 129.406 acres, more or less, “**PARCEL B3 437,679 S.F. 10.048 AC.**” containing 10.048 acres, more or less, “**PARCEL C 293,437 S.F. 6.736 AC.**” containing 6.736 acres, more or less, and “**PARCEL D 68,830 S.F. 1.511 AC.**” containing 1.511 acres, more or less, on that certain plat entitled “**MINOR SUBDIVISION OF PARCEL A-1B, PARCEL B & ROAD “A” DEVELOPMENT POD I ARGENT WEST TRACT WEST**” dated May 13, 2025, prepared by Robert K. Morgan, III, RLS No. 26957, of Thomas & Hutton Engineering Co., and recorded in the Jasper County, South Carolina Register of Deeds Office on May 14, 2025, in **Book 38 at Page 1147**, bearing Doc. No. 202500003195, with said lot having such size, shape, dimensions, butting and boundings as will by reference to said plat more fully appear.

TMS Nos.: 042-00-06-130 (*Road “A1”, Road “A2”*)
 042-00-06-131 (*Road “B1”, Parcel B3, Parcel C*)
 042-00-06-132 (*Road “B2”, Parcel B2, Parcel D*)

AGENDA

ITEM # 15

STATE OF SOUTH CAROLINA
COUNTY OF JASPER
RESOLUTION R-2025-72

A Resolution of Jasper County, South Carolina, Authorizing The
Engagement of Burr & Forman As Interim Local Attorney For General
Governmental Matters; Authorizing the County Administrator To Execute
An Engagement Letter For Same; and Other Matters Relating Thereto.

WHEREAS, the Jasper County, South Carolina (the **“County”**) is a body corporate and politic of the State of South Carolina and as such possesses all the general powers granted by the Constitution of the State of South Carolina 1895, as amended (the **“Constitution”**), and statutes of the State; and

WHEREAS, Sec. 2-69 of the **County’s** code of ordinances provides that Jasper County Council, as the governing body of the County (the **“Council”**), shall employ a South Carolina licensed attorney to serve as the **“County Attorney”**; and

WHEREAS, the County has been actively advertising for the employment of a person to serve as the County Attorney since the retirement of the former County Attorney in August 2025; and

WHEREAS, since the retirement of the former County Attorney, Pope Flynn, LLC, the **County’s** bond counsel and counsel for special governmental matters, has been serving as the County Attorney on an interim basis; and

WHEREAS, while the County intends to continue retaining Pope Flynn, LLC and other firms as legal counsel to the County for various special legal services and needs, the County seeks to engage a firm to serve as the long-term interim County Attorney (the **“Interim Firm”**) until such time as a permanent County Attorney is appointed; and

WHEREAS, the County has received a proposal from Burr & Forman, to provide legal services to the County as the Interim Firm, and Council has determined such proposal to be in the best interest of the County; and

THEREFORE, BE IT RESOLVED, by the Jasper County Council in a meeting duly assembled and by the authority of the same, as follows:

Section 1: The Council ratifies and confirms the findings described above.

Section 2. The Council hereby authorizes the County Administrator to enter into an agreement for legal services with Burr & Forman for the purpose of providing legal services to the County as contemplated by Sec. 2-69 of the code of ordinances, and as otherwise described in the engagement letter previously provided to Council. The County Administrator is authorized to make any non-substantive revisions necessary to finalize and execute the agreement, and to take all actions necessary or convenient to implement

the intent of this Resolution, expressly including the execution and delivery of the engagement letter on behalf of the County.

Section 3. This resolution shall take effect and be in full force immediately after its adoption by the Council.

DONE, RATIFIED AND ADOPTED this ____ day of December 2025.

(SEAL)

John A. Kemp, Chairman
County Council of Jasper County, South Carolina

Attest:

Wanda Hendrix Giles,
Clerk to County Council

Resolution R-2025-72
Adopted: _____, 2025

Reviewed for form and draftsmanship by the interim Jasper County Attorney.

Pope Flynn, LLC

Date _____



Walter J. Nester, III
wnester@burr.com

Burr & Forman LLP
1 Carecore Drive, Suite 202
Bluffton, SC 29910-5235

Mailing Address:
P.O. Box 127
Bluffton, SC 29910-0127

Office (843) 785-2171
Fax (843) 686-5991

BURR.COM

December 8, 2025

VIA EMAIL ONLY (jkemp@jaspercountysc.gov)

John Kemp, Chairman - Jasper County Council
Jasper County, South Carolina
P.O. Box 1149
Ridgeland, SC 29936

Re: Burr & Forman Engagement - Jasper County, South Carolina

Dear Chairman Kemp:

Nature of Representation. Burr & Forman is pleased to be retained by Jasper County, South Carolina (the "Client") to assist the Client as its local attorney for general governmental matters, as requested and/or needed. As proposed, Burr & Forman will represent the Client with real estate, environmental, litigation, procurement, freedom of information act, and other general government advice and counsel services. Through these services, we anticipate our representation will encompass general advice in these respective areas at the Client's request, including attendance at meetings when requested by Client. Notwithstanding the foregoing, we understand that Pope Flynn, LLC has been retained by the Client to serve as bond/public finance counsel and special counsel for fire services and consolidation matters, Bettis Law Group LLP has been retained by the Client to serve as labor and employment counsel, and Parker Poe Adams & Bernstein, LLC has been retained by the Client to serve as economic development counsel. Where necessary, Burr & Forman will work in concert with these firms to support and assist with their services to the Client.

To the extent of any conflict between the Client and any of Burr & Forman's existing clients, Burr & Forman shall propose appropriate conflict waivers to the Client and the existing client as contemplated in the Standard Terms of Representation attached hereto, and the County will consider such waivers in its sole discretion.

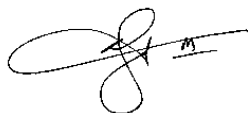
Burr & Forman Contact. I will primarily be responsible for coordinating Burr & Forman's services under this engagement, but other Burr & Forman attorneys (such as Jeff Allen, Allison Twiford, Serina Combs, Walter Nester, Lindsay Hartman, Chad Johnston, Sara Martinez, Rick Morgan, Jon Eggert, Stewart Miller and Michael Burchstead, as well as paralegals and other staff may assist with work as needed. Please feel free to call if you have questions.

Legal Fees. Our fees will be based primarily on the hourly rates in effect from time to time for attorneys, paralegals, and law clerks of this Firm. My discounted billing rate for this matter is \$500 per hour. Other hourly discounted rates for our team members for general legal advice needed by the Client will be \$500 for Jeff Allen and \$360 for both Serina Combs and Allison Twiford (Economic Development); \$600 for Walter Nester and \$450 for Lindsay Hartman (Real Estate); \$600 for Chad Johnston and \$450 for Sara Martinez (Environmental); \$600 for Rick Morgan and \$450 for Jon Eggert (Labor and Employment); \$375 for Stewart Miller; and \$500 for Michael Burchstead (general litigation). The Firm's billing rates are subject to adjustment from time to time by the Firm, which normally occurs on or about January 1st of each year. As explained in the enclosed Standard Terms of Representation, we may take other factors into consideration in determining our fees.

Additional Services. For specialized services outside the scope of this engagement, particularly including litigation matters, Burr & Forman will conduct conflict of interest inquiries with respect to the parties involved and other investigations. If Burr & Forman determines that such future engagements would be ethical and appropriate, such future engagements may be evidenced by an additional engagement letter or email confirmation of the specific matter engagement and the appropriate conflict waivers by all parties, if needed for the specific matter.

Standard Terms of Representation. Additional information regarding fees and other important matters regarding the terms of our engagement appear in the enclosed Standard Terms of Representation, which are fully incorporated as part of this letter. Please review this letter and the Standard Terms of Representation carefully. If they meet with the Client's approval, promptly sign the letter in the space below and return a copy to me so that we may begin work. Please call or email me if you have any questions.

Sincerely,



Walter J. Nester, III
WJN

Accepted and agreed to the _____ day of _____ 2025

Jasper County, South Carolina

Signature: _____

Name: _____

Title: _____

Standard Terms of Representation

Entire Agreement

The engagement letter and these Standard Terms of Representation constitute the entire understanding and agreement between the client identified in the engagement letter (the client) and this firm regarding our representation of the client in the matter described in the engagement letter. Unless otherwise agreed, they supersede any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to us. If any provision of the engagement letter or these Standard Terms of Representation is held by a court or other arbitrator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. The client should review this document carefully and contact us promptly with any questions. The client should retain this document in its file.

Client's Additional Duties

The client agrees to pay our statements for services and expenses as provided below. In addition, the client agrees to be candid and cooperative with us and keep us informed with complete and accurate factual information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. The client also agrees to make any necessary business and strategy decisions in a timely manner. Because we need to be able to contact the client at all times regarding the representation, the client agrees to inform us, in writing, of any changes in the client's name, address, telephone number, contact person, email address, state of incorporation, and other relevant information regarding the client or its business. Whenever we need instructions or authorization to proceed with legal work on the client's behalf, we will contact the client at the most recent business address we have received. If the client affiliates with, acquires, is acquired by, or merges with another client, it will provide us with sufficient notice to permit us to withdraw as its lawyers if we determine that such affiliation, acquisition, or merger creates a conflict of interest, or that it is not in the best interests of the firm to represent the new entity.

Burr & Forman's Internal Consultations

Clients that Burr & Forman represents and the nature of the matters Burr & Forman becomes involved in may raise questions under the professional conduct rules that apply to lawyers. If such issues arise, Burr & Forman may seek the advice of Burr & Forman's counsel. Burr & Forman considers such consultations to be confidential conversations between Burr & Forman personnel and Burr & Forman's legal counsel that are protected from disclosure by the attorney-client privilege and/or the attorney work product doctrine. Past judicial decisions in some other states have indicated that in some circumstances such conversations may involve a conflict of interest between the client and a law firm, and that the law firm's consultation with its own counsel might not be confidential unless the law firm either withdraws from the representation of the client or

obtains the client's consent to consult with the law firm's counsel. We believe that it is in our clients' interest, as well as Burr & Forman's interest, that, if legal ethics or related issues arise during a representation, Burr & Forman receive expert analysis. Accordingly, if Burr & Forman determines in Burr & Forman's discretion to consult with Burr & Forman's own counsel (whether Burr & Forman's internal counsel or outside counsel), Burr & Forman has the Client's consent to do so at Burr & Forman's expense and without notice, and Burr & Forman's representation of the client shall not waive any privilege or other right that Burr & Forman may have to protect the confidentiality of such communications.

Burr & Forman's Other Representations

Some of Burr & Forman's clients compete with one another or do business with one another. Burr & Forman may be asked to represent certain clients, in matters that, in the future, may be adverse to the Client. Burr & Forman is precluded by the Rules of Professional Conduct from representing a client in a matter in which one client's interests are adverse to the interests of another client of Burr & Forman, without the written consent of both clients. In the future, Burr & Forman may be asked to represent another client in a matter that is or may be adverse to the Client, where that matter is unrelated to Burr & Forman's representation of the Client. Burr & Forman would consider accepting that other representation only if the specific Burr & Forman attorneys involved reasonably believe they will be able to represent diligently and competently both the Client in this engagement and the other client in the other matter. Burr & Forman will at all times preserve all Client confidences as required by the applicable Rules of Professional Conduct.

Advice about Possible Outcomes

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the proceedings or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of the firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Support Service Providers

To help continue delivering cost effective services, Burr & Forman uses support service providers to assist with certain technology tasks, photocopying and other document production services, certain other office administrative functions, and offsite storage. All of these providers are located in the U.S. To perform their tasks efficiently, these support service providers must have access to certain client information. Burr & Forman has made and will make reasonable efforts to determine that these services are performed in a manner that is consistent with our obligations, under the Rules of Professional Conduct, to maintain client confidentiality and to supervise non-lawyer assistants. As part of your engagement of Burr & Forman, you consent to our use of these providers in this manner.

Termination

The Client may terminate this representation at any time upon written notice to Burr & Forman. Burr & Forman might terminate this representation by written notice to the client if the client fails to cooperate with any reasonable request from Burr & Forman relating to this representation, or to make full and timely payment of Burr & Forman's invoices, or if Burr & Forman determines that the continuation of this representation would be or may be unethical. If permission for withdrawal is required by any court or administrative agency, Burr & Forman will apply for such permission promptly, and the Client will engage successor counsel promptly. The Client will pay all invoices on this matter unpaid as of the date of termination, as well as all other charges and costs incurred on this matter through the date of termination.

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, Burr & Forman's representation of the Client as to any particular matter will terminate when Burr & Forman sends its final invoice for services rendered in that matter. Following termination, any then nonpublic information the Client has supplied to Burr & Forman which Burr & Forman retains will be kept confidential in accordance with applicable Rules of Professional Conduct. At that time, the Client should request in writing any papers and property that the Client wishes to be returned. The Client may be asked to address any outstanding fees and costs. Burr & Forman may retain copies of documents provided to the Client. Burr & Forman's internal documents, which are not part of the Client's file, include administrative records; time and expense reports; personnel, staffing, credit, and accounting records; internal lawyers' work product that is not delivered to the Client, such as drafts, notes, memoranda, legal and factual research, and investigative reports prepared by or for the use of lawyers; etc. For various reasons including minimizing unnecessary storage expenses, Burr & Forman reserves the right to destroy or otherwise dispose of any such documents or other materials seven years after the termination of the engagement, except as legally required to retain longer.

The Client is engaging Burr & Forman to provide legal services in connection with this specific matter. After completion of the matter, changes may occur in laws or regulations that could have an impact upon the Client's future rights and liabilities. Unless the client engages us after completion of this engagement to provide additional advice on issues arising from the matter, Burr & Forman will have no continuing obligation to advise the Client with respect to future legal developments.

Fees

Statements for fees, costs, and disbursements will typically be emailed periodically (but no more frequently than monthly) at our discretion to the email address above, unless you advise us in writing to use another email address of another contact where we are to send our monthly invoices. Balances as shown on those statements are payable in full upon receipt. The Client's commitment

to pay Burr & Forman's invoices timely is not contingent on the ultimate outcome of this engagement.

In addition, the Client will pay out-of-pocket costs and disbursements incurred in connection with this representation, such as photocopying, document scanning, courier and hand delivery charges, long distance telephone, transcription charges, filing fees, travel charges, etc. If we have to incur a significant expense on the Client's behalf, we may ask the Client to provide those funds to Burr & Forman in advance or to cover that expense directly.

Although the time actually incurred will be the primary basis for determining Burr & Forman's final fees, that total can sometimes be adjusted to reflect other considerations such as the novelty and complexity of the issues involved, Burr & Forman's inability to accept other engagements as a result of this representation, the nature of Burr & Forman's relationship with the Client, and time limitations imposed by the Client or by the relevant circumstances. These and other considerations can result in a final fee that is revised, upward or downward, in Burr & Forman's reasonable discretion, from the purely hourly rate.

Our bills would include any time and expenses incurred if anyone at Burr & Forman is compelled to, or with the Client's consent agrees to, testify about the subject matter of Burr & Forman's representation of the Client or respond to a subpoena seeking documents or testimony relating to this representation. Further, while we do not anticipate that it would be an issue, our bills would include any time and expense incurred in collecting amounts due to Burr & Forman under this engagement.

Confidentiality

We will keep confidential all information relating to our representation of you, unless disclosure is authorized by you or required by applicable codes of professional responsibility. We may, however, include your name in a published list of this Firm's clients, unless you advise us to the contrary. We will notify you promptly if we receive any inquiries from the news media concerning our representation.

Use of E-Mail

We have found that the use of Internet e-mail is an expedient and effective method of communicating with clients and in transmitting documents. While we are mindful of the fact that it is possible for such Internet communications to be intercepted and read, we have concluded that there is a sufficient likelihood of confidentiality in this means of transmission to justify its use with clients on a regular basis. Accordingly, unless you advise us to the contrary, we may use Internet e-mail, where available, to communicate with you and to transmit documents to you from time to time.

Tax Issues

John Kemp, Chairman - Jasper County Council

December 8, 2025

Page 7

Please be advised that unless the accompanying transmittal letter indicates otherwise, we are not providing advice concerning tax planning or tax consequences of the matter on which we are providing legal services. We will always be glad to work with your accountant or tax advisor on any matter.

To comply with certain U.S. Treasury regulations, we inform you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this letter, including attachments, is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Service.

Choice of Law

The relationship between the client and the firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law of South Carolina, without regard to conflicts of laws principles.

AGENDA

ITEM # 16



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 & Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	December 16, 2025
Project:	Zoning Map Amendment – Industrial Development
Applicant:	Pro Disposal USA, LLC
Tax Map Number:	080-00-03-044 (4.12 acres) and 080-00-03-121 (.82 acres)
Submitted For:	1 st Reading
Recommendation:	Planning Commission recommends approval

Description: This is a zoning map amendment request to have two properties designated as Industrial Development. The subject properties consist of 4.12 acres and 0.82 acres and are located along both Schinger Avenue and Pearlstine Drive. The 4.12 acre parcel is currently zoned, Mixed Business, while the .82 acre parcel is zoned General Commercial. Both properties are currently being used for storage, and an office building is located on the parcel bearing tax map #080-00-03-121 (.82 acres). The applicant would like to re-zone the properties to allow the owner to build a Material Recovery Facility (MRF). This facility would replace the Construction and Demolition transfer station that is currently in use at 156 Pearlstine Drive. The current zoning does not allow for the MRF but is allowed conditionally in the Industrial Development District.

Analysis: The Zoning Map Amendment application and request are 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 a “Commercial Center,” which are commercial nodes that are already developing and have a suburban rather than a rural character. The commercial center encourages mixed use development.
- **Adjacent Zoning:** The adjacent parcels are zoned primarily General Commercial. There is one adjacent parcel bearing tax map #080-00-03-046 that is currently zoned as Industrial Development. This parcel is also owned by the applicant and is the parcel that currently houses the Construction and Demolition transfer station that was previously mentioned.

- **Adjacent Land Use:** Adjacent land uses are a mix of commercial and industrial development and vacant lots.
- **Traffic and Access:** The subject properties are accessed by Pearlstine Drive. The parcel bearing tax map #080-00-03-044 has frontage along Schinger Avenue. Both Pearlstine Drive and Schinger Avenue have direct access to North Okatie Highway (Highway 170). North Okatie Highway is a four-lane state-maintained road classified as a Principal Arterial thoroughfare. Schinger Avenue is paved and is maintained by the state, which is a local road. Pearlstine Drive is paved and maintained by the state and is classified as a local road. However, Pearlstine Drive is under a traffic controlled signal.

Planning Commission Recommendation: The Planning Commission reviewed this application at their November 18, 2025 Meeting and recommends approval of the request to have both properties designated as Industrial Development.

Attachments:

1. Application
2. Letter from Coastal Waste and Recycling
3. Ordinance
4. Aerial map of property and surrounding area
5. Aerial map with zoning layer
6. Google Maps of surrounding areas




Jasper County Planning Department

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:	Pro Disposal USA, LLC
Address:	4950 Communication Ave Suite 920, Boca Raton, FL 33431
Telephone:	(954) 947-4000
Email:	cabell@coastalwasteinc.com
Property Address or Physical Location:	152 Schinger, Ridgeland, South Carolina 29936
Tax Map Number(s)	080-00-03-044 / 080-00-03-045
Gross Acreage:	5.94
Current Zoning	MB-Mixed Business District
Proposed Zoning:	ID-Industrial Development
Administrative Fee: (\$300 per lot) except for PDD applications	
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	See Attached


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

10/17/2025

Date

Internal Use Only

Date Received:	
Amount Received:	
Staff Member:	

Revised 6/1/23



Coastal Waste & Recycling (Pro Disposal USA, LLC) is requesting a Zoning Amendment in order to maximize the recovery of valuable commodities in Jasper County and surrounding areas. Currently the area is serviced by our Construction and Demolition (C&D) Transfer Station in Ridgeland County and C&D Landfill in Beaufort, South Carolina.

Coastal employs approximately 1700 people, operates over 800 collection and support vehicles, and owns and/or operates forty-two (42) facilities in Florida, Georgia, and South Carolina, which include nineteen (19) Material Recovery Facilities (MRF's) and a C&D landfill. Our customer base includes a mix of residential and municipal collection, industrial collection, commercial collection, and post-collection processing contracts. Collectively, the team at Coastal is focused on doing the right thing for their employees and customers, always keeping safety, integrity, and customer service at the forefront of all decisions.

Our proposal is to install a Best Available Technology C&D MRF, an allowable use within an Industrial Development District (ID) Zoned location, at 152 Schinger Ave, Ridgeland, South Carolina. Currently the property is zoned as a Mixed Business Development District (MB). This MRF will replace our C&D Transfer Station located at 156 Pearlstine Dr, Ridgeland, South Carolina. Permitting and Operations of the facility will be in compliance with all South Carolina Department of Environmental Services (SCDES), Jasper County Planning and any other applicable regulations.

Our current facilities of similar design and function typically achieve 40% to 60% landfill disposal avoidance, returning valuable commodities back into the supply chain or for beneficial reuse. These facilities typically employ 15 to 20 people in various roles including but not limited to Heavy Equipment Operators, Mechanical Technicians, Labors, Administration and Managerial personnel. As a comparison the current Pearlstine C&D Transfer Station employs approximately 5 people to process the same quantity of materials. A C&D MRF of like design is depicted below:



I look forward to presenting more detailed information through the Jasper County Planning Department Zoning Map Amendment Application process.

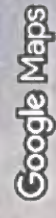
Respectfully Submitted,

Chad Abell, Vice President of EHS & Engineering

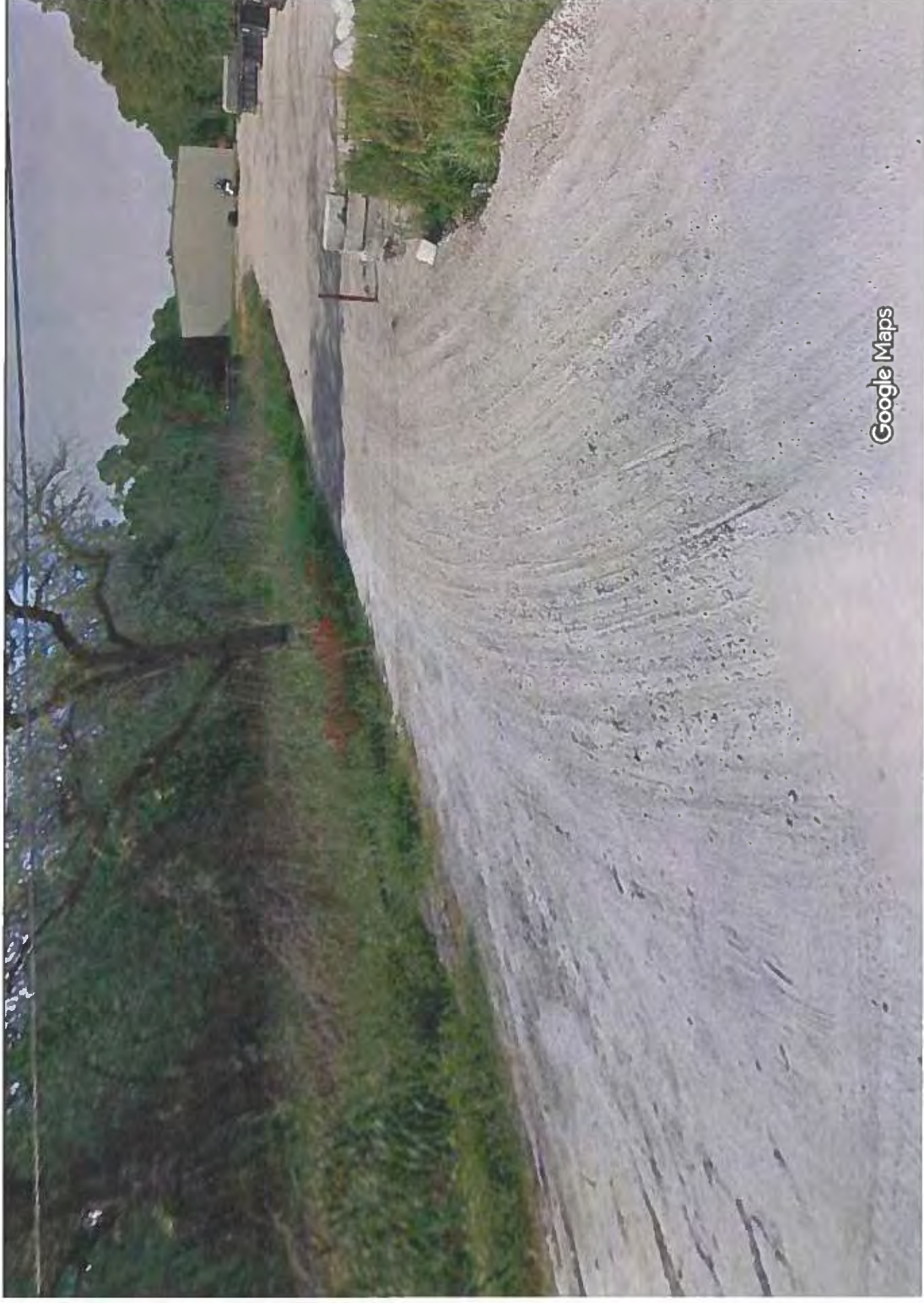




131 Pearlstine Dr - Google Maps



[https://www.google.com/maps/place/32°19'24.4"N+80°56'12.3"W/@32.3243187,-80.9362098,3a,90y,179.22h,74.36v/data=!3m1!1e1!3m5!1sQqNPgM1vA5vrsJ2FCS9SQI2e0!6shttps.%2F%2Fstreetview...](https://www.google.com/maps/place/32°19'24.4)



**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2025 - _____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer two properties located along Pearlstine Drive, 1) bearing Jasper County Tax Map Number 080-00-03-044 consisting of 4.12 acres from the Mixed Business Zone to the Industrial Development Zone; and 2) bearing Jasper County Tax Map Number 080-00-03-121 consisting of 0.82 acres from the General Commercial Zone to the Industrial Development Zone on the Jasper County Official Zoning Map

WHEREAS, A Zoning Map Amendment request was submitted to the Planning Commission to have two parcels bearing Jasper County Tax Map Numbers 080-00-03-044, consisting of approximately 4.12 acres, and 080-00-03-121, consisting of approximately .082 acres, both being located along Pearlstine Drive, changed on the Official Zoning Map of Jasper County from the Mixed Business Zone and the General Commercial Zone, respectively, to the Industrial Development Zone; and

WHEREAS, the request was duly submitted to the Jasper County Planning Commission and Jasper County Council in accordance with the County's rules and procedures for rezoning; and

WHEREAS, the Planning Commission has concurred with the recommendations of the staff report to implement the proposed rezoning and recommends approval by Jasper County Council; and

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

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 4.12 acres bearing Jasper County Tax Map Number 080-00-03-044 depicted on the Jasper County Official Zoning Map in the Mixed Business Zone and approximately 0.82 acres bearing Jasper County Tax Map Number 080-00-03-121 depicted on the Jasper County Official Zoning Map in the General Commercial Zone, is hereby transferred to the Industrial Development Zone.
2. This ordinance shall take effect upon approval by Jasper County Council.

John A. Kemp
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: # 2025-__

First Reading: December 15, 2025

Second Reading: _____

Public Hearing: _____

Enacted: _____

Considered by the Jasper County Planning Commission at it's meeting on
November 18, 2025 and recommended for approval.

Reviewed for form and draftsmanship by the interim Jasper County Attorney.

Pope Flynn, LLC

DATE

AGENDA

ITEM # 17



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 & Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	December 16, 2025
Project:	Zoning Map Amendment – Rural Preservation
Applicant:	James D. Hubbard & Sandra H. Hubbard
Tax Map Number:	039-00-09-004
Submitted For:	Action
Recommendation:	Planning Commission forwarded this Ordinance with no recommendation

Description: This is a zoning map amendment request to have a property designated as Rural Preservation. The subject property consists of 5.0 acres and is located along Nelsons Ct. off Levy Rd. The property is currently zoned residential. There is currently a house located on the property. The applicant would like to re-zone the property for the purpose of establishing a 6 lot RV park.

Analysis: The Zoning Map Amendment application and request are 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 Transition,” which are areas located in southern Jasper County. These areas will likely be under pressure to develop within the foreseeable future. The characteristics of these developments should be both small scale commercial and office development, diverse types of housing, and mixed use/small-scale multi-family that keep the scale and character of the area.
- **Adjacent Zoning:** The adjacent parcels along Nelsons Court are primarily zoned Residential with the exception of one other property that is zoned Rural Preservation and Rural Preservation is also located to the rear of the subject parcel.
- **Adjacent Land Use:** Adjacent land uses are residential.

- ***Traffic and Access:*** The subject property is accessed by Nelsons Court, which is a two-lane paved road, maintained by SCDOT. The road is classified as a limited local road.

Planning Commission Recommendation: The Planning Commission reviewed this ordinance at their November 18, 2025 meeting and did not make a recommendation of approval or denial.

Attachments:

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



Jasper County Planning Department

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:	James D or Sandra H Hubbard
Address:	282 Nelsons Court Hardeeville, S.C.
Telephone:	843-784-2580 or 843-247-3704
Email:	TheHub60@gmail.com
Property Address or Physical Location:	282 Nelsons Court Hardeeville, S.C.
Tax Map Number(s)	039-00-09-004
Gross Acreage:	5.0 Acres
Current Zoning	Residential
Proposed Zoning:	Rural Preservation
Administrative Fee: (\$300 per lot) except for PDD applications	\$300.00
Date Mailed or Hand Delivered:	October 9, 2025
Reason for Request: (attach narrative if necessary)	Minor RV Park (6)

A handwritten signature in blue ink, appearing to read "James D. Hubbard".

October 9, 2025

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

Date

Internal Use Only

Date Received:	10/9/25
Amount Received:	\$300
Staff Member:	Stephanie Oriedo



039-00-08-186

039-00-08-187

039-00-08-185

039-00-08-189

039-00-08-184

039-00-08-183

039-00-08-183

039-00-08-190

039-00-08-191

039-00-08-150

039-00-08-130

039-00-08-089

039-00-08-163

039-00-08-132

039-00-08-107

039-00-08-093

039-00-08-029

039-00-08-078

039-00-08-191

039-22-00-006

039-22-00-005

039-22-00-004

039-22-00-003

039-22-00-002

039-22-00-001

039-00-08-027

039-00-09-002

039-00-09-003

039-00-09-004

039-00-09-005

039-00-09-063

039-00-09-006

039-00-09-058

039-00-09-010

THE SOURCE



**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2025 - _____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 282 Nelsons Court, bearing Jasper County Tax Map Number 039-00-09-004, consisting of 5.0 acres from the Residential Zone to the Rural Preservation Zone on the Jasper County Official Zoning Map

WHEREAS, A Zoning Map Amendment request was submitted to the Planning Commission to have a parcel bearing Jasper County Tax Map Number 039-00-09-004, consisting of approximately 5.0 acres, located at 282 Nelsons Court changed on the Official Zoning Map of Jasper County from the Residential Zone to the Rural Preservation Zone; and

WHEREAS, the request was duly submitted to the Jasper County Planning Commission and Jasper County Council in accordance with the County's rules and procedures for rezoning; and

WHEREAS, the Jasper County Planning Commission has reviewed the staff report and application, but did not make a recommendation for approval or denial by Jasper County Council; and

WHEREAS, as a result of the Planning Commission's failure to take action and consistent with Section 3.2.3 of the Jasper County Zoning Ordinance, the Planning Commission is deemed to have forwarded the application to Jasper County Council without favorable or negative recommendation

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

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 without any 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 5.0 acres bearing Jasper County Tax Map Number 039-00-09-004, located along Nelsons Court, depicted on the Jasper County Official Zoning Map in the Residential Zone is hereby transferred to the Rural Preservation Zone.
2. This ordinance shall take effect upon approval by Jasper County Council.

John A. Kemp
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: # 2025-__

First Reading: December 15, 2025

Second Reading: _____

Public Hearing: _____

Enacted: _____

Considered by the Jasper County Planning Commission at it's meeting on

November 18, 2025 and recommended for approval.

Reviewed for form and draftsmanship by the interim Jasper County Attorney.

Pope Flynn, LLC

DATE

AGENDA

ITEM # 18

STATE OF SOUTH CAROLINA
JASPER COUNTY

ORDINANCE: #O-2025-36

AN ORDINANCE
OF JASPER COUNTY COUNCIL

**AN ORDINANCE OF JASPER COUNTY COUNCIL TO
AUTHORIZE AND RATIFY THE IMPOSITION OF NEW FEES,
AND MATTERS RELATED THERETO**

NOW THEREFORE, BE IT ORDAINED by the County Council of Jasper County (the “**Council**”), the governing body of Jasper County, South Carolina (the “**County**”), as follows:

Section 1 Findings of Fact. The Council makes the following findings of fact in connection with the enactment of this ordinance (this “**Ordinance**”):

(a) The County is a political subdivision of the State of South Carolina (the “**State**”), and as such possesses all general powers granted by the Constitution of the State of South Carolina 1895, as amended, and statutes of the State to political subdivisions; and

(b) Recently, Council enacted an ordinance entitled, “AN ORDINANCE OF JASPER COUNTY COUNCIL TO AMEND JASPER COUNTY ORDINANCE O-2024-13, THE FISCAL YEAR 2025 JASPER COUNTY BUDGET, TO PROVIDE FOR AMENDMENTS TO THE BUDGET AND TO CARRYOVER APPROVED LAPSING FUNDS TO FISCAL YEAR 2026; TO AMEND JASPER COUNTY ORDINANCE O-2025-14, THE FISCAL YEAR 2026 JASPER COUNTY BUDGET, TO PROVIDE FOR AMENDMENTS TO THE BUDGET RESULTING FROM THE CARRYOVER OF APPROVED LAPSING FUNDS FROM FISCAL YEAR 2025; TO AMEND CERTAIN REVENUE ITEMS; TO INCORPORATE THE RECLASSIFICATION OF CERTAIN LINE ITEMS, TO AMEND FOR FISCAL YEAR 2026 EXPENDITURES, THE INCLUSION OF ADDITIONAL APPROPRIATIONS, AND MATTERS RELATED THERETO” (the “**Budget Amendment Ordinance**”); and

(c) The provisions of the Budget Amendment Ordinance authorized certain modifications to the County’s fiscal year 2025-2026 budget and further implemented certain changes to the schedule of fees imposed by the County for the use and rental of community centers and picnic shelters, including certain additional fees for non-County residents and changes to certain airport fees (the “**New Fee Schedule**”). A copy of the New Fee Schedule is attached hereto as Exhibit A; and

(d) In accordance with Section 6-1-330(A) of the Code of Laws of South Carolina 1976, as amended, the Council provided public notice of the proposed implementation of the New Fee Schedule by the publication of a notice of public hearing providing the information contained on the form of notice attached to this Ordinance at **Exhibit B**, and conducted a public hearing respecting the enactment thereof on December 15, 2025.

Section 2 Approval and Ratification of the New Fee Schedule. While the New Fee Schedule was initially authorized in the Budget Amendment Ordinance, the County approves and ratifies the imposition of the New Fee Schedule under the terms of this Ordinance.

Section 3 General Repealer. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance, including the provisions of the Budget Amendment Ordinance wherein the New Fee Schedule was approved, are hereby repealed to the extent of the conflict or inconsistency. Notwithstanding the foregoing, all other terms and provisions of the Budget Amendment Ordinance shall remain in full force and effect.

Section 4 Severability. If any section, subsection, sentence, clause or phrase of this Ordinance are for any reason held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5 Effective Date. The provisions of this Ordinance shall take effect upon the due enactment of this Ordinance following a public hearing.

[Remainder of Page Left Blank]

DONE AND ORDAINED IN COUNCIL ASSEMBLED THIS 15TH DAY OF
DECEMBER 2025.

Mr. John A. Kemp
Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

ORDINANCE: #O-2025-36

First Reading: November 17, 2025
Second Reading: December 1, 2025
Public Hearing: December 15, 2025
Enacted: December 15, 2025

Reviewed for form and draftsmanship by the interim Jasper County Attorney.

Pope Flynn, LLC

Date

Exhibit A

Jasper County Budget Ordinance Fee Schedule Fiscal Year 2025-2026

Department	Fee Description	FY 26 (Amended)
All Departments:	Returned Check Fee (in addition to bank returned check fee)	\$ 35.00
	Copy Fee (per page, 8-1/2" x 11")	\$ 0.50
	Certified Letter for returned checks (in addition to postage)	\$ 10.00
Assessor	8-1/2" x 11" Map	\$ 3.00
	11" x 17" Map	\$ 4.00
	24" x 36" Map without details	\$ 15.00
	24" x 36" Map with details	\$ 20.00
	Manufactured home decal	\$ 5.00
Coroner	Autopsy Report	\$ 100.00
	Toxicology Report	\$ 25.00
	Cremation Permit	\$ 20.00
	Coroner's Report	\$ 10.00
Public Works	Container rentals (dumpsters, roll-offs)	\$ 100.00
	Culverts \$11.00/ft. plus tax (per joint)	\$ 113.36
	Dirt (self-load) per yard	\$ -
	Dirt (loaded) per yard	\$ -
Register of Deeds	Copy - Plat, Arch D - 26" x 36" (per page)	\$ 3.00
	Copy - Plat, Tabloid - (per page)	\$ 1.00
	Copy - Plat, 8-1/2" x 11" (per page)	\$ 0.50
	Copy - Deeds, Mortgages, Power of Attorney, etc. (per page)	\$ 0.50
	Certified Copies - \$1.00 per page and \$10.00 to certify	\$ 11.00
Tax Collector	Refund from current to delinquent	\$ 10.00
	Certified mailings, each	\$ 20.00
	Posting of property, per property	\$ 35.00
	Advertising properties, per property (published in local newspaper for three consecutive weeks prior to tax sale)	\$ 10.00
	Deed Preparation Fee	\$ 250.00
	Bidder Registration Fee	\$ 25.00
	Bidder Default Fee	\$ 500.00
Ridgeland-Claude Dean Airport (3J1)		
Hours of Operation:	Sun Fuel (Aviation Gasoline), Full-Service	Commodity Pricing
• Sat 8AM - 6PM	Fuel (Jet-A), Full-Service	Commodity Pricing
	After Hours Fees (Prior Notice Requested)	\$ 200.00
	Crew Van Transport Fee (Flat Rate)	\$ 80.00
	Daily Outdoor Basing Fee Grass (Piston)	\$ 10.00
	Monthly Outdoor Basing Fee Grass (Piston)	\$ 60.00
	Monthly Outdoor Basing Fee (Single-Engine Piston)	\$ 120.00
	Monthly Outdoor Basing Fee (Aircraft in Transport Trailer)	\$ 110.00
	Monthly Outdoor Basing Fee (Pole Barn, per stall)	\$ 70.00
	Monthly Outdoor Basing Fee (Light Piston Twin)	\$ 150.00
	Monthly Outdoor Basing Fee (Heavy Piston Twin)	\$ 550.00
	Monthly Outdoor Basing Fee (Turbine)	\$ 550.00
	Daily Ramp Fee (SE Piston), waived with 15-gallon fuel purchase	\$ 40.00
	Daily Ramp Fee (ME Piston), waived with 20-gallon fuel purchase	\$ 70.00
	Daily Ramp Fee (Turbine), waived with 60-gallon fuel purchase	\$ 140.00
	Long-Term Vehicle Parking Fee, Monthly	\$ 60.00
	Vehicle Parking Fee, Daily	\$ 10.00

**Jasper County
Budget Ordinance
Fee Schedule
Fiscal Year 2025-2026**

<u>Department</u>	<u>Fee Description</u>	<u>FY 26 (Amended)</u>
	Hangar Ground Lease Rate	Negotiable
	Hangar Rental Rate	Negotiable
	Ice	\$ 7.00
	GPU Air Start (Turbine)	\$65 per start
	GPU (Piston)	\$35 per start
	Airplane Towing (Turbine)	\$80 per tow
	Airplane Towing (Piston)	\$35 per tow
	Lavatory Service	\$90 per service
	FBO Conference Room (FBO Customer)	No Charge
	Conference Room (Others)	\$40 per hour
Sargeant Jasper Park (SJP)	SJP Banquet Hall All Day Rental 8AM - 6PM	\$ 500.00
	each additional hour from 6PM - 10PM	\$ 50.00
	SJP Banquet Hall Half Day Rental 8AM - 12PM or 1PM - 5PM	\$ 300.00
	SJP Picnic Shelter 8AM - 6PM	\$ 150.00
	each additional hour from 6PM - 10PM	\$ 50.00
	SJP Gazebo 8AM - 6PM	\$ 150.00
	each additional hour from 6PM - 10PM	\$ 50.00
	Innova Disc rentals per Disc	\$ 2.00
	Discs for Purchase	\$ 9.00
	Discs for Purchase	\$ 10.00
	Discs for Purchase	\$ 13.00
	Fishing per Adult, from age 13 and up, 65 years and older are free	\$ 10.00
	Fishing per Child 7-12 years old (all day) under 7 free	\$ 2.00
	Fishing Pass for 6 months	\$ 100.00
	Fishing Pass yearly	\$ 180.00
	Kayak/Canoe 1-2 hours per vessel	\$ 10.00
	Kayak/Canoe rental, each additional hour	\$ 5.00
	Life Vest Rental	\$ 5.00
	Refundable Deposit	\$ 200.00
Parks & Recreation	Community Centers (Levy Limehouse, Tillman-Wagon Branch, Tarboro, and Roberstville) 10AM - 8PM	\$ 300.00
	Community Center, each additional hour from 8PM to 10PM	\$ 50.00
	Picnic Shelters at Small Community Parks (Grays Hill and Cherry Hill) 10AM - 8PM	\$ 100.00
	Picnic Shelters, each additional hour from 8PM - 10PM	\$ 50.00
	Refundable Deposit	\$ 200.00
	Fields and Courts--Baseball, Softball, Soccer and Basketball (all day) Includes the following: Airport Field, Cherry Hill Park Field, Tarboro Fields, Mitchellville Court, Coosawatchie Fields, JYRB Field, Kleckley Field, Tillman Wagon Branch, Robertville, and Levy.	\$ 100.00
	Non Jasper County Residents an additional rental fee	\$ 50.00

Exhibit B

Form of Notice of Public Hearing

NOTICE IS HEREBY GIVEN pursuant to Section 6-1-330(A) of the Code of Laws of South Carolina 1976, as amended, that the County Council of Jasper County (hereinafter the "County Council"), which is the governing body of Jasper County, South Carolina (the "County") will conduct a public hearing (the "Public Hearing") concerning the enactment of an ordinance entitled: "AN ORDINANCE OF JASPER COUNTY COUNCIL TO AUTHORIZE AND RATIFY THE IMPOSITION OF NEW FEES, AND MATTERS RELATED THERETO" (the "Ordinance"). The Ordinance authorizes and ratifies a new fee schedule for community centers, picnic shelters, and the airport, a copy of which is attached as Exhibit A to the Ordinance (the "New Fees"). The Public Hearing will be held in the Clementa C. Pinckney Government Building (County Council Chambers) located at 358 3rd Avenue, Ridgeland, on December 15, 2025, at 6:00 p.m. (or as soon thereafter as time permits) on the implementation of the New Fees. All interested persons will be given an opportunity to be heard and express their views at the public hearing. A copy of the Ordinance is available for review at the County's administrative facility during normal business hours.

AGENDA

ITEM # 19

AN ORDINANCE OF JASPER COUNTY
ORDINANCE #O-2025-37

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$150,000,000
GENERAL OBLIGATION BONDS OF JASPER COUNTY, SOUTH CAROLINA PURSUANT TO
THE AUTHORITY AND DIRECTION OF THE FAVORABLE RESULTS OF THE
REFERENDUM CONDUCTED ON NOVEMBER 5, 2024; TO PRESCRIBE THE PURPOSES
FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT
THEREOF; AND OTHER MATTERS RELATING THERETO.

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(This Table of Contents for the Ordinance is for convenience of reference only and is not intended to define, limit, or describe the scope or intent of any provision of the Ordinance)

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- Exhibit A - Form of Bond.
- Exhibit B - Form of Official Notice of Sale.
- Exhibit C - Form of Continuing Disclosure Undertaking.

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$150,000,000 GENERAL OBLIGATION BONDS OF JASPER COUNTY, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY AND DIRECTION OF THE FAVORABLE RESULTS OF THE REFERENDUM CONDUCTED ON NOVEMBER 5, 2024; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ENACTED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

As an incident to the enactment of this Ordinance and the issuance of the bonds provided for herein, the County Council of Jasper County, South Carolina (the “County Council”), the governing body of Jasper County, South Carolina (the “County”), find that the facts set forth herein exist and the statements made with respect thereto are true and correct.

WHEREAS, by virtue of the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended), as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended (the County Bond Act, as so amended and continued, being herein defined as the “County Bond Act”), the County is authorised to issue general obligation bonds of the County to defray the cost of any purpose for which the County might, under applicable constitutional provisions, issue bonds or levy taxes, and for any amount not exceeding the constitutional debt limit applicable to the County; and

WHEREAS, Article X, Section 14 of the Constitution of the State of South Carolina, Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended, and the County Bond Act, authorise the County Council to issue general obligation bonds, subject to a referendum, for any purpose which is a corporate purpose of the County and subject to no conditions or restrictions limiting the incurring of such indebtedness except (i) those restrictions and limitations imposed in the authorisation to incur such indebtedness; and (ii) such general obligation debt shall be issued within five years of the date of such referendum; and

WHEREAS, Title 4, Chapter 37 of the Code of Laws of South Carolina 1976, as amended (the “Transportation Facilities Financing Act”), authorises counties to impose a sales and use tax for the purposes of funding the costs of highways, roads, streets, bridges, mass transit systems, greenbelts, and other transportation-related projects and facilities, subject to the results of a referendum, by the enactment of an ordinance pursuant to the Transportation Facilities Financing Act; and

WHEREAS, the Transportation Facilities Financing Act permits the revenues derived from the imposition of the sales and use tax to be pledged to the repayment of bonds issued by the County, the proceeds of which are to be used to fund the project or projects approved in the referendum; and

WHEREAS, pursuant to the provisions of the Transportation Facilities Financing Act, the County Council enacted Ordinance No. O-2024-16 (“Ordinance No. O-2024-16”) to provide for the

imposition of a one percent sales and use tax (the “Transportation Sales Tax”) in Jasper County for a period not to exceed 15 years from the date of imposition of the Transportation Sales Tax, to fund, at a maximum cost not to exceed \$376,000,000, the costs of highways, roads, streets, bridges, and other transportation-related projects, and drainage facilities related thereto (as more specifically described in Ordinance No. O-2024-16, the “Transportation Projects”), and to fund, at a maximum cost not to exceed \$94,000,000 the costs of greenbelts (as more specifically described in Ordinance No. O-2024-16, the “Greenbelt Projects,” and collectively with the Transportation Projects, the “Referendum Projects”); and

WHEREAS, pursuant to the requirements of the Transportation Facilities Financing Act, a referendum was conducted in Jasper County on November 5, 2024 (the “Referendum”), for the purpose of approving the Transportation Sales Tax to pay costs of the Referendum Projects; and

WHEREAS, the Referendum was approved by a majority vote of voters in the Referendum; and

WHEREAS, there was submitted to and approved by the voters at a referendum conducted on November 5, 2024 (the “2024 Bond Referendum”), the question of the issuance of not exceeding \$150,000,000 of general obligation bonds of the County, payable from the Transportation Sales Tax and maturing over a period not to exceed 15 years, to fund costs of the Referendum Projects; and

WHEREAS, the 2024 Bond Referendum was approved by a majority of voters in the 2024 Bond Referendum; and

WHEREAS, County Council have determined to fund a portion of the costs of the design, acquisition, administrative, construction, and ancillary costs of the Referendum Projects by the issuance of general obligation bonds in the aggregate principal amount of not to exceed \$150,000,000, to be issued in one or more Series (the “Bonds”), pursuant to the authorisation of the 2024 Bond Referendum and Ordinance No. O-2024-16;

NOW, THEREFORE, on the basis of the foregoing authorisations and for the purposes set forth above, the County Council enact this Ordinance to effect the issuance and sale of not exceeding \$150,000,000 general obligation bonds of the County, in one or more Series.

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1 **Defined Terms.**

The terms defined in the preambles to this Ordinance or in this Article (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Ordinance shall have the respective meanings specified in the preambles or this Article.

“Additional Proceedings” shall mean any resolution adopted by County Council or any certification provided by the Chair or the County Administrator with respect to the issuance of one or more Series of Bonds or the expenditure of Bond proceeds as provided in this Ordinance.

“Authenticating Agent” shall mean the authenticating agent for any Bonds designated pursuant to Section 1 of Article II hereof.

“Beneficial Owner” shall mean the person in whose name a Bond is recorded as the beneficial owner of the Bond by a Participant on the records of the Participant or such person’s subrogee.

“Bond Counsel” shall mean, with respect to the Bonds, Howell Linkous & Nettles, LLC, Charleston, South Carolina, or any other firm of attorneys of nationally recognised standing in the matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States, as are approved by the County.

“Bonds” shall mean the General Obligation Transportation Sales Tax Bonds of the County authorised to be issued hereunder, in one or more Series, in the total initial aggregate principal amount of not to exceed \$150,000,000.

“Bond Registrar” shall mean the bond registrar designated pursuant to the provisions of Section 1 of Article II hereof.

“Book-Entry Only System” shall have the meaning attributed to that term in Article II, Section 13 hereof.

“Books of Registry” shall mean the registration books maintained by the Bond Registrar in accordance with Section 8 of Article II hereof.

“Chair” shall mean the chairman of the County Council or, in his absence, the vice chairman of the County Council.

“Chief Financial Officer” shall mean the Director of Administrative Services of the County or, in her absence, any other officer or employee of the County designated in writing by the County Administrator to perform the duties of the Chief Financial Officer under this Ordinance.

“Clerk” shall mean the clerk of the County Council or, in her absence, the acting clerk.

“Closing Date” shall mean, with respect to any Series of Bonds, the date upon which there is an exchange of the Bonds of such Series for the proceeds representing the purchase price of such Series by the Original Purchasers thereof.

“Continuing Disclosure Undertaking” shall mean any Disclosure Dissemination Agent Agreement or similar document authorised by this Ordinance, as it may be amended from time to time in accordance with the terms thereof.

“County” shall mean Jasper County, South Carolina.

“County Administrator” shall mean the County Administrator of the County.

“County Bond Act” shall mean the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended), as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended.

“County Council” shall mean the County Council of Jasper County, South Carolina, the governing body of the County or any successor governing body of the County.

“Dated Date” shall mean, with respect to the Bonds of any Series, the date of original delivery of the Bonds of such Series.

“Debt Service” shall mean the scheduled amount of interest and amortisation of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“DTC” shall mean The Depository Trust Company, a limited purpose trust company organised under the laws of the State of New York, and its successors pursuant to Article II, Section 13 hereof.

“Financial Advisor” shall mean Stifel, Nicolaus & Company, Incorporated, the financial advisor to the County, with respect to the Bonds, and any other Independent Registered Municipal Advisor to the County as designated by the County Administrator.

“Fiscal Agents” shall mean the Paying Agent, the Bond Registrar, and the Authenticating Agent, with respect to the applicable Series of Bonds.

“Interest Payment Date” shall mean, with respect to any Series of Bonds, such date or dates as are designated for the payment of interest on such Series of Bonds by the Additional Proceedings [the County Administrator][the Chair][resolution adopted by the County Council] prior to the issuance of such Series.

“Letter of Representations” shall mean the Blanket Letter of Representations of the County to DTC dated December 1, 2005, as may be amended or supplemented from time to time.

“Net Proceeds,” when used with reference to the Bonds, shall mean the face amount of the Bonds, plus accrued interest and premium, if any.

“Ordinance” shall mean this Ordinance as from time to time amended and supplemented by one or more supplemental ordinances enacted in accordance with the provisions of Article VII hereof.

“Original Purchaser” shall mean the first purchaser of any Series of Bonds from the County.

“Participants” shall mean those broker-dealers, banks, and other financial institutions for which the Securities Depository holds Bonds as securities depository.

“Paying Agent” shall mean the paying agent for any Series of the Bonds designated pursuant to Section 1 of Article II hereof.

“Securities Depository” shall mean the administrator of the book-entry only system with respect to any of Series of Bonds, as further described in Article II, Section 13 hereof and any successor appointed as provided in Article II, Section 13 hereof. The initial Securities Depository shall be DTC.

“Series” shall mean any Bonds issued hereunder and designated as part of the same series of Bonds by Additional Proceedings [the County Administrator][the Chair][resolution adopted by County Council].

“Sinking Fund Account” shall mean the sinking fund account established and held by the Treasurer of Jasper County designed to provide for the payment of the principal of, premium, if any, and interest on the Bonds, as the same respectively fall due.

Section 2 General Rules of Interpretation.

For purposes of this Ordinance, except as otherwise expressly provided or the context otherwise requires:

(a) Articles, Sections, and Paragraphs, mentioned by number are the respective Articles, Sections, and Paragraphs, of this Ordinance so numbered.

(b) Except as otherwise expressly provided or unless the context otherwise requires, words importing persons include firms, associations, and corporations, and the masculine includes the feminine and the neuter.

(c) Words importing the redemption or redeeming or calling for redemption of a Bond do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(d) Words importing the singular number include the plural number and *vice versa*.

(e) The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

ARTICLE II
ISSUANCE OF BONDS

Section 1 **Authorisation of Bonds; Approval of Maturity Dates, Principal Amounts, and Interest Rates.**

(a) Pursuant to the provisions of the County Bond Act and for the purposes of funding the costs of the Referendum Projects and paying costs of issuance of the Bonds, there shall be issued from time to time not to exceed in aggregate One Hundred Fifty Million and no/100 Dollars (\$150,000,000.00) of general obligation bonds of the County (the "Bonds"). The Bonds shall be designated "General Obligation Transportation Sales Tax Bonds;" and may be issued in one or more Series, and with such Series designation as approved by Additional Proceedings [the County Administrator][the Chair][resolution adopted by County Council] prior to the issuance of such Series.

(b) The Bonds shall be originally dated such date, shall be in fully-registered form, shall be in such denominations for each Series, as approved by Additional Proceedings [the County Administrator][the Chair][resolution adopted by County Council] prior to the issuance of such Bonds], and may be numbered from R-1 upward in each Series.

(c) The Bonds will bear interest at such rates, payable on each Interest Payment Date, and will mature on the dates and in the amounts as are approved by Additional Proceedings [the County Administrator][the Chair][resolution adopted by County Council] prior to the issuance of such Bonds].

(d) The Paying Agent, Authenticating Agent, and Bond Registrar for such Series shall be designated by Additional Proceedings [the County Administrator][the Chair][resolution adopted by County Council] as in the best interest of the County.

(e) The [County Administrator][Chair] is hereby expressly delegated the authority to approve the sale and issuance of the Bonds so long as they conform to all of the parameters set forth in this Ordinance, including, but not limited to, this Section 1 of Article II.

Section 2 **Redemption of Bonds.**

(a) **General.** Except as otherwise expressly provided in any Additional Proceedings with respect to the issuance of a Series of Bonds, the Bonds may not be called for redemption by the County except as provided in this Section 2.

(b) **Redemption.** The Bonds of any Series as designated by Additional Proceedings [the County Administrator][the Chair][resolution adopted by County Council] may be subject to redemption prior to their maturity, in whole or in part, and by lot as to Bonds or portions of Bonds within a maturity of any Series as designated in writing by the County upon the terms and on the dates and at the redemption prices as approved by Additional Proceedings [the County Administrator][the Chair][resolution adopted by County Council] prior to the issuance of the Bonds.

(c) Partial Redemption of Bonds. In the event that only part of the principal amount of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of that Bond to the Paying Agent. Upon surrender of such Bond, the County shall execute and the Authenticating Agent shall authenticate and deliver to the holder thereof, at the office of the Authenticating Agent, or send to such holder by registered mail at his request, risk, and expense, a new fully-executed Bond or Bonds, of authorised denominations equal in aggregate principal amount to, and of the same Series, maturity, and interest rate as, the unredeemed portion of the Bond surrendered.

(d) Official Notice of Redemption. (i) Unless waived by any registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the County by mailing a copy of an official redemption notice by first class mail for such period of time as advised by Bond Counsel prior to the date fixed for redemption to the registered owners of the Bond or Bonds to be redeemed at the address shown on the Books of Registry. Notice of redemption shall describe whether and the conditions under which the call for redemption may be revoked. Failure to give notice by mail or any defect in any notice so mailed with respect to any Bond shall not affect the validity of the proceedings for such redemption for Bonds for which notice was properly given.

(ii) All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds (including Series designation) to be redeemed,
- (D) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after such date, and
- (E) the place where such Bonds are to be surrendered for payment of the redemption price.

(e) Conditional Notice of Redemption of Bonds Permitted. In the case of an optional redemption, the notice may state (i) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent no later than the redemption date or (ii) that the County retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a “Conditional Redemption”), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded.

(f) Deposit of Funds. At least one day prior to any redemption date, the County shall deposit or cause to be deposited with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

(g) Effect of Deposit of Funds. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless (i)

the County shall have revoked the redemption in accordance with the terms set forth in the official notice of redemption or (ii) the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. If said money shall not be available on the redemption date, such bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Instalments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same Series and maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be cancelled by the Paying Agent and shall not be reissued.

Section 3 Cancellation of Bonds.

All Bonds which have been redeemed shall be cancelled and either maintained or destroyed by the Paying Agent and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Paying Agent to the County upon the request of the Chief Financial Officer.

Section 4 Purchase of Bonds.

The Paying Agent shall, if and to the extent practicable, endeavour to purchase Bonds or portions of Bonds at the written direction of the County at the time, in the manner, and at the price as may be specified by the County. The Paying Agent may so purchase the Bonds; provided, that any limitations or restrictions on such redemption or purchases contained in this Ordinance or any applicable Additional Proceedings shall be complied with. The expenses of such purchase shall be deemed an expense of the Paying Agent to be paid by the County. The Paying Agent shall incur no liability for any purchase made in accordance with this Section or for its inability to effect such purchase in excess of the redemption price thereof.

Section 5 Medium of Payment.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

Section 6 Place of Payments; Selection of Paying Agent.

Principal and premium, if any, of the Bonds, when due, shall be payable at the designated office of the Paying Agent [or as provided in any applicable Additional Proceedings]. Interest on any Bond shall be payable as provided in the applicable Additional Proceedings.

Section 7 Execution of Bonds; Authenticating Agent.

(a) The Bonds shall be executed in the name of the County by the manual or facsimile signature of the Chair, and attested by the manual or facsimile signature of the Clerk, and the seal of

the County shall be impressed or reproduced on each Bond. Any facsimile signature appearing on the Bonds may be that of the officer who is in office on the date of the enactment of this Ordinance. The Bonds shall be executed in respect of any manual signature by the person or persons holding office when such Bonds are ready for delivery. The execution of the Bonds in this fashion shall be valid and effective notwithstanding changes in the personnel of any of the above offices subsequent to their execution.

(b) The Bonds shall bear a certificate of authentication, substantially in the form set forth in Exhibit A duly executed by the Authenticating Agent. The Authenticating Agent shall authenticate each Bond with the manual signature of an authorised officer of the Authenticating Agent, but it shall not be necessary for the same authorised officer to authenticate all of the Bonds. Only such authenticated Bonds shall be entitled to any right or benefit under this Ordinance. Such certificate on any Bond issued hereunder shall be conclusive evidence that the Bond has been duly issued and is secured by the provisions hereof.

Section 8 Form of Bonds; Bond Registrar.

(a) The Bonds shall be issued in fully-registered form, and all principal, interest, or other amounts due thereunder shall be payable only to the registered owner thereof. The County Council hereby direct the Bond Registrar to maintain, at the County's expense, the Books of Registry for the registration or transfer of the Bonds.

(b) The form of the Bonds and assignment provisions to be endorsed thereon shall be substantially as set forth in Exhibit A attached hereto and made a part of this Ordinance with any appropriate Series designation, variations, legends, omissions, and insertions as permitted or required by any applicable Additional Proceedings, this Ordinance, or law.

Section 9 Registration and Transfers of Bonds; Persons Treated as Owners.

(a) Each Bond shall be fully-registered and no Bond may be transferred except by the registered owner thereof in person or by his attorney duly authorised in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorised attorney. Upon the transfer of any such registered Bond or Bonds, the County shall execute and the Authenticating Agent shall authenticate and deliver, subject to the provisions of Section 12 of this Article, in the name of the transferee, a new registered Bond or Bonds of the same Series, maturity, and aggregate principal amount as the unpaid principal amount of the surrendered Bond or Bonds.

(b) Any registered owner requesting any transfer shall pay all taxes or other governmental charges required to be paid with respect thereto. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on such Bonds shall be made only to or upon the order of the registered owner or his legal representative. All such payments shall be valid and effective to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid. No person other than the registered owner shall have

any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under any Bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in any Bond as against a person (including the registered owner) other than the County, as in the case where the registered owner is a trustee or nominee for two or more beneficial owners of an interest in any Bond.

(c) Except as may otherwise be provided in any applicable Additional Proceedings, the Bond Registrar shall not be required to exchange or transfer any Bond or portion thereof (i) for which notice of redemption has been mailed to the registered owner thereof or (ii) for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date.

Section 10 Mutilated, Lost, or Stolen Bonds.

In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute and the Authenticating Agent may authenticate a new Bond of like Series, date, maturity, interest rate, and denomination, as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bonds, they shall first be surrendered to the Paying Agent, and in the case of any lost, stolen, or destroyed Bonds, there shall be first furnished to the County and the Paying Agent evidence of their loss, theft, or destruction satisfactory to the County and the Paying Agent, together with indemnity satisfactory to them; provided that in the case of a registered owner which is a bank or insurance company, the agreement of such bank or insurance company to indemnify the County and the Paying Agent shall be sufficient. In the event any such Bonds shall have matured, instead of issuing a duplicate Bond, the County may pay the same without surrender thereof. The County, the Paying Agent, and the Authenticating Agent, may charge the registered owner of such Bond with their reasonable fees and expenses to replace mutilated, lost, stolen, or destroyed Bonds.

Section 11 Exchange of Bonds.

Subject to the provisions of Section 9 of this Article, the Bonds, upon surrender thereof to the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his duly authorised attorney, may, at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Paying Agent, the Authenticating Agent, or the Bond Registrar may make as provided in Section 12 of this Article, be exchanged for a principal amount of Bonds of any other authorised denominations of the same Series equal to the unpaid principal amount of surrendered Bonds.

Section 12 Regulations with Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging or transferring the Bonds is exercised, the County shall execute and the Authenticating Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Paying Agent. There shall be no charge for such exchange or transfer of the Bonds except that the Paying Agent, the Bond Registrar, and the Authenticating Agent, may make a charge sufficient to reimburse them, or any of them, for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 13 Book-Entry Only System for the Bonds.

(a) The provisions of this section shall apply with respect to any Bond registered to Cede & Co. or any other nominee of DTC while the book-entry only system (the “Book-Entry Only System”) provided for herein is in effect and shall, during the period of their application, supersede any contrary provisions of this Ordinance.

(b) The Bonds shall be issued as a single Bond for each maturity of each Series. On the date of the initial authentication and delivery of all of the Bonds, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC as the registered owner of the Bonds. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County shall have no responsibility or obligation to any Participant (which means securities brokers and dealers, banks, trust companies, clearing corporations, and various other entities, some of whom, or their representatives, own DTC) or to any Beneficial Owner (which means, when used with reference to the Book-Entry Only System, the person who is considered the beneficial owner thereof pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (i) the accuracy of the records of DTC, Cede & Co., or any Participant with respect to any ownership interests in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant, or any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or premium, if any, or interest on the Bonds. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of DTC, and all such payments shall be valid and effective fully to satisfy and discharge the County’s obligations with respect to the principal of and premium, if any, and interest on such Bonds to the extent of the sum so paid. No person other than DTC shall receive a Bond. Upon delivery by DTC to the County of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” in this section shall refer to such new nominee of DTC.

(c) Upon receipt by the County of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities hereunder, the County shall issue, transfer, and exchange Bonds as requested by DTC in authorised denominations, and whenever DTC requests the County to do so, the County will coöperate with DTC in taking appropriate action after reasonable notice to arrange for a substitute Securities Depository willing and able upon reasonable and customary terms to maintain custody of the Bonds registered in whatever name or names the registered owners transferring or exchanging such Bonds shall designate in accordance with this section.

(d) In the event the County determines that it is in the best interests of the Beneficial Owners that they be able to obtain Bonds registered in the name of a registered owner other than DTC, the County may so notify DTC, whereupon DTC will notify the Participants of the availability through DTC of such Bonds. In such event, upon the return by DTC of Bonds held by DTC in the name of Cede & Co., the County shall issue, transfer, and exchange Bonds in authorised denominations as requested by DTC, and whenever DTC requests the County to do so, the County will coöperate with DTC in taking appropriate action after reasonable notice to make available

Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging Bonds shall designate, in accordance with this section.

(e) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Letter of Representations delivered by the County to DTC.

(f) In the event that the Book-Entry Only System pursuant to this section is discontinued, the Bonds shall be issued, transferred, and exchanged through DTC and its Participants to the Beneficial Owners.

ARTICLE III

SECURITY FOR BONDS

Section 1 Pledge of Full Faith, Credit, and Taxing Power; Additional Pledged Revenues.

(a) For the payment of the principal of and interest on the Bonds as the same respectively mature, and for the creation of such Sinking Fund Account as may be necessary therefor, the full faith, credit, and taxing power, of the County are irrevocably pledged, and, subject to the provisions of subparagraph (b) of this Section 1, there shall be levied annually by the Auditor of Jasper County, and collected by the Treasurer of Jasper County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County, sufficient to pay the principal and interest of the Bonds as they respectively mature, and to create such Sinking Fund Account as may be necessary therefor.

(b) The Bonds shall be payable from, and additionally secured by a pledge of, the net revenues raised by the Transportation Sales Tax. Upon receipt of the net revenues of the Transportation Sales Tax from the State Treasurer, the Treasurer of Jasper County shall deposit that portion of the net revenues as directed by annual budget of the County Council into the Sinking Fund Account established for the Bonds and shall maintain proper books and records for an accounting thereof. To the extent the net revenues derived from the Transportation Sales Tax are or will be available and on deposit with the Treasurer of Jasper County prior to the due dates of Debt Service for any fiscal year, the County Council shall reduce the amount of taxes required to be levied and collected pursuant to Section 2 of this Article. Such net revenues received by the Treasurer of Jasper County from the State Treasurer from the Transportation Sales Tax shall be deposited in the Sinking Fund Account and on each payment date of the Bonds shall be applied to pay current Debt Service due on the Bonds. Pending such application, moneys held in such Account shall be invested by the Treasurer of Jasper County in accordance with law. All investment earnings shall be applied to pay debt service on the Bonds.

(c) The covenants and agreements herein set forth to be performed by the County shall be for the equal and proportionate benefit, security, and protection of all registered owners of the Bonds without preference, priority, or distinction as to payment or security or otherwise (except as to

maturity) of any of the Bonds or any of the others for any reason or cause whatsoever, except as expressly provided herein or in the Bonds, and, except as aforesaid, all Bonds shall rank *pari passu* and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

(d) The County Council expressly reserves the right to pledge net revenues derived from the Transportation Sales Tax to secure the payment of other obligations of the County, including other general obligation bonds, revenue bonds, notes, leases, or contract obligations, or similar contracts or evidences of indebtedness, and to apply such net revenues that are not required to pay current Debt Service on the Bonds to the costs of Referendum Projects.

(e) Upon payment in full of all principal and interest due on the Bonds, whether at maturity or pursuant to defeasance in accordance with Article VI hereof, all funds derived from the Transportation Sales Tax held by the Jasper County Treasurer in the Sinking Fund Account shall be released from the lien and pledge in favour of the Bonds created hereby and shall be disbursed at the direction of the [County Administrator][Chair][resolution of County Council] to pay costs of the Referendum Projects.

Section 2 Levy and Collection of Property Taxes.

The Auditor and Treasurer of Jasper County, South Carolina, shall be notified of this issue of Bonds and directed to levy and collect, respectively, upon all taxable property in the County, an annual tax, without limit, sufficient to meet the payment of the principal of and interest on the Bonds, as the same respectively mature, and to create such Sinking Fund Account as may be necessary therefor.

ARTICLE IV

SALE OF BONDS; DISPOSITION OF PROCEEDS OF SALE

Section 1 Sale of Bonds.

The Bonds shall be sold, in one or more sales as separate Series, at public or private sale (as may be permitted by law), at the price of not less than 100% of par and any accrued interest to the date of delivery, in accordance with Section 11-27-40(9) of the Code of Laws of South Carolina 1976, as amended, on the terms and conditions as are approved by [the County Administrator][the Chair][resolution adopted by County Council]. The [County Administrator][Chair] is hereby expressly delegated the authority to approve the sale of the Bonds so long as they conform to all of the parameters set forth in Section 1 of Article II hereof. The sale of the Bonds shall be advertised or noticed as directed by the Chief Financial Officer upon the advice of Bond Counsel in accordance with Section 11-27-40(9) of the Code of Laws of South Carolina 1976, as amended. The form of said notices and the conditions of sale are substantially those set forth in Exhibit B attached hereto and made a part and parcel hereof. Bids for the purchase of the Bonds may be received in such form as determined by the Chief Financial Officer to be in the best interest of the County.

Section 2 Disposition of Proceeds of Sale of Bonds and Other Funds.

(a) The proceeds derived from the sale of any Series of Bonds issued pursuant to this Ordinance shall be made use of by the County Council as follows:

(i) Any accrued interest shall be deposited in the Sinking Fund Account and applied to the payment of the first instalments of interest to become due on such Series of Bonds.

(ii) Any premium on such Series of Bonds shall be deposited in the Sinking Fund Account and applied to the payment of principal of or interest on such Series of Bonds.

(iii) The remaining proceeds derived from the sale of such Series of Bonds shall be applied as follows:

(A) Sufficient proceeds shall be applied to defray the costs of issuing such Series of Bonds.

(B) The remaining proceeds of such Series of Bonds shall be applied by the County to fund costs of the Referendum Projects; [describe who will make and when will decisions regarding allocation of Bond proceeds to Project Costs be made].

(C) Any remaining proceeds of a Series of Bonds, after their application to the purposes set forth in subparagraphs (A) and (B) above, together with investment earnings on the proceeds of the Bonds, shall be applied as directed by the [the County Administrator][the Chair][resolution adopted by County Council] to defray costs of other Referendum Projects or to the redemption of [any of][such Series of] the Bonds.

(b) No purchaser or registered owner of the Bonds shall be liable for the proper application of the proceeds thereof.

ARTICLE V

TAX EXEMPTION OF BONDS

Section 1 Exemption from State Taxes.

Both the principal of and interest on the Bonds shall be exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer taxes.

Section 2 Federal Tax Provisions.

The County Council hereby authorise the Chief Financial Officer to execute and deliver a tax regulatory agreement or certificate for the purpose of establishing and maintaining the excludability of interest on the Bonds which Bond Counsel has opined may be excluded from the gross income of the recipients thereof for federal income tax purposes.

ARTICLE VI

DEFEASANCE

Section 1 Release of Ordinance.

(a) If all of the Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the County under this Ordinance, and all other rights granted thereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this Article in each of the following circumstances:

(i) If the Paying Agent shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred, and thereafter tender of such payment shall have been made, and the Paying Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(iii) If the County shall have deposited with the Paying Agent or other escrow agent meeting the requirements of a Fiscal Agent hereunder, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity of the Bonds to be defeased, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, so deposited at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due or to become due on and prior to the maturity date or dates; or

(iv) If there shall have been so deposited either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, so deposited at the same time, shall be sufficient to pay, when due, the principal and interest due or to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of subparagraphs (i), (ii), (iii), or (iv), in order for this Ordinance to be discharged, all other fees, expenses, and charges of the Fiscal Agents, shall have been paid in full at such time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Fiscal Agents shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent for the payment of the principal of, premium, if any, and interest on, the Bonds, to pay to the registered owners of Bonds the funds so held by the Fiscal Agents as and when such payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Fiscal Agents to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the administration of trusts by this Ordinance created and the performance of the powers and duties under this Ordinance of the Fiscal Agents.

Section 2 Deposit of Moneys.

Any moneys which at any time shall be deposited with a Fiscal Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Fiscal Agent in trust for the respective registered owners of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the registered owners of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Fiscal Agent to transfer such funds to the County.

Section 3 Notice of Release of Ordinance.

(a) In the event any of said Bonds are not to be redeemed within the sixty (60) days next succeeding the date the deposit required by Section 1(a)(iii) or (iv) of this Article is made, the County shall give the Fiscal Agent irrevocable instructions to mail, as soon as practicable by first class mail, a notice to the registered owners of such Bonds at the addresses shown on the Books of Registry that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of Section 1 of this Article has been made with the Fiscal Agent, and (ii) said Bonds are deemed to have been paid in accordance with this Article and stating such maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, said Bonds.

(b) The County covenants and agrees that any moneys which it shall deposit with the Fiscal Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article.

ARTICLE VII

AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 1 Amending and Supplementing of Ordinance Without Consent of Registered Owners of Bonds.

(a) The County Council, from time to time and at any time and without the consent or concurrence of any registered owner of any Bond, may enact an ordinance amendatory hereof or

supplemental thereto, if the provisions of such supplemental ordinance shall not materially adversely affect the rights of the registered owners of the Bonds then outstanding, for any one or more of the following purposes:

(i) To make any changes or corrections in this Ordinance as to which the County Council shall have been advised by counsel that the same are verbal corrections or changes or are required for the purpose of curing and correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Ordinance, or to insert in this Ordinance such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable;

(ii) To add additional covenants and agreements of the County for the purpose of further securing the payment of the Bonds;

(iii) To surrender any right, power, or privilege reserved to or conferred upon the County by the terms of this Ordinance;

(iv) To grant or confer upon the registered owners of the Bonds any additional rights, remedies, powers, authority, or security that lawfully may be granted to or conferred upon them; or

(v) To make such additions, deletions, or modifications as may be necessary to assure compliance with section 148(f) of the Code relating to required rebate to the United States of America or otherwise as may be necessary to assure the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(b) The County Council shall not enact any supplemental ordinance authorized by the foregoing provisions of this Section unless in the opinion of counsel (which opinion may be combined with the opinion required by Section 4 hereof) the enactment of such supplemental ordinance is permitted by the foregoing provisions of this Section and the provisions of such supplemental ordinance do not adversely affect the rights of the registered owners of the Bonds then outstanding.

Section 2 Amending and Supplementing of Ordinance With Consent of Registered Owners of Bonds.

(a) With the consent of the registered owners of not less than a majority in principal amount of the Bonds then outstanding the County Council from time to time and at any time may enact an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Ordinance, or modifying or amending the rights or obligations of the County under this Ordinance, or modifying or amending in any manner the rights of the registered owners of the Bonds then outstanding; provided, however, that without the specific consent of the registered owner of each such Bond which would be affected thereby, no supplemental ordinance amending or supplementing the provisions hereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of

interest thereon or the redemption price (or the redemption premium) payable upon the redemption or prepayment thereof; (ii) reduce the aforesaid percentage of Bonds, the registered owners of which are required to consent to any supplemental ordinance amending or supplementing the provisions of this Ordinance; or (iii) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the registered owners of the Bonds of the enactment of any supplemental ordinance authorised by the provisions of Section 1 of this Article.

(b) It shall not be necessary that the consents of the registered owners of the Bonds approve the particular form of the wording of the proposed amendment or supplement or of the supplemental ordinance effecting such amending or supplementing hereof pursuant to this Section. The County shall mail a notice at least once, not more than thirty (30) days after the effective date of such amendment or supplement, of such amendment or supplement postage prepaid, to each registered owner of Bonds then outstanding at his address appearing upon the Books of Registry and to the Paying Agent, but failure to mail copies of such notice to any of the registered owners shall not affect the validity of the supplemental ordinance effecting such amendments or supplements or the consents thereto. Nothing in this paragraph contained, however, shall be construed as requiring the giving of notice of any amendment or supplement of this Ordinance authorised by Section 1 of this Article. No action or proceeding to set aside or invalidate such supplemental ordinance or any of the proceedings for its enactment shall be instituted or maintained unless such action or proceeding is commenced within sixty (60) days after the mailing of the notice required by this paragraph.

Section 3 Notation Upon Bonds; New Bonds Issued Upon Amendments.

Bonds delivered after the effective date of any action taken as provided in this Article may bear a notation as to such action, by endorsement or otherwise and in form approved by the County. In that case, upon demand of the registered owner of any Bond outstanding after such effective date and upon the presentation of the Bond for such purpose at the office of the Paying Agent, and at such additional offices, if any, as the County may select and designate for that purpose, a suitable notation shall be made on such Bond. If the County shall so determine, new Bonds of the same Series, so modified as in the opinion of the County upon the advice of Bond Counsel to conform to the amendments or supplements made pursuant to this Article, shall be prepared, executed, and delivered, and upon demand of the registered owner of any Bond then outstanding shall be exchanged without cost to such registered owner for Bonds then outstanding, upon surrender of such outstanding Bonds.

Section 4 Effectiveness of Supplemental Ordinance.

Upon the enactment (pursuant to this Article and applicable law) by the County Council of any supplemental ordinance amending or supplementing the provisions of this Ordinance and the delivery to the Paying Agent and the County Council of an opinion of Bond Counsel that such supplemental ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon such later date as may be specified in such supplemental ordinance, (a) this Ordinance and the Bonds shall be modified and amended in accordance with such supplemental ordinance, (b) the

respective rights, limitations of rights, obligations, duties, and immunities, under this Ordinance of the County, the Fiscal Agents, and the registered owners of the Bonds, shall thereafter be determined, exercised, and enforced under this Ordinance subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental ordinance shall be a part of the terms and conditions of the Bonds and of this Ordinance for any and all purposes.

Section 5 Supplemental Ordinance Affecting Fiscal Agents.

No supplemental ordinance changing, amending, or modifying any of the rights, duties, and obligations of any Fiscal Agent appointed by or pursuant to the provisions of this Ordinance may be enacted by the County Council or be consented to by the registered owners of the Bonds without written consent of such Fiscal Agent affected thereby.

ARTICLE VIII

CONCERNING THE FISCAL AGENTS

Section 1 Fiscal Agents; Appointment and Acceptance of Duties.

The Paying Agent, the Bond Registrar, the Authenticating Agent, and any escrow agent with respect to the Bonds shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article VIII. Similarly, each financial institution appointed as a successor Paying Agent, Bond Registrar, Authenticating Agent, or escrow agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

Section 2 Responsibilities of Fiscal Agents.

The recitals of fact contained herein and in the Bonds shall be taken as the statements of the County and no Fiscal Agent shall be deemed to assume any responsibility for the correctness of the same except in respect of the authentication certificate of the Authenticating Agent endorsed on the Bonds. No Fiscal Agent shall be deemed to make any representations as to the validity or sufficiency of this Ordinance or of any Bonds or as to the security afforded by this Ordinance, and no Fiscal Agent shall incur any liability in respect thereof. No Fiscal Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiscal Agent. No Fiscal Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiscal Agent shall be liable in the performance of its duties hereunder except for its own negligence or wilful misconduct.

Section 3 Evidence on Which Fiscal Agents May Act.

(a) Each Fiscal Agent, upon receipt of any notice, ordinance, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed

by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiscal Agent may consult with counsel, who may or may not be of counsel to the County, and the opinion of such counsel shall be full and complete authorisation and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of [the County Administrator][the Chair], and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance; but in its discretion the Fiscal Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(c) Except as otherwise expressly provided in this Ordinance, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the County to any Fiscal Agent shall be sufficiently executed if executed in the name of the County by [the County Administrator][the Chair].

Section 4 Compensation.

The County shall pay to each Fiscal Agent from time to time reasonable compensation based on the then standard fee schedule of the Fiscal Agent for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance; provided, however, that any specific agreement between the County and a Fiscal Agent with respect to the compensation of that Fiscal Agent shall control the compensation to be paid to it.

Section 5 Certain Permitted Acts.

Any Fiscal Agent may become the owner or underwriter of any bonds, notes, or other obligations of the County, or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiscal Agent. To the extent permitted by law, any Fiscal Agent may act as a depository for and permit any of its officers or directors to effect or aid in any reorganisation growing out of the enforcement of the Bonds or this Ordinance.

Section 6 Resignation of Any Fiscal Agent.

Any Fiscal Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than sixty (60) days' written notice to the County and not less than thirty (30) days' written notice to the registered owners of the Bonds (as established by the Books of Registry) prior to the next succeeding Interest Payment Date, and such resignation shall take effect upon the date specified in such notice unless a successor shall have been appointed previously by the County pursuant to Section 8 of this Article VIII, in which event such resignation

shall take effect immediately upon the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 7 Removal of Fiscal Agent.

Any Fiscal Agent may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiscal Agent, and signed by either [the County Administrator][the Chair] or the registered owners representing a majority in principal amount of the Bonds then outstanding or their attorneys in fact duly authorised.

Section 8 Appointment of Successor Fiscal Agents.

(a) In case any Fiscal Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Every such Fiscal Agent appointed pursuant to the provisions of this Section 8 shall be a trust company or bank organised under state or federal laws and which is in good standing, within or outside the State of South Carolina, having a stockholders' equity of not less than \$25,000,000 if there be such institution willing, qualified, and able to accept the trust upon reasonable and customary terms.

(b) If in a proper case no appointment of a successor Fiscal Agent shall be made by the County pursuant to the foregoing provisions of this Section 8 within forty-five (45) days after any Fiscal Agent shall have given to the County written notice as provided in Section 6 of this Article VIII or after a vacancy in the office of such Fiscal Agent shall have occurred by reason of its removal or inability to act, the former Fiscal Agent or any registered owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after notice, if any, as the court may deem proper, appoint a successor.

Section 9 Transfer of Rights and Property to Successor.

Any successor Fiscal Agent appointed under this Ordinance shall execute, acknowledge, and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon the successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties, and obligations of the predecessor Fiscal Agent, with like effect as if originally named in that capacity; but the Fiscal Agent ceasing to act shall nevertheless, at the request of the County or at the written request of the successor Fiscal Agent, execute, acknowledge, and deliver, all instruments of conveyance and further assurance and do all things as may reasonably be required for more fully and certainly vesting and confirming in the successor Fiscal Agent all the right, title, and interest, of the predecessor Fiscal Agent in and to any property held by it under this Ordinance, and shall pay over, assign, and deliver, to the successor Fiscal Agent any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing, from the County be required by such successor Fiscal Agent for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers, and duties, any and all such deeds, conveyances, and instruments in writing, shall, on request, and so far as may be authorised by law, be executed, acknowledged, and

delivered, by the County. Each successor Fiscal Agent shall promptly notify the other Fiscal Agents, if any, of its appointment as Fiscal Agent.

Section 10 Merger or Consolidation.

Any corporation or other organisation into which any Fiscal Agent may be merged or converted or with which it may be consolidated or any corporation or other organisation resulting from any merger, conversion, or consolidation or other organisation to which it may be party or any corporation or other organisation to which any Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such corporation or other organisation shall be a bank or trust company organised under state or federal laws, and shall be authorised by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiscal Agent without the execution or filing of any paper or the performance of any further act.

Section 11 Adoption of Authentication.

In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Authenticating Agent may adopt the certificate of authentication of any predecessor Authenticating Agent so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Authenticating Agent may authenticate such Bonds in the name of the predecessor Authenticating Agent or in the name of the successor Authenticating Agent, and in all such cases such certificate shall be of full force and effect.

ARTICLE IX

MISCELLANEOUS

Section 1 Execution of Closing Documents and Certificates.

The Chair, the Clerk, the County Administrator, the Chief Financial Officer of the County, and all other officers and employees of the County, are fully authorised and empowered to take all further action and to execute and deliver all closing documents and certificates as may be necessary and proper in order to complete the issuance of the Bonds and the action of such officers or any one or more of them in executing and delivering any documents, in the form as he or they shall approve, is hereby fully authorised.

Section 2 Vice Chair May Act in Chair's Absence; Acting Clerk May Act in Clerk's Absence.

In the absence of the Chair, the Vice Chair of the County Council is fully authorised to exercise all powers vested in the Chair under this Ordinance. In the absence of the Clerk, the acting Clerk of the County Council is fully authorised to exercise all powers and take all actions vested in the Clerk under this Ordinance.

Section 3 Official Statement.

The County Council hereby approve the use of a Preliminary Official Statement and Official Statement (or similar disclosure documents) relating to any Series of Bonds in such forms as approved by [the County Administrator][the Chair][resolution adopted by County Council] and hereby direct the use thereof with respect to the issuance and sale of any Series of Bonds.

Section 4 Benefits of Ordinance Limited to the County and Registered Owners of the Bonds.

With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County and the registered owners of the Bonds, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County and the registered owners from time to time of the Bonds as herein and therein provided.

Section 5 Ordinance Binding Upon Successors or Assigns of the County.

All the terms, provisions, conditions, covenants, warranties, and agreements contained in this Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the registered owners of the Bonds.

Section 6 No Personal Liability.

No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the County contained in this Ordinance or the Bonds, against any member of the County Council, or any officer or employee of the County, as such, in his or her individual capacity, past, present, or future, either directly or through the County, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, either directly or by reason of any of the obligations, covenants, promises, or agreements, entered into between the County and the registered owners of the Bonds or to be implied therefrom as being supplemental hereto or thereto; and that all personal liability of that character against every such member, officer, and employee is, by the enactment of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of the members, officers, and employees, of the County under the provisions contained in this Section shall survive the termination of this Ordinance.

Section 7 Effect of Saturdays, Sundays and Legal Holidays.

Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in a state where the office of any Fiscal

Agent is located, the action shall be taken on the first secular or business day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday or bank holiday in the State of South Carolina or in a state where the office of any Fiscal Agent is located, the time shall continue to run until midnight on the next succeeding secular or business day.

Section 8 Partial Invalidity.

(a) If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the County or any Fiscal Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the registered owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

(b) If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 9 Continuing Disclosure Undertaking.

(a) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended (“Section 11-1-85”), the County Council covenant to file with a central repository for availability in the secondary bond market when requested:

(i) An annual independent audit, within thirty days of the County Council’s receipt of the audit; and

(ii) Event specific information within 30 days of an event adversely affecting more than five percent of the aggregate of revenues of the County.

The only remedy for failure by the County Council to comply with the covenant in this Section 9 shall be an action for specific performance of this covenant. The County Council specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any registered owner of any Bonds.

(b) Upon the advice of Bond Counsel and the Financial Advisor, the County Council hereby authorise the Chief Financial Officer of the County to execute a Continuing Disclosure Undertaking, with respect to any Series of Bonds to be sold in a securities offering. The County Council further hereby covenant and agree that they will comply with and carry out all of the

provisions of any Continuing Disclosure Undertaking. Notwithstanding any other provision of this Ordinance, failure of the County Council to comply with any Continuing Disclosure Undertaking shall not be considered an event of default with respect to the Bonds; however, any registered owner of Bonds sold by the County in a public offering may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County Council to comply with their obligations under this paragraph.

Section 10 Law and Place of Enforcement of the Ordinance.

This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in said State.

Section 11 Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the County Council, and any part of any resolution or ordinance, inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency.

Section 12 Effective Date of this Ordinance.

This Ordinance shall become effective upon approval following third reading.

(SEAL)

ATTEST:

John A. Kemp, Chair
County Council of Jasper County,
South Carolina

Wanda H. Giles, Clerk
County Council of
Jasper County, South Carolina

First Reading: November 17, 2025
Second Reading: December 15, 2025
Public Hearing: December 15, 2025
Third Reading: _____, _____

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
GENERAL OBLIGATION TRANSPORTATION SALES TAX BOND
SERIES [_____]**

NO. R-__

CUSIP NO. _____

Interest Rate: _____ and 00/100 percentum (_____%)

Maturity Date: _____ 1, _____

Original Date of Issue: _____, _____

Registered Owner: CEDE & Co.

Principal Amount: _____ and 00/100 (\$_____) Dollars

KNOW ALL MEN BY THESE PRESENTS, that **JASPER COUNTY, SOUTH CAROLINA** (hereinafter called the County), a body politic and corporate and a political subdivision of the State of South Carolina, is justly indebted and, for value received, hereby promises to pay the Registered Owner, or registered assigns, hereof on the Maturity Date set forth above (unless this bond be subject to redemption and shall have been duly called for previous redemption and payment of the redemption price made or provided for), the Principal Amount set forth above, and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on the Principal Amount from the most recent [_____] 1 or [_____] 1 to which interest shall have been paid, or if no interest shall have been paid, from the Original Date of Issue, interest being payable to the Maturity Date hereof on the first days of [_____] and [_____] of each year (such dates being hereinafter referred to as the Interest Payment Dates), commencing [_____, _____], at the Interest Rate per annum specified above, until payment of the Principal Amount. The interest so payable and to be punctually paid or duly provided for on any Interest Payment Date will be paid to the person in whose name this bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month immediately preceding such Interest Payment Date (the Regular Record Date), by cheque or draught mailed to the registered owner by [_____] (the Paying Agent) at his address as it appears on the registration books (the Books of Registry) of the County as maintained by the Paying Agent as bond registrar (the Bond Registrar). The principal and premium, if any, of this bond, when due, shall be payable upon presentation and surrender of this bond at the corporate trust office of the Paying Agent in the City of [_____] State of [_____]. Both the principal of and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for payment of public and private debts. For the prompt payment hereof, both principal and interest, as the same shall become due, the full faith, credit, and taxing power, of the County are irrevocably pledged.

THIS BOND is one of an issue of bonds of like original date of issue, tenor, and effect except as to number, denomination, date of maturity, date of authentication, rate of interest, redemption provisions, and registered owner, aggregating _____ Million _____ Dollars (\$_____), issued pursuant to and for purposes authorised by the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended)

as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended; favourable results of a referendum conducted in Jasper County, South Carolina, on November 5, 2024; and an ordinance (the “Ordinance”) duly enacted by the County Council of Jasper County, South Carolina, in order to fund the costs of capital projects of the County and costs of issuance of the Bonds.

THE ORDINANCE contains provisions defining terms; sets forth the terms and conditions upon which the covenants, agreements, and other obligations of the County made therein may be discharged at or prior to the maturity of this bond with provisions for the payment thereof in the manner set forth in the Ordinance; and sets forth the terms and conditions under which the Ordinance may be amended or modified with or without the consent of the registered owner of this bond. Reference is hereby made to the Ordinance, to all provisions of which any registered owner of this bond by the acceptance hereof thereby assents.

[**THE BONDS** maturing on or prior to [_____] 1, ____] are not subject to redemption prior to their maturity. The Bonds maturing after [_____] 1, ____], are subject to redemption on and after [_____] 1, ____], at the option of the County, in whole or in part at any time, and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of \$5,000), at the redemption price of par plus accrued interest to the date fixed for redemption.]

[**IF BONDS** are called for redemption prior to their maturity, notice of redemption, describing the bonds or portions of bonds to be redeemed and specifying the redemption date and place or places where amounts due upon redemption will be payable, must be given by the County by sending a notice, by first class mail, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to the registered owner of each bond to be redeemed in whole or in part at the address shown on the Books of Registry. Failure to give notice by mail or any defect in any notice mailed with respect to any bond shall not affect the validity of the proceedings for redemption as to bonds for which notice was properly given. Interest on the bonds or portions thereof to be redeemed shall cease to accrue from and after the redemption date specified in the notice, unless the County defaults in making due provision for the payment of the redemption price thereof.]

ALL PRINCIPAL, interest, or other amounts due hereunder, shall be payable only to the Registered Owner hereof. This bond may not be transferred except by the Registered Owner hereof in person or by his attorney duly authorised in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner of this bond. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name this bond shall be registered shall be deemed and regarded as the absolute power hereof for all purposes, and payment of the principal of, premium, if any, and interest on, this bond shall be made only to or upon the order of the Registered Owner or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the County upon this bond to the extent of the sum or sums paid. No person other than the Registered Owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under this bond, against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this bond as against a person (including the Registered Owner) other than the

County, as in the case where the Registered Owner is a trustee or nominee for two or more beneficial owners of an interest in this bond.

THE BOND REGISTRAR shall not be required to exchange or transfer any bond [(i) for which notice of redemption has been mailed to the Registered Owner or (ii)] for the period beginning on the Regular Record Date and ending on the next succeeding Interest Payment Date.

THIS BOND and the interest hereon are exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things, required by the Constitution and Laws of the State of South Carolina to exist, to happen, and to be performed, precedent to or in the issuance of this bond exist, have happened, and have been done and performed in regular and due time, form, and manner; that the total indebtedness of the County, including this bond and the issue of which this bond is one, does not exceed any constitutional or statutory limitation thereon; and that provision has been made for the levy and collection of sufficient annual taxes, without limit, for the payment of the principal and interest hereof, as they should fall due.

THIS BOND shall not be entitled to any benefit under the Ordinance or become valid or obligatory for any purpose until it shall have been authenticated by the execution of the Certificate of Authentication which appears hereon by the manual signature of an authorised officer of the authenticating agent.

IN WITNESS WHEREOF, JASPER COUNTY, SOUTH CAROLINA, has caused this bond to be signed in its name by the Chair of the County Council of Jasper County, by his manual signature, attested by the Clerk of the County Council of Jasper County, by her manual signature, under the Seal of Jasper County impressed or reproduced hereon, and this bond to be originally dated the Original Date of Issue.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chair
County Council of Jasper County,
South Carolina

ATTEST:

Clerk
County Council of Jasper County,
South Carolina

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the issue designated herein and issued under the provisions of the within-mentioned Ordinance.

[_____] ,
as Authenticating Agent

By: _____
Authorised Officer

Date of Authentication: _____

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entirety

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____

(Cust)

Custodian _____

(Minor)

under Uniform Gifts to Minors Act _____

(State)

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto _____ (Social Security No. or Other Identifying Number of Assignee _____) the within bond, and does hereby irrevocably constitute and appoint _____ to transfer the said bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____

Signature of Owner: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar programme.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

OFFICIAL NOTICE OF SALE

JASPER COUNTY, SOUTH CAROLINA
(PUBLIC OFFERING)

\$ _____ *

General Obligation [Transportation Sales Tax] Bonds, Series [_____]

*Preliminary, Subject to Change

NOTICE IS HEREBY GIVEN that Jasper County, South Carolina (the "County") will receive electronic bids for all, but not less than all, of the principal amount of Jasper County, South Carolina, General Obligation Transportation Sales Tax Bonds, Series [_____] (the "Bonds") until [_____] A.M. Eastern Time on

[_____, _____, _____]

The sale date of all or any portion of the Bonds may be modified by notice disseminated via TM3 (www.tm3.com) or another electronic information service at least forty-eight (48) hours prior to the time set for the receipt of bids on the modified date of sale. If a new date is selected for the receipt of bids for any or all of the Bonds, it will be disseminated via TM3 (www.tm3.com) or another electronic information service at least forty-eight (48) hours prior to the time set for the receipt of bids.

Electronic bids must be submitted to the Bidcomp/**PARITY** Competitive Bidding System ("**PARITY**"). No other form of bid or provider of electronic bidding services will be accepted. For the purposes of establishing the time all bids are received, the time as maintained by **PARITY** shall constitute the official time. **NOTICE OF A CHANGE OR CANCELLATION WILL BE GIVEN BY NOTIFICATION PUBLISHED ON TM3 (www.tm3.com) NOT LATER THAN [_____] P.M., EASTERN TIME ON THE DAY PRECEDING THE RECEIPT OF BIDS.** Such notice will specify the revised principal amounts and the change to the call provisions, if any, and any later date or time selected for the sale, which may be postponed or cancelled in the same manner. Consideration of the bids and the award of the Bonds will occur by 2:00 P.M. Eastern Time on the same day of the sale. Further information regarding the electronic bidding site may be obtained by contacting **PARITY** at (212) 806-8102.

DESCRIPTION: The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made available to the public. The Bonds will be dated as of the date of delivery, which is expected to occur on [_____, ____]. Interest will be payable semiannually on [_____] 1 and [_____] 1 of each year beginning [_____] 1, ____]. Principal of the Bonds will mature (subject to the right of redemption as hereinafter set forth) on [_____] 1 in the years and amounts, as follows (subject to adjustment as provided herein):

<u>Year</u> <u>Due November 1</u>	<u>Principal*</u>
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	

*Preliminary, Subject to Change

REVISED MATURITY SCHEDULE AND/OR CALL PROVISIONS: The preliminary annual principal amounts (the “Preliminary Annual Principal Amounts”) of the Bonds as set forth above in this Notice of Sale may be revised before the viewing of electronic bids for the purchase of the Bonds. Any such revisions (the “Revised Annual Principal Amounts”) **WILL BE GIVEN BY NOTIFICATION PUBLISHED ON TM3 (www.tm3.com) NOT LATER THAN 4:00 P.M., EASTERN TIME ON THE DAY PRECEDING THE RECEIPT OF BIDS.** In the event that no such revisions are made, the Preliminary Annual Principal Amounts will constitute the Revised Annual Principal Amounts. **BIDDERS SHALL SUBMIT BIDS BASED ON THE REVISED ANNUAL PRINCIPAL AMOUNTS, IF ANY.** Prospective bidders may request notification by facsimile transmission of any revisions to the Preliminary Annual Principal Amounts by so advising and faxing their telecopier number(s) to Brent Roberston, Stifel, Nicolaus & Company, Incorporated, Financial Advisor, at [(____) ____-____] by 4:00 P.M., EASTERN DAYLIGHT SAVINGS TIME, at least one day prior to the date for receipt of bids.

CHANGES TO REVISED MATURITY SCHEDULE: The County further reserves the right to change the Revised Annual Principal Amounts of the Bonds after determination of the successful bidder, by increasing or decreasing the principal amount of the Bonds by not more than fifteen percent (15%) of the total par amount. Such changes, if any, will determine the final annual

principal amounts (the “Final Annual Principal Amounts”). The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the Final Annual Principal Amounts of the Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices shall not change. **THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS.** The County anticipates that the Final Annual Principal Amounts of the Bonds will be communicated to the successful bidder subsequent to the award of the Bonds as soon as possible. **AS A RESULT OF ANY SUCH CHANGES IN THE FINAL ANNUAL PRINCIPAL AMOUNTS, THE SUCCESSFUL BIDDER’S UNDERWRITER’S DISCOUNT WILL BE ADJUSTED SO THAT THE ORIGINAL PURCHASE PRICE BID AS A PERCENTAGE OF PAR REMAINS THE SAME.** Notwithstanding the foregoing, the County may decrease the principal amount of each maturity by more than the percentages stipulated above of each Revised Principal Amount if permitted by the successful bidder.

[TERM BOND OPTION: Bidders may designate two (2) or more of the consecutive serial maturities for the Bonds as one (1) or more term bond maturities equal in aggregate principal amount to, and with mandatory sinking fund redemption requirements corresponding to, such designated serial maturities.]

[OPTIONAL REDEMPTION: The Bonds maturing on or prior to [_____] 1, ____], are not subject to optional redemption prior to their maturity. The Bonds maturing after [_____] 1, ____], are subject to redemption on and after [_____] 1, ____], at the option of the County, in whole or in part at any time, and by lot as to Bonds or portions of Bonds within a maturity designated by the County (but only in integral multiples of \$5,000), at the redemption price of par plus accrued interest to the date fixed for redemption.]

PURPOSE AND SECURITY: The proceeds of the Bonds will be used to fund construction of highways, roads, streets, bridges, and other transportation-related projects facilities, and drainage related thereto in Jasper County and greenspace projects of the County; and to pay costs of issuance of the Bonds. See “THE BONDS - Plan of Finance” in the Preliminary Official Statement.

The Bonds are general obligations of the County and the full faith, credit and taxing power of the County are irrevocably pledged to the payment of the principal and interest thereof. For more complete and detailed information, please see “THE BONDS – Security for the Bonds” in the Preliminary Official Statement.

BOOK-ENTRY REGISTRATION: The Bonds will be dated the date of delivery, which is scheduled to occur on [_____, ____]. The Bonds will be issued as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof, only in book-entry form payable to a nominee of The Depository Trust Company, New York, New York (“DTC”), as securities depository for the Bonds. Reference is made to the Preliminary Official Statement relating to the Bonds for the applicable provisions relating to the transfer of beneficial ownership, the responsibilities of DTC participants, and the right of the County to discontinue use of the book-entry only system.

SUBMISSION OF BID: Electronic bids must be submitted to **PARITY**. All prospective bidders must be contracted customers of i-Deal's Bidcomp Competitive Bidding System. If you do not have a contract with Bidcomp, call (212) 404-8102 to become a customer. By submitting a bid, a prospective bidder represents and warrants to the County that such a bidder's bid for the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid, and enforceable contract for the purchase of the Bonds. By contracting with **PARITY** a prospective bidder is not obligated to submit a bid in connection with the sale. If any provisions of this Notice of Sale shall conflict with information provided by **PARITY** as the selected provider of electronic bidding services, this Notice of Sale shall control.

INTEREST RATE AND BIDDING DETAILS: The rate of interest specified for any maturity may not be less than [__]% and may not exceed [__]% per annum. Bidders may specify the rate or rates of interest the Bonds are to bear in multiples of 1/8th or 1/20th of 1%, but no maturity may bear interest at more than one rate. A bid for less than all of the Bonds, or a bid for less than 100 percent (100.00%) of the par value of the Bonds, or a bid for greater than [__]% of the par value of the Bonds will not be considered.

BASIS OF AWARD: Unless all bids are rejected, the Bonds will be awarded to the responsible bidder whose bid complies with this Notice of Sale and results in the lowest true interest cost to the County. The lowest true interest cost will be determined in accordance with the True Interest Cost ("TIC") method by doubling the semi-annual interest rate, compounded semi-annually, necessary to discount the debt service payments from the debt service payment dates to the dated date of the Bonds and to the aggregate purchase price. If two (2) or more responsible bidders offer to purchase the Bonds at the same lowest TIC, the Bonds may be apportioned between such bidders if it is agreeable to each of the bidders who have offered the price producing the same lowest TIC; provided, that if apportionment is not acceptable to such bidders, the County will have the right to award the Bonds to one of such bidders. There will be no auction. The County reserves the right to waive irregularities in any bid and to reject any or all bids.

NO GOOD FAITH DEPOSIT: A good faith deposit is not required for a bid to be considered for the Bonds.

DELIVERY AND PAYMENT: Delivery of the Bonds will be made through the facilities of DTC within 45 days from the date of award, accompanied by a certified transcript of the record of proceedings, a Signature and No-Litigation Certificate, a Non-Arbitrage and Tax Certificate, and the approving opinion of Howell Linkous & Nettles, LLC. In addition, the approving opinion of Bond Counsel, substantially in the form included as an Appendix to the Preliminary Official Statement, will be delivered to the Purchaser. Certain legal matters are to be passed upon for the County by [____], County Attorney. Payment for the Bonds shall be made by wire transfer in immediately available federal funds. Delivery is expected on or about [_____, ____].

Concurrently with the delivery of the Bonds, the County will furnish a certificate, signed by the appropriate officials, stating in effect that, as of its date and at all times subsequent thereto and up to the time of delivery of the Bonds, the information contained in the Preliminary Official Statement was, and such information contained in the Official Statement is, true and correct in all material

respects and does not contain any untrue statement of a material fact and does not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

CUSIP NUMBERS: The County shall assume no obligation for the assignment of CUSIP numbers for the Bonds or for the correctness of any such numbers printed thereon, but the County will permit such printing to be done at the expense of the successful bidder, provided that such printing does not result in any delay of the date of delivery of the Bonds. Neither the failure to print such numbers on any Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds.

OFFICIAL STATEMENT: A Preliminary Official Statement has been prepared by the County, and such Preliminary Official Statement is deemed final by the County for purposes of compliance with Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Rule”). Any omission of information from the Preliminary Official Statement is allowable under the Rule. The County will prepare and provide to the Purchaser, within seven (7) business days after the award, up to [____] copies of the final Official Statement (the “Final Official Statement”) without cost to the Purchaser. The Final Official Statement shall be in substantially the same form as the Preliminary Official Statement, subject to any additions, deletions, or revisions that the County believes are necessary.

After the award of the Bonds, the County will prepare copies of the Final Official Statement and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request. The successful bidder shall be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. Additional copies of the Final Official Statement may be printed at the successful bidder’s expense, if such bidder agrees to pay the County in advance for the cost of any additional copies.

PURCHASER’S CERTIFICATION REGARDING ISSUE PRICE:

The winning bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County on the Closing Date an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Howell Linkous & Nettles, LLC, Bond Counsel for the County. All actions to be taken by the County under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the County by the County’s municipal advisor identified herein and any notice or report to be provided to the County may be provided to the County’s municipal advisor.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because: (i) the County shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably

designed to reach potential underwriters; (ii) all bidders shall have an equal opportunity to bid; (iii) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (iv) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the County shall so advise the winning bidder. The County may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold the offering price rule”), in each case applied on a maturity by maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the County if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The County shall promptly advise the winning bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold the offering price rule. Bids will not be subject to cancellation in the event that the County determines to apply the hold the offering price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold the offering price rule in order to establish the issue price of the Bonds.

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold the offering price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (A) the close of the fifth (5th) business day after the sale date; or (B) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the County the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The County acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold the offering price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold the offering price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold the offering price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold the offering price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold the offering price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold the offering price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale: (i) "public" means any person other than an underwriter or a related party, (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or

\$ _____
JASPER COUNTY, SOUTH CAROLINA
General Obligation Transportation Sales Tax Bonds, Series _____

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. *Reasonably Expected Initial Offering Price.*

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. *Defined Terms.*

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, ____.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Jasper County, South Carolina (the "County") with respect to certain of the representations set forth in the Non-Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Howell Linkous & Nettles, LLC in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the County from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: _____, _____

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

CONTINUING DISCLOSURE UNDERTAKING

AGENDA

ITEM # 20



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
wagner@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	December 15, 2025
Project:	Development Agreement between Hiers Pine Level, LLC and Jasper County
Submitted For:	Public Hearing and 1 st Reading

Description: This is an Ordinance for consideration to enter into a Development Agreement between Hiers Pine Level, LLC and Jasper County. On July 21, 2025, County Council approved 1st Reading of an Ordinance to re-zone a property consisting of 264.53 acres to Resource Extraction for the purpose of a mining operation. The property is located at the southeast intersection of Heritage Road (Highway 3) and Pine Level Church Road. A public Hearing was held on August 18, 2025. The County Council asked for a Development Agreement to address concerns that were raised by the Planning Commission and during public comments. In addition to the Development Agreement, the Council also asked the applicant to hold a public meeting with the community, which took place in early August.

Analysis: The Development Agreement has been thoroughly reviewed by Mr. Flynn, Interim County Attorney. The Development Agreement provides standards that will apply to the mining operation. These standards will regulate **height of equipment, hours of operation, processing and/or drying procedures, stormwater management, safe edge (sloping), berm for buffering, noise abatement, groundwater, reclamation plan, end use plan, reclamation bond, and an escrow account for road maintenance.**

The hours of operation and noise abatement should be considered and determined by the County Council.

The proposed hours of operation are Monday – Saturday from 6:00 am – 4:00 pm. Based on a previously approved Development Agreement for another mining operation, the hours of operation were 6:30 am – 5:30 pm, Monday – Saturday (see page 10 of the Development Agreement).

In regards to noise abatement the Property Owner will implement BMPs to minimize noise generated by project activities to include maintaining functional mufflers on all equipment (including trucks, excavators, pumps, and similar machinery) and locating pumps or other stationary noise sources to reduce noise impacts on adjacent properties. Average noise levels from the Project shall not exceed fifty-five decibels at any point located one thousand (1,000) feet from the approximate limits of the Project area, as measured over a reasonable time period.

Notwithstanding the foregoing, the project will comply with Section 16:2 of the Jasper County Zoning Ordinance, which regulates noise continuously from a use not to exceed a frequency band of 75 – 150 cycles per second, which is equivalent to 55 decibels.

Attachments:

1. Ordinance
2. Development Agreement with Exhibits

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE 2025-_____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN HIERS PINE LEVEL, LLC AND JASPER COUNTY, SOUTH CAROLINA REGARDING REAL PROPERTY BEARING JASPER COUNTY TAX MAP NUMBER 052-00-03-012 CONSISTING OF +/-264.53 ACRES PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND CHAPTER 20, ARTICLE 4 OF THE CODE OF ORDINANCES OF JASPER COUNTY, SOUTH CAROLINA; AUTHORIZING THE CHAIRMAN OF JASPER COUNTY COUNCIL TO EXECUTE AND DELIVER THE SAME; AND OTHER MATTERS RELATING THERETO

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the "Act"), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Jasper County Council ("Council"), the governing body of Jasper County, South Carolina (the "County") has adopted Title 20, Article IV of the Code of Ordinances of Jasper County governing Jasper County's participating in development agreements (the "Development Agreement Ordinance"); and

WHEREAS, Hiers Pine Level, LLC, as owner (the "Owner") and developer (the "Developer") owns certain real property consisting of +/- 264.53 acres and identified as TMP 052-00-03-012 (the "Property"), and plans to develop the Property as a mining operation; and

WHEREAS, pursuant to the Act and the Development Agreement Ordinance, the County is authorized to enter into binding development agreements with certain entities having legal and equitable interests in real property; and

WHEREAS, the County, the Owner, and the Developer have now concluded their negotiations with respect to the terms for a development agreement for the

Property subject to the development agreement, the form of which is attached hereto as Exhibit A (the “Development Agreement”); and

WHEREAS, the County has provided for and held the statutorily required public hearings, finds that the Development Agreement is consistent with the Comprehensive Plan for Jasper County, as amended, meets the requirements of the Act and Development Agreement Ordinance, and that approval of the Development Agreement would be in the best interests of the County; and

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

1. The Development Agreement, in substantially the form attached hereto as Exhibit A, with such minor or grammatical changes as the Chairman of Jasper County Council shall approve upon the advice of the interim County Attorney and County Administrator, his execution of a definitive Development Agreement to be conclusive evidence of such approval, is hereby approved.

2. The Chairman of Jasper County Council is hereby authorized to execute and deliver, on behalf of Jasper County, the Development Agreement on behalf of the County and the Clerk to Council is authorized to attest the signature of the Chairman of the Jasper County Council.

3. This ordinance shall take effect upon approval by Council and the recording of the Development Agreement in the Register of Deeds Office for Jasper County, South Carolina within fourteen (14) days of the final execution of the Development Agreement by the County, the Owner and the Developer.

[Remainder of Page Intentionally Left Blank]

Jasper County Council

BY: _____
John Kemp
Chairman

ATTEST: _____
Wanda Simmons-Giles
Clerk to Council

ORDINANCE: #2025-__

First Reading: December 15, 2025
Public Hearing#1
Second Reading: _____
Public Hearing#2 _____
Enactment: _____

It is required that Exhibit A be attached before the second reading.

Reviewed for form and draftsmanship by the Jasper County Attorney.

Pope Flynn, LLC

Date

EXHIBIT A

FORM OF DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

HIERS PINE LEVEL, LLC

AND

JASPER COUNTY, SOUTH CAROLINA

January ____, 2026

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EXHIBITS

- Exhibit A: Boundary Survey
- Exhibit B: Development Schedule
- Exhibit C: Current Regulations
- Exhibit D: Development Agreement Ordinance
- Exhibit E: Legal and Equitable Owners
- Exhibit F: DES Reclamation Bond Estimate Calculation Form
- Exhibit G: Site Plan Showing Buffers and Other Features
- Exhibit H: Road Schematic
- Exhibit I: Road Escrow Calculation

**DEVELOPMENT AGREEMENT BY AND BETWEEN
HIERS PINE LEVEL, LLC, AND JASPER COUNTY, SOUTH CAROLINA**

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the “Agreement”) is entered as of the ____ day of _____, 2025, and shall be effective as of the date of recording of this fully approved and executed Agreement (the “Effective Date”), by and between Hiers Pine Level, LLC, a South Carolina limited liability company, (the “Developer”), Hiers Pine Level, LLC (the “Property Owner”), and Jasper County, South Carolina (the “County”).

RECITALS

This Agreement is predicated upon the following:

- I. The Code of Laws of South Carolina 1976, as amended (the “SC Code”) Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the “Act”), enables political subdivisions of the State of South Carolina to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.
- II. Article IV, Title 20 of the County’s Code of Ordinances (the “Development Agreement Ordinance”) governs the County’s participation in development agreements, and this Agreement conforms to the provisions thereof.
- III. The County conducted public hearings regarding its consideration of this Agreement on _____, and _____, after publishing and announcing notice, in accordance with the Act.
- IV. Jasper County Council, as the governing body of the County (the “County Council”) enacted Ordinance Number 2025-_____ on _____, (a) determining that this Agreement is consistent with the Comprehensive Plan (as defined below), the Act, and the Current Regulations (as defined below), and (b) approving this Agreement. A copy of the Ordinance is attached hereto as Exhibit D, and incorporated herein by reference.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. The Real Property. The property subject to this Agreement is identified as TMS # 052-00-03-012, consisting of approximately two hundred sixty-four and 53/100ths (264.53) acres, of which approximately two hundred nine and 3/10ths (209.03) acres are highland (the “Real Property”). A boundary survey of the Real Property is attached as Exhibit A.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) “Agreement” means this Development Agreement, including the recitals and exhibits attached hereto.

(b) “Comprehensive Plan” means the Jasper County Comprehensive Plan adopted pursuant to SC Code Section 6-29-510 et seq., as amended; approved by Ordinance No. 2018-17, enacted by County Council on November 5, 2018 and recorded in the Jasper County Register of Deeds Office in Book 0583 at Page 0742.

(c) “County” means Jasper County, South Carolina.

(d) “Current Regulations” mean the Comprehensive Plan; the Zoning Ordinance; the Excavation Ordinance; and the Land Development Regulations; all as amended through the Effective Date hereof and attached hereto as Exhibit C, excluding the Comprehensive Plan. “Current Regulations” do not include subdivision plat and development plan procedural processes and fees.

(e) “Development” means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into parcels. “Development,” as designated in a law or Development Permit, includes the planning for and all other activity customarily associated with

it unless otherwise specified. When appropriate to the context, “Development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(f) “Developer” means Hiers Pine Level, LLC, a South Carolina limited liability company, holds title to the Real Property, and includes all subsidiaries and other entities that have legal or equitable interest on the date of execution hereof in any of the Real Property as described in Section 5, and includes Hiers Pine Level, LLC’s successors in interest or successors in title and/or assigns by virtue of assignment or other instrument pursuant to Section 28 hereof.

(g) “Development Parcel” means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

(h) “Development Permit” includes a County building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or and any other official action of the County having the effect of permitting the Development or use of Real Property.

(i) “Excavation Ordinance” means Appendix A, Article XIV of the County Code of Ordinances, as may be amended from time to time and which is currently incorporated as part of the Zoning Ordinance.

(g) “Facilities” means major capital improvements to be constructed on the Real Property including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. Except as may be specifically provided for in this Agreement, and in consideration, in part, of the fees to be paid to Jasper County pursuant to Section 14, the Property Owner is specifically exempted from any County requirement for the provision of facilities relating to public

education, public health systems and facilities, libraries, parks and recreational facilities, public housing, jails and other detention sites, courts, and police. Such exemptions shall not, however, exempt Property Owner from payment of applicable user, tap and impact fees, respectively, for any such facilities.

(h) “Land Development Regulations” means ordinances and regulations enacted by County Council for the regulation of any aspect of Development and include County zoning, rezoning, subdivision, building construction, sign regulations or any other regulations controlling the Development or use of Real Property. The Land Development Regulations in existence as of the date hereof of currently codified in the County Code of Ordinances at Appendix B, the current version of which is fully incorporated herein.

(i) “Law” means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules, custom and usage (formal and informal) adopted by the County Council affecting the Development of the Real Property, and includes laws governing permitted uses of the Real Property, governing density, and governing design, improvement, and construction standards and specifications, except those regarding the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(j) “Lot” means a Development Parcel identified in a Subdivision Plat recorded in the Jasper County Register of Deeds Office.

(k) “Parcel” means any of those tracts of Real Property that are identified on the Boundary Survey, attached as Exhibit A, as same may be specifically identified by the filing of a subdivision application.

(l) “Parties” means the Property Owner, the Developer, and the County.

(m) “Permits” include any and all governmental or other permits, consents, approvals, certifications, licenses, authorizations, utility connections, annexation, zoning, special use, certificate of designation or other land use designation as may be necessary to allow Property Owner or its assignee to operate a resource extraction mining operation or other permitted facility or operation for which no appeal has been taken within the time required by law.

(n) “Project” is the Development that will occur within and upon the Real Property.

(o) “Property Owner” means Hiers Pine Level, LLC.

(p) “Required Permit Conditions” means those conditions to be included in any development or building permit issued by the County under the Resource Extraction provisions of the Land Development Regulations, as more particularly itemized in Section 14 herein

(q) “Subdivision Plat” means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(r) “Term” shall have the meaning set forth in Section 16 of this Agreement.

(s) “Vested Rights” shall have meaning set in section 9(b) of this agreement.

(t) “Zoning Ordinance” means the County’s zoning regulations in existence as of the date hereof of currently codified in the County Code of Ordinances at Appendix A, the current version of which is fully incorporated herein.

3. Compliance with the Act and Development Agreement Ordinance.

(a) Pursuant to Section 6-31-60 of the Act, a list of all individuals/entities with an equitable or legal interest in the Real Property is attached hereto as Exhibit E.

(b) Pursuant to the Development Agreement Ordinance, (i) no portion of the Real Property shall be reserved or dedicated for public purposes, (ii) any environmental impact studies or reports shall only be implemented as may be required by the South Carolina Department of

Environmental Services (“DES”) or any other applicable regulatory body under the Mining Act and Mining Regulations (as such terms are defined herein), and (iii) no requirements for historic preservation are necessary, but certain restoration and maintenance obligations are expressly dictated by the terms hereof.

4. Relationship of the Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes “state action” for any purposes.

5. Legal Description of the Real Property. The Real Property, which is the subject of this Agreement, is generally described by reference to a boundary survey of the Real Property as set forth in Exhibit A and incorporated herein by reference. The Real Property currently consists of approximately two hundred nine and 3/10ths (209.03) acres of highland and approximately fifty-five and 50/100ths (55.5) acres of wetlands, with a total gross acreage of approximately two hundred sixty-four and 53/100ths (264.53) acres.

6. Intent of the Parties. The Parties agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, to their successors in title and/or assigns. The Parties are entering into this Agreement in order to secure benefits and burdens referenced in the Sections 6-31-10 et seq of the Act. To that end, the Parties agree to cooperate fully with each other to accomplish the purposes of this Agreement during the term of this Agreement, including any applicable renewals as described in Section 20.

7. Consistency with the County's Comprehensive Plan and Land Development Regulations.

This Agreement is consistent with the Current Regulations. Whenever expressed or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that nothing in this section is intended to revoke or repeal the review, variance, special exception, or appeal authority of other bodies contained in SC Code Section 6-29-800 or in the Current Regulations.

8. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of County Council, subject to compliance with applicable statutory procedures and consistent with Section 9(a). This Agreement constitutes a legislative act of County Council. County Council approved this Agreement only after following procedures required by Sections 6-31-10 et seq of the Act and the Development Agreement Ordinance. This Agreement shall not be construed to create a debt of the County as referenced in Section 6-31-145 of the Act.

9. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or the Act, the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations, attached hereto as Exhibit D. The County may apply a subsequently adopted law to the Developer only if the subsequently enacted law meets the requirements of the SC Code Section 6-31-80(B), as the same may be amended from time to time.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property for the term of this Agreement or until earlier terminated, cancelled or suspended pursuant hereto.

(c) Preservation of Rights. Subparagraph 9(a) of this Agreement does not abrogate any rights either preserved by SC Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement under the Act.

10. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Title 6, Chapter 9 of the SC Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Title 6, Chapter 9 of the SC Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the County to exercise governmental powers and pass laws not applicable to development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 9(a).

11. Local Development Permits and Other Permits Needed. The Parties anticipate that local Development Permits and other regulatory permits will be needed to complete the Project in compliance with the Current Regulations, including, but not limited to, the imposition of conditions on the Development Permit under the Excavation Ordinance, and the Required Permit

Conditions. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Property Owner of the necessity of complying with the Law governing permit requirements, conditions, terms, or restrictions.

12. Permitted Land Uses and Intensities. The permitted land uses and intensities set forth in the Resource Extraction zoning district, with attendant conditions, included in the Current Regulations, as attached hereto as Exhibit C, are allowed on the Real Property.

13. Standards. All standards and regulations pertaining to the Resource Extraction zoning designation, with attendant conditions as applicable, including but not limited to the Required Permit Conditions, building development standards, setbacks, buffers, fencing, signage, conditional use requirements, parking, off street loading, landscaping, height, tree-protection, vibration, noises, air pollution, odors, toxic matters and hazardous waste, fire and explosive hazards, radioactive materials, light and glare, electromagnetic interference, smoke and particulate matter, fumes, vapors, heat, cold, dampness, or movement of air, financial security, water supply, sewage, disposal requirements, road classification and design standards, construction standards, storm water design, and all other required regulations and standards found in the Current Regulations shall apply with respect to planned uses for which Property Owner seeks site plan approval. Other statutes, regulations and ordinances not specifically included in the Current Regulations, such as any uniform codes under Title 6, Chapter 9 of the SC Code or similar Laws shall also apply.

14. Required Permit Conditions. As a condition of any Development Permit or other permit required to allow mining or other resource extraction on the Property, the following conditions shall be included in such permit, in addition to any other conditions deemed desirable under the

Excavation Ordinance. This Agreement, or these conditions, shall not apply to or supersede the existing Jasper County zoning permit issued for the Real Property which allows excavation.

- (i) **Height** – No equipment, piles or other on-site activities shall exceed thirty (30') feet in height, on a permanent basis, above the lowest natural grade existing on the site
- (ii) **Hours of Operation** – Typical hours of operation are limited to [6:00a.m to 4:00 p.m] or [6:30 a.m. to 5:30 p.m.] Monday through Saturday. These hours will not apply during a natural disaster, or for emergency repairs.
- (iii) **Processing or Drying** – Soil excavated from the Project may need to be dried before it can be transported off-site. The drying process may be accomplished by placing the soil in piles to allow natural gravitational drainage and air drying, or by discing or other comparable methods. Limited on-site processing of excavated materials is permitted only to the extent necessary to remove deleterious substances or unsuitable soils.
- (iv) **Stormwater** – The Project site shall be designed so that the quantity and quality of runoff being discharged shall be controlled through Best Management Practices (BMPs). Acceptable BMPs may include, but not be limited to: check dams, diversions, filter berms, drop structures, dust suppressants, mulching, rip-rap, sediment basins, sediment traps, and vegetation.
- (v) **Safe Edge** - Final reclamation of the excavated area shall include slopes at a minimum as required in Section 89-330 of the SC Code of Regulations (the "Mining Regulations"), as promulgated by DES under the Title 48, Chapter 20 of the SC Code (the "Mining Act") . Slopes shall not be steeper than 3H:1V, extended to a depth six (6) feet below the projected final normal water level (average groundwater level) as shown on Exhibit G.

(vi) **Berm** – As shown on the preliminary site plan attached hereto as Exhibit G, including the cross section associated therewith, the Owner shall construct and maintain an earthen berm along the north-western and northern boundary of the site to serve as a visual, sound, and safety buffer between the mining activities and adjacent properties. The berm shall be not less than eight feet (8') in height and thirty-four feet (34') in width at its base, shall be located entirely on the permitted property as shown on Exhibit G, and shall not encroach into any required setbacks, rights-of-way, or easements. The berm shall be constructed using clean fill material, properly compacted and stabilized with side slopes not to exceed 3:1 or other ratio as approved and designed by Owner's engineer, and shall be vegetated with native or adaptive plantings to ensure year-round screening. The Operator shall maintain the berm in a safe and stable condition for the duration of the mining activities and reclamation period, and all erosion or vegetative loss shall be promptly repaired. Construction of the berm shall be completed prior to the commencement of active mining operations, and shall be adequately and properly maintained throughout the life of the Project.

(vii) **Noise Abatement** – The Property Owner shall implement BMPs to minimize noise generated by Project activities. At a minimum, such BMPs shall include maintaining functional mufflers on all equipment (including trucks, excavators, pumps, and similar machinery) and locating pumps or other stationary noise sources to reduce noise impacts on adjacent properties. Average noise levels from the Project shall not exceed fifty-five decibels at any point located one thousand (1,000) feet from the approximate limits of the Project area, as measured over a reasonable time period. Notwithstanding the foregoing, the Project will comply with Section 16:2 of the Jasper County Zoning Ordinance.

(viii) **Groundwater** – Groundwater dewatering measures shall be governed by Section 89-120 of the Mining Regulations. Residential wells installed in the area surrounding the Real Property are typically drilled to a depth varying between one hundred fifty (150) feet to two hundred eighty (280) feet below ground surface, and are screened in the underlying limestone. A confining layer exists between the water table and the limestone aquifer. The water table surface generally occurs between an average eight (8) feet to ten (10) feet below ground surface. During excavation activities, the water table will be managed within the Project to occur at approximately the bottom of the excavation. The depth to the bottom of the excavation shall not occur lower than sixty (60) feet.

(ix) **Reclamation Plan** – Prior to issuance of a Development Permit or other permit from the County, the Developer shall provide a DES approved reclamation plan in accordance with Section 48-20-90 of the SC Code. The basic objective of the reclamation plan shall be to establish, on a continuing basis, a vegetative cover, soil stability, and water and safety conditions appropriate to the area. In addition, the plan will include the planned use or uses to which the affected lands will be rehabilitated.

(x) **End Use Plan** – Prior to issuance of a Development Permit or other permit from the County, the Developer shall provide an “End Use Plan”, which shall generally depict the ground surface of the Project site is restored to a condition permitting one of the following uses: agricultural, residential, recreational, or non-residential. If recreation is identified as the restored use, its management plan shall be generally described in the End Use Plan. The End Use Plan shall depict a pond that is generally curvilinear in shape, and shall not contain unsightly residual high ground fingers.

(xi) **Bond** – The Developer shall provide a final reclamation bond. See the Mining Act, the Mining Regulations and Section 15 hereof for more detailed requirements thereof.

(xii) **Escrow Account** – During the life of the Project, the Developer shall establish and maintain a road escrow account to fund maintenance costs associated with road degradation and damages related to the operation of the Project in accordance with Section 16 below.

(xiii) **Renewal/Termination** – In the event that this Agreement terminates by its terms and is not otherwise amended, modified or extended such that this Agreement or a similar statutory development agreement is in place and covering the Property (see generally Section 20 hereof, then any Development Permit or other permit to operate the Project shall immediately terminate and the Project shall cease operations.

15. Developer Covenants and Agreements. In consideration of the rezoning of the Real Property and the development of the Project, the Developer and the Project Owner further covenant, agree and acknowledge that:

(a) At the conclusion of this Agreement, the Real Property may revert to rural preservation zoning.

(b) A dry hydrant for firefighting water, will be installed by Property Owner, at a mutually agreed location, once the reclamation is complete. Subject to appropriate access easements being granted to the County, the dry hydrant will be maintained by the County.

(c) As shown on the schematic attached hereto as Exhibit H, the Developer will: (i) recess the entry gate to the Project, to allow any waiting trucks to be off of the public right-of-way for Pine Level Road; (ii) pave the first one hundred (100') feet of the entry road, to avoid dust or mud on the public right-of-way; and (iii) construct an entry road that will be approximately four hundred eighty-seven (487') feet from Highway 3, on Pine Level Church Road.

(d) As shown on the site plan attached hereto as Exhibit G, the Developer will (i) install and will maintain setbacks and a vegetative buffer (see Section 14(VI) hereof regarding the “Berm”) along both public roads and elsewhere on the Property as may be required under the Land Development Regulations; and (ii) will install and maintain a sedimentation pond, to ensure ground water levels and water quality of adjacent wetlands.

(e) During the term of this Agreement, the Owner agrees to sell fill dirt from the Project to the County at a discounted rate of one dollar (\$1.00) per cubic yard below the standard price for any fill dirt purchased by the County for use on County-owned property or within County-maintained easements.

16. Bond In accordance with Section 48-20-110 of the Mining Act and the Mining Regulations thereunder, the Developer shall provide a bond, as applicable, in favor of the State of South Carolina, to ensure final reclamation of the Project site. The bond amount will be calculated utilizing the most current version of the attached DES reclamation bond estimate calculation form, a copy of which is attached hereto as Exhibit F.

17. Road Maintenance

(a) Pre-operation. Before sale of mining materials generated by the Project, the Developer will improve and resurface Pine Level Church Road for a distance of five hundred sixty nine feet as shown on Exhibit G. Preliminary cost estimates for such improvements are assume to equal approximately \$200,000.00, and such work and amount shall be procured and completed at the sole cost and expense of the Developer. All improvements must be completed to the reasonable satisfaction of the South Carolina Department of Transportation and the County as a precondition for the Project to begin and continue operations.

(b) Escrow. The Property Owner shall establish and maintain a dedicated road maintenance bond with the County to ensure that funds are available to repair and maintain public roadways that may be damaged, degraded, or otherwise directly impacted by the Operator's mining activities (the "Road Bond"). Any Road Bond proceeds shall be used exclusively by the County, or its assigns, for maintenance, repair, resurfacing, or reconstruction of public roadways in, near, or around the Project that experience damage, degradation, or unusual wear reasonably attributable directly to mining operations, including the transportation of materials, equipment, or supplies to or from the Project.

(c) Posting. Commencing upon initiation of commercial mining operations and continuing for each calendar year thereafter until cessation of operations and final reclamation of the Project, the Property Owner shall post and maintain the Road Bond in an amount determined in accordance with the methodology set for in Exhibit I attached hereto and incorporated herein by reference. Notwithstanding the foregoing, in no event shall the face amount of the Road Bond be less than [\$250,000]. Failure to continue the required Bond Payment shall constitute a material default under this Agreement, entitling the County to draw upon any performance or reclamation bond, suspend permits, or take other remedies available at law or in equity. Further, the Road Bond shall be issued by a corporate surety company licensed to do business in the State of South Carolina, and possessing an A.M. Best rating of not less than A- VII or equivalent. No substitution, cancellation, or modification of the Road Bond shall occur without prior written consent of the County.

18. Traffic Considerations.

(a) Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts – both within and outside of the Project site. The Property Owner agrees to work with all appropriate planning agencies to assure said planning occurs. Specific bonding and maintenance requirements are included in the Required Permit Conditions.

(b) Road Access. The Parties agree that in order to safely and more effectively accommodate the pedestrian and vehicular traffic associated with the known development plans for the County, including the Project, proper road access is a top priority. Access to the Real Property is currently provided from Pine Level Church Road and shall comply with Current Regulations. Additionally, the condition of these roads will be documented to the satisfaction of the County and the owning and/or maintaining entity prior to the beginning of construction on the Property.

(c) Maintenance. Maintenance, repair, and restoration of Pine Level Church Road and other public roadways providing access to or affected by the Project (collectively, the “Affected Roadways”) shall be funded from the Road Bond. The County may use such funds to perform, or to contract for the performance of, maintenance and repair activities necessary to address any damage, degradation, or accelerated wear reasonably attributable to the hauling or transport of materials, equipment, or supplies to or from the Project.

(d) Conformance with South Carolina law. The Project, including all activities conducted by the Property Owner, operator, contractors, subcontractors, and transport vehicles associated with the mining operations, shall at all times operate in full compliance with all

applicable federal, state, and local transportation and traffic laws, regulations, and ordinances. All vehicles engaged in the hauling or transport of materials to and from the Project site shall observe posted speed limits, weight restrictions, tarp and load-coverage requirements, and designated haul routes, and shall be operated in a safe and lawful manner. The Property Owner shall be responsible for ensuring that all drivers and carriers under its control or contract are informed of and adhere to these requirements.

19. Indemnity

(a) The Property Owner shall indemnify, defend, and hold harmless the County, its officers, officials, employees, agents, successors, and assigns (collectively, the "County Indemnitees") from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses (including reasonable attorneys' fees and expert witness fees) arising out of or related to: (a) the construction, operation, maintenance, or reclamation of the Project; (b) any act or omission of the Property Owner, its employees, agents, contractors, or subcontractors in connection with the Project; (c) damage to public or private property, including roadways, rights-of-way, or drainage systems, resulting from mining operations or associated transportation activities; or (d) any bodily injury, sickness, disease, or death of any person, or damage to or loss of any tangible or intangible property, arising out of or caused by the Project.

(b) Without limiting the generality of the foregoing, the Operator shall specifically indemnify and hold the County Indemnitees harmless from any claim, cost, or liability (including remedial and response costs) arising from the release or threatened release of any hazardous or regulated substance on, under, or migrating from the Project site, or any violation of federal, state, or local environmental law, rule, or regulation by the Property Owner or its agents.

(c) Upon written notice from the County, the Property Owner shall assume the defense of any claim, suit, or proceeding brought against any County Indemnitee to which this indemnity applies. The County shall have the right, at its sole discretion and expense, to participate in such defense with counsel of its choosing. The Property Owner shall not settle or compromise any such claim without the County's prior written consent if the settlement imposes any liability, obligation, or admission of fault upon the County.

(d) The provisions of this Section 18 expressly survive the termination of this Agreement.

20. Fees.

(a) Development and Impact Fees. The County specifically finds that the burden, if any, that the Project will have on County infrastructure and services, other than roads, will be less in a material respect than the burden anticipated from the development of other commercial or residential development projects in the County. Specifically, County finds that the burden of the Project is significantly decreased because there are no uses that will materially increase the burden on utility services, or police, fire and school services. The County specifically acknowledges and agrees that there are no development fees currently imposed by the County that are applicable to the Project, other than the usual and customary application, inspection and similar fees generally applicable to all development ("Customary Fees"), as may be amended by the terms of this Agreement, and will not impose any other development fees, including impact fees, on the Project during the term of this Agreement other than the fees, payments and charges due hereunder and the Customary Fees.

(b) Business License Fee. Property Owner and County acknowledge that the Project is subject to certain business license fees pursuant to Chapter 8 of the County's Code of Ordinances.

21. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the Effective Date of DES Permit to Operate.

(b) Interim Completion Dates. The Property Owner projects that during the years after the execution and adoption of this Agreement, the Project will be developed in accordance with the Developer Schedule attached hereto as Exhibit B and incorporated herein.

22. Term of the Agreement. The term of this Agreement shall be five (5) years, commencing on the Effective Date; provided, however, that this Agreement may be renewed upon the Agreement of the Parties. In the event that this Agreement expires by its terms and is not otherwise renewed or extended by the Parties, the DES Permit to Operate is subject to revocation and any other County-issued permits, including the Development Permit, shall be immediately and automatically withdrawn such that operation of the Project is no longer permitted. The foregoing provision shall expressly survive any termination of this Agreement.

23. Amending or Canceling the Agreement. Any amendment to this Agreement shall comply with the provisions of Sections 6-31-10 et seq of the Act. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the County.

24. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations

25. Periodic Review. The zoning administrator or another appropriate County official designated by County Council shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the County finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the County shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.

If the Property Owner fails to cure any material breach within the time given, then the County unilaterally may terminate or modify this Agreement. the County may seek actual damages and foreclosure of its equitable lien in such appropriate civil cause of action in the Court of Common Pleas for Jasper County; provided, that in the case of a modification or termination, the County has first given the Property Owner the opportunity: (1) to rebut the County's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the County with respect to the findings and determinations.

26. Severability. Subject to the provisions of SC Code Section 6-31-150, if any word, phrase, sentence, paragraph, provision, or exhibit of this Agreement shall either be terminated by any provision stated therein or finally adjudicated to be invalid, void, or illegal it shall be deleted and in no way affect, impair, or invalidate any other provision or agreement hereof.

27. Merger. This Agreement, including all Exhibits, the terms of which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for

the respective rights, benefits and burdens undertaken by the Parties, and subject to SC Code Section 6-31-80(B) the Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein for the term of this Agreement, or until earlier terminated, cancelled or suspended pursuant hereto.

The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.

28. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

29. Venue. Any action brought under or involving this Agreement shall be brought in Jasper County, South Carolina.

30. Default.

(a) Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default and such party has not cured or commenced curing such default, the non-breaching party may pursue all available legal and equitable remedies, including termination of the Agreement as may be allowed under the Act; however, the Parties agree that neither Party is

entitled to punitive damages. Waiver of a default shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

(b) Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance. However, if there is a dispute between the County and Property Owner, or its successor or assign, concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute Resolution with subsequent judicial action lying in the Court of Common Pleas for Jasper County, shall be initiated by one Party notifying the other Party or Parties in writing of the dispute together with a request for mediation as described herein. The Parties agree that disputes under this Agreement not involving the Current Regulations are contractual matters, not appealable to the Zoning Board of Appeals or the Planning Commission, but to the Court of Common Pleas for Jasper County; however, matters involving the application of the Current Regulations are not contractual, but are subject to the administrative review and appellate provisions involving the Zoning Board of Appeals or the Planning Commission.

31. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with the Jasper County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

32. Third Parties. This Agreement shall not be binding and shall have no force or effect as to persons or entities that are not Parties or successors and assigns to this Agreement.

33. County Approval of Agreement. The County Council has approved this Agreement under the process set forth in SC Code Section 6-31-50 on the terms and conditions set forth in this Agreement.

34. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property, the Project. A purchaser, lessee, or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of the Real Property or any portion thereof shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement. Said document to be in recordable form and provided to the County at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract. This paragraph shall not be interpreted to preclude the Property Owner from pursuing or obtaining indemnification, contribution, or other recovery from any third party with respect to any liability or obligation to the County arising under this Agreement.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following conditions:

(i) Notice of Property Transfer. If the Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes the "Property Owner" under and within the meaning of this

Agreement, Property Owner shall notify the County within thirty (30) days of the transfer and provide it a copy of the assignment of such status as the "Property Owner" and the acknowledgement referred to in subparagraph 31(a).

(ii) Mortgage Lenders. Nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by the obligations and shall receive the benefits from this Agreement as the successor in title to the Property Owner.

(c) Release of Property Owner. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as the Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or the Property Owner to the County sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the County will provide a certificate (the "Certificate") in recordable form stating that solely with respect to the portion of the Real Property described in the request, there are no known violations or breaches of this Agreement, except as otherwise described in the Certificate. The County will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the County will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. Subsequent to the issuance of such a Certificate no claim or action to enforce compliance with this Agreement may be brought against the Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property covered by the Agreement and occurring prior to the date of such Certificate, except as otherwise described in the Certificate.

35. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as shown on Exhibit A attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the County Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind the County by making any promise or representation contained herein. Any amendments are subject to the provisions of Section 17 herein.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(e) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County:

Jasper County Administrator
P.O. Box 1149
Ridgeland, South Carolina 29936

With copies to:

Pope Flynn, LLC
Attn: Lawrence Flynn
PO Box 11509
Columbia, South Carolina 29201

To the Property Owner :

Hiers Pine Level, LLC
Attn: Jeff Hiers
715 Green Pond Highway
Walterboro, South Carolina 29488

To the Developer:

Hiers Pine Level, LLC
Attn: Jeff Hiers
509 Carteret Street
Beaufort, South Carolina 29902

(f) Execution of Agreement. This Agreement may be executed in multiple counterparts as duplicate originals; provided, however, if executed in multiple counterparts and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

(g) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

[SEPARATE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, this Agreement has been executed by an authorized officer of Hiers Pine Level, LLC, acting the capacity of the Developer under this Agreement, as of the day and year first above written.

Witness:

HIERS PINE LEVEL, LLC

By: _____

Name: Jeff Hiers

Its: President

STATE OF SOUTH CAROLINA)

)

COUNTY OF JASPER)

ACKNOWLEDGMENT

I, _____, Notary of the Public of the State of _____, do hereby certify that Hiers Pine Level, LLC, as Developer, by Jeff Hiers, its President, personally appeared before me this ____ day of _____, 2025, and acknowledged the execution of the foregoing instrument.

Notary Public for _____

Print Name: _____

My Commission Expires: _____

30

EXHIBIT A

BOUNDARY SURVEY

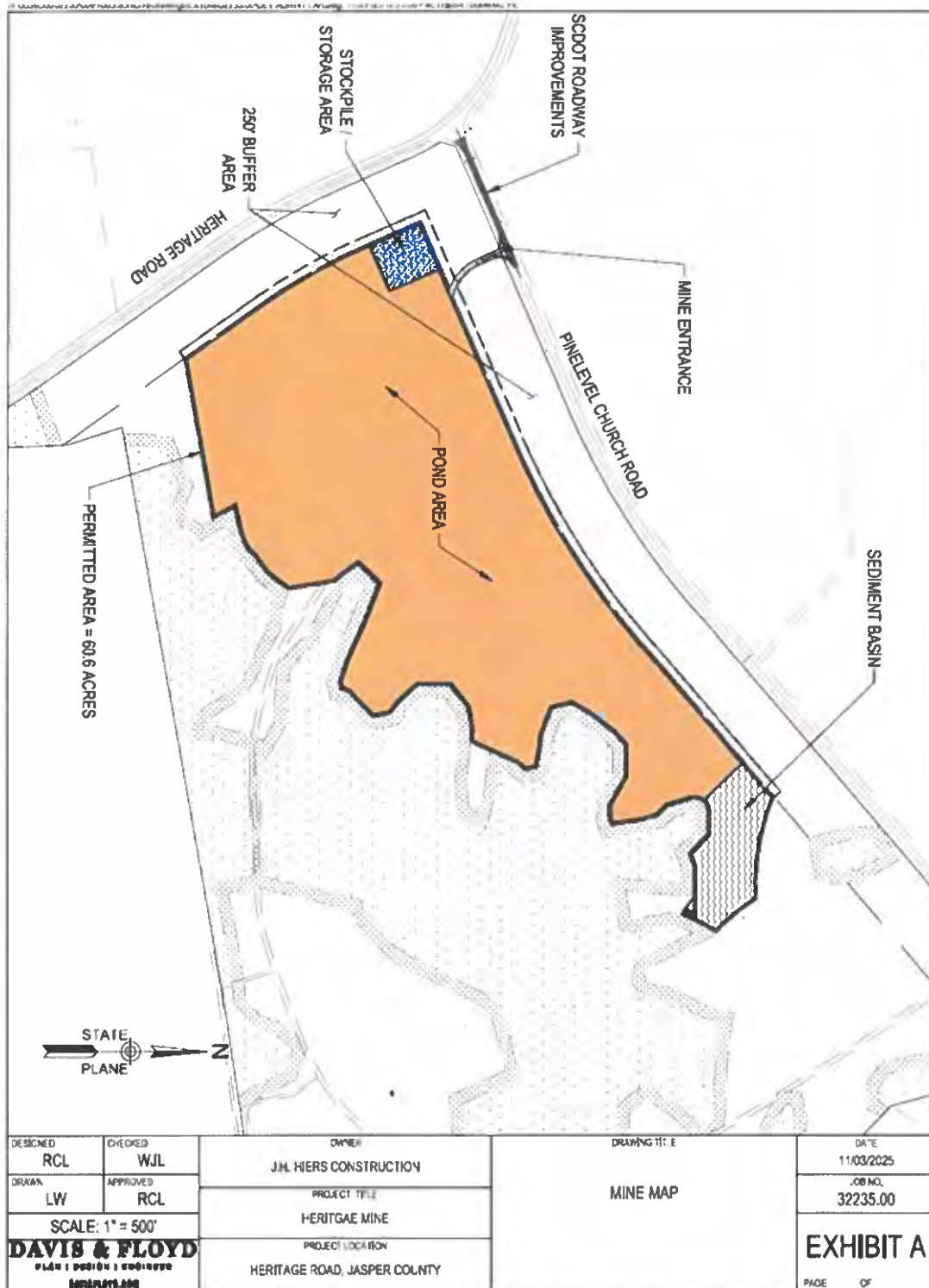


EXHIBIT B

DEVELOPMENT SCHEDULE

The Project build-out schedule and planned operation is set forth below. The schedule is an estimate, and the parties acknowledge the challenge of accurately forecasting the timing and development of the Project. The Project, its completion and operation, are contingent on development factors that are beyond the control of the parties to the Agreement and it is understood that changes may occur.

<u>YEAR</u>	<u>PERCENT COMPLETE</u>
0-10	50%
10-20	100%

EXHIBIT C

CURRENT REGULATIONS

CURRENT REGULATIONS CAN BE VIEWED ON THE JASPER COUNTY PLANNING & BUILDING WEBPAGE HERE: <https://www.jaspercountysc.gov/services/planning-and-building/>

2018 COMPREHENSIVE MASTER PLAN:

<https://www.jaspercountysc.gov/services/planning-and-building/comprehensive-master-plan/>

JASPER COUNTY ZONING ORDINANCE, ARTICLES 1-21, LAND DEVELOPMENT REGULATIONS AND ZONING MAP:

<https://www.jaspercountysc.gov/services/planning-and-building/ordinances-regulations/>

EXHIBIT D

DEVELOPMENT AGREEMENT ORDINANCE

EXHIBIT E

LEGAL AND EQUITABLE OWNERS

Hiers Pine Level, LLC
509 Carteret St
Beaufort, SC 29902

EIN: 99-0761454

EXHIBIT F

SCDES RECLAMATION BOND ESTIMATE CALCULATION FORM

Cost Estimates - Reclamation Activities:

For mine over 24.9 acres, the reclamation bond should be calculated on the costs based on work being completed by an independent third party contractor.

Sloping- Unless otherwise approved by the Department, pit walls and overburden piles are required to be sloped to a maximum 3H:1V gradient for final reclamation

Light grading - light grading rate should be applied if the pit is a) no deeper than 50', b) when enough material is stockpiled onsite to obtain the slopes, or if c) the natural gradient of the area is lightly variable (i.e., little to no elevation changes).

Heavy grading - the heavy grading rate should be applied if a) the pit is deeper than 50', b) when there is a shortage of fill material on-site, or if c) the natural gradient of the site is highly variable (i.e., large elevation changes).

Vegetation - R.89-330 requires vegetative cover and soil stability appropriate to the area, and conservation practices should control on-site and off-site erosion and siltation. A minimum of 75% ground cover of permanent vegetation, with no substantial bare spots, must be established and maintained into a second growing season. Types of grasses and any soil amendments for site-specific reclamation may increase the cost.

Additional Costs - there may be additional known costs for reclamation beyond sloping and seeding including fencing, signage, building safety berms, bringing in additional fill material, and refuse/debris removal.

- Wetland/ stream crossings - are temporary and must be restored at the end of the mine's life. Determine the costs associated with removal of roads /restoration of these crossings

- Construction/Demolition Recycling and Wood Chipping facilities - removal of these facilities located with the mine permit area must be included in the cost estimate. The estimate should include the price to remove and properly dispose of the maximum amount of material these facilities can store at any one time.

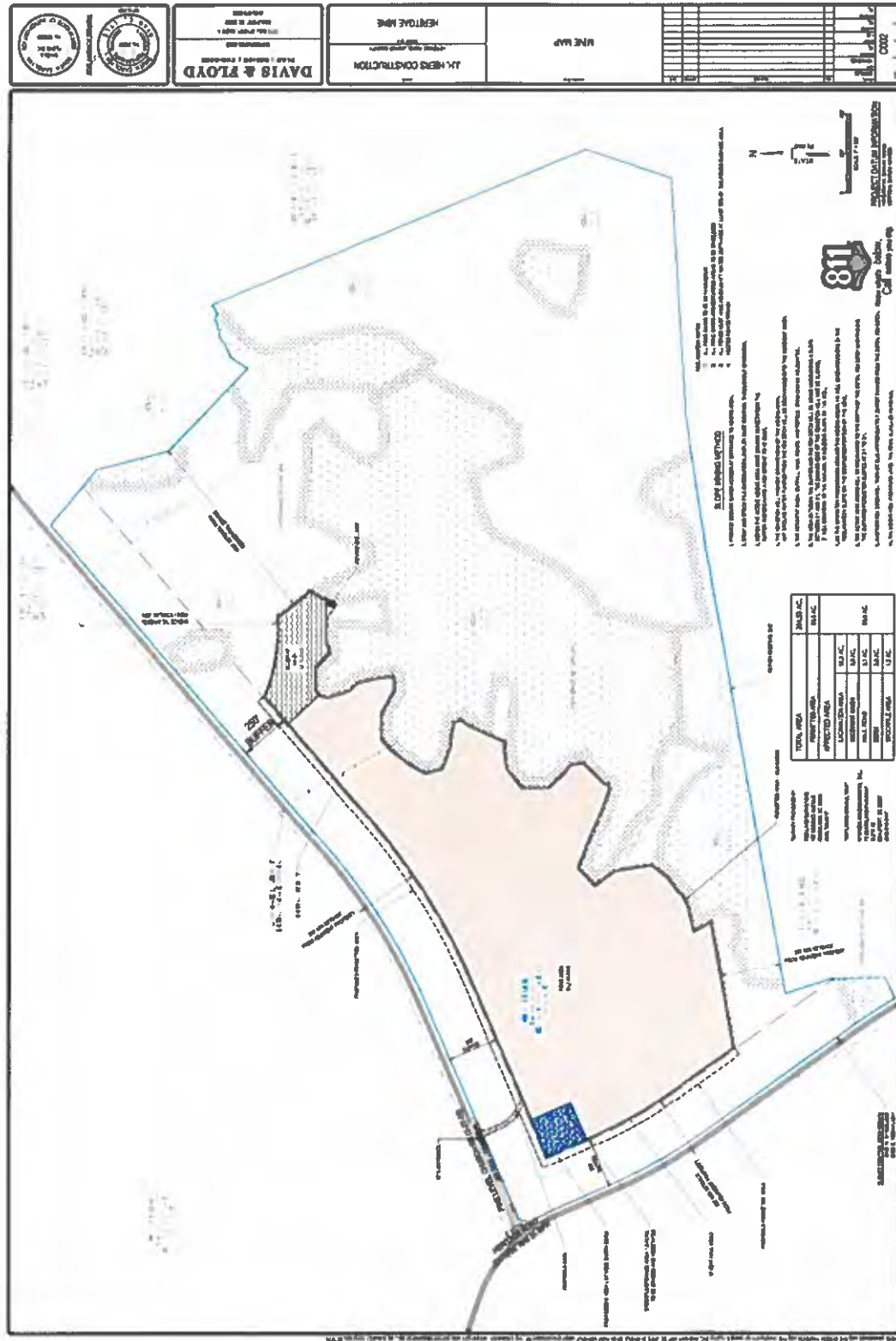
Inflation/Mobilization/Incidentals - estimates should include a 10% addition to account for mobilization costs for contractors to get equipment to the site, inflation, and other extraneous costs

Pond Reclamation: the initial reclamation estimate should be calculated as above for mines being reclaimed to ponds. Once the area of the pit bottom is excavated to 4' below the watertable, the operator may request to reduce the cost estimate associated with that acreage to \$0.00/acre as reclamation standards have been met (the acreage will not be released until final reclamation)



Bond Estimate Example

Segment #:	1	2	3	Total Acres	Cost Estimate/ Acre	Calculated Cost
	Segment Acres:					
Light grading (plant site, basin stockpiles, etc.)						
Slope Grading						
Seeding slopes						
Seeding open areas						
Pond Base @ 4' depth	Acreages can be recalculated once the base meets 4' depth under the water table				\$0	
Haul Road					to remain	
					SubTotal	
					10% Inflation	
					TOTAL	

EXHIBIT G
SITE PLAN SHOWING BUFFERS AND OTHER FEATURES





DAVIS & FLOYD
DESIGN, ENGINEERING & CONSTRUCTION
1000 N. W. 10th Ave., Suite 1000, Fort Lauderdale, FL 33304
Phone: (954) 555-1234 Fax: (954) 555-5678

J.L. HERRS CONSTRUCTION
12345 Main St., Suite 100, Fort Lauderdale, FL 33304
Phone: (954) 555-9876

SITE CROSS SECTION

Station	1+00	1+20	1+40	1+60	1+80	2+00	2+20	2+40	2+60	2+80	3+00
Top of Road	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Bottom of Road	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
Top of Shoulder	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00
Bottom of Shoulder	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
Top of Embankment	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00
Bottom of Embankment	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00

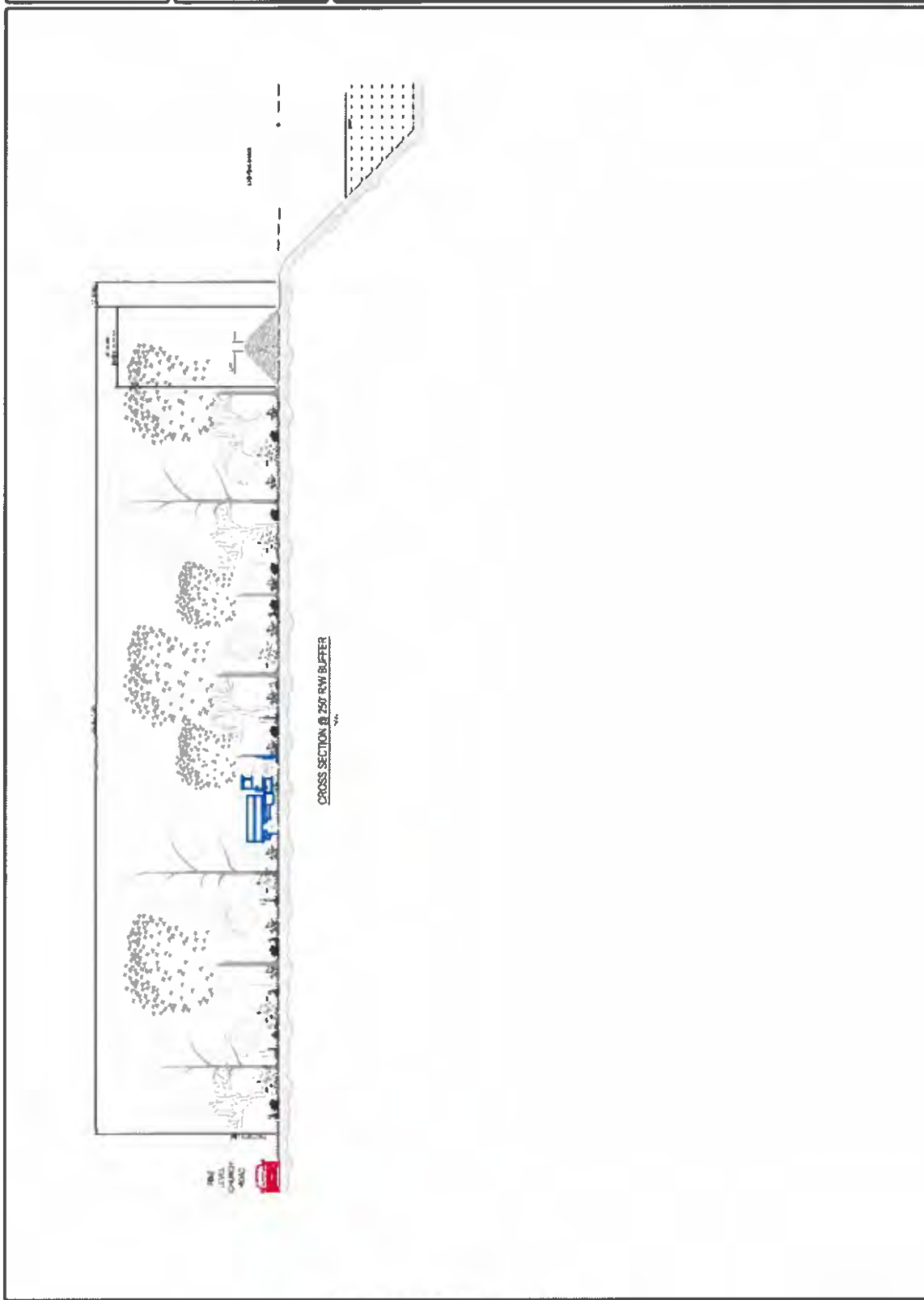
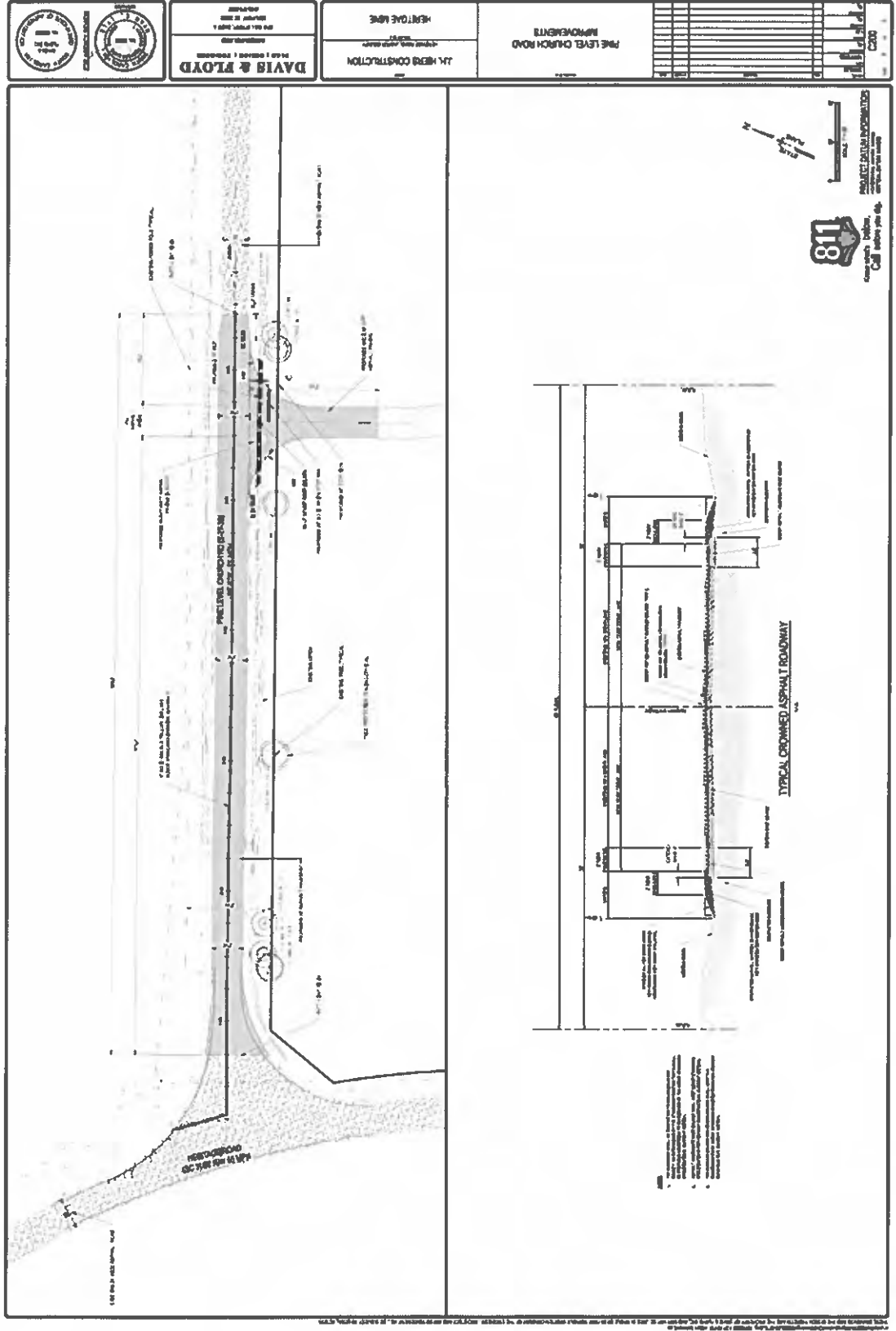
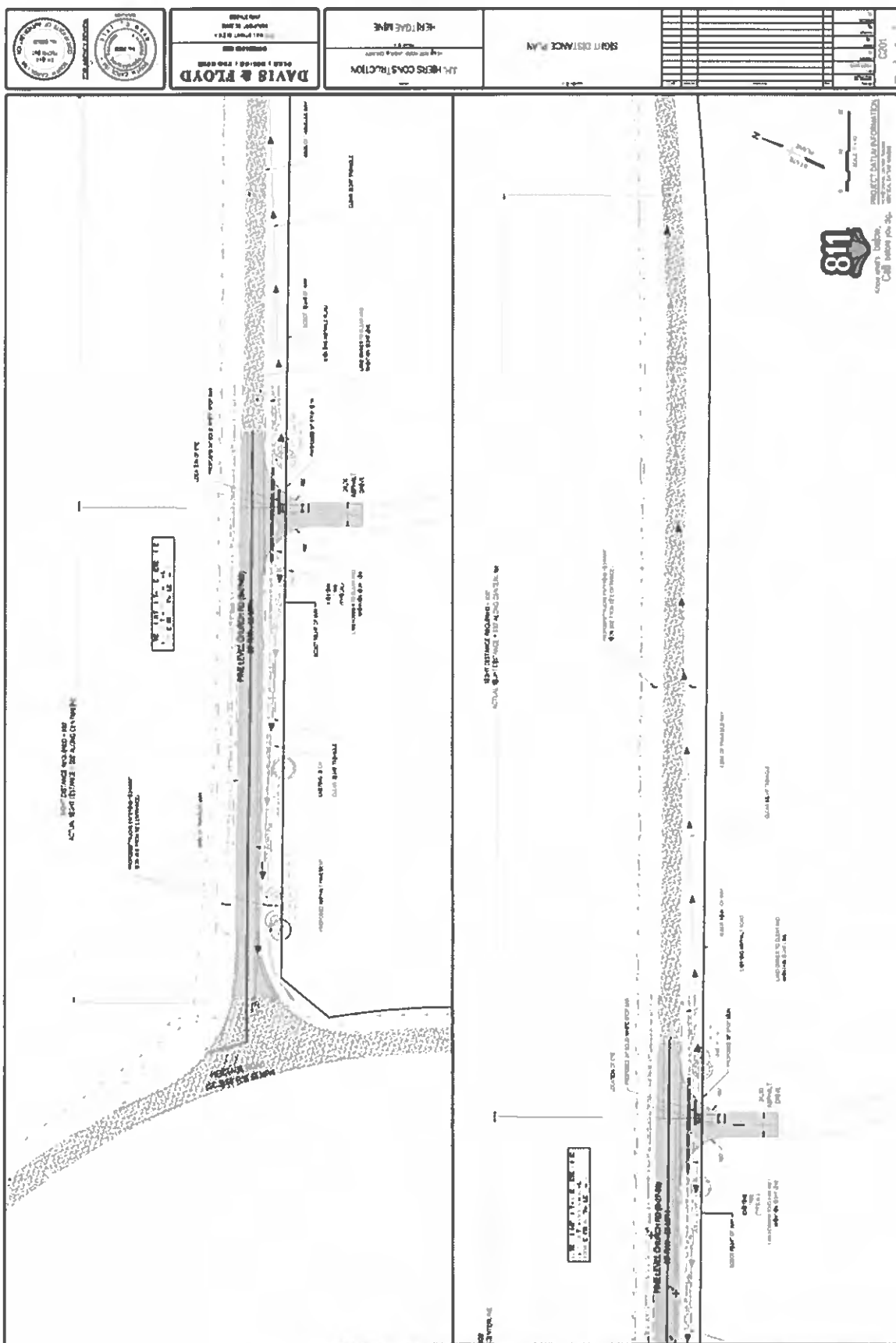
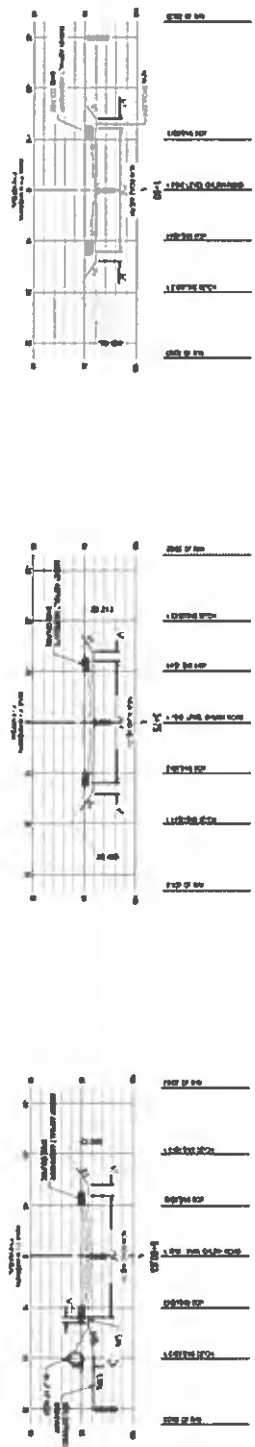
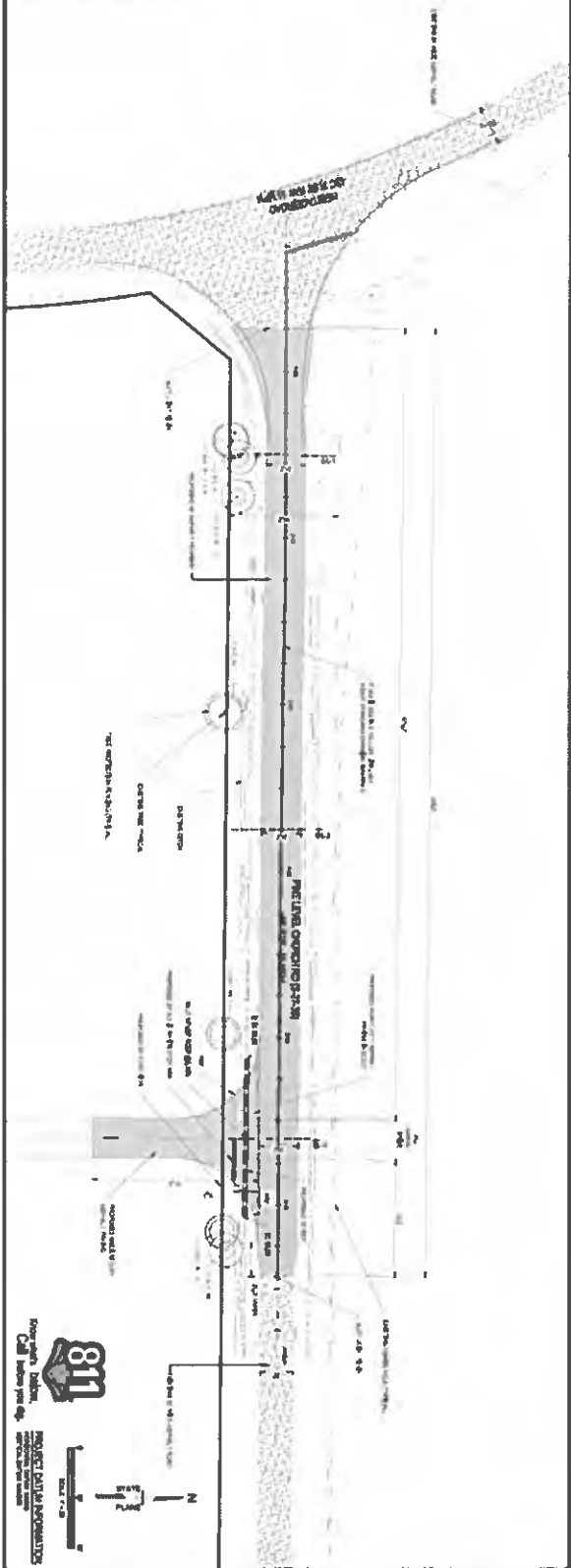


EXHIBIT H ROAD SCHEMATIC







	J.H. HIERS CONSTRUCTION			
	HERNANDO COUNTY			DAVIS & FLOYD
	HERNANDO COUNTY			DAVIS & FLOYD

EXHIBIT I

ROAD ESCROW FUND CALCULATOR

[Use DOT Reclamation Form]?

Cost Estimates - Reclamation Activities:

For mine over 24.9 acres, the reclamation bond should be calculated on the costs based on work being completed by an independent third party contractor.

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Light grading (plant site, basin stockpiles, etc.)						
Slope Grading						
Seeding slopes						
Seeding open areas						
Pond Base @ 4' depth	Acreages can be recalculated once the base meets 4' depth under the water table				\$0	
Haul Road					to remain	
					SubTotal	
					10% Inflation	
					TOTAL	

AGENDA

ITEM # 21



Jasper County Engineering Services

James M Iwanicki, P.E.
Director of Engineering Services
JIwanicki@jaspercountysc.gov

P.O. BOX 1244 ▪ Ridgeland, South Carolina 29936
Phone (843) 726-7740 ▪ FAX (843) 726-7743

Jasper County Council

Presentation, Consideration and Approval of Bids for the Honey Hill Battlefield Driveway Sight Clearing Project.

Meeting Date:	December 15, 2025
Item Number	21
From	Jim Iwanicki, P.E. Director of Engineering Services
Subject:	Presentation, Consideration and Approval of Bids for the Honey Hill Battlefield Driveway Sight Clearing Project
Recommendation:	Award Bid to Riverwalk Landscaping Co. for \$15,428.56

Description:

Bids were received on November 6, 2025, at 3 pm for the Honey Hill Driveway Sight Clearing Project. See attached IVTB #2025-13. This is a pass-through project being funded by the County Transportation Committee. The Committee has committed to funding the full amount of \$15,428.56.

Two bids were received.

Company	Bid Amount
Riverwalk Landscaping Co. Fort Lawn, SC	\$15,428.56
Willie Keitt and Sons LLC. Orangeburg, SC	\$80,250.00

Riverwalk Landscaping is an acceptable bidder, and they have provided all the paperwork needed for award. Therefore, staff recommends awarding IVTB #2025-13 Honey Hill Driveway Sight Clearing Project to Riverwalk Landscaping of Fort Lawn SC in the amount of \$15,428.56.

I estimated the project to be \$24,000. Since there is a big discrepancy between the two bidders and the low bidder was below my engineers' estimate I talked to Mr. Roberts, owner of Riverwalk Landscaping, to discuss the bid. He assured me that he is comfortable with his bid and that he can accomplish the work for the bid amount.

Attachments:

IVTB #2025-13



NOTICE OF INVITATION TO BID
IVTB #2025-13
HONEY HILL DRIVEWAY
JASPER COUNTY, SOUTH CAROLINA
OCTOBER 10, 2025

Notice is hereby given that sealed bids will be received for the **Honey Hill Battlefield Driveway Sight Distance Clearing** project located on SC Highway 336 at 1913 Old House Road, Ridgeland, SC 29936, by Jasper County, South Carolina, (the "County") until Thursday, November 6, 2025, at 3:00 p.m. at which time all bids received will be publicly opened and read aloud in the Jasper County Council Chamber. This project is being funded through a SC Department of Transportation C-Fund grant, project C PCN P043136.

To be deemed "received", a bid may be submitted electronically through the County's Vendor Registry webpage to ensure that it remains sealed until the scheduled bid opening date and time. A link to the County's Vendor Registry webpage may be found under Bids & Solicitations, on the County's website at www.jaspercountysc.gov/services/bids-and-solicitations/.

A bid may also be submitted via mail or hand delivered in a sealed envelope to the address below and must be received no later than 3:00 p.m. on Thursday, November 6, 2025. Bidders choosing to submit a hard copy should submit an original and two copies. Any bids submitted or delivered after the above time will **NOT** be accepted under any circumstances.

Bids should be mailed or hand delivered to:

Kimberly Burgess
Director Administrative Services
Jasper County Government Building
358 Third Avenue, Suite 304
PO Box 1194
Ridgeland, SC 29936

The bid opening will take place in Jasper County Council Chamber at the address below:

Clementa C. Pinckney
Jasper County Government Building
358 3rd Avenue, Third Floor
Ridgeland, SC 29936

The County's point of contact for this project is:

Dallas Lassiter
(843) 726-7740
dlassiter@jaspercountysc.gov



NOTICE OF INVITATION TO BID
IVTB #2025-13
HONEY HILL DRIVEWAY
JASPER COUNTY, SOUTH CAROLINA
OCTOBER 10, 2025

Description of Work:

Clear trees an additional 200 yards on SC Highway 336 at 1913 Old House Road, Ridgeland, SC 29936, according to plan which is attached.

All work shall be in accordance with SCDOT Permit Number 292315 which is attached.
All work shall be in accordance with attached plans.

- Utility Coordination and Protection (According to Plan)
- Traffic Control (According to Plan)
- Clearing Trees (According to Plan)
- Stump Grinding and Brush Hogging (According to Plan)

All bids should include any job-related permits, fees, licenses, and South Carolina and local sales tax (9%).

Bid Requirements:

Bids should be placed on company letterhead or a document providing the company name, address, and phone number.

The successful Bidder shall be required to furnish the County with a W-9, a certificate of insurance showing evidence of liability and workers compensation coverage in the amounts listed below.

INSURANCE REQUIREMENTS

The successful Bidder shall be required to provide proof of insurance in the following amounts.

- a. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the OWNER and its agents, employees and officials.
- b. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- c. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening. Jasper County (Owner) reserves the right to reject any or all bids, including without limitation



**NOTICE OF INVITATION TO BID
IVTB #2025-13
HONEY HILL DRIVEWAY
JASPER COUNTY, SOUTH CAROLINA
OCTOBER 10, 2025**

the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

Honey Hill Battlefield Driveway Sight Distance Clearing Location Maps



Honey Hill Battlefield Driveway Sight Distance Clearing

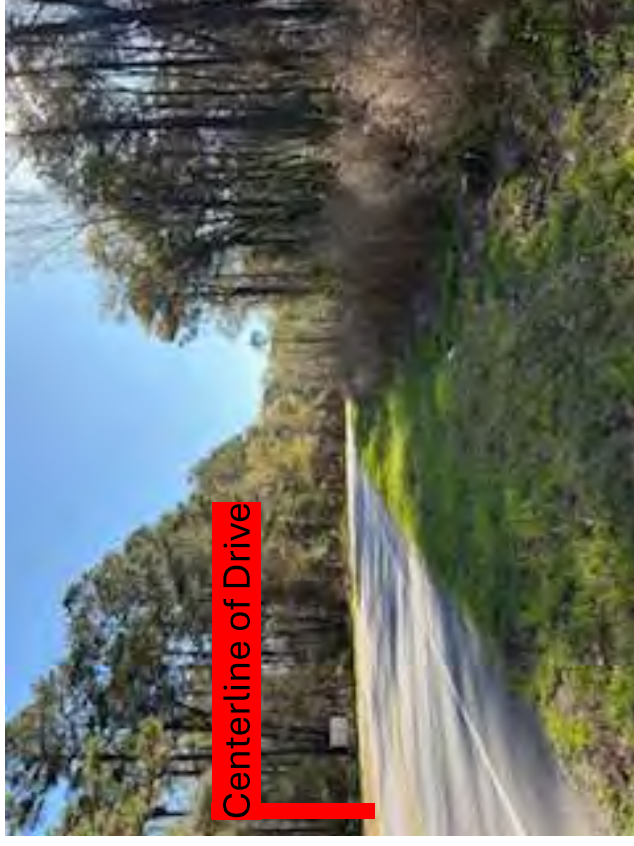
Point of Beginning

Approximately 260' West of Driveway Centerline
South Side of Road



Centerline of Drive

North Side of Road



Honey Hill Battlefield Driveway Sight Distance Clearing

Tree Line Starts

Approximately 365' East of Driveway Centerline
South Side of Road



365' from Center
Line of Drive

Point of Ending

Center Line of Euhaw Creek Approximately 740'
East of Driveway Centerline South Side of Road



Euhaw Creek Culvert 740'
from Center Line of Drive

Honey Hill Battlefield Driveway Sight Distance Clearing



Items of Work

1. SCDOT Permit
 - All work shall be in accordance with SCDOT Permit Number 292315
2. Utility Coordination and Protection
 - Call 811 and coordinate with and protect all existing underground and overhead utilities
3. Clearing Trees with Traffic Control
 - Cut trees within 6" of ground level and remove timber according to industry best practices.
 - Area to be cut is on the south side of road starting approximately 365' east of the centerline of Honey Hill Battlefield drive to Euhaw Creek, approximately 375' in length, and between the south edge of pavement to the power line.
 - There are approximately 75 trees in this area.
 - Tree cutting operations shall take place between 9am and 3pm. During the cutting operation the eastbound lane shall be closed with a flagging operation in accordance with SCDOT Standard Drawings 610-005-00 and 610-005-10. When trees are being dropped, traffic will be stopped in both directions.
4. Stump Grinding and Brush Hogging with Traffic Control.
 - Prepare the area so that a tractor with a deck mower can maintain the area. Seed and mulch disturbed area.
 - Area to be addressed is on the south side of road starting approximately 260' west of the centerline of Honey Hill Battlefield drive to a point approximately 365' east of the centerline of the drive, approximately 625' in length, and between the south edge of pavement to the power line.
 - There are approximately 110 stumps in this area.
 - Stump grinding and brush hog operation shall have a shoulder closure in accordance with SCDOT Standard Drawings 610-205-00.

Honey Hill Battlefield Driveway Sight Distance Clearing



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
Encroachment Permit

Permit No : 292315

Permit Decision Date :
4/30/2025

Expiration Date : 4/30/2026

Type Permit :LANDSCAPING

Location:

<u>District</u>	<u>Work County</u>	<u>Type</u>	<u>Route</u>	<u>Aux</u>	<u>Begin MP</u>	<u>End MP</u>
6	Jasper, SC	SC	336	None	11.640	10.478

Contact Information

Applicant: JasperCounty

Phone: (843)226-5817

Contact: Jim Iwanicki

Address: PO Box 1244,

City: Ridgeland

State: SC

Zip: 29936

Comments

On South Side of Road. Between South Edge of Pavement and Power Line. 260 West of Honey Hill Battlefield Drive to Euhaw Creek. Approximately 1000 feet in length.

Special Provisions:

0004 - SCDOT SHALL BE NOTIFIED WHEN WORK DEFINED IN THE PERMIT STARTS AS WELL AS WHEN THE WORK IS COMPLETED. REFERENCE SHALL BE MADE BY PERMIT NUMBER.

0005 - APPLICANT SHALL PROVIDE TO THE DEPARTMENT THE OPPORTUNITY OF ATTENDING ANY PRE-CONSTRUCTION MEETING PRIOR TO THE BEGINNING OF WORK.

0101 - SHOULDER SOD DESTROYED BY THIS INSTALLATION TO BE REPLACED FOR THE ENTIRE AREA. THE AREA SHALL BE RE-SHAPED AND ROLLED TO THE CROSS SECTION EXISTING PRIOR TO THIS WORK.

0105 - ALL EXCAVATED MATERIAL SHALL BE PLACED ON THE SIDE OF THE TRENCH AWAY FROM THE TRAVELED ROADWAY, AND SHALL BE NO CLOSER THAN FIFTEEN (15) FEET TO THE EDGE OF PAVEMENT.

0122 - NO GUYS OR STUBS SHALL BE CLOSER THAN MAIN POLE FROM THE CENTER-LINE OF ROADWAY.

0123 - ALL WORK PERFORMED IN CONNECTION WITH THIS PERMIT SHALL CONFORM TO THE SCDOT "A POLICY FOR ACCOMODATING UTILITIES ON HIGHWAY RIGHT-OF-WAY" MOST CURRENT EDITION.

0125 - ALL CROSSLINE PIPES ARE TO BE LOCATED AND FLAGGED PRIOR TO BEGINNING OPERATION.

0209 - DISTURBED VEGETATION SHALL BE RESEEDDED ACCORDING TO THE SPECIFICAION FOR HIGHWAY CONSTRUCTION.

0301 - THE DITCHES AND/OR SHOULDERS DISTURBED DURING THE INSTALLATION SHALL BE RE-ESTABLISHED TO PROPER GRADE, ORIGINAL CROSS SECTION, STABILIZED, AND ALL DRAIN PIPES CLEARED.

0302 - NO EXCAVATION SHALL BE LEFT OPEN ALONG HIGHWAY.

0304 - PAVEMENT MARKINGS ALTERED DURING THIS INSTALLATION SHALL BE RESTORED BY THE APPLICANT.

0310 - FIELD CHANGES, IF NECESSARY, MUST BE APPROVED IN WRITING BEFORE ACTUAL CONSTRUCTION OF PROPOSED CHANGES.

0311 - SEDIMENT AND EROSION CONTROL DEVICES SHALL BE USED TO MINIMIZE THE MOVEMENT OF SEDIMENT.

0312 - THE PERMITTEE SHALL HOLD THE DEPARTMENT HARMLESS FOR DAMAGES TO BOTH UPSTREAM AND DOWNSTREAM PROPERTIES.

0313 - TIMER TO BE SET FROM MIDNIGHT TO 5:00 A.M. ONLY. WINTER USE OF SPRINKLERS SHALL BE LIMITED TO TIMES WHEN THE TEMPERATURE IS FORTY (40) DEGREES AND RISING TO PREVENT THE POSSIBILITY OF ICE FORMING ON THE PAVEMENT.

0314 - PERMITTEE AGREES THAT THE INSTALLATION, OPERATION AND MAINTENANCE OF THE FACILITIES WILL BE ACCOMPLISHED WITHOUT ACCESS FROM THE THROUGH TRAVEL ROADWAYS OR THE RAMPS OF THE INTERSTATE. NO VEHICLES, EQUIPMENT, OR MATERIAL SHALL BE CLOSER THAN 30 FEET FROM EDGE OF PAVEMENT DURING PROPOSED WORK.

0316 - ALL NON-PERMITTED OBJECTS ON THE RIGHT-OF-WAY, WHICH MUST BE REMOVED, SHALL NOT BE REPLACED ON THE RIGHT-OF-WAY WITHOUT WRITTEN PERMISSION OF THE DEPARTMENT.

0317 - THE APPLICANT IS TO PROVIDE ALL THE NECESSARY MAINTENANCE TO THE AREA BEAUTIFIED.

0318 - THE APPLICANT SHALL BE RESPONSIBLE FOR IMMEDIATE REMOVAL OF SUCH TRAFFIC HAZARDS AS MUD, DEBRIS, LOOSE STONE, AND TRASH AS MAY BE WASHED OR SPILLED ON THE TRAVELED ROADWAY AS A RESULT OF THE PROPOSED WORK.

0319 - ALL VEGETATION WITHIN SITE AREA SHALL NOT EXCEED 30 INCHES, TREE LIMBS SHALL NOT BE PERMITTED BELOW 4' 9" FROM GROUND.

0320 - ALL DEBRIS TO BE CLEARED FROM THE RIGHTS-OF-WAY WITHIN TEN (10) DAYS.

0323 - SCDOT WILL NOT BE RESPONSIBLE FOR THE REPLACING OF THE SOD IF WE HAVE TO DO ANY WORK IN THE DITCH.

AGENDA

ITEM # 22

Administrator's Report



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
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

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

Administrator's Report December 15, 2025

1. Jasper County Animal Services Shelter Update:

I will review information related to the Interim County Attorney's review of existing ordinances and revised language for the agreement with the Community Foundation of the Lowcountry (CFL).

2. Exit 3 Escrow Account:

I will provide a brief update on the status of the account which is funded by the 2016 Transportation Sales Tax Program.

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

Exit 3 Escrow

Draw Request	Date Received	Amount	Date Approved	TOTAL	APPROVED	REMAINING
1	7/10/2023	85,630.21	7/21/2023			
2	7/10/2023	312,539.98	7/21/2023			
3	7/10/2023	27,829.37	7/21/2023	\$ 3,400,000.00	\$ 1,782,443.26	\$ 1,617,556.74
4	7/10/2023	37,685.99	7/21/2023			
5	8/1/2023	97,741.59	8/4/2023			
6	9/28/2023	171,127.78	10/5/2023			
7	11/7/2023	153,223.54	11/8/2023			
8	11/7/2023	74,560.88	11/8/2023			
9	12/13/2023	27,461.78	12/19/2023			
10	1/22/2024	30,181.24	1/26/2024			
11	2/13/2024	18,492.67	2/20/2024			
12	3/18/2024	57,804.87	3/22/2024			
13	4/9/2024	154,113.48	4/9/2024			
14	5/8/2024	114,161.57	5/13/2024			
15	6/11/2024	99,697.42	6/14/2024			
16	7/15/2024	101,048.74	7/22/2024			
17	8/14/2024	30,180.64	8/22/2024			
18	11/6/2024	68,377.27	11/7/2024			
19	11/6/2024	7,004.80	11/7/2024			
20	1/21/2025	16,830.75	1/25/2025			
21	3/6/2025	14,186.95	3/12/2025			
22	3/4/2025	3,564.61	3/4/2025			
23	7/15/2025	12,209.96	7/24/2025			
24	9/8/2025	19,101.84	9/15/2025			
25	9/8/2025	25,378.03	9/15/2025			
26	11/21/2025	22,307.30	12/4/2025			
				% spent	52.42	
				% remaining	47.58	
INVOICED TO DATE		\$ 1,782,443.26			100.0	



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Andrew P. Fulgum
County Administrator

afulgum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Progress Report December 2, 2025 – December 15, 2025

1. 2024 Transportation Sales Tax Advisory Committee Meeting:
Scheduling of the next meeting is taking place. Will report date at the Dec. 15 County Council meeting.
2. Euhaw Broad River Planning Area:
One-on-one meetings with Councilmembers completed on Dec. 4. Presentation to County Council scheduled for Dec. 15 County Council meeting.
3. Ridgeland-Claude Dean Airport:
Scheduled presentation of Airport Capital Improvement Plan (CIP) for Dec. 15 County Council meeting. Scheduled to meet with staff and outside Council to continue to review leases on Dec. 16.
4. Exit 3:
Scheduled to meet with the workgroup on Dec. 10. Scheduled for discussion with County Council at the Dec. 15 County Council meeting.
5. Economic Development Projects:
Scheduled to meet with SCA staff, consultant, and outside counsel on Dec. 10 to review active economic development projects.
6. Other Meetings/Events Attended or Scheduled to Attend:
Retirement celebration for Sabrena Graham in Hampton, SC on Dec. 2, Joint Workshop with Jasper County Council, Town Council of Ridgeland, and City Council of Hardeeville re: shared services on Dec. 3, executive session meeting of the County Council on Dec. 3, County Christmas Drop-in on Dec. 10, and Jasper County Airport Commission meeting on Dec. 10.



November 14, 2025

P251AB26

Jasper County
Mr. Andrew P. Fulghum
P. O. Box 1149
Ridgeland, South Carolina 29936

RE: Important Information—Price Changes

Dear Mr. Fulghum,

At Comcast, we are committed to delivering the products and services that matter most to our customers in Jasper County, as well as exciting experiences they won't find anywhere else. We are also focused on making our Xfinity network stronger in order to meet our customers' current needs and future demands.

As we continue to invest in our network, products, and services, the cost of doing business rises. While we absorb some of these costs, these cost increases can affect service pricing. As a result, starting November 18, 2025, prices for certain services and fees will be increasing. Please see the enclosed Customer Notice for more information.

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 843.998.1099.

Sincerely,

Tiffani Fayall
Manager, Government and Regulatory Affairs
Comcast Big South Region

Attachments:
Customer Notice Sample

Price Change Customer Communications

We're here to keep you informed

Beginning November 18, 2025, some of our Xfinity TV prices will go up. This is because of the increased cost television network owners charge us for the content and shows you enjoy. We work hard to negotiate with hundreds of networks and channels on behalf of our customers to minimize the impact of these rising costs.

For More Information

To help you understand what's happening, you can find all the details about these changes in the **Important information notice** that came with this bill, or in the **Additional Information section**. If you have questions, visit xfinity.com/billchanges.

You have options

We have a range of TV plans—from simple packages with your favorite sports and news to streaming bundles that can save you up to 40%. Visit [Xfinity.com/managemypplan](https://xfinity.com/managemypplan) to learn more. And starting in early 2026, we're launching all-inclusive TV packages with more predictable pricing that may be a great option for you. Learn more at xfinity.com/newtvpackages.

The Best Entertainment at a Great Value — While we try to keep prices stable, we're also working on new features to make your TV experience even better. Here are a few examples:

- Streaming bundles that can save you over 40%.
- All the biggest sports in one place — NFL, NBA, World Cup, and the 2026 Milan Olympics.
- Stream up to 4 games simultaneously with Xfinity Multiview.
- WiFi that's built for speed and keeps your home effortlessly connected.
- Everything you need — the smartest, most reliable WiFi, Data, and equipment.

Thanks for being with Xfinity. We're grateful for the opportunity to keep you connected and committed to delivering the value and innovation you expect.

***Disclaimer:** If you currently have a promotional offer or minimum term contract with your services, those prices will stay the same throughout your promotional period or contract term. Equipment charges, charges for additional features, taxes, and other fees (including the Regional Sports Network Fee and Broadcast TV Fee), however, may change during your promotional period or contract term. When your promotion or contract term ends, your bill will then reflect the current standard package prices. Additionally, this notice is based on your subscription and services as of your current billing statement. Any changes made to your services after this bill date are not reflected.*

Important information regarding our Xfinity services and pricing

Effective December 18, 2025

Xfinity TV	Current	New
Limited Basic (Includes Broadcast TV Fee)	\$51.00	\$56.65
Choice TV Select - with TV Box (Flex upgrade)	\$60.00	\$62.00
Choice TV (Includes Broadcast TV Fee)	\$59.10	\$65.25
Popular TV (Includes Broadcast TV Fee and Regional Sports Fee)	\$103.55	\$109.95
Ultimate TV (Includes Broadcast TV Fee and Regional Sports Fee)	\$129.85	\$136.35
Genre Packs		
Sports & News (Includes Regional Sports Fee)	\$34.45	\$34.70
Ultimate TV Tier (Includes Regional Sports Fee)	\$26.30	\$26.40
HBO	\$16.99	\$18.49
HBO Max	\$16.99	\$18.49
Paramount+ with SHOWTIME	\$12.00	\$13.00
Xfinity TV Service Fees (Included in package price where noted)		
Broadcast TV Fee	\$29.10	\$34.75
Regional Sports Fee - Popular TV and Sports & News	\$4.45	\$4.70
Regional Sports Fee - Ultimate TV and Ultimate TV Tier	\$10.75	\$11.10
Xfinity Equipment		
TV Box	\$12.00	\$14.00
Miscellaneous		
Late Fee	\$10.00	\$13.00

Hampton County, Jasper County and Yemassee (Beaufort County)

83962000 (0540,0550,0560,0570,0630,0650,0660,0670,0820,0830,0870)

P251A826

AGENDA

ITEM # 23

Council Member
Comments