

AGENDA

ITEM #9A

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

Ordinance #O-2026-17

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF JASPER COUNTY REGARDING FIRE PROTECTION DISTRICTS TO CREATE THE JASPER COUNTY RURAL FIRE PROTECTION DISTRICT; ELIMINATING ALL EXISTING FIRE PROTECTION DISTRICTS; AUTHORIZING THE NOVATION OF ALL OUTSTANDING BONDS AND OTHER DEBT OBLIGATIONS TO THE NEW DISTRICT; REQUESTING AND ACCEPTING DEDICATION OF COUNTY-FUNDED FIRE CAPITAL EQUIPMENT AND FACILITIES; AUTHORIZING A FIRE SERVICE CONTRACT BETWEEN THE NEW DISTRICT AND THE CITY OF HARDEEVILLE; AUTHORIZING THE LEASE OF CERTAIN COUNTY REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CERTAIN PERSONAL PROPERTY; AND OTHER MATTERS RELATING THERETO.

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

WHEREAS, pursuant to the Enabling Act, Ordinance No. 09-19 dated July 20, 2009, as amended by Ordinance No. 2019-18 dated July 15, 2019, as amended by Ordinance No. 2022-39 dated March 15, 2023, and as amended by Ordinance No. 23-21 dated January 16, 2024 (collectively, the “*Existing Fire District Ordinances*”), the County previously established five separate fire service areas within unincorporated areas of the County, to wit: the Cherry Point Fire Protection District (“*Cherry Point*”), Rural Jasper County Fire Protection District, Levy Fire Protection District (“*Levy*”), Ridgeland Vicinity Fire Protection District, and Hardeeville Vicinity Fire Protection District (collectively, the “*Fire Districts*”).

WHEREAS, the County Council seeks to restructure the organization of fire services in the County by creating the Jasper County Rural Fire Protection District (the “*Jasper Fire District*”) and eliminating all of the Fire Districts (the “*Consolidation*”). The County Council has determined that the Consolidation will: (a) attract new firefighters; (b) retain existing firefighters; (c) allow for proper training of new and existing firefighters, and the potential to hire full-time firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; (f) more effectively and equitably spread the cost of fire services throughout the County; (g) unify and potentially

improve ISO ratings throughout the County; (h) ensure County oversight on fire funding; (i) create accountability for contractual fire service providers operating in the County; and (j) promote regional cooperation and joint services with municipal fire service providers in the County.

WHEREAS, the County Council has determined to amend and restate the Existing Fire District Ordinances, as codified at Chapter 9, Article IV of the County's Code of Ordinances, in order to implement the Consolidation, and eliminate the Fire Districts.

WHEREAS, with the exception of Levy, all of the other Fire Districts are all governed, controlled, and operated by the County as an administrative division thereof; by and through the Consolidation, the Levy Fire Protection District Board will be dissolved, and thereafter, the Jasper Fire District will be governed, controlled, and operated as an administrative division of the County.

WHEREAS, as of the date hereof, there is outstanding the original principal amount \$1,308,200 Jasper County, South Carolina Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the "**Outstanding Obligation**") maturing on April 13, 2053.

WHEREAS, the Outstanding Obligation was issued for the benefit of Cherry Point, and is subject to novation under the terms hereof.

WHEREAS, pursuant to Sections 4-9-30(3) and 4-9-41 of the South Carolina Code, the County is expressly authorized to provide fire protection and related emergency services and to enter into contracts and cooperative arrangements for the joint administration and delivery of governmental services. These statutory provisions empower the County to determine the most efficient and effective means of furnishing essential public safety services to residents within its jurisdiction, including through intergovernmental agreements with municipalities.

WHEREAS, the County Council has determined that contracting with the City of Hardeeville, South Carolina ("**Hardeeville**") for the provision of fire protection and emergency services within the southern portion of the Jasper Fire District (Levy, West Hardeeville and portions of old Cherry Point), as shown on the map attached hereto as Exhibit A, serves a valid public purpose and promotes the health, safety, and welfare of the residents of the Jasper Fire District. Accordingly, the County's decision to enter into a Fire and Emergency Service Agreement with Hardeeville (the "**Hardeeville Service Agreement**"), the form of which is attached hereto as Exhibit B, for the provision of fire and emergency services within the southern portion of the Jasper Fire District is authorized by law, supported by sound public policy considerations, and undertaken in furtherance of the County's responsibility to provide for the protection of life and property within its jurisdiction.

WHEREAS, as a result of the Hardeeville Service Agreement, certain of the County's existing fire stations will no longer be used by the County. Instead, the County

will lease certain existing fire stations, particularly the Levy Fire Station (Station No. 25), the Bellinger Hill Fire Station (Station No. 20), and the Meade Road Station (Station No. 34) (collectively, the "**Leased Stations**"), to Hardeeville under the terms of that certain Lease Agreement, the form of which is attached hereof as Exhibit C (the "**Lease Agreement**"). Additionally, certain Fire Assets (as defined herein) will be conveyed to Hardeeville under the terms of that certain Bill of Sale, the form of which is attached hereto as Exhibit D (the "**Bill of Sale**").

WHEREAS, the terms of the Lease Agreement and the Bill of Sale provide for the City to lease the Leased Stations and acquire the Fire Assets, respectively, for a cost that is arguably less than the fair market value of the respective interest. The County is cognizant that its authority to dispose of real property is limited by a fiduciary duty to act in the best interest of the public.¹ The County has a fiduciary duty to receive consideration of "reasonably equivalent value" in exchange for its sale or conveyance of real property.² In determining what constitutes "reasonably equivalent value," the County is not limited to considering the monetary value received for the property but may also "consider indirect benefits resulting to the public in determining what is a fair and reasonable return for disposition of its properties...."³

WHEREAS, County Council has considered both the direct financial consideration and the indirect public benefits anticipated to result from the Lease Agreement and Bill of Sale and has determined that, taken together, such consideration constitutes reasonably equivalent value and a fair and reasonable return to the public for the disposition of the County's interests in the Leased Stations and Fire Assets.

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

Section 1 Recitals. Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct. The County Council has determined that its actions herein satisfy all of the requirements and conditions set forth and established in the Enabling Act. The County Council believes that it is in the best interest of the County to undertake the Consolidation under the Enabling Act. Further, and as required by the Enabling Act, the County Council finds and determines that the establishment of the Jasper Fire District satisfies the requirements and conditions set forth in Section 4-19-10 of the Enabling Act.

¹ *Haesloop v. City Council of Charleston*, 115 S.E. 596, 600 (S.C. 1923).

² *Id.*

³ Quoting *McKinney v. City of Greenville*, 203 S.E.2d 680, 688 (S.C. 1974).

Section 2 Amendment and Restatement of the County's Code of Ordinances. The Existing Fire District Ordinances, as codified in the County's code of ordinances at Chapter 9 "Civil Emergencies", Article IV "Fire Protection Districts" shall be amended and restated in its entirety as follows:

Chapter 9 – CIVIL EMERGENCIES

Article IV. – FIRE PROTECTION DISTRICT

Sec. 9-80. Findings of Fact.

As an incident to the enactment of this article, Jasper County, South Carolina (the "County"), the County Council of Jasper County, the governing body of the County (the "Council"), finds that there shall be enacted a uniform ordinance for the operation of the system of fire protection within the County.

(1) Pursuant to the provisions of Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act"), the Council is empowered to establish, operate, and maintain a system of fire protection within designated areas of the County in order to provide the residents and property owners who reside and own property located within the designated areas with fire protection services.

(2) Pursuant to the Enabling Act, the County has determined to implement a fire service taxing district that is comprised of the unincorporated area of the County. The term "unincorporated area" means the area not included within the corporate boundaries of a municipal corporation created pursuant to Title 5, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, or within a special purpose district created before March 7, 1973, to which has been committed the governmental service which the county council intends to provide through the proposed special taxing district unless the special purpose district has been dormant for five years or more. There are no fire special purpose districts currently in existence or operating in the County.

(3) The County intends to restructure the organization of fire service funding in the County by confirming the existence of a single, unified fire service area under the Enabling Act, which it believes will: (a) attract new firefighters; (b) retain existing firefighters; (c) allow for proper training of new and existing firefighters, and the potential to hire full-time firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; (f) more effectively and equitably spread the cost of fire services throughout the County; (g) unify and potentially improve ISO ratings throughout the County; (h) ensure County oversight on fire funding;

(i) create accountability for contractual fire service providers operating in the County; and (j) promote regional cooperation and joint services with municipal fire service providers in the County.

(4) Pursuant to Ordinance No. 2026-14 dated June 15, 2026 (the "Consolidation Ordinance"), the Council established a new special tax district, which shall hereafter be known as the "Jasper County Rural Fire Protection District" (the "Jasper Fire District"). As a result, and upon the effective date of the Consolidation Ordinance, there shall be one unified fire service area operating within the County (not including any municipal fire departments that the County is not authorized to serve or is not otherwise providing service by contract). Additionally, any formerly created county fire service areas created under the Enabling Act shall be eliminated.

Sec. 9-81. Creation and Validation.

The Jasper Fire District shall consist of the entire unincorporated area of the County and is established for the purpose of providing and funding fire services in such area. The Council is authorized to exercise all powers provided by law and to perform all duties necessary to the proper rendering of fire services within all areas of the Jasper Fire District, including the levy and collection of ad valorem taxes upon all taxable property within the district, the levy and collection of uniform service charges for fire services to be levied on an annual basis, and arranging contracts to the provision of fire services within distinct areas of the Jasper Fire District.

Sec. 9-82. Administration; Assets; Authorization.

(a) The Jasper Fire District shall be operated as an administrative division of the County. The County hereby creates the "county fire rescue division", as an administrative division of the County. The county fire rescue division, acting through the Emergency Services Director (as defined and described herein) shall represent, manage, and control the daily operations of the Jasper Fire District.

(b) All fire-related assets (real property, personal property, cash, investments or technology) of the Jasper Fire District shall be controlled by and titled in the name of the County. To the extent any County-funded assets are listed in the name of any previously created, but no longer existing county fire service area created under Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the "FSAs"), or any counterparty (contractual or otherwise) performing fire service functions for the County, the County, acting through the County Administrator, is authorized to undertake all necessary actions to effect and accept the proper transfer of any such assets to the County.

(c) All fire personnel of the Jasper Fire District, including the

Emergency Services Director and any firefighters (volunteer or paid), shall be considered County employees and subject to the same county policies, procedures, and regulations, as similarly situated County employees. Further, all fire personnel of the Jasper Fire District shall be managed by the Emergency Services Director under the term hereof. Notwithstanding the foregoing, any fire personnel of a contractual counterparty engaged by the County to provide fire protection services within the County shall not be considered County employees, but rather shall be employees or agents of such counterparty and responsible to the policies, procedures and regulations of the counterparty. However, and notwithstanding the foregoing, any counterparty and their respective personnel shall be responsible for performing fire services and otherwise conforming their actions to the terms set forth in the applicable fire protection services agreement with the County.

Sec. 9-83. Emergency Services Director

The county fire rescue division shall be operated and administered by the county emergency services coordinator (the “Emergency Services Director”) as part of the Jasper County Emergency Services department. The Emergency Services Director shall directly report to the County Administrator.

Sec. 9-84. Budget.

(a) County staff shall formulate an annual budget for the county fire rescue division to sustain the operations of the Jasper Fire District. Funding shall be through the levy of taxes and/or the imposition of rates and charges as well as any other monies appropriated, allocated, or redistributed by the County. The annual budget for the county fire rescue division may either be established as a stand-alone budget or incorporated into the County's general fund budget. The Council shall consider the annual budget for the county fire rescue division and may approve in total, modify, or amend the budget in its discretion. No funds shall be expended for purposes other than as allocated in the annual budget unless authorized or approved by the Council. However, line-items within the annual budget for the county fire rescue division may be moved within such fund as necessary to implement County fire-related functions.

(b) The budget shall be approved in accordance with the provisions of South Carolina law, and shall be incorporated as part of the County regular general fund budget preparations.

(c) Upon approval of the budget, the Council shall certify to the county auditor the tax levy or fee schedule, as applicable, for inclusion on the appropriate tax notices for the Jasper Fire District.

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

Sec. 9-85. Use of Revenues

All revenues, taxes, fees, and other funds collected for the benefit and use of the Jasper Fire District shall be deposited into a separate account established in the name of the Jasper Fire District. All expenditures and disbursements from such account shall be made only in accordance with applicable law and duly authorized budgetary procedures.

Notwithstanding the foregoing, the County may consolidate such funds for administrative or operational purposes with funds designated for emergency medical services, provided that the accounting system clearly identifies, segregates, and tracks all revenues and expenditures attributable to the Jasper Fire District.

Further, the funds collected within the Jasper Fire District may be applied and appropriated for the joint exercise of fire protection powers and the provision of fire protection services pursuant to any intergovernmental agreement, service agreement, or other contractual arrangement under Section 9-88(a)(9) hereof.

Sec. 9-86. Taxes; Fees

(a) In conformance with the budget, a schedule of taxes to be assessed and collected and/or the rates and charges imposed and collected as taxes shall be as set from time to time as necessary to fund the operations of the Jasper Fire District.

(b) There may be levied *ad valorem* property taxes within the boundaries of the Jasper Fire District for operation and maintenance purposes. If the Jasper Fire District levies taxes, all real and personal property currently within the boundaries of the Jasper Fire District shall be assessed and taxed in accordance with the provisions of state law.

(c) Alternatively, or additionally, the Jasper Fire District may impose rates and charges for operation and maintenance purposes in the discretion of the County. If the Jasper Fire District imposes fees or charges, such fees or charges shall be imposed and collected in accordance with the provisions of state law.

Sec. 9-87. Boundaries

(a) The Jasper Fire District shall include the entirety of the unincorporated area of the County. Additionally, the County, on behalf of the Jasper Fire District, may enter into service contracts to provide service outside its corporate boundaries by contract, including with or within any municipalities under the joint exercise of powers provisions of the Enabling Act. Further, the Council may determine to contract for any municipal fire department to provide services within any portion of the Jasper Fire District by contract.

(b) The county fire rescue division shall arrange for the preparation and promulgation of maps, charts, and other demographic information as necessary to depict the service area of the Jasper Fire District as it may change over time. Such maps may be relied upon for the purpose of levying taxes or fees under Section 9-86 hereinabove.

Sec. 9-88. Powers, Duties and Responsibilities.

(a) The county fire rescue division, acting through the Emergency Services Director, shall have the following duties and responsibilities (for the benefit of the Jasper Fire District):

(1) To buy, convey, and/or assign fire-fighting equipment as necessary for the purpose of controlling fire(s) within the Jasper Fire District;

(2) To select sites or places within its service area where fire-fighting equipment must be kept;

(3) To employ all necessary fire protection personnel and fix their compensation;

(4) To employ and supervise the training of firemen to insure that the equipment is utilized for the best interest of all those in the Jasper Fire District;

(5) To be responsible for the purchase, acquisition, upkeep, maintenance and repairs of all fire-fighting equipment, fire stations and fire station sites; however, all such personal and real property purchased, acquired, operated and maintained shall be owned by and properly titled in the name of the county and shall not be subject to disposal or sale without the approval of Council;

(6) To promulgate such regulations as may be necessary to insure that equipment is being used to the best advantage of the County;

(7) To construct buildings to house equipment and all fire stations necessary to provide fire protection;

(8) To exercise any and all other powers necessary to operate and maintain a comprehensive system of fire protection within the County; and

(9) To contract with fire service providers, including volunteer fire departments, municipal departments or any other fire provider for the provision of fire protection services within all or a portion of the Jasper Fire District. By entering into such contracts (with the approval of Council), funding or payment for fire protection services, including capital funding, shall be specifically described and detailed in such agreement.

(b) It is expressly noted that, in the absence of approval by Council, the Emergency Services Director shall not have any power or authority to: (i) enter into any contract to purchase, lease, convey or sell real estate; (ii) borrow any money (including lease-obligations); (iii) enter into any contracts, or otherwise create any legal obligation of the County or the Jasper Fire District; or (iv) set, make or adopt policies regarding the operation or administration of the Jasper Fire District.

Sec. 9-89. Procurement.

The county fire rescue division shall be governed by the administrative rules of procedure governing other county agencies/departments and shall additionally comply with and be governed by the County's procurement code.

Sec. 9-90. Interference with Firefighters.

(a) It shall be unlawful to hinder or obstruct any firefighter or other authorized fire personnel while such persons or personnel are responding to a fire call or any other emergency call, or to hinder or obstruct persons or personnel who are attempting to extinguish a fire or remedy any emergency while acting in an official capacity. In keeping with the foregoing, and in the absence of automatic aid, mutual aid or other joint services agreements between or among fire providers authorized to perform fire service functions in the County, only the Jasper Fire District or the County's authorized contractual counterparties shall be permitted to exercise fire service activities and functions within a designated fire service area. Any entity, other than the Jasper Fire District or a contractual fire service provider hereunder, that responds to, performs, or attempts to perform fire service functions without a contract shall be automatically assumed to be in violation of this Sec. 9-90(a).

(b) The failure to obey any lawful order of any official of the fire-rescue division at the scene of any emergency shall be unlawful.

(c) Violations of the foregoing shall be punishable under the terms of the general penalties in Sec. 1-8 of the code of ordinances, as may be amended from time.

Sec. 9-91 to 99. Reserved.

Section 3 Transfer and Acceptance of Assets.

A. As applicable, all real and personal property (including all cash and investments) of the Fire Districts shall become the assets of the County and upon the enactment of this Ordinance, any cash and investments shall be transferred from the Fire Districts (or the accounts established therefor) to the County's account(s) for Jasper Fire District. Likewise, and except as described in Section 5 of this Ordinance, all obligations and liabilities of the Fire Districts shall become obligations and liabilities of the Jasper Fire District.

B. On or prior to the Effective Date (as defined herein):

1. The Jasper Fire District shall succeed to, without other transfer, and shall possess and enjoy all of the rights and privileges, immunities, powers, and franchises, both of a public and private nature, and shall be subject to all of the restrictions, liabilities, and duties of the Fire Districts.

2. To the extent title to any real property is vested by deed or otherwise to or in the name of any of the Fire Districts, or any agent, agency, or beneficial entity thereof (including any former, existing or planned fire service counterparty, including contractual counterparties), the title to such real property shall not automatically revert, transfer, or otherwise be encumbered by the terms of this Ordinance; however, through the enactment of this Ordinance, the County Council, in its capacity as the governing body of each of the Fire Districts, has authorized and approved the transfer of any and all real property of each such Fire District to the County (to the extent not already titled in the name of the County). To the extent the Leased Stations are owned or controlled by the Fire Districts, the Leased Stations are authorized for demise and lease under the terms hereof.

3. To the extent title to or ownership of any tangible personal property is vested in the name of any of the Fire Districts, or any agent, agency, or beneficial entity thereof (including any former, existing or planned fire service counterparty, including contractual counterparties), such title or ownership shall not automatically revert, transfer, or otherwise be encumbered or impaired by the terms of this Ordinance; however, through the enactment of this Ordinance, the County Council, in its capacity as the governing body of each of the Fire Districts, has authorized and approved the transfer of any and all of the personal property of each such Fire District's interest to the County (to the extent not already titled in the name of the County). To the extent any of the personal property assets

associated with the Leased Stations are owned or controlled by the Fire Districts, such assets are authorized for conveyance under the terms hereof.

4. Best efforts shall be undertaken to pay all current bills, charges, and liabilities of the Fire Districts from the respective assets acquired from each Fire District, including any workers compensation insurance premiums or liability insurance premiums due through the Effective Date for firefighters or the physical assets of each such Fire District. If circumstances arise or occur wherein such items cannot be paid from the assets of the respective Fire District, proper arrangements will be made with or by the Jasper Fire District, which is receiving the particular asset, for payment of such bill, charge, or liability.

D. On behalf of the County, the Jasper County Administrator, including any person serving such role in an interim capacity (the "**County Administrator**"), or his respective designees, are authorized to execute and deliver any bill of sale, deed, instrument, certificate, or other documentation necessary or convenient to carry out the intent of this Section.

Section 4. Assignment of Service Rights and Contracts; Contracts for Service.

A. Notwithstanding any limitation in such agreements to the contrary and excepting any other service agreements authorized under the provisions of this Ordinance, any agreements, contracts, rights, title, interest and other obligations between any of the Fire Districts and any municipal fire service or other fire providers (together, the "**Other Fire Providers**") shall be assigned, granted and transferred in full to the Jasper Fire District, who shall accede to and continue performing any and all fire service functions previously provided to the Other Fire Providers by any of the Fire Districts.

B. Notwithstanding the provisions of paragraph (A) of this Section 4, to the extent any current agreement with any of the Other Fire Providers, expressly including but not limited to mutual or automatic aid agreements, requires amendments, supplements, modifications or a restatement in full (collectively, a "**Modification Agreement**") as a result of this Ordinance, any Modification Agreement, subject to review and approval by the County's legal counsel, is fully authorized and permitted by the terms hereof. Each Modification Agreement, if any, shall be executed and delivered on behalf of the County by the County Administrator. Upon such execution, the County Council shall be timely informed of the execution of the Modification Agreement. The consummation of the transactions and undertakings described in any Modification Agreement, and such additional transactions and undertakings as may be determined by the County Administrator, in consultation with legal counsel to be necessary or advisable in connection therewith, are hereby approved.

C. In addition to the assignment of any agreement with Other Fire Providers, or any Modification Agreement contemplated above, the County, upon the advice of legal counsel and the Fire Service Coordinator, may assume the contractual duties and obligations of any Fire District. Any such assumption shall be set forth in a written

instrument executed and delivered on behalf of the County by the County Administrator. The execution, delivery, and performance of any agreement so assigned or assumed, together with any related actions, transactions, or undertakings that the County Administrator, in consultation with legal counsel, determines to be necessary or advisable in connection therewith, are hereby authorized and approved.

D. Notwithstanding the provisions of paragraphs (A) or (B) of this Section 4 and as described in the recitals hereto, County Council hereby authorizes the County to enter into the Hardeeville Service Agreement, the form of which is attached to this Ordinance as Exhibit B. The Hardeeville Service Agreement shall be executed and delivered on behalf of the County Administrator and attested to by the Clerk to Council. Upon such execution, the County Council shall be timely informed of the execution of the Hardeeville Service Agreement. The consummation of the transactions and undertakings described in the Hardeeville Service Agreement and such additional transactions and undertakings as may be determined by the County Administrator in consultation with counsel to be necessary or advisable in connection therewith, are hereby approved. In providing its approval of the Hardeeville Service Agreement, the County Council explicitly reserves, and does not delegate, all rights, duties, or actions respecting substantive revisions to the Hardeeville Service Agreement. The County Council is authorizing and directing the ministerial completion of any minor details reflected in the current form of the Hardeeville Service Agreement and the action of executing and delivering such agreement on behalf of the County. Material deviations of the Hardeeville Service Agreement shall require subsequent approval of the County Council. Should the Hardeeville Service Agreement require a material revision after the approvals granted by this Ordinance, such revisions shall be presented to the County Council for its consideration and approval prior to any execution and delivery of such agreement. As used herein, "material deviation" means any change or adjustment to the economic terms of the Hardeeville Service Agreement and the rights and responsibilities of the County thereunder different from in the form of the Hardeeville Service Agreement provided to Council on the date of enactment of this Ordinance. In connection with the execution and delivery of the Hardeeville Service Agreement, the County Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.

Section 5. Lease Approval

A. Under the laws of the State, the County is authorized to sell, alien, convey, lease or otherwise dispose of real property.

B. The County Council has reviewed the draft of the Lease Agreement, and in recognition of the emergency services to be performed by the City under the Hardeeville Service Agreement, has determined that good cause exists to lease the Leased Stations to Hardeeville.

C. The Lease Agreement shall be executed and delivered on behalf of the County by the County Administrator in the form substantially conforming to the draft

attached to this Ordinance as Exhibit C, but with such non-material changes as the County Administrator, on the advice of legal counsel, determines to be in the best interest of the County. Following execution, the County Council shall be timely informed of the execution of the Lease Agreement and informed as to the final terms thereof and such changes from the current draft as the County Administrator determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and undertakings described in the Lease Agreement, and such revisions and undertakings as may be determined by the County Administrator, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

Section 6. Bill of Sale

A. Under the laws of the State, the County is authorized to sell or otherwise dispose of personal property.

B. The County Council hereby approves the transfer of certain fire apparatus, vehicles, equipment, furnishings, tools, supplies, and related tangible personal property (collectively, the “**Fire Assets**”) pursuant to a Bill of Sale in substantially the form attached hereto as Exhibit E, but with such non-material changes as the County Administrator, on the advice of legal counsel, determines to be in the best interest of the County. Following execution, the County Council shall be timely informed of the execution of the Bill of Sale and informed as to the final terms thereof and such changes from the current draft as the County Administrator determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and undertakings described in the Bill of Sale, and such revisions and undertakings as may be determined by the County Administrator, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

C. The County previously financed eleven (11) fire apparatus pursuant to that certain Lease Purchase Financing Agreement in the original principal amount of \$10,835,000, dated December 18, 2024 (the “**2024 Lease**”). One of the fire apparatus financed under the 2024 Lease is proposed to be conveyed pursuant to the Bill of Sale authorized herein. In connection with such conveyance, and as part of the authority granted by this Ordinance, the County Administrator is authorized and directed to negotiate, execute, and deliver any releases, consents, waivers, acknowledgments, amendments, or other documents required by SouthState Bank, N.A., as holder of the County’s obligations under the 2024 Lease, in order to obtain the Bank’s consent to, and facilitate the transfer of, such fire apparatus. The County Administrator is further authorized to take any additional actions reasonably necessary to effectuate the transfer and to preserve the County’s compliance with the terms of the 2024 Lease.

Section 7. Outstanding Obligation.

A. As of the date hereof, there is currently outstanding the Outstanding Obligation. The County, acting through the County Administrator, is authorized to do all things necessary to arrange for the transfer and novation of the Outstanding Obligation

to the United States Department of Agriculture, Rural Development (“**USDA**”) as the holder thereof (the “**Novation**”).

B. As necessary to memorialize the Novation, the County, acting through the County Administrator, shall arrange for USDA to sign and deliver a certificate authorizing the Novation, the form of which is attached hereto as Exhibit E, and incorporated herein by reference (the “**Novation Certificate**”).

C. Upon receipt of the executed Novation Certificate and as of the Effective Date, the County Council hereby authorizes the issuance, execution, and delivery of a new General Obligation Bond, Series 2026 (the “**Novated Bond**”) in favor of USDA, as the holder thereof, the form of which is attached hereto as Exhibit F. The Novated Bond shall: (1) be issued in substitution for, and not in addition to, the Outstanding Obligation; (2) be in the same original principal amount (less any principal previously paid), bear interest at the same rate or rates, and contain the same payment terms, maturity schedule, prepayment provisions, and other material terms and conditions as are set forth in the Outstanding Obligation; (3) contain such revisions as are necessary to reflect that taxes shall be levied within the area of the Jasper Fire District, in lieu of the Cherry Point, within the time or times, and in amounts, sufficient to make payments of principal and interest on the Novated Bond as the same fall due; and (4) contain such other conforming or administrative changes as may be required by USDA or any laws affecting the Outstanding Obligation. Upon the execution and delivery of the Novated Bond, the Outstanding Obligation shall be novated and Cherry Point shall have no any payment obligations thereunder.

D. The Novated Bond shall constitute a general obligation of Jasper County, South Carolina, and the full faith, credit, and taxing power of the County are hereby irrevocably pledged to the payment of the principal of and interest on the Novated Bond as they respectively mature. For so long as the Novated Bond remains outstanding, there shall be levied annually, and there is hereby authorized to be levied, ad valorem taxes without limitation as to rate or amount upon all taxable property within the taxing area of the Jasper Fire District, in lieu of Cherry Point, in an amount sufficient to pay the principal of and interest on the Novated Bond as the same become due and payable. Such taxes shall be collected and applied in accordance with law and shall be used solely for the payment of debt service on the Novated Bond.

E. The County Administrator, the Clerk to Council, and such other officers and officials of the County as may be appropriate are hereby authorized and directed to execute and deliver the Novated Bond and such other documents, certificates, and instruments, and to take such further actions, as may be necessary or desirable to carry out the intent of this Ordinance. Further, due notice of the Novated Bond shall be provided to the County Auditor and County Treasurer as necessary to ensure the proper levy and collection of taxes sufficient to make payments on the Novated Bond as the same fall due.

Section 8. Public Hearings. Prior to the date of enactment of this Ordinance and pursuant to Sections 4-19-20 and 4-9-130 of the Code of Laws of South Carolina 1976,

as amended, the County did hold public hearings regarding the Consolidation and the Lease Agreement on May 4, 2026. Notice of the public hearings, in the form attached hereto as Exhibit G, was timely published three times in the Sun Times, which is a newspaper of general circulation in the County. First publication of such notices did occur not less than sixteen days prior to the date of the public hearing, and all interested parties were given an opportunity to speak in favor of or against this Ordinance.

Section 9. Notice of Enactment. Subsequent to the enactment of this Ordinance, a notice of enactment, the form of which is attached hereto as Exhibit H, shall be published once a week for two successive weeks in the Sun Times, which is a newspaper of general circulation in the County (the “**Enactment Notice**”). Subject to the timing requirements in Section 4-19-20(6) of the South Carolina Code, this Ordinance shall not be subject to challenge after its enactment and subsequent publication of the Enactment Notice.

Section 10. Further Action. Notwithstanding the Consolidation under the terms of this Ordinance, the County staff, acting through the County Administrator, as required or necessary, may undertake any supplemental, follow-up and/or final actions following the enactment of this Ordinance and the imposition of its terms. To the extent necessary, each of the Fire Districts shall remain constituted and empowered to act until such time as the Consolidation becomes effective and all have been transferred, conveyed, disposed, or sold; thereafter, each of the Fire Districts shall be finally dissolved and terminated without further action by the County Council.

Section 11. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 12. Limitation of Rights. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause(s) of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 13. Inconsistency. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 14. Effective Date. This Ordinance shall take effect as of the later of July 1, 2026 (the “**Effective Date**”), or (ii) the 20 days following the last publication of the Enactment Notice.

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JASPER COUNTY, SOUTH CAROLINA

Joseph A. Arzillo, Vice-Chairman⁴
Jasper County Council

ATTEST:

Wanda H. Giles, Clerk to Council

ORDINANCE: #2026-17

First Reading: April 6, 2026
Second Reading: May 4, 2026
Public Hearing: May 4, 2026
Enactment: June 15, 2026

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

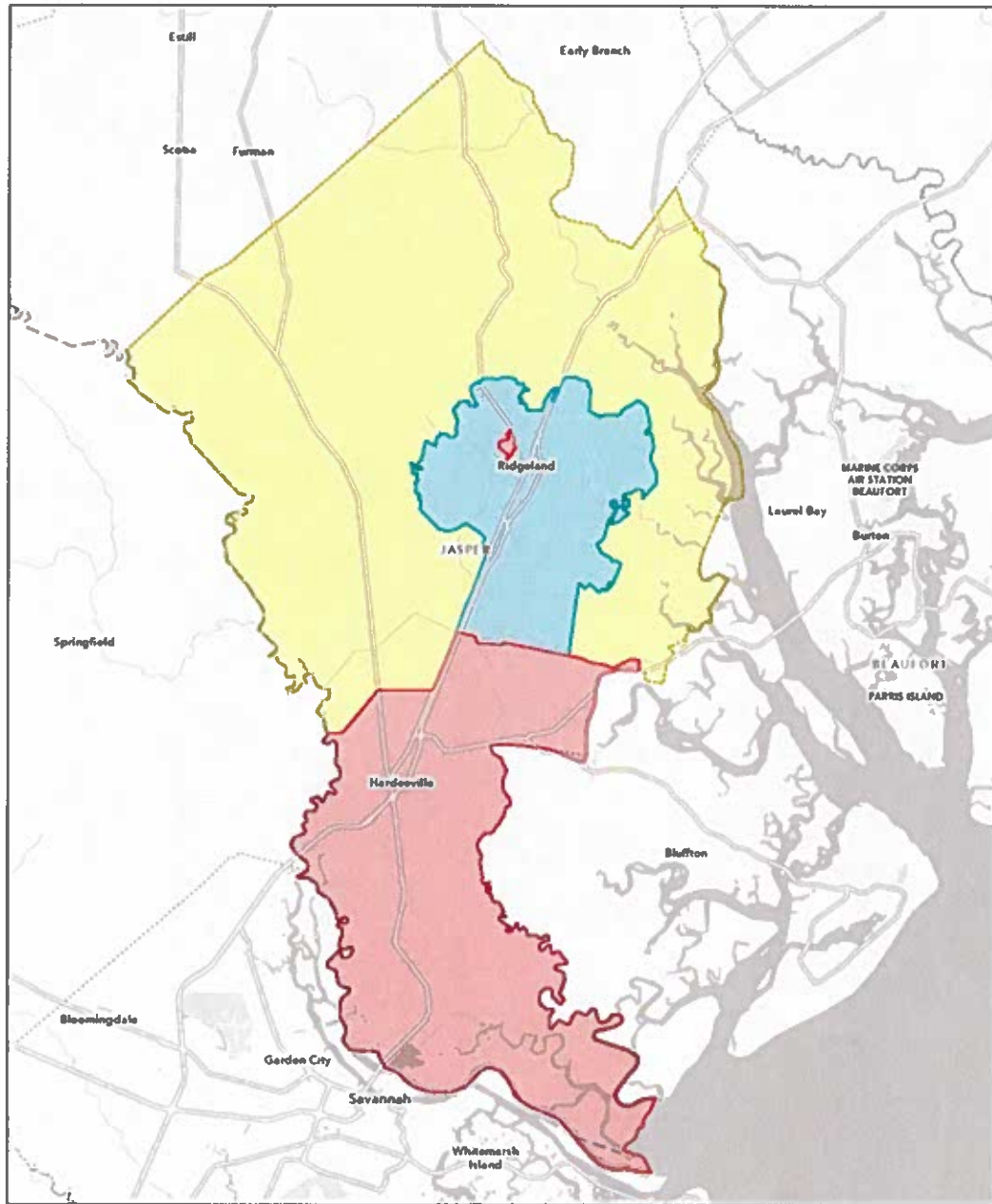
Pope Flynn, LLC

Date

⁴ Due to his employment with Hardeeville, the Chairman recused himself from approval on this matter.

Exhibit A

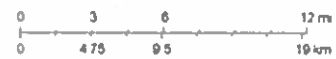
MAP OF HARDEEVILLE SERVICE AREA



5/4/2026

- Hardeeville Fire District
- Ridgeland Fire District
- Jasper County Fire District

1 299 900



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS (c)
OpenStreetMap contributors and the GIS User Community
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS (c)
OpenStreetMap contributors and the GIS User Community

Exhibit B

FORM OF HARDEEVILLE SERVICE AGREEMENT

EXHIBIT C
FORM OF LEASE

possessed by the County now or formerly located on or about the premises of the Leased Stations, as described and listed on the Inventory List attached to this Bill of Sale as Appendix 1, and such conveyance included all rights to recover any such personal property included in this conveyance which may be determined to be absent from the premises as of the date and time of this conveyance.

Leased Stations

Levy Fire Station (Station No. 25)
2721 Levy Road
Hardeeville, South Carolina 29927
TMS No.: 038-00-05-006

Bellinger Hill Fire Station (Station No. 20)
3677 Bellinger Hill Road
Hardeeville, South Carolina 29927
TMS No.: 072-00-01-045

Mead Road Station (Station No. 34)
192 Mead Road
Hardeeville, SC 29927
TMS No.: 067-01-00-039.02

Through its acceptance of the assets conveyed hereunder, the City acknowledges and agrees that the Assets are transferred and accepted **AS IS, WHERE IS, WITH ALL FAULTS**, and without any representation or warranty of any kind, express or implied, by the County. Without limiting the generality of the foregoing, the County makes no representation or warranty as to the condition, merchantability, fitness for a particular purpose, design, operation, compliance with applicable laws, or suitability of the Assets for continued fire protection or emergency services use. The City acknowledges that it has had the opportunity to inspect the Assets, is relying solely upon its own investigation and evaluation, and accepts the Assets at its own risk as to their condition, functionality, repair needs, and compliance. The City assumes all risk of loss, damage, liability, maintenance, repair, and operation of the Assets arising on or after the effective date of this Bill of Sale. The City further releases and discharges the County from any and all claims, demands, causes of action, and liabilities of any kind arising out of or related to the condition, use, or operation of the Assets after the effective date, except to the extent arising from Seller's fraud or willful misconduct.

Notwithstanding anything herein to the contrary, the particular Fire Assets identified on Appendix 2 attached hereto and incorporated herein by reference (the "Reversionary Assets") are conveyed subject to the express condition subsequent that, in the event the Service Agreement expires or is terminated for any reason, the Reversionary Assets shall automatically revert to and revest in the County. Within ten business days following the annual joint meeting of the City and the County contemplated by Section 3(E) of the Service Agreement, the Parties shall prepare and

attach an updated Appendix 2 as a supplement to this Bill of Sale, identifying all assets meeting the foregoing definition of Reversionary Assets as of the date of such update. Each such supplement shall automatically become a part of this Bill of Sale without the necessity of executing a new bill of sale or amendment. In the event an updated Appendix 2 is not timely completed, the most recent version of Appendix 2 shall remain in effect for administrative purposes; provided, however, that (i) any asset meeting the definition of a Reversionary Asset shall be deemed a Reversionary Asset regardless of whether it is specifically identified on Appendix 2, and (ii) any replacements, additions, upgrades or improvements to the list of Reversionary assets are limited to those items funded from the Annual Payment (as defined in the Service Agreement), funded by Additional Funding Measures (as defined in the Service Agreement) or otherwise contributed, supported or funded by the County. Upon request of either party, the parties shall cooperate in good faith to reconcile and update Appendix 2 as soon as reasonably practicable.

Upon expiration or termination of the Service Agreement, the City shall promptly (i) cease asserting any ownership interest in the Reversionary Assets, (ii) execute and deliver such bills of sale, assignments, or other instruments as the County may reasonably request to evidence the reconveyance of the Reversionary Assets to the County, and (iii) return and surrender possession of the Reversionary Assets to the County in substantially the same condition as received, reasonable wear and tear excepted, including the obligation to repaint, rebadge and restripe, as applicable, any of the Reversionary Assets to the County's fire insignia and markings. The City acknowledges that its interest in the Reversionary Assets is expressly conditioned upon the continued effectiveness of the Service Agreement and that no additional consideration shall be due upon such reversion. The provisions of this Section shall survive delivery of this Bill of Sale.

TO HAVE AND TO HOLD the same to the City its successors and assigns, to its or their use forever.

The County, through its duly authorized representative subscribed and attested below, has good right and authority to convey the Assets as aforesaid and to execute this Bill of Sale to the County. The City, through its duly authorized representative subscribed and attested below, has good right and authority to accept the Assets in their current condition and to execute this Bill of Sale to the City.

[Remainder of Page Intentionally Left Blank]

APPENDIX 1

INVENTORY LIST FOR BILL OF SALE

APPENDIX 2

REVERSIONARY ASSETS LIST

The Reversionary Assets means all items listed on Appendix 1, together with any replacements, additions, upgrades, or improvements thereto, that, as of the date of any reversion as contemplated by the Bill of Sale, have a useful life exceeding one (1) year and a value greater than One Thousand Dollars (\$1,000.00). This Appendix 2 shall be updated and supplemented each year following the annual joint meeting of the parties as contemplated by the Services Agreement.

Exhibit E

FORM OF NOVATION AUTHORIZATION

This Novation Authorization (this “*Novation Certificate*”) is made by the United States Department of Agriculture, Rural Development (“*USDA*”), for the benefit of Jasper County, South Carolina (the “*County*”), and the Jasper County Rural Fire Protection District (the “*Successor District*”).

RECITALS

WHEREAS, USDA is the holder and/or beneficiary of the originally issued \$1,308,200 Jasper County, South Carolina Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the “*Original Bond*”).

WHEREAS, the Original Bond was issued by the County for the benefit of the Cherry Point Fire Protection District (“*Cherry Point*”).

WHEREAS, pursuant to Ordinance No. 2026-17 dated June 15, 2026 and effective July 1, 2026 (the “*Consolidation Ordinance*”), the County has reorganized and consolidated certain fire protection service areas, including Cherry Point, into a single countywide unincorporated area fire district known as the Jasper County Rural Fire Protection District (the “*Successor District*”).

WHEREAS, under the Consolidation Ordinance, the Successor District has assumed and agreed to assume all responsibilities, duties, and obligations of Cherry Point, including those relating to the Original Bond; and

WHEREAS, the County has requested that USDA consent to a novation of the Original Bond, pursuant to which the Original Bond shall be canceled and replaced with a new General Obligation Bond (the “*Novated Bond*”) reflecting the Successor District as the beneficiary and taxing area for repayment; and

WHEREAS, USDA is authorized to enter into this Novation Certificate in order to ensure the continued administration, repayment, and security of the indebtedness in accordance with applicable federal regulations and loan documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USDA certifies and agrees as follows:

1. **Novation and Substitution.** USDA hereby consents to and approves a full novation of the Original Bond. Effective upon the execution and delivery of the Novated Bond to USDA, the Original Bond shall be deemed canceled and superseded in its entirety and replaced by the Novated Bond.

2. **Issuance of Novated Bond.** The County shall execute and deliver to USDA the Novated Bond in substantially the same outstanding principal amount (less any principal

previously paid), bearing the same interest rate or rates, and containing the same payment terms, maturity schedule, prepayment provisions, security, and other material terms as the Original Bond, except as modified to: (i) reflect the Jasper County Rural Fire Protection District as the beneficiary of the financed facilities and improvements; and (ii) provide that debt service shall be payable from taxes levied within the taxing area of the Successor District in lieu of Cherry Point.

3. **Release of Prior Designation.** Upon delivery of the Novated Bond, USDA agrees that the obligations previously designated for the benefit of Cherry Point under the Original Bond shall be extinguished and replaced by the obligations set forth in the Novated Bond. The indebtedness shall continue uninterrupted, but solely under and pursuant to the terms of the Novated Bond.

4. **General Obligation Status.** The Novated Bond shall constitute a valid and binding general obligation of the County, secured by the full faith, credit, and taxing power of the County, and payable in accordance with its terms from ad valorem taxes lawfully levied within the area of the Successor District.

5. **Assumption of Responsibilities.** The County, acting for the benefit of the Successor District, acknowledges and affirms its responsibility for the continued administration of the financed facilities and for compliance with all applicable federal requirements associated with the Novated Bond and related loan documents.

6. **Effectiveness.** This Novation Certificate shall become effective upon execution by USDA and acceptance by the County. This Novation Certificate and the Novated Bond may be attached to and made a part of the official transcript and records relating to the Original Bond and the Novated Bond.

IN WITNESS WHEREOF, USDA has caused this Novation Certificate to be executed by its duly authorized representative as of the ___ day of _____, 2026.

**UNITED STATES
DEPARTMENT OF AGRICULTURE,
RURAL DEVELOPMENT**

By: _____
Name: _____
Title: _____

Exhibit F

FORM OF NOVATED BOND

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND
(JASPER COUNTY RURAL FIRE PROTECTION DISTRICT)
SERIES 2026**

No. R-1

Original Closing Date: April 13, 2023
Novation Date: July 1, 2026

KNOW ALL MEN BY THESE PRESENTS, that **JASPER COUNTY, SOUTH CAROLINA** (hereinafter called the “County”), a body corporate and politic and a political subdivision under the laws of the State of South Carolina, is justly indebted and, for value received, hereby promises to pay to the UNITED STATES OF AMERICA, UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT (the “Government”), or registered assigns, the principal sum of \$1,308,109.86, plus interest from the date of delivery at the rate of three and fifty hundredths per centum (3.50%) per annum, payable annually, beginning one year from the date of delivery of this Bond and closing of the Loan (if such date be the 29th, 30th, or 31st day of the month, then on the 28th day of each month) and on the same day of each year (April 13) through and including the final maturity date hereof on April 13, 2053, as follows: twenty-seven (27) fully amortized annual installments of both principal and interest in the amount of Seventy-Five Thousand Six Hundred Ninety-Three Dollars (\$75,693.00) each. The first payment hereunder shall be April 13, 2027 and unless otherwise redeemed as contemplated herein, the final maturity of the Bond shall be 30 years from the date of the Original Closing Date.

Both the principal hereof and interest hereon 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 payable from and additionally secured by a pledge of the net revenues collected from the Fire Protection Service Tax imposed in the Jasper County Rural Fire Protection District (the “District”), pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended and Ordinance No. 2026-17 dated June 15, 2026 (the “Consolidation Ordinance”). Under the Consolidation Ordinance, the County, acting through the District, has assumed and agreed to assume all responsibilities, duties, and obligations of Cherry Point Fire Protection District, including those relating to the originally issued \$1,308,200 Jasper County, South Carolina Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the “Original Bond”).

EVERY PAYMENT made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal. Refunds and extra payments, as defined in the regulations of the Government, according to the source of funds involved, shall, after payment of interest, be applied to the installment last to become due under this Bond and shall not affect the obligation of the County to pay the remaining installments as scheduled herein.

ALL PAYMENTS by way of principal and interest shall be paid to the Government, or its legal representative, successors or registered assigns at the District Office of Rural Development, Walterboro, South Carolina, without presentation or surrender of this Bond.

THE GOVERNMENT at any time may assign and transfer this Bond in the manner hereinafter noted (and, if it wishes, insure the payment thereof) and, in such case, notwithstanding that this Bond shall no longer be held by the Government, the County shall continue to effect the payment of all sums due hereon by way of principal and interest to the Government, as collection agent for the registered owner.

WHILE THIS BOND is held by a party other the Government, prepayments made by the County may, at the option of the Government, be remitted by the Government to the registered owner promptly or, except for the final payment, be retained by the Government and remitted to the registered owner on either a calendar quarter basis or an annual basis. The effective date of every prepayment made by the County, except payments retained and remitted by the Government on an annual basis, shall be the date of the United States Treasury check by which the Government remits the payment to the registered owner. The effective date of every prepayment retained and remitted by the Government to the registered owner on an annual installment due basis, shall be the date of prepayment by the County, and the government will pay the interest to which the registered owner is entitled accruing between the effective date of such prepayment and the date of the United States Treasury check by which the Government remits the payment to the registered owner.

THE COUNTY hereby confirms the certification by the County that the County is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

IF AT ANY TIME it shall appear to the Government that the County may be able to obtain a loan from a reasonable cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, the County will, at the Government's request, apply for and accept such loan in an amount sufficient to prepay this Bond on the next available prepayment date.

THIS BOND is given as evidence of a loan to the County made by the Government pursuant to the Consolidated Farm and Rural Development Act and shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof. As a material inducement to the Government's consent to the issuance of this Bond, the County, on behalf of the District, expressly agrees to and assumes all obligations of

Cherry Point under the Original Bond. In this regard, the County, on behalf of the District, further covenants and agrees that it shall be bound by, and shall comply with, all terms, conditions, and covenants set forth in any and all other documents, instruments, and agreements executed in connection with or relating the Original Bond, including the Government's Letter of Conditions, Closing Instructions, and all other loan documents related to the Original Bond.

ON ANY INTEREST payment date, principal installments due on this Bond may be prepaid prior to their due dates at the option of the County, either in whole or in part, from any money which may be made available for that purpose or deposited with or paid to the registered owners (the "Registered Owners") on or before the due date of such installments. If installments are prepaid in part, such prepayments shall be in the inverse chronological order of such installments in whole multiples of \$1,000.

THIS BOND shall at all times be registered as to principal and interest in the name of the registered owner hereof on books of registry (the "Books of Registry") of the County maintained by the County and to be kept in the office of the Jasper County, South Carolina, and each transfer to be valid shall be made on the Books of Registry and similarly noted on this Bond.

THE PERSON IN WHOSE NAME the Bond shall be registered on the Books of Registry shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on the Bond 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.

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 authentication, and registered owner, \$1,308,109.86, issued pursuant to and for purposes authorized by Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended, and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended; and an original bond ordinance dated March 2, 2020, and the Consolidation Ordinance; in order to defray the costs of acquisition and construction of the Marsh Cove Fire Substation and related costs and costs of issuance of this Bond.

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, 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, JASPER COUNTY, SOUTH CAROLINA, has caused this Bond to be signed in its name by the County Administrator of 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 dated as of the Novation Date.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Interim County Administrator

ATTEST:

Clerk
County Council of Jasper County,
South Carolina

FORM OF ASSIGNMENT

[A form similar to this but not attached to the within Bond may also be used]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto _____ the within Bond of Jasper County, South Carolina and hereby irrevocably constitutes and appoints _____, attorney to transfer the same on the Books of Registry of Jasper County, South Carolina with full power of substitution in the premises.

Dated: _____

**DATE OF
REGISTRATION**

**NAME OF
REGISTERED
HOLDER**

**SIGNATURE OF COUNTY
ADMINISTRATOR**

April 13, 2023

United States of America,
United States Department
of Agriculture, Rural
Development

July 1, 2026

United States of America,
United States Department
of Agriculture, Rural
Development

Exhibit G

FORM OF NOTICE OF PUBLIC HEARINGS

The County Council of Jasper County (hereinafter the “County Council”), which is the governing body of Jasper County, South Carolina (the “County”), is considering the enactment of an ordinance (the “Consolidation Ordinance”) entitled: “AN ORDINANCE OF JASPER COUNTY COUNCIL AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF JASPER COUNTY REGARDING FIRE PROTECTION DISTRICTS TO CREATE THE JASPER COUNTY RURAL FIRE PROTECTION DISTRICT; ELIMINATING ALL EXISTING FIRE PROTECTION DISTRICTS; AUTHORIZING THE NOVATION OF ALL OUTSTANDING BONDS AND OTHER DEBT OBLIGATIONS TO THE NEW DISTRICT; REQUESTING AND ACCEPTING DEDICATION OF COUNTY-FUNDED FIRE CAPITAL EQUIPMENT AND FACILITIES; AUTHORIZING A FIRE SERVICE CONTRACT BETWEEN THE NEW DISTRICT AND THE CITY OF HARDEEVILLE; AUTHORIZING THE LEASE OF CERTAIN COUNTY REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CERTAIN PERSONAL PROPERTY; AND OTHER MATTERS RELATING THERETO.” As required by Sections 4-19-20 and 4-9-130(6) of the Code of Laws of South Carolina 1976, as amended, you are advised that public hearings will be held in the Jasper County Administration Facility (County Council Chambers) located at 358 Third Avenue, Ridgeland, South Carolina, on May 4, 2026 at 6:00 p.m. (or as soon thereafter as time permits) on the questions of the (1) Consolidation (as defined herein), and the (2) the Lease. All interested persons will be given an opportunity to be heard and express their views at the public hearings. A copy of the Consolidation Ordinance is available for review at the County’s administrative facility during normal business hours.

Comments made during the public hearings shall be limited to three (3) minutes in duration. At the public hearings and any adjournment of them, all interested persons may be heard either in person or by their designee.

The following information is provided with respect to Consolidation Ordinance:

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

2. Pursuant to the Enabling Act, Ordinance No. 09-19 dated July 20, 2009, as amended by Ordinance No. 2019-18 dated July 15, 2019, as amended by Ordinance No. 2022-39 dated March 15, 2023, and as amended by Ordinance No. 23-21 dated January 16, 2024 (collectively, the “Existing Fire District Ordinances”), the County previously established five separate fire service areas within unincorporated areas of the County, to wit: the Cherry Point Fire Protection District (“Cherry Point”), Rural Jasper County Fire Protection District, Levy Fire Protection District, Ridgeland Vicinity Fire Protection District, and Hardeeville Vicinity Fire Protection District (collectively, the “Fire Districts”).

3. County Council seeks to restructure the organization of fire services in the County by establishing the Jasper County Rural Fire Protection District (the “Jasper Fire District”) and eliminating all of the Fire Districts (the “Consolidation”). The County Council has determined that the Consolidation will: (a) attract new firefighters; (b) retain existing firefighters; (c) allow for proper training of new and existing firefighters, and the potential to hire full-time firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; (f) more effectively and equitably spread the cost of fire services throughout the County; (g) unify and potentially improve ISO ratings throughout the County; (h) ensure County oversight on fire funding; (i) create accountability for contractual fire service providers operating in the County; and ; and (j) promote regional cooperation and joint services with municipal fire service providers in the County.

4. After the Consolidation, the Jasper Fire District shall constitute a single unified fire service area in the County, the service area of which shall consist of the entire incorporated area of the County.

5. The Jasper Fire District will be subject to the terms of the Consolidation Ordinance, the terms of which amend and restate the Existing Fire District Ordinances in their entirety. Particularly, the Consolidation Ordinance provides that the Jasper Fire District will be authorized to (i) levy *ad valorem* property taxes within its boundaries for operation, maintenance and capital purposes, and (ii) impose rates and charges for operation, maintenance and capital purposes.

6. The Jasper Fire District shall be operated as an administrative division of the County and shall be authorized to issue general obligation bonds, payable from *ad valorem* taxes levied within its service area, in order to defray the capital costs of providing fire protection services therein. Additionally, and as necessary to fully implement the Consolidation, the existing general obligation bond of Cherry Point shall be assigned and transferred to the Jasper Fire District.

7. As part of the Consolidation, certain of the County’s existing fire stations will no longer be used by the County. Instead, the County will lease certain existing fire stations, particularly the Levy Fire Station (Station No. 25), the Bellinger Hill Fire Station (Station No. 20) and the Meade Road Station (Station No. 34) to the City of Hardeeville, South Carolina (the “City”) for their use during the pendency of Fire and Emergency Service Agreement between the County and the City.

COUNTY COUNCIL OF JASPER COUNTY

Exhibit H

FORM OF NOTICE OF ENACTMENT

On June 15, 2026, the Jasper County Council (the “County Council”), the governing body of Jasper County (the “County”) enacted an ordinance entitled, “AN ORDINANCE OF JASPER COUNTY COUNCIL AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF JASPER COUNTY REGARDING FIRE PROTECTION DISTRICTS TO CREATE THE JASPER COUNTY RURAL FIRE PROTECTION DISTRICT; ELIMINATING ALL EXISTING FIRE PROTECTION DISTRICTS; AUTHORIZING THE NOVATION OF ALL OUTSTANDING BONDS AND OTHER DEBT OBLIGATIONS TO THE NEW DISTRICT; REQUESTING AND ACCEPTING DEDICATION OF COUNTY-FUNDED FIRE CAPITAL EQUIPMENT AND FACILITIES; AUTHORIZING A FIRE SERVICE CONTRACT BETWEEN THE NEW DISTRICT AND THE CITY OF HARDEEVILLE; AUTHORIZING THE LEASE OF CERTAIN COUNTY REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CERTAIN PERSONAL PROPERTY; AND OTHER MATTERS RELATING THERETO” (the “Consolidation Ordinance”).

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

2. Pursuant to the Enabling Act, Ordinance No. 09-19 dated July 20, 2009, as amended by Ordinance No. 2019-18 dated July 15, 2019, as amended by Ordinance No. 2022-39 dated March 15, 2023, and as amended by Ordinance No. 23-21 dated January 16, 2024 (collectively, the “Existing Fire District Ordinances”), the County previously established five separate fire service areas within unincorporated areas of the County, to wit: the Cherry Point Fire Protection District (“Cherry Point”), Rural Jasper County Fire Protection District, Levy Fire Protection District, Ridgeland Vicinity Fire Protection District, and Hardeeville Vicinity Fire Protection District (collectively, the “Fire Districts”).

3. Pursuant to the Consolidation Ordinance, the County Council consolidated Fire Districts into a single fire service area under the Enabling Act (the “Consolidation”), which as of the Effective Date (as defined in the Consolidation Ordinance) shall be reconstituted as the Jasper County Rural Fire Protection District (the “Jasper Fire District”).

4. As of the Effective Date, the Jasper Fire District shall constitute a single unified fire service area in the County, the boundaries (service area) of which consist of the entire unincorporated area of the County.

5. The Jasper Fire District will be subject to the terms of the Consolidation Ordinance, the terms of which amend and restate the Existing Fire District Ordinances in their entirety. Particularly, the Consolidation Ordinance provides that the Jasper Fire

District will be authorized to (i) levy *ad valorem* property taxes within its boundaries for operation, maintenance and capital purposes, and (ii) impose rates and charges for operation, maintenance and capital purposes.

6. The Jasper Fire District shall be operated as an administrative division of the County and shall be authorized to issue general obligation bonds, payable from *ad valorem* taxes levied within the Jasper Fire District, in order to defray the costs of providing fire protection services within the Jasper Fire District. Additionally, and as necessary to fully implement the Consolidation, the existing general obligation bond of Cherry Point shall be assigned and transferred to the Jasper Fire District.

FIRE AND EMERGENCY SERVICE AGREEMENT

This FIRE AND EMERGENCY SERVICE AGREEMENT (this “**Agreement**”) is made and entered into as of this ___ day of _____ 2026, by and between the City of Hardeeville, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the “**City**”), and Jasper County, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the “**County**” and together with the City, each a “**Party**” or together the “**Parties**”).

In consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree that the City shall provide Services (as such term is defined in Section 3A below) to the Contractual Service Area (as such term is defined herein) during the Term (as such term is defined herein) in exchange for Annual Payments (as such term is defined herein) from the County, all in accordance with the terms of this Agreement.

Section 1. Consolidation; Contractual Service Area; Annexation.

A. The County, acting pursuant to Ordinance No. 2026-17 dated June 15, 2026 (the “**Consolidation Ordinance**”), established the Jasper County Rural Fire Protection District, a fire protection district created pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (“**County Fire District**”). The County Fire District replaced a prior network of independent fire service areas, including the Hardeeville Vicinity Fire Protection District (the “**Hardeeville District**”).

B. Pursuant to the Consolidation Ordinance, the Hardeeville District was dissolved and is no longer recognized as a separate special tax district or fire service area of the County. As a result of such elimination, the governance, administration, funding, and provision of Services within the former geographic boundaries of the Hardeeville District are now subject to the terms of the Consolidation Ordinance. Accordingly, this Agreement amends, restates, supersedes, and replaces in its entirety any and all prior intergovernmental agreements, memoranda of understanding, service agreements, or other arrangements, whether written or oral, between the County and the City relating to the provision, funding, administration, or coordination of Services within the former Hardeeville District. From and after the Effective Date (as defined herein), the rights, duties, and obligations of the parties with respect to Services (or the limited Fire Services (as defined and described herein, as applicable)) in such area shall be governed solely by the terms and conditions set forth herein.

C. In lieu of the County directly providing the Services to certain unincorporated portions of Jasper County formerly served through the Hardeeville District, the Parties have determined the City will provide Services within the Contractual Service Area. For the purpose of this Agreement, “**Contractual Service Area**” means those portions of unincorporated Jasper County located outside the incorporated municipal boundaries of the City and outside the incorporated municipal boundaries of the Town of Ridgeland, South Carolina, for which the City is authorized and obligated to provide Services under this Agreement. The Contractual Service Area is depicted on Exhibit A (shaded in red and designated as the “Hardeeville Fire District”), which is attached to and incorporated into this Agreement. . In the event of any conflict or

inconsistency between Exhibit A and the definition of the Contractual Service Area contained herein, this Section shall control. The Parties acknowledge and agree that the Contractual Service Area remains unincorporated territory of the County unless and until separately annexed into the City in accordance with applicable law. Nothing herein shall be construed as annexing territory or an intent to annex territory into the City, expanding the municipal boundaries of the City, or granting the City general governmental jurisdiction within the Contractual Service Area, except as solely necessary for the City to provide the Services and exercise such fire, emergency medical, and related enforcement authority contemplated by this Agreement. Notwithstanding the provisions of paragraph (E) below, the Parties shall not change the boundaries of the Contractual Service Area during the term of this Agreement without the prior written agreement of the City.

D. The Parties acknowledge that the County has outstanding its \$1,308,200 Fire Protection Service General Obligation Bond (Cherry Point Fire Protection District), Series 2023 (the “**USDA Bond**”), which, on the effective date of the Consolidation Ordinance, was novated by the United States Department of Agriculture, Rural Development (“**USDA**”), as holder, for the benefit of the County Fire District. For so long as the USDA Bond remains outstanding, the service area of the County Fire District shall be entitled to the protections afforded under 7 U.S.C. § 1926(b) (“**1926(b) Protection**”), including protection against the curtailment or limitation of service within such area. The authorization granted under this Agreement for the City to provide Services within the Contractual Service Area is subject to the terms and conditions of this Agreement and applicable law, including 1926(b) Protection. Nothing contained in this Agreement, nor any annexation by the City of territory within the Contractual Service Area, shall be construed as (i) a waiver of, (ii) consent to, or (iii) acquiescence in any curtailment, limitation, or impairment of the 1926(b) Protection afforded to the County. Furthermore, any annexation by the City of territory located within the Contractual Service Area shall not be construed to impair, limit, or restrict the County’s ability to levy and collect *ad valorem* taxes, assessments or other lawful revenues necessary for the payment and security of the USDA Bond. Notwithstanding the foregoing restrictions, nothing herein shall be construed (i) to authorize the County to impose any new or additional taxes, assessments, fees, charges or other obligations within annexed territory beyond those specifically associated with the payment and security of the USDA Bond, (ii) to expand the County’s taxing authority beyond that otherwise permitted under applicable law, or (iii) as a contractual acknowledgment or expansion of any 1926(b) Protection beyond the protection provided under applicable federal law.

E. To the extent any portion of the Contractual Service Area is annexed into the incorporated boundaries of the City, such area shall be removed from the Contractual Service Area, and the Contractual Service Area, including the map associated therewith, shall be supplemented accordingly. In recognition of the 1926(b) Protection and as calculated based upon the taxable value, assessments, and millage applicable to the annexed property on the effective date of the applicable annexation, (i) the City shall pay the County a lump sum equal to the remaining debt service due and payable by on each annexed parcel to pay its proportionate share of the USDA Bond through maturity, and (ii) the Annual Payment (as defined herein) (and the applicable Quarterly Payment (as defined herein)) shall be reduced on a dollar-for-dollar basis by the amount of the operating taxes attributable solely to the annexed property and otherwise included in the calculation of the Annual Payment.,.

Section 2. Term.

A. This Agreement commences with an initial term that shall begin at 12:01 a.m. on July 1, 2026 (the “**Effective Date**”), through 11:59 p.m. on June 30, 2031 (each applicable July 1 to June 30 period, the “**Billing Year**”). The initial term (including any early termination by the City) and any renewal terms are generally referred to herein as the “**Term**”. Upon the expiration of the initial term, this Agreement shall automatically renew for a term of five years (“**1st Renewal Term**”) unless either Party provides written notice to the other Party not less than one year prior to the expiration of the initial term of its intention not to renew this Agreement. If timely notice of nonrenewal occurs with respect to the initial term, the Agreement will expire at 11:59 p.m. on June 30, 2031. In the event of a 1st Renewal Term, the Agreement shall automatically renew for another renewal term of five years (“**2nd Renewal Term**”) unless either Party provides written notice to the other Party of not less than one year prior to the expiration of the 1st Renewal Term of its intention not to renew this Agreement. If timely notice of nonrenewal occurs with respect to the 1st Renewal Term (if applicable), the Agreement will expire at 11:59 p.m. on June 30, 2036.

B. The payment of the Annual Payments is expressly subject to the appropriation of legally available funds by the County, acting through Jasper County Council as the governing body of the County, through the adoption and approval of the County’s annual budget for each applicable fiscal year that this Agreement is in effect. Notwithstanding the Term, in the event of any nonappropriation by the County for the applicable Annual Payment, this Agreement shall be terminated as of the end of the then-current fiscal year for which funding has been paid to the City by the County. Any termination of this Agreement resulting from non-appropriation shall not limit, impair or otherwise affect any rights of the City under any related lease agreement with the County, including, without limitation, the City’s rights during any applicable Wind-Down Period (as defined in that certain Lease Agreement dated as of July 1, 2026) following expiration or termination thereof.

C. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement, with or without cause, upon not less than twelve (12) months prior written notice to the other Party. During the notice period, the Parties shall continue to perform their respective obligations under this Agreement and shall cooperate in good faith to facilitate an orderly transition of Services within the Contractual Service Area.

Section 3. Services Within Contractual Service Area; Fire Response Control; Reporting.

A. At all times during this Agreement, and excepting the period from the Effective date through September 30, 2026 wherein the City shall only perform limited Fire Service as described in Section 4(B) below, the City shall provide all Services within the Contractual Service Area. Services shall be performed within the Contractual Service Area at the same level, quality and consistency that the City provides within the City’s municipal boundaries. For purposes of this Agreement, “**Services**” means and includes the full range of fire protection and emergency response functions customarily provided by the City within its municipal boundaries, including, without limitation: fire suppression services, specifically including alarm monitoring and response, structure fires, wildland and brush fires, vehicle fires, and other fire-related incidents; rescue services of all types, including vehicle extrication, technical rescue, water rescue, and other life-saving operations; fire origin and cause investigation; fire and life safety education and community risk reduction programs; pre-incident planning; hazardous materials identification, containment,

mitigation, and response (collectively, “**Fire Services**”); and emergency medical response services, including first response to medical emergencies, patient assessment, stabilization, treatment, and the provision of basic life support and other pre-hospital emergency medical care on a non-transport basis, together with coordination and transfer of patient care to licensed ambulance or transport providers when transport is required. For the avoidance of doubt, “**Services**” also includes the full spectrum of emergency medical services customarily provided by a governmental EMS agency, including but not limited to: response to 911 and other emergency calls; on-scene patient assessment, stabilization, treatment, and monitoring; basic life support (BLS) and advanced life support (ALS) interventions; administration of medications; airway management; cardiac monitoring and defibrillation; trauma care; extrication support in coordination with fire or rescue personnel; patient packaging and preparation for transport; ambulance transport to appropriate medical facilities; interfacility transfers when required; and transfer of patient care to hospital or other receiving medical personnel.

B. Notwithstanding the foregoing, the City shall perform fire code enforcement on all new construction and shall further have the authority to perform fire code maintenance on existing buildings. The City shall have the authority to identify, enforce, and take appropriate action with respect to fire code violations within the Contractual Service Area, as permitted by applicable law. Where applicable, the City Fire Marshal and the County Fire Marshal shall operate jointly, or otherwise coordinate, for the purposes of new construction and renovations within the unincorporated portions of the Contractual Service Area. The City and County agree that a uniform and consistent set of fire code enforcement standards shall be applied through the Contractual Service Area, which standards shall be based upon the applicable laws of the State of South Carolina, including fire codes, as adopted and amended from time to time. The Parties further agree to take all actions necessary, including enactment of ordinances or resolutions and compliance with applicable statutes, to implement and authorize such uniform standards and enforcement authority. The City shall lead and control all Services and shall act as the authority having jurisdiction (AHJ) within the Contractual Service Area, as authorized pursuant to this Agreement and applicable provisions of South Carolina law, the County’s approval ordinance and the City’s authorizing ordinance or resolution. This provision does not affect any mutual or automatic aid arrangements that are now in place or put into effect at any time during the Term.

C. The City shall be solely responsible for coordinating and completing the transition of all Knox boxes and related access control systems within the Contractual Service Area to the City. In connection therewith, the City shall remove and replace, as necessary, all locks, locking mechanisms, cylinders, tumblers, and related hardware associated with the County’s Knox box system. All locks, locking mechanisms, cylinders, tumblers, and related hardware removed from service shall be returned to the County. The Parties acknowledge that the initial transition of the Knox box system will result in a one-time cost, which shall be payable at the sole cost and expense of the City. For purposes of facilitating the transition, the County shall issue to the City one (1) County Knox master key for a temporary period not to exceed three hundred sixty-five (365) days from the Effective Date. The City shall maintain strict control and accountability over such key and shall be responsible for its safekeeping. The City shall return the County Knox master key to the County immediately upon completion of the transition, and in all events no later than the expiration of the 365-day period, unless the transition is completed and the key returned earlier.

D. Upon request of the County, but no more than once each Billing Year, the City shall reasonably cooperate with the County to provide fire and emergency response service activity information to the extent that such information is maintained by the City or is not otherwise available to the County through its dispatch or other systems. The Parties acknowledge that the County currently provides dispatch services for the City and maintains primary records of call data through its computer-aided dispatch (CAD) system. Accordingly, the City shall not be required to duplicate or separately provide data that is already available to the County through such systems. The City shall reasonably cooperate with the County to provide supplemental or additional information to the extent such information is not otherwise available to the County, or in a form or format that cannot be utilized by the County. In the event the City assumes responsibility for dispatch services in the future, the City shall thereafter provide such dispatch-related data and reporting as may be reasonably requested by the County and as is consistent with the reporting standards referenced herein.

E. The City and the County agree that representatives of each governing body and administrative staff shall meet jointly no less than once during each calendar year for the purpose of reviewing and discussing this Agreement, the Services being performed hereunder, operational coordination, financial matters, performance standards, and any other issues arising out of or relating to this Agreement. The initial annual joint meeting shall be held on January 15, 2027 or such other date as is mutually agreeable to the Parties. Thereafter, the annual joint meeting shall be held on or about July 15 of each year, or on such other date as may be mutually agreed by the Parties at a mutually agreeable time and location and may be conducted in conjunction with a regularly scheduled meeting of either governing body, provided adequate time is allotted for substantive discussion. The Parties may conduct additional joint meetings as needed to address specific matters.

Section 4. Payment for Services Within the Contractual Service Area.

A. In exchange for the City's provision of Services within the Contractual Service Area for a given year during the Term, the County shall make an annual payment to the City in the amount of Two Million Nine Hundred Thousand Dollars (\$2,900,000.00) ("**Annual Payment**").

B. Notwithstanding Section 4(A), the Annual Payment for the initial year of the Agreement (commencing on the Effective Date and ending June 30, 2027) shall be Two Million Two Hundred Forty-Seven Thousand Five Hundred Dollars (\$2,247,500), payable as follows: (1) Seventy-Two Thousand Five Hundred Dollars (\$72,500), due and payable on July 1, 2026, for the period from the Effective Date through September 30, 2026, during which time the City shall provide Fire Services only to the service areas within the Contractual Service Area served and supported by the Bellinger Hill Fire Station (Station No. 20) and the Mead Road Fire Station (Station No. 34); and (2) Three (3) installments of Seven Hundred Twenty-Five Thousand Dollars (\$725,000) each, due and payable on October 1, 2026, January 1, 2027, and April 1, 2027, representing the balance of the initial Annual Payment, during which time the City shall provide full Services throughout the Contractual Service Area. Thereafter, the County shall pay the Annual Payment in four (4) equal quarterly installments, with each installment equal to one-fourth (1/4) of the applicable Annual Payment (each, a "**Quarterly Payment**"). Quarterly Payments shall be due and payable on or before July 1, October 1, January 1, and April 1 of each fiscal year during the Term. Any Quarterly Payment, including the installment payments due during the initial year

of this Agreement, that is not received within thirty (30) days after its due date shall accrue interest at the rate of five percent (5.0%) per annum until paid.

C. Commencing on July 1, 2027, and continuing on each July 1 thereafter during the Term, the Annual Payment (and the applicable Quarterly Payments) shall automatically increase by a percentage equal to the annual percentage increase, if any, in the consumer price index as published by the South Carolina Revenue and Fiscal Affairs Office for purposes of compliance with Section 6-1-320 of the Code of Laws of South Carolina 1976, as amended ("CPI"). If the average of the CPI is zero or negative, no increase in the Annual Payment is permitted. In no event shall the Annual Payment decrease as a result of any decrease in CPI.

D. The County's debt service millage, which is tax millage levied exclusively to pay debt service for general obligation bonds issued by the County, including bonds issued for the benefit of the County Fire District are not subject to distribution to the City as part of the Annual Payments. Nothing herein shall prohibit the County from issuing general obligation bonds under the provisions of South Carolina law for the benefit of the County Fire District, including the Contractual Service Area.

E. The City shall (i) use the Annual Payments solely for costs associated with the provision of Services under this Agreement, including services provided within the Contractual Service Area and related operational support within the City, and (ii) incorporate the Annual Payments into the annual budget of the City. The Annual Payment and expenditures associated therewith shall be reflected within the City's ordinary financial records and annual audit processes in accordance with generally accepted accounting practices.

F. The County shall make available to the City for inspection, upon reasonable request, and without the necessity of a request for information under the South Carolina Freedom of Information Act, records related to the levy and the collection of all tax millage levied and fees collected, if any, within the Contractual Service Area, which may be reviewed in connection with the annual joint meeting referenced in Section 3(E). Notwithstanding the foregoing, the City may make additional reasonable requests for such information from time to time.

G. For avoidance of doubt, the appropriation of the Annual Payments by County Council and actual payment of each Quarterly Payment by the County to the City hereunder confirms and ratifies all obligations of the Parties under this Agreement.

H. In addition to the Annual Payment, the City will receive all of the "One Percent" monies (as administrated by the South Carolina State Firefighter's Association) attributable to the Contractual Service Area. Such monies must be utilized to cover items permitted under such program. Information regarding receipt and use of such monies may be reviewed in connection with the annual joint meeting referenced in Section 3(E) and the County may make requests for additional information from time to time.

Section 5. Breach and Cure; Remedies.

In the event that either Party believes the other Party is in breach of this Agreement, the non-breaching Party shall provide written notice describing the breach. The receiving Party shall

have thirty (30) days to cure; provided that if the breach cannot be reasonably cured within such period, the receiving Party shall not be in default if it begins the cure within such period and diligently completes the cure within 10 business days of initiation of such cure. Notwithstanding the foregoing, monetary defaults shall be cured only through payment in full of all delinquent amounts, including any applicable interest. In the event of an emergency affecting public health or safety, a Party may take reasonable action without prior notice.

Prior to the initiation of any litigation or other formal legal proceeding arising out of or relating to this Agreement, the Parties shall first attempt in good faith to resolve the dispute through non-binding mediation. Such mediation shall be conducted by a mutually agreed upon mediator, and the costs of mediation shall be shared equally by the Parties. Either Party may initiate mediation by providing written notice to the other Party describing the nature of the dispute.

The Parties acknowledge that uninterrupted Services within the Contractual Service Area are matters affecting public health, safety, and welfare. Failure by the County to timely make two or more Quarterly Payments within any twelve (12) month period shall constitute a material breach of this Agreement. In the event of a continuing monetary default by the County, the Parties shall meet and confer in good faith regarding operational adjustments, reimbursement obligations, funding modifications, transition planning, or other measures necessary to address such default while maintaining continuity of public safety services within the Contractual Service Area. Nothing herein shall obligate the City to continue subsidizing the provision of Services within the Contractual Service Area in the event of a continuing uncured monetary default by the County.

In the event that a Party is in breach of this Agreement, the Parties may avail themselves of any remedy under law or equity to enforce the provisions hereof. No remedy conferred upon or reserved to the Parties under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

If either Party is to employ attorneys or incur reasonable expenses for the enforcement of performance or observance of any provision of this Agreement, the prevailing Party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred.

Section 6. Insurance.

The City shall obtain and continuously maintain, at its sole cost and expense, all insurance coverage reasonably necessary to perform the Services under this Agreement. Such coverage shall include, at a minimum: (i) Commercial General Liability Insurance; (ii) Workers' Compensation Insurance in accordance with applicable law; (iii) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services; and (iv) Property Insurance covering all vehicles, apparatus, equipment, tools, and facilities utilized in the provision of Services under this Agreement to the extent the City has an insurable interest therein, including property owned by the City and property owned by the County and made available to the City pursuant to this Agreement or any related lease, license, or other arrangement for which the City bears responsibility or risk of loss. The Parties acknowledge that the cost of maintaining such

insurance is included within, and is intended to be funded from, the Annual Payment provided under this Agreement. The City shall be solely responsible for the payment of any and all deductibles or self-insured retentions applicable to the insurance policies it is required to maintain hereunder. All insurance required under this Section shall (a) meet or exceed the minimum coverage types and limits required by applicable federal, state, and local laws and regulations, and (b) be issued by insurance carriers duly licensed or otherwise authorized to transact business in the State. Coverage shall remain in full force and effect throughout the term of this Agreement. The County and the County Fire Department shall be named as loss payees, as applicable and to the extent of the County's insurable interest, with respect to claims arising out of or related to the City's performance of the Services under this Agreement. Upon execution of this Agreement, and thereafter upon each renewal or replacement of any required policy, the City shall furnish the County with certificates of insurance (and endorsements, if reasonably requested) evidencing the coverage required by this Section.

Section 7. Facilities, Casualty, Replacement

In connection with the provision of Service under this Agreement, the County shall make available to the City, pursuant to one or more lease agreements, the fire stations and related facilities serving the Contractual Service Area (collectively, the "**Facilities**"). In the event any such Facility is damaged, destroyed, or rendered unusable, in whole or in part, due to fire, storm or other casualty, the County shall, at its sole cost and expense and to the extent reasonably feasible, use good faith and commercially reasonable efforts to provide the City with a suitable temporary facility or facilities sufficient to allow the continued provision of services. The County shall further use commercially reasonable efforts to apply any available insurance proceeds or casualty-related funding toward restoration of the affected facility for operational continuity of services within the Contractual Service Area. The County, in its sole discretion, may elect to repair, restore, or replace such facility, and shall make the facility available to the City once all necessary repair, restoration or replacement are complete. In the event the County elects not to repair, restore, or replace the damaged facility, and the Parties are unable to identify or establish suitable alternative facilities or operational arrangements reasonably sufficient to allow the continued provision of services within the portion of the Contractual Service Area served by such facility, the Parties may mutually agree (i) to reduce the boundaries of the Contractual Service Area to exclude the affected service area while continuing this Agreement as to the remaining portions of the Contractual Service Area, and (ii) to reduce the Annual Payment by a percentage corresponding to the proportion that the excluded service area bears to the total Contractual Service Area immediately preceding such exclusion (as reduced, the "**Modified Annual Payment**"). In the absence of such agreement, the City shall not be deemed in breach of this Agreement for any resulting inability to continue providing services, and either party may terminate this Agreement, in whole or solely with respect to the affected portion of the Contractual Service Area, upon one hundred and eighty (180) days written notice to the other Party. Upon any such partial termination, the City shall have no further obligation to provide services within the affected portion of the Contractual Service Area following the effective date of termination, and the County shall only be obligated to pay the Modified Annual Payment. Any Modified Annual Payment shall still be subject to CPI adjustments as contemplated by Section 4(C) hereof. The Parties further agree to work in good faith to identify alternative Facilities or operational solutions in order to preserve continued fire and emergency services within the remaining portions of the Contractual Service Area to the extent reasonably practicable.

Section 8. ISO Rating, Service Level

The Parties acknowledge the City currently maintains an Insurance Services Office (ISO) Public Protection Classification rating of Class 2 and that the City intends to provide Services within the Contractual Service Area consistent with the City's operational standards, staffing model, deployment practices, and service levels generally applicable throughout the City's fire service system. The Parties further acknowledge that portions of the County Fire District currently maintain a different numerical classification ISO Class 4, and ISO Class 4 shall be the minimum classification maintained by the City within the Contractual Service Area.

In the event the City reasonably determines that County-controlled actions or approvals, including development approvals, land use decisions, infrastructure conditions, growth within the Contractual Service Area, or other County-controlled factors are reasonably likely to adversely affect the City's ability to maintain the level of service contemplated by this Agreement, the City may prepare and deliver to the County a written report identifying the specific measures, timeline, and resources reasonably necessary to address such impacts, including any Additional Funding Request as provided in Section 9. The City shall continue to provide Services in accordance with this Agreement pending consideration of such Additional Funding Request by the County.

Section 9. Future Funding and Capital.

The Parties shall cooperate in good faith to evaluate operational, staffing, infrastructure, equipment (expressly including replacements or upgrades), training, development impacts, and other factors affecting Services within the Contractual Service Area and to identify measures reasonably necessary to support the continued provision of Services under this Agreement (collectively, "**Additional Funding Measures**"). In this regard, (i) the City may submit written requests to the County for consideration of Additional Funding Measures, and (ii) any such request must be supported by a written report prepared by the City, the City's Fire Chief, a professionally qualified fire services consultant, or other qualified professional demonstrating, in good faith, that the requested Additional Funding Measures are reasonably necessary to maintain Services at the levels contemplated by this Agreement, and particularly Section 8 hereof (together, the "**Additional Funding Request**").

The County may, in its sole and absolute discretion but subject to a duty to act in good faith, consider and evaluate any Additional Funding Request based upon factors including, without limitation, operational necessity, public health and safety considerations, regulatory requirements, anticipated growth within the Contractual Service Area, asset condition and remaining useful life, service capacity demands, replacement schedules, availability of funding, and other service-related considerations deemed relevant by the County. Notwithstanding the foregoing, nothing herein shall obligate the County to approve, fund, reimburse, finance, or otherwise provide any Additional Funding Request, and any decision by the County to reject an Additional Funding Request for Additional Funding Measures shall be communicated in writing to the City within a reasonable time period after such request, but in no event later than 30 (thirty) days following the County's receipt of such request. Any County participation in Additional Funding Measures shall be subject

to the County's sole discretion and the availability of appropriated funds, and shall require such approvals and documentation as the County may determine appropriate.

Section 10. Miscellaneous.

A. Nothing in this Agreement shall affect any automatic or mutual aid agreements that may exist now or in the future between the County and the City.

B. Any successor of the County or City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and duties of the County and City hereunder.

C. If, by reason of force majeure, either Party hereto shall be rendered unable, in whole or in part, to carry out its obligations under this Agreement, then, in that event, said Party shall give notice, in writing, to the other Party, within a reasonable time thereafter, giving the full particulars of such force majeure. The obligations of the Party so affected shall thereupon be suspended and such suspension shall continue during the period in which such inability continues; provided, however, that the disabled Party shall endeavor with all reasonable dispatch, to remove or overcome such inability. The term “force majeure” as employed herein shall mean causes beyond the control of the Party claiming force majeure, including, but not limited to, Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or the State of South Carolina, including judicial orders, or any military authority, insurrection, riots, epidemics, landslides, earthquakes, fires, storms, hurricanes, floods, wash-outs, droughts, arrests and restraints of government and people, civil disturbances, explosions, breakage or damage to machinery or pipelines.

D. Notice is duly given hereunder: (i) if by transmission by hand delivery, when delivered; (ii) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (iii) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, or a similar organization, one business day after deposit therewith prepaid; or (iv) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the addressees named below. The applicable contact information in this section may be supplemented from time to time in the event that the applicable addressees change and any such supplements shall be automatically incorporated within this Agreement.

As to the County:

Jasper County
Attn: County Administrator
358 Third Avenue, Suite 306-A
Ridgeland, SC 29936
Email: jiwoniki@jaspercountysc.gov

With an electronic copy to:

Pope Flynn, LLC

Attn: Lawrence E. Flynn III
Email: lflynn@popeflynn.com

As to the City:

City of Hardeeville
Attention: City Manager
205 Main Street
Hardeeville, South Carolina 29927
Email: jgruber@hardeevillesc.gov

With an electronic copy to:

City Attorney
Attn: Prina Maines
Email: pmaines@hardeevillesc.gov

E. This Agreement expresses the complete and final understanding of the Parties in respect thereto and may not be changed in any way except by the instrument on writing signed by both Parties. The failure of either Party to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, or to exercise any option herein provided, shall in no way affect the validity of this Agreement. The exercise by either Party of any of its rights herein shall not preclude or prejudice such Party from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or preceding taken by such Party pursuant to this Agreement.

F. A waiver by either Party hereto of any breach of any provisions of this Agreement shall be limited to such particular instance and shall not operate as a waiver of or be deemed to waive any future breaches of said provisions.

G. This Agreement may be executed in duplicate originals and in several counterparts, and all of which duplicate originals and counterpart originals when taken together shall constitute the Agreement in its entirety.

H. In the event any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank]

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

**JASPER COUNTY,
SOUTH CAROLINA**

[SEAL]

County Administrator

ATTEST:

Clerk to Council
Jasper County

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

**CITY OF HARDEEVILLE,
SOUTH CAROLINA**

[SEAL]

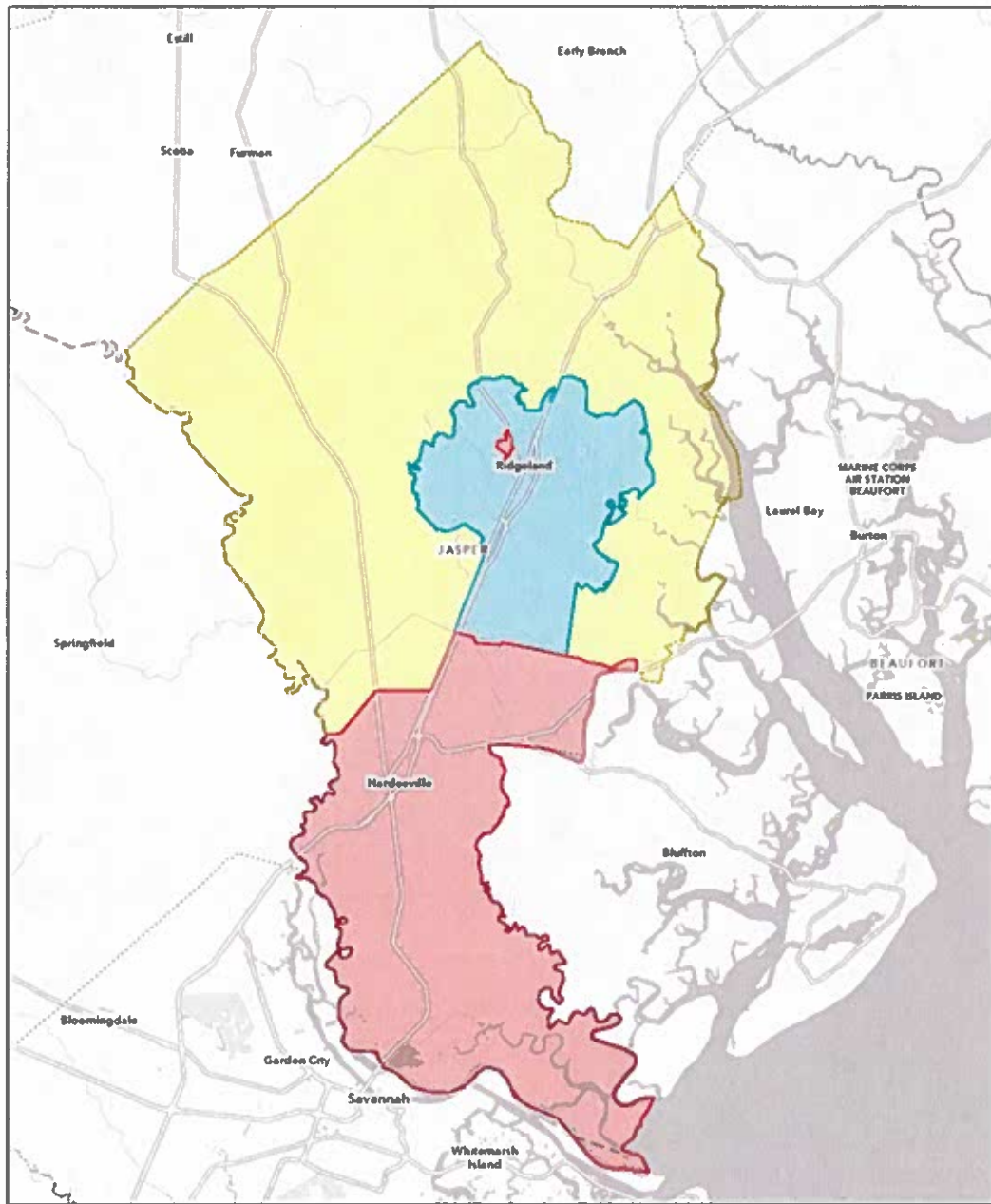
Mayor

ATTEST:

City Clerk
City of Hardeeville

Exhibit A

Contractual Service Area



5/4/2026

- Hardeeville Fire District
- Ridgeland Fire District
- Jasper County Fire District

1:299,900



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS (S)
OpenStreetMap contributors and the GIS User Community
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS (O)
OpenStreetMap contributors and the GIS User Community

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Agreement**”) is made and entered into this 1st day of July 2026 (the “**Effective Date**”), by and between Jasper County, South Carolina (the “**County**”) and City of Hardeeville, South Carolina (the “**City**”).

WITNESSETH:

WHEREAS, County is the fee owner of certain real property being, lying and situated in Jasper County, South Carolina, such real property being identified as follows (together, the “**Premises**”):

Levy Fire Station (Station No. 25)
2721 Levy Road
Hardeeville, South Carolina 29927
TMS No.: 038-00-05-006

Bellinger Hill Fire Station (Station No. 20)
3677 Bellinger Hill Road
Hardeeville, South Carolina 29927
TMS No.: 072-00-01-045

Mead Road Station (Station No. 34)
192 Mead Road
Hardeeville, SC 29927
TMS No.: 067-01-00-039.02

WHEREAS, simultaneously with the execution and delivery of this Agreement, the County and the City have executed and delivered that certain Fire and Emergency Service Agreement by and between the County and the City effective July 1, 2026 (the “**Service Agreement**”), the terms of which authorize the City to provide fire and emergency services (the “**Services**”) within the southern portion of the County Fire District (as defined in the Service Agreement).

WHEREAS, the County desires to lease the Premises to the City upon the terms and conditions as contained herein; and

WHEREAS, City desires to lease the Premises from County on the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of the rent recited to be paid by the City, and other good and valuable consideration, including the provision of the Services under the Service Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Description and Terms.

(a) County does hereby let and lease the Premises to the City, all as more particularly shown on the maps attached at Exhibit A hereto (the “**Leased Premises**”). The Leased Premises shall consist of all property located at the Premises.

(b) The Leased Premises shall be leased by the City for a period conforming to the term of the Service Agreement. Upon any expiration or termination of the Service Agreement, this Agreement shall automatically expire or terminate; provided, however, that the City shall have a period of sixty (60) days following such expiration or termination (the “**Wind-Down Period**”) to vacate the Leased Premises and to remove any personal property, equipment, or other items owned by the City. Any property of the City remaining on the Leased Premises after the expiration of the Wind-Down Period may, at the option of the County, be deemed abandoned. Further, any Reversionary Assets, as such term is used and defined in the Bill of Sale associated with the Leased Premises dated July 1, 2026 (the “**Bill of Sale**”), shall be surrendered and returned to the County in accordance with the terms of the Bill of Sale.

(c) The Parties acknowledge that the City intends to construct and place into operation a future fire station currently referred to as Hardeeville Fire Station 82 (“**FS 82**”), which is intended to serve areas both within the City and within portions of the Contractual Service Area (as defined in the Service Agreement) currently served by the Mead Road Station (Station No. 34) (the “**Meade Road Station**”). Upon the City’s commencement of fire service operations from FS 82, the City will cease fire service operations at the Mead Road Station and relocate City personnel, apparatus, equipment, communications equipment, and other operational property from the Mead Road Station to FS 82 as part of the City’s operational deployment of its fire service system. Effective upon the permanent cessation of fire service operations at the Mead Road Station, the City’s compliance with Section 11 hereof, and the relocation of such operations to FS 82, which shall occur not less than 90 days after the certificate of occupancy is issued for FS 82, the Mead Road Station shall automatically be removed from the Leased Premises without the necessity of any amendment to this Agreement. Thereafter, the County shall have the exclusive and unrestricted right to use, occupy, lease, repurpose, dispose, or otherwise utilize the Mead Road Station property and improvements in its sole discretion. Following the effective date of such removal, the City shall have no further obligations under this Agreement with respect to the Mead Road Station, except for obligations arising prior to the effective date thereof.

2. Rent.

(a) The City, in consideration of the use of the Leased Premises and of the covenants and agreements made herein by the County, agrees to lease the Leased Premises and does hereby promise to pay County, as rental, the sum of ONE DOLLAR (\$1.00) per month. Rent shall be payable on the 1st day of each month, to the address provided in Section 16 below, beginning July 1, 2026. Notwithstanding the foregoing, the

City, subsequent to the appropriation of legally available funds in the applicable fiscal year, may elect to pay an entire year of rent (equal to \$12.00) prior to each July 1 of any year.

(b) Should it become necessary for County to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Leased Premises, the City, subsequent to the appropriation of legally available funds in the applicable fiscal year, agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

3. Condition of Premises. The City accepts the Leased Premises "as-is" and in their present condition. Within 30 days of the Effective Date, the Parties shall jointly complete and execute the "Premises Condition and Inventory Report", the form of which is attached hereto as Exhibit B. The report shall document the general condition of the Leased Premises, fixtures, equipment, furnishings, and other items located therein as of the Effective Date. Exhibit B may be supplemented or updated by mutual written agreement of the Parties from time to time to reflect additions, removals, replacements, or changes in the condition of the Leased Premises or the inventory of property located thereon.

4. Responsibilities of County and City.

(a) The City:

(1) shall be responsible for arranging for and paying for all utility services required on the Premises;

(2) shall abide by all applicable Federal, State, and local building codes;

(3) will, at its sole expense, maintain the Leased Premises and appurtenances in good and sanitary condition during the term of this Agreement, including regularly servicing and promptly making or arranging for ordinary repairs and maintenance to the heating and air conditioning system, plumbing and hot water heater, and other building systems and components; provided however, that the City's obligation under this subsection for such ordinary repairs and maintenance shall not exceed \$10,000 annually. The Parties acknowledge that such obligations are intended to cover routine operational maintenance and minor repairs, and not major capital repairs, replacements, or system-wide improvements;

(4) maintain the grounds and outdoor areas surrounding the Leased Premises as provided in Section 12 hereof;

(5) will maintain adequate insurance on its interest in the Leased Premises and Reversionary Assets at all times;

(6) install and maintain all communication equipment necessary for its operations;

(7) shall forego ownership of any fixtures installed upon the Leased Premises upon the termination of this Agreement; provided, however, that the City shall have the right, during the Wind-Down Period described in Section 1(b), to remove any of its personal property, equipment, and non-permanent improvements installed by the City within the Leased Premises. The City shall repair any damage caused by such removal and shall surrender the Leased Premises to the County in substantially the same condition as existed upon commencement of the applicable lease term, reasonable wear and tear excepted.

(8) shall, at all times, maintain and keep the Leased Premises in a sanitary and habitable condition;

(9) notwithstanding other provisions of this Agreement, shall make no alterations to the buildings or improvements on the Leased Premises or construct any building or make any other improvements on the Leased Premises without the prior written consent of County. Any and all alterations, changes, and/or improvements built, constructed or placed on the Leased Premises by City shall, unless otherwise provided by written agreement between County and City, be and become the property of County and remain on the Leased Premises at the expiration or earlier termination of this Agreement;

(10) shall not conduct or permit any illegal activities on the Leased Premises;

(11) shall be responsible for nonstructural repairs during the term of this Agreement;

(12) shall not commit waste, which is defined to mean permanent injury to lands, buildings, gardens, tree, or other corporeal hereditaments located on the Leased Premises;

(13) shall not be responsible to update or improve items or facilities within the Lease Premises that have been identified by the County as included within the County's capital improvement plan ("CIP") or otherwise planned, budgeted or funded by the County for improvement; and

(14) shall be responsible for routine operational maintenance, service, inspections, and ordinary repairs to the Reversionary Assets during the term of this Agreement; provided, however, that the monetary limitation set forth in Section 4(a)(3) shall not apply to the Reversionary Assets.

(b) The County:

(1) will, at all times, have and maintain adequate fire, extended casualty, and liability coverage insurance on the building which constitutes the Leased Premises;

(2) agrees to maintain the building system and structural components of the building to include the roof, exterior walls, foundation, heating and air conditioning system, plumbing, and hot water heater and shall be responsible for all capital repairs, replacements, and improvements to the Leased Premises in excess of the monetary threshold identified in Section 4(a)(3), as well as those items that are included within the CIP for which funding has been approved in the sole discretion of the County; and

(3) shall deliver possession of the Leased Premises to the City upon the commencement of this Agreement.

5. Non-Liability of County. The City acknowledges that it has accepted possession of the Leased Premises in “as-is” condition as set forth herein. The County shall not be liable for any damage to property or injury to persons occurring on or about the Leased Premises, except to the extent caused by the gross negligence or willful misconduct of the County, its officers, employees, or agents. Nothing contained in this Agreement shall be construed as a waiver of any immunities, limitations of liability, or defenses available to the County or the City under the South Carolina Tort Claims Act (S.C. Code Ann. § 15-78-10, et. seq., and the rights and obligations of the Parties shall be subject to the provisions thereof.

6. Right of Re-entry. City agrees to permit the County or its agents, after first notifying the City, to enter Leased Premises at reasonable hours for the purpose of making inspections, and to also permit the County or its agents to enter the Leased Premises in case of fire, storm or need for emergency repair, in which case no notice shall be required. Provided twenty-four hours notice is given to City, City agrees to allow the County or its agents to show the Leased Premises during daylight hours to prospective purchasers.

7. Assignment or Subletting. City further covenants that City will not assign, sublet or transfer Leased Premises or any part thereof without the County's prior written consent.

8. Condemnation. It is agreed by and between the County and City that if the whole or any part of said Leased Premises shall be taken by a competent authority for any public or quasi-public use or purpose, then and in that event, the term of this Agreement shall cease and terminate when the possession of that part so taken shall be required for such use and purpose. All damages awarded for such taking shall belong to and be property of the County.

9. Eviction. Upon failure of the City to make any payment of rent when it is due, if the Service Agreement expires or terminates, if the City should breach any other

covenants, agreements or conditions herein contained, or if the Leased Premises are abandoned, deserted or vacated, then, at the option of the County, this Agreement shall immediately terminate, without notice or demand to the City, and the County may re-enter and repossess the Leased Premises. If either party brings an action to enforce terms of this Agreement, then the successful party will be entitled to reasonable attorney fees as well as related costs and expenses.

10. Quiet Enjoyment. County agrees and covenants that City shall have peaceful and quiet enjoyment of the Leased Premises for the duration of its occupancy, provided, of course, that the City comply with the covenants, agreements and conditions stated herein.

11. Cleaning Premises Upon Vacating. Upon vacating the Leased Premises, City promises: (a) to pay all rent due in full, (b) to clean the Leased Premises, removing all trash or debris, and (c) return all keys that provide access to the Leased Premises.

12. Yard and Exterior. The City agrees to maintain yard of the Premises by cutting grass, mowing, raking leaves, and the like.

13. Miscellaneous. This Agreement shall be binding upon the parties, their heirs, representatives and assigns. If any part of this Agreement is not fully understood, then competent advice should be sought. Time is of the essence of this Agreement.

14. Pets. No obnoxious or dangerous pets are allowed on premises.

15. Improvements/Renovations. Improvements and renovations on or to the Leased Premises, whether structural or aesthetic, shall be done only with County's written permission. All improvements and renovations constructed by City shall immediately inure to the benefit of County in the event tenancy is terminated. Any repairs, improvements, additions or modifications to the Leased Premises shall be the responsibility of City up to and until tenancy is terminated. Notwithstanding the foregoing, the City's obligations under this Section shall be subject to the limitations set forth in Section 4, including, without limitation, the cost limitations and the allocation of responsibility for capital improvements and CIP-related items.

16. Notice. Notice is duly given hereunder: (i) if by transmission by hand delivery, when delivered; (ii) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage prepaid, via certified or registered mail, with a return receipt requested; (iii) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, or a similar organization, one business day after deposit therewith prepaid; or (iv) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the addressees named below. The applicable contact information in this section may be supplemented from time to time in the event that the applicable addressees change and any such supplements shall be automatically incorporated within this Agreement.

As to the County:

Jasper County
Attn: County Administrator
358 Third Avenue, Suite 306-A
Ridgeland, SC 29936
Email: jiwanicki@jaspercountysc.gov

With an electronic copy to:

Pope Flynn, LLC
Attn: Lawrence E. Flynn III
Email: lflynn@popeflynn.com

As to the City:

City of Hardeeville
Attention: City Manager
205 Main Street
Hardeeville, South Carolina 29927
Email: jgruber@hardeevillesc.gov

With an electronic copy to:

City Attorney
Attn: Prina Maines
Email: pmaines@hardeevillesc.gov

17. Modification. The parties hereby agree that this Agreement contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

19. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of South Carolina.

20. Entire Agreement. The provisions of this Agreement and the exhibits hereto constitute the entire agreement between the County and the City and its terms are enforceable against the same.

IN WITNESS WHEREOF, the County and City have hereunto set their Hands and Seals the day and year first above written.

**JASPER COUNTY,
SOUTH CAROLINA**

[SEAL]

County Administrator

ATTEST:

Clerk to Council
Jasper County

**CITY OF HARDEEVILLE,
SOUTH CAROLINA**

[SEAL]

Mayor

ATTEST:

City Clerk
City of Hardeeville

Exhibit A

Map of Leased Premises

Levy Station (Station No. 25)



Bellinger Station (Station No. 20)



Mead Road Station (Station No.34)



Exhibit B

Premises Condition and Inventory Report

Station

Station Name	
Address	
Date of Inspection	
County Representative	
City Representative	

Building Condition

Component	Condition at Commencement	Notes
Roof		
HVAC		
Plumbing		
Electrical		
Apparatus Bays		
Interior Walls		
Flooring		
Kitchen/Day Room		
Living Room		
Sleeping Quarters		
Bathrooms		
Exterior		
Grounds		
Any additional area (add description)		

Existing Equipment/ Fixtures/ Furnishings

Item	Owned By	Condition	Notes
Generator			
Washer/Dryer			
Radios/Base Equipment			
Appliances			
Furniture			
Tools			

Existing Deficiencies/Deferred Maintenance (may attached additional pages)

Issue	Responsibility	Notes

Photos Attached Yes, or No

County Representative _____

City Representative _____

Date _____

Appendix 1

<u>VEHICLE TYPE</u>	<u>LOCATION</u>	<u>INVENTORY</u>	<u>QUANTITY</u>
2023 Ford F450 Single Cab Build #E4085 VIN# 1FDUF4HT3PED60166			
	Cab Compartments	Flash Lights	2
	Cab Compartments	Hand Sanitizer	2
	Cab Compartments	Small Gloves	1
	Cab Compartments	Medium Gloves	1
	Cab Compartments	Large Gloves	1
	Medic Driver Side Vertical Compartment	O2 Wrench	1
	Medic Driver Side Vertical Compartment	Broom	1
	Medic Driver Side Vertical Compartment	Adult Traction Splint	1
	Medic Driver Side Horizontal Compartment	Stryker Stair Chair	1
	Medic Driver Side Small Compartment	Head Beds	3
	Medic Driver Side Small Compartment	Disposable Straps	3
	Medic Driver Side Small Compartment	Adult C-Collar	3
	Medic Driver Side Small Compartment	Pediatric C-Collar	3
	Medic Rear Compartment	Long Spine Board	1
	Medic Officer Side Front Compartment	Portable Suction Unit	1
	Medic Officer Side Front Compartment	Broselow Bag	1
	Medic Officer Side Front Compartment	Roadside Warning Devices	1
	Medic Officer Side Front Compartment	5 lb Fire Extinguisher	1
	Medic Open Patient Area	Stryker Stretcher	1
	Medic Open Patient Area	Large Sharps Container	1
	Medic Open Patient Area	O2 Regulators	2
	Medic Open Patient Area	Reflective Safety Vest	2
	Medic Open Patient Area	Suction Tubing with Yanker	1
	Medic Open Patient Area	Suction Canister	1
	Medic Open Patient Area	Glucometer	1
	Medic Open Patient Area	Cardiac Monitor with Cradle	1
	Medic Open Patient Area	Trash Can	1

	Medic Open Patient Area	Small Gloves	1
	Medic Open Patient Area	Medium Gloves	1
	Medic Open Patient Area	Large Gloves	1
	Medic Open Patient Area	Thermometer with Probe Mount	1
	Medic Open Patient Area	Emesis Bags in Holder	5
	Medic CPR Seat Compartment	Red Bio Bags	5
	Medic CPR Seat Compartment	Urinal	1
	Medic CPR Seat Compartment	Bed Pan	1
	Medic CPR Seat Compartment	Misc. Cleaning Items	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Bag Valve Mask, Adult	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Bag Valve Mask, Child	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Bag Valve Mask, Infant	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Nasal Cannula, Adult	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Non-Rebreather, Adult	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Nebulizer, Adult	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Nasal Cannula, Pediatric	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	C-PAP	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	40mm OPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	50mm OPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	60mm OPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	70mm OPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	80mm OPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	90mm OPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	12ft NPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	16ft NPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	20ft NPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	24ft NPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	28ft NPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	32ft NPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	36ft NPA	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	8ft Suction	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	10ft Suction	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	12ft Suction Tubing	1

	Medic Cabinet 1 (airway, suction, Meds, Misc.)	16fr Suction Tubing	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Lubricant	4
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Adult Electrodes	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Monitor Paper	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	1cc Syringe	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	3cc Syringe	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	5cc Syringe	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	10cc Syringe	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	20cc Syringe	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	60cc Syringe	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	18ga Transfer Needle	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	23ga Transfer Needle	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	25ga Transfer Needle	2
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Small Sharps Container	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	ETT Placement Detector	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	AirQ3 Size 3	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	AirQ3 Size 4	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	AirQ3 Size 5	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	5.0 ETT	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	5.5 ETT	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	6.0 ETT	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	6.5 ETT	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	7.0 ETT	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	7.5 ETT	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	8.0 ETT	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	8.5 ETT	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	9.0 ETT	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Laryngoscope Handle, Disposable	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Mac Size 3	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Mac Size 4	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Miller Size 3	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Miller Size 4	1
	Medic Cabinet 1 (airway, suction, Meds, Misc.)	Decompression Needle	1

	Medic Corner Shelves	Blanket/Disposable Sheet	3
	Medic Cabinet 2 (Fluid and Safety)	OB Kit	1
	Medic Cabinet 2 (Fluid and Safety)	Hot Pack	1
	Medic Cabinet 2 (Fluid and Safety)	Cold Pack	1
	Medic Cabinet 2 (Fluid and Safety)	Safety Glasses	2
	Medic Cabinet 2 (Fluid and Safety)	Box of Alcohol Prep	1
	Medic Cabinet 2 (Fluid and Safety)	1 Liter Normal Saline	4
	Medic Cabinet 2 (Fluid and Safety)	Extension Set	3
	Medic Cabinet 2 (Fluid and Safety)	10 Drop Set	3
	Medic Cabinet 2 (Fluid and Safety)	IV Pressure Infuser	1
	Medic Cabinet 2 (Fluid and Safety)	Irrigation Fluid	2
	Medic Cabinet 2 (Fluid and Safety)	PPE Kits	1
	Medic Cabinet 2 (Fluid and Safety)	Patient Restraint	1
	Medic Cabinet 2 (Fluid and Safety)	IO Bag	1
	Medic Cabinet 2 (Fluid and Safety)	24ga IV	2
	Medic Cabinet 2 (Fluid and Safety)	22ga IV	2
	Medic Cabinet 2 (Fluid and Safety)	20ga IV	2
	Medic Cabinet 2 (Fluid and Safety)	18ga IV	2
	Medic Cabinet 2 (Fluid and Safety)	16ga IV	2
	Medic Cabinet 2 (Fluid and Safety)	14ga IV	2
	Medic Cabinet 2 (Fluid and Safety)	IV Tourniquet	5
	Medic Cabinet 2 (Fluid and Safety)>IO Bag	15mm IO Needle & Stabilizer	1
	Medic Cabinet 2 (Fluid and Safety)>IO Bag	25mm IO Needle & Stabilizer	1
	Medic Cabinet 2 (Fluid and Safety)>IO Bag	45mm IO Needle & Stabilizer	1
	Medic Cabinet 2 (Fluid and Safety)>IO Bag	IO Drill	1
	Medic Cabinet 3 (Bandaging)	Triage Tags	10
	Medic Cabinet 3 (Bandaging)	1" Tape	1
	Medic Cabinet 3 (Bandaging)	3" Tape	1
	Medic Cabinet 3 (Bandaging)	Trauma Dressing	1
	Medic Cabinet 3 (Bandaging)	Vaseline Gauze	2
	Medic Cabinet 3 (Bandaging)	CAT Tourniquet	2
	Medic Cabinet 3 (Bandaging)	5x9 Bandage	2
	Medic Cabinet 3 (Bandaging)	Kling Bandage	2

	Medic Cabinet 3 (Bandaging)	Triangle Bandage	2
	Medic Cabinet 3 (Bandaging)	SAM Splint	4
	Medic Cabinet 3 (Bandaging)	ACE Bandage Wrap	2
	Medic Cabinet 3 (Bandaging)	Kerlix Bandage Roll	2
	Medic Cabinet 3 (Bandaging)	Adult BP Cuff	1
	Medic Cabinet 3 (Bandaging)	Child BP Cuff	1
	Medic Cabinet 3 (Bandaging)	Infant BP Cuff	1
	Medic Cabinet 3 (Bandaging)	Stethoscope	1
	Medic Cabinet 3 (Bandaging)	Pulse OX	1
	Medic Action Area	Cardiac Monitor with Cradle	1
	Medic Action Area	Wall Mounted Suction	1
	Broselow Bag>Main Compartment	Pediatric Laryngoscope Handle	1
	Broselow Bag>Main Compartment	Pedi Magil Forceps	1
	Broselow Bag>Main Compartment	Child BP Cuff	1
	Broselow Bag>Main Compartment	Infant BP Cuff	1
	Broselow Bag>Main Compartment	Miller Blade 0	1
	Broselow Bag>Main Compartment	Miller Blade 1	1
	Broselow Bag>Main Compartment	Miller Blade 2	1
	Broselow Bag>Main Compartment	MAC Blade 1	1
	Broselow Bag>Main Compartment	MAC Blade 2	1
	Broselow Bag>Main Compartment	Bite Stick	1
	Broselow Bag>Main Compartment	Trauma Shears	1
	Broselow Bag>Main Compartment	Pedi Bougie	1
	Broselow Bag>Main Compartment	Pediatric BVM	1
	Broselow Bag>Main Compartment	Infant BVM	1
	Broselow Bag>Main Compartment	AirQ3 Size 0	1
	Broselow Bag>Main Compartment	AirQ3 Size .5	1
	Broselow Bag>Main Compartment	AirQ3 Size 1	1
	Broselow Bag>Main Compartment	AirQ3 Size 1.5	1
	Broselow Bag>Main Compartment	AirQ3 Size 2	1
	Broselow Bag>Main Compartment	Broselow Tape	1
	Broselow Bag>Main Compartment	OB Kit	1
	Broselow Bag>Main Compartment	Stethoscope	1

	Broselow Bag>Main Compartment	60 Drop Set	2
	Broselow Bag>Main Compartment	Pediatric ETT Holder	1
	Broselow Bag>Main Compartment	Short Arm Board	1
	Broselow Bag>Red Bag	2.5 ETT	1
	Broselow Bag>Red Bag	3.0 ETT	1
	Broselow Bag>Red Bag	50mm OPA	1
	Broselow Bag>Red Bag	22ga IV	1
	Broselow Bag>Red Bag	24ga IV	1
	Broselow Bag>Red Bag	Extension Set	1
	Broselow Bag>Red Bag	Opsite	1
	Broselow Bag>Red Bag	IV Tourniquet	1
	Broselow Bag>Red Bag	1" Tape	1
	Broselow Bag>Red Bag	Normal Saline Flush	1
	Broselow Bag>Red Bag	Lubricant	1
	Broselow Bag>Red Bag	8fr Suction	1
	Broselow Bag>Red Bag	Alcohol Prep	4
	Broselow Bag>Purple Bag	60mm OPA	1
	Broselow Bag>Purple Bag	3.5 ETT	1
	Broselow Bag>Purple Bag	4.0 ETT	1
	Broselow Bag>Purple Bag	20ga IV	1
	Broselow Bag>Purple Bag	22 ga IV	1
	Broselow Bag>Purple Bag	24ga IV	1
	Broselow Bag>Purple Bag	Extension Set	1
	Broselow Bag>Purple Bag	Opsite	1
	Broselow Bag>Purple Bag	IV Tourniquet	1
	Broselow Bag>Purple Bag	1" Tape	1
	Broselow Bag>Purple Bag	Normal Saline Flush	1
	Broselow Bag>Purple Bag	Lubricant	1
	Broselow Bag>Purple Bag	10fr Suction	1
	Broselow Bag>Purple Bag	Alcohol Prep	4
	Broselow Bag>Yellow Bag	60mm OPA	1
	Broselow Bag>Yellow Bag	4.5 ETT	1
	Broselow Bag>Yellow Bag	5.0 ETT	1

	Broselow Bag>Yellow Bag	18ga IV	1
	Broselow Bag>Yellow Bag	20 ga IV	1
	Broselow Bag>Yellow Bag	22ga IV	1
	Broselow Bag>Yellow Bag	Extension Set	1
	Broselow Bag>Yellow Bag	Opsite	1
	Broselow Bag>Yellow Bag	IV Tourniquet	1
	Broselow Bag>Yellow Bag	1" Tape	1
	Broselow Bag>Yellow Bag	Normal Saline Flush	1
	Broselow Bag>Yellow Bag	Lubricant	1
	Broselow Bag>Yellow Bag	10fr Suction	1
	Broselow Bag>Yellow Bag	Alcohol Prep	4
	Broselow Bag>White Bag	60mm OPA	1
	Broselow Bag>White Bag	5.0 ETT	1
	Broselow Bag>White Bag	18ga IV	1
	Broselow Bag>White Bag	20ga IV	1
	Broselow Bag>White Bag	22ga IV	1
	Broselow Bag>White Bag	Extension Set	1
	Broselow Bag>White Bag	Opsite	1
	Broselow Bag>White Bag	IV Tourniquet	1
	Broselow Bag>White Bag	1" Tape	1
	Broselow Bag>White Bag	Normal Saline Flush	1
	Broselow Bag>White Bag	Lubricant	1
	Broselow Bag>White Bag	10fr Suction	1
	Broselow Bag>White Bag	Alcohol Prep	4
	Broselow Bag>Blue Bag	70mm OPA	1
	Broselow Bag>Blue Bag	5.0 ETT	1
	Broselow Bag>Blue Bag	6.0 ETT	1
	Broselow Bag>Blue Bag	18ga IV	1
	Broselow Bag>Blue Bag	20ga IV	1
	Broselow Bag>Blue Bag	Extension Set	1
	Broselow Bag>Blue Bag	Opsite	1
	Broselow Bag>Blue Bag	IV Tourniquet	1
	Broselow Bag>Blue Bag	1" Tape	1

	Broselow Bag>Blue Bag	Normal Saline Flush	1
	Broselow Bag>Blue Bag	Lubricant	1
	Broselow Bag>Blue Bag	10fr Suction	1
	Broselow Bag>Blue Bag	Alcohol Prep	4
	Broselow Bag>Orange Bag	80mm OPA	1
	Broselow Bag>Orange Bag	6.0 ETT	1
	Broselow Bag>Orange Bag	7.0 ETT	1
	Broselow Bag>Orange Bag	18ga IV	1
	Broselow Bag>Orange Bag	20ga IV	1
	Broselow Bag>Orange Bag	Extension Set	1
	Broselow Bag>Orange Bag	Opsite	1
	Broselow Bag>Orange Bag	IV Tourniquet	1
	Broselow Bag>Orange Bag	1" Tape	1
	Broselow Bag>Orange Bag	Normal Saline Flush	1
	Broselow Bag>Orange Bag	Lubricant	1
	Broselow Bag>Orange Bag	10fr Suction	1
	Broselow Bag>Orange Bag	Alcohol Prep	4
	Broselow Bag>Green Bag	80mm OPA	1
	Broselow Bag>Green Bag	6.0 ETT	1
	Broselow Bag>Green Bag	7.0 ETT	1
	Broselow Bag>Green Bag	16ga IV	1
	Broselow Bag>Green Bag	18ga IV	1
	Broselow Bag>Green Bag	20ga IV	1
	Broselow Bag>Green Bag	Extension Set	1
	Broselow Bag>Green Bag	Opsite	1
	Broselow Bag>Green Bag	IV Tourniquet	1
	Broselow Bag>Green Bag	1" Tape	1
	Broselow Bag>Green Bag	Normal Saline Flush	1
	Broselow Bag>Green Bag	Lubricant	1
	Broselow Bag>Green Bag	10fr Suction	1
	Broselow Bag>Green Bag	14fr Suction Tubing	1
	Broselow Bag>Green Bag	Alcohol Prep	4
	Cardiac Monitor	Pediatric Quick Pads	1

	Cardiac Monitor	Adult Quick Pads	1
	Cardiac Monitor	Pedi Pulse	1

2023 KME Pumper Build#11685 VIN#4S9DKEUA4PS559342 (Engine 25)			
	Cab Compartments	Radio Control Head, 800 mhz	1
	Cab Compartments	Forestry Radio	1
	Cab Compartments	Clip Board w/Reports	1
	Cab Compartments	Headsets (Cab Radios)	4
	Cab Compartments	FLIR Tic	1
	Cab Compartments	Handlight	3
	Cab Compartments	SCBA, Complete SCOTT	3
	Cab Compartments	Married Set	2
	Cab Compartments>Glove Box	Emergency Response Guide	1
	Cab Compartments>Glove Box	Insect Repellent	1
	Cab Compartments>Glove Box	Antiseptic Hand Wash	1
	Cab Compartments>Glove Box	Binoculars	1
	Cab Compartment>Under Engineer Seat	Clip Board w/Reports	1
	Cab Compartment>Under Engineer Seat	Traffic Safety Vest	1
	Cab Compartment>Under Officer Seat	Traffic Safety Vest	1
	Inside Cab Roll-Up Compartment>Top Shelf	AED	1
	Inside Cab Roll-Up Compartment>Top Shelf	Portable Suction Unit	1
	Inside Cab Roll-Up Compartment>Top Shelf	Small Gloves	1
	Inside Cab Roll-Up Compartment>Top Shelf	Medium Gloves	1
	Inside Cab Roll-Up Compartment>Top Shelf	Large Gloves	1
	Inside Cab Roll-Up Compartment>Middle Shelf	Rope Bag	1
	Inside Cab Roll-Up Compartment>Middle Shelf	Adult C-Collar	3
	Inside Cab Roll-Up Compartment>Middle Shelf	Pediatric C-Collar	2
	Inside Cab Roll-Up Compartment>Middle Shelf	Head Beds	2
	Inside Cab Roll-Up Compartment>Middle Shelf	Back Board Straps	2
	Inside Cab Roll-Up Compartment>Rope Bag	Life Safety Rope (200ft)	1
	Inside Cab Roll-Up Compartment>Rope Bag	Throwline (100ft)	1
	Inside Cab Roll-Up Compartment>Rope Bag	Anchor Strap	1
	Inside Cab Roll-Up Compartment>Rope Bag	Flat Webbing (25ft)	1

	Inside Cab Roll-Up Compartment>Rope Bag	Anchor Plate	1
	Inside Cab Roll-Up Compartment>Rope Bag	Figure 8 Decender	1
	Inside Cab Roll-Up Compartment>Rope Bag	Rescue Rack	1
	Inside Cab Roll-Up Compartment>Rope Bag	Pulley	2
	Inside Cab Roll-Up Compartment>Rope Bag	Carbiner	5
	Inside Cab Roll-Up Compartment>Rope Bag	Short Prusiks	4
	Inside Cab Roll-Up Compartment>Rope Bag	Long Prusiks	4
	Inside Cab Roll-Up Compartment>Bottom Shelf	Medical Bag	1
	Inside Cab Roll-Up Compartment>Bottom Shelf	FIDO Bag	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	O2 Regulators	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	O2 Wrench	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Non-Rebreather, Adult	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Nasal Cannula, Adult	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Nebulizer, Adult	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Chest Seal	2
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	CAT Tourniquet	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Ring Cutter	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Trauma Shears	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Hot Pack	2
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Cold Pack	2
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Mylar Trauma Blanket	5
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Child BPO Cuff	1

	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Red Bio Bags	3
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Lubricant	5
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment	Triage Tags	10
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>Vitals Bag	Adult BP Cuff	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>Vitals Bag	Littman Stethoscope	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>Vitals Bag	Pen Light	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>Vitals Bag	Pulse OX	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>Vitals Bag	BGL Bag	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>Vitals Bag	Nail Polish Remover	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>Vitals Bag	Bite Stick	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>BGL Bag	Glucometer	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>BGL Bag	Lancets	5
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>BGL Bag	Band-aids	5
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>BGL Bag	Alcohol Prep	5

	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>Medication Bag	Atomizer	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>Medication Bag	Alcohol Prep	5
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>Medication Bag	1cc Syringe	1
	Inside Cab Roll-Up Compartment>Medical Bag>Medical Bag Main Compartment>Medication Bag	25ga Transfer Needle	1
	Inside Cab Roll-Up Compartment>Medical Bag Medical Bag>Top Flap	Trauma Dressing	2
	Inside Cab Roll-Up Compartment>Medical Bag Medical Bag>Top Flap	Burn Sheet	1
	Inside Cab Roll-Up Compartment>Medical Bag Medical Bag>Top Flap	OB Kit	1
	Inside Cab Roll-Up Compartment>Outside Green Pouch>	40mm OPA	1
	Inside Cab Roll-Up Compartment>Outside Green Pouch>	50mm OPA	1
	Inside Cab Roll-Up Compartment>Outside Green Pouch>	60mm OPA	1
	Inside Cab Roll-Up Compartment>Outside Green Pouch>	70mm OPA	1
	Inside Cab Roll-Up Compartment>Outside Green Pouch>	80mm OPA	1
	Inside Cab Roll-Up Compartment>Outside Green Pouch>	90mm OPA	1
	Inside Cab Roll-Up Compartment>Outside Green Pouch>	100mm OPA	1
	Inside Cab Roll-Up Compartment>Outside Green Pouch>	22fr NPA	1
	Inside Cab Roll-Up Compartment>Outside Green Pouch>	24fr NPA	1

	Inside Cab Roll-Up Compartment>Outside Green Pouch>	26fr NPA	1
	Inside Cab Roll-Up Compartment>Outside Green Pouch>	28fr NPA	1
	Inside Cab Roll-Up Compartment>Outside Green Pouch>	30fr NPA	1
	Inside Cab Roll-Up Compartment>Outside Green Pouch>	32fr NPA	1
	Inside Cab Roll-Up Compartment>Outside Blue Pouch>	Pediatric NRB	1
	Inside Cab Roll-Up Compartment>Outside Blue Pouch>	Pediatric NEB	1
	Inside Cab Roll-Up Compartment>Outside Blue Pouch>	Non-Rebreather, Adult	1
	Inside Cab Roll-Up Compartment>Outside Blue Pouch>	Nebulizer, Adult	1
	Inside Cab Roll-Up Compartment>Outside Blue Pouch>	Nasal Cannula, Adult	1
	Inside Cab Roll-Up Compartment>Outside Yellow Pouch>	AirQ3 Size 2	1
	Inside Cab Roll-Up Compartment>Outside Yellow Pouch>	AirQ3 Size 3	1
	Inside Cab Roll-Up Compartment>Outside Yellow Pouch>	AirQ3 Size 4	1
	Inside Cab Roll-Up Compartment>Outside Yellow Pouch>	AirQ3 Size 5	1
	Inside Cab Roll-Up Compartment>Outside Black Pouch>	4x4 Bandage	10
	Inside Cab Roll-Up Compartment>Outside Black Pouch>	5x9 Bandage	5
	Inside Cab Roll-Up Compartment>Outside Black Pouch>	Triangle Bandage	2
	Inside Cab Roll-Up Compartment>Outside Black Pouch>	Kling Bandage	4
	Inside Cab Roll-Up Compartment>Outside Black Pouch>	1" Tape	1

	Inside Cab Roll-Up Compartment>Outside Black Pouch>	2" Tape	1
	Inside Cab Roll-Up Compartment>Outside Large Front Pouch>	Adult Bag Valve Mask	1
	Inside Cab Roll-Up Compartment>Outside Large Front Pouch>	Child BVM	1
	Inside Cab Roll-Up Compartment>Outside Large Front Pouch>	Infant BVM	1
	Attached Exterior of Cab	New York Hook	1
	Engineer Panel	Blue 1.75" Hose (50ft) w/Blue Nozzle	4
	Engineer Panel	White 1.75" Hose (50ft) w/White Nozzle	4
	Engineer Panel	Red 2.5" Hose (50ft) with Red SmoothBore	4
	Engineer Panel	TFT Intake	1
	Engineer Panel	5" Pony Section (25ft)	1
	Engineer Compartment>Top Shelf	Inverter	1
	Engineer Compartment>Top Shelf	ICS Board	1
	Engineer Compartment>Top Shelf	Scene Tape	1
	Engineer Compartment>Top Shelf	Rubber Mallet	1
	Engineer Compartment>Top Shelf	Tire Pressure Guage	1
	Engineer Compartment>Top Shelf	Air Chucks	1
	Engineer Compartment>Top Shelf	2.5" Female to 1.5" Male Reducer	3
	Engineer Compartment>Top Shelf	2.5" Female to 2.5" Female	2
	Engineer Compartment>Top Shelf	2.5" Male to 2.5" Male	2
	Engineer Compartment>Top Shelf	1.5" Female to 1" Male	1
	Engineer Compartment>Top Shelf	2.5" Female to .75" Male w/.75" Y Valve	1
	Engineer Compartment>Top Shelf	2.5" Female to 1" Male	1
	Engineer Compartment>Top Shelf	Air Hose	1
	Engineer Compartment>Top Shelf	2.5" Female to 1.5 Gated Y	1
	Engineer Compartment>Top Shelf	Traffic Wands	2
	Engineer Compartment>Top Shelf>Back Wall Mount Top	Elevator Keys	1

	Engineer Compartment>Top Shelf>Back Wall Mount Top	Engine Key Fob	1
	Engineer Compartment>Top Shelf>Back Wall Mount Top	K Tool	1
	Engineer Compartment>Top Shelf>Back Wall Mount Top	Sprinkler Stop Valve	1
	Engineer Compartment>Top Shelf>Back Wall Mount Top>	Quick Connect Set	2
	Engineer Compartment>Top Shelf>Back Wall Mount Top	LDH Wrench	4
	Engineer Compartment>Top Shelf>Back Wall Mount Top	Spanner Wrench	2
	Engineer Compartment>Top Shelf>Back Wall Mount Top	Hydrant Wrench	1
	Engineer Compartment>Top Shelf>Back Wall Mount Top	Handlight	1
	Engineer Compartment>Top Shelf>Back Wall Mount Top	2.5" Female to 2.5" Male Gate Valve	2
	Engineer Compartment> Middle Shelf	4.5" Female to 2.5" Female	2
	Engineer Compartment> Middle Shelf	5" Storz to 4.5" Female	1
	Engineer Compartment> Middle Shelf	5" Storz to 6" Female	2
	Engineer Compartment> Middle Shelf	1.5" Female to 1.5" Male Foam Eductor	1
	Engineer Compartment> Middle Shelf	Foam Pro Fill Hose	1
	Engineer Compartment> Middle Shelf	Foam Nozzle	1
	Engineer Compartment> Middle Shelf>Back Wall Mount Middle>	Booster Reel Manual Handle	1
	Engineer Compartment> Bottom Shelf	Low Level Strainer	1
	Engineer Compartment> Bottom Shelf	Collapsible Traffic Cones	5
	Engineer Compartment> Bottom Shelf	Hazmat Foam Plug	1
	Engineer Side Middle Compartment	Dewalt Blower	1
	Engineer Side Middle Compartment>Front Side Swing Mount	Bolt Cutters	1
	Engineer Side Middle Compartment>Front Side Swing Mount	4' Pike Pole	1

	Engineer Side Middle Compartment>Back Side Swing Mount	Flat Head Axe	1
	Engineer Side Middle Compartment>Back Side Swing Mount	Pick Head Axe	1
	Engineer Side Middle Compartment>Back Side Swing Mount	Halligan Tool	1
	Engineer Side Middle Compartment>Top Shelf	Vehicle Lock Out Kit	1
	Engineer Side Middle Compartment>Back Wall Mount	1.5" Piercing Nozzle	1
	Engineer Side Middle Compartment>Back Wall Mount	Utility Broom	1
	Engineer Side Middle Compartment>Back Wall Mount	Utility Rope 20'	1
	Engineer Side Wheel Well Compartment Front	SCBA, Complete SCOTT	1
	Engineer Side Wheel Well Compartment Rear	SCBA Cylinders	2
	Hose Bed	2.5" Orange Pre Connect Blitz (50ft)	5
	Hose Bed	5" Supply Hose (100ft)	10
	Hose Bed	2.5" Yellow Supply Hose (50 ft)	5
	Hose Bed	2.5" Green Pre Connect w/Black SmoothBore (50 ft)	5
	Rear Roll Up Compartment> Top Shelf	Hydrant Bag	1
	Rear Roll Up Compartment> Top Shelf>>	Blitz Gun	1
	Rear Roll Up Compartment> Top Shelf	Hose Clamp	1
	Rear Roll Up Compartment> Top Shelf	Hose Jacket	1
	Rear Roll Up Compartment> Top Shelf> Hydrant Bag	5" Storz Gated Y to 2.5" Male	1
	Rear Roll Up Compartment> Top Shelf> Hydrant Bag	2.5" Female to 2.5" Female	2
	Rear Roll Up Compartment> Top Shelf> Hydrant Bag	2.5" Female to 2.5" Male Gate Valve	2
	Rear Roll Up Compartment> Top Shelf> Hydrant Bag	Hydrant Wrench	1
	Rear Roll Up Compartment> Top Shelf> Hydrant Bag	LDH Wrench	4

	Rear Roll Up Compartment> Top Shelf> Hydrant Bag	Spanner Wrench	2
	Rear Roll Up Compartment> Top Shelf> Hydrant Bag	5" Storz to 4.5" Female	1
	Rear Roll Up Compartment> Bottom Shelf	1" Booster Reel (200ft) w/Nozzle	1
	Rear Roll Up Compartment> Bottom Shelf	1" Forestry Hose (200ft)	1
	Engineer Side Rear Compartment> Top Shelf	Stand Pipe Bag	1
	Engineer Side Rear Compartment> Top Shelf	Search Rope Bag	1
	Engineer Side Rear Compartment> Top Shelf	Blue Salvage Covers	4
	Engineer Side Rear Compartment> Top Shelf> Standpipe Bag	2.5" Female to 1.5" Standpipe Y	1
	Engineer Side Rear Compartment> Top Shelf> Standpipe Bag	Spanner Wrench	2
	Engineer Side Rear Compartment> Top Shelf> Standpipe Bag	2.5" Female to 2.5" Female	1
	Engineer Side Rear Compartment> Middle Shelf>	RJT Pack	1
	Engineer Side Rear Compartment> Middle Shelf	Red Salvage Cover	1
	Engineer Side Rear Compartment> Middle Shelf> Back Wall Mount	Halligan Tool	1
	Engineer Side Rear Compartment> Bottom Shelf	PPV Fan	1
	Engineer Side Rear Compartment> Bottom Shelf	Indian Pack	1
	Engineer Side Rear Compartment> Bottom Shelf	Tool Kit	1
	Engineer Side Rear Compartment> Bottom Shelf	Water Cooler w/Iced Water	1
	Rear Top Left Compartment	10' Hard Suction	2
	Rear Top Right Compartment> Top Shelf	Attic Ladder	1
	Rear Top Right Compartment> Top Shelf	6' Pike Pole	1
	Rear Top Right Compartment> Top Shelf	10' Pike Pole	1
	Rear Top Right Compartment> Bottom Shelf	Roof Ladder	1
	Rear Top Right Compartment> Bottom Shelf	Extension Ladder	1
	Rear Top Right Compartment> Bottom Shelf	Long Spine Board	1
	Officer Side Rear Compartment> Top Shelf	Tripod Scene Light	1
	Officer Side Rear Compartment> Top Shelf	Dewalt Battery	1

	Officer Side Rear Compartment> Top Shelf> Back Wall Mount	4 Port Dewalt Charging Bank	1
	Officer Side Rear Compartment> Top Shelf> Back Wall Mount	Dewalt Battery	4
	Officer Side Rear Compartment>Middle Shelf	Dewalt Rotary Saw	1
	Officer Side Rear Compartment>Middle Shelf	Dewalt Chain Saw	1
	Officer Side Rear Compartment>Middle Shelf	Chain Saw Chaps	1
	Officer Side Rear Compartment>Middle Shelf	Dewalt Drill w/Battery	1
	Officer Side Rear Compartment>Middle Shelf	Carbide Rotary Blade	1
	Officer Side Rear Compartment>Middle Shelf	Reciprocating Saw Blade Kit	1
	Officer Side Rear Compartment>Middle Shelf	Dewalt Battery	2
	Officer Side Rear Compartment>Middle Shelf	Chainsaw Bar Oil	1
	Officer Side Rear Compartment>Middle Shelf> Back Wall Mount Middle	Reciprocating Saw	1
	Officer Side Rear Compartment>Middle Shelf> Back Wall Mount Middle	Dewalt Portable Flood Lights	1
	Officer Side Rear Compartment>Middle Shelf> Back Wall Mount Middle	Dewalt Battery	1
	Officer Side Rear Compartment>Bottom Shelf	Paratech Struts	1
	Officer Side Rear Compartment>Bottom Shelf	Paratech Struts	1
	Officer Side Rear Compartment>Bottom Shelf	J-Hooks/Frame Keys	2
	Officer Side Middle Compartment> Top Shelf	100ft High Rise Pack w/Green Nozzle	1
	Officer Side Middle Compartment>Bottom Shelf	100ft High Rise Pack w/Green Nozzle	1
	Officer Side Wheel Well Compartment Rear	SCBA Cylinders	2
	Officer Side Wheel Well Compartment Rear	ABC Extinguisher	1
	Officer Side Wheel Well Compartment Front	Pressurized Water Can	1
	Officer Side Front Compartment> Top Shelf	AMKUS Cutter	1
	Officer Side Front Compartment> Top Shelf	AMKUS Spreader	1
	Officer Side Front Compartment> Top Shelf	AMKUS Spreader Extension Tips	2
	Officer Side Front Compartment> Top Shelf	AMKUS Ram	1
	Officer Side Front Compartment> Top Shelf	Dewalt Battery	3
	Officer Side Front Compartment> Top Shelf	4" Yellow HD Ratchet Straps	4

	Officer Side Front Compartment> Top Shelf> Back Wall Mount Top	Glass Master	1
	Officer Side Front Compartment> Bottom Shelf	Step Cribbing	6
	Officer Side Front Compartment> Bottom Shelf	Cribbing Bag	1
	Officer Side Front Compartment> Bottom Shelf	Yellow Tarp for Extrication Tools	1
	Officer Side Front Compartment> Bottom Shelf> Cribbing Bag	Step Cribbing	2
	Officer Side Front Compartment> Bottom Shelf> Cribbing Bag	Cribbing Wedge	6
	Officer Side Front Compartment> Bottom Shelf> Cribbing Bag	Cribbing Rectangle Block	6
	Officer Side Front Compartment> Bottom Shelf> Cribbing Bag	Cribbing Square Block	3
	Officer Side Front Compartment> Bottom Shelf> Cribbing Bag	Cribbing Air Bag Block	1
	Officer Side Front Compartment> Bottom Shelf> Cribbing Bag	Cribbing Wheel Chock Set	1
	Right Pump Panel	TFT Intake	1
	Right Pump Panel	5" Pony Section (25ft)	1
	Right Pump Panel	LDH Wrench	4
	Right Pump Panel	Spanner Wrench	2
	Right Pump Panel	Hydrant Wrench	1
	Right Pump Panel	Cab Tilt Controls	1
	Front Bumper Compartment	1.75" Brown Hose (50ft) w/Brown Nozzle	2
	Front Bumper Compartment	3" Yellow Supply Hose (50ft)	1
	Coffin Compartment	A/B Foam 5 Gallon Containers	3
	Coffin Compartment	Barrel Strainer	1
	Coffin Compartment	Deck Gun w/1 3/8", 1 1/2", 1 3/4", 2: Smooth Bore Tips w 2.5" to 2.5"	1
	Coffin Compartment	Gate Valve	
	Coffin Compartment	Flat Head Shovel	1
	Coffin Compartment	Spade Shovel	1
	Coffin Compartment	Personal Floatation Device (Blue)	3
	Coffin Compartment	Personal Floatation Device (Red)	3

	Coffin Compartment	Brush Flap	1
	Coffin Compartment	Brush Rake	2
	Coffin Compartment	Oil Dry	2
	Coffin Compartment	Decon Bucket	2

2007 ALF Tanker VIN# 1FVACYDJ27HY63489			
	CAB		Radio Control Head, 800 mhz
	Engineer Side Transverse		1.75" Cross Lay (200ft)
	Engineer Side Transverse		Spanner Wrench
	Engineer Side Transverse		Hydrant Wrench
	Engineer Side Roll-Up Compartment		Flash Lights
	Engineer Side Roll-Up Compartment		Quick Connect Set
	Engineer Side Roll-Up Compartment		2.5" Female to 1.5" Male Reducer
	Engineer Side Roll-Up Compartment		2.5" Female to 2.5" Female
	Engineer Side Roll-Up Compartment		2.5" Female to 2.5" Male Gate Valve
	Engineer Side Roll-Up Compartment		Spanner Wrench
	Engineer Side Roll-Up Compartment		2.5" Elbow w/Cap
	Engineer Side Roll-Up Compartment		1.5" Brass Nozzle
	Engineer Side Roll-Up Compartment		2.5" Plug
	Engineer Side Roll-Up Compartment		Akron 1" Nozzle
	Engineer Side Roll-Up Compartment		Akron 2.5" Fog Nozzle
	Engineer Side Roll-Up Compartment		Barrel Strainer
	Engineer Side Roll-Up Compartment		Low Level Strainer
	Engineer Side Roll-Up Compartment		Rubber Mallet
	Engineer Side Roll-Up Compartment		LDH Hose Roller
	Engineer Side of Apparatus		Drop Tank
	Engineer Side Rear Compartment		Traffic Cones
	Engineer Side Rear Compartment		Wheel Chocks
	Rear Bumper		Water Chute
	Officer Side Roll Up Compartment		ABC Extinguisher
	Officer Side Roll Up Compartment		Pressurized Water Can
	Officer Side Roll Up Compartment		1" Forestry Hose
	Officer Side Roll Up Compartment		SCBA, Complete SCOTT
	Officer Side of Apparatus		10' Hard Suction
	Officer Side of Rear Compartment		Wheel Chocks
	Officer Side of Rear Compartment		Red Tarp
	Officer Side of Rear Compartment		Scene Tape

2003 LaFrance Engineer Type 1			
CAB Compartment	CAB Compartment	Binoculars	
CAB Compartment	CAB Compartment	ICS status Board	
CAB Compartment	CAB Compartment	Knox Box Key:1107610	
CAB Compartment	CAB Compartment	Knox Box Wrench: 112189	
CAB Compartment	CAB Compartment	Jasper Co. Fire Rescue Fuel Card	
CAB Compartment	CAB Compartment	Jasper Co./Beaufort Co./Hampton Map Books	
CAB Compartment	CAB Compartment	Traffic Vests	5
CAB Compartment	CAB Compartment	12V Rechargeable Handlight	2
CAB Compartment	CAB Compartment	SCBA Harness – SBA0019, SBA0029, SBA 0023	
CAB Compartment	CAB Compartment	SBA Cylinders – CL0245, CL0329, CL0421	
CAB Compartment	CAB Compartment	Personal Flotation Device	2
CAB Compartment	CAB Compartment	Antiseptic Hand Wash	
CAB Compartment	CAB Compartment	Air Hose	
CAB Compartment	CAB Compartment	Toxirae3 CO Monitor: LEMPG0011	
CAB Compartment	CAB Compartment	Gas Monitor: FR0285	
CAB Compartment	CAB Compartment	Can of Insect Repellent	
CAB Compartment	CAB Compartment	Radio Control Head, 800 mhz	
CAB Compartment	CAB Compartment	Portable Radio, 800 mhz	
Top Exterior Compartment	Top Exterior Compartment	Decon Bucket	
Top Exterior Compartment	Top Exterior Compartment	Brush Flap	
Top Exterior Compartment	Top Exterior Compartment	Deck Gun w/stack tips 1 3/8" to 2" tip	
Top Exterior Compartment	Top Exterior Compartment	Square Edge Shovel	
Top Exterior Compartment	Top Exterior Compartment	Brush Rake	
Top Exterior Compartment	Top Exterior Compartment	6" Low Level Strainer	
Top Exterior Compartment	Top Exterior Compartment	Spade Shovel	
Top Exterior Compartment	Top Exterior Compartment	Hard Suction w/ 6" Female to 4.5" Female HSH Reducer	

	Top Exterior Compartment	6" F to 5" Storz	
	Top Exterior Compartment	Piston Valve Intake	
	Top Exterior Compartment	#3 Discharge w/Quick Connect Coupling Set	
	Top Exterior Compartment	#4 Discharge – 4: to 5: LDH/Elbow	
	Right Front Compartment	Medical Bag w/Contents	
	Right Front Compartment	Pediatric Cervical Collar	2
	Right Front Compartment	Disposable Head Block	2
	Right Front Compartment	Rit Pack - CLO 388	
	Right Front Compartment	Thermal Imager and Charger – 42146	
	Right Middle Compartment	Pressurized Water Extinguisher	
	Right Middle Compartment	Dry Chemical Extinguisher	
	Right Middle Compartment	Extrication Struts w/Hooks – FR0606 and FR 0613	2
	Right Middle Compartment	Yellow Extrication Tarp	
	Right Middle Compartment	Reciprocating Saw w/Battery	
	Right Middle Compartment	SCBA Cylinders – CL 0278 and CL 0307	
	Right Rear Compartment	Hydraulic Cutters – S/N 97115919	
	Right Rear Compartment	Hydraulic Spreaders – S/N09100073	
	Right Rear Compartment	Hydraulic Ram-S/N FR0520	
	Right Rear Compartment	Hydraulic Pump – S/N 97010173	
	Right Rear Compartment	Step Cribbing	2
	Right Rear Compartment	Box Cribbing	
	Right Rear Compartment	Hydraulic Hose (Red)	
	Right Rear Compartment	Hydraulic Hose (Blue)	
	Rear Top Compartment	10' Attic Ladder – FR 0435	
	Rear Top Compartment	24' Extension Ladder – FR 0401	
	Rear Top Compartment	14' Roof Ladder – FR 0480	

	Rear Roll-up Compartment	Positive Pressure Fan – FR0592	
	Rear Roll-up Compartment	Hydrant Bag w/ 2 1/2" Gate Valve	
	Rear Roll-up Compartment	Hydrant Wrench	
	Rear Roll-up Compartment	5" to 4 1/2" Storz Connection	
	Rear Roll-up Compartment	2 1/2" Double Female	
	Rear Top Left Compartment	100' High Rise Pack w/Fog Nozzle	
	Rear Top Left Compartment	6' Pike Pole	
	Rear Top Left Compartment	10' Pike Pole	
	Engineer Panel	1 3/4" Speed Lay w/Fog Nozzle	
	Engineer Panel	1 3/4" Speed Lay w/Fog Nozzle	
	Engineer Panel	#1 Discharge w/quick connect	
	Engineer Panel	#3 Discharge w/2 1/2" to 1 1/2" Reducer	
	Hose Bed	5" Supply Hose (800')	
	Hose Bed	3" Hose w/Mercury Monitor (200')	
	Hose Bed	3" Hose w/Gated Y (200')	
	Hose Bed	Long Spineboard	
	Left Rear Compartment	2 cycle oil	1
	Left Rear Compartment	Gas Fuel Can	1
	Left Rear Compartment	Mixed Fuel Can	1
	Left Rear Compartment	Chainsaw	
	Left Rear Compartment	Chainsaw Chaps	
	Left Rear Compartment	Dewalt Rotary Saw w/Battery and Metal Blade	
	Left Rear Compartment	Traffic Cones	5
	Left Rear Compartment	AR-AFFF 5-gallon containers	3
	Left Rear Compartment	Blue or Gray Salvage Covers	2
	Left Rear Compartment	Portable Light w/Battery	2
	Left Rear Compartment	Dewalt Battery w/Spare Batteries	4
	Left Middle Compartment	1 1/2" Piercing Nozzle	
	Left Middle Compartment	Halligan Bar	

	Left Middle Compartment	K-Tool	
	Left Middle Compartment	Bolt Cutters	
	Left Middle Compartment	4' Pike Pole	
	Left Middle Compartment	Square Head Axe	
	Left Middle Compartment	Hose Clamp	
	Left Middle Compartment	SCBA Cylinders – CL 0307 and CL 0286	
	Left Forward Compartment	Radio Head, 800 mhz	
	Left Forward Compartment	Scene Tape	
	Left Forward Compartment	3" Hose (50')	
	Left Forward Compartment	1 3/4" Hose (50')	
	Left Forward Compartment	Utility Rope 20"	
	Left Forward Compartment	5" to 4 1/2" Storz Connection	
	Left Forward Compartment	Hose Repair Jacket	
	Left Forward Compartment	Male Quick Connect	
	Left Forward Compartment	2 1/2" to 1 1/2" Foam Eductor	
	Left Forward Compartment	2 1/2" Double Female	
	Left Forward Compartment	2 1/2" Double Male	
	Left Forward Compartment	LDH Wrench	4
	Left Forward Compartment	Spanner Wrench Set	

AGENDA
ITEM #9B



Jasper County Clerk of Court

Post Office Box 248 • Ridgeland, South Carolina 29936

Phone: (843) 726-7710 • Fax: (843) 726-7711

R. Keith Horton
Clerk of Court

Jasper County Council,

The Clerk of Court is requesting approval for the purchase of two (2) X-ray bag scanners to enhance safety and security in the courthouse and the administration building.

Public county offices and the county courthouse are high-traffic environments, and this equipment allows security to quickly and efficiently detect prohibited or dangerous items while maintaining smooth daily operations. It helps protect our staff, judiciary, law enforcement, and the public.

This recommendation comes from courthouse security professionals and aligns with what has already become standard in many counties similar to ours.

To fund this, I am recommending we move prior years' Title IV-D unit cost funds into a **Clerk of Court line item**. This will allow us to make this purchase and address future security needs without increasing taxes on our citizens.

This is a proactive investment in safety, using existing resources responsibly.

Thank you for your consideration.

Robert K. Horton, Clerk of Court

A SAFER COURTHOUSE: IMPLEMENTING BAG SCANNER TECHNOLOGY

Jasper County Clerk of Court



IMPORTANCE OF BAG SCANNERS

- Enhances overall courthouse security for staff, visitors, and law enforcement
- Detects weapons, contraband, and other prohibited items before entry
 - Helps prevent potential threats and dangerous incidents
- Supports deputies by reducing reliance on manual bag searches
 - Speeds up and organizes the screening process at entrances
- Maintains a safe environment for sensitive and high-risk court proceedings
 - Increases public confidence in courthouse safety and operations
- Ensures compliance with standard security protocols and best practices

OPTION 1: SECURITY PRO USA

5333 DVS AUTOCLEAR X-RAY SCANNER (160KV)

INCLUDES	APPLICATIONS
Archiving/Storage to USB	Passenger, Staff, and Visitor Checkpoint inspection
Built-In Training	Corporate, Government and Private Security
AutoNet Imaging / Touch Pad Operation	Critical Infrastructure Security

5333DVS X-RAY INSPECTION

Explosives, Weapons and Ammunition



Autoclear

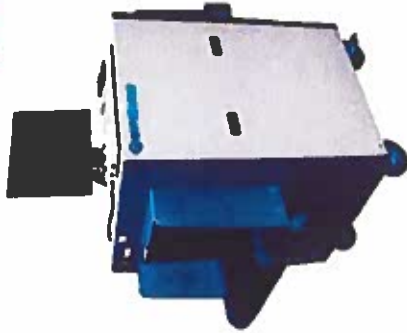


Image not shown for security

Designed for screening and search items for weapons, explosives, drugs and other contraband the single source 5333DVS X-ray inspection system is the industry's complete, dual-beam screening and paired items with in-pipe, in-line, backscatter, scatter, and metal and more, the compact 5333DVS is a great choice for small and medium sized facilities. The system's high profile bottom up geometry design means smaller footprint for each detector and large on screen

- > Rapid, accurate full mailbox and long term items
- > Fits in elevators, cars, rail and airport
- > Patented guided conveyor belt system with a light out
- > Built on the industry's most stable and fully operable system
- > In a generator box in level to choose from per box for details

- APPLICATIONS**
- > Explosives and weapons
 - > Chemicals
 - > Currency, Government and Postal Items
 - > Cell Identification Security
 - > Mail Screening

Description	Qty	Unit	Cost	Total
Model 5333DVS AutoClear X-Ray Scanner (150Kv) including 1 year (12) Touch Pad (optional) Available Alert Image Archiving Storage w/ USB, Back-Up, Image, Auto-Scan, Missed Item Program, 1 min Turn Roller Bed, 3' (x4) Image Training and Installation, Create + Height	1		19,700.00	19,700.00
Condy, Peter				
Direct Phone: 310-475-7780 Ext 109				
Fax: 310-475-7895				
www.securety.com				
DRUNO 616670248, Federal Tax ID: 95-4308568				
CAGE: 3R0M21311281691 P/N V04				
Small Business GSA Contract #GS-07-045771				
Sales Tax			0.00	0.00
Total				\$19,700.00

OPTION 2: PROTECTIVE TECHNOLOGIES INTERNATIONAL

4535DVS AUTOCLEAR X-RAY SCANNER (90KV)

INCLUDES	APPLICATIONS
Archiving/Storage to USB	Mail Screening
AutomatAlert (Threat Identification Program)	Executive Offices
Linux OS (Touch Pad Operation)	Private, Diplomatic, High-risk Event Security



Protective Technologies International
 3450 Triumph Blvd. #102
 Lehi, Utah 84043 USA
 8012809997
 sales@pt-world.com
 www.pt-world.com

Quote

ADDRESS
 Robert Horton
 Jasper County

SHIP TO
 Robert Horton
 Jasper County

QUOTE # 250629-21
 DATE 10/14/2025

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
AutoClear 4535	Model 4535DVS AutoClear X-ray Scanner (90Kv) including: • Linux OS (Touch Pad Operation) • AutomAlert (Threat Identification Program) • Image Archiving/Storage (USB) • User Management	1	15,875.00	15,875.00
Shipping		1	2,500.00	2,500.00
Other Install & Training	Shipping and Training	1	3,500.00	3,500.00

TOTAL **\$21,875.00**

PAYMENT TERMS (USD)

- 50% due upon estimate approval and invoice
- Balance due prior to shipping (typically 3-6 weeks)

PLEASE READ ATTACHED TERMS AND CONDITIONS!

*Approval of this quote digitally, verbally, or by email implies you have read and agree to the attached terms and conditions.

4535DVS X-RAY INSPECTION



RAY DETECTION



Lighter and smaller than our best-selling AutoClear 4535 (DVS) (4535A), the speed, power and precision capability of our 7" aperture energy machine also has come through from our reputation with airports, border, law enforcement, customs and more. The 4535DVS uses our ProImage software of high-tech, software, as it allows operator to take advantage of high visibility and precision through the use of precision.

- APPLICATIONS
- Airports
 - Law Enforcement
 - Border Security
 - Customs
 - Precursor Detection
 - High Visibility
 - Precision



Protective Technologies International
 3450 Triumph Blvd, #102
 Lehi, Utah 84043 USA
 8012809997
 sales@pti-world.com
 www.pti-world.com

Quote

ADDRESS

Robert Horton
 Jasper County

SHIP TO

Robert Horton
 Jasper County

QUOTE # 250929-21

DATE 10/14/2025

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Autoclear 4535	Model 4535DVS AutoClear X-ray Scanner (90Kv) Including: - Linux OS (Touch Pad Operation) - AutomatAlert (Threat Identification Program) - Image Archiving/Storage (USB) - User Management	1	15,875.00	15,875.00
Shipping	Shipping	1	2,500.00	2,500.00
Other Install & Training	Installation and Training	1	3,500.00	3,500.00

PAYMENT TERMS (USD)

- 50% due upon estimate approval and invoice
- Balance due prior to shipping (typically 3-6 weeks)

TOTAL

\$21,875.00

**PLEASE READ ATTACHED TERMS AND
CONDITIONS!**

*Approval of this quote digitally, verbally, or by email implies you have read and agree to the attached terms and conditions.

Accepted By

Accepted Date

Thank You for Your Business

4535DVS X-RAY INSPECTION

Explosives, Weapons and Contraband



SINGLE SOURCE, MULTI-ENERGY

X-RAY INSPECTION



Lighter and shorter than our best-selling full-size scanner, the 4535DVS packs all the speed, power and detection capability of our flagship multi-energy models into a sub-compact design. Sized for inspecting mail, hand carried objects, personal items, clothing and shoes, the 4535DVS meets the throughput demands of high-traffic settings. An intuitive operator interface makes this unit suitable for both security professionals and non-technical personnel.

- > The performance and features of larger, heavier systems in a compact cabinet design
- > Fits through narrow doorways and in standard elevators
- > Easy to use operator interface
- > Full suite of image enhancement tools

APPLICATIONS:

- > Mall Screening
- > Executive Offices
- > Private Security
- > VIP and Diplomatic Security
- > High-risk Event Security

4535DVS SPECIFICATIONS

PHYSICAL DETAILS

Tunnel Size:	273 x 35.0 cm 18.5 x 13.8 in. (W x H)
Overall Dimensions:	85.5 x 66.4 x 107.5 cm 33.7 x 26.2 x 42.3 in. (L x W x H)
Weight:	273 kg (602 lbs.) uncrated 315 kg (694 lbs.) crated
Construction:	Robust heavy gauge, epoxy-painted, steel frame construction. Stainless steel and aluminum trim and accessories. Non-marking casters.
Temperature:	Operating: 0° to 40° C (32° to 104° F) Storage: -20° C to 60° C (-4° to 140° F)
Humidity:	20%-95%, non-condensing
System Power:	115/230 VAC +/- 10% 60/50 Hz 0.7 kVA max

X-RAY GENERATOR

X-ray Tube Head:	Self-contained with sealed oil bath cooling
High Voltage Rating:	100 kV, operating at 90 kV
Duty Cycle:	100%
Beam Orientation:	Diagonal (80° beam divergence)
Dose per Exam:	<0.1mR; <i>May be higher or lower due to differing combinations of kV level & X-ray beam configuration</i>
Radiation Leakage:	<0.5mR/hr (<5.0µSv/hr); <0.1mR/hr (<1.0µSv/hr) available

INSPECTION CAPABILITIES

Material (steel) Penetration:	10 mm guaranteed (11 mm typical)
Contrast Sensitivity:	Over 2 million color tones standard
Resolution (wire):	38 mm guaranteed (40 AWG typical)
Processing:	At least: 32-bit adaptive image processing with minimum 2 Gbytes+ memory; 2.2 GHz+ dual core processor; video processing using next generation graphical processing unit architecture with 550MHz+ GPU clock, 512Mbyte+ video memory and 32+ stream processing cores
Conveyor Speed:	24.0 cm (9.4 in.) per second 14.6 m (48 ft.) per minute
Pulling Weight:	150 kg (331 lbs.)
Film Safety:	Guaranteed for high-speed film up to ISO 1600 (33 DIN)

DETECTORS

High-speed, ultra-sensitive photodiode detector array; L-shaped for 100% package screening

VIDEO

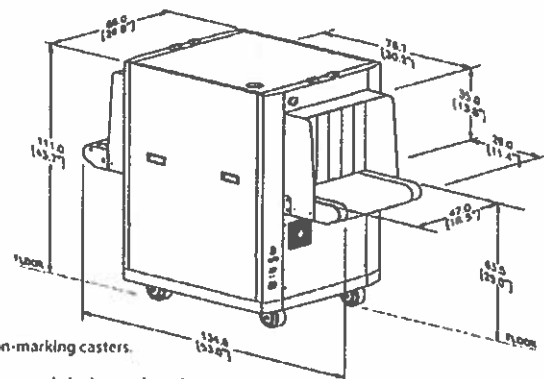
19" Color LCD monitor, 1280 x 1024 video card

STANDARD FEATURES

- autoCal
- autoDensAlert
- autoImage recall (10 images)
- autoOutline
- autoScale
- autoSensing
- autoSoft (LINUX) operating system
- autoTracking guided conveyor belt
- 128x Smart Zoom
- Adjustable zoom preview window
- Color; reverse B/W imaging
- Dark and light enhance
- Entrance tunnel extension
- Exit tunnel extension
- Full-sized operator control panel (OCP) with touchpad navigation
- High/Low Density and Stripping
- Interactive help screens
- Organic / Inorganic
- RealClear
- Real-Time Diagnostics
- Save screen to USB

OPTIONS

- autoArchive
- autoShieldAlert
- autoZ display
- Built-in training
- CE/CSA/US safety/EMC certification
- Console desk
- Conveyor extensions
- Dual monitors
- DVD drive
- Exit tunnel extension
- Footpad
- Image archiving (500K)
- Image export in BMP & JPG
- Item counter
- kV, mA meter
- Larger monitors (1920x1080 res.)
- Laser printer
- Loading or exit rollerbeds
- Locking metal OCP cover
- Locking monitor garage
- Monitor platform
- Networking:
 - autoNet Live View
 - Remote Diagnostics
 - Remote Image Review
 - Remote Management
- Optical X-ray on/off sensor
- Parcel slide
- Power conditioner or UPS
- Remote operation
- Sharp Scroll
- Tropical humidity kit
- User management
- Variable height OCP mount
- X-ray image viewer software



Note: Non-marking casters.

Dimensions are in inches and centimeters.



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info@autoclear.com

HEALTH & SAFETY

Compliant with US FDA, Chapter 1: Department of Health and Human Services, Subchapter J: Radiological Health, Performance Standards for Ionizing Radiation Emitting Products, 21 CFR 1020.40 Cabinet X-ray Systems

ISO 9001:2015 REGISTERED

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50040017 - Spec. Sheet: 4535DVS - initial - 09/16/2019



Security Pro USA

310-475-7780
 www.securityprousa.com
 8543 Venice Blvd
 Los Angeles, CA 90034

Quote

Date	Quote #
10/14/2025	2250

Name / Address
Jasper County Clerk of Court Robert Horton 8434769570 rkhorton@jaspercountysc.gov

Rep	Project
CP.	

Description	Qty	U/M	Cost	Total
Model 5333DVS AutoClear X-Ray Scanner (160Kv) Including: Linux OS (Touch Pad Operation), AutoMat Alert, Image Archiving/Storage to USB, Built-In Traing, AutoNet 1, Image Management Program	1		19,706.00	19,706.00
Entry/Exit Roller Beds 3' (set)	1		1,300.00	1,300.00
Onsite Training and Installation	1		1,550.00	1,550.00
Crate + Freight	1		1,700.00	1,700.00
Cindy Perez Direct Phone: 310-475-7780 Ext. 109 Fax: 310-475-7065 cp@securityprousa.com www.securityprousa.com DUNS# 616679049, Federal Tax ID: 95-4308568 CAGE: 3R0M2 UEI: E2RHG9EPXAQ5 Small Business/GSA Contract #GS-07F-0577T Sales Tax			0.00%	0.00
Total				\$24,256.00

Export warning : This product may be subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.). Violations of these export laws are subject to severe criminal penalties. US export controls and may fall under ITAR or BIS regulations. It is the buyer

5333DVS X-RAY INSPECTION

Explosives, Weapons and Contraband



SINGLE SOURCE, MULTI-ENERGY

X-RAY INSPECTION



Shown with optional tunnel extensions

Designed for screening mid-sized items for weapons, explosives, drugs and other contraband, the single-source, multi-energy 5333DVS X-ray inspection system is fast and easy to operate. Ideal for screening hand carried items such as purses, briefcases, backpacks, strollers, small parcels and more, the compact 5333DVS is a great choice for small and limited spaces. The system's low profile, bottom-up generator design makes smaller items appear much sharper and larger on-screen.

- > Rapidly images full mailbags and long or tall items
- > Fits in elevators, narrow halls and tight spaces
- > Patented guided conveyor belt never needs adjusting
- > Built on the industry's most stable and flexible operating system
- > Two generator power levels to choose from (see back for details)

APPLICATIONS:

- > Passenger, Staff and Visitor Checkpoint Inspection
- > Corporate, Government and Private Security
- > Critical Infrastructure Security
- > Mail Screening

5333DVS SPECIFICATIONS

PHYSICAL DETAILS

Tunnel Size:	53.0 x 33.1 cm 20.8 x 13.0 in. (W x H)
Overall Dimensions:	133.2 x 74.0 x 112.2 cm 52.4 x 29.1 x 44.3 in. (L x W x H)
Weight:	100 kV: 275 kg (606 lbs.) Net weight 328 kg (723 lbs.) Shipping weight 160 kV: 333 kg (734 lbs.) Net weight 380 kg (838 lbs.) Shipping weight
Construction:	Robust heavy gauge, epoxy-painted, steel frame construction. Stainless steel and aluminum trim and accessories. Non-marking casters.
Temperature:	Operating: 0° to 40° C (32° to 104° F) Storage: -20° C to 60° C (-4° to 140° F)
Humidity:	20%-95%, non-condensing
System Power:	115/230 VAC +/- 10% 60/50 Hz 0.7 kVA max

X-RAY GENERATOR

X-ray Tube Head:	Self-contained with sealed oil bath cooling
High Voltage Rating:	100 kV, operating at 90 kV (standard) or 160 kV, operating at 140 kV (optional)
Duty Cycle:	100%
Beam Orientation:	Diagonal (80° beam divergence)
Dose per Exam:	<0.1mR; <i>May be higher or lower due to differing combinations of kV level & X-ray beam configuration</i>
Radiation Leakage:	<0.5mR/hr (<5.0µSv/hr); <0.1mR/hr (<1.0µSv/hr) available

INSPECTION CAPABILITIES

Material (steel) Penetration:	10 mm guaranteed (11 mm typical) with 100kV 28 mm guaranteed (29 mm typical) with 160 kV
Contrast Sensitivity:	Over 2 million color tones standard
Resolution (wire):	38 mm guaranteed (40 AWG typical)
Conveyor Speed:	24.0 cm (9.4 in.) per second 14.6 m (48 ft.) per minute
Pulling Weight:	160 kg (352 lbs.)
Film Safety:	Guaranteed for high-speed film up to ISO 1600 (33 DIN)

DETECTORS

High-speed, ultra-sensitive photodiode detector array;
L-shaped for 100% package screening

VIDEO

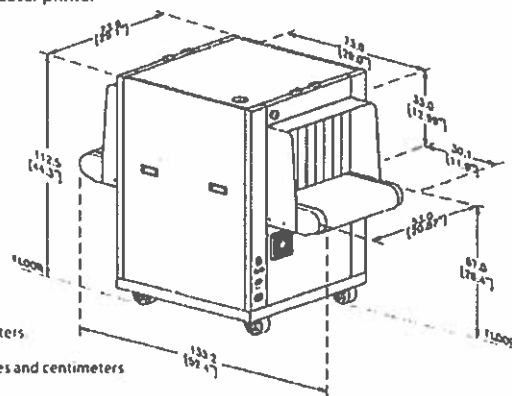
19" Color LCD monitor, 1280 x 1024 video card

STANDARD FEATURES

- autoCal
- autoDensAlert
- autoImage recall (10 images)
- autoOutline
- autoScale
- autoSensing
- autoSoft (LINUX) operating system
- autoTracking guided conveyor belt
- 128x Smart Zoom
- Adjustable zoom preview window
- Color; reverse B/W imaging
- Dark and light enhance
- D-SCAN with 160 kV only
- Entrance tunnel extension
- Exit tunnel extension
- Full-sized operator control panel (OCP) with touchpad navigation
- High/Low Density and Stripping
- Interactive help screens
- Organic / Inorganic
- RealClear
- Real-Time Diagnostics
- Reversible conveyor direction
- Save screen to USB
- Z-SCAN with 160 kV only

OPTIONS

- autoColor+ with 160 kV only
- autoMatAlert
- autoShieldAlert
- autoZ display
- 160 kV generator, operating at 140 kV
- Built-in training
- CE/CSA/US safety/EMC certification
- Console desk
- Conveyor Extensions
- Dual monitors
- DVD drive
- Footpad
- Image archiving (500K)
- Image export in BMP & JPG
- Item counter
- kV, mA meter
- Larger monitors (at least: 24", HD flicker-free LCD; 1920x1080 res.)
- Laser printer
- Loading or exit 18" parcel slide
- Loading or exit rollerbeds
- Locking metal OCP cover
- Locking monitor garage
- Monitor platform
- Networking:
 - autoNet Live View
 - Remote Diagnostics
 - Remote Image Review
 - Remote Management
- Optical X-ray on/off sensor
- Sharp Scroll
- Threat Image Projection (TIP)
- Tropical humidity kit
- Tunnel extensions
- Uninterruptible power supply
- User management
- Variable height OCP mount
- X-ray image viewer software



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HEALTH & SAFETY

Compliant with US FDA, Chapter I, Department of Health and Human Services, Subchapter J, Radiological Health, Performance Standards for Ionizing Radiation Emitting Products, 21 CFR 1020.42 Cabinet X-ray Systems
ISO 9001-2015 REGISTERED

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50240016 Spec Sheet 5333DVS Rev C 10/09/2020

www.autoclear.com

info@autoclear.com

AGENDA

ITEM #9C

No information for this item was provided in time for the delivery of the agenda e-packet

Item to be posted at a later time as an addendum to the agenda e-packet.

AGENDA
ITEM #9D

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

Ordinance O-2026-19

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING TWO MILLION DOLLARS (\$2,000,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF JASPER COUNTY, SOUTH CAROLINA IN ONE OR MORE SERIES, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Date: July 6, 2026

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BE IT ORDAINED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA, AS FOLLOWS:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

The County Council of Jasper County (the “*County Council*”), the governing body of Jasper County, South Carolina (the “*County*”), hereby finds and determines:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “*Constitution*”), provides that counties may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law, subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (the “*Debt Limit*”).

(c) Pursuant to Title 4, Chapter 15 (the “*County Bond Act*”) of the Code of Laws of South Carolina 1976, as amended (the “*South Carolina Code*”), the governing body of any county of the State may issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding such county’s applicable Debt Limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds, an election be held that results favorably thereto. Title 11, Chapter 27 of the South Carolina Code provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, Section 14 of the Constitution, then in every such instance, no election need be held and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) Based on a certificate of the County Auditor dated May 18, 2026, the assessed value of all taxable property in the County as of May 18, 2026 is \$381,881,775. Eight percent of such sum, constituting the County’s Debt Limit, is \$30,550,542.

(f) Pursuant to a novation effective July 1, 2026, the County’s previously outstanding General Obligation Bond (Cherry Point Fire Protection District), Series 2023, was novated in favor of the County’s \$_____ Fire Protection Service General Obligation Bond (Jasper County Rural Fire Protection District), Series 2026 (the “*2026 Bond*”).¹

(g) The 2026 Bond was issued by the County on behalf of the Jasper County Rural Fire Protection District, a special tax district created by the County under Title 4, Chapter 19 of the

¹ Final principal installment due on April 13, 2053.

South Carolina Code and Ordinance No. O-2026-17, and does not count against the Debt Limit.² Accordingly, the County may incur \$30,550,542 of general obligation debt within the Debt Limit.³

(h) On the basis of the foregoing, the County Council has determined it is in the best interest of the County to authorize and provide for the issuance and sale of not exceeding \$2,000,000 of general obligation bonds (the “**Bonds**”) for the purpose of raising funds: (i) to defray the costs of (a) renovating, improving and equipping various government facilities and buildings, (b) constructing, renovating, and improving various County boat landings, (c) constructing, renovating, improving and equipping various County recreation facilities; and (d) acquisition of real properties for future County facilities (collectively, the “**Project**”); and (ii) to pay the costs of issuance of the Bonds.

(i) Pursuant to the provisions of Section 4-9-130 of the South Carolina Code, a public hearing, after giving notice in substantially the form attached hereto as Exhibit A, was conducted prior to the third and final reading of this Ordinance by the County Council.

* * *

² Article X, Section 14(7)(b) of the Constitution provides that general obligation debt incurred pursuant to and within the limitations of Article X, Section 12 of the Constitution shall not be considered in determining the Debt Limit.

³ The County, subject to a successful referendum held on November 5, 2024, recently approved and authorized a new transportation sales tax. As part of the proceedings to approve the transportation sales tax, County voters additionally authorized not exceeding \$150,000,000 in general obligation bonds to defray the cost of various transportation projects. No bonds have been issued under this authorization, but if they are issued in the future, such bonds will not count against the Debt Limit.

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

As used in this Ordinance, unless context otherwise requires, the following terms shall have the following respective meanings.

“**Authorized Investments**” means and includes any securities which, at the time of determination, are legal investments for political subdivisions in the State as provided in the South Carolina Code.

“**Authorized Officer**” means the Chairman or the County Administrator; either of whom may act individually as the Authorized Officer or on behalf of the Authorized Officers.

“**BAN**” means any of the bond anticipation notes issued hereunder and pursuant to the BAN Act.

“**BAN Act**” means Title 11, Chapter 17 of the South Carolina Code.

“**Bond**” or “**Bonds**” has the meaning given to such term in Section 1.01, which includes any of the Bonds of the County authorized by this Ordinance, and, where context dictates, Bonds of a Series issued hereunder.

“**Bond Counsel**” means Pope Flynn, LLC, or any successor firm, or an attorney or firm of attorneys of recognized standing in the field of law relating to municipal, state and public agency financing.

“**Bondholder**”; “**Holder**”; “**Holder of Bonds**”; “**Owner**”; “**Registered Owner**” or similar term means, when used with respect to Bonds or a Bond, any person who shall be registered as the owner of any Bonds Outstanding.

“**Bond Payment**” means the periodic payment of Principal Installments of or interest on the Bonds, or both.

“**Bond Payment Date**” means, as for any Series of Bonds issued hereunder, the date or dates when a Bond Payment is payable.

“**Chairman**” means the Chairman of County Council, or in his absence or unavailability, the Vice Chairman of County Council.

“**Clerk to County Council**” means the Clerk to the County Council.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

“Continuing Disclosure Undertaking” means an undertaking executed by an Authorized Officer and delivered at or prior to the closing of a Series of Bonds that is intended to meet the requirements of Rule 15c2-12, and as such undertaking may be from time to time amended in accordance with the terms thereof.

“Corporate Trust Office” when used with respect to any Paying Agent or Registrar, means the office of the Paying Agent or Registrar at which corporate trust business related to the Bonds shall be administered. In the event the County Treasurer serves as Paying Agent and Registrar, applicable references to the Corporate Trust Office shall mean the offices of the County Treasurer.

“County” means Jasper County, South Carolina.

“County Administrator” means the County Administrator of the County (including any interim County Administrator), or in his absence or unavailability, an interim County Administrator or Deputy County Administrator of the County.

“County Auditor” means the person holding the office of County Auditor of the County, and any person authorized to act on behalf of such office.

“County Council” means the County Council of the County.

“County Treasurer” means the person holding the office of Treasurer of the County, and any person authorized to act on behalf of such office.

“Direct Placement Purchaser” means a Purchaser of a Series of Bonds pursuant to Section 4.02(1) hereof.

“DTC” means The Depository Trust Company, New York, New York.

“Enabling Act” means Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; the County Bond Act; and Title 11, Chapter 27 of the South Carolina Code.

“Escrow Agent” means a financial institution appointed by an Authorized Officer of the County to hold funds for the purpose of defeasing all or a portion of the Bonds in accordance with Article VIII of this Ordinance.

“Fiduciary” means any financial institution appointed by the County to serve as Paying Agent or Registrar, and its successors and assigns.

“Government Obligations” means (i) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America are pledged; (ii) obligations, the payment of the principal (if any), or the interest (if any) on which is fully guaranteed as a full faith and credit obligation of the United States of America; (iii) non-callable, U.S. Treasury Securities – State and Local Government Series Securities; and (iv) AAA-rated general obligation bonds (based upon a rating issued by at least one nationally recognized credit

rating organization) of the State, its institutions, agencies, school districts and political subdivisions.

“Governmental Unit” means a state or local governmental unit within the meaning of Section 141(b) of the Code.

“Nongovernmental Person” means any Person other than a Governmental Unit.

“Official Notice of Sale” has the meaning given such term in Article IV hereof.

“Original Issue Date” shall mean the date of delivery of the applicable Series of Bonds.

“Other Indicia of Satisfaction” means the delivery of a certificate to the Paying Agent by a Sole Holder in connection with a final payment of all Outstanding Principal Installments of a Series of Bonds certifying that (i) such payment represents the final payment due on such Series of Bonds, and (ii) the County owes no further obligation to the Registered Owner respecting such Series of Bonds. Such certificate may also make provision for the Sole Holder to indemnify the County in connection with the failure to surrender such Bonds.

“Outstanding” when used in this Ordinance, with respect to the Bonds, means as of any date, all Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

- (1) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (2) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 8.01 hereof; and
- (3) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Article III hereof.

“Paying Agent” means any bank, trust company or national banking association which is authorized to pay the Principal Installments of or interest on any Series of Bonds and has the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The entity named as Paying Agent may also act as Registrar. Notwithstanding the above definition of Paying Agent, if a Series of Bonds is not delivered in book-entry form, the County Treasurer may be the Paying Agent for such Bonds.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Placement Agent” has the meaning given to such term in Section 11.02 hereof.

“Principal Installment” means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

“**Project**” has the meaning given such term in Section 1.01 hereof.

“**Purchaser**” means a purchaser of the applicable Series of Bonds.

“**Record Date**” means the fifteenth day of the month immediately preceding a month in which there is a Bond Payment Date.

“**Redemption Price**” when used with respect to a Bond or portion thereof to be redeemed, means the principal amount of such Bonds or such portion thereof plus the applicable premium, if any, and accrued interest, as applicable, payable upon redemption thereof pursuant to this Ordinance.

“**Registrar**” means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who, from time to time, shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent. Notwithstanding the above definition of Registrar, if the Bonds are not delivered in book-entry form, the Registrar may be the County, acting through the County Treasurer, as determined by an Authorized Officer.

“**Registry Books**” means the books of the County to be kept at the Corporate Trust Office of the Registrar for the registration and transfer of the Bonds.

“**Rule 15c2-12**” means Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

“**Securities Depository**” means, initially, DTC, or any other recognized securities depository selected by the County, which securities depository maintains a book-entry system in respect of the Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“**Securities Depository Nominee**” means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Registrar the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system. If DTC is the initial Securities Depository, Cede & Co. shall serve as the initial Securities Depository Nominee hereunder. In all other cases, the Securities Depository Nominee shall be the entity designated as such under the rules of the Securities Depository.

“**Series**” or “**Series of Bonds**” means Bonds issued hereunder as a single issue; i.e., sold and closed on the same dates with a common bond caption and Series designation.

“**Sole Holder**” means the Holder of a Series of Bonds when such Bonds shall be physically delivered as a single Bond to a single Holder purchasing an entire Series of Bonds.

“South Carolina Code” means the Code of Laws of South Carolina 1976, as amended.

“State” means the State of South Carolina.

“Summary Notice of Sale” has the meaning given such term in Article IV hereof.

“Taxable Bonds” means any Bonds that have been designated as taxable under the Code by an Authorized Officer pursuant to Article V of this Ordinance.

Section 2.02 Construction.

In this Ordinance, unless context otherwise requires:

- (1) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.
- (2) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before the date of enactment of this Ordinance.
- (3) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.
- (4) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.
- (5) Exhibits to this Ordinance constitute an integral part of this Ordinance.
- (6) Three asterisks mark the end of each Article.

* * *

ARTICLE III

THE BONDS

Section 3.01 Ordering the Issuance of Bonds.

Pursuant to the provisions of the Enabling Act, an Authorized Officer is hereby ordered and directed to cause the issuance of Bonds in order to provide funds: (i) to defray the costs of the Project; and (ii) to pay the costs of issuance thereof. The Bonds may be issued in a single Series, or from time to time in multiple Series as determined by an Authorized Officer. The Bonds may, in addition to the title “Jasper County, South Carolina, General Obligation Bond[s],” bear a numerical or alphanumeric Series designation as may be necessary to distinguish them from the Bonds of every other Series, or other general obligation bonds of the County, and shall designate the year in which the Series is issued. Any Series of Bonds issued as Taxable Bonds shall bear an appropriate designation so as to distinguish its tax status.

Section 3.02 Maturity Schedule.

Each Series of Bonds shall mature on the dates and in the principal amounts as determined by an Authorized Officer, upon the advice of the Placement Agent and Bond Counsel, provided that the first maturing principal of a Series of Bonds shall mature not later than five years from the date of issue thereof and the aggregate principal amount of the Bonds issued hereunder shall not exceed \$2,000,000. No Bonds shall mature more than 10 years from their date of delivery.

Section 3.03 Date of Bonds; Interest Rates.

Bonds shall be authenticated on such dates as they shall, in each case, be delivered. Bonds shall bear interest, at the rates per annum determined in accordance with Section 3.15 hereof (on the basis of a 360-day year of twelve 30-day months), from the Bond Payment Date to which interest has been paid next preceding the authentication date thereof, unless the authentication date is a Bond Payment Date, in which case from such authentication date, or if authenticated prior to the initial Bond Payment Date for Bonds of that Series, then from the Original Issue Date of that Series.

Section 3.04 Medium of Payment; Bond Payments, Form and Denomination.

(a) The Principal Installments of, Redemption Price, if any, and interest on all Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) Payment of the Principal Installment or Redemption Price of Bonds shall be payable at the Corporate Trust Office of the Paying Agent upon presentation and surrender for cancellation of such Bonds on or after the maturity date or earlier redemption date, except as set forth at Section 3.04(d) below. Payment of interest on Bonds shall be made by check or draft mailed from the Corporate Trust Office of the Paying Agent to the Person in whose name the Bonds are registered at the close of business on the Record Date; provided, however, that any Registered Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request, in writing at least 20 days prior to the applicable Record Date delivered to the Paying Agent, that Bond Payments be made by

wire transfer to such Registered Owner at an account maintained by a financial institution located in the continental United States which bank is a member of the Federal Reserve System as specified in such request.

(c) The Bonds shall be issued in fully registered form. The Bonds shall be issued in denominations of \$1,000 or any whole multiple thereof, not exceeding the principal amount of the Bonds maturing in such year, except as set forth below. Each Series of Bonds shall be numbered from R-1 upwards in such fashion as to maintain a proper record thereof.

(d) Notwithstanding the foregoing provisions of this Section 3.04, in the event that a Sole Holder is the Registered Owner of a Series of Bonds, the denomination of such Series of Bonds may be the principal amount of such Series, and presentment of such Series of Bonds for payment shall not be required, except for the payment of the final Principal Installment of such Series of Bonds, unless otherwise mutually agreed by the County and the Registered Owner of such Series of Bonds, and upon the delivery of Other Indicia of Satisfaction or similar by the Registered Owner. At the option of the Sole Holder, and upon agreement by the Paying Agent, Bond Payments may be made by wire transfer to such Sole Holder at an account maintained by a financial institution located in the continental United States specified in a request made not less than 20 days prior to the applicable Record Date, or such shorter period as may be acceptable to the Paying Agent.

Section 3.05 Agreement to Maintain Registrar and Paying Agent.

(a) As long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent which shall, subject to Section 3.05(b), be a financial institution maintaining Corporate Trust Offices where: (i) Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the County in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. A financial institution so designated by an Authorized Officer may act as both Registrar and Paying Agent. The single institution so chosen shall exercise both the functions of the Registrar and the Paying Agent.

(b) If any Series of Bonds is not issued in book-entry form, the County acting through the County Treasurer may serve as the Registrar and Paying Agent for such Series of Bonds and may fulfill all functions of the Registrar and Paying Agent enumerated herein. The County acting through the County Treasurer may also serve as Registrar and Paying Agent should the Bonds initially be held in a book-entry system and such system is subsequently discontinued.

Section 3.06 Execution and Authentication.

(a) The Bonds shall be executed in the name of and on behalf of the County by the manual or facsimile signature of the Chairman or the County Administrator, attested by the manual or facsimile signature of the Clerk to County Council, with the seal of the County impressed, imprinted, or reproduced thereon. Bonds bearing the signature of any Person who shall have been an Authorized Officer at the time the Bonds were so executed shall bind the County notwithstanding the fact that he may have ceased to be such Chairman, County Administrator or Clerk to County Council prior to the authentication and delivery of the Bonds or was not such Chairman, County Administrator or Clerk to County Council at the date of authentication and delivery of the Bonds.

(b) No Bond shall be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth in the applicable form of the Bond attached hereto as Exhibit B.

Section 3.07 Exchange of Bonds.

Each Bond, upon surrender thereof at the Corporate Trust Office of the Registrar along with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney, may, at the option of the Registered Owner thereof, be exchanged for a new Bond of the same Series, interest rate, and maturity. So long as such Bond remains Outstanding, the County shall make all necessary provisions to permit the exchange of the Bond at the Corporate Trust Office of the Registrar. Such new Bonds shall reflect the principal amount thereof as then yet unpaid.

Section 3.08 Transferability and Registry.

Each Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Ordinance and in such Bond. So long as such Bond remains Outstanding, the Registrar shall maintain and keep the Registry Books, and, upon presentation thereof for such purpose at such Corporate Trust Office, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bonds remain Outstanding, the County shall make all necessary provisions to permit the transfer of such Bonds at the Corporate Trust Office of the Registrar.

Section 3.09 Transfer of Bonds.

The Bonds shall be transferable only upon the Registry Books, which shall be kept for such purpose at the Corporate Trust Office of the Registrar and maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Registered Owner of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Upon surrender for transfer of Bonds, the County shall execute, authenticate, and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity

and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.10 Regulations with Respect to Exchanges and Transfers.

Bonds, if surrendered in any exchange or transfer, shall forthwith be cancelled by the Registrar. For each such transfer of the Bonds, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, which sum or sums shall be paid by the Registered Owner requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. The County shall not be obligated to issue or transfer the Bonds (i) during the period between a Record Date and the next following Bond Payment Date, or (ii) following a call for redemption of Bonds.

Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If a Bond is mutilated and thereafter surrendered to the County or if the County receives evidence to its satisfaction of the destruction, loss or theft of a Bond and there is delivered to the County such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a *bona fide* purchaser, the County shall execute, and the Registrar shall authenticate and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost, or stolen Bond, a new Bond of like tenor and principal amount, bearing a number unlike that of the mutilated, lost, or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered. In case the mutilated, destroyed, lost or stolen Bond has become or is to become due and payable within one month, the County in its discretion may, instead of issuing a new Bond, pay the Bond.

(b) Upon the issuance of any new Bond under this Section 3.11, the County may require the payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County connected therewith.

(c) Each new Bond issued pursuant to this Section 3.11 in lieu of any destroyed, lost, or stolen Bond shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost, or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof. Each Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost, or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond or securities.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

Section 3.12 Holder as Owner of Bond.

The County, the Registrar and the Paying Agent may treat the Registered Owner of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of

receiving payment of, or on account of, the Principal Installment of and interest on the Bonds and for all other purposes, and payment of the Principal Installment and interest shall be made only to, or upon the order of, such Registered Owner. All payments to such Registered Owner shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

Section 3.13 Cancellation of Bonds.

The Registrar shall destroy Bonds upon surrender of the same to it for cancellation and shall deliver a certificate to that effect to the County. No such Bonds shall be deemed Outstanding under this Ordinance and no Bonds shall be issued in lieu thereof.

Section 3.14 Payments Due Saturdays, Sundays, and Holidays.

In any case where the Bond Payment Date or redemption shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or Principal Installment or Redemption Price of the Bonds need not be made on such date but shall be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date or redemption date, and no interest shall accrue for the period from such Bond Payment Date or redemption date to the date on which payment of the Principal Installment, interest, or Redemption Price, if any, is made.

Section 3.15 Conditions Related to Naming Interest Rates.

Bonds shall bear such rate or rates of interest as shall result from the sale procedures of Article IV, but:

- (1) all Bonds of the same maturity and Series shall bear the same rate of interest;
- (2) no rate of interest shall exceed 7.0%;
- (3) a 0.0% rate is not permitted; and
- (4) any premium offered shall be paid in cash as part of the purchase price.

In addition to the foregoing, an Authorized Officer is authorized to impose additional conditions for the sale of Bonds not inconsistent with those set forth above prior to the sale of Bonds and set forth in the Official Notice of Sale, and any amendment thereto.

Section 3.16 Tax Exemption in South Carolina.

Both the Principal Installments 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, transfer, or certain franchise taxes.

Section 3.17 Security for Bonds.

The full faith, credit, and taxing power of the County is hereby irrevocably pledged for the payment of the Bonds as the Principal Installments thereof mature and as interest thereon comes due, and to create such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer 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 Installments of and interest on the Bonds as the same mature and come due, respectively, and to create such sinking fund as may be necessary therefor.

Section 3.18 Notice to Auditor and Treasurer to Levy Tax.

The County Auditor and the County Treasurer shall each be notified of the issuance of any Series of Bonds, and directed to levy and collect, upon all taxable property in the County an annual tax sufficient to meet the payment of the Principal Installment and interest on said Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor. Such levy may be reduced to the extent that, at the time that the annual millage levy for the County is set, the County shall have funds on deposit in the sinking fund to pay Principal Installments of and interest on the Bonds for each such payment thereof coming due and payable from such tax levy.

Section 3.19 Book-Entry Only System.

(a) An Authorized Officer may elect to issue a Series of Bonds under a book-entry-only system under Article V hereof. In the event of such election, notwithstanding any provision of this Ordinance to the contrary, the provisions of this Section 3.19 shall apply to such Series of Bonds. Such Bonds will be initially issued under a book-entry-only system in fully registered form, registered in the name of Cede & Co. as the Registered Owner and Securities Depository Nominee of DTC, which will act as initial Securities Depository for the Bonds. So long as a Series of Bonds is being held under a book-entry system of a Securities Depository, transfers of beneficial ownership of such Bonds will be effected pursuant to rules and procedures established by such Securities Depository.

(b) As long as a book-entry system is in effect for a Series of Bonds, the Securities Depository Nominee will be recognized as the Registered Owner of such Bonds for the purposes of: (i) paying the Principal Installments of, interest on, and Redemption Price, if any, of such Bonds, (ii) selecting the portions of such Bonds to be redeemed, if Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to Registered Owners under this Ordinance, (iv) registering the transfer of Bonds, and (v) requesting any consent or other action to be taken by the Registered Owners of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are

registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Registered Owner of such Bonds.

(d) The Paying Agent shall pay all Principal Installments of, interest on, and Redemption Price, if any, of Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the Principal Installments of, interest on, and Redemption Price, if any, of such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for a Series of Bonds, or that the interests of the beneficial owners of such Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the Registrar shall authenticate, register, and deliver physical certificates for such Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar for the delivery of physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the Registered Owners of Bonds by the County or by the Registrar with respect to any consent or other action to be taken by the Registered Owners of Bonds, the County or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

(h) At the closing of any Series of Bonds and the delivery of the same to the Purchaser thereof through the facilities of DTC, the Registrar may maintain custody of Bond certificates on behalf of DTC in accordance with DTC's "FAST" closing procedures.

Section 3.20 Form of Bonds.

The Bonds shall be in a form substantially similar to that attached hereto as Exhibit B, with such revisions as an Authorized Officer may approve upon advice of Bond Counsel. As contemplated in Exhibit B, the form of a Series of Bonds shall reflect the respective manner of sale under Section 4.02 hereof. The execution of the Bonds in accordance with this Ordinance shall constitute conclusive evidence of approval of any and all revisions.

Section 3.21 Bond Anticipation Notes.

(a) Pursuant to the BAN Act, there may be issued from time to time at the discretion of an Authorized Officer BANs in anticipation of the issuance of Bonds or to refund or renew BANs, as set forth in this Section 3.21.

(b) If BANs are issued and if, upon the maturity thereof an Authorized Officer should determine that it would be in the best interest of the County to renew or refund the BANs, he or she is authorized to renew or refund the BANs from time to time until an Authorized Officer determines to issue the Bonds on the basis as aforesaid, and the Bonds are issued. The aggregate stated principal amount of all BANs outstanding from time to time shall not exceed \$2,000,000.

(c) BANs shall be dated and bear interest from the date of delivery thereof, payable upon the stated maturity thereof and shall mature on such dates as determined by an Authorized Officer, provided that no BAN shall mature on a date which is later than one year following the issuance thereof. Interest on the BANs shall be calculated on the basis of a 360-day year of twelve 30-day months. BANs may be issued as draw-down obligations, in which event interest shall accrue and be payable thereon based on the dates of and principal amounts advanced.

(d) BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Paying Agent. The BANs may be issued in denominations of \$1,000 and integral multiples thereof. The BANs shall be executed in the name and on behalf of the County by the manual or facsimile signature of the Chairman or County Administrator with the seal of the County (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon and attested by the manual or facsimile signature of the Clerk to County Council. BANs bearing the manual or facsimile signature of any Person who shall have been such an Authorized Officer at the time such BANs were so executed shall bind the County notwithstanding the fact that he may have ceased to be such Authorized Officer prior to the authentication and delivery of such BANs or was not such Authorized Officer at the date of the authentication and delivery of the BANs.

(e) An Authorized Officer may appoint either (i) a financial institution maintaining corporate trust offices, or (ii) the County Treasurer to serve as Registrar and Paying Agent for the BANs.

(f) County Council hereby authorizes an Authorized Officer to cause to be prepared and to "deem final" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission a preliminary official statement relating to the BANs and to cause to be prepared and to approve a final official statement following the sale of the BANs. The County Council hereby authorizes the use of said preliminary official statement and final official statement and the information contained therein in connection with the public offering and sale of the BANs. If the BANs are offered and sold to a financial institution to be held for its own account, an Authorized Officer will not be required to (i) prepare a preliminary official statement or final official statement if such purchaser executes and delivers an investment letter in form and content acceptable to the State Treasurer, or (ii) undertake any obligation to deliver a Continuing Disclosure Undertaking.

(g) BANs may be sold at public or private sale. If at public sale, bids therefor shall be received until such time and date to be selected by an Authorized Officer; notice of sale of the BANs shall be given in a manner determined by an Authorized Officer; award shall be made by an Authorized Officer to the bidder offering the lowest total financing cost therefor, the method of calculation of which shall be set forth in the notice of sale and determined at an Authorized Officer's discretion, without further action on the part of the County Council if an Authorized Officer shall determine that it is in the interest of the County to make such award. If at private sale, an Authorized Officer shall sell the BANs by negotiation with the Purchaser under such terms as such Authorized Officer finds achieve the objectives of the County.

(h) BANs shall be issued in such form and with such terms and conditions, not inconsistent with this Ordinance, as shall be determined by an Authorized Officer. No BAN shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such BAN a certificate of authentication duly executed by the manual signature of the Registrar and such certificate of authentication upon any BAN executed on behalf of the County shall be conclusive evidence that the BAN so authenticated has been duly issued hereunder and that the registered owner thereof is entitled to the benefit of the terms and provisions of this Ordinance.

(i) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County or to its designated agent, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County or its agent evidence of such loss, theft or destruction satisfactory to the County or its agent, together with indemnity satisfactory to it; 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 shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County or its agent may charge the registered owner of such BAN with its reasonable fees and expenses in this connection.

(j) The BANs shall be issued in fully registered form either (i) under a book-entry only system, registered in the name of Cede & Co. as the registered owner and securities depository nominee of DTC, or (ii) in physical form registered in the name of the registered owner, as specified by an Authorized Officer. Conditions as to ownership, exchange, transfer, replacement, and payment of BANs shall be as provided for Bonds herein, except as expressly provided in this Ordinance to the contrary. The BANs may, at the discretion of an Authorized Officer, be subject to redemption prior to their stated maturity, on such terms and conditions as an Authorized Officer may prescribe, except that the maximum premium to be paid for prior redemption shall not exceed one half of one per centum (1/2%).

(k) For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit, and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and irrevocably pledges to effect the issuance of the Bonds or, in the alternative, to refund or

renew outstanding BANs in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

(l) Proceeds from the sale of the BANs shall be applied in the manner as provided by Section 6.01 herein for Bonds.

(m) Both the principal of and interest on the BANs shall be exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except estate or other transfer taxes, and certain fees or franchise taxes.

(n) The form of the BAN shall be approved by an Authorized Officer.

(o) Without limiting the generality or specifics of any other provision in this Ordinance, the term "Bonds" as used in Articles VIII, IX, X, and XI shall include BANs.

* * *

ARTICLE IV

SALE OF THE BONDS

Section 4.01 Sale and Award of Bonds.

(a) Each Series of Bonds shall be sold at a date and time certain after public notice thereof at not less than par and accrued interest to the date of delivery. Bids shall be received at such time and date and in such manner as determined by an Authorized Officer. Bids may be received in electronic form only, physical form only, or in such other form or combination of forms as may be determined by an Authorized Officer and set forth in the Official Notice of Sale. The Authorized Officer may reserve the right, on behalf of the County, to waive any irregularities and to negotiate with the best responsive bidder. Unless all bids are rejected, the award of Bonds may be made by an Authorized Officer to the bidder offering the most advantageous terms to the County, taking into account the interest cost (calculated on a true-interest-cost basis (TIC)) to the County and any terms or conditions specific to each bid, with the basis of such award to be set forth in the official notice of sale used in connection with the sale of such Bonds (the “**Official Notice of Sale**”), the applicable forms of which are attached hereto as Exhibit D.

(b) In lieu of publishing the Official Notice of Sale in its entirety to notice the sale, an Authorized Officer may elect to publish an abbreviated form of such notice (the “**Summary Notice of Sale**”), the form of which is attached hereto as Exhibit C, and thereafter provide the applicable Official Notice of Sale to those parties who request the same pursuant to the instructions provided in the Summary Notice of Sale. The forms of the Summary Notice of Sale and the Official Notice of Sale may be adjusted or amended by an Authorized Officer upon advice of Bond Counsel or the Placement Agent prior to the sale of the Bonds, consistent with the terms of this Ordinance.

Section 4.02 Manner of Public Sale.

Not less than seven days following the publication of either the Official Notice of Sale or Summary Notice of Sale in a newspaper of general circulation in the State, and/or, if deemed appropriate by an Authorized Officer, in a financial publication published in the City of New York, New York, any Series of the Bonds may be sold pursuant to either of the following methods as determined by an Authorized Officer:

- (1) *Competitive Direct Placement.* Any Series of Bonds may be sold to a Direct Placement Purchaser as a single instrument as a means of making a commercial loan. In such case, the County Council authorizes the Authorized Officer to distribute the Official Notice of Sale to prospective purchasers of the Bonds and award the Bonds to the Direct Placement Purchaser on the basis of the terms and conditions contained therein. Such Bonds may be issued as a single Bond or multiple Bonds, without CUSIP identification (unless otherwise agreed by the Direct Placement Purchaser and an Authorized Officer on behalf of the County), shall not be issued in book-entry-only form, and no official statement shall be prepared in connection with the sale of such Bond. The Direct Placement Purchaser of any such Series of Bonds shall execute an investor letter to the County acknowledging its purchase of such Bond or Bonds as a means of making a commercial loan.

- (2) *Competitive Public Offering.* Any Series of Bonds may be sold in the public capital markets to an underwriter for the purpose of reselling such Bonds. In such case, the County Council hereby authorizes an Authorized Officer to prepare, or cause to be prepared, a preliminary official statement and distribute the preliminary official statement and the Official Notice of Sale to prospective purchasers of the Bonds. The County Council authorizes an Authorized Officer to designate the preliminary official statement as “final” for purposes of Rule 15c2-12. The Authorized Officer is further authorized to see to the completion of the final form of the official statement upon the sale of the Bonds so that it may be provided to the Purchaser.

Section 4.03 Authorization to Negotiate Sale in Certain Circumstances.

An Authorized Officer may negotiate the sale of the Bonds directly with a purchaser in either of the following circumstances:

- (1) In the event no bids are received or in the event all bids are rejected in accordance with Section 11-27-40(9)(c) of the South Carolina Code; or
- (2) Should Bonds be sold as a Series in an amount not exceeding \$1,500,000 and mature not later than ten years from its date of issuance, the sale of such Series of Bonds may be negotiated at private sale at an interest rate to be agreed to by an Authorized Officer and the purchaser of the Bonds. In negotiating the sale of such Bonds, an Authorized Officer is authorized to solicit bids from qualified lenders for the purchase of the Bonds and the award of any such solicitation shall be made under the same standards as provided in Section 4.01 above. If the Bonds are sold under the provisions of this section, notice of the sale of the Bonds (meeting the requirements of 11-27-40(4) of the South Carolina Code) shall be given not less than seven days prior to delivery of such Bonds.

* * *

ARTICLE V

CERTAIN DELEGATIONS AND AUTHORIZATIONS

Section 5.01 Certain Delegations.

The County Council hereby expressly delegates to and authorizes an Authorized Officer to determine the following with regard to any Series of Bonds:

- (1) whether to issue the Bonds as a single Series or from time to time in several Series;
- (2) the conduct and manner of sale of such Bonds in accordance with Article IV hereof;
- (3) the award of such Bonds in accordance with Article IV hereof;
- (4) the final form, Series designation, and the exact principal amount of such Bonds;
- (5) the date of issue, Bond Payment Dates, rate or rates of interest obtained using the sale procedures of Article IV hereof, maturity amounts and schedule, and the final maturity of such Bonds;
- (6) whether such Bonds shall be subject to optional or mandatory redemption prior to maturity, and if so, the Redemption Prices applicable thereto;
- (7) the Registrar and Paying Agent for such Bonds;
- (8) whether such Bonds, or any Series thereof, shall be issued in book-entry form;
- (9) whether to use bond insurance or other credit enhancement, and if so, to make appropriate arrangements therefor;
- (10) whether such Bonds, or any Series thereof, will be designated as “qualified tax-exempt obligations” pursuant to the Code;
- (11) whether such Bonds, or any Series thereof, shall be issued as Taxable Bonds;
- (12) whether to utilize the provisions of Section 11-27-40(8) of the South Carolina Code to issue the contemplated notice and allow the County to proceed more expeditiously to issue such Bonds;
- (13) whether to use and the final form of a Continuing Disclosure Undertaking or other continuing disclosure agreement or covenant; and
- (14) such other matters regarding such Bonds as are necessary or appropriate.

* * *

ARTICLE VI

APPLICATION OF PROCEEDS

Section 6.01 Deposit and Use of Proceeds.

The proceeds derived from the sale of each Series of Bonds issued pursuant to this Ordinance shall be applied in accordance with the Enabling Act, as follows:

- (1) any accrued interest shall be applied to the payment of the first installment of interest to become due on such Bonds;
- (2) any premium shall be deposited to the sinking fund of such Bonds; and
- (3) the remaining proceeds shall be disbursed, as directed by an Authorized Officer, (i) to defray or reimburse the costs of the Project, (ii) to refund, renew, or repay any BANs, and (iii) to defray the cost of issuing the Bonds or any BANs, as applicable.

Pending the use of the proceeds of the Bonds, the same shall be invested and reinvested in Authorized Investments, as appropriate, provided that neither the Purchaser nor any Registered Owner of the Bonds shall be liable for the proper application of the proceeds thereof.

* * *

ARTICLE VII

REDEMPTION OR PURCHASE OF BONDS

Section 7.01 Authorization of Redemption.

Bonds may be subject to redemption, in whole or in part, at any time in any order of maturity to be determined by an Authorized Officer, upon such dates and at such Redemption Prices as he shall have determined.

Section 7.02 Election to Redeem.

In the event that the County shall elect to redeem Bonds, it shall give notice to the Registrar and Paying Agent of each optional redemption, which notice may be conditional in the discretion of an Authorized Officer. Each notice of redemption shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 30 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

Section 7.03 Notice of Redemption.

(a) When any Bonds are to be redeemed, the Registrar shall give notice of the redemption of the Bonds in the name of the County specifying: (i) the Bonds, the particular Series thereof, and maturities to be redeemed; (ii) the redemption date; (iii) the Redemption Price (or calculation thereof); (iv) the numbers and other distinguishing marks of the Bonds to be redeemed unless all of the Bonds Outstanding are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; (vi) whether the redemption of the Bonds is conditioned upon any event; and (vii) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, and that, from and after such date, interest thereon shall cease to accrue; provided, however, that in the event of any conditional provision in the notice, the Bonds will not become due and payable as provided in this section unless such condition has been satisfied as of the redemption date. The Registrar shall mail by registered mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the Registered Owners of all the Bonds or portions of the Bonds which are to be redeemed at their addresses which appear upon the Registry Books, but failure to so mail any such notice to any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds held by Registered Owners to whom written notice has been mailed. The obligation of the Registrar to give the notice required by this Section shall not be conditioned upon the prior payment to the Paying Agent of money or the delivery to the Paying Agent of Authorized Investments sufficient to pay the Redemption Price of the Bonds to which such notice relates or the interest thereon to the redemption date.

(b) Notice of redemption having been given as provided in subsection (a) hereof, the Bonds or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the Redemption Price specified therein, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or portions thereof shall be paid at the Redemption Price; provided, however, that in the event of any conditional provision in the notice, the Bonds

will not become due and payable as provided in this section until such condition has been satisfied as of the redemption date. On and after the redemption date (unless the County shall default in the payment of the Redemption Price, or any conditional provision in the notice shall not have been satisfied as of the redemption date), such Bonds shall cease to bear interest, and such Bonds shall no longer be considered as Outstanding hereunder. If money sufficient to pay the Redemption Price has not been made available by the County to the Paying Agent on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne, had they not been called for redemption, until the same shall have been paid.

(c) Notwithstanding the foregoing, the County and a Sole Holder may agree on an alternative methodology for providing notice of redemption for the applicable Series of Bonds and may memorialize the same in the form of the applicable Bond.

Section 7.04 Selection by Registrar of Bonds to be Redeemed.

(a) If less than all of the Bonds of like Series and maturity are to be redeemed, the particular Bonds or portions of the Bonds to be redeemed shall be selected, not less than 35 days prior to the date fixed for redemption, or such lesser number of days as shall be acceptable to the Registrar, by the Registrar by lot or in such other manner as the Registrar may deem to be appropriate, provided, however, that for so long as the Bonds are held in book-entry only form, the selection of Bonds to be redeemed hereunder shall be in accordance with the rules of the Securities Depository.

(b) In making such selection, the Registrar shall treat each Bond to be redeemed as representing that number of Bonds of the lowest authorized denomination as is obtained by dividing the principal amount of such Bond by such denomination. If any Bond is to be redeemed in part, the portion to be so redeemed shall be in a principal amount of an authorized denomination.

(c) The Registrar shall promptly notify the County in writing of the Bonds so selected for redemption.

(d) Notwithstanding the foregoing, the County and a Sole Holder may agree on an alternative methodology for selecting the maturities and portions thereof to be redeemed in the case of a partial redemption and may memorialize the same in the form of the applicable Bond.

Section 7.05 Deposit of Redemption Price.

On or before any date fixed for redemption of any Bonds, cash and/or a principal amount of non-callable Government Obligations maturing or redeemable at the option of the Registered Owner thereof not later than the date fixed for redemption which, together with income to be earned on such Government Obligations prior to such date fixed for redemption, will be sufficient to provide cash to pay the Redemption Price of all Bonds or portions thereof which are to be redeemed on such date, shall be deposited with the Paying Agent unless such amount shall have been previously deposited with the Paying Agent. Provided, however, that in the event of a conditional redemption such condition is not met, this Section 7.05 is inapplicable.

Section 7.06 Partial Redemption of Bonds.

In the event part but not all of Bonds Outstanding shall be selected for redemption, upon presentation and surrender of such Bond by the Registered Owner thereof or his attorney duly authorized in writing (with, if the County or the Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Registrar duly executed by, the Registered Owner thereof or his attorney duly authorized in writing) to the Registrar, the County shall execute and the Registrar shall authenticate and deliver to or upon the order of such Registered Owner, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of any authorized denomination of like tenor. The Bonds, if so presented and surrendered, shall be cancelled in accordance with Section 3.13 hereof.

Section 7.07 Purchases of Bonds Outstanding.

Purchases of Bonds Outstanding may also be made by the County at any time with money available to it from any source. Upon any such purchase the County shall deliver such Bonds to the Registrar for cancellation.

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ARTICLE VIII

DEFEASANCE OF BONDS

Section 8.01 Defeasance.

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

- (1) The Paying Agent, or other Escrow Agent, shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installment and interest, or Redemption Price, thereof; or
- (2) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent, or other Escrow 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
- (3) If the County shall elect to provide for the payment of such Bonds prior to their stated maturities and shall have deposited with the Paying Agent, or other Escrow Agent, in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent or Escrow Agent at the same time, shall be sufficient to pay when due the Principal Installments or Redemption Price and interest due and to become due on such Bonds on and prior to their maturity dates or redemption dates, as the case may be. In the event that the County shall elect to redeem such Bonds prior to their stated maturities, the County shall proceed in the manner prescribed by Article VII hereof, subject to the provisions of Section 3.19 hereof as applicable.

Neither the Government Obligations nor moneys deposited with the Paying Agent or Escrow Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment and interest, or Redemption Price, of said Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent or Escrow Agent, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment and interest, or Redemption Price, to become due on said Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the Principal Installment and interest, or Redemption Price, may be paid over to the County, as received by the Paying Agent or Escrow Agent, free and clear of any trust, lien or pledge.

(b) In addition to the above requirements of paragraphs (a)(1), (2), and (3), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Paying Agent or Escrow Agent shall have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Paying Agent or Escrow Agent, as applicable, shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent or Escrow Agent for the payment of the Principal Installments and interest, or Redemption Price, of the Bonds, to pay to the owners of Bonds the funds so held by the Paying Agent or Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Paying Agent or Escrow Agent 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 performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Paying Agent or Escrow 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 Paying Agent or Escrow Agent, as applicable, in trust for the respective Registered Owners of the Bonds, and the 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 that event, it shall be the duty of the Paying Agent or Escrow Agent to transfer the funds to the County.

(f) Any Escrow Agent shall be appointed by an Authorized Officer and shall accept in writing its acceptance to its obligations under this Ordinance.

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ARTICLE IX
CONCERNING THE FIDUCIARIES

Section 9.01 Fiduciary; Appointment and Acceptance of Duties.

Any financial institution chosen pursuant to Section 3.05 hereof to act as Paying Agent or Registrar hereunder 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 IX. Similarly, each financial institution appointed as a successor Registrar or as a successor Paying Agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

Section 9.02 Responsibilities of Fiduciaries.

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the County and no Fiduciary assumes any responsibility for the correctness of the same except in respect of the authentication certificate of the Registrar endorsed on the Bonds. No Fiduciary makes 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 Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary 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 Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Section 9.03 Evidence on Which Fiduciaries May Act.

(a) Each Fiduciary, upon receipt of any notice, resolution, 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 Fiduciary 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 authorization 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 Fiduciary shall deem it necessary or desirable that a matter to 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 an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to 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 thereof by the County to any Fiduciary shall be sufficiently executed if executed in the name of the County by an Authorized Officer.

Section 9.04 Compensation.

The County shall pay to each financial institution or Fiduciary other than the County Treasurer from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary 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 subject to the appropriation of funds therefor in each applicable fiscal period; provided, however, that any specific agreement between the County and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary.

Section 9.05 Certain Permitted Acts.

Any Fiduciary 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 Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance.

Section 9.06 Resignation of Any Fiduciary.

Any Fiduciary may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than 60 days written notice to the County and not less than 30 days written notice to the Registered Owners of the Bonds as established by the Registry Books prior to the next succeeding Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the County pursuant to Section 9.08 hereof in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 9.07 Removal of Fiduciary.

Any Fiduciary may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiduciary, and signed by the Registered Owners representing a majority in principal amount of the Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the County.

Section 9.08 Appointment of Successor Fiduciaries.

In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable or 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. Any financial institution appointed as a successor Fiduciary pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any State thereof and which is in good standing, within or outside the State, having a stockholders' equity of not less than \$50,000,000 if there be such an institution willing, qualified and able to accept the trusts upon reasonable and customary terms.

If in a proper case no appointment of a successor Fiduciary shall be made by the County pursuant to the foregoing provisions of this Section within 45 days after any Fiduciary shall have given to the County written notice as provided in Section 9.06 hereof or after a vacancy in the office of such Fiduciary shall have occurred by reason of its removal or inability to act, the former Fiduciary or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

Section 9.09 Transfer of Rights and Property to Successor.

Any successor Fiduciary appointed under this Ordinance shall execute, acknowledge, and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiduciary, with like effect as if originally named in such capacity; but the Fiduciary ceasing to act shall nevertheless, on the written request of the County, or of the successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Fiduciary in and to any property held by it under this Ordinance, and shall pay over, assign and deliver to the successor Fiduciary 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 Fiduciary 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 authorized by law, be executed, acknowledged and delivered by the County. Any such successor Fiduciary shall promptly notify the Paying Agent and depositaries, if any, of its appointment as Fiduciary.

Section 9.10 Merger or Consolidation.

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any State of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 9.11 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 Registrar may adopt the certificate of authentication of any predecessor Registrar so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in the name of the successor Registrar, and in all such cases such certificate shall be of full force and effect.

* * *

ARTICLE X

TAX AND DISCLOSURE COVENANTS

Section 10.01 Tax Covenants.

(a) *General Tax Covenant.* The County will comply with all requirements of the Code in order to preserve the tax-exempt status of the Bonds, including without limitation, (i) the requirement to file Form 8038-G, *Information Return for Tax-Exempt Government Obligations*, with the Internal Revenue Service, and (ii) the requirement to rebate certain arbitrage earnings to the United States Government pursuant to Section 148(f) of the Code. In this connection, the County covenants to execute any and all agreements or other documentation as it may be advised by Bond Counsel will enable it to comply with this Section 10.01, including its certification on reasonable grounds that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code.

(b) *Tax Representations.* The County hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Registered Owners thereof for federal income tax purposes pursuant to the provisions of the Code. Without limiting the generality of the foregoing, the County represents and covenants that:

- (1) All property financed or refinanced with the proceeds of the Bonds will be owned by the County or another political subdivision of the State so long as the Bonds are Outstanding in accordance with the rules governing the ownership of property for federal income tax purposes.
- (2) The County shall not use, and will not permit any party to use, the proceeds of the Bonds, or any bonds refunded thereby, in any manner that would result in (i) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any Nongovernmental Person, (ii) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business of any Nongovernmental Person that is either “unrelated” or “disproportionate” to the governmental use of the financed facility by the County or by any other Governmental Unit (as the terms “unrelated” and “disproportionate” are defined for purposes of Section 141(b)(3) of the Code) or (iii) more than five percent (5%) of such proceeds, but in no event more than \$5,000,000, being considered as having been used directly or indirectly to make or finance loans to any Nongovernmental Person.
- (3) The County is not a party to, and will not enter into or permit any other party to enter into, any contract with any person involving the management of any facility financed or refinanced with the proceeds of the Bonds or by notes paid by the Bonds that does not conform to the guidelines set forth in Revenue Procedure 2017-13, or a successor revenue procedure or Code provision.

- (4) The County will not sell, or permit any other party to sell, any property financed or refinanced with the Bonds to any person unless it obtains an opinion of Bond Counsel that such sale will not affect the tax-exempt status of the Bonds.
- (5) The Bonds will not be “federally guaranteed” within the meaning of Section 149(b) of the Code. The County shall not enter into, or permit any other party to enter into, any leases or sales or service contract with any federal government agency with respect to any facility financed or refinanced with the proceeds of the Bonds and will not enter into any such leases or contracts unless it obtains the opinion of Bond Counsel that such action will not affect the tax-exempt status of the Bonds.

(c) *Arbitrage Bonds, Rebate.* The County covenants that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds” as defined in the Code, and to that end the County shall:

- (1) comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code, so long as the Bonds are Outstanding;
- (2) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States Government;
- (3) make such reports of such information at the time and places required by the Code; and
- (4) take such other action as may be required to assure that the tax-exempt status of the Bonds will not be impaired.

(d) *Bank Qualified.* Any qualifying Series of Bonds may be designated by an Authorized Officer pursuant to Article V hereof as “qualified tax-exempt obligations” in accordance with Section 265(b)(3)(B) of the Code, and after consultation with Bond Counsel.

(e) *Tax Certificate.* An Authorized Officer is hereby authorized and directed to execute, at or prior to delivery of any Series of Bonds, a certificate or certificates specifying actions taken or to be taken by the County, and the reasonable expectations of such officials, with respect to such Series of Bonds, the proceeds thereof, or the County. The County agrees to comply with its undertakings on its part set forth in any such certificate delivered with respect to Bonds.

(f) *Reimbursement Declaration.* The County hereby declares its intention to reimburse itself for a portion of the costs of the Project with the proceeds of Bonds. To that end, the County Council determines and declares as follows:

- (i) no funds from any sources other than the Bonds are or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the

County pursuant to the budget or financial policies of the County for the financing of the portion of the costs of the Project to be funded with the Bonds;

(ii) the County reasonably expects that all or a portion of the expenditures incurred for the Project and the issuance of the Bonds will be paid prior to the issuance of the Bonds;

(iii) the County intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the Project prior to the issuance of the Bonds from the proceeds of the Bonds, and such intention is consistent with the budgetary and financial circumstances of the County;

(iv) all of the costs to be paid or reimbursed from the proceeds of the Bonds will be for costs incurred in connection with the issuance of the Bonds, or will, at the time of payment thereof, be properly chargeable to the capital account of the Project (or would be so chargeable with a proper election) under general federal income tax principles; and

(v) this Ordinance shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

(g) *Taxable Bonds.* Prior to or upon the issuance of a Series of Bonds, an Authorized Officer may, in consultation with Bond Counsel, designate a Series of Bonds as Taxable Bonds pursuant to the delegation authorization in Article V hereof. The election to issue a Series of Taxable Bonds shall be clearly indicated by including the phrase "Taxable Series," or words to that effect, in the series designation of such Taxable Bonds. The above provisions of this Section 10.01 shall not be applicable to any Series of Taxable Bonds.

Section 10.02 Disclosure Covenants.

(a) The County hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure certificate or agreement, executed by an Authorized Officer and dated the date of delivery of the Bonds, which will meet the requirements, as applicable, of Section 11-1-85 of the South Carolina Code, which may require, among other things, that the County file with a central repository when requested: (i) a copy of its annual independent audit within 30 days of its receipt and acceptance and (ii) event-specific information, within 30 days of an event adversely affecting more than five percent of its revenues or five percent of its tax base. The only remedy for failure by the County to comply with the covenants in this Section 10.02 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85 of the South Carolina Code, without the consent of any Registered Owner.

(b) The County hereby covenants and agrees that it will comply with and carry out all of the provisions of any Continuing Disclosure Undertaking, executed by an Authorized Officer in connection with the issuance and delivery of a Series of Bonds. Notwithstanding any other provision of this Ordinance, failure of the County to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandamus

or specific performance by court order, to cause the County to comply with its obligations under this Section. The execution of the Continuing Disclosure Undertaking shall constitute conclusive evidence of the approval by the person executing the same of any and all modifications and amendments thereto. Additionally, the Authorized Officer is authorized to contract with a dissemination agent for certain dissemination services associated with the execution and delivery of the Continuing Disclosure Undertaking.

(c) In the event a Series of Bonds are not sold as securities, but rather as a commercial loan to a Direct Placement Purchaser, no Continuing Disclosure Undertaking shall be required, but the County hereby covenants and agrees to provide financial information to the purchaser of such Series of Bonds as may be mutually agreed by an Authorized Officer and the Direct Placement Purchaser, including an agreement to provide audited financial statements within a fixed period or by a set date. Any failure by the County to comply with this paragraph, or an agreement or covenant authorized hereby, shall be enforceable solely by an action for specific performance to provide the appropriate documents or information, and shall not be a default under this Bond Ordinance or the Bonds.

* * *

ARTICLE XI

MISCELLANEOUS

Section 11.01 Failure to Present Bonds.

Anything in this Ordinance to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bonds have become due and payable, that the Registered Owner thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the County pay such money to the County as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Registered Owner shall look only to the County for the payment of such Bonds; provided, however, the Paying Agent shall forward to the County all moneys which remain unclaimed during a period five years from a Bond Payment Date, provided, however, that before being required to make any such payment to the County, the Paying Agent, at the expense of the County, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Registered Owner of those who would take if the Registered Owner shall have died.

Section 11.02 Professional Services.

The County Council hereby authorizes, approves, or ratifies, as applicable, the engagement of Stifel, Nicholas & Company, Incorporated to act as placement agent (the “*Placement Agent*”) and Pope Flynn, LLC to act as Bond Counsel, local counsel, and disclosure counsel (if applicable) in connection with the issuance of each Series of Bonds hereunder and authorizes an Authorized Officer to engage the services of such other professionals and institutions of a type and in a manner customary in connection with the issuance of municipal bonds, including, but not limited to, contractual arrangements with other professionals, municipal financial advisors, rating agencies, verification agents, financial and trust institutions, printers and the suppliers of other goods and services in connection with the sale, execution and delivery of the Bonds, as is necessary and desirable.

Section 11.03 Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the office of the Clerk to County Council and in the office of the Clerk of Court for the County (as a part of the Record of Proceedings).

Section 11.04 Further Action by Officers of the County.

The County Council hereby ratifies any actions previously taken that are contemplated or authorized herein. The County Council authorizes any Authorized Officer, and all other appropriate officials of the County, to execute all such agreements, documents and instruments as may be necessary, required, or appropriate to effect the issuance of the Bonds. The Clerk to County Council is authorized and directed to attest and otherwise certify all appropriate agreements, documents and instruments in connection with the issuance of the Bonds.

Section 11.05 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of Bonds, the provisions of this Ordinance shall constitute a contract between the County and such Registered Owners from time to time of the Bonds.

Section 11.06 Savings Clause.

If any one or more of the sections, subsection, covenants or agreements provided in this Ordinance should be contrary to law, then the same shall be deemed severable from the remaining provisions hereof, and shall in no way affect the validity of such other provisions of this Ordinance.

Section 11.07 Successors.

Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance or by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

Section 11.08 General Repealer; Effective Date.

All rules, regulations, resolutions, and ordinances and parts thereof, procedural or otherwise in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force upon enactment at third reading thereof.

* * *

DONE AND ORDAINED in meeting duly assembled this 6th day of July 2026.

ATTEST:

JASPER COUNTY, SOUTH CAROLINA

William. J. Rowell III,
Chairman, Jasper County Council

[SEAL]

Wanda Giles,
Clerk to County Council

First Reading: June 1, 2026
Second Reading: June 15, 2026
Public Hearing: July 6, 2026
Enactment: July 6, 2026

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

Pope Flynn, LLC
Date: _____, 2026

EXHIBIT A
FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

The Jasper County Council will hold a public hearing to receive oral or written comments on Monday, July 6, 2026 at 6:00 p.m. (or as soon thereafter as time permits) concerning a proposed ordinance entitled “AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING TWO MILLION DOLLARS (\$2,000,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF JASPER COUNTY, SOUTH CAROLINA IN ONE OR MORE SERIES, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.” The public hearing will be held in the Council Chambers located at the Jasper County Clementa C. Pinckney Government Building, 358 Third Avenue, Ridgeland, SC 29936. The public hearing will be conducted publicly and both proponents and opponents of the proposed ordinance shall be given the opportunity to be heard in person or by counsel.

JASPER COUNTY, SOUTH CAROLINA

**EXHIBIT B
FORMS OF BONDS**

[FORM OF BOND FOR COMPETITIVE DIRECT PLACEMENT]

WITH THE CONSENT OF THE PURCHASER, AND NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED IN THE ORDINANCE, THE BOND MAY BE SOLD OR TRANSFERRED ONLY TO SUBSEQUENT PURCHASERS WHO EXECUTE AN INVESTMENT LETTER DELIVERED TO THE COUNTY, IN FORM SATISFACTORY TO THE COUNTY, CONTAINING CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO THE SUITABILITY OF SUCH PURCHASERS TO PURCHASE AND HOLD THE BOND. SUCH RESTRICTION SHALL BE SET FORTH ON THE FACE OF THE BOND AND SHALL BE COMPLIED WITH BY EACH TRANSFEREE OF THE BOND.

**UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
JASPER COUNTY
GENERAL OBLIGATION BOND
SERIES 202_**

No. R-1

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ORIGINAL ISSUE DATE:

JASPER COUNTY, SOUTH CAROLINA (the “*County*”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, or registered assigns, solely as hereinafter provided. This bond (this “*Bond*”) is being issued in the principal amount of \$ _____, pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and a bond ordinance duly enacted by the Jasper County Council, its governing body, on [_____, 2026] (the “*Ordinance*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Ordinance.

This Bond shall be payable with respect to principal on _____ 1 of the years 20__ through 20__, inclusive, and shall be payable with respect to interest each _____ 1 and _____ 1 (the “*Bond Payment Dates*”), beginning _____ 1, 20__, through and including _____ 1, 20__. The payments due on the Bond Payment Dates (the “*Bond Payments*”) are set forth at Exhibit A hereto. This Bond shall bear interest at the rate of ___% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months, from the original issue date of this Bond and shall be paid by way of the Bond Payments to the person in whose name this Bond is registered at the close of business on the fifteenth day of the month next preceding each Bond Payment Date. The Bond Payments shall be payable by check or draft mailed at the times provided herein from the Paying Agent to the person

EXHIBIT B
FORMS OF BONDS

in whose name this Bond is registered at the address shown on the registration books. [Insert wire or other payment provisions, if any] The Bond Payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The County and the Registered Owner have mutually agreed to waive all requirements for presentation and surrender of this Bond in connection with the payment thereof; provided, however that upon the payment of final Bond Payment, the Purchaser will either (i) present and surrender this Bond, (ii) provide other Indicia of Satisfaction, or (iii) [insert mutually agreed mechanism].

[This Bond is not subject to optional redemption prior to maturity.] [This Bond is subject to optional redemption at the option of the County, in whole, or in part, at any time at []% of the principal amount redeemed plus accrued interest to the date of redemption.] [This Bond is subject to optional redemption at the option of the County before _____, 20__, [in whole, but not in part], at any time at []% of the principal amount redeemed plus accrued interest to the date of redemption. After _____, 20__, the Bond is subject to redemption at the option of the County, in whole, but not in part, at any time at []% of then outstanding principal plus accrued interest to the date of redemption.]

If this Bond is called for redemption, the Registrar will give notice to the Registered Owner of this Bond in the name of the County, of the redemption of such Bonds, or portions thereof. [Notice and redemption conditions shall otherwise comply with Section 7.03 of the Bond Ordinance.]

THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE HEREBY IRREVOCABLY PLEDGED FOR THE PAYMENT OF THIS BOND, AND THERE SHALL BE LEVIED AND COLLECTED ANNUALLY A TAX ON ALL TAXABLE PROPERTY IN THE COUNTY, WITHOUT LIMIT, SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THIS BOND AS THE SAME MATURES AND COMES DUE, RESPECTIVELY, AND TO CREATE SUCH SINKING FUND AS MAY BE NECESSARY THEREFOR.

This Bond shall be transferable only upon the Registry Books maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Registered Owner of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Upon surrender for transfer of Bonds, the County shall execute, authenticate and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid. The County, the Registrar, and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond, the County or the Paying Agent or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

EXHIBIT B
FORMS OF BONDS

[The County shall deliver to the Registered Owner within ___ days of each fiscal year end audited financial statements of the County for such fiscal year. Any failure of the County to comply with the terms of this paragraph shall be enforceable solely through an action for specific performance to provide the appropriate documents or information and shall not be a default under this instrument or the Ordinance.]

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes, but the interest hereon may be included in certain franchise fees or 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 performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other general obligation and bonded indebtedness of the County does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as they become due and payable and to create such sinking fund as may be necessary therefor.

This Bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

[Signature Page Follows]

**EXHIBIT B
FORMS OF BONDS**

IN WITNESS WHEREOF, JASPER COUNTY, SOUTH CAROLINA, has caused this Bond to be signed by the manual signature of the Chairman of the County Council, the same to be attested by the manual signature of the Clerk to County Council, and the seal of the County to be impressed hereon.

(SEAL)

JASPER COUNTY, SOUTH CAROLINA

Chairman, County Council

Attest:

Clerk to County Council

**EXHIBIT B
FORMS OF BONDS**

CERTIFICATE OF AUTHENTICATION

This Bond has been registered in the name of [PURCHASER], on the registration books kept by the Office of the Jasper County Treasurer, as Registrar.

Treasurer
Jasper County, South Carolina

**EXHIBIT B
FORMS OF BONDS**

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ (Name and Address of Transferee) _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

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

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

**EXHIBIT B
FORMS OF BONDS**

[FORM OF BOND FOR COMPETITIVE PUBLIC OFFERING]

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“*DTC*”), to the County or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL insasmuch as the registered owner, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
JASPER COUNTY
GENERAL OBLIGATION BONDS
SERIES 202_**

No. R-___

INTEREST RATE MATURITY DATE ORIGINAL ISSUE DATE CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \$ _____

JASPER COUNTY, SOUTH CAROLINA (the “*County*”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, upon presentation and surrender of this bond at the Corporate Trust Office of _____ in the City of _____ (the “*Paying Agent*” or the “*Registrar*”), and to pay interest on such principal sum at the interest rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the County’s obligation with respect to the payment of such Principal Amount shall be discharged.

Interest on this bond is payable semiannually on _____ and _____ of each year commencing _____ (each, a “*Bond Payment Date*”), until this bond matures. This bond shall bear interest at the rate of interest per annum set forth above (on the basis of a 360-day year of twelve 30-day months) from _____, 202_, if no interest has yet been paid; otherwise from the last Bond Payment Date to which interest has been paid and which Bond Payment Date is on or prior to the authentication date thereof.

Both the principal of and interest on this bond shall be payable by check or draft mailed to the person in whose name this bond is registered on the Registry Books (as defined in the Bond Ordinance) maintained at the Corporate Trust Office of the Registrar, at the close of business on

EXHIBIT B
FORMS OF BONDS

the 15th day of the calendar month next preceding each Bond Payment Date. The principal 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 public and private debts.

This bond is one of an issue of bonds (the “*Series 202_ Bonds*”) of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$ _____, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and an ordinance duly enacted by the County Council of Jasper County, on _____, 2026 (the “*Bond Ordinance*”). Terms with initial capitals used herein and not otherwise defined have the meaning given such terms in the Bond Ordinance.

Series 202_ Bonds maturing on or before _____ 1, 20__, are not subject to optional redemption prior to maturity. Series 202_ Bonds maturing after _____ 1, 20__, are subject to redemption prior to maturity, in whole or in part, at the option of the County, at any time on and after _____ 1, 20__, at a redemption price of par plus accrued interest to the date of redemption.

If this bond is called for redemption, the Registrar will give notice to the Registered Owner of this bond in the name of the County, of the redemption of such bond, or portions thereof. Notice and redemption conditions shall otherwise comply with Section 7.03 of the Bond Ordinance.

THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE HEREBY IRREVOCABLY PLEDGED FOR THE PAYMENT OF THIS BOND, AND THERE SHALL BE LEVIED AND COLLECTED ANNUALLY A TAX ON ALL TAXABLE PROPERTY IN THE COUNTY, WITHOUT LIMIT, SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THIS BOND AS THE SAME MATURES AND COMES DUE, RESPECTIVELY, AND TO CREATE SUCH SINKING FUND AS MAY BE NECESSARY THEREFOR.

The Series 202_ Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Ordinance. One bond certificate with respect to each date on which the Series 202_ Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 202_ Bonds by the Securities Depository's Participants, beneficial ownership of the Series 202_ Bonds in the principal amount of \$1,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Paying Agent will recognize the Securities Depository Nominee, while the Registered Owner of this bond, as the owner of this bond for all purposes, including payments of principal of, interest on, and Redemption Price, if any, this bond, notices and voting. Transfer of principal of, interest on, and Redemption Price, if any, payments to Participants of the Securities Depository will be the responsibility of the Securities Depository,

EXHIBIT B
FORMS OF BONDS

and transfer of principal of, interest on, and Redemption Price if any, to beneficial owners of the Series 202_ Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners.

The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the Registered Owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal, interest, and Redemption Price, if any, shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Bond Ordinance and the Securities Depository.

This bond is transferable only upon the Registry Books kept for that purpose at the Corporate Trust Office of the Registrar and Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Bond Ordinance. The County and the Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

For every exchange or transfer of Series 202_ Bonds, the County or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or 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 performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

**EXHIBIT B
FORMS OF BONDS**

IN WITNESS WHEREOF, JASPER COUNTY, SOUTH CAROLINA, has caused this bond to be signed by the manual signature of the Chairman of the County Council, the same to be attested by the manual signature of the Clerk to County Council, and the seal of the County to be impressed hereon.

(SEAL)

JASPER COUNTY, SOUTH CAROLINA

Chairman, County Council

Attest:

Clerk to County Council

**EXHIBIT B
FORMS OF BONDS**

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 202_ Bonds described in the within mentioned Ordinance of Jasper County, South Carolina dated _____, 202_.

[NAME OF REGISTRAR],
as Registrar

By: _____

Date of Authentication: _____

**EXHIBIT B
FORMS OF BONDS**

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

the within bond and does hereby irrevocably constitute and appoint

attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature

(Authorized Officer)

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

EXHIBIT C
FORM OF SUMMARY NOTICE OF SALE

SUMMARY NOTICE OF SALE

Bids will be received by Jasper County, South Carolina, at [TIME]. (Eastern Time) on [DATE], pursuant to, and subject to the terms of, the Official Notice of Sale with respect to the sale of the \$_____ General Obligation Bond[s], Series 202_ of Jasper County, South Carolina. The par amount of the bonds is subject to adjustment as set forth in the Official Notice of Sale. The Official Notice of Sale and other information are available from Kimberly Burgess, Director of Administrative Services Division (Jasper County), PO Box 1149, Ridgeland, SC 29936 (telephone (843) 717-3692; email kburgess@jaspercountysc.gov).

EXHIBIT D
FORMS OF NOTICE OF SALE

[FORM FOR COMPETITIVE DIRECT PLACEMENT]

OFFICIAL NOTICE OF SALE

\$ _____*
Jasper County, South Carolina
General Obligation Bond
Series 202_

Jasper County, South Carolina (the “*County*”), pursuant to this Official Notice of Sale, is requesting bids from financial institutions with respect to its \$ _____* General Obligation Bond, Series 202_ (the “*Bond*”).

Your response to this Official Notice of Sale would be greatly appreciated. The following terms and key assumptions are to be utilized in preparing your bid:

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids addressed to the County will be received by the County until __:00 a.m., Eastern Time, on _____, _____, 20__, at which time said bids will be publicly opened for the award of a commercial loan to be evidenced by the Bond.

Issuer: Jasper County, South Carolina

Purpose: Proceeds of the Bond will be used to provide funds to provide funds (i) to defray the costs of (a) renovating, improving and equipping the certain County facilities and buildings, (b) constructing, renovating, and improving various County boat landings, (c) constructing, renovating, improving and equipping various County recreation facilities; and (d) acquisition of real properties for future County facilities, and (ii) to pay the costs of issuance of the Bond.

Tax Treatment: Tax-Exempt

Bank Qualified: [Yes]

Audit: Audited financial statements of the County can be accessed from the County’s website:

(<https://www.jaspercountysc.gov/government/budgets-and-audits/>)

* Items marked with an asterisk through this Notice of Sale are subject to change. However, in no event with the par amount of the Bond

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Security: The Bond is a general obligation of the County secured by an irrevocable pledge of the full faith, credit, and taxing power of the County. There shall be levied and collected annually in the same manner as other property taxes are levied and collected, an *ad valorem* tax, without limit as to rate or amount, on all taxable property in the County sufficient to pay the principal of and interest on the Bond as it matures and to create such sinking fund as may be necessary therefor.

Rating: No rating is expected to be obtained for the Bond; however, the County is presently rated AA- (stable) from Standard & Poor's.

Issue Size: \$ _____ *

Debt Structure: A preliminary amortization has been provided below and should be used in preparation of your bid. The County reserves the right to modify the amortization to achieve its desired debt service structure. The Bond shall bear a single fixed rate for the entire term thereof.

[INSERT PRELIMINARY AMORTIZATION TABLE]

Principal Payments: Annual principal payments payable on _____ of each year, commencing _____ through _____.

Interest Payments: Semi-annual interest payments payable on _____ and _____ of each year, commencing _____. Interest will be calculated on a 30/360 basis.

Optional Prepayment: [The County is seeking flexibility with respect to redemption provisions. Please specify the redemption structure(s) that would provide the County with flexibility at the lowest cost of funds. Proposals with multiple redemption options are permitted.] OR [The Bond is not subject to optional redemption prior to maturity.]

Bid Requirements: Bidders shall specify a single, fixed rate of interest for the Bond.

Bidders shall specify the rates of interest per annum which the Bond is to bear, to be expressed in multiples of 1/1000 of 1%. The fixed rate must be held firm until closing. A bid for less than the entire amount of the Bond, or a bid at a price less than par, will not be considered. The interest rate bid must be held firm until at least 30 days.

No Increased Costs: The County may deem any bids that require contractual provisions specifying future interest rate adjustments, including those relating to (i) the successful bidder's increased costs, taxes, changes in capital

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

adequacy, or capital requirements; or (ii) events of taxability or default related to the Bond as nonresponsive to this Official Notice of Sale and may, in its discretion, disallow such bids.

Closing Costs: The costs of issuance of the Bond will be borne by the County. However, the County does not anticipate paying any closing costs to or on behalf of the successful bidder. Please specify any exceptions. Any closing costs to be borne by the County must be included as absolute figures and will be included in calculating total interest cost as described below under "Award."

Ongoing Costs: None anticipated to be paid to or on behalf of the successful bidder. Please specify any exceptions. Any ongoing costs to be borne by the County must be included as absolute figures and will be included in calculating total interest cost as described below under "Award."

Closing: Closing is anticipated to take place on _____, 20__

Ongoing Disclosure: The County will agree to provide its audit, upon request, to the purchaser of the Bond annually within 270 days of the end of its fiscal year. Bidders must specify any other ongoing disclosure obligations in their bid. Further, publication to the County's website or the Electronic Municipal Markets Access system shall be sufficient for purposes of compliance with any audit disclosure requirements.

Award: The award will be based on the lowest total financing cost (including both interest cost, and upfront and ongoing fees and expenses); provided, however, the County reserves the right to select the bidder offering terms that best meet the needs of the County, including, without limitation, flexible prepayment terms and an absence of additional terms and conditions. In the event of tie bids, each tie bidder will be allowed to submit one or more lower bids on a modified auction basis until there is an award. The County reserves the right to request additional information from the bidders and to waive any irregularity or informality and to negotiate provisions and covenants directly with any bidder. The County also reserves the right to reject all bids for any reason.

Sale to a Financial Institution: The Bond shall be sold to a single financial institution. No official statement, prospectus, offering circular, or other comprehensive offering material containing material information with respect to the County and the Bond is being issued.

Loan Treatment: By submitting a bid in response to this Official Notice of Sale, each bidder acknowledges and represents to the County that (i) no official

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

statement or other offering material will be furnished other than this Official Notice of Sale; (ii) the bidder has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the commercial loan to be evidenced by the Bond and is financially able to bear the economic risk of holding the Bond; (iii) no CUSIP number will be obtained for the Bond; and (iv) the bidder intends to acquire the Bond solely for its own account as a vehicle for making a commercial loan and with no present intention to distribute or resale the Bond or any portion thereof.

Investment

Letter:

The successful bidder will be required to execute a letter to the County acknowledging, among other things, that (i) no official statement or other offering material has been furnished other than this Official Notice of Sale; (ii) the successful bidder had an opportunity to make inquiries of, and receive answers from such officials, employees, agents and attorneys of the County; (iii) the successful bidder has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the loans to be evidenced by the Bond and is financially able to bear the economic risk of holding the Bond; (iv) the successful bidder is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution or resale thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the federal securities laws; and (v) the successful bidder is acquiring the Bond solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein. The form of the investment letter is available upon request.

Legal Opinion:

Pope Flynn, LLC will prepare all documents and closing papers in connection with the issuance of the Bond, and provide a validity opinion and an opinion as to the treatment of the interest on the Bond under federal tax law at the County's expense.

Submission of Bids:

Please submit a copy of your bid to the following persons at the respective email addresses provided:

[List recipients]

Schedule:

Official Notice of Sale Distributed:

Award of Bond:

Closing:

Date:

This Official Notice of Sale is dated _____, 20__.

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Questions may be addressed to the County [through its financial advisor] using the contact information below: [name], [address] (telephone () _____; email: _____).

EXHIBIT D

FORMS OF OFFICIAL NOTICE OF SALE

[FORM FOR COMPETITIVE PUBLIC OFFERING]

OFFICIAL NOTICE OF SALE

\$ _____*

JASPER COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 202_

(BOOK-ENTRY-ONLY)

ELECTRONIC BIDS for the purchase of the \$ _____* General Obligation Bonds, Series 202_, of Jasper County, South Carolina (the “**Bonds**”) will be received by Jasper County, South Carolina (the “**County**”), in the Office of the Jasper County Administrator, 358 Third Avenue, Ridgeland, South Carolina 29936 until __:00 a.m. (Eastern Time) on _____, 202_ (the “**Sale Date**”) (unless postponed as provided herein).

PARITY[®] *Only*. The County will only accept electronic bids submitted through the BiDCOMP/Parity Electronic Bid Submission System (“*PARITY*[®]”). No other form of bid or provider of electronic bidding services will be accepted. Information about the electronic bidding services of *PARITY*[®] may be obtained from IPREO, Municipal Services, telephone (212) 404-8102, or parity@ipreo.com.

Purpose. The Bonds are being issued for the purpose of providing funds: (i) to defray the costs of (a) re renovating, improving and equipping the certain County facilities and buildings, (b) constructing, renovating, and improving various County boat landings, (c) constructing, renovating, improving and equipping various County recreation facilities; and (d) acquisition of real properties for future County facilities, and (ii) to pay the costs of issuance of the Bonds.

Authorization. The issuance of the Bonds is authorized pursuant to the provisions of Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and a bond ordinance of the County Council of Jasper County, the governing body of the County, dated _____, 2026 (the “**Bond Ordinance**”).

Security. The Bonds are general obligations of the County secured by an irrevocable pledge of the full faith, credit, and taxing power of the County. There shall be levied and collected annually in the same manner as other property taxes are levied and collected, an *ad valorem* tax, without limit as to rate or amount, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Description of the Bonds. The Bonds will initially be subject to a system of book-entry registration maintained by The Depository Trust Company, New York, New York (“**DTC**”). Principal of the Bonds when due will be paid upon presentation and surrender of such Bonds at the Corporate Trust Office of the Paying Agent, as identified herein. The Bonds will be dated the date of delivery thereof, and bear interest from their dated date at a rate or rates to be named by the

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

successful bidder (the “**Purchaser**”). Interest on the Bonds will be payable on ____ 1 and ____ 1 of each year commencing ____ 1, 20__ . Interest on the Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Both principal of and interest on the Bonds will be paid in any coin or currency of the United States of America, which, at the time of payment, is legal tender for the payment of public and private debts. The Bonds will be issued in denominations of \$1,000 or any multiple thereof. The Bonds will mature on ____ 1 (the “**Annual Principal Payment Date**”) in the years and principal amounts as follows:

____ 1	Principal Amount*
--------	----------------------

* Preliminary, subject to adjustment as set forth herein.

Optional Redemption. [The Bonds maturing on or prior to [____] 1, 20__ are not subject to option redemption prior to their maturity date. The Bonds maturing after [____] 1, 20__, are subject to redemption, in whole or in part, at any time in any order of maturity to be determined by the County, on and after [____] 1, 20__ at the redemption price of par plus accrued interest to the date fixed for redemption.]

Term Bonds. Bidders may designate in their bid two or more consecutive annual principal payments as a term bond which matures on the last Annual Principal Payment Date of the sequence. Any term bond so designated must be subject to mandatory sinking fund redemptions in each year on the Annual Principal Payment Dates such that the principal amounts subject to mandatory sinking fund redemption match the principal amounts scheduled to mature as set forth in the table above* and equal, together with the principal amount of such term bond due at its maturity, the principal amount of the term bond. There is no limitation on the number of term bonds.

Adjustments to Principal Amounts of the Bonds. As promptly as reasonably possible after the bids are received, the County will notify the bidder to which the Bonds will be awarded, if and when such award is made, and such bidder, upon such notice, shall advise the County of the initial public offering prices of each maturity of the Bonds (the “**Initial Reoffering Prices**”). The Initial Reoffering Prices of the Bonds will be used to calculate the final maturity schedules and the final aggregate principal amount of the Bonds (the “**Final Amounts**”), which schedules and aggregate principal amount are subject to adjustment in the discretion of the County to achieve the County’s debt service objectives and to comply with State law. The Purchaser may not withdraw its bid or

* Preliminary, subject to adjustment as set forth herein.

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

change the interest rates bid or the Initial Reoffering Prices as a result of any changes made to the revised amounts.

The dollar amount bid by the Purchaser will be adjusted to reflect any adjustments in the aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and original issue discount or premium, if any, but will not change the selling compensation per \$1,000 of par amount of the Bonds from the selling compensation that would have been received based on the purchase price for the Bonds of the winning bid and the Initial Reoffering Prices. The interest rate specified by the Purchaser for each maturity of the Bonds at the Initial Reoffering Prices for such maturity will not change.

The Final Amounts and the adjusted purchase price will be communicated to the Purchaser as soon as possible, but no later than 5:00 p.m. (Eastern Time) on the Sale Date.

Electronic Bidding Procedures. Bids to purchase Bonds (all or none) must be submitted electronically via PARITY[®]. Bids will be communicated electronically to the County at _____ (Eastern Time) on the Sale Date. Prior to that time, a prospective bidder may (i) submit the proposed terms of its bid via PARITY[®], (ii) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds or (iii) withdraw its proposed bid. Once the bids are communicated electronically via PARITY[®] to the County, each bid will constitute an irrevocable and unconditional offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on PARITY[®] shall constitute the official time. The County will not accept bids by any means other than electronically via PARITY[®].

Disclaimer. Each prospective bidder shall be solely responsible for submitting its bid via PARITY[®] as described above. Each prospective bidder shall be solely responsible to make necessary arrangements to access PARITY[®] for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither the County nor PARITY[®] shall have any duty or obligation to provide or assure access to PARITY[®] to any prospective bidder, and neither the County nor PARITY[®] shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY[®]. The County is using PARITY[®] as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of PARITY[®] to the effect that any particular bid complies with the terms of this Official Notice of Sale and in particular the "CONDITIONS OF SALE" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their submission of bids via PARITY[®] are the sole responsibility of the bidders; and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, the bidder should telephone PARITY[®] at (212) 849-5023 and notify the County's financial advisor, _____, [Name], by telephone at (____) - _____. To the extent any instructions or directions set forth in PARITY[®] conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about PARITY[®], potential bidders may contact PARITY[®] at i-Deal (212) 849-5023.

EXHIBIT D

FORMS OF OFFICIAL NOTICE OF SALE

CONDITIONS OF SALE

Bidders are invited to name the rate or rates of interest which the Bonds are to bear, and unless all bids are rejected, they will be awarded to the bidder offering to purchase them at the lowest interest cost (as defined below) to the County at a price of not less than par. Bidders may name any number of rates of interest, in any variations selected by the bidder except that:

- (1) all Bonds of the same maturity must bear the same rate of interest and yield;
- (2) no rate of interest named shall be more than seven (7.00) percentage points;
- (3) a zero (0.0) percentage point rate of interest is not permitted;
- (4) any premium offered must be paid in cash as a part of the purchase price; and
- (5) all bids must be for no less than 100% of the par value of the Bonds.

By submitting a bid, each bidder represents that the bidder's proposal is genuine, and not a sham or collusive, and is not made in the interest of or on behalf of any person not therein named, the bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding, and the bidder has not in any manner sought by collusion to secure for it an advantage over any other bidder. By submitting a bid for the Bonds, each bidder also represents and warrants to the County that (i) it has an established industry reputation for underwriting new issuances of municipal bonds; and (ii) such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such bidder by an officer or agent who is duly authorized to bind the bidder to a legal, valid and enforceable contract for the purchase of the Bonds.

[No Good Faith Deposit. No good faith deposit shall be required.]

[Bond Insurance. The Bonds are being offered without bond insurance or any third-party credit enhancement. Bids may not be conditioned upon qualification for or the receipt of any bond insurance and no bid that is contingent on the use of bond insurance will be accepted.]

Basis of Award. The Bonds will be awarded to the bidder offering to purchase all of the Bonds at the lowest interest cost to the County. The lowest interest cost shall be determined in accordance with the true interest cost (TIC) method. In the event two or more bidders offer to purchase the Bonds at the same lowest TIC, the County will award the Bonds to one of such bidders based upon which bid was received first, as determined by reference to the time stamp displayed on PARITY®. Once communicated from PARITY® to the County, Bids submitted may not be withdrawn prior to the award.

Issue Price Determination. The County expects that the bid for the Bonds will satisfy the federal tax requirements for a qualified competitive sale of bonds, including, among other things, receipt of bids for the Bonds from at least three underwriters, who have established industry reputations for underwriting new issuances of municipal bonds (a "**Qualified Competitive Bid**"). The County will advise the successful bidder as promptly as possible after the bids are opened

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

whether the bid constitutes a Qualified Competitive Bid, or, in the alternative, a bid that fails to satisfy such requirements (a “*Nonqualified Competitive Bid*”). **It is noted that procedures for a Nonqualified Competitive Bid may require the winning bidder of the Bonds and, if applicable, other underwriters of the Bonds, to hold the initial offering prices for certain maturities of the Bonds for up to five business days after the sale date, as further specified in the form of such certification.**

Reoffering Price Certification. The Purchaser must deliver to the County at closing an “issue price” or similar certificate setting forth the reasonably expected initial reoffering price to the public of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, if the bid constitutes a Qualified Competitive Bid or as Exhibit B, if the bid constitutes a Nonqualified Competitive Bid, with such modifications as may be appropriate or necessary, in the reasonable judgement of the Purchaser, the County, and Bond Counsel.

Acceptance or Rejection of Bids. Bids will be accepted or rejected promptly after receipt and not later than 2:00 p.m. (Eastern Time) on the Sale Date.

Rights Reserved. The County reserves the right to reject any and all bids and to reject any bids not complying with this Official Notice of Sale. The County also reserves the right to waive any irregularity or informality with respect to any bid.

Right to Change this Official Notice of Sale and to Postpone Offering. The County reserves the right to make changes to this Official Notice of Sale and also reserves the right to postpone, from time to time, the date and time established for the receipt of bids. Any such postponement will be announced via Thomson Municipal News, Bloomberg, or other electronic information service. If canceled, the sale may be thereafter rescheduled within 60 days of the date of the publication of this Official Notice of Sale, and notice of such rescheduled date of sale will be posted at least 48 hours prior to the time for receipt of bids through Thomson Municipal News, Bloomberg, or other electronic information service. On any such alternative sale date and time, any bidder may submit an electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the date and time of sale and except for any changes announced over Thomson Municipal News, Bloomberg, or other electronic information service at the time the sale date and time are announced.

Delivery of Bonds. The Bonds will be delivered through the facilities of DTC on or about _____, 20__, against payment of the purchase price therefor in federal funds.

Documents to be Delivered at Closing. The County will furnish, without cost to the Purchaser, the Bonds, an opinion as to their validity by Pope Flynn, LLC, Columbia, South Carolina, Bond Counsel, and the usual closing documents, which will include a certificate that there is no litigation pending restraining or enjoining the issuance and delivery of the Bonds.

Tax Opinion. The opinion of Bond Counsel will also state that (a) interest on the Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “*Code*”), and is not an item of tax preference for purposes of the federal alternative minimum tax; and (b) the Bonds and the interest thereon are exempt from all State,

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

county, municipal, school district and all other taxes or assessments imposed within the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes. The opinion will further state that the Code establishes certain requirements which must be met subsequent to the issuance and delivery of the Bonds in order that interest on the Bonds remains excluded from gross income for federal income tax purposes. Noncompliance may cause interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds, regardless of the date on which such noncompliance occurs or is ascertained. The County has covenanted to comply with the requirements of the Code in the Bond Ordinance pursuant to which the Bonds are issued and, in rendering its opinion, Bond Counsel will assume compliance with such covenants.

[Bank Qualified. The County has designated the Bonds as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

CUSIP Numbers. It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the Purchaser thereof to accept delivery of and pay for said Bonds in accordance with the terms of its proposal. The County’s financial advisor will timely apply for CUSIP numbers with respect to the Bonds as required by MSRB Rule G-34. All expenses of preparation of the Bonds shall be paid by the County, but the CUSIP Global Services charge for the assignment of the numbers shall be paid by the Purchaser.

Registrar and Paying Agent. _____, shall serve as Registrar and Paying Agent for the Bonds. So long as the Bonds remain outstanding in book-entry form with DTC, all payments of principal and interest with respect to the Bonds shall be through the facilities of DTC.

Official Statement. The Preliminary Official Statement dated on or about _____, 202_ (the “**Preliminary Official Statement**”) has been prepared by and deemed final by the County for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission (the “**Rule**”) but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. The Preliminary Official Statement is available via _____. The County designates the Purchaser as its agent for purposes of distributing copies of the final Official Statement. The Purchaser agrees to (i) accept such designation, and (ii) assure proper dissemination of the final Official Statement. The County will prepare and provide to the Purchaser, within seven business days after the sale date, a mutually agreed upon number of printed copies of the final Official Statement. 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.

Continuing Disclosure: In order to assist the Purchaser in complying with the provisions of the Rule, the County will undertake, pursuant to the Bond Ordinance and a Continuing Disclosure Undertaking, to provide certain annual information reports and notices of certain

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

In accordance with Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County has covenanted in the Bond Ordinance authorizing the issuance of the Bonds to file for availability in the secondary bond market when requested an annual independent audit, within thirty (30) days of the County's receipt of the audit; and event-specific information, within thirty (30) days of an event adversely affecting more than five percent (5%) of the County's revenue or tax base. The only remedy for failure by the County to comply with this covenant shall be an action for specific performance. Moreover, the County has specifically reserved the right to amend the covenant to reflect any change in such Section 11-1-85 without the consent of any bondholder.

Additional Information. Persons seeking additional information should communicate with (i) Kimberly Burgess, Director of Administrative Services Division (Jasper County), PO Box 1149, Ridgeland, SC 29936 (telephone (843) 717-3692; email kburgess@jaspercountysc.gov); (ii) Lawrence E. Flynn III, Pope Flynn, LLC, bond counsel, 1411 Gervais Street, Columbia, South Carolina 29201 (telephone: (803) 354-4902; email: lflynn@popeflynn.com); or (iii) [name], financial advisor to the County with respect to the offering of the Bonds, [address] (telephone () _____; email: _____).

JASPER COUNTY, SOUTH CAROLINA

Official Notice of Sale dated:

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

EXHIBIT A TO OFFICIAL NOTICE OF SALE

CERTIFICATE AS TO ISSUE PRICE

FORM OF ISSUE PRICE CERTIFICATE FOR QUALIFIED COMPETITIVE BID

\$ _____^{*}
JASPER COUNTY, SOUTH CAROLINA
GENERAL OBLIGATION BONDS
SERIES 202_

The undersigned, a duly authorized officer of _____, as the purchaser (the “**Purchaser**”) of the above-captioned obligations (the “**Bonds**”) issued by Jasper County, South Carolina (the “**County**”), represents and certifies, to establish the “issue price” of the Bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and certain other matters, as follows:

1. Reasonably Expected Initial Offering Prices.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A-1 (the “**Expected Offering Prices**”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule A-2 is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

(d) The Purchaser has an established industry reputation for underwriting new issuances of municipal 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

* Subject to adjustment as set forth in the Official Notice of Sale.

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

means any two or more persons who have greater than 50% 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 _____, 20__.

(d) “*Underwriter*” as used herein means (1) any person that agrees pursuant to a written contract with the County (or with the lead Underwriter to form a syndicate) to participate in the initial sale of the Bonds to the Public, and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) 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 the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Code and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Pope Flynn, LLC, as bond counsel to the County, 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.

Signed this ____ day of _____, 202_.

[Purchaser]

By: _____
Name: _____
Title: _____

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A-1

Expected Offering Prices

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A-2

Copy of Winning Bid

FORMS OF OFFICIAL NOTICE OF SALE

EXHIBIT B TO OFFICIAL NOTICE OF SALECERTIFICATE AS TO ISSUE PRICEFORM OF ISSUE PRICE CERTIFICATE FOR NONQUALIFIED COMPETITIVE BID

\$ _____^{*}
 JASPER COUNTY, SOUTH CAROLINA
 GENERAL OBLIGATION BONDS
 SERIES 20__

The undersigned, a duly authorized officer of _____, as the purchaser (the “**Purchaser**”) of the above-captioned obligations (the “**Bonds**”) issued by Jasper County, South Carolina (the “**County**”), represents and certifies, to establish the “issue price” of the Bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and certain other matters, that:

1. **Sale of the General Rule Maturities.** As of the date of this certificate (this “**Certificate**”), for each Maturity of the General Rule Maturities, the first price at which 10% of such Maturity was sold by _____ to the Public is the respective price listed in Schedule A.

2. **Initial Offering Price of the Hold-the-Offering-Price Maturities.**

(a) _____ offered the Hold-the-Offering Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Official Notice of Sale and bid award, the _____ has agreed in writing that, (1) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (2) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to the foregoing, no Underwriter has offered or sold any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. **Defined Terms.**

(a) “**General Rule Maturities**” means those Maturities of each series of the Bonds shown in Schedule A hereto as the “**General Rule Maturities**.”

* Subject to adjustment as set forth in the Official Notice of Sale.

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

(b) **“Hold-the-Offering-Price Maturities”** means those Maturities of each series of the Bonds listed in Schedule A hereto as the **“Hold-the-Offering-Price Maturities.”**

(c) **“Holding Period”** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (1) the close of the fifth business day after the Sale Date, or (2) the date on which _____ has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

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

(e) **“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.

(f) **“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 _____, 20__.

(g) **“Underwriter”** means (1) 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 (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) 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 the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Code and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Pope Flynn, LLC, as bond counsel to the County, 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.

Signed this ____ day of _____, 202__.

[PURCHASER]

By: _____
Name: _____
Title: _____

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule A

Expected Initial Offering Prices of the Bonds

EXHIBIT D
FORMS OF OFFICIAL NOTICE OF SALE

Schedule B

Copy of Winning Bid

AGENDA
ITEM #9E



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:	June 15, 2026
Project:	Zoning Text Amendment – Jasper County Zoning Ordinance, Article 5, <i>Zoning District Regulations</i> ; Article 6, <i>Use Regulations</i> ; Article 7, <i>Primary Districts</i> ; Article 8, <i>Special Purpose Districts</i> ; Article 11, <i>Conditional Use Review and Regulations</i> ; Article 15, <i>Sign Standards</i> ; and Zoning Map Amendments within the Euhaw Broad River Planning Area
Submitted For:	3 rd Reading
Planning Commission Recommendation:	Planning Commission reviewed the proposed changes to the EOD Ordinance at their February 10, 2026 Meeting and recommends approval of the changes

Description: This Ordinance will amend Articles 5, 6, 7, 8, 11, and 15 of the Jasper County Zoning Ordinance to create the Village Commercial Zoning District and the Euhaw Overlay District. The Ordinance includes use regulations, design guidelines, and development standards for the new Village Commercial Zoning District and the Euhaw Overlay District. This Ordinance also amends the Jasper County Official Zoning Map to designate certain properties along Highway 462 as Village Commercial and creates the boundary of the Euhaw Overlay District. The 1st Reading of this Ordinance was approved on July 5, 2024 and the 2nd Reading was approved on April 20, 2026.

Analysis: Since the 2nd Reading and at the Council’s direction, a few revisions have been made, and the boundary of the overlay district has been made smaller. The latest revisions include the following:

Article 6 – Use Chart Modifications:

- Use Chart, Sector 71391, Golf Courses, revised from a “permitted” use to “not permitted” in the Residential and Residential, Ridgeland Lakes Zoning Districts; revised from a “permitted use” to a “conditional use” in Rural Preservation and Resource Conservation Zoning Districts.

Article 8:9 – Euhaw Overlay District Modifications:

- Section 8:9.4 Riparian Buffer and Setback Table, reduced individual septic tank and drain field setbacks from wetlands as follows:
 - Critical Areas (coastal waters) from 125' to 100'
 - All other wetlands from 100' to 75'

Defined Multi Unit Wastewater Treatment System (added footnote #2).

- Section 8:9.4. Design and Development Standards #6.K, increased building size for non-residential buildings to 5,000 square feet without requiring a 2nd floor.
- Section 8:9.6, PDD Standards, provided an exemption for properties that have water & sewer and defined net density.

Article 11:7, Conditional Use Regulations Modifications:

- Section 11:7.24, Added conditions for Golf Courses, Sector 71391

Jasper County Official Zoning Map Modifications:

- Reduced the boundary for the Euhaw Overlay District
- Removed the Okeetee Club property from the EOD
- Removed 2 properties along Highway that are adjacent to I-95 from the proposed re-zoning, leaving as Community Commercial.

Planning Commission Recommendation: The Planning Commission has reviewed the proposed ordinance 5 times including all of the major modifications along the way and recommends approval of this Ordinance.

Attachments:

1. Story Map showing map modifications
2. Ordinance
3. Articles 5, 6, 7, 8, 11 and 15 of the Jasper County Zoning Ordinance with proposed changes.
 - No changes were made to Articles 5, 7, and 15



Euhaw Broad River

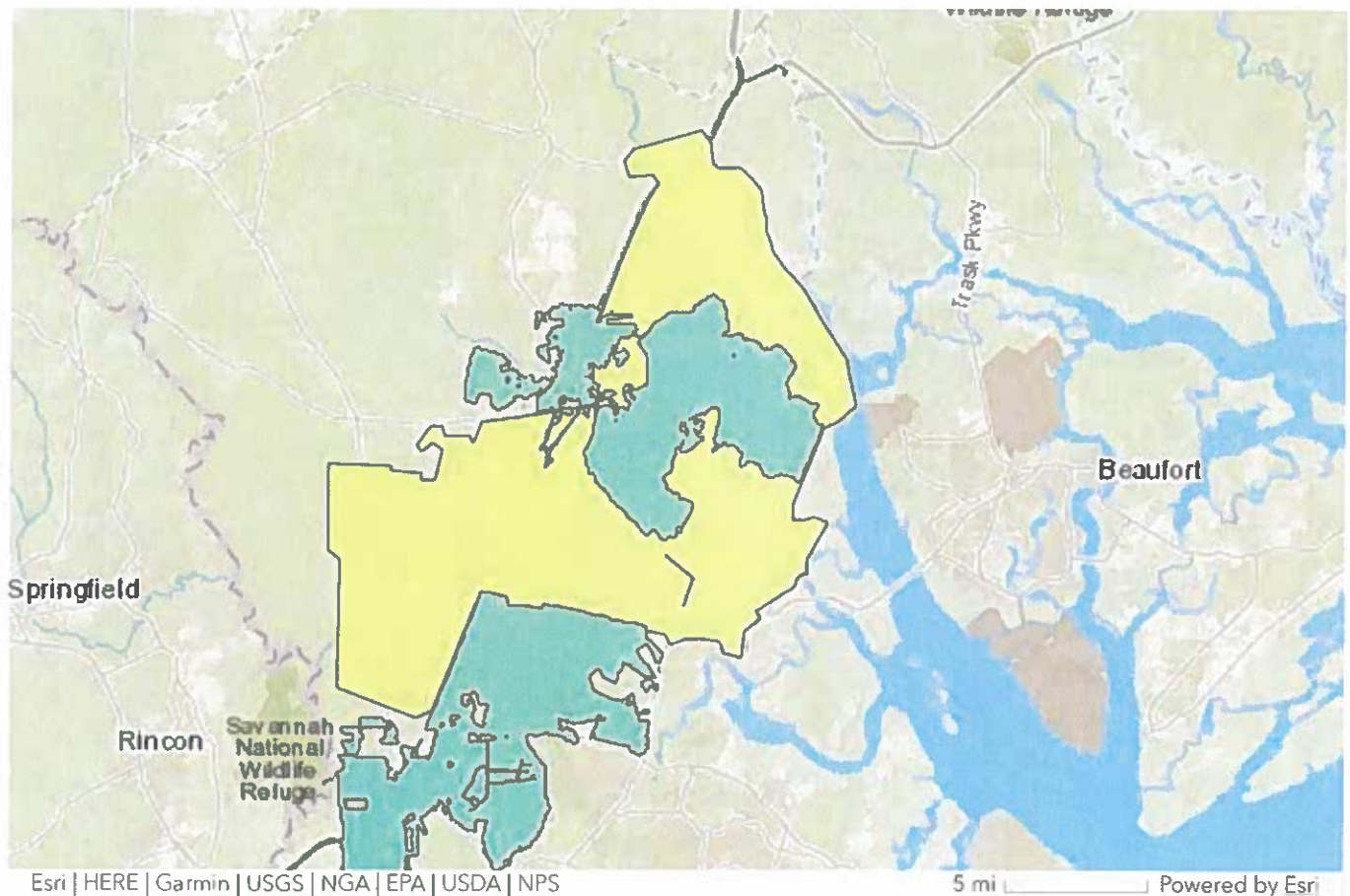
May 1, 2026

About

In 2023, the Jasper County Council enacted a development moratorium for the Euhaw/Broad River planning area, located generally east of I-95, to address development pressures and growth

concerns for this area. In response to these concerns, Jasper County is proposing updates to portions of the zoning ordinance, which regulates growth and development in unincorporated Jasper County. These updates include new zoning district, development standards, and modifications to the current zoning map.

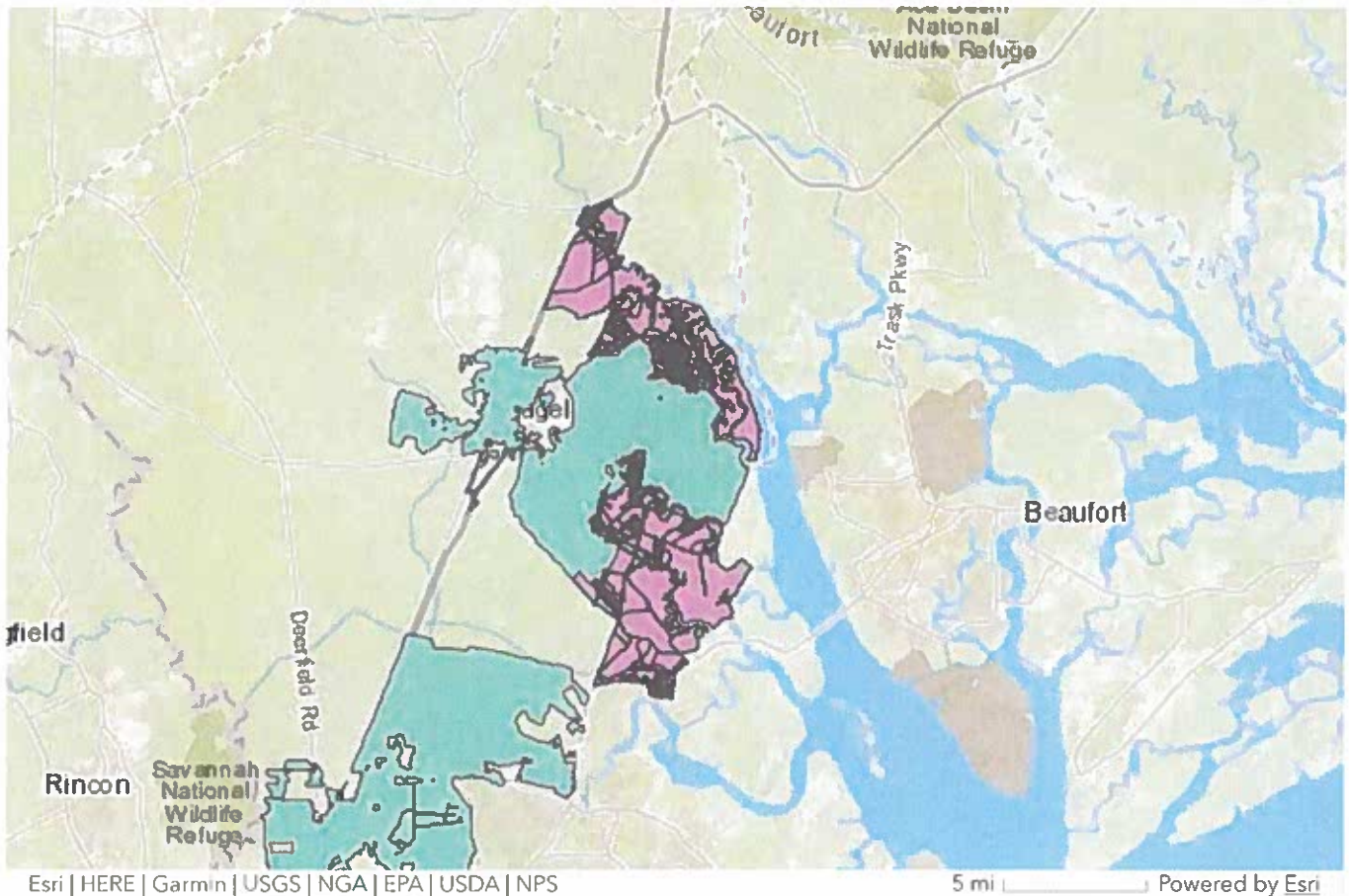
Euhaw Overlay District



Original Proposed Euhaw / Broad River Project Area

This map shows the full extent of the original proposal for the Euhaw / Broad River zoning overlay district in yellow. A **zoning overlay district** is a planning tool that **adds regulations or incentives on top of existing zoning** for a specific geographic area. It does not replace the base zoning but supplements it, meaning that properties within the overlay must comply with both the underlying zoning rules and the additional overlay requirements.

The overlay district identifies the parcels under consideration as part of the proposed study and zoning update area. Municipal boundaries (Ridgeland and Hardeeville) are also shown for reference and are symbolized in mint green. The proposed overlay district will apply only to the unincorporated areas of Jasper County.



Euhaw Overlay District – Revised Area

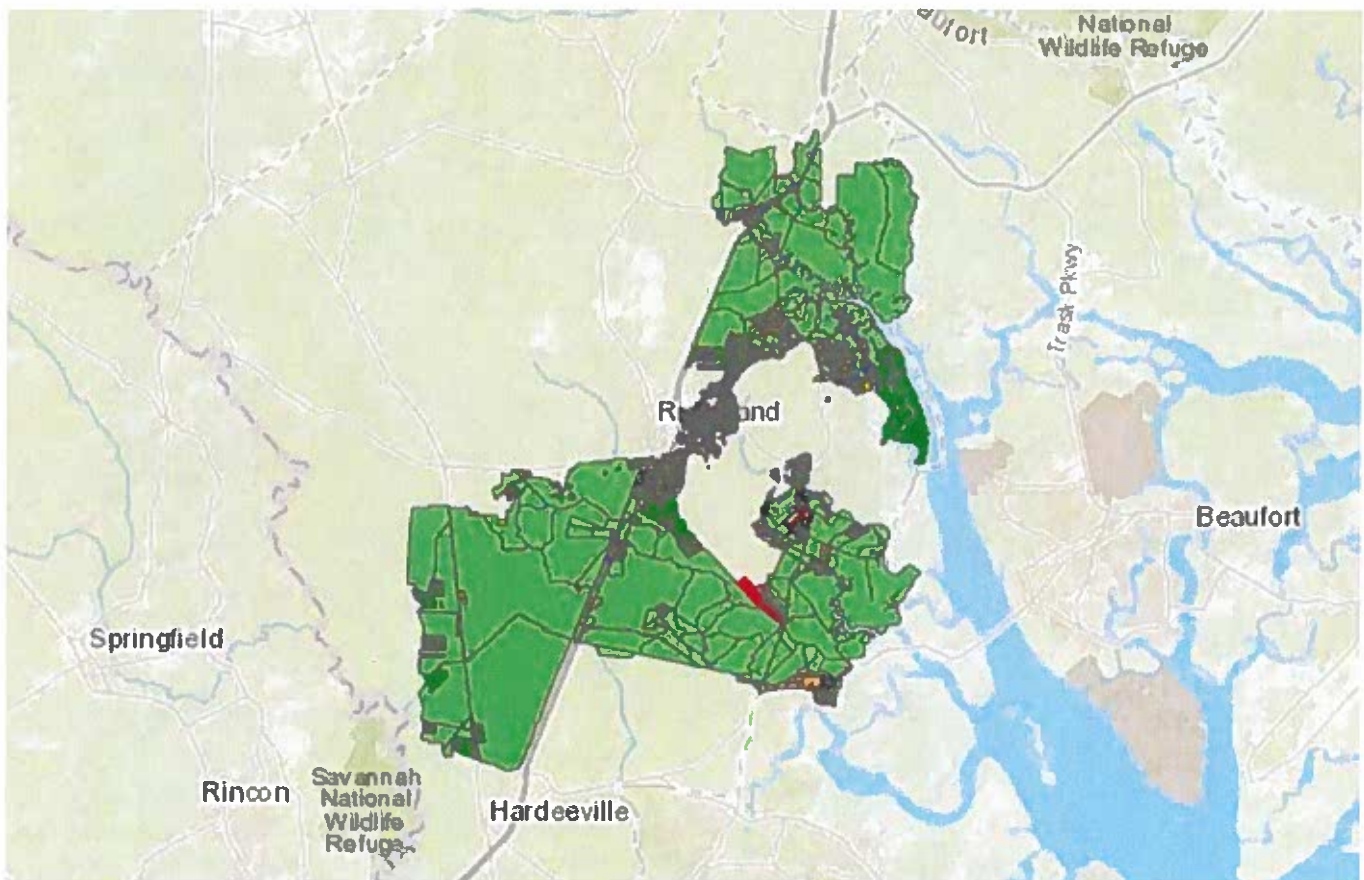
After extensive community feedback and under the direction of the County Council, the Euhaw Overlay District was revised, as shown on this map. The original proposed overlay area included approximately **3,956 parcels** and **90,177 acres**. After revisions, the adjusted overlay district includes approximately **1,753 parcels** and **26,838 acres**.

This revision removed approximately **2,203 parcels** and **63,339 acres** from the original proposed overlay district area. Overall, the

adjusted overlay represents a reduction of approximately **55.7% by parcel count** and **70.2 % by acreage**.

The revised overlay district boundary provides a more focused overlay area and more clearly reflects the portion of unincorporated Jasper County proposed to remain subject to the Euhaw Overlay District standards.

Euhaw Broad River Zoning Changes



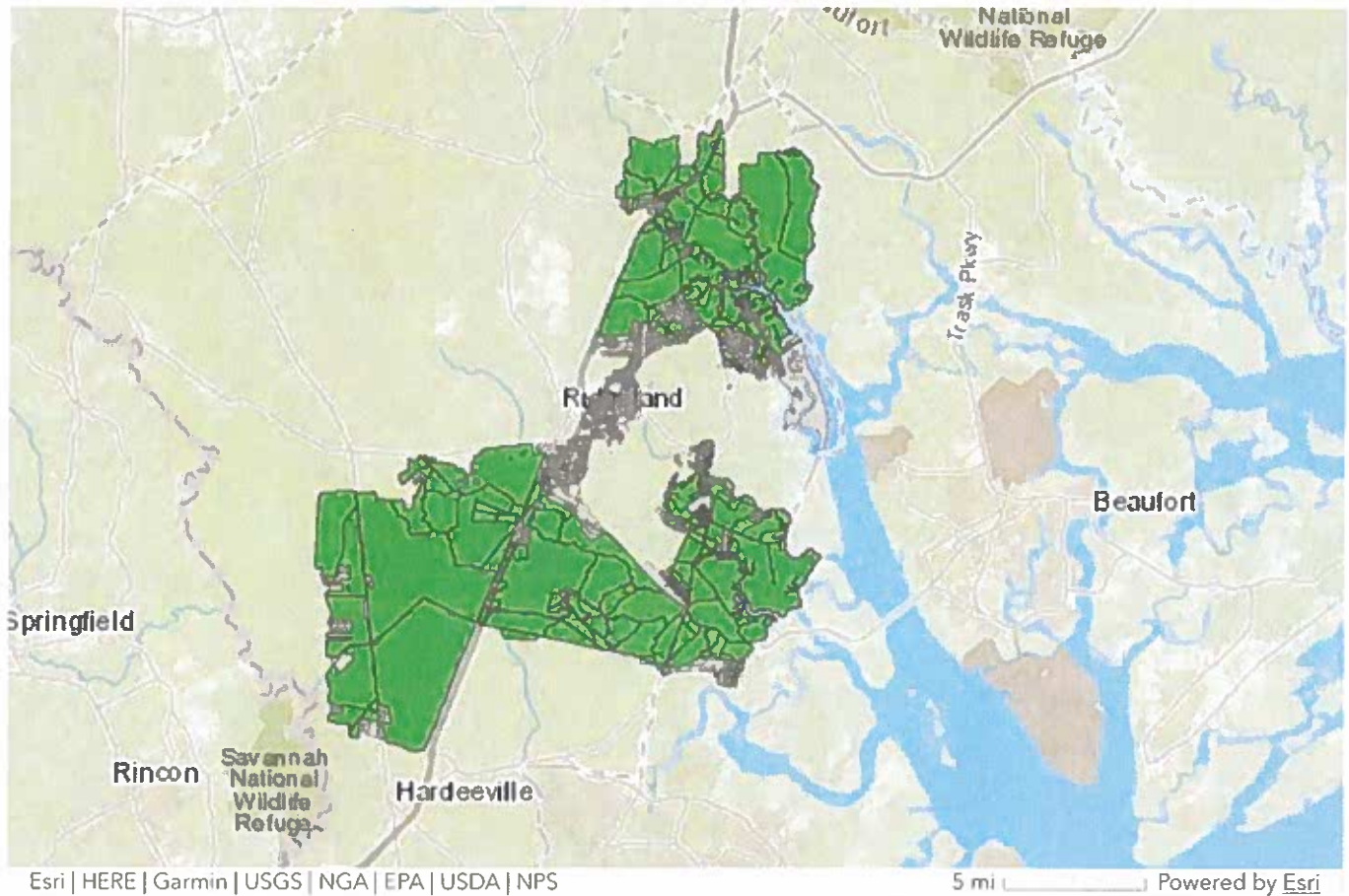
Esri | HERE | Garmin | USGS | NGA | EPA | USDA | NPS

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Proposed Zoning Map Changes – Original

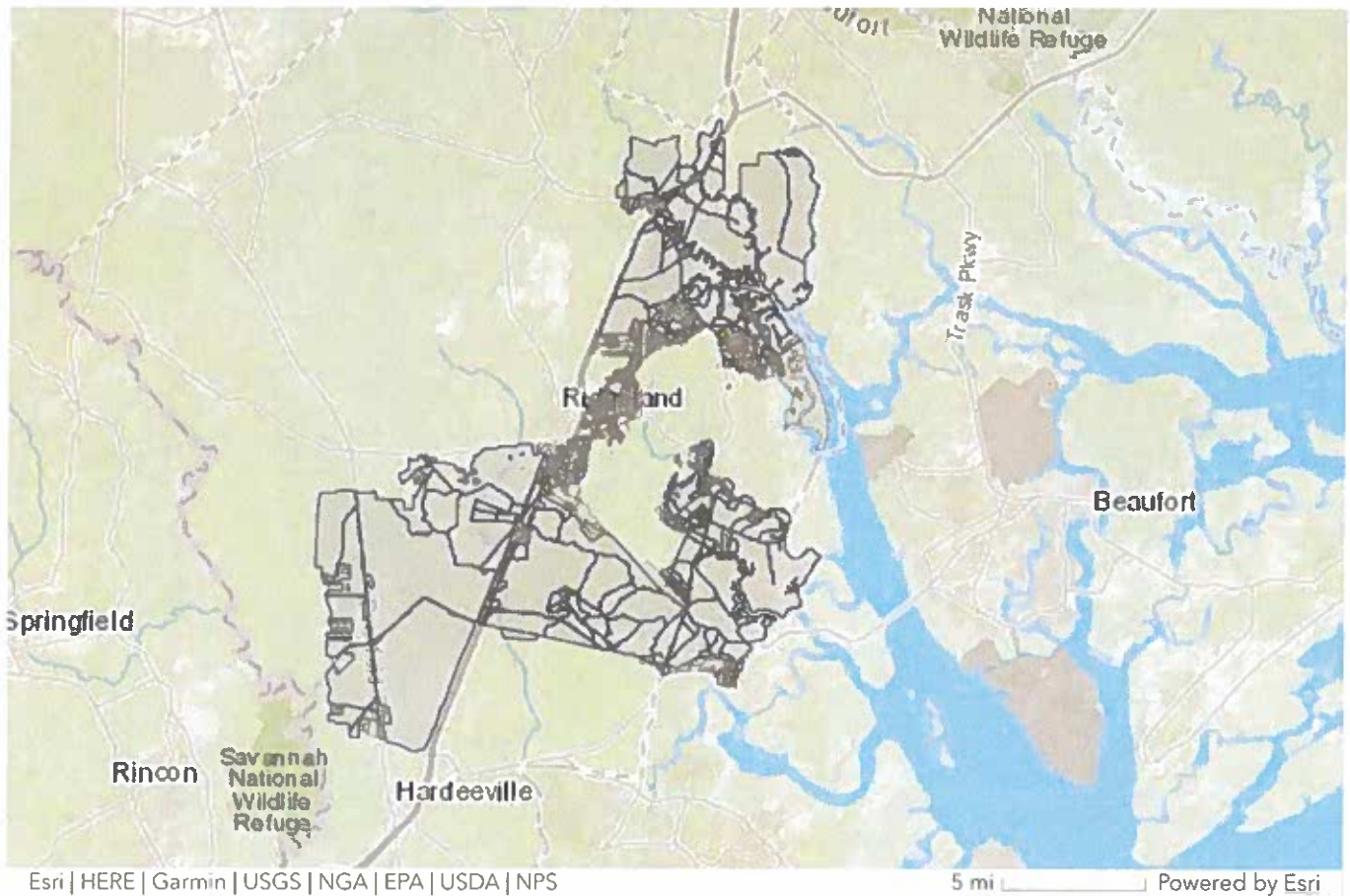
The original recommendations included the creation of two new zoning districts, Rural Preservation 10 (RP-10) and Village Commercial. This map displays the previously proposed zoning changes within the same original proposed Euhaw / Broad River project area. The municipal areas removed to provide a clearer view

of the parcels and overlay area located within unincorporated Jasper County, which is the area subject to the proposed zoning updates.



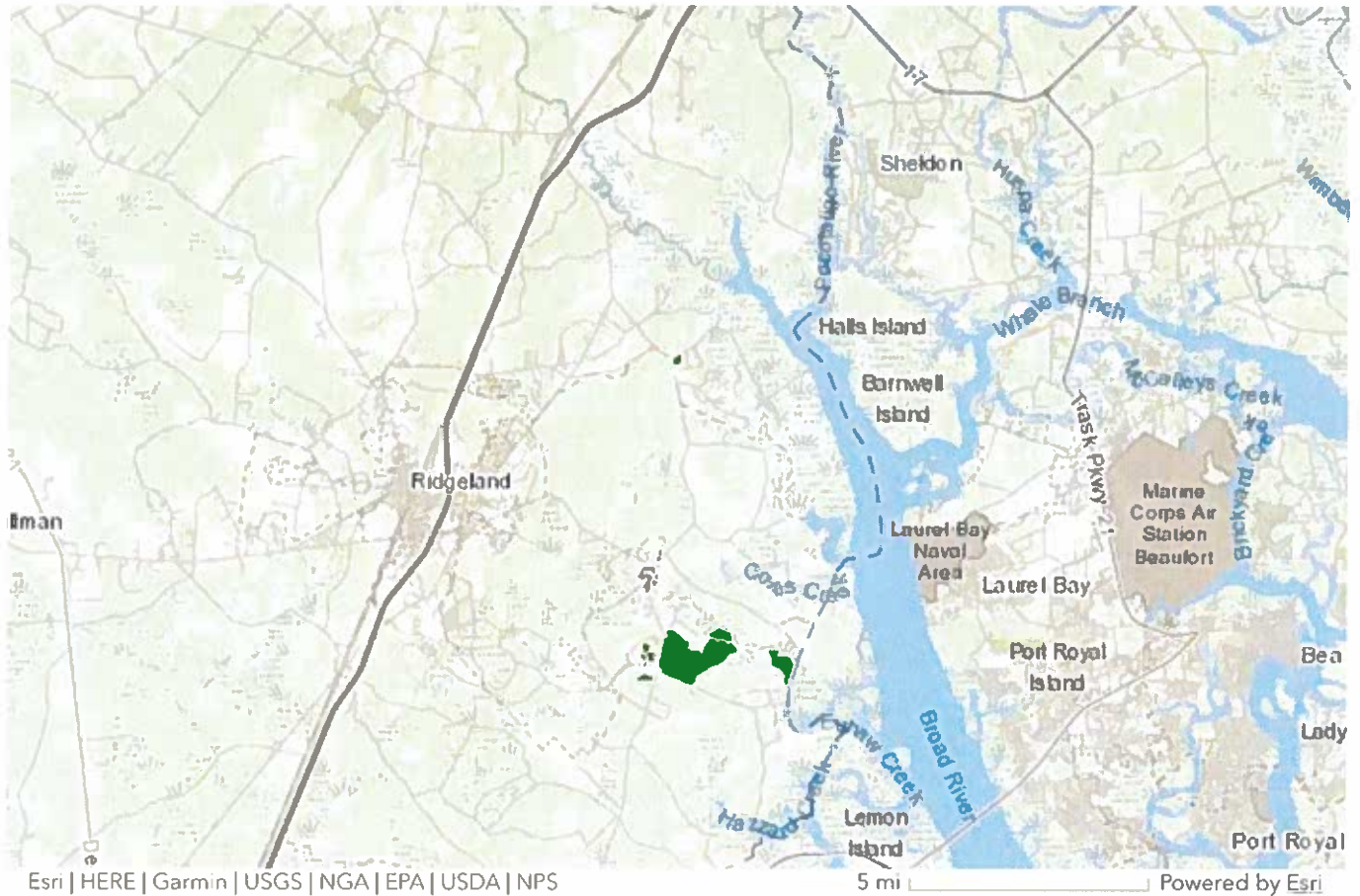
Historic Proposed Zoning Before RP-10 Revisions

This map shows the historic proposed zoning pattern before revisions related to RP-10 were made. Parcels where the zoning was not proposed to change are symbolized in transparent gray, allowing the map to emphasize the parcels that were affected by the earlier proposed zoning changes.



Proposed Zoning Map Changes – Revised

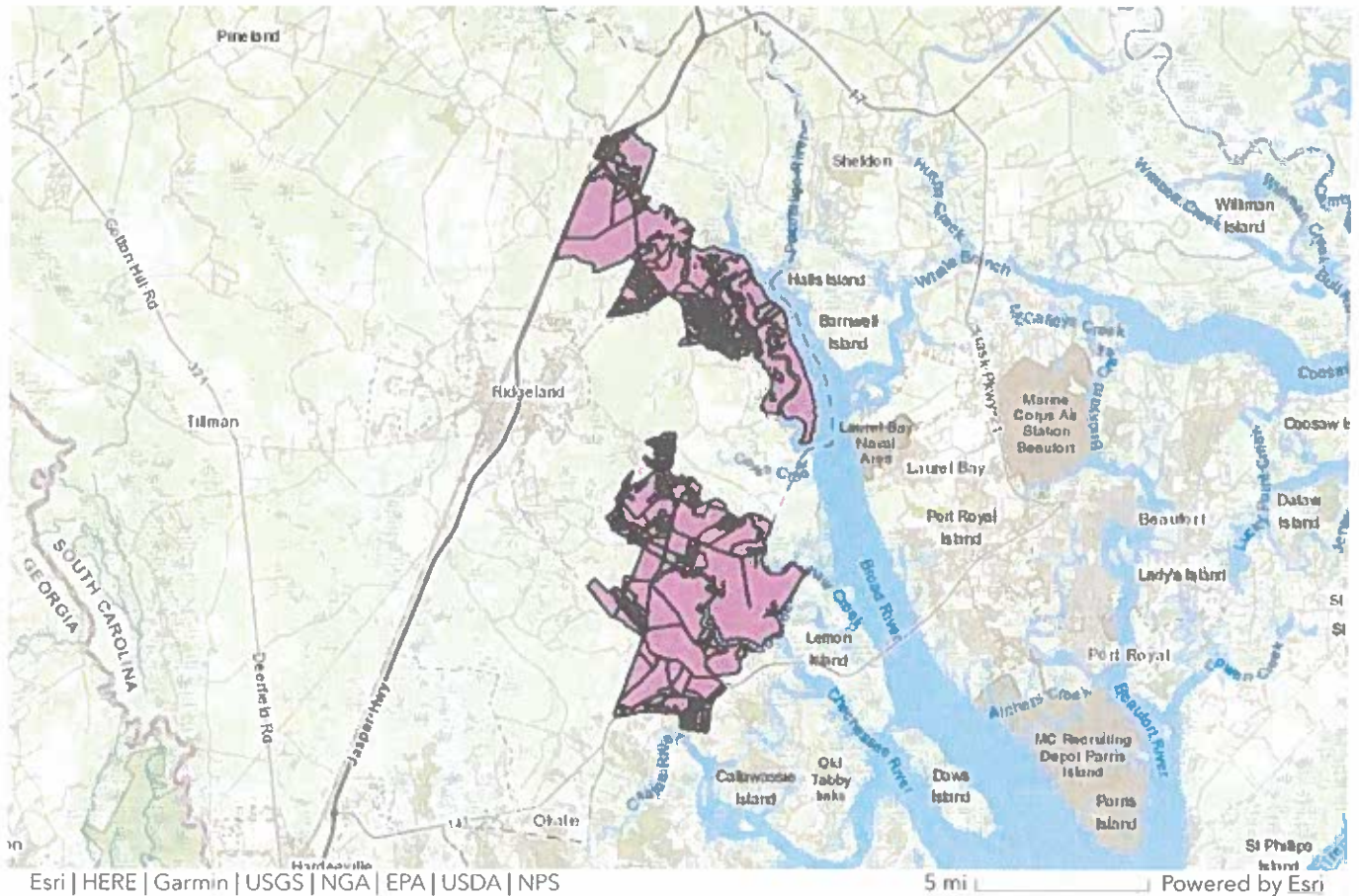
After extensive community feedback and under the direction of the County Council, the proposed zoning changes were revised, as shown on this map. The new zoning district, RP-10, was removed from consideration. Parcels without a proposed change in zoning are shown in transparent gray. This view helps distinguish the parcels that remain under consideration for zoning changes from those that are no longer proposed to change.



Proposed Zoning Map Changes – Revised (Focused View)

This map shows the set of parcels where zoning changes are currently under considered. This frame represents the most focused view of the parcels under consideration as part of the proposed zoning update. The proposal includes 80 parcels to be rezoned from the original proposed list of 209 parcels.

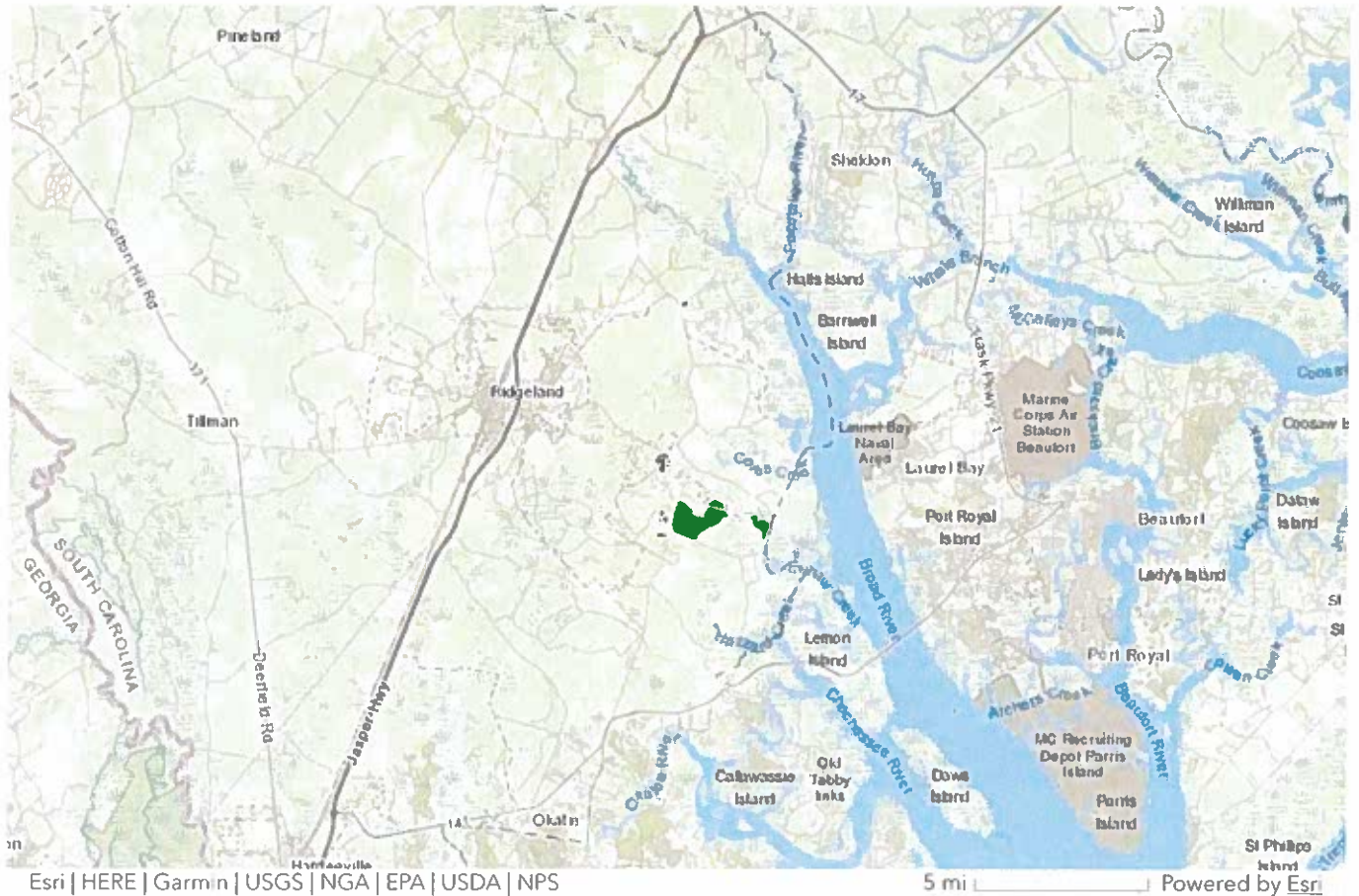
Refined Proposal Summary



Refined Overlay District Coverage Area

This map shows the refined boundary for the proposed Euhaw Overlay District. The original proposed overlay included approximately **3,956 parcels** and **90,177 acres**. After revisions, the adjusted overlay district includes approximately **1,753 parcels** and **26,838 acres**.

As a result, the refined overlay removes approximately **2,203 parcels** and **63,339 acres** from the original proposed area. This represents a reduction of approximately **55.7% by parcel count** and **70.2% by acreage**.



Proposed Parcels with Zoning Changes

This map shows the final set of parcels within the project area where zoning changes are still being considered. Parcels proposed for **RP-10** are excluded from this view, so the map focuses only on parcels with an active proposed zoning change.

The proposal has been narrowed from the original list of **209 parcels** to **80 parcels** proposed for rezoning. This removes **129 parcels** from the original zoning change list, representing a reduction of approximately **61.7%**.

This slide provides the most focused view of the remaining parcels under consideration as part of the proposed zoning update.

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

ORDINANCE #O-2025-33

AN ORDINANCE
OF JASPER COUNTY COUNCIL

TO AMEND JASPER COUNTY ZONING ORDINANCE, ARTICLE 5, *ZONING DISTRICT REGULATIONS*, TO ADD ONE (1) NEW PRIMARY ZONING DISTRICT, VILLAGE COMMERCIAL (VC), ONE (1) NEW OVERLAY DISTRICT, EUHAW OVERLAY DISTRICT (EOD); AMEND ARTICLE 6, *USE REGULATIONS*, TO ADD USES FOR THE VC ZONING DISTRICT; AMEND ARTICLE 7, *PRIMARY DISTRICTS*, TO ADD LOT SIZE, LOT WIDTH, AND SETBACK REQUIREMENTS FOR VC ZONING DISTRICT, AMEND MINIMUM LOT WIDTH REQUIREMENTS IN OTHER ZONING DISTRICTS, AND AMEND RIPARIAN BUFFER REQUIREMENTS; AMEND ARTICLE 8, *SPECIAL PURPOSE DISTRICTS*, TO ADD A NEW SECTION, ARTICLE 8:9 EUHAW OVERLAY DISTRICT, WHICH INCLUDES DESIGN STANDARDS AND REQUIREMENTS FOR THE EUHAW OVERLAY DISTRICT (EOD); AMEND ARTICLE 11, *CONDITIONAL USE REVIEW AND REGULATIONS*, TO ADD CONDITIONS FOR CERTAIN USES; AMEND ARTICLE 15, *SIGN REGULATIONS* TO ADD STANDARDS FOR THE VC ZONING DISTRICT; AMEND THE JASPER COUNTY OFFICIAL ZONING MAP TO RE-ZONE SOME PROPERTIES WITHIN THE EUHAW BROAD RIVER PLANNING AREA TO THE RURAL PRESERVATION-ZONING DISTRICT, THE RESIDENTIAL ZONING DISTRICT AND THE VILLAGE COMMERCIAL ZONING DISTRICT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Jasper County, South Carolina (“**Jasper County**”), acting through the Jasper County Council as its governing body (the “**Jasper County Council**”), is a political subdivision of the State of South Carolina (the “**State**”), and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities; and

WHEREAS, Jasper County has been in the process of reviewing the Jasper County Comprehensive Plan, *Jasper’s Journey* as required by Title 6, Chapter 29 of the SC Code of Laws; and

WHEREAS, Jasper County Council is concerned about the impact that new residential and commercial developments will have on road infrastructure, evacuation routes, streetscapes, traffic congestion, storm water, open space, natural habitats, and the quality of life in the Euhaw Broad River Planning Area; and

WHEREAS, Jasper County Council enacted a temporary moratorium for the Euhaw Broad River Planning Area on June 20, 2023 to allow time to implement any changes to the Comprehensive Plan and/or zoning and land development regulations; and

WHEREAS, Jasper County has held several stakeholder meetings and public engagement meetings concerning the Euhaw Broad River Planning Area; and

WHEREAS, the Jasper County Planning Department has prepared several zoning text amendments that are consistent with the Jasper County Comprehensive Plan and has submitted those zoning text amendments to the Jasper County Planning Commission; and

WHEREAS, the Jasper County Planning Commission reviewed the proposed zoning text amendments at their June 25, 2024 and April 28, 2024 Special Called Meeting, reviewed additional changes at their January 14, 2025 meeting, January 13, 2026, and February 10, 2026, and recommends approval by Jasper County Council; and

WHEREAS, County Council held a first reading on July 15, 2024, followed by a public hearing on September 19, 2024 and a second public hearing on May 5, 2025; and

WHEREAS, after proper notice, County Council held a second reading and third public hearing on April 20, 2026; and

WHEREAS, the Jasper County Council invoked the pending ordinance doctrine upon first reading of this Ordinance and announced a public hearing to be held prior to or at the second reading of this Ordinance; and

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

NOW THEREFORE BE IT ORDAINED by the Jasper County Council in council duly assembled and by the authority of the same, adopting and incorporating by reference the foregoing premises:

- 1. Amend Jasper County Zoning Ordinance, Article 5:1, *Zoning District Regulations*, to add one new Primary Zoning District, Village Commercial (VC), and one new Special Purpose District, Euhaw Overlay District to the Chart of Zoning Districts, amended so as to read as follows:**

5:1. Establishment of zoning districts.

PRIMARY DISTRICTS	
R	Residential
RRL	Residential, Ridgeland Lakes
RP	Rural Preservation
RE	Resource Extraction
RC	Resource Conservation

VC	Village Commercial
CC	Community Commercial
GC	General Commercial
ID	Industrial Development
MB	Mixed Business
SPECIAL PURPOSE DISTRICTS	
PDD	Planned Development Districts
FHOD	Flood Hazard Overlay Districts
ACOD	Airport Compatibility Overlay Districts
LLOD	Levy-Limehouse Overlay District
HCOD	Highway Corridor Overlay District
IPOD	Interstate Proximity Overlay District
SFFZ	Solar Farm Floating Zone
GCOD	Gateway Corridor Overlay District
EOD	Euhaw Overlay District

2. Amend Jasper County Zoning Ordinance, Article 5.3, *Primary Districts*, to define the purpose and intent of the VC Zoning District and clarify the intent of the Community Commercial and General Commercial Zoning Districts, as amended so as to read as follows:

VC - VILLAGE COMMERCIAL

The intent of this classification is to allow for small-scale retail and other commercial uses, typically located at or near roadway intersections, intended to primarily meet the needs of residents in the nearby communities. The design of village commercial uses should reflect vernacular building designs associated with the South Carolina Lowcountry.

CC - COMMUNITY COMMERCIAL

The intent of this district is to provide commercial nodes and more diverse housing options in convenient and strategic locations of the county to meet community needs, and to encourage clustering commercial development as opposed to strip commercial development and commercial sprawl. Community commercial areas are intended to provide adequate, logically placed and convenient locations for commercial establishments in relation to residential housing and to

minimize trip generation for those living in ~~zoned rural preservation~~ **more rural areas of Jasper County.**

GC - GENERAL COMMERCIAL DISTRICT

This district is intended to support large commercial development(s) in major unincorporated areas of Jasper County, such as Point South, ~~during the time span of the county's comprehensive plan, to the year 2015.~~ This district is projected to have most public facilities and infrastructure in support of urban development such as schools, sewer, water, streets, etc., and as such is intended to provide the regulations and capital improvements which will support new development. It consists of areas where development logically should locate as a consequence of planned public facilities and associated capital expenditures. District regulations permit limited development of generally suburban character, providing for a full range of commercial, institutional, industrial and residential uses.

- 3. Amend Jasper County Zoning Ordinance, Article 5:4, *Special Purpose Districts*, to define the purpose and intent of the Euhaw Overlay District, amended so as to add to the end of section 5:4 as follows:**

EOD EUHAW OVERLAY DISTRICT

The intent of the Euhaw Overlay District is to maintain the rural character of the area, protect important historic, cultural, and natural resources, and minimize the impacts of development on surrounding water resources, particularly the Broad River. Development in this area should respect the existing conditions and minimize the visual impact of buildings on the area through careful site planning, including maintaining and enhancing existing vegetation.

- 4. Amend Jasper County Zoning Ordinance, Article 6:1, *Permitted Use and Conditional Uses*, Table 1, to add uses for the VC zoning district and amend other uses that are inappropriate within their respective zoning districts, amended so as to read as follows:**

Section 6.1—Table 1

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Sector 11: Agriculture, Forestry, Fishing and Hunting (Sec. 6:2.16)											
Agricultural Production, Crops	111	N	N	P	P	N	N	P	P	P	N
Agricultural Production, Livestock, Animals	112										
Livestock, Except Feedlots (Article 11:7.1)	112111	C	N	C	PC	N	N	N	P	C	N
Feedlots	112112	N	N	N	PC	N	N	N	N	N	N
Poultry and Eggs (Article 11:7.2)	1123	C	N	C	PC	C	C	N	N	C	N
Animal Specialties (Article 11:7.3)	1129	C	N	C	P	N	N	N	N	C	N
Horses and Other Equine (Article 11:7.3.A)	11292	PC	N	P	P	N	N	N	N	P	N
General Farms	11299	PN	N	P	P	N	N	P	N	P	N
Fishing, Hunting, Trapping	1141-2	N	N	P	P	N	P	P	N	P	N
Agricultural Services	115	N	N	P	P	N	P	P	N	P	N

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Forestry	11531	N	N	P	P	N	N	N	P	P	N
Sector 21: Mining and Mine Operation											
Mining (Article 11:7.4)	212	N	N	N	N	N	N	N	N	C	N
Sector 22: Utilities											
Electric, Gas, and Sanitary Services	221										
Electric	2211										
Generation	22111	N	N	N	P	N	N	P	P	N	N
Solar Electric Power Generation Accessory (Article 11:7.5B)	22114	C	C	C	C	C	C	C	C	C	C
Solar Farm (See Article 8:7)	22114										
Transmission	22112	P	P	P	P	P	P	P	P	N	P
Natural Gas Distribution	2212	P	P	P	P	P	P	P	P	N	P
Water Supply Systems	22131										
Storage/Treatment	22131	N	N	P	P	N	P	P	P	N	P
Transmission	22131	P	P	P	P	P	P	P	P	N	P
Sewerage Systems	22132										
Collection	22132	P	P	P	P	P	P	P	P	N	P
Treatment (Article 11:7.5)	22132	N	N	N	P	N	C	P	P	N	P
Sector 23: Construction											
Bldg. Construction-General Contract and Operative Builders	233	N	N	N	N	N	N	P	P	N	P
Heavy Construction other than Building Construction-Contractors	234	N	N	N	N	N	N	P	P	N	P
Special Trade Contractors (Article 11:7.6)	235	N	N	N	N	N	C	P	P	N	P
Sector 31-33: Manufacturing (Article 11:7.7)											
Food	311	N	N	N	N	N	N	N	P	N	C
Beverage and Tobacco	312	N	N	N	N	N	N	N	P	N	C
Textile Mills	313	N	N	N	N	N	N	N	P	N	C
Textile Product Mills	314	N	N	N	N	N	N	N	P	N	C
Apparel	315	N	N	N	N	N	N	N	P	N	C
Leather and Allied Products	316	N	N	N	N	N	N	N	P	N	C
Wood Products	321	N	N	N	N	N	N	N	P	N	C
Paper	322	N	N	N	N	N	N	N	P	N	C
Printing and Related Activities	323	N	N	N	N	N	N	P	P	N	C
Petroleum Products	324	N	N	N	N	N	N	N	P	N	N
Chemical Products	325	N	N	N	N	N	N	N	P	N	N
Plastic and Rubber Products	326	N	N	N	N	N	N	N	P	N	N
Nonmetallic Mineral Products	327	N	N	N	N	N	N	N	P	N	C
Primary Metal	331	N	N	N	N	N	N	N	P	N	C
Fabricated Metal Products	332	N	N	N	N	N	N	N	P	N	C
Machinery	333	N	N	N	N	N	N	N	P	N	C
Computer and Electronic Products	334	N	N	N	N	N	N	N	P	N	C
Electrical Equipment, Appliances and Components	335	N	N	N	N	N	N	N	P	N	C
Transportation Equipment	336	N	N	N	N	N	N	N	P	N	C

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Furniture and Related Products	337	N	N	N	N	N	N	N	P	N	C
Miscellaneous Manufacturing	339	N	N	N	N	N	N	N	P	N	C
Sector 42: Wholesale Trade (Article 11:7.8)											
Wholesale Trade-Durable Goods	421	N	N	N	N	N	N	P	P	N	P
Used Motor Vehicle Parts, (Article 11:7.8)	421140	N	N	N	N	N	N	N	C	N	N
Recyclable Material, (Article 11:7.8)	42193	N	N	N	N	N	N	N	C	N	N
Junkyards (Article 18)		N	N	N	N	N	N	N	C	N	N
Wholesale Trade-Nondurable Goods	422	N	N	N	N	N	N	P	P	N	P
Sector 44-45: Retail Trade											
Motor Vehicle and Parts	441	N	N	N	N	N	N	P	P	N	P
Automobile Dealers (Article 11:7.9)	4411	N	N	N	N	N	C	P	P	N	P
Automotive Parts and Accessories Store (Article 11:7.9A)	441310	N	N	N	N	N	C	P	P	N	P
Furniture and Home Furnishings	442	N	N	N	N	P	P	P	N	N	P
Electronics and Appliances	443	N	N	N	N	P	P	P	N	N	P
Building Materials, Garden Supplies	444									N	
Lumber and Building Materials (Article 11:7.10)	4441	N	N	N	N	C	C	P	P	N	P
Hardware Stores	444130	N	N	N	N	P	P	P	P	N	P
Lawn and Garden Equipment and Supplies Stores	4442	N	N	N	N	P	P	P	P	N	P
Food and Beverage Stores	445										
Grocery Stores	4451	N	N	N	N	P	P	P	N	N	N
Convenience Stores	44512	N	N	N	N	P	P	P	N	N	N
Specialty Stores	4452	N	N	N	N	P	P	P	N	N	N
Fruit and Vegetable	44523	N	N	P	P	P	P	P	N	N	N
Beer, Wine, and Liquor	4453	N	N	N	N	N	P	P	N	N	N
Health and Personal Care	446	N	N	N	N	P	P	P	N	N	N
Gasoline Stations (Article 11.7.10A)	447	N	N	N	N	C	P	P	P	N	N
Truck Stops	44719	N	N	N	N	N	N	N	P	N	N
Clothing and Accessory Stores	448	N	N	N	N	P	P	P	N	N	N
Sporting Goods, Hobbies, Books, and Music	451	N	N	N	N	P	P	P	N	N	N
General Merchandise Stores	452	N	N	N	N	P	P	P	N	N	N
Miscellaneous Retail	453	N	N	N	N	P	P	P	N	N	N
Flea Markets	4533	N	N	N	N	N	N	P	N	N	P
Manufactured Home Dealers	45393	N	N	N	N	N	N	P	N	N	P
Non-Store Retailers	454	N	N	N	N	N	P	P	P	N	C
Fuel Dealers (Article 11:7.11)	45431	N	N	N	N	N	P	P	N	N	N
Sector 48-49: Transportation and Warehousing											
Air Transportation (Article 8:3)	481	N	N	N	N	N	N	C	C	C	N

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Rail Transportation	482	N	N	N	N	N	P	P	P	N	C
Water Transportation	483	N	N	N	N	P	P	P	P	N	C
Truck Transportation	484	N	N	N	N	N	N	P	P	N	C
Used Household and Office Goods Moving (Article 11:7.11A)	484210	N	N	N	N	N	C	P	P	N	C
Transit and Ground Passenger Transportation	485	N	N	N	N	N	P	P	P	N	C
Pipeline for Transportation	486	N	N	N	N	N	N	P	P	N	C
Scenic and Sightseeing Transportation Storage	487	N	N	P	N	N	N	P	P	N	C
Support Activities for Transportation	488	N	N	N	N	N	N	P	P	N	C
Motor Vehicle Towing	488410	N	N	N	N	N	N	C	C	N	C
US Postal Service	491	N	N	P	N	P	P	P	P	N	P
Warehousing and Storage	493	N	N	N	N	N	N	P	P	N	C
Sector 51: Information											
Publishing Industries	511	N	N	N	N	N	N	P	P	N	P
Motion Pictures and Sound Industries	512	N	N	N	N	N	N	P	P	N	P
Motion Picture Theaters	512131	N	N	N	N	N	N	P	N	N	N
Broadcasting and Telecommunications	513	N	N	N	N	N	P	P	P	N	P
Communication Towers and Ant. (Article 11:7.12)	5131	C	C	C	C	C	C	C	C	C	C
Information Services and Data Processing	514	N	N	N	N	N	P	P	P	N	P
Libraries (Article 11:7.13)	51412	C	C	N	PN	P	P	P	P	N	N
Sector 52: Finance and Insurance											
Banks	521	N	N	N	PN	P	P	P	P	N	N
Credit Intermediation	522	N	N	N	N	N	P	P	P	N	N
Pawn Shops	522298	N	N	N	N	N	N	P	N	N	N
Security and Commodity Contracts, and Financial Investments	523	N	N	N	N	P	P	P	P	N	N
Insurance Carriers and Related Activities	524	N	N	N	N	P	P	P	P	N	N
Funds, Trust, and Other Financial Vehicles	525	N	N	N	N	P	P	P	P	N	N
Sector 53: Real Estate, Rental and Leasing											
Real Estate	531	N	N	N	N	N	P	P	P	N	N
Mini-Warehouses (Article 11:7.14)	53113	N	N	N	N	N	N	C	P	N	C
Offices of Real Estate Agents and Brokers	5312	N	N	N	N	P	P	P	P	N	P
Rental and Leasing Services	532	N	N	N	N	N	P	P	N	N	P
Video Tape Rental	53223	N	N	N	N	N	P	P	N	N	N
Sector 54: Professional, Scientific, and Technical Services											
Professional, Scientific, Technical Services	541	N	N	N	N	P	P	P	P	N	P
Display Advertising - Signs	54185	See Article 15									
Veterinary Services	54194	N	N	N	PN	P	P	P	N	N	P

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Sector 55: Management of Companies and Enterprise											
Management of Companies and Enterprises	551	N	N	N	N	P	P	P	P	N	P
Sector 56: Administrative and Support, Waste Management and Remediation Services											
Administrative and Support Services	561	N	N	N	N	N	P	P	P	N	P
Repossession Services (Article 11:7.11B)	561491	N	N	N	N	N	N	C	C	N	C
Landscape Services	56173	N	N	N	N	N	P	P	P	N	P
Waste Management Services	562										
Waste Collection (Article 11:7.15)	5621	N	N	N	N	N	N	N	C	N	N
Hazardous Waste Treatment and Disposal	562211	N	N	N	N	N	N	N	N	N	N
Solid Waste Landfill (Article 11:7.16)	562212	N	N	N	N	N	N	N	C	N	N
Solid Waste Incinerators (Article 11:7.17)	562213	N	N	N	N	N	N	N	C	N	N
Material Recovery Facilities (Article 11:18)	56292	N	N	N	N	N	N	N	C	N	N
All Other Waste Management (Article 11:19)	56299	N	N	N	N	N	N	N	C	N	N
Sector 61: Educational Services											
Educational Services	611										
Elementary Schools	6111	P	N	P	N	N	P	P	N	N	N
Secondary Schools	6111	P	P	P	N	N	P	P	N	N	N
Jr. Colleges, Colleges, Universities, Professional Schools	6112-3	N	N	N	N	N	P	P	N	N	N
Business Schools, Computer, and Management Training (Article 11:7.19a)	6114-5	N	N	N	N	C	P	P	P	N	N
Other Schools and Instruction (Article 11:7.19a)	6116	C	C	N	N	C	P	P	N	N	N
Educational Support Services	6117	N	N	N	N	N	N	P	P	N	N
Sector 62: Health Care and Social Assistance											
Ambulatory Health Care Services	621	N	N	N	N	P	P	P	N	N	N
Hospitals	622	N	N	N	N	N	P	P	N	N	N
Nursing and Residential Care Facilities	623	N	N	N	N	P	P	P	N	N	N
Nursing Care Facilities (Article 11:7.20)	6231	C	C	C	N	P	P	P	N	N	N
Community Care for Elderly (Article 11:7.21)	6233	C	C	C	N	P	P	P	N	N	N
Other Residential Care Facilities (Article 11:7.21A)	623990	C	C	C	N	P	P	P	N	N	N
Social Assistance	624	N	N	N	N	P	P	P	N	N	N
Individual and Family Services	6241	N	N	N	N	P	P	P	N	N	N
Community, Food, and Housing and Emergency and Relief Services	6242	N	N	N	N	P	P	P	N	N	N

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Vocational Rehabilitation Services	6243	N	N	N	N	P	P	P	P	N	N
Day Care Services (Article 11:7.22)	6244	C	C	C	N	C	C	C	C	N	N
Sector 71: Arts, Entertainment, and Recreation											
Performing Arts, Spectator Sports and Related Industries	711	N	N	N	N	N	N	P	N	N	N
Museums, Historical Sites, and Similar Institutions (Article 11:7.23)	712	N	N	C	C	C	P	P	N	N	N
Amusement, Gambling, and Recreation	713	N	N	N	N	N	N	P	N	N	N
Golf Courses and Country Clubs	71391	P-N	P-N	P-C	P-C	N	P	P	N	N	N
Marinas (Article 11:7.24)	71393	N	N	N	P	N	P	P	P	N	N
Gun Club and Skeet Ranges (Article 11:7.25)	713990	N	N	C	C	N	N	C	N	N	N
Sector 72: Accommodation and Food Services											
Accommodations	721										
Hotels and Motels	72111	N	N	N	N	N	P	P	N	N	N
Bed and Breakfast Inns (Article 11:7.26)	721191	C	C	C	C	P	P	P	N	N	N
Camps and Recreational Vehicle Parks (Article 11:7.27)	72121	N	N	C	C	C	C	C	N	N	N
Rooming and Boarding Houses, Dormitories, Group Housing	72131	N	N	N	N	N	P	P	N	N	N
Eating Places	7221-3	N	N	P	N	P	P	P	P	N	N
Fast Food Restaurants		N	N	N	N	N	P	P	P	N	N
Drinking Places	7224	N	N	N	N	N	N	P	N	N	N
Sector 81: Other Services (except Public Administration)											
Auto Repair and Maintenance (Article 11:7.27A)	8111	N	N	N	N	N	C	C	C	N	C
Personal and Laundry Services	812										
Personal Care Services (Article 11:7.28)	8121	N	N	N	N	P	P	P	P	N	N
Funeral Homes and Services	81221	N	N	N	N	P	P	P	P	N	N
Cemeteries (Article 11:7.29)	81222	N	N	C	C	C	C	C	C	N	N
Crematories	81222	N	N	N	N	N	P	P	P	N	P
Laundry and Dry Cleaning Services	8123	N	N	N	N	N	P	P	P	N	P
Coin Operated Laundries/Dry Cleaning	81231	N	N	N	N	N	P	P	N	N	N
Pet Care Services (Except for Animal Shelters)	81291	N	N	N	N	N	N	P	P	N	N
Animal Shelters Only (Article 11:7.29A)	812910	N	N	C	N	N	N	P	P	N	N
Automotive Parking Lots and Garages	81293	N	N	N	N	N	P	P	P	N	P
Sexually Oriented Business (Article 17)	81299	N	N	N	N	N	N	C	N	N	N
All Other Personal Services	81299	N	N	N	N	N	P	P	N	N	N

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Religious, Fraternal, Professional, Political, Civic, Business Organizations	813										
Religious Organizations	81311	P	P	P	P	P	P	P	P	N	N
All Other Organizations	8132-9	N	N	N	N	P	P	P	P	N	N
Sector 92: Public Administration											
Executive, Legislative, and General Govt.	921	N	N	N	N	P	P	P	P	N	P
Justice, Public Order and Safety	922	N	N	N	N	N	P	P	P	N	P
Courts	92211	N	N	N	N	N	P	P	P	N	P
Police Protection	92212	P	P	P	P	P	P	P	P	N	P
Correctional Institutions	92214	N	N	N	N	N	N	N	P	N	P
Fire Protection	92216	P	P	P	P	P	P	P	P	N	P
Administration of Human Resources	923	N	N	N	N	P	P	P	P	N	P
Administration Of Environmental Quality and Housing Program	924-5	N	N	N	N	N	P	P	P	N	P
Public Parks and Recreation	924120	P	P	P	P	P	P	P	P	N	P
Administration of Housing, Planning, CD Programs	925	N	N	N	N	P	P	P	P	N	P
Administration of Economic Programs	926	N	N	N	N	N	P	P	P	N	P
Residential Uses											
Site Built Housing											
Existing Single-Family Detached	NA	P	P	P	P	P	P	P	N	N	N
Single-Family Detached	NA	P	P	P	P	P	P	P	N	N	N
Second Single-Family Residential Dwelling Unit (Sec. 11:7.30)	NA	C	N	C	N	C	C	N	N	N	N
Duplexes (Sec 11:7.31)	N/A	N	N	N	N	C	C	C	N	N	N
Multi-Family Apartments (Sec 11:7.31A)	N/A	N	N	N	N	N	C	C	N	N	N
Townhouses (Sec 11:7.32)	N/A	N	N	N	N	N	C	C	N	N	N
Patio Houses (Sec 11:7.33)	N/A	N	N	N	N	N	C	C	N	N	N
Manufactured Housing (Article 12:9)											
Residential Designed (Sec. 11:7.30B)	NA	P	N	P	P	C	C	N	N	N	N
Standard Designed (Sec. 11:7.30B)	NA	P	N	P	P	C	C	N	N	N	N
Second Unit, Family Member Only (Sec. 11:7.34)	N/A	C	N	C	N	C	C	N	N	N	N
Family Estate											
Existing Single-Family Detached (Sec. 11:7.35)	NA	C	N	C	N	C	C	C	N	N	N
Single-Family Detached (Sec. 11:7.35)	NA	C	N	C	N	C	C	C	N	N	N
Manufactured Housing, Residential Designed (Sec. 11:7.35)	NA	C	N	C	N	C	C	C	N	N	N

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Manufactured Housing, Standard Designed (Sec. 11:7.35)	NA	C	N	C	N	C	C	C	N	N	N
Accessory Uses to Residential Uses											
Bathhouses and Cabanas	NA	P	P	P	P	P	P	P	N	N	N
Domestic Animal Shelters	NA	P	P	P	P	P	P	P	N	N	N
Non-Commercial Greenhouses	NA	P	P	P	P	P	P	N	N	N	
Private Garage and Carport	NA	P	P	P	P	P	P	P	N	N	N
Storage Building	NA	P	P	P	P	P	P	P	N	N	N
Swimming Pool, Tennis Courts	NA	P	P	P	P	P	P	P	N	N	N
Auxiliary Shed, Workshop	NA	P	P	P	P	P	P	P	N	N	N
Home Occupation (Article 11:7.36)	NA	C	C	C	C	C	C	C	N	N	N
Horticulture, Gardening	NA	P	P	P	P	P	P	P	N	N	N
Family Day Care Home	NA	P	P	P	P	P	P	P	N	N	N
Satellite Dishes, etc.	NA	P	P	P	P	P	P	P	N	N	N
Accessory Uses to Non-Residential Uses											
Buildings, Structures, Lift Stations, etc. (Article 11:7.37)	NA	N	N	C	C	C	P	P	P	N	C
Open Storage (Article 11:7.38)	NA	N	N	N	C	N	C	C	C	C	C
Temporary Uses											
All Temporary Uses; Non-Residential (Article 11:7.39)	NA	C	C	C	C	C	C	C	C	C	C
Temporary Accessory Dwelling Unit (Article 11:7.40)	NA	C	C	C	C	C	C	C	N	N	C

5. Amend Jasper County Zoning Ordinance, Article 7:3, Table 1, *Yard and Setback Requirements*, to add lot size, lot width, and setback requirements for VC zoning district and increase minimum lot widths in the Residential, Community Commercial, General Commercial, Industrial Development, and Mixed Business zoning districts, amended so as to read as follows:

Table 1:
Schedule of Lot Area, Yard, Setback, and Density By District

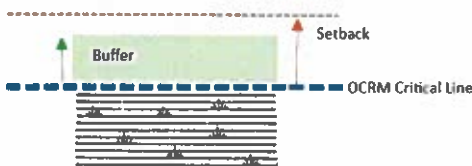
	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Minimum Lot per Unit										
Non Residential Area (SF)	40,000	N/A	2 acres	2 acres	10,000	10,000	10,000	12,000	2 acres	12,000
Residential										
Single-Family	.5 acre	7,800	1 acre	5 acres	.5 acre	(B)	(A)	N/A	N/A	N/A
Patio	N/A	N/A	N/A	N/A	N/A	(B)	3,500	N/A	N/A	N/A
Duplex	N/A	N/A	N/A	N/A	(B)	(B)	(A)	N/A	N/A	N/A
Townhome	N/A	N/A	N/A	N/A	N/A	3,500	2,000	N/A	N/A	N/A

(A) 4 per acre for single-family dwelling units; 6 per acre for attached units.
(B) 2 per acre for single-family dwelling units; 4 per acre for attached units.

	Multi-Family, Single-Family and Nonresidential Uses									Patio	Duplex	Townhome	
	R	RP	RC	VC	CC	GC	ID	RE	MB				All Districts
Minimum Yard and Building Setback (feet)													
Minimum lot width	50 100	200	200	100	80 100	80 100	90 100	200	90 100	Minimum lot width	45	50	20
<i>Front</i>													
Major Street (Multi-Lane)	60	60	60	60	60	60	60	200	60	Major Street (Multi-lane)	60*	60*	60*
Major Street (Two-lane)	35	45	45	35	35	35	45	200	45	Major Street (Two-lane)	35	35	35
Minor Street	25	25	25	25	25	25	25	160	25	Minor Street	25	25	20
<i>Side</i>													
Residential	10	25	50	5	5	5	N/A	N/A	N/A	Interior	N/A	N/A	N/A
Non-residential	10	25	50	5	5	5	10	100	10	Street-side/Exterior	5	10	5
<i>Rear</i>													
Residential	25	25	100	10	10	10	N/A	100	N/A	Residential	20	20	5
Non-residential	40	50	150	10	10	10	15	100	15	Non-residential	N/A	N/A	N/A
*Access to units along a multi-lane major street shall generally have a common access onto a frontage road or similar, which shall be considered a minor street; the frontage road or similar may encroach into the 60' front setback from the multi-lane major street.													

6. Amend Jasper County Zoning Ordinance, Article 7:4, Riparian Buffers, to add language to provide a setback from the riparian buffer requirements and amend the buffer widths in the riparian buffer and setback table, to read as follows:

A riparian buffer shall be provided along tidelands, wetlands, streams and rivers. Buffers and setback lines are measured from OCRM designated critical lines for tidelands; delineation lines for wetlands; and from stream banks and river banks. Setbacks are inclusive of the required buffer area. For example, an individual dwelling unit requires a 50' undeveloped buffer from the OCRM critical line and an additional 10' setback for the building (a total of 60' setback from the OCRM critical line).



The buffer area shall remain undeveloped, except for piers, docks and pervious access paths to the water or wetlands bank. Any disturbance of the buffer area shall adhere to OCRM's Best Management Practices (BMPs). Riparian buffers shall also be in accordance with any applicable state and federal regulation.

Buffer widths are based on land use. In the event that a setback standard in section 7:3 is less than the required buffer width, the required buffer regulation applies.

Riparian Buffer and Setback Table

	BUFFER	SETBACKS			
Water Resource		Individual Dwelling Unit	Single-Family Residential Development	Multi-Family Residential	Non-Residential
Critical Area (Coastal Waters, Tidelands, Marshes , Beach/Dune System)	50'*	15' 60'	25' 60'*	35' 100'*	50' 100'*
Jurisdictional Freshwater Wetlands Saltwater or Freshwater	20'*	15' 30'	25' 50'*	35' 50'*	50'*
Non-Jurisdictional Freshwater Wetlands Saltwater or Freshwater	20'*	30'	50'*	35' 50'*	50'*
Rivers, Streams (non-critical area)	50'	25' 60'	50'	50' 100'	50' 100'
The above setbacks buffers are total average widths; with widths not to be less than 15-10 feet for a 25 20-foot buffer, 20 feet for a 35 feet buffer, and 30 feet for a 50-foot buffer.					
* Buffer requirement may be waived or reduced if applicant provides an OCRM land disturbance permit and/or approved wetland mitigation plan as part of a PDD, Subdivision or Development Plan submittal.					

See Section 8.9 for additional buffer requirements within the Euhaw Overlay District.

Maintenance within a riparian buffer will adhere to the following limitations:

1. Trees can be limbed up to 15 feet.
2. Under brush can be cleared down to no less than four inches above grade.
3. Unprotected trees under three-inch caliper can be cut.

Uses Allowed Between Building Setback and River Buffer. The area located between the building setback and river buffer is called the transitional buffer. The purpose of this buffer is to allow for a construction envelope between the building and river buffer for the river buffer to be protected from construction damage. The following uses are permitted within the transitional buffer once construction is completed:

1. Residential - playgrounds, fire pits, outdoor furniture, pervious hardscapes, uncovered decks, pools, etc.

2. Non-Residential - picnic shelters, pervious hardscapes such as sidewalks and patios, etc.

7. Amend Jasper County Zoning Ordinance, Article 8, *Special Purpose Districts*, to add a new section, Article 8:9, *Euhaw Overlay District (EOD)*, as amended, so as to read as follows:

8:9 Euhaw Overlay District (EOD)

8:9.1 Purpose and Intent

8:9.2 Application

8:9.3 Use Regulations

8:9.4 Design and Development Standards

1. Required buffers and private wastewater system setbacks
2. Requirements for lots served by private wastewater systems
3. Access management
4. Stormwater management
5. Fill restrictions
6. Non-residential design standards

8:9.5 Non-Conforming Lots

8:9.6 PDD Standards

8:9 Euhaw Overlay District (EOD)

8:9.1 Purpose and Intent. The purpose of the Euhaw Overlay District is to maintain the rural character of the area, protect important historic and cultural resources, and minimize the impacts of development on surrounding water resources, particularly the Broad River. Development in this area should respect the existing conditions and minimize the visual impact of buildings on the area through careful site planning, maintaining and enhancing existing vegetation, and vernacular building design.

8:9.2 Application. The standards contained herein shall apply to all land within the Euhaw Overlay District (EOD) as indicated on the official zoning map of Jasper County.

Unless a deviation from such restrictions are provided elsewhere in this section 8:9, property within the EOD shall be required to adhere to all provisions of the Jasper County Zoning Ordinance and Land Development Regulations otherwise applicable within the underlying zoning district.

8:9.3 Use Regulations:

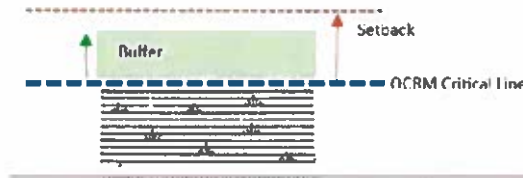
1. Uses shall be governed by the underlying zoning district, provided however that any use that is permitted only in CC, GC, ID, RE, or MB shall be prohibited, except for properties having direct access to US Highway 17 or US Highway 170.
2. Within the Euhaw Overlay District (EOD), zoning map amendments shall be evaluated within the following criteria:
 - A. Except for properties having direct access to US Highway 17 or US Highway 170, no property shall be rezoned to a nonresidential district unless it is located at the intersection of a state highway or major roadway with another existing street with access provided by the lower-order street. Those properties having direct access to US Highway 17 or US Highway 170 must comply with the shared access and driveway separation provisions of the Jasper County Land Development Regulations, Article 8.13 (See Also Article 3.9.A.3).

- B. No property shall be zoned to Residential (R) unless designated in a Transition Zone according to the Future Land Use Map.

8:9.4 Design and Development Standards.

1. Required buffers and private wastewater system setbacks

- A. Riparian buffers. A riparian buffer shall be provided along tidelands, wetlands, streams and rivers. Buffers and setback lines are measured from OCRM designated critical lines for tidelands; delineation lines for wetlands; and from stream banks and riverbanks. Setbacks are inclusive of the required buffer area, as shown in the graphic below.



The buffer area shall remain undeveloped, except for piers, docks and pervious access paths to the water or wetlands bank. Any disturbance of the buffer area shall adhere to OCRM's Best Management Practices (BMPs). Riparian buffers shall also be in accordance with any applicable state and federal regulation.

- B. Private wastewater system setback. Private wastewater systems shall be separated from tidelands, wetlands, streams, rivers, and stormwater facilities. Setback lines are measured from OCRM designated critical lines for tidelands; delineation lines for wetlands; and from stream banks and riverbanks.

Riparian Buffer and Setback Table

Water Resource	Private Wastewater System Setback Requirements		Riparian Buffer Requirements		
	Individual Septic Tank and Drain Field	Multi-Unit ³ Wastewater Treatment System	Primary Structure Buffer ²	Primary Structure Setback	Accessory Building (under 750 square feet) Setback
Critical Area (Coastal Waters, Tidelands, Marshes, Beach/Dune System)	100'	100'	75'	100'	85'
Jurisdictional Wetlands	75' ¹	400'	50'	75'	80'
Non-Jurisdictional Wetlands	75' ¹	400'	50'	75'	80'
Rivers, Streams, including stormwater management facilities such as ditches and stormwater swales	75' ¹	400'	75'	100'	85'
¹ The drain field setback may be reduced to 50' if the applicant can demonstrate the seasonal high-water table is more than 15" below the trench bottom.					
² A multi-unit wastewater treatment system serves more than one dwelling unit, commercial building, office, or other occupied structure.					
³ The above buffers are total average widths; with no part of the buffer measuring less than 50 percent of the required width.					

Maintenance within a riparian buffer will adhere to the following limitations:

- i. Trees can be limbed up to fifteen (15) feet.
 - ii. Under brush can be cleared down to no less than four (4) inches above grade.
 - iii. Unprotected trees under three-inch caliper can be cut.
2. Requirements for lots served by private wastewater systems
 - A. Minimum lot size required. For properties not served by public sewer, no new lot shall be created after the [EFFECTIVE DATE] smaller than one acre in size. For lots with a second dwelling unit, the minimum lot size shall be two acres.
 - B. Septic Reserve Area required. Properties within the EOD are required to demonstrate an area of the property which is to remain undeveloped for use as a septic reserve area (SRA). The SRA must be shown as a part of the septic system prior to the issuance of a building permit. Lots of record as of [EFFECTIVE DATE] may be exempt from this requirement at the discretion of the DSR based on lot size, natural features, or other physical constraints of the lot.
 - C. The distance between the septic trench bottom and the seasonal high-water shall be a minimum of eighteen (18) inches.
 - D. Maintenance required.
3. Access management

It is in the best interest of Jasper County to manage access along roadways in the interest of maintaining roadway safety and capacity. Reduction of access points to the corridor is required to the maximum extent possible. The following shall apply:

- A. Consolidation of Access Points:
 - i. Driveway and/or other access separation along the corridor shall be in accordance with the SCDOT, Access and Roadside Management Standards. In no event, however, shall residential driveways and non-residential full-access curb cuts be permitted at spacing less than as follows:
 - i. Principal Arterial road: 1,500 feet
 - ii. Minor Arterial road: 1000 feet
 - iii. Major Collector road: 800 feet
 - iv. Minor Collector road: 400 feet
 - v. Residential/Subcollector road: 200 feet
 - ii. Shared driveways between two or more parcels shall be required where there is not a conflict in use and a shared driveway is not restricted by topography or other existing site features. Shared driveways shall require mutually executed shared access agreements; and
 - iii. Unless restricted by topography or other natural site features, adjoining parking lots serving non-residential buildings of non-conflicting use shall be connected and shall require mutually executed shared access agreements.

B. Stub Outs:

- i. Where an undeveloped adjacent parcel exists, a stub out or cross-access easement for future stub out, shall be required to allow for connection to future parking and/or shared driveways; and
- ii. Where a developed adjacent parcel exists, existing stub outs shall be utilized.

4. Stormwater Management

The Southern Lowcountry Stormwater Design Manual (SoLoCo) shall be applicable to all new residential subdivisions and nonresidential developments within the EOD. This standard shall be reviewed to determine if this standard creates unreasonable hardships on landowners within this district within 18 months of the adoption date of this ordinance.

5. Fill Restrictions

A. The requirements established in this Division shall apply to all proposed development in the special flood hazard areas subject to inundation by the 1% annual chance flood as defined and delineated in the FEMA Flood Insurance Rate Maps (FIRM) for Jasper County, except for the following exemptions:

- i. Single-family residential development on lots existing prior to the adoption of this section (date)
- ii. Fill utilized for agriculture and/or property maintenance. For purposes of this section, the term "property maintenance purposes" means landscaping, gardening or farming activities, erosion control, and filling in of washed-out sections of land. Property maintenance purposes shall only include the placement of such quantities of fill not to exceed the limitations specified herein and that do not inhibit the free flow of water.
- iii. Exemptions from fill requirements for erosion control purposes must be accompanied by a stabilization plan and narrative approved by the DSR providing reasoning why fill is necessary to solve an erosion issue.
- iv. Public roads, pump stations, stormwater management improvements, levees, and other public facilities that are necessary to provide for health, safety, and public welfare needs.

B. Fill Restriction.

- i. The amount of allowable fill must not increase the existing natural grade of the property by more than three vertical feet.
- ii. The only portion of the property that may be filled is the area underneath the elevated structure, together with driveway and walkway access to the structure; Fill shall taper at a maximum slope of 1:3 from a five-foot perimeter around the outer foundation to the existing site elevation. The minimum amount of fill necessary for grading is permitted for parking, stormwater, and roads.
- iii. If the lot area is 20 acres or more, in no case shall the maximum lot area of the property

filled exceed 33.33 percent of the total area of the lot.

- iv. If a new or reconstructed structure is to be elevated utilizing fill material, any required building elevation standard exceeding the three-foot fill limitation must be achieved through the use of elevation foundations, piers or similar structural elevation techniques that are in compliance with then-applicable county building code requirements as certified by a structural engineer.
- v. Non-conforming structures may utilize fill to expand up to 15% of the gross floor area in accordance with other development regulations.
- vi. Any fill project must be designed to limit negative impacts upon adjacent and affected upstream and downstream property owners during flood events to the maximum extent practicable.
- vii. No fill project shall fill in or obstruct any local drainage channels without an alternative drainage plan design, and shall limit soil erosion and water runoff onto adjacent properties to the maximum practicable extent, and be in compliance with the NPDES standards and stormwater requirements.
- viii. All fill material that is brought in from offsite and will be placed at elevations below the seasonal high water table or within 1 foot above the seasonal high water table will be required to meet the following clean requirements. Offsite soils brought in for use as fill shall be tested for Total Petroleum Hydrocarbons (TPH), Benzene, Toluene, Ethyl Benzene, and Xylene (BTEX) and full Toxicity Characteristic Leaching Procedure (TCLP) including ignitability, corrosivity and reactivity. Fill shall contain a maximum of 100 parts per million (ppm) of total petroleum hydrocarbons (TPH) and a maximum of 10 ppm of the sum of Benzene, Toluene, Ethyl Benzene, and Xylene and shall pass the TCPL test. Determine TPH concentrations by using EPA 600/4-79/020 method 1:18.1. Determine BTEX concentrations by using EPA SW-846.3-3 Method 5030/8020. Perform TCLP in accordance with TCLP from a composite sample of material from the borrow site, with at least one test from each borrow site. Within 24 hours of conclusion of physical tests, submit 3 copies of test results, including calibration curves and results of calibration tests. Fill material shall not be brought on site until tests have been approved by the **Planning & Building Department or designee.**
- ix. Modulation from Fill Requirements: The DSR may grant flexibility from the fill requirements in the following cases:
 - a. Lots 3 acres or less and all single-family residential lots with sloping terrain may provide greater than 3 feet of fill to provide a level foundation as long as the average fill does not exceed 3 feet.
 - b. Where no other suitable site configuration is practicable, depressions, sinkholes, and borrow pits that are not part of the natural drainage of the site that are not delineated as tidal or non-tidal wetlands may be filled to provide for a level foundation.
 - c. Single-family residential structures utilizing raised slabs with a masonry or concrete curtain wall may contain more than 3 feet of fill if it is limited to the

footprint of the building.

C. Administration

Fill activities in accordance with this section may be permitted upon approval by the DSR. All fill application permits shall be valid for a period of six months from the date of issuance, may be renewed only upon filing of an application for renewal with the Planning Department, and then may only be renewed upon a showing of demonstrated progress towards completion of the fill activity. All fill application permits must be accompanied by a detailed plan describing the area to be filled, the estimated amount of fill to be used and the purpose of the fill project. A professional engineer registered in the state must also submit elevation and topographic data illustrating changes in the topography and estimating impacts upon local flood flows.

Except as provided in sections 8:9.5, adjacent property owners shall be identified and notified of the fill project by the applicant with proof of notification provided to the DSR.

6. Non-Residential Design Standards

Intent. The architectural design of retail, office, and other commercial buildings must consider the desire of Jasper County to create and enhance the community's image. Jasper County's identity and sense of place will be strengthened through thoughtful design and development, reflecting the Lowcountry vernacular.

Architectural design and materials. Generally, architectural design shall contribute to the sense of place of Jasper County and reflect designs, materials, and colors historically present in the region. Building elevations must consider the surrounding area and further enhance community character. Lowcountry architecture is rooted in practicality, climate responsiveness, and a sense of place.

A. Design Principles:

- i. **Proportion and Order:** Proper proportions are essential for timeless architecture. Buildings should adhere to human scale, emphasizing vertical proportions. Elements should generally be taller than they are wide.
- ii. **Exterior Walls:** Lowcountry buildings feature raised foundations, deep porches, and simple elegance. Materials should create strong textures and shadow lines.
- iii. **Porches and Balconies:** Deep porches are iconic in Lowcountry design. They provide shade, encourage outdoor living, and foster community interaction.
- iv. **Window and Shutter Design:** Windows should be vertically proportioned, reflecting the human scale. Shutters, if used, should be functional and appropriately sized.
- v. **Entry and Door Design:** Entryways play a significant role in Lowcountry design. They should be welcoming and well-proportioned. Doors can be solid wood or glass, reflecting the overall style.
- vi. **Roofs:** Roofs should complement the building's proportions. Gabled, hipped, or shed roofs are common. Metal roofing is practical and adds character.
- vii. **Fences, Walls, & Gates:** Fences and walls define property boundaries. They can be decorative or functional. Gates should be well-designed and in harmony with the overall aesthetic.

- viii. Accessory buildings: Outbuildings, such as sheds or storage areas, should blend seamlessly with the main house. Their design should follow the same principles as the primary structure. Accessory Buildings are limited to 1,500 square feet.
- ix. Trim: Trim details, such as cornices, moldings, and brackets, enhance the overall appearance. Simplicity and craftsmanship are defining elements of Lowcountry buildings.
- B. Siding: Wood clapboard, wood board and batten, wood shingle siding, brick, natural stone, stucco, tabby, faced concrete block, and any artificial siding material which closely resembles the natural materials listed above. Siding may be left natural or painted, stained or, in the case of wood, weathered.
- C. Roofs: Wood shingles, slate shingles, multi-layered asphalt shingles, metal raised seam or tiles.
- D. Features: Pitched roofs, roof overhangs, covered porches, canopies, awnings, trellises, gazebos, and open wood fences.
- E. Colors: Earth tones (greens, tans, light browns, terra cotta, etc.), grays, pale primary and secondary colors (less than 50 percent color value), white cream tones, and the like. Dramatic accent colors, such as reds or blues, shall be avoided.
- F. Fencing. Fencing shall be of durable construction using quality material (i.e., brick, stone, other masonry, wood, metal, or any combination thereof) and complimentary to the building design and materials. The finished side of the fence shall face the corridor right-of-way or other adjacent property. Chain link welded or woven wire, and other similar fencing are not permitted. Such fencing may be permitted for temporary use during construction and site development provided it is removed or replaced with compliant material upon completion of construction. This requirement is for aesthetic purposes only and is not associated with building code requirements or standards.
- G. Outdoor Storage. All outdoor storage areas shall be located to the side or rear yard and shall be screened with a wooden fence or masonry wall, complimentary to the building design and materials, which is at least eight feet (8') high. One (1) evergreen shrub, with a mature growth of at least 8' in height, shall be installed for every five (5) linear feet of fence or wall on the side of the fence or wall facing a neighboring property or public right-of-way. The minimum shrub shall be a minimum of 5 gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
- H. Additional requirements.
- i. The primary building façade shall face the street. When located on a corner, the primary façade shall face the higher order street.
 - ii. All sides of all buildings are to be treated with the same architectural style, materials, and details as the primary façade.
 - iii. A single building or development or multiple buildings within a development must maintain a consistent architectural theme. Architectural design, building materials, colors, forms, roof style and detailing should all work together to express a harmonious and consistent design. This includes, but is not limited to; signage, gasoline pump canopies or other accessory structures.

- iv. Building elements must not function as signage. The appearance of “franchise architecture”, where the building functions as signage is prohibited. Incorporation of franchise or business design elements unique or symbolic of a particular business must be inobtrusive and secondary to the overall architectural design.
 - iv. Access ways and parking lots shall be paved or, at the discretion of the Planning Director, may be surfaced using low-impact, contextual materials. Parking shall generally be located to the side of the building.
- I. Exterior materials and features prohibited:
- i. Plywood, cinderblock, unfinished poured concrete, unfaced concrete block, plastic and/or metal.
 - ii. Partial (less than three sides) mansard roofs, flat roofs without a pediment, unarticulated roofs having a length exceeding 50 feet.
 - iii. Unarticulated facades having a length exceeding 50 feet.
 - iv. Incongruous architectural details or color contrasts as determined by the DSR or BZA.
 - v. Chain link or woven metal fences.
 - vi. Reflective materials, including highly reflective glass. Window painting or view-blocking techniques are generally not permitted.
 - vii. Design elements that may function as signage, roof lights, exposed neon lighting, exposed neon signage, illuminated trim of buildings or building elements, translucent awnings or illumination of translucent awnings, or any other undesirable design element, as determined by the DSR.
- J. Screening.
- i. Mechanical equipment should not be located on the roof of a structure unless the equipment can be screened. The mechanical equipment should be clustered as much as possible. All rooftop equipment must be painted to match the surrounding rooftop color, if anticipated to be visible from any existing or future surrounding building, property or street. All mechanical equipment such as compressors, air conditioners, communications equipment, and any other type of mechanical equipment must be screened on all sides to full height by building parapet walls or other building elements that appear as integral elements of the overall building design, unless approved otherwise by the DSR.
 - ii. Ground level mechanical equipment shall be screened with landscaping and architectural walls using materials compatible with the building.
 - iii. Loading, service, and trash areas must be screened with walls that match the building materials and colors. Screen walls must be of sufficient height to fully screen utility areas from public view.
- K. Building Size in Village Commercial - Non-residential buildings in the Village Commercial (VC) district shall generally be limited to 5,000 square feet of heated floor area. This restriction shall not apply to existing lots of record as of [date of moratorium adoption] where a Zoning Certification Letter was issued and a pre-application conference was held with the DSR prior to [date of moratorium].

8:9.5 Nonconforming Lots.

If a lot of record at the time of adoption of this ordinance does not contain sufficient land area and/or lot width to meet the minimum lot size requirements of the EOD, such lot may be used for a residential use, as a building or placement site for a structure permitted in the district provided the following:

- A. There is conformance to the minimum yard setback requirements set forth in this ordinance for the district in which the use is located.
- B. All other standards of the zoning ordinance are met.
- C. Administrative adjustment for nonconforming lots.
 - i. Purpose: Administrative adjustments are specified deviations from otherwise applicable development standards where development is proposed that would be:
 - a. Compatible with surrounding land uses;
 - b. Harmonious with public interest; and
 - c. Consistent with the purposes of this Zoning Ordinance.
 - ii. Applicability: The DSR shall have authority to authorize an adjustment of up to twenty (20) percent of any numerical standard set forth in Article 8. No administrative adjustment shall increase the overall density or intensity of development.

8:9.6 Planned Development District (PDD) Standards

A PDD within the Euhaw Overlay District where public water and sewer are not available shall follow the standards and procedures for a PDD as specified in Article 8:1 with the following requirements:

- A. PDD Required – Any proposed subdivision of property greater than ten acres and/or ten dwelling units shall apply for a PDD. The applicant shall demonstrate that the proposed development will not have adverse impacts on existing infrastructure or public services, including but not limited to roadways, public safety, etc.
- B. Density – The maximum net density of a PDD within the EOD shall be one unit per acre. Net density shall be based on developable land excluding wetlands, waterbodies, streams, and other non-developable land area.
- C. Buffers – A minimum fifty foot (50') wide continuous landscaped buffer shall be established and maintained parallel and adjacent to the highway corridor. This buffer is separate and distinct from the buffering requirements of Section 12.8 except that, where that section may call for a greater setback from the highway because of a specific activity, the greater setback distance shall be observed. Likewise, should Section 12.8 require total screening because of a specific activity, the fifty foot (50') wide landscaped buffer may be used to accommodate such screening.

Only the following activities shall be permitted within the landscaped buffer:

- i. Vehicular access drives which tie into approved access points as determined by SCDOT and/ or Jasper County, and which run perpendicular to the right-of-way, or as nearly perpendicular as is feasible owing to terrain, horizontal curves and the like.

- ii. Landscaped walls and fences less than six feet (6') high.
 - iii. Lighting.
 - iv. Landscaping fixtures.
 - v. Signage.
 - vi. Underground utility lines.
 - vii. Overhead utility lines which run perpendicular to the road right-of-way and are consolidated with vehicular access drives wherever possible.
- D. Open Space Protection Area (OSPA)– A minimum of thirty (30) percent of the property shall be maintained as permanently protected open space.
- i. In instances where natural features (wetlands, waterbodies, forested areas, etc.) are part of a larger system which extends to adjacent property(ies), these areas shall be prioritized for protection. In instances where an adjacent parcel has already established open space preservation areas, the proposed PDD shall include open space protection of natural features contiguous with the adjacent property(ies).
 - ii. The following standards shall apply to the OSPA:
 - a. No more than twenty (20) percent of the OSPA may consist of wetlands and existing waterways;
 - b. Buffers, setbacks, easements, and similar required areas shall not be included in the open space calculations;
 - c. Community swimming pool(s), clubhouse(s), and similar uses may be permitted within the OSPA but may not occupy more than five (5) percent of the required area;
 - d. Recreational amenities, such as walking/biking trails, may be permitted within the OSPA in conformance with applicable state and federal laws. Recreational lakes or ponds used for storm water management and designed as naturalized features may be included in the land designated as open space. Fenced detention or retention areas used for storm water management shall not be included in the calculation of required open space.

8. Amend Jasper County Zoning Ordinance, Article 11.7, *Industry Specific Conditional Use Regulations*, to add 11:7.3A, Conditions for *Horses and Equine* in the Residential zoning district; add 11:7.10.A, Conditions for *Gasoline Stations* in the Village Commercial zoning district; re-number section 11:7.10.B, *Manufactured Home Dealers*; amend 11.7.30, *Second Single-Family Residential Dwelling Unit* to provide clarity; add “Village Commercial” to 11:7.30.A, *Manufactured Housing in Community Commercial*; amend 11:7.34, *Manufactured Housing – Second Unit Family Member Only* to provide clarity; and add VC to the *Family Estate Density Table* in Article 11:7.35; as amended, so as to make changes to the sections outlined below:

11:7, Industry Specific Conditional Use Regulations

11:7.3.A. Sector 1129: Horse and Equine.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per acre.
3. Horse stables shall be a minimum of 150 feet from any residential property line. No corral or riding area shall be permitted within 25 feet of any residential property line.
4. Requirements for the storage of manure:
 - a. Manure shall not be allowed to accumulate causing a nuisance or hazard to the health, welfare or safety of humans or animals.
 - b. The outside storage of manure in piles (two cubic yards or greater) shall not be permitted within 200 feet of any plot line or residence.

11:7.10.A. Sector 447: Gasoline Stations.

1. No more than two (2) single or double-sided fuel pumps are permitted.
2. Fuel islands shall not be located in the front yard unless permitted by the BZA due to physical site limitations or constraints.

11:7.10.B. Sector 45393: Manufactured Home Dealers.

1. Sales Office only
2. No inventory or models allowed

11:7.19a. Sector 6114-5 and 6116: Business Schools, Computer and Management Training and Other schools and instructions.

1. Use is subject to all applicable zoning code requirements and land development regulations.
2. Facilities are limited to 3,000 square feet.
3. Architecture of new structures must complement the nearby community and be compatible with the character of the area.
4. Services are limited to 20 students at any one time.
5. Owner/operator must provide proof of all outside agency approvals for services provided.
6. Hours are limited to 7:00 a.m. to 7:00 p.m., Monday to Friday and 7:00 [a.m.] to 5:00 p.m. on Saturdays.
7. Structures must meet buffering and screening requirements per article 12.
8. Off-street parking must be accommodated on-site.
9. Off street parking is prohibited within the building setback.
10. One flat two-sided business sign not larger than four square feet per face is permitted to identify the business. Signs shall not be illuminated.
11. Use of existing structures is subject to fire marshal and building official review and approval.
12. Facilities must be served by sewer systems or by septic systems sized appropriately to meet DHEC minimum standards for the use and size.

11:7.24 Sector 71391: Golf Courses and Country Clubs.

1. Golf courses shall be designed, operated, and maintained with environmentally responsible practices, such as those established through the Audubon Society's Environmental Practices for Golf Courses or equivalent program.

11:7.27. Sector 72121: Camps and Recreational Vehicle.

Camps and recreational vehicle (RV) park, where permitted by Table 6.1, shall comply with the following site and design standards:

1. The site shall be at least five acres.
2. The site shall be developed in a manner that preserves natural features and landscape.
3. The following dimensional requirements shall serve as parameters beyond which development shall not exceed.
 - a. Maximum impervious surface ratio shall not exceed 15 percent of the project site.
 - b. Minimum setbacks for all structures and recreational vehicles shall be:
Street frontage: 100 feet; 150 feet in the VC zoning district.
All other property lines: 50 feet.
 - c. Maximum density shall not exceed ten vehicles per acre; maximum density shall not exceed eight vehicles per acre in the VC zoning district.
 - d. Bufferyards shall be as specified by article 12.
4. Areas designated for parking and loading or for trafficways shall be physically separated from public streets by suitable barriers against unchanneled motor vehicle ingress and egress. All drivers shall be located at least 150 feet from any street intersection and shall be designated in a manner conducive to safe ingress and egress.
5. All streets within RV parks shall be private and not public.
6. Each park site shall be serviced by public water and sewer or other systems approved by DHEC.

11:7.30. Second Single-Family Residential Dwelling Unit.

1. The minimum lot size for a second single-family residential dwelling unit shall be 200 percent of the minimum lot size of the district, ~~There is a minimum of one half acre per dwelling unit in the residential and community commercial district (one acre parcel minimum) and a minimum of one acre per dwelling unit in the rural preservation district (two acre parcel minimum)~~ so as to not increase overall allowed density.
2. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map copy to demonstrate conditional use compliance at time of application. The following must be demonstrated:
 - a. All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots and so arranged to ensure public access in the event the property is subsequently subdivided for sale or transfer.
 - b. If not connected to sewer, the lot is sufficient in size and shape so that the two units can be designed around two separate septic systems that can be entirely located on separate

lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.

3. Second single-family residential dwelling unit cannot share a septic system and separate DHEC septic permits must be attained prior to issuance of a conditional use review zoning permit, if units are not connected to sewer lines.
4. Zoning and building permits must be attained prior to construction.

11:7.30.A. *Manufactured Housing* in community commercial and village commercial. Where other residential care facilities are allowed as a conditional use, such uses shall meet the following requirements:

1. The standards for manufactured housing in community commercial and village commercial districts shall be the same as the standards for manufactured housing and single-family housing in the residential district, including but not limited to lot area, setbacks, and densities, as if in the residential district.
2. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.
3. Any applicable overlay district requirement shall be applied.

11:7.34. *Manufactured Housing - Second Unit, Family Member Only.* The purpose of allowing, in certain circumstances, the placement of a second manufactured house on the same parcel is for the benefit of family members only; and excludes any property or structures that are used for rental properties. The property shall be subdivided whenever possible; however, in the event that the property cannot be subdivided at such time of application, a second manufactured house will be allowed by the County for family members, where conditionally permitted by Table 6:1, provided that the following requirements must be met:

1. The person whom will occupy the second manufactured house is related to the owner of the property by blood, marriage, or adoption.
2. A second manufactured house shall not be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
3. **The minimum lot size for a second single-family residential dwelling unit shall be 200 percent of the minimum lot size of the district.** ~~There is a minimum of a half-acre per dwelling unit in the Residential and Community Commercial District (1-acre parcel minimum) and a minimum of one-acre per dwelling unit in the Rural Preservation District (2-acre parcel minimum), so as to not increase overall allowed density.~~
4. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map to demonstrate conditional use compliance at time of application. The following must be demonstrated:
 - a. All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;
 - b. If not connected to sewer, the lot is sufficient in size and shape so that the two units can be designed around two separate septic systems that can be entirely located on separate lots

in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.

5. Second Manufactured House cannot share a septic system and separate DHEC septic permits must be attained prior to issuance of a conditional use review Zoning Permit, if units are not connected to sewer lines.

11:7.35 Family Estate. The purpose of the Family Estate is to address situations where there are title issues, i.e heirs property; and to support a traditional family way of life; and to respect cultural and historical settlement patterns in Jasper County. For purposes of this subsection, a single family dwelling unit includes, stick built house, manufactured homes, and modular homes. Family Estate shall meet the following requirements, where conditionally permitted by Table 6:1:

1. If the property is "heirs property", the county shall permit additional family dwelling units and/or permit a subdivision by the person or persons in control of the property (i.e. the family member or members who pays taxes, occupies the property), upon application and determination that both of the following are satisfied:
 - a. Either a single member of the family, multiple members of the family, or an unbroken succession of family members have owned the property for no less than 30 years.
 - b. The person for whom the family dwelling unit is to be built and/or the property subdivided, is related to the owner of the property by blood, marriage, or adoption.
2. Single family dwelling unit design is as follows:
 - a. Family dwelling units may be built at the densities set forth in Family Estate below as limited by subsection (4) of this section.

FAMILY ESTATE DENSITY TABLE

Density (Units Per Acre)		
Minimum Site Area (acres)	Zoning of the property is Residential, Village Commercial, Community Commercial or General Commercial:	Zoning of the property is Rural Preservation:
1	2	1
2	4	2
3	6	3
4	8	4
5	10	5
6	12	6
7	12	7

8	12	8
9	12	9
10	12	10
11	12	11
12 or More	12	12

- b. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map to demonstrate conditional use compliance at time of application. The following must be demonstrated:
 - i. All applicable lot area and setback requirements are met for all units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;
 - ii. If not connected to sewer, the lot is sufficient in size and shape so that all of the units can be designed around separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
 - c. No family dwelling unit shall be built unless the appropriate agency has determined that septic and water supply systems and reserve areas in the family estate are sufficient to serve all units in the estate and are properly permitted. If three or more units are served by a single well, the well must be properly licensed and maintained in accordance with SC DHEC standards.
 - d. Paved roads may not be required, but must comply with standards pursuant to Section 7.1 of the Jasper County Land Development Regulations. Any placement of homes under this section shall be accompanied by covenants and cross easements, or similar restrictions and reservations, guaranteeing essential infrastructure and 50 feet of vehicular access for each family subdivided lot.
3. No family dwelling unit shall be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
 4. No portion of a tract of land under this section shall be conveyed for five years from the date of approval unless the grantee is related to the property owner by blood, marriage, or adoption. This limitation on conveyance shall:
 - a. Be recorded on the plat of the applicant's property, on the plats of any property subdivided and conveyed by the applicant under this section, and in a database accessible to county staff.
 - b. Not operate to prohibit actions in foreclosure brought by lenders that are participating in the secondary mortgage market.
 - c. Not operate to prohibit sale by the county of the entire tract or a portion of it for nonpayment of property taxes.

5. Violations and penalties for violation of this section are as follows:
 - a. Any person found in violation of this section may be assessed a fine of the maximum allowed by state law for each dwelling unit in violation.
 - b. A violation of this section shall consist of the following:
 - i. Intentional misrepresentation during the application process;
 - ii. Lease of a family dwelling unit to a nonfamily member within five years of approval;
or
 - iii. Conveyance of any portion of a tract of land under this section to a nonfamily member within five years of approval.
 - c. The fine may be waived if it can be shown that lease or conveyance to a nonfamily member was absolutely necessary to avoid foreclosure on either a family dwelling unit or any portion of a tract granted a density bonus under this section.
 - d. Until the fine has been paid, the DSR shall not permit additional family dwelling units or further subdivision under this section in the violator's family estate.
 - e. As a condition of approval, the applicant and the person for whom the family dwelling unit is to be built or the property subdivided shall read and sign disclosure forms describing violations of this section and applicable penalties.
 - f. A violation shall not have the effect of clouding the title of a parcel subdivided under this section.
6. Applicants must submit a sworn affidavit with the following information:
 - a. Certification that the parcel in question has been in the family for at least 30 years as required by this section.
 - b. An agreement that all new parcels subdivided from the parent parcel shall be owned or used by family members or as otherwise provided for in this section.
 - c. Acknowledgment that resale of any parcel approved as part of a family estate shall be restricted for five years as provided for in this section.
7. If the property leaves the family, the new owner must comply with all applicable sections of the Jasper County Zoning Ordinance and Jasper County Land Development Regulations as it relates to minimum lot sizes, densities, setback requirements, access roads, mobile home park standards, and major or minor subdivision regulations.

9. Amend Jasper County Zoning Ordinance, Article 15:6.3, Regulation for Signs, to add VC zoning district to the Sign Regulations Table, so as to read as follows:

Sign Regulation

Type	Zoning District	Maximum Sign Area (square feet)	Maximum Height (feet)	Maximum Sign Width (feet)	# of Faces Allowed
Flags	VC, CC, GC, MB, ID, PDD	In accordance with the Flag Manufacturers Association of America (FMAA) specifications based on height of flagpole	1 flag per development at 60'; or 3 flags per development at 35'	n/a	n/a
	R, RP, RC		3 flags at 35'	n/a	n/a
Freestanding Signs- Including Monument, Ground, Pedestal	RC, RP, RE, R	25 per face, 50 total	Monument 6, Freestanding 8	10	2 back to back
	VC, CC	40 per face, 80 total	Monument 7, Freestanding 8	12	2 back to back
	GC, ID, PDD	55 per face, 110 total	Monument 7, Freestanding 15	16	2 back to back
	Commercial Centers greater than 5 acres, consisting of multiple lots	80 per face, 160 total	Monument 8, Freestanding 20	16	2 back to back
Freestanding Signs-Hanging Sign	GC, ID, VC, CC, PDD	8 per face, 16 total	Top edge of sign face not to exceed 6 feet above ground level	4	2 back to back
	RC, RP, RE, R	8 per face, 16 total	Top edge of sign face not to exceed 6 feet above ground level	4	2 back to back
Wall Signs	GC, ID, VC, CC, PDD	10% of wall. The total area of wall signs shall not occupy more than 10% of the area of the wall upon which they are placed.	80% of wall height.	80% of wall width.	One sign per tenant per side. Tenant signs must be located on the facade of the tenant space being identified.
	RC, RP, RE, R	X	X	X	X
Projecting Signs	GC, ID, VC, CC, PDD	8 per face, 16 total	Bottom of sign must be at least 8 feet above ground level or sidewalk.	4	Two total faces. One sign allowed per business at business entrance.

	RC, RP, RE, R	X	X	X	X
Directory Signs	GC, ID, VC CC, PDD	25 per face	8		Four total faces. One sign is allowed per primary access.
	RC, RP, RE, R	X	X	X	X
Window Signs	VC, GC, ID, CC, PDD	Not more than 25% of surface of window	n/a	n/a	n/a
	RC, RP, RE, R	X	X	X	X
Awnings and Canopies	VC, GC, ID, CC, PDD	1/3 of canopy or awning	Bottom of awning or canopy must be at least 7 feet above ground level or sidewalk.	n/a	n/a
	RC, RP, RE, R	X	X	X	X

Additional Requirements from Table:

- A. **Freestanding Signs.** Freestanding signs shall be separated by a distance of no less than five hundred (500) foot intervals along each street frontage of the premises.
- a. Each lot of record shall be allowed one (1) sign except a corner lot where a total of two (2) signs may be permitted, one on each road frontage, provided that the total linear frontage is a minimum of three-hundred (300) feet per side.
 - b. Masonry bases must that match the associated building(s). Landscaping shall be planted to minimize the appearance of the poles or braces.
- B. In lieu of a freestanding sign, a development may use signs on entrance structures such as fences or walls. The number of sign faces is limited to two (2) per entrance, on either side of the entrance, and confined to the entrance area. The distance between sign faces shall not exceed one hundred (100) feet. Such signs are subject to the size limitations of this Section.

10. Amend the Official Zoning Map of Jasper County so as to rezone the following properties from the Community Commercial Zoning District to the Village Commercial Zoning District: 083-00-03-004; 083-00-03-005; 083-00-03-006; 083-00-03-013; 083-00-03-014; 083-00-03-015; 083-00-03-016; 083-00-03-017; 083-00-03-018; 083-00-03-019; 083-00-03-020; 083-00-03-021; 083-00-03-022; 083-00-03-023; 083-00-03-027; 083-00-03-028; 083-00-03-043; 083-00-03-044; 083-00-03-050; 083-00-03-051; 083-00-03-052; 083-00-03-053; 083-00-03-054; 083-00-03-055; 083-00-03-056; 083-00-03-057; 083-00-03-061; 083-00-03-062; 083-00-03-063; 083-00-03-067; 083-00-03-068; 083-00-03-072; 083-00-05-001; 083-00-06-017; 083-00-06-024; 084-00-01-033; 084-00-01-034; 084-00-02-048; 084-00-02-049;

084-00-02-065; 084-00-03-006; 084-00-03-007; 084-00-03-008; 084-00-03-009;
084-00-03-010; 085-00-05-026; 085-00-05-027; 085-00-06-002; 085-00-06-003;
085-00-06-008;and 085-00-06-069.

11. **Amend the Official Zoning Map of Jasper County** so as to rezone the following properties from the General Commercial Zoning District to the Village Commercial Zoning District: 083-00-04-021; 083-00-04-022; 083-00-04-023; 083-00-04-024; 083-00-04-025; and 083-00-04-026.
12. **Amend the Official Zoning Map of Jasper County** so as to rezone the following properties from the Residential Zoning District to the Village Commercial Zoning District: 083-00-03-025; 083-00-03-026; and 084-00-03-004.
13. **Amend the Official Zoning Map of Jasper County** so as to rezone the following property from split zoned Community Commercial and Rural Preservation Zoning Districts to the Village Commercial Zoning District:083-00-03-045;
14. **Amend the Official Zoning Map of Jasper County** so as to rezone the following properties from split zoned Community Commercial and Residential Zoning Districts to the Village Commercial Zoning District:084-00-02-050; 085-00-06-001; 085-00-06-004; 085-00-06-006; 085-00-06-007; and 085-00-06-055.
15. **Amend the Official Zoning Map of Jasper County** so as to rezone the following property from split zoned Community Commercial and Residential Zoning Districts to split zoned Village Commercial and Residential Zoning District to replace the Community Commercial portion with Village Commercial: 084-00-02-044;
16. **Amend the Official Zoning Map of Jasper County** so as to rezone the following properties from the Community Commercial Zoning District to the Residential Zoning District: 084-00-01-035; 084-00-01-036; 084-00-01-073; 084-00-02-047; 084-00-03-002; 084-00-03-003; 084-00-03-013; and 084-00-03-014.
17. **Amend the Official Zoning Map of Jasper County** so as to rezone the following property from split zoned Community Commercial and Rural Preservation Zoning Districts to the Rural Preservation Zoning District: 083-00-06-070.
18. **Amend the Official Zoning Map of Jasper County** so as to rezone the following property from split zoned Community Commercial Zoning District and Residential Zoning District to the Rural Preservation Zoning District: 084-00-01-043.
19. **Amend the Official Zoning Map of Jasper County** so as to rezone the following property from split zone Community Commercial and Rural Preservation Zoning District to the Residential Zoning District: 084-00-03-001.

- 20. Amend the Official Zoning Map of Jasper County** so as to depict the Euhaw Overlay District as shown on the map in "Exhibit A" attached hereto and made a part hereof.
- 21. Pending Ordinance Effective Date.** Applications for permits, plats, or permissions of sufficient form and content and substantially complete as determined by the County staff, received by the County prior to June 20, 2023, may be reviewed and processed by the County. Otherwise, the provisions of this Ordinance shall be effective under the pending ordinance doctrine from the date of approval of the first reading and the announcement of the Council's intention to hold a public hearing, and any permit, application or plat accepted for filing by the Department of Planning and Building Services will be deemed in error, null and void, and of no effect whatsoever.
- 22. Severability.** If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or application is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.
- 23. This Ordinance shall take effect upon approval by Jasper County Council.**

W. J. Rowell, III
Chairman

ATTEST:

Wand Giles
Clerk to Council

ORDINANCE: O-2025-33

First Reading: July 15, 2024

Second Reading: April 20, 2026

Public Hearing: September 19, 2024

Second Public Hearing: May 5, 2025

Third Public Hearing: April 20, 2026

Adopted: June 15, 2026

Council Workshop: September 5, 2024, November 18, 2024, April 21, 2025, November 3, 2025, and April 2, 2026

Considered by the Jasper County Planning Commission at its meeting on June 25, 2024; August 28, 2024; January 14, 2025; January 13, 2026; and February 10, 2026; and recommended for approval.

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

**Interim County Attorney
Burr & Forman LLP
Walter J. Nester, III**

Date

ARTICLE 5. ZONING DISTRICT REGULATIONS

5:1. Establishment of zoning districts.

For purposes of this ordinance, the following zoning districts are hereby established:

PRIMARY DISTRICTS	
R	Residential
RRL	Residential Ridgeland Lakes
RP	Rural Preservation
RE	Resource Extraction
RC	Resource Conservation
VC	Village Commercial
CC	Community Commercial
GC	General Commercial
ID	Industrial Development
MB	Mixed Business

SPECIAL PURPOSE DISTRICTS	
PDD	Planned Development Districts
FHOD	Flood Hazard Overlay Districts
ACOD	Airport Compatibility Overlay Districts
LLOD	Levy-Limehouse Overlay District
HCOD	Highway Corridor Overlay District
IPOD	Interstate Proximity Overlay District
SFFZ	Solar Farm Floating Zone
GCOD	Gateway Corridor Overlay District
EOD	Euhaw Overlay District

(Ord. No. 09-12, § 5, 5-4-09; Ord. No. 11-24, § 1, 9-6-11; Ord. No. 12-10, § 1, 6-18-12; Ord. No. 16-13, § 2, 7-18-16; Ord. No. 17-04, § 1, 4-17-17)

5:2. Purpose of districts.

Collectively, these districts are intended to advance the purposes of this ordinance, as stated in the preamble. Individually, each district is designed and intended to accomplish the following more specific objectives.

5:3. Primary districts.

R RESIDENTIAL DISTRICT

The purpose of this district is to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.

RRL RESIDENTIAL, RIDGELAND LAKES

The purpose of this district is to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses in the Ridgeland Lakes subdivision.

RP RURAL PRESERVATION DISTRICT

The intent of this classification is to preserve, sustain, and protect from suburban encroachment rural areas and resources, particularly forest and agricultural, and maintain a balanced rural-urban environment.

The retention of open lands, woodlands, plantations, and farmlands, which make up a large part of this area, are essential to clean air, water, wildlife, many natural cycles, and a balanced environment, among other things. Even more essential from an economic perspective are the agricultural lands and farming operations in this area. Also provided by this district is a rural environment of larger acreage lots.

RE RESOURCE EXTRACTION

The intent of this classification is to protect, preserve, sustain, and protect activities which specifically extract or harvest natural resources for commercial or industrial purposes, such as mining, excavations, excavation operations and activities, while concurrently ensuring protection of the health, safety, welfare of nearby residents and the value of nearby property. The resource extraction district will protect economically important mineral resources of the county for current and future use and will protect existing land uses adjacent to potential mineral lands from undue harm that may result from mineral extraction activity.

Businesses extracting resources are essential activities that may present unique challenges when considering adjacent properties and protection of public health, safety and welfare. However, it is intended that this zoning classification only apply to those portions of the county where the potential for conflict between adjacent current and future land uses and the mineral extraction activities are minimal. Any zoning map amendment to designate a property as RE should be carefully considered by assessing the following factors, including but not limited to: impact on environmentally sensitive areas and critical natural resources; impact on health, safety and welfare of the county residents; impact on the character of existing communities; impact on adjacent land value; traffic generation and potential mitigation; and any other factor considered essential to address.

RC RESOURCE CONSERVATION DISTRICT

The purpose of this district is to protect from misuse and to ensure for future generations the county's environmentally sensitive, wetlands, marshes, rivers, creeks, and other natural resources critical to the ecosystems they support, however, the above is not intended to discourage quality development.

Due to the fragile nature of these resources, development standards for this district generally are more rigid than elsewhere in the county, requiring closer attention to the environment, and mitigation of land disturbing activity which would negatively impact such resources.

VC VILLAGE COMMERCIAL

The intent of this classification is to allow for small-scale retail and other commercial uses, typically located at or near roadway intersections, intended to primarily meet the needs of residents in the nearby communities. The design of village commercial uses should reflect vernacular building designs associated with the South Carolina Lowcountry.

CC COMMUNITY COMMERCIAL

The intent of this district is to provide commercial nodes and more diverse housing options in convenient and strategic locations of the county to meet "community needs, and to encourage clustering development as opposed to strip commercial development and commercial sprawl. Community commercial areas are intended to

provide adequate, logically placed and convenient locations for commercial establishments in relation to residential housing and to minimize trip generation for those living in more rural areas of Jasper County.

GC GENERAL COMMERCIAL DISTRICT

This district is intended to support large commercial development(s) in major unincorporated areas of Jasper County, such as Point South. This district is projected to have most public facilities and infrastructure in support of urban development such as schools, sewer, water, streets, etc., and as such is intended to provide the regulations and capital improvements which will support new development. It consists of areas where development logically should locate as a consequence of planned public facilities and associated capital expenditures. District regulations permit limited development of generally suburban character, providing for a full range of commercial, institutional, industrial and residential uses.

ID INDUSTRIAL DEVELOPMENT DISTRICT

The intent of this district is to accommodate certain industrial uses which, based on their operational characteristics, are incompatible with residential, social, medical, and commercial environs. As a result, the establishment of such districts shall be restricted to areas geographically removed or buffered from such environs, and the operations of such uses monitored by performance standards to ensure environmental compatibility.

MB MIXED BUSINESS DISTRICT

The purpose of this district is to provide suitable locations for a mixture of commercial and low-intensity industrial uses at key nodes and corridors throughout the county. Mixed business locations are generally located along major thoroughfares in centers where existing development is located and provide good access to transportation routes. Intense manufacturing operations are not allowed in this district and specific development standards are in place to protect neighboring land uses, including residential properties.

(Ord. No. 09-12, § 6, 5-4-09; Ord. No. 11-24, § 2, 9-6-11)

5:4. Special purpose districts.

PDD PLANNED DEVELOPMENT DISTRICT

The intent of the Planned Development District is to encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare.

Within the PDD, regulations adapted to unified planning and development are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree than where such regulations are designed to control unscheduled development on individual level or tracts, promote economical and efficient land use, provide an improved level of amenities including open spaces, foster a harmonious variety of uses, encourage creative design, and produce a better environment.

In view of the substantial public advantage of "planned development", it is the intent of these regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, including large undeveloped tracts.

FHOD FLOOD HAZARD OVERLAY DISTRICTS

The intent of the flood hazard overlay district is to protect human life and health, minimize property damage, encourage appropriate construction practices, and minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.

Additionally, this overlay district is intended to help maintain a stable tax base by providing for the sound use and development of flood-prone areas and to ensure that potential home buyers are notified that property is in a

flood area. The provisions of this overlay district are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, street and bridges located in the floodplain, and prolonged business interruptions; and to minimize expenditures of public money for costly flood control projects and rescue and relief efforts associated with flooding.

ACOD AIRPORT COMPATIBILITY OVERLAY DISTRICT

The intent of the airport compatibility overlay district is to protect the dual interests of airports and neighboring land uses, and to promote the use and development of land in a manner that is compatible with the operation and use of an airport so as to protect the public investment in, and benefit provided by the facility to the region. The overlay district also protects the public health, safety, convenience, and general welfare of citizens who utilize the facility or live and work in the vicinity by preventing the creation or establishment of obstructions or incompatible land uses that are hazardous to the airport's operation or the public welfare. In general, the overlay district shall:

1. Protect and promote the general health, safety, economy, and welfare of airport environs.
2. Prevent the impairment and promote the utility and safety of airports.
3. Promote land use compatibility between airports and surrounding development.
4. Protect the character and stability of existing land uses.
5. Enhance environmental conditions in areas affected by airports and airport operations.
6. Prohibit noise sensitive uses within locations around the airport that are impacted by aircraft-related noise.
7. Protect the functional integrity of the airport by prohibiting land uses that are negatively affected by the higher levels of noise generated by aircraft operations.
8. Protect airport operations and reduce conflicts between aircraft and structures by requiring height limits within certain distances of the airport facilities.

LLOD LEVY-LIMEHOUSE OVERLAY DISTRICT

The intent of the Levy-Limehouse Overlay District is to provide the residents of this unique unincorporated community the ability to subdivide parcels, as though they were within a municipality, parcels which are smaller in size than that allowed by the underlying zoning district(s).

HCOD HIGHWAY CORRIDOR OVERLAY DISTRICT

The intent of the highway corridor overlay district is to provide additional buffering protection along frontage properties in special growth areas in accordance with the Jasper County Comprehensive Plan.

IPOD Interstate Proximity Overlay District

The purpose and intent of the IPOD is to promote a flexible mix of industrial and commercial highway interchange appropriate uses. The county recognizes that certain areas of the county are areas of economic importance based upon the availability of infrastructure, proximity to energy, utilities and transportation are critical. The IPOD adds an extra layer of land use regulation over the underlying zoning, which allows increased flexibility in land use, exempts certain provisions of this ordinance, and adds safeguards to ensure proper industrial and commercial growth.

SFFZ Solar Farm Floating Zone

The purpose and intent of the Solar Farm Floating Zone (SFFZ) is to promote the use of solar energy as a source of electricity and facilitate the construction, installation, and operation of Solar Energy Systems (SES) in Jasper County in a manner that promotes economic development and ensures the protection of health, safety, and

welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands.

GCOD Gateway Corridor Overlay District

The purpose of the Gateway Corridor Overlay District (GCOD) is to promote an appropriate mix of commercial land uses that can coexist with residential land uses. Jasper County recognizes that infrastructure and transportation needs are critical and should be considered relative to connectivity, aesthetic appearance, and safety. The intent of the Gateway Corridor Overlay District is to provide overall design standards that will enhance the entrance into the county and discourage incompatible land uses that may detract from the image of this important gateway. The GCOD specifies the types of uses and additional development standards needed in this area which will have significant influence on the overall character and appearance of Jasper County.

EOD EUHAW OVERLAY DISTRICT

The intent of the Euhaw Overlay District is to maintain the rural character of the area, protect important historic, cultural, and natural resources, and minimize the impacts of development on surrounding water resources, particularly the Broad River. Development in this area should respect the existing conditions and minimize the visual impact of buildings on the area through careful site planning, including maintaining and enhancing existing vegetation.

(Ord. No. 12-10, § 2, 6-18-12; Ord. No. 16-13, § 3, 7-18-16; Ord. No. 17-04, § 2, 4-17-17)

ARTICLE 6. USE REGULATIONS

6:1. Permitted use and conditional uses.

Principle uses shall be allowed within the base zoning districts of this ordinance in accordance with subsection 6.1 Table 1.

The North American Industry Classification System, 1997, is the basis for determining the use of property permitted by the various zoning districts. Where uncertainty exists relative to a given use not specifically listed by Table 1, the NAICS Manual should be consulted. In general, all uses listed by a given NAICS number and category should be construed as being permitted in the assigned zoning district, unless separately listed.

To aid in the use of Table 1, it is arranged by NAICS Sectors, followed by the uses and codes included in the respective sector:

Sector 11: Agriculture, Forestry, Fishing and Hunting

Sector 21: Mining

Sector 22: Utilities

Sector 23: Construction

Sector 31—33: Manufacturing

Sector 42: Wholesale Trade

Sector 44—45: Retail Trade

Sector 48—49: Transportation and Warehousing

Sector 51: Information

Sector 52: Finance and Insurance

Sector 53: Real Estate and Rental and Leasing

Sector 54: Professional, Scientific, and Technical Services

Sector 55: Management of Companies and Enterprises

Sector 56: Administrative and Support and Waste Management and Remediation Services

Sector 61: Educational Services

Sector 62: Health Care and Social Assistance

Sector 71: Arts, Entertainment, and Recreation

Sector 72: Accommodation and Food Services

Sector 81: Other Services (except Public Administration)

Sector 92: Public Administration

Uses and NAICS code references are displayed within the appropriate sector in numerical order, beginning with Sector 11 (Agricultural, Forestry, Fishing and Hunting) and running through Sector 92 (Public Administration).

Section 6.1—Table 1

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Sector 11: Agriculture, Forestry, Fishing and Hunting (Sec. 6:2.16)											
Agricultural Production, Crops	111	N	N	P	P	N	N	P	P	P	N
Agricultural Production, Livestock, Animals	112										
Livestock, Except Feedlots (Article 11:7.1)	112111	C	N	C	PC	N	N	N	P	C	N
Feedlots	112112	N	N	N	PC	N	N	N	N	N	N
Poultry and Eggs (Article 11:7.2)	1123	C	N	C	PC	C	C	N	N	C	N
Animal Specialties (Article 11:7.3)	1129	C	N	C	P	N	N	N	N	C	N
Horses and Other Equine (Article 11:7.3.A)	11292	PC	N	P	P	N	N	N	N	P	N
General Farms	11299	PN	N	P	P	N	N	P	N	P	N
Fishing, Hunting, Trapping	1141-2	N	N	P	P	N	P	P	N	P	N
Agricultural Services	115	N	N	P	P	N	P	P	N	P	N
Forestry	11531	N	N	P	P	N	N	N	P	P	N
Sector 21: Mining and Mine Operation											
Mining (Article 11:7.4)	212	N	N	N	N	N	N	N	N	C	N
Sector 22: Utilities											
Electric, Gas, and Sanitary Services	221										
Electric	2211										
Generation	22111	N	N	N	P	N	N	P	P	N	N
Solar Electric Power Generation Accessory (Article 11:7.5B)	22114	C	C	C	C	C	C	C	C	C	C
Solar Farm (See Article 8:7)	22114										
Transmission	22112	P	P	P	P	P	P	P	P	N	P
Natural Gas Distribution	2212	P	P	P	P	P	P	P	P	N	P
Water Supply Systems	22131										
Storage/Treatment	22131	N	N	P	P	N	P	P	P	N	P
Transmission	22131	P	P	P	P	P	P	P	P	N	P
Sewerage Systems	22132										
Collection	22132	P	P	P	P	P	P	P	P	N	P
Treatment (Article 11:7.5)	22132	N	N	N	P	N	C	P	P	N	P
Sector 23: Construction											
Bldg. Construction-General Contract and Operative Builders	233	N	N	N	N	N	N	P	P	N	P
Heavy Construction other than Building Construction-Contractors	234	N	N	N	N	N	N	P	P	N	P
Special Trade Contractors (Article 11:7.6)	235	N	N	N	N	N	C	P	P	N	P
Sector 31-33: Manufacturing (Article 11:7.7)											
Food	311	N	N	N	N	N	N	N	P	N	C
Beverage and Tobacco	312	N	N	N	N	N	N	N	P	N	C
Textile Mills	313	N	N	N	N	N	N	N	P	N	C
Textile Product Mills	314	N	N	N	N	N	N	N	P	N	C
Apparel	315	N	N	N	N	N	N	N	P	N	C
Leather and Allied Products	316	N	N	N	N	N	N	N	P	N	C

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	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Wood Products	321	N	N	N	C N	N	N	N	P	N	C
Paper	322	N	N	N	N	N	N	N	P	N	C
Printing and Related Activities	323	N	N	N	N	N	N	P	P	N	C
Petroleum Products	324	N	N	N	N	N	N	N	P	N	N
Chemical Products	325	N	N	N	N	N	N	N	P	N	N
Plastic and Rubber Products	326	N	N	N	N	N	N	N	P	N	N
Nonmetallic Mineral Products	327	N	N	N	N	N	N	N	P	N	C
Primary Metal	331	N	N	N	N	N	N	N	P	N	C
Fabricated Metal Products	332	N	N	N	N	N	N	N	P	N	C
Machinery	333	N	N	N	N	N	N	N	P	N	C
Computer and Electronic Products	334	N	N	N	N	N	N	N	P	N	C
Electrical Equipment, Appliances and Components	335	N	N	N	N	N	N	N	P	N	C
Transportation Equipment	336	N	N	N	N	N	N	N	P	N	C
Furniture and Related Products	337	N	N	N	N	N	N	N	P	N	C
Miscellaneous Manufacturing	339	N	N	N	N	N	N	N	P	N	C
Sector 42: Wholesale Trade (Article 11:7.8)											
Wholesale Trade-Durable Goods	421	N	N	N	N	N	N	P	P	N	P
Used Motor Vehicle Parts, (Article 11:7.8)	421140	N	N	N	N	N	N	N	C	N	N
Recyclable Material, (Article 11:7.8)	42193	N	N	N	N	N	N	N	C	N	N
Junkyards (Article 18)		N	N	N	N	N	N	N	C	N	N
Wholesale Trade-Nondurable Goods	422	N	N	N	N	N	N	P	P	N	P
Sector 44-45: Retail Trade											
Motor Vehicle and Parts	441	N	N	N	N	N	N	P	P	N	P
Automobile Dealers (Article 11:7.9)	4411	N	N	N	N	N	C	P	P	N	P
Automotive Parts and Accessories Store (Article 11:7.9A)	441310	N	N	N	N	N	C	P	P	N	P
Furniture and Home Furnishings	442	N	N	N	N	P	P	P	N	N	P
Electronics and Appliances	443	N	N	N	N	P	P	P	N	N	P
Building Materials, Garden Supplies	444									N	
Lumber and Building Materials (Article 11:7.10)	4441	N	N	N	N	C	C	P	P	N	P
Hardware Stores	444130	N	N	N	N	C	C	P	P	N	P
Lawn and Garden Equipment and Supplies Stores	4442	N	N	N	N	P	P	P	P	N	P
Food and Beverage Stores	445										
Grocery Stores	4451	N	N	N	N	P	P	P	N	N	N
Convenience Stores	44512	N	N	N	N	P	P	P	N	N	N
Specialty Stores	4452	N	N	N	N	P	P	P	N	N	N
Fruit and Vegetable	44523	N	N	P	P	P	P	P	N	N	N
Beer, Wine, and Liquor	4453	N	N	N	N	N	P	P	N	N	N
Health and Personal Care	446	N	N	N	N	P	P	P	N	N	N

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	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Gasoline Stations (Article 11.7.10A)	447	N	N	N	N	C	P	P	P	N	N
Truck Stops	44719	N	N	N	N	N	N	N	P	N	N
Clothing and Accessory Stores	448	N	N	N	N	P	P	P	N	N	N
Sporting Goods, Hobbies, Books, and Music	451	N	N	N	N	P	P	P	N	N	N
General Merchandise Stores	452	N	N	N	N	P	P	P	N	N	N
Miscellaneous Retail	453	N	N	N	N	P	P	P	N	N	N
Flea Markets	4533	N	N	N	N	N	N	P	N	N	P
Manufactured Home Dealers	45393	N	N	N	N	N	N	P	N	N	P
Non-Store Retailers	454	N	N	N	N	N	P	P	P	N	C
Fuel Dealers (Article 11:7.11)	45431	N	N	N	N	N	P	P	N	N	N
Sector 48-49: Transportation and Warehousing											
Air Transportation (Article 8:3)	481	N	N	N	€ N	N	N	C	C	C	N
Rail Transportation	482	N	N	N	N	N	P	P	P	N	C
Water Transportation	483	N	N	N	N	P	P	P	P	N	C
Truck Transportation	484	N	N	N	N	N	N	P	P	N	C
Used Household and Office Goods Moving (Article 11:7.11A)	484210	N	N	N	N	N	C	P	P	N	C
Transit and Ground Passenger Transportation	485	N	N	N	N	N	P	P	P	N	C
Pipeline for Transportation	486	N	N	N	N	N	N	P	P	N	C
Scenic and Sightseeing Transportation Storage	487	N	N	P	N	N	N	P	P	N	C
Support Activities for Transportation	488	N	N	N	N	N	N	P	P	N	C
Motor Vehicle Towing	488410	N	N	N	N	N	N	C	C	N	C
US Postal Service	491	N	N	P	N	P	P	P	P	N	P
Warehousing and Storage	493	N	N	N	N	N	N	P	P	N	C
Sector 51: Information											
Publishing Industries	511	N	N	N	N	N	N	P	P	N	P
Motion Pictures and Sound Industries	512	N	N	N	N	N	N	P	P	N	P
Motion Picture Theaters	512131	N	N	N	N	N	N	P	N	N	N
Broadcasting and Telecommunications	513	N	N	N	N	N	P	P	P	N	P
Communication Towers and Ant. (Article 11:7.12)	5131	C	C	C	C	C	C	C	C	C	C
Information Services and Data Processing	514	N	N	N	N	N	P	P	P	N	P
Libraries (Article 11:7.13)	51412	C	C	N	P N	P	P	P	P	N	N
Sector 52: Finance and Insurance											
Banks	521	N	N	N	P N	P	P	P	P	N	N
Credit Intermediation	522	N	N	N	N	N	P	P	P	N	N
Pawn Shops	522298	N	N	N	N	N	N	P	N	N	N
Security and Commodity Contracts, and Financial Investments	523	N	N	N	N	P	P	P	P	N	N

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	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Insurance Carriers and Related Activities	524	N	N	N	N	P	P	P	P	N	N
Funds, Trust, and Other Financial Vehicles	525	N	N	N	N	P	P	P	P	N	N
Sector 53: Real Estate, Rental and Leasing											
Real Estate	531	N	N	N	N	N	P	P	P	N	N
Mini-Warehouses (Article 11:7.14)	53113	N	N	N	N	N	N	C	P	N	C
Offices of Real Estate Agents and Brokers	5312	N	N	N	N	P	P	P	P	N	P
Rental and Leasing Services	532	N	N	N	N	N	P	P	N	N	P
Video Tape Rental	53223	N	N	N	N	N	P	P	N	N	N
Sector 54: Professional, Scientific, and Technical Services											
Professional, Scientific, Technical Services	541	N	N	N	N	P	P	P	P	N	P
Display Advertising - Signs	54185	See Article 15									
Veterinary Services	54194	N	N	N	P	P	P	P	N	N	P
Sector 55: Management of Companies and Enterprise											
Management of Companies and Enterprises	551	N	N	N	N	P	P	P	P	N	P
Sector 56: Administrative and Support, Waste Management and Remediation Services											
Administrative and Support Services	561	N	N	N	N	N	P	P	P	N	P
Repossession Services (Article 11:7.11B)	561491	N	N	N	N	N	N	C	C	N	C
Landscape Services	56173	N	N	N	N	N	P	P	P	N	P
Waste Management Services	562										
Waste Collection (Article 11:7.15)	5621	N	N	N	N	N	N	N	C	N	N
Hazardous Waste Treatment and Disposal	562211	N	N	N	N	N	N	N	N	N	N
Solid Waste Landfill (Article 11:7.16)	562212	N	N	N	N	N	N	N	C	N	N
Solid Waste Incinerators (Article 11:7.17)	562213	N	N	N	N	N	N	N	C	N	N
Material Recovery Facilities (Article 11:18)	56292	N	N	N	N	N	N	N	C	N	N
All Other Waste Management (Article 11:19)	56299	N	N	N	N	N	N	N	C	N	N
Sector 61: Educational Services											
Educational Services	611										
Elementary Schools	6111	P	N	P	N	N	P	P	N	N	N
Secondary Schools	6111	P	P	P	N	N	P	P	N	N	N
Jr. Colleges, Colleges, Universities, Professional Schools	6112-3	N	N	N	N	N	P	P	N	N	N
Business Schools, Computer, and Management Training (Article 11:7.19a)	6114-5	N	N	N	N	C	P	P	P	N	N
Other Schools and Instruction (Article 11:7.19a)	6116	C	C	N	N	C	P	P	N	N	N

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Educational Support Services	6117	N	N	N	N	N	N	P	P	N	N
Sector 62: Health Care and Social Assistance											
Ambulatory Health Care Services	621	N	N	N	N	P	P	P	N	N	N
Hospitals	622	N	N	N	N	N	P	P	N	N	N
Nursing and Residential Care Facilities	623	N	N	N	N	P	P	P	N	N	N
Nursing Care Facilities (Article 11:7.20)	6231	C	C	C	N	P	P	P	N	N	N
Community Care for Elderly (Article 11:7.21)	6233	C	C	C	N	P	P	P	N	N	N
Other Residential Care Facilities (Article 11:7.21A)	623990	C	C	C	N	P	P	P	N	N	N
Social Assistance	624	N	N	N	N	P	P	P	N	N	N
Individual and Family Services	6241	N	N	N	N	P	P	P	N	N	N
Community, Food, and Housing and Emergency and Relief Services	6242	N	N	N	N	P	P	P	N	N	N
Vocational Rehabilitation Services	6243	N	N	N	N	P	P	P	P	N	N
Day Care Services (Article 11:7.22)	6244	C	C	C	N	C	C	C	C	N	N
Sector 71: Arts, Entertainment, and Recreation											
Performing Arts, Spectator Sports and Related Industries	711	N	N	N	N	N	N	P	N	N	N
Museums, Historical Sites, and Similar Institutions (Article 11:7.23)	712	N	N	C	C	C	P	P	N	N	N
Amusement, Gambling, and Recreation	713	N	N	N	N	N	N	P	N	N	N
Golf Courses and Country Clubs (Article 11:7.24)	71391	P-N	P-N	P-C	P-C	N	P	P	N	N	N
Marinas (Article 11:7.24A)	71393	C-N	C-N	P-N	P	N	P	P	P	N	N
Gun Club and Skeet Ranges (Article 11:7.25)	713990	N	N	C	C	N	N	C	N	N	N
Sector 72: Accommodation and Food Services											
Accommodations	721										
Hotels and Motels	72111	N	N	N	N	N	P	P	N	N	N
Bed and Breakfast Inns (Article 11:7.26)	721191	C	C	C	C	P	P	P	N	N	N
Camps and Recreational Vehicle Parks (Article 11:7.27)	72121	N	N	C	C	C	C	C	N	N	N
Rooming and Boarding Houses, Dormitories, Group Housing	72131	N	N	N	N	N	P	P	N	N	N
Eating Places	7221-3	N	N	P	N	P	P	P	P	N	N
Fast Food Restaurants		N	N	N	N	N	P	P	P	N	N
Drinking Places	7224	N	N	N	N	N	N	P	N	N	N
Sector 81: Other Services (except Public Administration)											
Auto Repair and Maintenance (Article 11:7.27A)	8111	N	N	N	N	N	C	C	C	N	C
Personal and Laundry Services	812										
Personal Care Services (Article 11:7.28)	8121	N	N	N	C-N	P	P	P	P	N	N

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Funeral Homes and Services	81221	N	N	N	N	P	P	P	P	N	N
Cemeteries (Article 11:7.29)	81222	N	N	C	C	C	C	C	C	N	N
Crematories	81222	N	N	N	N	N	P	P	P	N	P
Laundry and Dry Cleaning Services	8123	N	N	N	N	N	P	P	P	N	P
Coin Operated Laundries/Dry Cleaning	81231	N	N	N	N	N	P	P	N	N	N
Pet Care Services (Except for Animal Shelters)	81291	N	N	N	N	N	N	P	P	N	N
Animal Shelters Only (Article 11:7.29A)	812910	N	N	C	N	N	N	P	P	N	N
Automotive Parking Lots and Garages	81293	N	N	N	N	N	P	P	P	N	P
Sexually Oriented Business (Article 17)	81299	N	N	N	N	N	N	C	N	N	N
All Other Personal Services	81299	N	N	N	N	N	P	P	N	N	N
Religious, Fraternal, Professional, Political, Civic, Business Organizations	813										
Religious Organizations	81311	P	P	P	P	P	P	P	P	N	N
All Other Organizations	8132-9	N	N	N	N	P	P	P	P	N	N
Sector 92: Public Administration											
Executive, Legislative, and General Govt.	921	N	N	N	N	P	P	P	P	N	P
Justice, Public Order and Safety	922	N	N	N	N	N	P	P	P	N	P
Courts	92211	N	N	N	N	N	P	P	P	N	P
Police Protection	92212	P	P	P	P	P	P	P	P	N	P
Correctional Institutions	92214	N	N	N	N	N	N	N	P	N	P
Fire Protection	92216	P	P	P	P	P	P	P	P	N	P
Administration of Human Resources	923	N	N	N	N	P	P	P	P	N	P
Administration Of Environmental Quality and Housing Program	924-5	N	N	N	N	N	P	P	P	N	P
Public Parks and Recreation	924120	P	P	P	P	P	P	P	P	N	P
Administration of Housing, Planning, CD Programs	925	N	N	N	N	P	P	P	P	N	P
Administration of Economic Programs	926	N	N	N	N	N	P	P	P	N	P
Residential Uses											
Site Built Housing											
Existing Single-Family Detached	NA	P	P	P	P	P	P	P	N	N	N
Single-Family Detached	NA	P	P	P	P	P	P	P	N	N	N
Second Single-Family Residential Dwelling Unit (Sec. 11:7.30)	NA	C	N	C	N	C	C	N	N	N	N
Duplexes (Sec 11:7.31)	N/A	N	N	N	N	C	C	C	N	N	N
Multi-Family Apartments (Sec 11:7.31A)	N/A	N	N	N	N	N	C	C	N	N	N
Townhouses (Sec 11:7.32)	N/A	N	N	N	N	N	C	C	N	N	N
Patio Houses (Sec 11:7.33)	N/A	N	N	N	N	N	C	C	N	N	N
Manufactured Housing (Article 12:9)											

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Residential Designed (Sec. 11:7.30B)	NA	P	N	P	P	C	C	N	N	N	N
Standard Designed (Sec. 11:7.30B)	NA	P	N	P	P	C	C	N	N	N	N
Second Unit, Family Member Only (Sec. 11:7.34)	N/A	C	N	C	N	C	C	N	N	N	N
Family Estate											
Existing Single-Family Detached (Sec. 11:7.35)	NA	C	N	C	N	C	C	C	N	N	N
Single-Family Detached (Sec. 11:7.35)	NA	C	N	C	N	C	C	C	N	N	N
Manufactured Housing, Residential Designed (Sec. 11:7.35)	NA	C	N	C	N	C	C	C	N	N	N
Manufactured Housing, Standard Designed (Sec. 11:7.35)	NA	C	N	C	N	C	C	C	N	N	N
Accessory Uses to Residential Uses											
Bathhouses and Cabanas	NA	P	P	P	P	P	P	P	N	N	N
Domestic Animal Shelters	NA	P	P	P	P	P	P	P	N	N	N
Non-Commercial Greenhouses	NA	P	P	P	P	P	P	N	N	N	
Private Garage and Carport	NA	P	P	P	P	P	P	P	N	N	N
Storage Building	NA	P	P	P	P	P	P	P	N	N	N
Swimming Pool, Tennis Courts	NA	P	P	P	P	P	P	P	N	N	N
Auxiliary Shed, Workshop	NA	P	P	P	P	P	P	P	N	N	N
Home Occupation (Article 11:7.36)	NA	C	C	C	C	C	C	C	N	N	N
Horticulture, Gardening	NA	P	P	P	P	P	P	P	N	N	N
Family Day Care Home	NA	P	P	P	P	P	P	P	N	N	N
Satellite Dishes, etc.	NA	P	P	P	P	P	P	P	N	N	N
Accessory Uses to Non-Residential Uses											
Buildings, Structures, Lift Stations, etc. (Article 11:7.37)	NA	N	N	C	C	C	P	P	P	N	C
Open Storage (Article 11:7.38)	NA	N	N	N	C	N	C	C	C	C	C
Temporary Uses											
All Temporary Uses; Non-Residential (Article 11:7.39)	NA	C	C	C	C	C	C	C	C	C	C
Temporary Accessory Dwelling Unit (Article 11:7.40)	NA	C	C	C	C	C	C	C	N	N	C

6:1.1. *Uses Permitted By-Right = P.* The letter "P" indicates that a use type is permitted by-right in the respective zoning district, subject to compliance with all other applicable regulations of this ordinance.

6:1.2. *Uses Subject to Conditions = C.* The letter "C" indicates that a use type is permitted in the respective zoning district only if it complies with the industry specific and sometimes case specific conditions of article 11 and all other applicable regulations of this ordinance and if approved in accordance with the review procedures set forth in article 11. A section number reference following a use category means the use must meet the additional conditions and requirements of the referenced section.

6:1.3. *Uses Not Allowed = N.* The letter "N" indicates that a use type is not permitted in the respective zoning district, unless it is otherwise expressly allowed by other regulations of this ordinance.

6:1.4. *New or Unlisted Uses.* Any uses found in the latest edition of the NAICS Manual but not listed in Table 1 above shall adhere to the allowed uses as listed in the next available high order category. Should the allowed uses be unspecified in any of the higher order categories, the DSR(s) shall be authorized to make a similar use interpretation in accordance with South Carolina Code of Laws Section 6-29-710.

Uses not listed in the NAICS Manual are identified by the letters "NA" (Not Applicable) in the NAICS column. If an application is submitted for a use type that is not listed as an allowed use in one or more zoning districts, the DSR shall be authorized to make a similar use interpretation.

6:1.5. *Reserved.*

6:1.6. *Accessory Uses.* A use which is naturally and normally incident and subordinate to the principal use of a structure or lot shall be permitted in all zones unless otherwise stated.

(Ord. No. 08-11, § 1, 5-5-08; Ord. No. 09-06, § 1, 2-2-09; Ord. No. 09-12, §§ 7, 9, 5-4-09; Ord. No. 09-28, § 1, 10-5-09; Ord. No. 11-09, § 1, 4-18-11; Ord. No. 11-24, §§ 3—5, 9-6-11; Ord. No. 12-03, § 1, 3-5-12; Ord. No. 12-16, § 1, 9-17-12; Ord. No. 2013-04, § 1, 4-1-13; Ord. No. 2015-18, § 1, 8-17-15; Ord. No. 2015-29, § 1, 9-21-15; Ord. No. 2015-26, § 1, 12-7-15; Ord. No. 17-13, § 1, 5-15-17; Ord. No. 2020-22, § 1, 10-5-20; Ord. No. 2020-24, § 1, 1-21-20; Ord. No. 2020-25, § 1, 2-3-20)

6:2. Affordable housing bonus.

A. *Affordable housing general standards.*

1. *Design.* Design shall conform to the following:
 - a. The units shall be located in a random fashion throughout the development, and mixed in such a way that they blend with the character of the community. In multi-family developments, the designated units shall be mixed throughout the buildings.
 - b. Exterior materials, details, style, landscaping, and other elements of the units that are visible shall be identical to those of the other units in the development.
2. *Control of units.* The units shall be regulated to ensure that they remain available as affordable units. The following are acceptable methods of regulation:
 - a. Management may be by a private developer, nonprofit housing agency, or housing authority. The eligibility rules shall be reviewed and approved by the housing authority to ensure they meet state and federal requirements. Where there are no state or federal funds or programs involved, the housing authority shall review the pro forma to ensure the eligibility requirements match the cost reduction provided by the bonus.
 - b. *Sales units.* These units may be sold subject to agreements that limit appreciation and that require the units to be sold to people eligible for such units. Appreciation shall be geared to the percentage increase in assessed value in the development.
 - c. Nothing in subsection 2.a. or 2.b. of this section shall prohibit units to be sold to a housing authority or a recognized nonprofit, affordable housing corporation.
 - d. *Rental units.* These units shall be rented only to eligible tenants based on the approved eligibility program.

B. *Types of affordable housing bonuses.*

1. *Single family cluster.* In a single-family cluster, the developer shall submit the site capacity calculations to establish the base density. The bonus shall be granted provided all requirements of this article are met, as well as the following conditions:

-
- a. The bonus shall be permitted only when natural resources do not limit the density.
 - b. Fifty percent of the additional units shall meet the criteria of subsection 6:2.15.A.
 - c. A site plan shows the additional units being accommodated by.
 - (i) A revised set of lot standards which reduces lot area for all lots or uses several lot sizes; and/or
 - (ii) The amount of open space as required by this ordinance is maintained.
2. *Planned, community or multifamily developments.* Developers of these uses can propose up to a 20-percent increase in density maximums, which shall be granted, provided the requirements of this article are met. The actual bonus shall be determined by this section. The developer shall submit the site capacity analysis to establish the base density, as well as meet the following conditions:
- a. The bonus shall be permitted only when natural resources do not limit the density.
 - b. Fifty percent of the additional units shall meet the criteria of subsection 6:2.15.A.
 - c. A site plan showing the additional units being accommodated by any combination of the following:
 - (i) A revised mix of dwelling unit types. The developer may introduce a unit type that uses less land to partially achieve the increase in density.
 - (ii) The affordable units shall be mixed into all unit types used on the plan.
 - (iii) The amount of open space as required by this ordinance is maintained.

Example: Site capacity in a planned development permits 100 dwelling units. Use of the bonus would permit a total of 120 dwelling units, of which ten must be affordable units. The 100 base units would sell for \$180,000.00. The raw land cost, site development cost and profit on the lot would be 25 percent of the total or \$45,000.00 per lot. The building cost, including both hard costs and soft costs, would be \$80.00 per square foot or \$135,000.00 for a 1,688-square-foot house. The ten affordable units would be \$78.00 per square foot or \$109,000.00 for a 1,400-square-foot house. This represents a reduction of 39 percent which makes it very affordable when compared to the market housing. The developer's bonus is ten market units. Since there are 110 units to allocate over the cost of land and improvements of \$4,500,000.00, the ten-unit bonus in market units reduces the per-unit cost to \$40,909.00. If the site was a suburban planned development with a 1.83 gross density and 40 percent open space, it would have the following land allocation: 54.6 acres, of which 40 percent (21.9 acres) was open space, leaving 32.7 acres of buildable land. With about 15 percent streets, the average lot size would have been 12,100 square feet. The affordable project would have 120 units for a density of 2.19 dwelling units per gross acre. Open space would be reduced from 40 percent to 38.0 percent (20.7 acres), thus providing 33.9 acres for development and resulting in 120 lots of about 10,000 square feet each.

(Ord. No. 11-24, § 6, 9-6-11)

Editor's note(s)—Ord. No. 11-24, § 6, adopted September 6, 2011, amended section 6:2 in its entirety to read as herein set out. Formerly, section 6:2 pertained to conditional use regulations, and derived from Ord. No. 09-06, §§ 3—6, adopted February 3, 2009; Ord. No. 09-12, §§ 8, 10, adopted May 4, 2009; Ord. No. 09-28, § 2, adopted October 5, 2009, and Ord. No. 11-09, § 2, adopted April 18, 2011.

ARTICLE 7. PRIMARY DISTRICTS

7:1. Permitted uses.

See section 6.1, Table 1.

7:2. Minimum lot area.

The minimum lot areas per dwelling unit for each zoning district are listed in section 7.3, Table 1 unless otherwise required by the South Carolina Department of Health and Environmental Control (SCDHEC).

7:3. Yard and setback requirements.

All setback lines adjacent to a public right-of-way are measured from the edge of the public right-of-way. When the right-of-way is not known, the setback shall be measured from the edge of the pavement or back of the curb, if present, and each required setback shall be increased by a minimum of ten feet.

In such cases in the residential zone where the frontage along both sides of the street is at least 50 percent developed, then the required front yard setback for a new structure not the subject of a site plan or subdivision application may be modified to the average for the existing development.

Setbacks from existing roads will be consistent with the requirements outlined in the appropriate zoning district and listed in Table 1.

**Table 1:
Schedule of Lot Area, Yard, Setback, and Density By District**

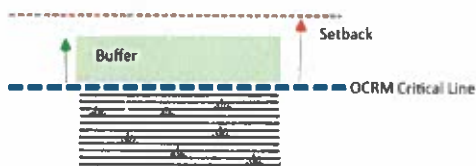
	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Minimum Lot per Unit										
Non Residential Area (SF)	40,000	N/A	2 acres	2 acres	10,000	10,000	10,000	12,000	2 acres	12,000
Residential										
Single-Family	.5 acre	7,800	1 acre	5 acres	.5 acre	(B)	(A)	N/A	N/A	N/A
Patio	N/A	N/A	N/A	N/A	N/A	(B)	3,500	N/A	N/A	N/A
Duplex	N/A	N/A	N/A	N/A	(B)	(B)	(A)	N/A	N/A	N/A
Townhome	N/A	N/A	N/A	N/A	N/A	3,500	2,000	N/A	N/A	N/A
(A) 4 per acre for single-family dwelling units; 6 per acre for attached units.										
(B) 2 per acre for single-family dwelling units; 4 per acre for attached units.										

	Multi-Family, Single-Family and Nonresidential Uses									Patio	Duplex	Townhome	
	R	RP	RC	VC	CC	GC	ID	RE	MB				
											All Districts		
Minimum Yard and Building Setback (feet)													
Minimum lot width	50 100	200	200	100	80 100	80 100	90 100	200	90 100	Minimum lot width	45	50	20
<i>Front</i>													
Major Street (Multi-Lane)	60	60	60	60	60	60	60	200	60	Major Street (Multi-lane)	60*	60*	60*
Major Street (Two-lane)	35	45	45	35	35	35	45	200	45	Major Street (Two-lane)	35	35	35
Minor Street	25	25	25	25	25	25	25	160	25	Minor Street	25	25	20
<i>Side</i>													
Residential	10	25	50	5	5	5	N/A	N/A	N/A	Interior	N/A	N/A	N/A
Non-residential	10	25	50	5	5	5	10	100	10	Street-side/Exterior	5	10	5
<i>Rear</i>													
Residential	25	25	100	10	10	10	N/A	100	N/A	Residential	20	20	5
Non-residential	40	50	150	10	10	10	15	100	15	Non-residential	N/A	N/A	N/A
*Access to units along a multi-lane major street shall generally have a common access onto a frontage road or similar, which shall be considered a minor street; the frontage road or similar may encroach into the 60' front setback from the multi-lane major street.													

(Ord. No. 09-06, § 7, 2-2-09; Ord. No. 09-12, § 11, 5-4-09; Ord. No. 09-38, § 1, 11-2-09; Ord. No. 11-24, § 7, 9-6-11; Ord. No. 13-04, § 3, 4-1-13)

7:4. Riparian buffers.

A riparian buffer shall be provided along tidelands, wetlands, streams and rivers. Buffers and setback lines are measured from OCRM designated critical lines for tidelands; delineation lines for wetlands; and from stream banks and river banks. Setbacks are inclusive of the required buffer area. For example, an individual dwelling unit requires a 50' undeveloped buffer from the OCRM critical line and an additional 10' setback for the building (a total of 60' setback from the OCRM critical line).



The buffer area shall remain undeveloped, except for piers, docks and previous access paths to the water or wetlands bank. Any disturbance of the buffer area shall adhere to OCRM's Best Management Practices (BMPs). Riparian buffers shall also be in accordance with any applicable state and federal regulation.

Buffer widths are based on land use. In the event that a setback standard in section 7:3 is less than the required buffer width, the required buffer regulation applies.

Riparian Buffer and Setback Table

Water Resource	BUFFER	SETBACKS			
		Individual Dwelling Unit	Single-Family Residential Development	Multi-Family Residential	Non-Residential
Critical Area (Coastal Waters, Tidelands, Marshes, Beach/Dune System)	50'*	15'60'	25' 60'	35' 100'	50' 100'
Jurisdictional Freshwater Wetlands, Saltwater of Freshwater	20'*	15'30'	25' 50'	35' 50'	50'
Non-Jurisdictional Freshwater Wetlands	20'*	30'	50'	35' 50'	50'
Rivers, Streams (non critical area)	50'	25' 60'	50'	50' 100'	50' 100'
The above setbacks buffers are total average widths; with widths not to be less than 15 10 feet for a 25 20-foot buffer, 20 feet for a 35-foot buffer, and 30 feet for a 50-foot buffer.					
* Buffer requirement may be waived or reduced if applicant provides an OCRM land disturbance permit and/or approved wetland mitigation plan as part of a PDD, Subdivision or Development Plan submittal.					

See Section 8.9 for additional buffer requirements within the Euhaw Overlay District.

Maintenance within a riparian buffer will adhere to the following limitations:

1. Trees can be limbed up to 15 feet.
2. Under brush can be cleared down to no less than four inches above grade.
3. Unprotected trees under three-inch caliper can be cut.

Uses Allowed Between Building Setback and River Buffer. The area located between the building setback and river buffer is called the transitional buffer. The purpose of this buffer is to allow for a construction envelope between the building and river buffer for the river buffer to be protected from construction damage. The following uses are permitted within the transitional buffer once construction is completed:

1. Residential - playgrounds, fire pits, outdoor furniture, pervious hardscapes, uncovered decks, pools, etc.
2. Non-Residential - picnic shelters, pervious hardscapes such as sidewalks and patios, etc.

(Ord. No. 09-37, § 2, 11-2-09)

7:5. Maximum height.

Maximum building height in all districts is 35 feet. Height measurement shall be made from the average finished grade elevation at the building line to the mean roof height.

The maximum building height may be increased to 50 feet, measured from the average finished grade elevation at the building line to the mean roof height, in areas where there is a public water distribution system and the Fire Chief or their appointed designee, confirms that there is adequate firefighting equipment capable of fighting a structure fire available in such areas to safely accommodate the increased height.

Chimneys, elevators, poles, spires, tanks, towers, and other projections not used for human occupancy may exceed the district height limit.

Flagpoles shall not exceed 35 feet in height measured from the average finished grade except where flags are expressly permitted in Article 15, Sign Standards.

- CODE OF ORDINANCES
Appendix A - ZONING
ARTICLE 8. SPECIAL PURPOSE DISTRICTS

ARTICLE 8. SPECIAL PURPOSE DISTRICTS

8:9 Euhaw Overlay District (EOD)

8:9.1 Purpose and Intent

8:9.2 Application

8:9.3 Use regulations

8:9.4 Design and development standards

1. Required buffers and private wastewater system setbacks
2. Requirements for lots served by private wastewater systems
3. Access management
4. Stormwater management
5. Fill restrictions
6. Non-residential design standards

8:9.5 Non-conforming lots

8:9.6 PDD Standards

8:9. Euhaw Overlay District (EOD).

8:9.1 Purpose and intent. The purpose of the Euhaw Overlay District is to maintain the rural character of the area, protect important historic and cultural resources, and minimize the impacts of development on surrounding water resources, particularly the Broad River. Development in this area should respect the existing conditions and minimize the visual impact of buildings on the area through careful site planning, maintaining and enhancing existing vegetation, and vernacular building design.

8:9.2 Application. The standards contained herein shall apply to all land within Euhaw Overlay District (EOD) as indicated on the official zoning map of Jasper County.

Unless a deviation from such restrictions are provided elsewhere in this section 8:9, property within the EOD shall be required to adhere to all provisions of the Jasper County Zoning Ordinance and Land Development Regulations otherwise applicable within the underlying zoning district.

8:9.3 Use regulations.

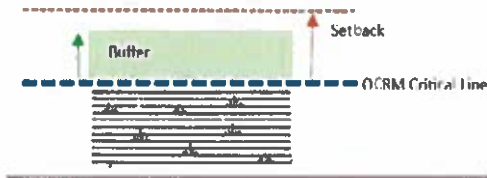
1. Uses shall be governed by the underlying zoning district, provided however that any use that is permitted only in CC, GC, ID, RE, or MB shall be prohibited, except for properties having direct access to US Highway 17 or US Highway 170.
2. Within Euhaw Overlay District (EOD), zoning map amendments shall be evaluated within the following criteria:
 - A. Except for properties having direct access to US Highway 17 or US Highway 170, no property shall be rezoned to a nonresidential district unless it is located at the intersection of a state highway or major roadway with another existing street with access provided by the lower-order street. Those properties having direct access to US Highway 17 or US Highway 170 must comply with the shared access and driveway separation provisions of the Jasper County Land Development Regulations, Article 8.13 (See Also Article 3.9.A.3).

B. No property shall be zoned to Residential (R) unless designated in a Transition Zone according to the Future Land Use Map.

8:9.4 Design and development standards.

1. Required buffers and private wastewater system setbacks

A. Riparian buffers. A riparian buffer shall be provided along tidelands, wetlands, streams and rivers. Buffers and setback lines are measured from OCRM designated critical lines for tidelands; delineation lines for wetlands; and from stream banks and riverbanks. Setbacks are inclusive of the required buffer area, as shown in the graphic below.



The buffer area shall remain undeveloped, except for piers, docks and pervious access paths to the water or wetlands bank. Any disturbance of the buffer area shall adhere to OCRM's Best Management Practices (BMPs). Riparian buffers shall also be in accordance with any applicable state and federal regulation.

B. Private wastewater system setback. Private wastewater systems shall be separated from tidelands, wetlands, streams, rivers, and stormwater facilities. Setback lines are measured from OCRM designated critical lines for tidelands; delineation lines for wetlands; and from stream banks and riverbanks.

Riparian Buffer and Setback Table

<u>Water Resource</u>	<u>Multi-Unit Wastewater System Setback Requirements</u>		<u>Riparian Buffer Requirements</u>		
	<u>Individual Septic Tank and Drain Field</u>	<u>Multi-Unit ¹ Wastewater Treatment System</u>	<u>Primary Structure Buffer ²</u>	<u>Primary Structure Setback</u>	<u>Accessory Building (under 750 square feet) Setback</u>
<u>Critical Area (Coastal Waters, Tidelands, Marshes, Beach/Dune System)</u>	<u>100'</u>	<u>1000'</u>	<u>75'</u>	<u>100'</u>	<u>85'</u>
<u>Jurisdictional Wetlands</u>	<u>75'</u> ¹	<u>400'</u>	<u>50'</u>	<u>75'</u>	<u>80'</u>
<u>Non-Jurisdictional Wetlands</u>	<u>75'</u> ¹	<u>400'</u>	<u>50'</u>	<u>75'</u>	<u>80'</u>
<u>Rivers, Streams, including stormwater management facilities such as ditches and stormwater swales</u>	<u>75'</u> ¹	<u>400'</u>	<u>75'</u>	<u>100'</u>	<u>85'</u>
¹ <u>The drain field setback may be reduced to 50' if the applicant can demonstrate the seasonal high-water table is more than 15" below the trench bottom.</u>					
² <u>A multi-unit wastewater treatment system serves more than one dwelling unit, commercial building, office, or other occupied structure.</u>					
³ <u>The above buffers are total average widths; with no part of the buffer measuring less than 50 percent of the required width.</u>					

Maintenance within a riparian buffer will adhere to the following limitations:

- i. Trees can be limbed up to fifteen (15) feet.
- ii. Under brush can be cleared down to no less than four (4) inches above grade.
- iii. Unprotected trees under three-inch caliper can be cut.

2. Requirements for lots served by private wastewater systems

- A. Minimum lot size required. For properties not served by public sewer, no new lot shall be created after the [EFFECTIVE DATE] smaller than one acre in size. For lots with a second dwelling unit, the minimum lot size shall be two acres.
- B. Septic Reserve Area required. Properties within the EOD are required to demonstrate an area of the property which is to remain undeveloped for use as a septic reserve area (SRA). The SRA must be shown as a part of the septic system prior to the issuance of a building permit. Lots of record as of [EFFECTIVE DATE] may be exempt from this requirement at the discretion of the DSR based on lot size, natural features, or other physical constraints of the lot.
- C. The distance between the septic tank trench bottom and the seasonal high water shall be a minimum of eighteen (18) inches.
- D. Maintenance required.

3. Access management

It is in the best interest of Jasper County to manage access along roadways in the interest of maintaining roadway safety and capacity. Reduction of access points to the corridor is required to the maximum extent possible. The following shall apply:

A. Consolidation of Access Points:

- i. Driveway and/or other access separation along the corridor shall be in accordance with the SCDOT, and Roadside Management Standards. In no event, however, shall residential driveways and no Access n-residential full-access curb cuts be permitted at spacing less than as follows:
 - a. Principal Arterial road: 1,500 feet
 - b. Minor Arterial road: 1000 feet
 - c. Major Collector road: 800 feet
 - d. Minor Collector road: 400 feet
 - e. Residential/Subcollector road: 200 feet
- ii. Shared driveways between two or more parcels shall be required where there is not a conflict in use and a shared driveway is not restricted by topography or other existing site features. Shared driveways shall require mutually executed shared access agreements; and
- iii. Unless restricted by topography or other natural site features, adjoining parking lots serving non-residential buildings of non-conflicting use shall be connected and shall require mutually executed shared access agreements.

B. Stub Outs:

- i. Where an undeveloped adjacent parcel exists, a stub out or cross-access easement for future stub out, shall be required to allow for connection to future parking and/or shared driveways; and
- ii. Where a developed adjacent parcel exists, existing stub outs shall be utilized.

4. Stormwater Management

- A. The Southern Lowcountry Stormwater Design Manual (SoLoCo) shall be applicable to all new residential subdivisions and nonresidential developments within the EOD. This standard shall be reviewed to determine if this standard creates unreasonable hardships on landowners within this district within 18 months of the adoption date of this ordinance.

5. Fill Restrictions

- A. The requirements established in this Division shall apply to all proposed development in the special flood hazard areas subject to inundation by the 1% annual chance flood as defined and delineated in the FEMA

Flood Insurance Rate Maps (FIRM) for Jasper County, except for the following exemptions:

- i. Single family residential development on lots existing prior to the adoption of this section (date)
 - ii. Fill utilized for agriculture and/or property maintenance. For purposes of this section, the term "property maintenance purposes" means landscaping, gardening or farming activities, erosion control, and filling in of washed-out sections of land. Property maintenance purposes shall only include the placement of such quantities of fill not to exceed the limitations specified herein and that do not inhibit the free flow of water.
 - iii. Exemptions from fill requirements for erosion control purposes must be accompanied by a stabilization plan and narrative approved by the DSR providing reasoning why fill is necessary to solve an erosion issue.
 - iv. Public roads, pump stations, stormwater management improvements, levees, and other public facilities that are necessary to provide for health, safety, and public welfare needs.
- B. Fill restriction.
- i. The amount of allowable fill must not increase the existing natural grade of the property by more than three vertical feet.
 - ii. The only portion of the property that may be filled is the area underneath the elevated structure, together with driveway and walkway access to the structure; Fill shall taper at a maximum slope of 1:3 from a five-foot perimeter around the outer foundation to the existing site elevation. The minimum amount of fill necessary for grading is permitted for parking, stormwater, and roads.
 - iii. If the lot area is 20 acres or more, in no case shall the maximum lot area of the property filled exceed 33.33 percent of the total area of the lot.
 - iv. If a new or reconstructed structure is to be elevated utilizing fill material, any required building elevation standard exceeding the three-foot fill limitation must be achieved through the use of elevation foundations, piers or similar structural elevation techniques that are in compliance with then-applicable county building code requirements as certified by a structural engineer.
 - v. Non-conforming structures may utilize fill to expand up to 15% of the gross floor area in accordance with other development regulations.
 - vi. Any fill project must be designed to limit negative impacts upon adjacent and affected upstream and downstream property owners during flood events to the maximum extent practicable.
 - vii. No fill project shall fill in or obstruct any local drainage channels without an alternative drainage plan design, and shall limit soil erosion and water runoff onto adjacent properties to the maximum practicable extent, and be in compliance with the NPDES standards and stormwater requirements.
 - viii. All fill material that is brought in from offsite and will be placed at elevations below the seasonal high water table or within 1 foot above the seasonal high water table will be required to meet the following clean requirements. Offsite soils brought in for use as fill shall be tested for Total Petroleum Hydrocarbons (TPH), Benzene, Toluene, Ethyl Benzene, and Xylene (BTEX) and full Toxicity Characteristic Leaching Procedure (TCLP) including ignitability, corrosivity and reactivity. Fill shall contain a maximum of 100 parts per million (ppm) of total petroleum hydrocarbons (TPH) and a maximum of 10 ppm of the sum of Benzene, Toluene, Ethyl Benzene, and Xylene and shall pass the TCPL test. Determine TPH concentrations by using EPA 600/4-79/020 method 1:18.1. Determine BTEX concentrations by using EPA SW-846.3-3 Method 5030/8020. Perform TCLP in accordance with TCLP from a composite sample of material from the borrow site, with at least one test from each borrow site. Within 24 hours of conclusion of physical tests, submit 3 copies of test results, including calibration

curves and results of calibration tests. Fill material shall not be brought on site until tests have been approved by the Planning & Building Department or designee.

- ix. Modulation from Fill Requirements: The DSR may grant flexibility from the fill requirements in the following cases:
- a. Lots 3 acres or less and all single-family residential lots with sloping terrain may provide greater than 3 feet of fill to provide a level foundation as long as the average fill does not exceed 3 feet.
 - b. Where no other suitable site configuration is practicable, depressions, sinkholes, and borrow pits that are not part of the natural drainage of the site that are not delineated as tidal or non-tidal wetlands may be filled to provide for a level foundation.
 - c. Single-family residential structures utilizing raised slabs with a masonry or concrete curtain wall may contain more than 3 feet of fill if it is limited to the footprint of the building.

C. Administration

Fill activities in accordance with this section may be permitted upon approval by the DSR. All fill application permits shall be valid for a period of six months from the date of issuance, may be renewed only upon filing of an application for renewal with the Planning Department, and then may only be renewed upon a showing of demonstrated progress towards completion of the fill activity. All fill application permits must be accompanied by a detailed plan describing the area to be filled, the estimated amount of fill to be used and the purpose of the fill project. A professional engineer registered in the state must also submit elevation and topographic data illustrating changes in the topography and estimating impacts upon local flood flows.

Except as provided in sections 8:9.5, adjacent property owners shall be identified and notified of the fill project by the applicant with proof of notification provided to the DSR.

6. Non-Residential Design Standards

Intent. The architectural design of retail, office, and other commercial buildings must consider the desire of Jasper County to create and enhance the community's image. Jasper County's identity and sense of place will be strengthened through thoughtful design and development, reflecting the Lowcountry vernacular.

Architectural design and materials. Generally, architectural design shall contribute to the sense of place of Jasper County and reflect designs, materials, and colors historically present in the region. Building elevations must consider the surrounding area and further enhance community character. Lowcountry architecture is rooted in practicality, climate responsiveness, and a sense of place.

A. Design Principles:

- i. Proportion and Order: Proper proportions are essential for timeless architecture. Buildings should adhere to human scale, emphasizing vertical proportions. Elements should generally be taller than they are wide.
- ii. Exterior Walls: Lowcountry buildings feature raised foundations, deep porches, and simple elegance. Materials should create strong textures and shadow lines.
- iii. Porches and Balconies: Deep porches are iconic in Lowcountry design. They provide shade, encourage outdoor living, and foster community interaction.
- iv. Window and Shutter Design: Windows should be vertically proportioned, reflecting the human scale. Shutters, if used, should be functional and appropriately sized.
- v. Entry and Door Design: Entryways play a significant role in Lowcountry design. They should be welcoming and well-proportioned. Doors can be solid wood or glass, reflecting the overall style.

- vi. Roofs: Roofs should complement the building's proportions. Gabled, hipped, or shed roofs are common. Metal roofing is practical and adds character.
 - vii. Fences, Walls, & Gates: Fences and walls define property boundaries. They can be decorative or functional. Gates should be well-designed and in harmony with the overall aesthetic.
 - viii. Accessory buildings: Outbuildings, such as sheds or storage areas, should blend seamlessly with the main house. Their design should follow the same principles as the primary structure. Accessory buildings shall be limited to 1,500 square feet.
 - ix. Trim: Trim details, such as cornices, moldings, and brackets, enhance the overall appearance. Simplicity and craftsmanship are defining elements of Lowcountry buildings.
- B. Siding: Wood clapboard, wood board and batten, wood shingle siding, brick, natural stone, stucco, tabby, faced concrete block, and any artificial siding material which closely resembles the natural materials listed above. Siding may be left natural or painted, stained or, in the case of wood, weathered.
- C. Roofs: Wood shingles, slate shingles, multi-layered asphalt shingles, metal raised seam or tiles.
- D. Features: Pitched roofs, roof overhangs, covered porches, canopies, awnings, trellises, gazebos, and open wood fences.
- E. Colors: Earth tones (greens, tans, light browns, terra cotta, etc.), grays, pale primary and secondary colors (less than 50 percent color value), white cream tones, and the like. Dramatic accent colors, such as reds or blues, shall be avoided.
- F. Fencing. Fencing shall be of durable construction using quality material (i.e., brick, stone, other masonry, wood, metal, or any combination thereof) and complimentary to the building design and materials. The finished side of the fence shall face the corridor right-of-way or other adjacent property.
Chain link welded or woven wire, and other similar fencing are not permitted. Such fencing may be permitted for temporary use during construction and site development provided it is removed or replaced with compliant material upon completion of construction. This requirement is for aesthetic purposes only and is not associated with building code requirements or standards.
- G. Outdoor Storage. All outdoor storage areas shall be located to the side or rear yard and shall be screened with a wooden fence or masonry wall, complimentary to the building design and materials, which is at least eight feet (8') high. One (1) evergreen shrub, with a mature growth of at least 8' in height, shall be installed for every five (5) linear feet of fence or wall on the side of the fence or wall facing a neighboring property or public right-of-way. The minimum shrub shall be a minimum of 5 gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
- H. Additional requirements.
- i. The primary building façade shall face the street. When located on a corner, the primary façade shall face the higher order street.
 - ii. All sides of all buildings are to be treated with the same architectural style, materials, and details as the primary façade.
 - iii. A single building or development or multiple buildings within a development must maintain a consistent architectural theme. Architectural design, building materials, colors, forms, roof style and detailing should all work together to express a harmonious and consistent design. This includes, but is not limited to, signage, gasoline pump canopies or other accessory structures.
 - iv. Building elements must not function as signage. The appearance of "franchise architecture", where the building functions as signage is prohibited. Incorporation of franchise or business design elements unique or symbolic of a particular business must be inobtrusive and secondary to the overall architectural design.
 - v. Access ways and parking lots shall be paved or, at the discretion of the Planning Director, may be surfaced using low-impact, contextual materials. Parking shall generally be located to the side of the

building.

- I. Exterior materials and features prohibited:
- i. Plywood, cinderblock, unfinished poured concrete, unfaced concrete block, plastic and/or metal.
 - ii. Partial (less than three sides) mansard roofs, flat roofs without a pediment, unarticulated roofs having a length exceeding 50 feet.
 - iii. Unarticulated facades having a length exceeding 50 feet.
 - iv. Incongruous architectural details or color contrasts as determined by the DSR or BZA.
 - v. Chain link or woven metal fences.
 - vi. Reflective materials, including highly reflective glass. Window painting or view-blocking techniques are generally not permitted.
 - vii. Design elements that may function as signage, roof lights, exposed neon lighting, exposed neon signage, illuminated trim of buildings or building elements, translucent awnings or illumination of translucent awnings, or any other undesirable design element, as determined by the DSR.
- J. Screening.
- i. Mechanical equipment should not be located on the roof of a structure unless the equipment can be screened. The mechanical equipment should be clustered as much as possible. All rooftop equipment must be painted to match the surrounding rooftop color, if anticipated to be visible from any existing or future surrounding building, property or street. All mechanical equipment such as compressors, air conditioners, communications equipment, and any other type of mechanical equipment must be screened on all sides to full height by building parapet walls or other building elements that appear as integral elements of the overall building design, unless approved otherwise by the DSR.
 - ii. Ground level mechanical equipment shall be screened with landscaping and architectural walls using materials compatible with the building.
 - iii. Loading, service, and trash areas must be screened with walls that match the building materials and colors. Screen walls must be of sufficient height to fully screen utility areas from public view.
- K. Building Size in Village Commercial - Non-residential buildings in the Village Commercial (VC) district shall generally be limited to 5,000 square feet of heated floor area. This restriction shall not apply to existing lots of record as of [date of moratorium adoption] where a Zoning Certification Letter was issued and a pre-application conference was held with the DSR prior to [date of moratorium].

8.9.5 Nonconforming lots.

If a lot of record at the time of adoption of this ordinance does not contain sufficient land area and/or lot width to meet the minimum lot size requirements of the EOD, such lot may be used for a residential use, as a building or placement site for a structure permitted in the district provided the following:

- A. There is conformance to the minimum yard setback requirements set forth in this ordinance for the district in which the use is located.
- B. All other standards of the zoning ordinance are met.
- C. Administrative adjustment for nonconforming lots.
 - i. Purpose: Administrative adjustments are specified deviations from otherwise applicable development standards where development is proposed that would be:
 - a. Compatible with surrounding land uses;
 - b. Harmonious with public interest; and
 - c. Consistent with the purposes of this Zoning Ordinance.
 - ii. Applicability: The DSR shall have authority to authorize an adjustment of up to twenty (20) percent of

any numerical standard set forth in Article 8. No administrative adjustment shall increase the overall density or intensity of development.

8:9.6 Planned Development District (PDD) Standards

A PDD within the Euhaw Overlay District where public water and sewer are not available shall follow the standards and procedures for a PDD as specified in Article 8:1 with the following requirements:

- A. PDD Required – Any proposed subdivision of property greater than ten acres and/or ten dwelling units shall apply for a PDD. The applicant shall demonstrate that the proposed development will not have adverse impacts on existing infrastructure or public services, including but not limited to roadways, public safety, etc.
- B. Density – The maximum net density of a PDD within the EOD shall be one unit per acre. Net density shall be based on developable land excluding wetlands, waterbodies, streams, and other non-developable land area.
- C. Buffers – A minimum fifty foot (50') wide continuous landscaped buffer shall be established and maintained parallel and adjacent to the highway corridor. This buffer is separate and distinct from the buffering requirements of Section 12.8 except that, where that section may call for a greater setback from the highway because of a specific activity, the greater setback distance shall be observed. Likewise, should Section 12.8 require total screening because of a specific activity, the fifty foot (50') wide landscaped buffer may be used to accommodate such screening.

Only the following activities shall be permitted within the landscaped buffer:

- i. Vehicular access drives which tie into approved access points as determined by SCDOT and/ or Jasper County, and which run perpendicular to the right-of-way, or as nearly perpendicular as is feasible owing to terrain, horizontal curves and the like.
 - ii. Landscaped walls and fences less than six feet (6') high.
 - iii. Lighting.
 - iv. Landscaping fixtures.
 - v. Signage.
 - vi. Underground utility lines.
 - vii. Overhead utility lines which run perpendicular to the road right-of-way and are consolidated with vehicular access drives wherever possible.
- D. Open Space Protection Area (OSPA)– A minimum of thirty (30) percent of the property shall be maintained as permanently protected open space.
 - i. In instances where natural features (wetlands, waterbodies, forested areas, etc.) are part of a larger system which extends to adjacent property(ies), these areas shall be prioritized for protection. In instances where an adjacent parcel has already established open space preservation areas, the proposed PDD shall include open space protection of natural features contiguous with the adjacent property(ies).
 - ii. The following standards shall apply to the OSPA:
 - a. No more than twenty (20) percent of the OSPA may consist of wetlands and existing waterways;
 - b. Buffers, setbacks, easements, and similar required areas shall not be included in the open space calculations;
 - c. Community swimming pool(s), clubhouse(s), and similar uses may be permitted within the OSPA but may not occupy more than five (5) percent of the required area;
 - d. Recreational amenities, such as walking/biking trails, may be permitted within the OSPA in

conformance with applicable state and federal laws. Recreational lakes or ponds used for storm water management and designed as naturalized features may be included in the land designated as open space. Fenced detention or retention areas used for storm water management shall not be included in the calculation of required open space.

ARTICLE 11. CONDITIONAL USE REVIEW AND REGULATIONS¹

11:1. Purpose and findings.

The county zoning ordinance provides for certain uses that, because of unique characteristics or potential impacts to adjacent land uses, are not permitted in zoning districts as a matter of right but which may, under appropriate standards set forth in the zoning ordinance or by the planning commission, be approved. These uses shall be permitted after plans prove adherence to the conditions through a zoning permit, zoning certification or site plan review and approval by the DSR.

No inherent right exists to establish a conditional use. Such authorization must be approved after satisfaction of a specific set of circumstances and conditions, in some cases applied by the planning commission. Each application and situation is unique. Every conditional use approval shall at a minimum be required to comply with all applicable regulations and rules in the county zoning ordinance and land development regulations and applicable industry or case specific conditions to ensure that the use can be appropriately accommodated on the specific property; that it will conform to the comprehensive plan; that it can be constructed and operated in a manner that is compatible with the surrounding land uses and overall character of the community; and that the public interest, health, safety, and general welfare will be promoted in some cases. Mere compliance with the generally applicable requirements however may not be sufficient, and additional measures and conditions may be necessary to mitigate the impact of the proposed development.

(Ord. No. 11-24, § 8, 9-6-11)

11:2. Conditional use review applicability.

The provisions of this section apply to any application for approval of a conditional use. Conditional uses are those uses that are generally compatible with the land uses permitted by right in a zoning district but that require individual review of their location, design, and configuration, and the imposition of conditions or mitigations in order to ensure the appropriateness of the use at a particular location within a given zoning district. This manner of approval is not required for any use permitted by right in a given zoning district.

(Ord. No. 11-24, § 8, 9-6-11)

11:3. Initiation.

Any landowner or that owner's authorized representative may apply for a conditional use review for a specific use by filing an application with the DSR at least three weeks prior to the desired planning commission meeting if the request is subject to planning commission review or at the time of application for site plan, zoning permit, or zoning certification if subject to DSR review.

¹Editor's note(s)—Ord. No. 11-24, § 8, adopted September 6, 2011, amended article 11 in its entirety to read as herein set out. Formerly, article 11, sections 11:1—11:6, pertained to provisions for conditional uses, and derived from an ordinance adopted November 13, 2007, and Ord. No. 08-11, § 8, adopted May 5, 2008.

In cases where planning commission review of the conditional use is required, the applicant shall provide at minimum a full narrative discussing the proposal and a site plan with sufficient refinement to adequately represent the proposed use and site layout.

(Ord. No. 11-24, § 8, 9-6-11)

11:4. Review authority.

Uses subject to industry specific conditions are approved by the DSR by issuance of a zoning permit, zoning certification or site plan development permit by demonstrating adherence to the conditions during review and construction. In cases where certain conditional uses are proposed for parcels adjacent to residential areas, public parks, day cares, religious uses, historic and archaeological sites (listed on the National List of Historic Places or identified by the state department of archives and history) or environmentally sensitive areas (protected lands, critical habitat for endangered species and receiving waterways as defined by DHEC OCRM), the planning commission shall review and decide upon any additional case specific conditions appropriate to add to the land use proposal after considering the recommendation of the DSR. Industries requiring planning commission review of conditions if triggered by the aforementioned adjacent uses include the following:

Sector 31-33: Manufacturing

Sector 42: Wholesale Trade

Sector 48-49: Transportation and Warehousing

Sector 56: Waste Management and Remediation Services

In all cases, the DSR reviews the final plans submitted by the applicant for the desired permit and enforces all conditions. Failure to satisfy industry specific conditions noted in this chapter or case specific conditions required by the planning commission will prevent the issuance of a zoning permit, zoning certification or site plan approval for a conditional use. Administrative appeal of any determination of the DSR is heard by the board of zoning appeals consistent with procedures outlined in article 3. In cases where industry specific conditions or case specific conditions required by the planning commission cannot be met, the BZA has the authority to hear and decide upon variances in cases of hardship as outlined in article 3.

(Ord. No. 11-24, § 8, 9-6-11)

11:5. Case specific conditions.

When considering uses subject to their review the planning commission may impose case specific conditions, including reasonable standards, conditions, or requirements, in addition to or that supersede any standard specified in the zoning ordinance or land development regulations as it may deem necessary to protect the public interest and welfare. However, if conditions cause hardship, the landowner or applicant may be eligible to be granted a variance from the case specific conditions by the BZA. Such additional standards may include, but need not be limited to:

1. Dedication or reservation of land;
2. Creation of restrictive covenants or easements;
3. Enhanced setbacks;
4. Yard requirements;
5. Increased screening or landscaping requirements;
6. Area requirements;

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7. Development phasing;
 8. Standards pertaining to traffic, circulation, noise, lighting, hours of operation, protection of environmentally sensitive areas, and similar characteristics;
 9. Provision of sustainable features, solar or other renewable energy source, rain water capture, storage and treatment.
 10. Require that a performance guarantee acceptable in form, content, and amount to the DSR and county attorney be posted by the applicant to ensure continued compliance with all conditions and requirements as may be specified.

(Ord. No. 11-24, § 8, 9-6-11)

11:6. Consideration for determining case specific standards for Sector 31-33: Manufacturing, Sector 42: Wholesale Trade, Sector 48-49: Transportation and Warehousing, Sector 56: Waste Management and Remediation Services when subject to planning commission review.

During review the planning commission shall ensure the proposal shall have no more adverse effects on health, safety, or comfort of persons living or working in the neighborhood, or shall be no more injurious to property or improvements in the neighborhood than would any other use generally permitted in the same district. In making a determination of case specific conditional standards, consideration shall be given to the following factors which may assist with development of additional conditions (including but not limited to):

1. Appropriateness of design and operation so as to be compatible with the existing or intended character of the general vicinity and so as not to change the essential character or negatively impact aesthetics of the area and/or corridor in which it is proposed;
2. Appropriateness of location, type, and height of buildings or structures;
3. Appropriateness of the type and extent of landscaping and screening on the site is sufficient; and
4. Consistency with any policy of the comprehensive plan that encourages mixed uses and/or densities.
5. Availability of utilities and services such as highways, streets, police and fire protection, drainage structures, water and sewage facilities.
6. Minimization of traffic hazards and to minimize traffic congestion on the public roads.
7. Mitigation of vibration, noise, odor, dust, smoke, or gas.
8. Avoidance of impact to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted nor substantially diminish or impair the property values within the neighborhood.
9. Avoidance of designs that may impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.
10. Avoidance of detrimental impact or endangerment to the public health, safety, morals, comfort, or general welfare.
11. Compatibility with the goals, objectives, and policies of the county comprehensive plan and promote the intent of the zoning district in which the use is proposed.
12. Appropriateness of the hours of operation.

The planning commission has the authority to request additional information related to the use/site and, where necessary, require additional mitigating steps to ensure that the proposed use is compatible with the surrounding land uses as noted in the previous section (11:5).

(Ord. No. 11-24, § 8, 9-6-11)

11:7. Industry specific conditional use regulations.

The industry specific conditions contained in this section are intended to ameliorate the impact and improve the siting of uses, buildings, and projects whose design and/or operational characteristics could adversely affect surrounding property and environmental conditions. To this end, standards and criteria over and above those set forth elsewhere in this ordinance are imposed herein on all conditional uses listed on Table 6.1 and set out below.

11:7.1. Sector 112111: Livestock, except feedlots.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every 6,000 square feet.
3. All buildings or structures (excluding fences) shall be located a minimum of 150 feet from the property line.

11:7.1.A. Sector 11531: Forestry.

- a. All Forestry Activities must meet the criteria as defined in Act No. 48 of 2009.

11:7.2. Sector 1123: Poultry and eggs.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every 6,000 square feet.
3. All buildings or structures (excluding fences) shall be located a minimum of 150 feet from the property line.

11:7.3. Sector 1129: Animal specialties.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every 6,000 square feet.
3. All buildings or structures (excluding fences) shall be located a minimum of 150 feet from the property line.

11:7.3.A. Sector 1129: Horse and Equine.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per acre.
3. Horse stables shall be a minimum of 150 feet from any residential property line. No corral or riding area shall be permitted within 25 feet of any residential property line.
4. Requirements for the storage of manure:
 - a. Manure shall not be allowed to accumulate causing a nuisance or hazard to the health, welfare or safety of humans or animals.

- b. The outside storage of manure in piles (two cubic yards or greater) shall not be permitted within 200 feet of any plot line or residence.

11:7.4. Sector 21: Mining and mine operation.

1. Article 6:1, Table 1 "Mining" encompasses "Mining and mine operation".
2. Mining and mine operation must have all required state and federal permits and meet the requirements of all state and federal statutes and regulations.
3. For the purposes of section 16:2, mining and mine operation shall be deemed to be a manufacturing use.
4. Mining and mine operation must meet all applicable roadway improvement standards.
5. Mining and mine operation must meet the following setbacks:

Setback Requirements for Mining and Mine Operation

Required Setbacks Where Permitted	Adjacent Zoning						
	RE	RC	RP	R	CC	GC	ID
From Property Line	50'	1,000'	300'	1,000'	1,000'	300'	100'
From Existing Residential Structures*	N/A	N/A	1,000'	N/A	N/A	1,000'	N/A

* Residential structures existing when submittal deemed complete.

11:7.5. Sector 22132: Treatment.

1. Maximum 30,000 gallons per day.

11:7.5.B. Sector 22114: Solar electric power generation—Accessory solar.

Where solar electric power generation is allowed as a conditional use and considered accessory solar, such uses shall meet the following requirements:

1. A solar collection device or combination of devices are to be designed and located to avoid directing glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard.
2. A plan must be submitted showing the proposed location of solar panels, the arrangement of the panels, distance from the roof, pitch of the finished roof, and distance from the proposed site improvements to all property lines.
3. Solar energy system components must have a UL listing and must be designed with anti-reflective glare coatings to minimize solar glare, and the entire system must meet all requirements of the prevailing edition of the National Electric Safety Code and the International Fire Code.
4. Written authorization from the local public utility company acknowledging that it has been informed of the applicant's intent to install an interconnected (i.e., back into the public utility grid) customer-owned generator and that it also approves such connections shall be provided by the applicant.
5. Roof-mounted solar collector systems shall meet the following additional standards:
 - a. The system shall comply with the maximum height standards for the zone in which it is located, provided that a roof-mounted system shall not extend more than the width of the

panel above the roofline of the structure on which it is mounted, and be in accordance with the manufacturer's recommendation for exposure above the roof line

- b. Panels and all component parts shall be installed per manufacturer's specifications.
 - c. The collector surface and mounting devices for roof-mounted systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built.
 - d. Roof mounted systems shall be located so as not to impede the ability of emergency personnel to access the roof for firefighting purposes.
6. Ground mounted solar collector systems shall meet the following additional standards:
- a. Ground mounted accessory collector systems in the commercial/industrial districts shall not exceed the height restriction of the district for accessory buildings.
 - b. In residential and rural preservation districts, the location of solar panels shall be limited to the side and rear of the structure and rear lot only, within applicable setback requirements, and shall not exceed eight feet in height.
 - c. Ground mounted accessory collector systems in parking lots or over travel lanes in commercial areas shall have a minimum bottom edge clearance above the travel surface of 14 feet and six inches.
 - d. Ground mounted systems shall be located so as not to impede the ability of emergency personnel to access the site for firefighting purposes.
 - e. Maximum area coverage. For residential properties, a ground-mounted solar energy system shall not exceed 50 percent of the footprint of the principal building served or 1,000 square feet per ½ acre, whichever is greater.
 - f. Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto other properties or public access areas.
 - g. Mounting hardware and framing shall be non-reflective or matte black in color.
 - h. Panels, ground mounts, and all component parts shall be installed per manufacturer's specifications.
 - i. A ground-mounted system shall not be located over a septic system, leach field area or identified reserve area unless approved by the health department.
 - j. If located in a floodplain or an area of known localized flooding, all panels, electrical wiring, automatic transfer switches, inverters, etc. shall be located above the base flood elevation.

11:7.6. Sector 235: Special trade contractors.

- 1. Screen on-site storage and construction vehicles as required in section 12.8.

11:7.7. Sector 31-33: Manufacturing.

- 1. No such use shall be located closer than 1,000 feet to the property line of any existing residential use, church, school, historical place or public park.

11:7.8. Sector 42: Wholesale trade.

Sector 421140. Used Motor Vehicle Parts and Sector 42193. Recyclable Materials:

- 1. The use shall be consistent with the most current Jasper County Solid Waste Management Plan.
- 2. No such use shall be located closer than 1,000 feet to any residential use, church, school, historical place or public park, measured from the property line.

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3. No such use shall be located within view of and/or 1,000 feet of Interstate I-95, US 17, US 17A, US 278, US 301, US 321, US 601, SC 46, SC 170, SC 315, and SC 462 from I-95 (Exit 28) to Highway 170 (North Okatie Highway).
 4. The outdoor operations area, including parking and storage areas, shall be located outside the 100 year floodplain.
 5. No material incapable of being reused or recycled in some form shall be placed in open storage.
 6. No material shall be placed in open storage in such a manner that it is capable of being transferred out by wind, water, or other causes.
 7. All paper, rags, cloth and other fibers, and activities involving the same other than loading and unloading shall be within fully closed buildings.
 8. All materials and activities not within fully enclosed buildings shall be enclosed on all sides by a chain link fence with evergreen screening of an approved type, a wooden privacy fence, or fencing of other material which has been given approval by the DSR. All metal or wooden fence posts shall have at least one-third of their length below ground level and shall be set in hard packed clay or concrete. All metal fence posts shall be treated with an anti-corrosive coating. All wooden posts shall be pressure treated or creosote coated lumber with at least a four inch by four inch nominal cross section.
 - a. The term "fence" shall mean an eight foot tall chain link, wooden fence, or fencing of other material which has been given approval by the DSR, which forms a substantial physical barrier which completely surrounds the operations area, including all recyclable material and non-recyclable materials defined as "junk" in article 18 of the Jasper County Zoning Ordinance, and shields the operation area and recyclable material and non-recyclable materials from view, and is capable of withstanding the effects of the local climate.
 - b. The term "evergreen screening" shall mean evergreen trees or shrubs with a minimum height of five feet at time of installation, and not less than eight feet when mature; spacing shall be based upon the species used so that at maturity the body of the branches of the tree or shrub shall not be more than one foot from the body of the adjacent planting. Acceptable species include, but are not limited to, Ligustium, Euonymous, Leyland Cypress, White Pine, Cedar, Arborvitae, Hemlock, and upright varieties of Juniper, Holly and Yew.
 - c. Landscaping is required outside of the fencing when evergreen screening is not used. One evergreen shrub shall be installed for every five linear feet of fence on the side of the fence facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
 9. In addition to the fencing requirements, buffering and landscaping requirements shall be met in accordance with article 12:8.
 10. No items/materials may be stacked higher than the required fencing.
 11. All activity conducted on the premises must be contained within the visual screen, and the fencing shall be securely locked unless being actively and contemporaneously supervised.
 12. Disposal of garbage unrelated to motor vehicles shall be in an approved container and regularly maintained. Open dumping of garbage shall be prohibited.

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13. No outdoor burning of any material other than material specifically designed or suitable for the purpose of employee comfort. Any exception must be approved by state or local fire officials given a minimum of 24 hours' notice of such burn.
 14. Upon receiving an appliance, vehicle, or any other material for recycling purposes, the business shall remove, as applicable, the battery, lubricants, fluids, coolants, refrigerants, and the like and shall recycle or dispose of same in accordance with all applicable state and federal laws regarding disposal of waste and hazardous materials.
 15. Disposal of toxic/hazardous matter is prohibited anywhere without a state permit.
 16. At least 75 percent of the total volume of each separated material type received during a calendar year and remaining on site from a previous year shall be used, reused, recycled, or transferred to a different site for use, reuse, or recycling
 17. Storage of items/materials shall be so arranged as to permit easy access for firefighting purposes.
 18. New construction, expansion or renovation of these facilities shall require submission to the planning commission of a storm water management plan using best management practices designed to protect adjacent properties, wetlands, ditches and watersheds.
 19. Certain activities permitted by DHEC or other state or federal agencies may require a bond, letter of credit or other form of financial security to provide for de-commission, clean-up and/or close-out of these facilities. No development permit or business license for activities requiring such financial securities shall be issued by Jasper County unless the county is provided a copy of such financial security, and the financial security must also be in favor of Jasper County, if available as part of the State's financial security, to cover any costs or expenses incurred by the county in the event the operation or condition of the facility result in the need to abate a nuisance situation, ameliorate a public health or safety condition, clean-up , decommission and/or close-out the facility. In the event Jasper County cannot for whatever reason be included as a covered party under the state financial security, or it is more efficient and economical to provide a separate financial security to the County, then a separate financial security may be provided to the county instead.
 - a. In the event a financial security is not required by DHEC as part of its permitting requirements, or no DHEC permit is required, nonetheless, a letter of credit or other financial security in favor of the county approved by the county administrator is required before either a development permit or business license can be issued, to be in an amount no less than the total capacity of the facility at a rate of \$60.00 per cubic yard.

11:7.9. Sector 441; Motor Vehicles, Retail Trade.

1. Minimum lot size one acre.
2. Automobile hoods shall not be propped up as a form of advertising or to draw attention.
3. No banners are allowed.
4. Maximum number of automobiles for sale shall not exceed 25 at any time.
5. Retail sales of motor vehicle parts shall not be allowed.
6. Maintenance, service, or dismantling of motor vehicles shall not be allowed.
7. Other than motor vehicles for sale, outside storage shall not be allowed.
8. Outdoor speaker systems shall not be allowed.
9. Hours of operation are limited to Monday - Saturday from 8:00 a.m. - 8:00 p.m.

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10. A structure consisting of a minimum of 400 square feet must be provided for an office with a restroom facility.
 11. Where an existing residential use is adjacent to the site, a visually opaque screen shall be provided. An opaque screen may be composed of a wall, fence, building, landscaping, landscaped berm, or combination thereof. Natural vegetation may also be used to meet screening requirements.
 12. A site plan is required in accordance with the Jasper County Land Development Regulations.

11:7.9A. *Sector 441310: Automotive parts and accessories store.*

1. Buildings limited to 5,000 square feet.
2. No outdoor display and storage.

11:7.10. *Sector 4441: Lumber and building materials.*

1. Buildings limited to 5,000 square feet.
2. No outdoor display and storage.

11:7.10.A. *Sector 447: Gasoline Stations.*

- a. No more than two (2) single or double-sided fuel pumps are permitted.
- b. Fuel islands shall not be located in the front yard unless permitted by the BZA due to physical site limitations or constraints.

11:7.10.B. *Sector 45393: Manufactured Home Dealers.*

- a. Sales office only.
- b. No inventory or models allowed.

11:7.11. *Sector 45431: Fuel dealers.*

11:7.11A. *Sector 484210: Used household and office goods moving.* Where used household and office goods moving is allowed as a conditional use, such uses shall meet the following requirements:

- A. No outdoor display and storage.
- B. Adequate access must be provided for anticipated truck traffic.
- C. Structures must meet screening and buffering requirements per article 12.
- D. Article 16: Manufacturing use performance standards apply to this specific use.
- E. Hours are limited to 7:00 a.m. to 7:00 p.m., Monday to Saturday.
- F. Vehicles used for this specific use shall not exceed FHWA Class 8.

11:7.11.B. *Sector 488410: Motor Vehicle Towing and Sector 561491, Repossession Services.*

1. In the General Commercial District, Industrial Development District and the Mixed Business District, the use shall be at least 250 feet from any existing residential developed property, measured from the property line.
2. Vehicles and/or any outdoor storage shall be stored to the rear of the principal structure and completely screened (100 percent opacity) from adjacent properties using berms, fencing, landscaping, buildings or a combination thereof.
3. Screening shall be a minimum of eight feet in height and a maximum of ten in height. Tin is not allowed.

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4. Landscaping is required for all outdoor storage areas. One evergreen shrub shall be installed for every five linear feet of screened area on the side of the screened area facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
 5. In addition to the outdoor screening requirements, buffering and landscaping requirements shall be met in accordance with article 12:8.
 6. The number of vehicles stored on site shall be limited to ten vehicles; storage of more than ten vehicles shall constitute a junkyard.
 7. Individual vehicles shall not be stored more than 90 consecutive days unless the owner or operator of the establishment demonstrates steps have been taken to remove the vehicles from the premises using the appropriate legal means.

11:7.12. *Sector 5131: Communications and antenna.*

New towers:

1. All new towers shall be designed to accommodate additional antennas equal in number to the applicant's present and future requirements.
2. The proposed structure will not endanger the health and safety of residents, employees, or travelers, including, but not limited to, the likelihood of the failure of such structure; and all applicable safety code requirements shall be met.
3. The proposed structure will not impair the use of or prove detrimental to neighboring properties.
4. The proposed structure is necessary to provide a service that is beneficial to the surrounding community.
5. The proposed tower is located in an area where it does not substantially detract from aesthetics and neighborhood character.
6. The proposed use is consistent with potential land uses as outlined in the comprehensive plan.
7. Towers or antennas shall not be painted or illuminated unless otherwise required by state or federal regulations.
8. No tower or antenna shall be located within 1,000 feet of an existing tower or antenna, except where the applicant certifies that the existing tower does not meet the applicant's structural specifications and applicant's technical design requirements, or that a co-location agreement could not be obtained after mediation.
9. Towers or antennas shall have a maximum height of 185 feet.
10. Tower or antennas shall be located such that adequate setbacks are provided on all sides to prevent the tower's fall zone from encroaching onto adjoining properties. Should this fall zone encroach onto another property, a recorded easement may be prepared and signed by the adjacent property owner to ensure that no structure will be built within the fall zone. In addition to the tower's fall zone, the permitted uses shall meet the setback requirements of the underlying zoning district in which it is located.
11. Landscaping shall be required as follows:
 - a. Around the base of the communication tower, outside of the security fence, at least one row of evergreen plant material capable of forming a continuous screen at least six feet in

height shall be provided, with individual plantings spaced not more than five feet apart. In addition, at least one row of evergreen trees with a minimum two inches DBH (diameter at breast height) measured three and one-half feet above grade, at the time of planting and spaced not more than 25 feet apart shall be provided within 50 feet of the perimeter security fence.

- b. The landscaping requirements may be waived in whole or in part by the DSR if it is determined that existing natural vegetation provides adequate screening or if the DSR determines that the landscaping requirements are not feasible due to physical constraints or characteristics of the site on which the communication tower is to be located.
 - c. All required landscaping shall be installed according to established planting procedures using good quality plant materials.
 - d. A certificate of use and occupancy shall not be issued until the required landscaping is completed in accordance with the approved landscape plan and verified by an on-site inspection by the DSR unless such landscaping has been waived in accordance with subsection b. above. A temporary certificate of use and occupancy may, however, be issued prior to completion of the required landscaping if the owner or developer provides to the county a form of surety satisfactory to the county attorney and in an amount equal to the remaining plant materials, related materials, and installation costs as agreed upon by the DSR and the owner or developer.
 - e. All required landscaping must be installed and approved by the first planting season following issuance of the temporary certificate of use and occupancy or the surety bond will be forfeited to the county.
 - f. The owners and their agents shall be responsible for providing, protecting, and maintaining all landscaping in healthy and growing condition, replacing unhealthy or dead plant materials within one year or by the next planting season, whichever first occurs. Replacement materials shall conform to the original intent of the landscape plan.
 - g. Eight-foot high fencing shall be provided around the communication tower and any associated structure.
12. A single sign for the purposes of emergency identification shall be permitted. The permitted sign shall not exceed two square feet in area and shall be attached to the fence surrounding the tower. Under no circumstances shall any signs for purposes of commercial advertisement be permitted.
13. Each parcel on which a communication tower is located must have access to a public road 20 feet in width.

Submittal information:

- 1. One copy of typical specifications for proposed structures and antenna, including description of design characteristics and material.
- 2. A current map or update of an existing map on file, showing locations of applicant's antenna, facilities, existing towers, and proposed towers which are reflected in public records, serving any property.
- 3. Identification of the owners of all antennae and equipment to be located on the site.
- 4. Written authorization from the site owner for the application.
- 5. Evidence that a valid FCC license for the proposed activity has been issued.

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6. A line of sight analysis showing the potential visual and aesthetic impacts on adjacent residential districts.
 7. A written agreement to remove the tower and/or antenna within 120 days after cessation of use. Must put a bond up front for the removal of the tower.
 8. A certificate from a registered engineer that the proposed facility will contain only equipment meeting FCC rules, together with written indemnification of the affected government and proof of liability insurance or financial ability to respond to claims up to \$1,000,000.00 in the aggregate which may arise from operation of the facility during its life, at no cost to the county.
 9. A statement shall be submitted from a registered engineer that the NIER (non-ionizing electromagnetic radiation) emitted there from does not result in a ground level exposure at any point outside such facility which exceeds the lowest applicable exposure standards by any regulatory agency of the United States Government or the American National Standards Institute. For roof mounted communication towers, the statement regarding the NIER shall address spaces, which are capable of being occupied within the structure on which the communication tower is mounted.
 10. Communication towers and their foundations shall meet the requirements of the current building code for wind and seismic loads. Drawings and calculations shall be prepared and sealed by a South Carolina registered professional engineer and shall be submitted with the building permit application.
 11. Satisfactory evidence shall be submitted, with the building permit application for a freestanding communication tower, that alternative towers, buildings, or other structures do not exist within the applicant's tower site search area that are structurally capable of supporting the intended antenna or meeting the applicant's necessary height criteria, or provide a location free of interference from AM towers.
 12. Prior to issuance of a building permit, applicants shall provide documentation that the proposed communication tower has been reviewed by the FAA, if so required, and that a finding of no hazard to air navigation has been determined. Copies of the plans shall also be provided for comment to the Ridgeland Airport and Savannah/Hilton Head International Airport, prior to the issuance of permits. If any airport has an objection to the proposed tower, an advisory conference composed of airport officials, county officials and representatives of the communication company(ies) shall be convened. The results and findings of such conference shall be presented to the DSR prior to any permit being issued. Because the proximity of communication towers near aeronautical facilities affects the safety of the public, careful consideration should be given to the results and findings and such may be grounds for the DSR denying the issuance of a permit or requiring that certain additional requirements be imposed as a condition for the issuance of a permit.
 13. Site plan, which shall include the following information:
 - a. The location of tower(s), guy wires and anchors (if any);
 - b. Tower height;
 - c. Transmission building and other accessory uses;
 - d. Existing structures and proposed structures;
 - e. Fall zone;
 - f. Parking;
 - g. Access;

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- h. Landscaped areas;
 - i. Fences;
 - j. Adjacent land uses; and
 - k. Photos of site and immediate area.

Existing towers:

1. The increase in height to the existing transmission tower shall not exceed 25 feet; and communication towers on buildings, the maximum height shall be 20 feet above the roofline of buildings 50 feet or less in height, and 40 feet above the roofline of buildings 50 feet in height or greater. In addition, with the exception of towers constructed for aeronautical purposes, communication towers may not penetrate any imaginary surface, as described in Title 14 of the Code of Federal Regulations, Federal Aviation Regulation (FAR) Part 77, associated with existing or proposed runways at any publicly owned airport;
2. The total number of antennae added to an existing transmission tower shall not exceed six; and
3. Any additions, changes, or modifications that are proposed to the site or its components, proper plans, specifications, and calculations shall be submitted for permit approval to the DSR. Drawings indicating various types of antenna(s) to be located on the communication tower shall be submitted at the time of the permit application.

11:7.13. *Sector 51412: Libraries.*

11:7.14. *Sector 53113: Mini-warehouses.*

1. No such use shall be located closer than 250 feet to the property line of any existing residential use, church, school, historical place or public park.
2. Screen units from public right-of-way as required in section 12.8.
3. Minimum lot size of one acre; maximum lot size of five acres.

11:7.15. *Sector 5621: Waste collection.*

1. Shall be consistent with the most current county solid waste management plan.

11:7.16. *Sector 562212: Solid waste landfill.* Shall be consistent with the most current county solid waste management plan. Solid waste landfills are divided by this section into two categories and regulated as follows:

A. *Sanitary Landfills (Class 3).*

1. The boundary of the fill area shall not be located within 1,000 feet of any residence, day-care center, church, school, hospital or publicly owned recreational park area. The state will determine whether the proposed landfill or landfill expansion meets this requirement prior to publication of the notice of intent to file a permit application pursuant to Part I, Section D.1 of the state regulation.
2. The boundary of the fill area shall not be located within 200 feet of any property line not under control of the permittee.
3. The boundary of the fill area shall not be located within 200 feet of any surface water that holds visible water for greater than six consecutive months, excluding ditches, sediment ponds, and other operational features on the site.
4. The boundary of the fill area shall not be located within the distances designated below from any well used as a source of water for human consumption that is in a hydrologic unit

potentially affected by the landfill. Exemptions may be granted if the applicant can demonstrate to the satisfaction of the DSR and state that the hydrologic conditions below the landfill provide protection to the aquifer in use.

- a. The boundary of the fill area shall not be located any closer than 500 feet from a well hydraulically up gradient of the landfill.
 - b. The boundary of the fill area shall not be located any closer than 750 feet from a well hydraulically side gradient of the landfill.
 - c. The boundary of the fill area shall not be located any closer than 1,000 feet from a well hydraulically down gradient of the landfill.
5. Waste material shall not be placed on or within any property rights-of-ways or 50 feet of underground or above ground utility equipment or structures, i.e., water lines, sewer lines, storm drains, telephone lines, electric lines, natural gas lines, etc., without the written approval of the impacted utility.
 6. A geotechnical engineering firm approved by the DSR shall render a written opinion that, to the best professional judgment, the formations being used to contain the waste are impermeable and that surrounding ground water sources will not be contaminated.
 7. The facility shall be enclosed by an eight-foot high opaque fence or wall structure on all sides visible from the street serving the facility and an opaque cyclone fence on the remaining unexposed boundaries.
 8. A plan showing restoration of the site on completion of use as a landfill shall accompany the request.
- B. *Construction and demolition landfills (Class 2).*
1. The boundary of the fill area shall not be located within 1,000 feet of any residence, school, day-care center, church, hospital, or publicly owned recreational park areas. The state will determine whether the new landfill or expansion of an existing landfill meets this requirement prior to the publication of the notice of intent to file a permit application pursuant to Part I, Section D.1 of the state regulation.
 2. The boundary of the fill area shall not be located within 100 feet of any property line.
 3. A landfill located in a 100-year floodplain shall demonstrate that engineering measures have been incorporated into the landfill design to ensure the landfill will not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the floodplain, minimize potential for floodwaters coming into contact with waste, or result in the washout of solid waste so as to pose a hazard to human health or the environment.
 4. The landfill shall be in compliance with applicable requirements concerning wetlands imposed by U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the department of health and environmental control.
 5. Access to the landfill shall be controlled through the use of fences, gates, berms, natural barriers, or other means to prevent promiscuous dumping and unauthorized access.
 6. The boundary of the fill area shall not be located within 200 feet of any surface water that holds visible water for greater than six consecutive months, excluding drainage ditches, sedimentation ponds and other operational features on the site.

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7. The boundary of the fill area shall not be located within 100 feet of any drinking water well. A greater buffer may be required for compliance with the state's bureau of water requirements.
 8. Waste material shall not be placed on or within any property rights-of-way or 50 feet of underground or above ground utility equipment or structures, i.e., water lines, sewer lines, storm drains, telephone lines, electric lines, natural gas lines, etc., without the written approval of the impacted utility.
 9. Owners/operators of all Class 2 landfills located within 10,000 feet of any runway end used by turbojet aircraft or within 5,000 feet of any airport runway end used by only piston-type aircraft shall demonstrate that the units are designed and operated so that the Class 2 landfill does not pose a bird hazard to aircraft.
 10. Owners/operators proposing to site new Class 2 landfills and lateral expansions located within a five-mile radius of any airport runway end used by turbojet or piston-type aircraft shall notify the affected airport and the Federal Aviation Administration (FAA).
 11. No material shall be placed in open storage or areas in such a manner that is capable of being transferred out by wind, water, or other causes.
 12. All materials and activities shall be screened in such fashion as not to be visible from off-site. The provisions of this subsection may be waived by the DSR where such facility will be utilized for a period not to exceed 90 days.

11:7.17. *Sector 562213: Solid waste incinerators.*

1. Shall be consistent with the most current county solid waste management plan.

11:7.18. *Sector 56292, Material Recovery Facilities (including single stream recycling).*

1. The use shall be consistent with the most current Jasper County Solid Waste Management Plan.
2. The material recovery facility may only accept non-food items, such as, glass, newspaper, cardboard, metal, construction and demolition debris, or other similar materials. Sewage or hazardous substances shall not be permitted.
3. All recovery and storage activities shall be conducted within an enclosed building with a concrete floor. Doors may remain open during active operations but must be closed otherwise and should not face the right-of-way; nor should they be visible from adjacent properties through the use of complete screening (100 percent opacity) using berms, fencing, landscaping, buildings or a combination thereof
4. Recovered wood, concrete, and dirt may be stored outside temporarily, but shall not be stacked or stored higher than the required fencing.
5. All areas adjacent to the transfer point, such as the tipping floor, the turning area, and the area supporting the trailer while it is being packed, shall be paved with concrete.
6. Adequate standing and parking facilities shall be provided on the site so that no packers or other collection vehicles at any time stand on a public right-of-way waiting entrance to the site.
7. All materials and activities not within fully enclosed buildings shall be enclosed on all sides by a chain link fence with evergreen screening of an approved type, a wooden privacy fence, or fencing of other material which has been given approval by the DSR. All metal or wooden fence posts shall have at least one-third of their length below ground level and shall be set in hard packed clay or concrete. All metal fence posts shall be treated with an anti-corrosive coating. All

wooden posts shall be pressure treated or creosote coated lumber with at least a four inch by four inch nominal cross section.

- a. The term "fence" shall mean an eight foot tall chain link, wooden fence, or fencing of other material which has been given approval by the DSR, which forms a substantial physical barrier which completely surrounds the operations area, including all recyclable material and non-recyclable materials defined as "junk" in article 18 of the Jasper County Zoning Ordinance, and shields the operation area and recyclable material and non-recyclable materials from view, and is capable of withstanding the effects of the local climate.
 - b. The term "evergreen screening" shall mean evergreen trees or shrubs with a minimum height of five feet at time of installation, and not less than eight feet when mature; spacing shall be based upon the species used so that at maturity the body of the branches of the tree or shrub shall not be more than one foot from the body of the adjacent planting. Acceptable species include, but are not limited to, Ligustium, Euonymous, Leyland Cypress, White Pine, Cedar, Arborvitae, Hemlock, and upright varieties of Juniper, Holly and Yew.
 - c. Landscaping is required outside of the fencing when evergreen screening is not used. One evergreen shrub shall be installed for every five linear feet of fence on the side of the fence facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
8. Screening, buffering and landscaping requirements shall be met in accordance with article 12:8. Buildings viewable from a public right-of-way are required to have foundation buffers as part of its landscape plan. The DSR may require additional landscaping to make the site more aesthetically pleasing.
 9. All activity conducted on the premises must be contained within the visual screen, and the fencing shall be securely locked unless being actively and contemporaneously supervised.
 10. No burning of any material other than material specifically designed or suitable for the purpose of employee comfort. Any exception must be approved by state or local fire officials given a minimum of 24 hours' notice of such burn.
 11. At least 75 percent of the total volume of each separated material type received during a calendar year and remaining on site from a previous year shall be used, reused, recycled, or transferred to a different site for use, reuse, or recycling
 12. Storage of items/materials shall be so arranged as to permit easy access for firefighting purposes.
 13. Stormwater runoff shall be addressed through the use of BMPs listed in the Jasper County Stormwater Management Manual to prevent additional post development runoff discharge rate and volume as seen in article 10:6 of the Jasper County Land Development Regulations.
 14. The use shall comply with all state and federal regulations.
 15. New construction, expansion or renovation of these facilities shall require submission to the planning commission of a storm water management plan using best management practices designed to protect adjacent properties, wetlands, ditches and watersheds.
 16. Certain activities permitted by DHEC or other state or federal agencies may require a bond, letter of credit or other form of financial security to provides for de-commission, clean-up and/or close-out of these facilities. No development or other permit, or business license for activities requiring such financial securities shall be issued by Jasper County unless such financial security is also in favor of Jasper County, if available as part of the state's financial security, to cover any costs or

expenses incurred by the county in the event the operation or condition of the facility result in the need to abate a nuisance situation, ameliorate a public health or safety condition, clean-up, decommission and/or close-out the facility. In the event Jasper County cannot for whatever reason be included as a covered party under the state financial security, or it is more efficient and economical to provide a separate financial security to the county, then a separate financial security may be provided to the county instead.

- a. In the event a financial security is not required by DHEC as part of its permitting requirements, or no DHEC permit is required, nonetheless, a letter of credit or other financial security in favor of the county approved by the county administrator is required before either a development permit or business license can be issued, to be in an amount no less than the total capacity of the facility at a rate of \$60.00 per cubic yard.

17. County owned and operated facilities are exempt from these regulations.

11:7.19. *Sector 56299: All other waste management.*

1. Shall be consistent with the most current county solid waste management plan.

11:7.19a. *Sector 6114-5 and 6116: Business Schools, Computer and Management Training and Other schools and instructions.*

1. Use is subject to all applicable zoning code requirements and land development regulations.
2. Facilities are limited to 3,000 square feet,
3. Architecture of new structures must complement the nearby community and be compatible with the character of the area.
4. Services are limited to 20 students at any one time.
5. Owner/operator must provide proof of all outside agency approvals for services provided.
6. Hours are limited to 7:00 a.m. to 7:00 p.m., Monday to Friday and 7:00 [a.m.] to 5:00 p.m. on Saturdays.
7. Structures must meet buffering and screening requirements per article 12.
8. Off-street parking must be accommodated on-site.
9. Off street parking is prohibited within the building setback.
10. One flat two-sided business sign not larger than four square feet per face is permitted to identify the business. Signs shall not be illuminated.
11. Use of existing structures is subject to fire marshal and building official review and approval.
12. Facilities must be served by sewer systems or by septic systems sized appropriately to meet DHEC minimum standards for the use and size.

11:7.20. *Sector 6231: Nursing care facilities.*

1. The facility shall be designed to be compatible with residential development.
2. Screen parking from adjacent properties and public right-of-way as required in section 12.8.

11:7.21. *Sector 6233: Community care for elderly.*

1. The facility shall be designed to be compatible with residential development.
2. Screen parking from adjacent properties and public right-of-way as required in section 12.8.

11:7.21.A. *Sector 623990: Other residential care facilities.* Where other residential care facilities are allowed as a conditional use, such uses shall meet the following requirements:

1. The residence and its grounds shall be designed to be compatible with surrounding residential development.
2. There shall be minimal visually identifiable differences from the outside of the residential structure that would distinguish the residence from a typical residential dwelling as determined by the development services representative.
3. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.

11:7.22. *Sector 6244: Day care services.*

1. Approval must be obtained from the South Carolina State Department of Public Welfare Rules and Regulations relating to licensing care facilities and care centers, and the following requirements.
2. The minimum lot area for a care center shall be 20,000 square feet. At least 75 square feet of outdoor exercise area shall be available for each person based on the maximum enrollment.
3. The building shall contain a minimum of 35 square feet of floor area for each person based on the maximum enrollment.
4. A fence having a minimum height of six feet constructed to provide maximum safety to the occupants shall enclose the entire outdoor exercise area.
5. Off-street parking shall be provided in accordance with provisions set forth in section 12:1, Off-street parking.
6. Applicant must show an indication of impact for such items as traffic, noise, delivery vehicles, site access, etc. of the proposed care center.

11:7.23. *Sector 712: Museums and historical sites.*

1. Screening of parking as required in section 12.8.

11:7.24 Sector 71391: Golf Courses and Country Clubs.

1. Golf courses shall be designed, operated, and maintained with environmentally responsible practices, such as those established through the Audubon Society's Environmental Practices for Golf Courses or equivalent program.

11:7.24.A. *Sector 71393: Marinas.*

11:7.25. *Sector 713990: Gun club and skeet ranges.* The unique nature of this use is such that the following criteria shall be observed in placing any such use in the county.

1. It shall be located no closer than one mile to any residential use.
2. Gunfire shall be oriented away from habitable areas.
3. The site upon which the use is proposed shall be suitable in size and topography to ensure the safety of surrounding residents.
4. Adequate warning signs shall be placed to warn public of activity.

11:7.26. *Sector 721191: Bed and breakfast inns.* Bed and breakfast inns are intended to provide a unique transit lodging experience. As a result, care should be taken to protect the environs that contribute to the experience of such lodging while promoting their use. Toward this end, bed and breakfast inns, where permitted by this ordinance, shall:

1. Be occupied by the resident/owner.
2. Serve no regularly scheduled meal other than breakfast.
3. Provide off-street parking on the basis of one and one-half space per guest room, plus two spaces for the resident innkeeper; further provided that sufficient off-street parking space shall be available on site to accommodate private gatherings, where proposed by the applicant.
4. Be permitted one non-illuminated identification sign, not to exceed four square feet in area. Self illuminated, can use landscape lighting.

11:7.27. *Sector 72121: Camps and recreational vehicle.* Camps and recreational vehicle (RV) park, where permitted by Table 6.1, shall comply with the following site and design standards:

1. The site shall be at least five acres.
2. The site shall be developed in a manner that preserves natural features and landscape.
3. The following dimensional requirements shall serve as parameters beyond which development shall not exceed.
 - a. Maximum impervious surface ratio shall not exceed 15 percent of the project site.
 - b. Minimum setbacks for all structures and recreational vehicles shall be:
Street frontage: 100 feet; 150 feet in the VC zoning district.
All other property lines: 50 feet.
 - c. Maximum density shall not exceed ten vehicles per acre; maximum density shall not exceed eight vehicles per acre in the VC zoning district.
 - d. Bufferyards shall be as specified by article 12.
4. Areas designated for parking and loading or for trafficways shall be physically separated from public streets by suitable barriers against unchanneled motor vehicle ingress and egress. All drivers shall be located at least 150 feet from any street intersection and shall be designated in a manner conducive to safe ingress and egress.
5. All streets within RV parks shall be private and not public.
6. Each park site shall be serviced by public water and sewer or other systems approved by DHEC.

11:7.27.A. *Sector 8111: Auto repair and maintenance.*

1. In the Community Commercial District, the use shall be 250 feet from any existing residential development, school or daycare. Measured from the property line.
2. Openings to repair bays shall not face road ROWs and shall be designed to minimize visual intrusion onto adjacent properties.
3. Repair and storage of all vehicles shall occur within an enclosed building. Temporary outdoor vehicle storage may be allowed in an outdoor storage area located to the rear or the side of the principal structure and completely screened (100 percent opacity) from adjacent properties and ROWs using berms, fencing, landscaping, buildings or a combination thereof.
4. Vehicles that are repaired and are awaiting removal shall not be stored or parked for more than 30 consecutive days unless the owner or operator of the establishment demonstrates steps have been taken to remove the vehicles from the premises using the appropriate legal means.

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5. All automobile parts and similar materials shall be stored within an enclosed building or completely screened (100 percent opacity) from adjacent properties and ROWs using berms, fencing, landscaping, buildings or a combination thereof.
 6. Landscaping is required for all outdoor storage areas. One evergreen shrub shall be installed for every five linear feet of screened area on the side of the screened area facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
 7. In addition to the requirements of the outdoor storage area, Buffering and Landscaping requirements shall be met in accordance with Article 12:8.
 8. The open storage of wrecked vehicles, dismantled parts, or parts visible beyond the premises is prohibited.
 9. The use shall not include outdoor storage lots or impoundment yards for towed vehicles.

11:7.28. *Sector 8121: Personal care services.*

1. Screening of parking required in section 12.8.

11:7.29. *Sector 81222: Cemeteries.*

1. The minimum area for a perpetual care cemetery shall be 30 acres. Cemeteries in existence prior to January 1, 2003 are exempt from this requirement. The minimum area for a church cemetery shall be one acre.
2. Where a cemetery adjoins non-residentially-zoned property, no setback is required. When a cemetery adjoins residentially zoned property, no building, structure, burial plot or storage of equipment or materials shall be located closer than 35 feet of any property line, and mausoleums, columbaria, and chapels shall not be located closer than 50 feet of any property line.
3. Screening shall be provided in accordance with the provisions set forth in section 12:8, Screening and buffering requirements.
4. Adequate off-street waiting space shall be provided for funeral processions so that no vehicle stands or waits in a road right-of-way.
5. All cemetery access shall be provided from an arterial or collector street.
6. Mausoleums may be located only within the boundaries of approved cemeteries.
7. Cemetery review standards in accordance with S.C. Code 1976, tit. 27, ch. 43, shall apply to all cemeteries, regardless of zoning classification.
8. A storm water plan must be submitted and approved by the DSR before cemetery approval may be granted.
9. A cemetery may not be located in a flood hazard overlay district.

Pre-existing cemeteries. Any cemetery or portion of a cemetery that was approved, or was in the process of gaining approval, on the date of adoption of this ordinance shall be considered a nonconforming use. All others shall be subject to the specific provisions of this ordinance.

11:7.29.A. *Sector 812910; Animal Shelters.*

1. Minimum lot size five acres.

- a. No exotic animals as defined by Title 9 of the Code of Federal Regulations, Section 1.1 are allowed.
2. Structures that house animals must be at least 100 feet away from adjacent property lines.
3. Where an existing residential use is adjacent to the subject property Bufferyard 4 shall be required (See Article 12:8.2, *Bufferyards*).
4. Where the Shelter is for non-household animals, i.e., horses, cattle, goats, sheep, etc., the minimum site area must accommodate one-half acre per horse or cow, and one-quarter acre for smaller animals such as sheep and goats.
5. A five-foot high fence shall be provided for all paddock and pasture areas.

11:7.30. *Second single-family residential dwelling unit.*

1. **The minimum lot size for a second single-family residential dwelling unit shall be 200 percent of the minimum lot size of the district,** ~~There is a minimum of one half acre per dwelling unit in the residential and community commercial district (one acre parcel minimum) and a minimum of one acre per dwelling unit in the rural preservation district (two acre parcel minimum),~~ so as to not increase overall allowed density.
2. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map copy to demonstrate conditional use compliance at time of application. The following must be demonstrated:
 - a. All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots and so arranged to ensure public access in the event the property is subsequently subdivided for sale or transfer.
 - b. If not connected to sewer, the lot is sufficient in size and shape so that the two units can be designed around two separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
3. Second single-family residential dwelling unit cannot share a septic system and separate DHEC septic permits must be attained prior to issuance of a conditional use review zoning permit, if units are not connected to sewer lines.
4. Zoning and building permits must be attained prior to construction.

11:7.30.A. *Manufactured housing in community commercial and village commercial.* Where other residential care facilities are allowed as a conditional use, such uses shall meet the following requirements:

1. The standards for manufactured housing in community commercial and village commercial districts shall be the same as the standards for manufactured housing and single-family housing in the residential district, including but not limited to lot area, setbacks, and densities, as if in the residential district.
2. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.
3. Any applicable overlay district requirement shall be applied.

11:7.31. *Duplexes.* Due to the unique design features of duplex housing, the following supplemental design requirements shall apply:

1. Such projects shall be located in areas that are served by public water and sewer providers. Septic systems, including community septic systems are strictly prohibited.

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2. Such projects shall have a minimum of one acre and a maximum of ten acres in the Residential, Community Commercial and General Commercial Zoning Districts.
 3. Such projects shall have a minimum of two acres and a maximum of ten acres in the Rural Preservation District.
 4. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.
 5. Building orientation shall be representative of that exhibited by surrounding single-family development.
 6. The size, bulk, height and scale of proposed structures shall reflect the characteristics of existing single-family structures in the area.
 7. At least one duplex front door should be visible from the front of the structure.
 8. Entrances should be visible and approaches to the front entrance of each dwelling unit should be clearly delineated by improved walkways and landscaping.
 9. The site plan shall be designed in a way to complement the existing character of the surrounding area. The planning commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
 10. When a duplex development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved.

11:7.31.A. *Multi-family apartments.* Where multi-family apartments are allowed as a conditional use, such uses shall meet the following requirements:

1. Such projects shall be a minimum of five acres.
2. Such project shall have a maximum density of ten units per acre.
3. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.
4. Sidewalks not less than five feet in width shall be provided along the front property line of each project, building.
5. Not less than 15 percent of the project site shall be diverted to contiguous common open space which is designated for use by the residents.
6. The project must demonstrate availability of water and sewer that will meet the capacity requirements of the development.
7. The site plan shall be designed in a way to complement the existing character of the surrounding area. The planning commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.

11:7.32. *Townhouses.* Due to the unique design features of townhouses, the following supplemented design requirements shall apply:

1. Such projects shall be located in areas that are served by water and sewer.
2. Such projects shall have a minimum of one and one-half acre.
3. Not more than eight or fewer than three townhouses may be joined together, with approximately the same front line (may be staggered).
4. Minimum distance between rows of buildings shall be not less than 20 feet.
5. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.

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6. Sidewalks not less than four feet in width shall be provided along the front property line of each project, building.
 7. Not less than ten percent of the project site shall be diverted to contiguous common open space which is designed for use by the residents.
 8. The site plan shall be designed in a way to complement the existing character of the surrounding area. The planning commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
 9. When a townhouse development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved.

11:7.33. *Patio homes.* Due to the unique design features of patio homes, the following supplemental design requirements shall apply:

1. Such projects shall be located in areas that are served by public water and sewer providers. Septic systems, including community septic systems, are strictly prohibited.
2. Such projects shall have a minimum of one acre and a maximum of ten acres.
3. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.
4. Not less than ten percent of the project site shall be diverted to contiguous common open space which is designed for use by the residents.
5. The site plan shall be designed in a way to complement the existing character of the surrounding area. The planning commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
6. When a patio home development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved, and must comply with major site plan requirements.

11:7.34. *Manufactured Housing - Second Unit, Family Member Only.* The purpose of allowing, in certain circumstances, the placement of a second manufactured house on the same parcel is for the benefit of family members only; and excludes any property or structures that are used for rental properties. The property shall be subdivided whenever possible; however, in the event that the property cannot be subdivided at such time of application, a second manufactured house will be allowed by the County for family members, where conditionally permitted by Table 6:1, provided that the following requirements must be met:

1. The person whom will occupy the second manufactured house is related to the owner of the property by blood, marriage, or adoption.
2. A second manufactured house shall not be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
3. **The minimum lot size for a second single-family residential dwelling unit shall be 200 percent of the minimum lot size of the district,** ~~There is a minimum of a half acre per dwelling unit in the Residential and Community Commercial District (1-acre parcel minimum) and a minimum of one acre per dwelling unit in the Rural Preservation District (2-acre parcel minimum),~~ so as to not increase overall allowed density.

4. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map to demonstrate conditional use compliance at time of application. The following must be demonstrated:
 - a. All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;
 - b. If not connected to sewer, the lot is sufficient in size and shape so that the two units can be designed around two separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
5. Second Manufactured House cannot share a septic system and separate DHEC septic permits must be attained prior to issuance of a conditional use review Zoning Permit, if units are not connected to sewer lines.

11:7.35 *Family Estate*. The purpose of the Family Estate is to address situations where there are title issues, i.e. heirs property; and to support a traditional family way of life; and to respect cultural and historical settlement patterns in Jasper County. For purposes of this subsection, a single family dwelling unit includes, stick built house, manufactured homes, and modular homes. Family Estate shall meet the following requirements, where conditionally permitted by Table 6:1:

1. If the property is "heirs property", the county shall permit additional family dwelling units and/or permit a subdivision by the person or persons in control of the property (i.e. the family member or members who pays taxes, occupies the property), upon application and determination that both of the following are satisfied:
 - a. Either a single member of the family, multiple members of the family, or an unbroken succession of family members have owned the property for no less than 30 years.
 - b. The person for whom the family dwelling unit is to be built and/or the property subdivided, is related to the owner of the property by blood, marriage, or adoption.
2. Single family dwelling unit design is as follows:
 - a. Family dwelling units may be built at the densities set forth in Family Estate below as limited by subsection (4) of this section.

Family Estate Density Table

Minimum Site Area (acres)	Density (Units per Acre)	
	Zoning of the property is Residential, Village Commercial , Community Commercial, or General Commercial:	Zoning of the property is Rural Preservation:
1	2	1
2	4	2
3	6	3
4	8	4
5	10	5
6	12	6
7	12	7
8	12	8

9	12	9
10	12	10
11	12	11
12 or More	12	12

- b. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map to demonstrate conditional use compliance at time of application. The following must be demonstrated:
 - i. All applicable lot area and setback requirements are met for all units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;
 - ii. If not connected to sewer, the lot is sufficient in size and shape so that all of the units can be designed around separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
- c. No family dwelling unit shall be built unless the appropriate agency has determined that septic and water supply systems and reserve areas in the family estate are sufficient to serve all units in the estate and are properly permitted. If three or more units are served by a single well, the well must be properly licensed and maintained in accordance with SC DHEC standards.
- d. Paved roads may not be required, but must comply with standards pursuant to Section 7.1 of the Jasper County Land Development Regulations. Any placement of homes under this section shall be accompanied by covenants and cross easements, or similar restrictions and reservations, guaranteeing essential infrastructure and 50 feet of vehicular access for each family subdivided lot.
- 3. No family dwelling unit shall be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
- 4. No portion of a tract of land under this section shall be conveyed for five years from the date of approval unless the grantee is related to the property owner by blood, marriage, or adoption. This limitation on conveyance shall:
 - a. Be recorded on the plat of the applicant's property, on the plats of any property subdivided and conveyed by the applicant under this section, and in a database accessible to county staff.
 - b. Not operate to prohibit actions in foreclosure brought by lenders that are participating in the secondary mortgage market.
 - c. Not operate to prohibit sale by the county of the entire tract or a portion of it for nonpayment of property taxes.
- 5. Violations and penalties for violation of this section are as follows:
 - a. Any person found in violation of this section may be assessed a fine of the maximum allowed by state law for each dwelling unit in violation.
 - b. A violation of this section shall consist of the following:
 - i. Intentional misrepresentation during the application process;

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- ii. Lease of a family dwelling unit to a nonfamily member within five years of approval; or
 - iii. Conveyance of any portion of a tract of land granted a density bonus under this section to a nonfamily member within five years of approval.
 - c. The fine may be waived if it can be shown that lease or conveyance to a nonfamily member was absolutely necessary to avoid foreclosure on either a family dwelling unit or any portion of a tract granted a density bonus under this section.
 - d. Until the fine has been paid, the DSR shall not permit additional family dwelling units or further subdivision under this section in the violator's family estate.
 - e. As a condition of approval, the applicant and the person for whom the family dwelling unit is to be built or the property subdivided shall read and sign disclosure forms describing violations of this section and applicable penalties.
 - f. A violation shall not have the effect of clouding the title of a parcel subdivided under this section.
 6. Applicants must submit a sworn affidavit with the following information:
 - a. Certification that the parcel in question has been in the family for at least 30 years as required by this section.
 - b. An agreement that all new parcels subdivided from the parent parcel shall be owned or used by family members or as otherwise provided for in this section.
 - c. Acknowledgment that resale of any parcel approved as part of a family estate shall be restricted for five years as provided for in this section.
 7. If the property leaves the family, the new owner must comply with all applicable sections of the Jasper County Zoning Ordinance and Jasper County Land Development Regulations as it relates to minimum lot sizes, densities, setback requirements, access roads, mobile home park standards, and major or minor subdivision regulations.

11:7.36. *Home occupation.* Home occupations, as defined by this ordinance, shall meet the following requirements, where conditionally permitted by Table 6.1.

1. The home occupation shall be carried on wholly within the principal building.
2. The floor area dedicated to such use shall not exceed 25 percent of the floor area of the principal building, up to 400 square feet.
3. No activity shall be conducted outside, nor shall there be any outdoor storage, display, or refuse area in the yard.
4. No signs shall be allowed.
5. No merchandise or articles shall be displayed so as to be visible from outside the building.
6. One person not residing in the residence shall be employed in the home occupation in addition to residents.
7. No traffic shall be generated in an amount above that normally expected in a residential neighborhood.
8. No parking is needed above that required by the principal residential use.
9. There is no alteration whatsoever of the residential character of the building(s) and/or premises.

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10. The occupation, profession, or trade generates no noise, glare, heat, vibration, smoke, dust, or odor perceptible to adjacent uses.
 11. The occupation shall not involve the retail sale of merchandise manufactured off the premises.

11:7.37. *Buildings, structures, lift stations, etc.*

1. Such uses shall be enclosed within a building or by a suitable fence providing protection and screening against light, noise, fumes, or unsightliness.
2. Open area on the premises shall be landscaped.

11:7.38. *Open storage.*

1. Such storage area does not occupy over 20 percent of the build-able area.
2. Shall not be located in any required setback area.
3. Must be screened from public view.

11:7.39. *Temporary uses.*

Type and location. The following temporary uses and no others may be permitted, subject to the conditions herein.

1. Tents or other temporary structures for the conduct of any use permitted in the GC and CC Districts for a period not to exceed 45 days.
2. Contractor's office and equipment shed, in any district, for a period covering construction phase of a project not to exceed one year unless re-permitted; provided that such office be placed on the property to which it is appurtenant.
3. Portable classrooms in any district for cultural or community facilities, educational facilities, or religious complexes, for an indefinite period provided all required setbacks for the district in which the structures are to be located shall be met and the portable structure shall be located on the same site as the principal structure.
4. Temporary office trailers in any commercial or industrial district where the principal building is being expanded, rebuilt, or remodeled for the conduct of business while the principal building is under construction.

Permit required.

1. No temporary use may be established without receiving such permit.
2. Temporary use permits may be renewed no more than twice within a 12-month period, provided that said use will not create traffic congestion or constitute a nuisance to surrounding uses.
3. Any temporary use that is determined to be creating a nuisance or disruption may have its temporary permit revoked by the DSR.
4. Temporary uses and structures from which temporary uses are operated shall be removed from the site after the temporary permit has expired.

11:7.40. *Temporary accessory dwelling unit.* A manufactured home as defined in article 4 of this ordinance may be permitted in any zoning district as a temporary accessory residential use which shall be clearly subordinate to a principal single-family detached dwelling or manufactured home, whether or not such principal use is conforming, subject to all of the requirements listed below. In authorizing the temporary accessory residential use, the DSR may impose such reasonable and additional stipulations, conditions, or safeguards that in the DSR's judgment will better fulfill the intent of this ordinance.

The DSR may authorize issuance of a permit for a temporary accessory residential use for a period not to exceed six months. At the end of that time, the DSR may, after a complete review of the request, grant an extension of the permit for a period not to exceed one year. The review procedure shall be the same as the original application procedure. It shall be the responsibility of the DSR to present to the council after each six-month period a status report of the conditions and to notify the applicant of the review.

The DSR may at any time terminate the authorization at the request of the initiating applicant or upon the finding that the extenuating conditions no longer exist. The temporary accessory residential use and any associated services shall be removed from the premises within 30 days after notice of termination.

The DSR shall determine that the following requirements have been satisfied:

1. The use shall be necessitated by the incapacity, infirmity, or extended illness of an individual who requires continuous nursing care. The attending physician shall certify the physical and/or mental condition of the person in question.
2. The use is intended only to meet a temporary need or hardship.
3. If the principal residential use is nonconforming, the provisions of section 9:3, Nonconforming uses and structures, shall be satisfied.
4. The temporary accessory residential use shall meet all of the requirements contained in this ordinance for accessory uses.
5. The temporary accessory residential use shall conform to all of the requirements for uses permitted by conditional use as set forth in subsection 6:2.6, Conditional uses.
6. No minimum lot area or lot width requirements shall be required for the temporary accessory residential use.
7. The temporary accessory residential use shall conform to the front, side, and rear yard requirements established for the district in which the use is located.
8. Off-street parking shall be provided in accordance with the provisions set forth in section 12:1, Off-street parking, for the principal residential dwelling only.
9. A manufactured home which is being utilized as a temporary accessory residential use may not be physically attached to or be a part of the principal structure located on the lot.
10. No permit to allow a temporary accessory residential use shall be issued until all applicable regulations of the county building department and other public agencies have been satisfied in regard to the adequate provision of water, sewer, access, electrical service, and fire protection. In seeking approval of the temporary accessory residential use, the applicant must demonstrate to the DSR that these facilities and services are adequately situated with respect to the lot in question.
11. The principal for whom the accessory use is requested must be a relative by blood or marriage or in a relationship created through adoption or through foster parental care.
12. To provide for adequate notification of the permit application to surrounding property owners, the applicant shall provide to the DSR signatures of the following:
 - a. All property owners who own property abutting the subject property.
 - b. All property owners of property located directly across a street from the subject property.

ARTICLE 15. SIGN STANDARDS

15:1. Purpose and effect.

15:1.1. *Purpose.* The purpose of this article is to allow signs to be erected, placed, established, painted, created, or maintained in the unincorporated areas of the county only in conformance with the standards, procedures, exemptions, and other requirements of this article so the county may:

1. Encourage the effective use of signs as a means of communication in the unincorporated areas of the county;
2. Maintain and enhance the aesthetic environment and the county's ability to attract sources of economic development and growth;
3. Ensure pedestrian and traffic safety;
4. Minimize the possible adverse effect of signs, such as distraction or nuisance, on nearby public and private property; and
5. Enable the fair and consistent enforcement of these sign restrictions.

15:1.2. *Effect.* The effect of this article as more specifically set forth herein, is to:

1. Establish a permit system to allow a variety of types of signs in commercial and industrial zones, and a limited variety of signs in other zones, subject to the standards and the permit procedures of this article;
2. Allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this article, but without a requirement for permits;
3. Provide for temporary signs without commercial messages in limited circumstances;
4. Prohibit all signs not expressly permitted in this article; and
5. Provide for the enforcement of the provisions of this article.

15:1.3. *Jurisdiction.* This article regulates signs, as defined in article 4 and described more thoroughly in this article, which are located on private property or on public property owned or controlled by public entities over which the county has land use regulatory authority.

The regulations in this article are supplemented by the requirements administered by the state department of transportation which regulates billboard signs on interstate and federal aid road systems. A permit from the state may contain some restrictions which are in addition to the requirements of this article.

The regulations in this article are minimum requirements. Whenever the requirements of these regulations differ from the requirements of any other lawfully adopted rules, regulations, or ordinances, the more restrictive, or that imposing the higher standards shall govern.

15:1.4. *Administration authority.* The DSR is authorized and assigned the duty of enforcing all provisions of this article.

15:1.5. *Compliance and permits.*

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1. No person shall construct, erect, place, display or maintain any sign in violation of this article. To ensure compliance with this article, a sign permit shall be required for all signs, except as provided herein. A sign permit application must be filled out at the time of application for a new structure, subdivision, or PDD. All billboard sign permits must be renewed yearly. All sign permit fees, including billboard sign permit renewal fees will be included in the county's fee schedule ordinance.
 2. A sign permit shall expire after six months from the date of its issuance unless the sign, and all items required by the permit, have been completed in compliance with the permit.
 3. Any permitted sign, which complies with the provisions of this section, and any subsequent amendment hereto, is hereby deemed to be a legal sign. Any proposed alteration to or relocation of such sign shall require a new permit pursuant to this section, unless the proposed alteration is specifically exempt in section 15:3.
 4. Any legal sign which does not comply with the provisions of this Section solely due to the enactment of an amendment shall, upon the effective date of such amendment, become a non-conforming sign and subject to the provisions of section 15:9.
 5. Fees and tags for billboards are required annually:
 - a. All billboard fees are due by January 1 of each year. Any fees not paid by February 1 will be subject to a late fee of one and one-half percent per month. Any sign fees not paid within 90 days will result in all permits being revoked and the owner will be given 60 days to remove the sign or the county will remove the sign at the owners' expense.
 - b. All billboard will be considered business property and will be subject to property taxes of the sign company.
 - c. All signs must have an approved county sign number tag applied in such manner as to be readily viewable from the adjacent roadway.

15:1.6. *Submission requirements.* The following information shall be submitted with an application for a sign permit:

1. An application form as published by the DSR and appropriate fee.
2. Scaled drawings of the proposed sign showing front and side elevations, materials and colors to be used;
3. For freestanding, billboard, monument and director signs, site plan sketch with dimensions (non-professionally drafted plan is acceptable) showing the location of the sign with respect to the property and right-of-way lines, building and setback lines, and buildings, parking areas, existing freestanding signs, and buffer areas.
4. Landscaping and lighting plan, or a written statement stating there will be none, and any existing site improvements;
5. For wall signs, a scaled drawing showing the entire wall or tenant space facade, the proposed sign location, and any existing wall signs;
6. Written certification from a registered South Carolina engineer or architect that the sign is structurally sound and safe, does not constitute a hazard to persons or property on the premises, on adjoining property, or in the vicinity, and that the sign is in compliance with all building or other construction codes and the requirements of this ordinance, for all freestanding, monument and directory signs exceeding 36 square feet;
7. Twelve copies of the complete application form and all attachments when the sign permit goes before the planning commission (billboards allowed through cap and replace provisions);

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8. Identification of landowner and/or leaseholder of property on which the sign is to be erected, including street address (billboards allowed through cap and replace provisions).

15:1.7 *Action by DSR.* The DSR will approve, or approve with conditions, a permit if a sign application other than billboards (See Section 15:8.1) conforms to the standards of this Article. The DSR will deny a permit if a sign application does not conform to the standards of this Article.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 2017-15, §§ 2, 3, 6-19-17)

15:2. General provisions—All signs.

15:2.1. *Construction standards.* All signs shall comply with the appropriate provisions of the county's building code, and shall maintain clearances from all overhead electrical conductors in accordance with the National Electric Code. In addition:

1. Signs shall be installed at least ten feet horizontally or vertically from any conductor;
2. All electric wiring associated with a freestanding or directory sign shall be installed underground;
3. Signs must be constructed of non-combustible materials;
4. Signs shall be designed and constructed in such a manner and of such materials do that they are able to withstand wind pressure of at least 20 pounds per square foot or 75 miles per hour;
5. Signs, including any cables, guy wires or supports shall be located at least four feet from any electric fixture, street light, or other utility pole or standard.

15:2.2. *Sign maintenance.* To insure that all signs are maintained in a safe and aesthetic manner, the following maintenance requirements shall apply:

1. No sign shall be allowed to have more than 20 percent of its sign face, reverse side, or structure covered with disfigured, chipped, cracked, ripped, or peeling paint or poster paper for a period of more than 30 successive days;
2. No sign shall be allowed to remain with a bent or broken sign face, broken supports, loose appendages or struts, or stand more than 15 degrees away from the perpendicular for a period or more than 30 successive days;
3. No sign shall be allowed to have weeds, trees, vines, or other wild vegetation growing upon it for a period of more than 30 successive days;
4. No indirect or internally illuminated sign shall be allowed to have only partial illumination for a period of more than 30 successive days; and
5. Reverse sides of signs shall be properly finished with no exposed electrical wires or protrusions and shall be of one color.
6. No sign may remain vacant for 180 days. Should such occur, all permits will be revoked and the sign owner will have 60 days to remove the sign, or the county will remove the sign at the owner's expense.
7. If the DSR determines that a sign does not meet the previous maintenance requirements or the sign was constructed or erected in violation of the regulations in the article, notice shall be given to the property owner and the business proprietor. If the violation is not corrected within 15 days after such written notice, such sign may be removed by the county at the expense of the owner.
8. The DSR may cause any sign which is an immediate peril to persons or property to be removed summarily and without any advance notice thereof to said application and at the expense said owner.

15:2.3. *Public right-of-way.* Only public entities with right-of-way may have signage on or over the right-of-way. Otherwise, no portion of any sign shall overhang or encroach upon any public right-of-way.

15:2.4. *Setbacks from right-of-way.* All freestanding signs shall be set back at least ten feet from the public right-of-way. Signs shall not be located within the vision clearance triangle at street intersections. The vision clearance triangle shall be determined by measuring back 15 feet from the intersecting rights-of-way and connecting the two points.

15:2.5. *Sexually oriented business signs.* Each sexually oriented business must display at least one sign, easily discernible prior to the entering of the establishment, which identifies it as such by using the word "Adult" (for example, adult bookstore, adult cabaret, adult entertainment, etc.). All signs must be in compliance with this article.

(Ord. No. 09-33, § 6, 12-14-09)

15:3. Signs not requiring a permit.

The following are allowed without permits under the following conditions:

1. Signs not exceeding one square foot in area and bearing only property numbers, post office box numbers, or names of occupants on premises not having commercial connotations;
2. Flags. Five feet by eight feet or smaller with a maximum height of 25 feet. A maximum of three flags per lot allowed.
3. Legal notices or identification, informational, and directional signs erected as required by governmental bodies;
4. Integral decorations or architectural features of buildings or grounds, except letters, trademarks, moving parts, or moving lights;
5. Signs not exceeding four square feet in area directing and guiding traffic on private property;
6. Wall identification signs and commemorative plaques not more than four square feet in area, memorial cornerstones or tablets providing information on building erection or commemorating a person or event;
7. Trademarks or product names which are displayed as part of vending machines, dispensing machines, automatic teller machines, and gasoline pumps;
8. Sandwich board signs. One sandwich board sign may be placed per lot for conforming or legal nonconforming business. The sign must be placed outdoors at the time of opening and removed prior to close of business. Sandwich board signs may not be placed in public right-of-way or obstruct sidewalks, pathways or walkways.
9. Non-commercial message sign. A political sign shall not exceed eight square feet per side and a total of 16 square feet in a residential district. A political sign shall not exceed 16 square feet per side and a total of 32 square feet in a non-residential district. The maximum height of a political sign is six feet. The sign shall not be placed within a side yard setback area, as required under the zoning ordinance in the district in which the property is situated.

There shall be only one non-commercial message sign not pertaining to a specific event or election allowed per lot or parcel. If related to a specific event or election, the sign cannot be placed earlier than 60 days prior the event and must be removed within seven days of the event. The owner of the property or the person in charge thereof shall be responsible for the removal of the signs. Signs must be confined wholly to placement on private property, with permission of the property owner and non-illuminated.

Notwithstanding anything to the contrary in the foregoing, non-commercial message signs not exceeding four square feet in total area are permitted as window signs (i.e. as signs placed on the inside of windows of a structure so as to be visible from outside the structure).

Anything in this article to the contrary notwithstanding, a sign permitted in this article as an on-premises advertising sign may contain a lawful non-commercial message, except for traffic signs, railroad crossing signs, danger or other emergency signs, and directional signs.

10. Real estate and project signs shall be allowed without a permit provided the following restrictions for the type of sign used are met:
 - a. For single-family residential lots or units, one real estate sign, not exceeding five square feet in sign area per face and ten square feet in total sign area, and if freestanding, not exceeding four feet in height, shall be permitted. Property with two or more street frontages shall be permitted one additional sign per frontage.
 - b. For single-family subdivisions, multi-family, commercial, and industrial developments, one real estate or project sign not exceeding 48 square feet in sign area per face and 96 square feet in total sign area, and if freestanding, not exceeding eight feet in height, shall be permitted. Property with two or more street frontages shall be permitted one additional sign per frontage;
 - c. Project signs shall not be erected prior to the issuance of a development permit and shall be removed prior to issuance of the final certificate of occupancy; and
 - d. Real estate signs shall be removed within 15 days of the rent, sale, or lease of a property.
 - e. Signs shall not be illuminated.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 16-29, § 3, 10-3-16)

15:4. Prohibited signs.

The following signs are prohibited in unincorporated Jasper County:

1. Signs imitating traffic or emergency signals. No sign shall be permitted which imitates an official traffic sign or signal, or contains words or symbols displayed in a manner which might mislead or confuse drivers of vehicles, or which displays intermittent lights resembling the color, size, shape, or order of lights customarily used in traffic signal, on emergency vehicles, or on law enforcement vehicles, except as part of a permitted private or public traffic control sign;
2. Audible signs;
3. Flashing signs;
4. Searchlight display signs;
5. Moving signs;
6. Signs attached to or painted on selected features. No sign shall be permitted which is attached to a utility pole or street sign, or is attached to or painted on tree trunks, rocks, or other natural objects;
7. Discontinued use signs. Signs which advertise a discontinued product, place person, institution, or business shall be removed within 30 days form the date of termination;
8. Signs containing banners, pennants, spinners or other moveable parts, streamers, balloons or beacons; except if allowed as a temporary sign by the DSR in accordance with subsection 15:5.2;
9. Signs emitting odors, or visible matter such as smoke or vapor;

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10. Bench signs;
 11. Inflatable signs;
 12. Snipe signs. Signs erected, painted, posted, or affixed in any manner on benches, bus shelters, waste receptacles, unregistered/abandoned vehicles, utility poles, fences, or natural features such as trees;
 13. Any sign which exhibits statements, words, or pictures of an obscene or pornographic nature including but not limited to photographs, silhouettes, drawings, titles, graphic or pictorial representations in any manner of "nudity or state of nudity," "semi-nudity or state of semi-nudity," "specified sexual activities," or "specified anatomical areas";
 14. Signs which obstructs free ingress/egress from a required door, window, fire escape, or other required exit way;
 15. Signs and or sign structure which obstructs the view of, may be confused with, or purports to be a governmental or traffic direction/safety sign;
 16. Except as otherwise provided, temporary or permanent signs within any street right-of-way, except when erected or constructed by a public agency or with the approval of the county and upon issuance of an encroachment permit;
 17. Signs of any kind shall be erected or displayed in any salt marsh areas or on any land subject to periodic inundation by tidal salt water;
 18. Billboards, non-digital and digital, except those allowed by Section 15:8 and approved by the Planning Commission in accordance with Section 15:8.1;
 19. Any sign not expressly permitted;
 20. Any sign unlawfully installed, erected or maintained;
 21. Signs mount on vehicles and parked to attract attention to the business or use;
 22. String lights except when used for holiday decorations;
 23. Roof signs;
 24. Off-premise and off-site signs, except for billboards that are erected or constructed in accordance with subsection 15:7.2.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 2017-15, § 4, 6-19-17)

15:5. Temporary signs.

The following signs shall require the issuance of a temporary sign permit by the DSR prior to their erection. The permit shall cite the length of time any such sign may be displayed.

15:5.1. *Location.* All temporary signs must maintain at least a ten-foot setback from all property or right-of-way lines and the existing road right-of-way, unless otherwise specifically stated in this ordinance. However, no sign shall be allowed to violate any of the requirements of sight triangle clearance and sight visibility at intersections as provided in this ordinance and the land development regulations.

15:5.2. *Types of temporary signs.*

1. *Special event signs.* One portable sign or windblown sign shall be permitted in conjunction with special events in accordance with the following provisions: For the opening or closing of a business, special event or sale, promotional event, change of ownership or management events, such signs are permitted for a period not to exceed the timeframe and size limitation approved

by the DSR. Unless otherwise approved by the DSR, such signs shall not be erected more than 14 days prior to the event and shall be removed within five days after the event.

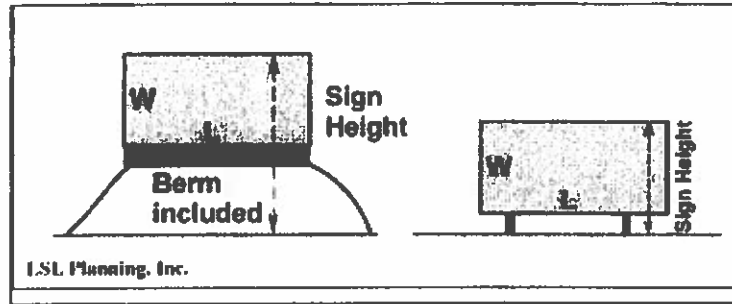
2. *Temporary signs announcing a civic, philanthropic, educational, or religious event.* Such signs are permitted for a period not to exceed the timeframe and size limitation approved by the DSR. Unless otherwise approved by the DSR, such signs shall not be erected more than 14 days prior to the event and shall be removed within five days after the event.
3. *Portable signs.* One portable sign may be placed per non-residential lot. Portable signs must be secured properly and such signs are permitted for a period not to exceed the timeframe and size limitation approved by the DSR.
4. *Banner signs.* Temporary banner signs of cloth or similar material that celebrates an event, season, community, neighborhood, or district and is sponsored by a recognized community agency or organization may be permitted for a period not to exceed the timeframe and size limitation approved by the DSR.

(Ord. No. 09-33, § 6, 12-14-09)

15:6. Standards.

15:6.1. *[Computation of sign and height area.]* The following principles shall control the computation of sign area and height area:

1. *Measuring of sign area.* The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets the county zoning ordinance regulations and is clearly incidental to the display itself;
2. *Measuring area of multi-faced signs.* The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When any two sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than 42 inches apart, the sign area for Zoning purposes (but not for business licensing or other fee purposes) shall be computed by the measurement of one of the faces; and
3. *Measuring sign height.*
 - a. The permitted height of all signs supported by the ground shall be measured from the level of the ground, finished surface, adjacent to the sign.
 - b. The permitted height of signs shall not be measured from an area of the ground that has been built-up or constructed in a manner that would have the effect of allowing a higher sign height than permitted by these regulations (e.g. the height of signs erected on a berm shall be measured from the finished grade adjacent to the berm).



15:6.2. *Location.* Signs must be located at least ten feet from all property lines and the existing road right-of-way, unless otherwise specifically stated in this ordinance. Signs shall not be located within the vision clearance triangle at street intersections. The vision clearance triangle shall be determined by measuring back 15 feet from the intersecting rights-of-way and connecting the two points.

15:6.3. *Regulation for signs.*

Sign Regulation

Type	Zoning District	Maximum Sign Area (square feet)	Maximum Height (feet)	Maximum Sign Width (feet)	# of Faces Allowed
Flags	VC, CC, GC, MB, ID, PDD	In accordance with the Flag Manufacturers Association of America (FMAA) specifications based on height of flagpole	1 flag per development at 60'; or 3 flags per development at 35'	n/a	n/a
	R, RP, RC		3 flags at 35'	n/a	n/a
Freestanding Signs- Including Monument, Ground, Pedestal	RC, RP, RE, R	25 per face, 50 total	Monument 6, Freestanding 8	10	2 back to back
	VC, CC	40 per face, 80 total	Monument 7, Freestanding 8	12	2 back to back
	GC, ID, PDD	55 per face, 110 total	Monument 7, Freestanding 15	16	2 back to back
	Commercial Centers greater than 5 acres, consisting of multiple lots	80 per face, 160 total	Monument 8, Freestanding 20	16	2 back to back

Freestanding Signs- Hanging Sign	GC, ID, VC, CC, PDD	8 per face, 16 total	Top edge of sign face not to exceed 6 feet above ground level	4	2 back to back
	RC, RP, RE, R	8 per face, 16 total	Top edge of sign face not to exceed 6 feet above ground level	4	2 back to back
Wall Signs	GC, ID, VC, CC, PDD	10% of wall. The total area of wall signs shall not occupy more than 10% of the area of the wall upon which they are placed.	80% of wall height.	80% of wall width.	One sign per tenant per side. Tenant signs must be located on the facade of the tenant space being identified.
	RC, RP, RE, R	X	X	X	X
Projecting Signs	GC, ID, VC, CC, PDD	8 per face, 16 total	Bottom of sign must be at least 8 feet above ground level or sidewalk.	4	Two total faces. One sign allowed per business at business entrance.
	RC, RP, RE, R	X	X	X	X
Directory Signs	GC, ID, VC, CC, PDD	25 per face	8		Four total faces. One sign is allowed per primary access.
	RC, RP, RE, R	X	X	X	X
Window Signs	VC, GC, ID, CC, PDD	Not more than 25% of surface of window	n/a	n/a	n/a

	RC, RP, RE, R	X	X	X	X
Awnings and Canopies	VC, GC, ID, CC, PDD	½ of canopy or awning	Bottom of awning or canopy must be at least 7 feet above ground level or sidewalk.	n/a	n/a
	RC, RP, RE, R	X	X	X	X

Additional Requirements from Table:

- A. Freestanding signs. Freestanding signs shall be separated by a distance of no less than 500-foot intervals along each street frontage of the premises.
 - a. Each lot of record shall be allowed one sign except a corner lot where a total of two signs may be permitted, one on each road frontage, provided that the total linear frontage is a minimum of 300 feet per side.
 - b. Masonry bases must that match the associated building(s). Landscaping shall be planted to minimize the appearance of the poles or braces.
- B. In lieu of a freestanding sign, a development may use signs on entrance structures such as fences or walls. The number of sign faces is limited to two per entrance, on either side of the entrance, and confined to the entrance area. The distance between sign faces shall not exceed 100 feet. Such signs are subject to the size limitations of this section.

15:6.4. *Automotive service station/convenience market signs.* The following sign standards apply to automotive service station and convenience markets:

1. *Freestanding and wall signs.* One freestanding sign and one wall sign shall be permitted. Such signs shall meet total height and area requirements as set forth in subsection 15:6.3, Freestanding signs, and subsection 15:6.4, Wall signs;
2. *Gasoline pump signs.* Signs on gasoline pumps must be an integral part of the pump structure;
3. *Product or service advertising.*
 - a. No more than four product/service advertisements shall be allowed;
 - b. Signs must be grouped on one sign structure per street frontage;
 - c. Individual product/service advertisements shall not exceed four square feet in size;
 - d. None of the allowable signs on the same structure shall be duplicates.
 - e. Fuel price signs. One double-face sign per street frontage, not to exceed 12 square feet total area;
 - f. Rack or cabinet signs. Includes those signs, which are an integral part of a rack or cabinet, such as display of oil, wiper blades, etc;

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- g. Attention-getting advertising media. Banners, streamers, whirligigs, flashing, intermittent electrical or iridescent devices, and similar attention-getting advertising media are prohibited;
 - h. Signs located on buffer wall. No sign for an automotive service station shall be placed, painted, or otherwise erected on any buffer wall; and
 - i. Signs interfering with site distance. No sign or sign structure shall be positioned in such a manner that it interferes with any recognized vehicular sign, distance needs, or requirements.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 16-07, § 2, 5-2-16; Ord. No. 16-29, § 4, 10-3-16; Ord. No. 2017-15, § 5, 6-19-17)

15:7. Illumination.

15:7.1. General lighting.

1. Sign lighting shall be of low intensity with effective provisions made to minimize spillover of light beyond the actual sign face. Examples of permissible illumination methods would include, but not limited to, the use of appropriate cut-off style light fixtures, the use of down-light fixtures adjusted so as to avoid spillover and interference with the vision of motorists, and the use of muted internal illumination.
2. Use of glaring undiffused lights or bulbs shall be prohibited.
3. Use of exposed neon lighting, including neon banding, or exposed light bulbs is prohibited.
4. Lights shall be shaded so as not to project onto adjoining properties or thoroughfares.
5. Underground wiring shall be required for all illuminated signs not attached to a building.
6. All lighting fixtures or light sources for lighted signs shall be positioned and/or shaded so that the light source is not visible from normal pedestrian perspectives.
7. Lighting intensities for illuminated signs shall not exceed ten foot-candles, measured at four feet perpendicular to any surface.
8. External light sources used to illuminate a sign are not included in the measurement of a sign's area and/or height.
9. Colored lamps are not permitted except for electronic changeable copy signs as allowed in accordance with Section 15:7.2
10. Internal illumination. Internal illuminated signs are permitted within the community commercial, general commercial and industrial development zoning districts. Where permitted, internally illuminated signs shall be subject to the following regulations:
 - a. *Display area.* Internally illuminated area of signs must be limited to 50 percent of the total allowed sign area.
 - b. *Muted lighting.* Lamps within internally illuminated signs shall be muted so that individual lamps cannot be distinguished behind the sign face.

15:7.2. Digital billboards. Digital billboards are only permitted within the general commercial zoning district north of US 278 on SC 170. Digital billboards are subject to the cap and replace regulation, subsection 15:8.2, and can only be established through that section. Where permitted, digital signs shall be subject to the following regulations:

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1. *Distance.* The digital structure may be located no closer than 1,000 feet to the residential, resource conservation or rural preservation zoning districts. Measurement shall be from the residential zoning district to the outermost portion of each sign.
 2. *Spacing.* No digital sign may be closer than two miles to an existing digital billboard/off-premise advertising sign. Measurement shall be to the outermost portion of each sign.
 3. *Message display intervals.* Each message appearing on a digital billboard face shall remain fixed for a minimum of eight seconds, and message changes shall be instantaneous and shall not contain such visual effects as fading or dissolving.
 - a. *Dissolve.* A mode of message transition on an electronic message display accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second message.
 - b. *Fade.* A mode of message transition on an electronic message display accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

In no event shall revolving, flashing or intermittent illumination be allowed. Where allowed, a message shall be displayed a minimum of eight seconds. Transition from one message to the next shall be instantaneous and shall not contain such visual effects as fading dissolves, flashing, etc.

4. *Illumination.* Display brightness shall be adjusted as ambient light levels change and shall be subject to review and regulation as determined by the DSR.
5. *Malfunction display lock.* Digital billboards shall contain a default design that will freeze the sign in one position if a malfunction occurs or in the alternative shut down.
6. *Emergency information.* The operator of a digital billboard shall at the request of the county government make every effort to display emergency messages, such as Amber Alerts, road closures and evacuation information, as a public service and at no cost to requesting authority. Such messages shall be displayed in appropriate locations and with appropriate frequency until the emergency no longer exists or the authority requests termination.

15:7.3. *Electronic changeable copy sign.* Electronic changeable copy signs are permitted within the general commercial and industrial development zoning district. Where permitted, signs shall be subject to the following regulations:

1. *Display area.* Changeable copy signs area must be limited to 20 percent of the total allowed sign area.
2. *Display.* No "scrolling displays," or the vertical movement of a static message or display on an electronic changeable message sign. No "traveling displays" or the horizontal movement of a static message or display on an electronic changeable message sign.
3. *Content.* Signs shall only provide public information such as gas price signs, time and temperature signs, and "open or closed" status.
4. *Message display interval.* These signs are only allowed to change when the content information changes; meaning the sign must be set in a non-flashing and non-animated mode. The electronic message shall not change of more than once every eight hours and shall not use flashing or blinking characters. Information pertaining to gas prices, time and temperature, and "open or closed" status may change more frequently, but not more than once per eight seconds.
5. *Color.* Text is limited to one color.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 2017-15, § 6, 6-19-17)

15:8. Billboards.

15:8.1 *Approval by the planning commission.* The planning commission must approve, approve with conditions or deny all applications for new billboards, digital billboards or alterations to an existing non-digital billboard and digital billboards. A permit will be issued after the planning commission has approved the application. Section 15:8:3 includes the criteria planning commission will use for new billboards and Section 15:8.4 for digital billboards through the cap and replace provision, Section 15:8.2. The planning commission may require adjustments to the design and site location of proposed signs and reasonable conditions may be attached to an approval.

15:8.2 *Cap and replace.* In order to place a new non-digital billboard, the owner and advertising company must remove and abandon three active billboards. An active billboard is a billboard that has not been abandoned or which has changed the copy face or received income on the copy face within six months of the date of this ordinance. In order to place a new digital billboard or convert a non-digital billboard to a digital billboard, the owner and advertising company must remove and abandon four active billboards. Any new billboard or existing billboard which is converted to a digital billboard must adhere to all the requirements of article 15. All new billboards including the conversion of non-digital billboards to digital billboards allowed through this regulation must be approved by the planning commission.

15:8.3 *Billboards.* New non-digital billboards are only permitted through the cap and replace regulations, Section 15:8.2 and must be approved by the planning commission. Non-digital billboards shall be subject to the following regulations:

1. *Location.* New non-digital billboards are only permitted within the General Commercial and Industrial Development Zoning Districts along the interstate highways and frontage roads where their right-of-way is contiguous to an interstate highway provided these signs are located within 100 feet of the right-of-way of the interstate or frontage road.
2. *Minimum spacing.* Non-digital billboards located along an interstate may not be erected within 500 feet of an interchange or rest area. The interchange or rest area is considered to begin or end at the point where the pavement widens for an entrance or exit ramp. Non-digital billboards located along an interstate shall not be permitted to locate within 500 feet of another sign on the same side of the roadway. For frontage roads, no billboard shall be permitted to locate within a 1,000 foot radius of another off premise sign.
3. *Maximum sign face.* The maximum sign face for any non-digital billboard located along an interstate shall be 672 square feet plus a 10% allowance for copy extensions. A copy extension is the part of the copy which extends beyond the edge or border of the sign, sometimes called a "cut-out" or "drop-out."

The sign face of a non-digital billboard on any other highway shall be 378 square feet plus 10% allowance for copy extensions.
4. *Maximum height.* Non-digital billboards located along interstate highways shall not exceed a height of 100 feet above the elevation of the highest travel lane at the location of the sign. The maximum height of non-digital billboards along other roadways shall not exceed 35 feet above the elevation of the roadway.
5. *Minimum height.* The minimum height of the display surface for non-digital billboards located along interstate highways shall be 15 feet above the elevation of the highest travel lane at the location of the sign. The minimum height of the display surface of non-digital billboards along other roadways shall be 15 feet above the elevation of the roadway, unless the Sign Face does not exceed 200 square feet and placement of the sign does not block visibility of an existing Identification Sign.

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6. *Other standards.* If any other governmental body (federal or state) also regulates billboards, to the extent allowed by law, the more restrictive or that imposing higher standards, shall govern.

15:8.4 *Digital billboards.* Digital billboards constitute a separate and distinct land use due to their size and prominence upon the landscape, and are therefore subject to the following separate regulatory provisions. It is the purpose of this ordinance to allow for the establishment of digital billboards under specific, limited circumstances. Existing non-digital billboards may be converted to a digital billboard, or a new digital billboard may be erected, through the cap and replace regulations, Section 15:8.2, and must be approved by the planning commission. Digital billboards shall be subject to the following regulations:

1. *Location.* Digital billboards are only permitted within 2,000 feet of the county border along Highway 17 north (Point South area) and south (state line area) and I-95 north (Point South area) and south (state line area) in the General Commercial Zoning District. Highway 17 south shall be measured from the highland of the S.C. side of the boundary 2,000 feet, not the river or marsh. Notwithstanding the foregoing reference to 2,000 feet, the Highway 17 north area shall only extend from 100 feet north of the intersection at Hamilton Place back to I-95.
2. *Distance.* The digital structure may not be located within 1,000 feet of the residential zoning district. Measurement shall be from the residential zoning district to the outermost portion of each sign.
3. *Spacing.* Digital Billboards may not be located within two miles of another existing digital billboard on the same side of the right-of-way. Measurement shall be to the outermost portion of each sign.
4. *Maximum sign face.* The maximum sign face for any digital billboard is limited to 560 square feet per face.
5. *Maximum height.* Digital billboards located along interstate highways shall not exceed a height of 100 feet above the elevation of the highest travel lane at the location of the sign. The maximum height of digital billboards along other roadways shall not exceed 45 feet above the elevation of the roadway.
6. *Minimum height.* The minimum height of the display surface for digital billboards located along interstate highways shall be 15 feet above the elevation of the highest travel lane at the location of the sign. The minimum height of the display surface of digital billboards along other roadways shall be 15 feet above the elevation of the roadway, unless the Sign Face does not exceed 150 square feet and placement of the sign does not block visibility of an existing identification sign.
7. *Message display intervals.* Each message appearing on a digital billboard face shall remain fixed for a minimum of eight seconds, and message changes shall be instantaneous and shall not contain such visual effects as fading or dissolving.
 - a. *Dissolve.* A mode of message transition on an electronic message display accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second message.
 - b. *Fade.* A mode of message transition on an electronic message display accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

In no event shall revolving, flashing or intermittent illumination be allowed. Where allowed, a message shall be displayed a minimum of eight seconds. Transition from one message to the next shall be instantaneous and shall not contain such visual effects as fading dissolves, flashing, etc.
8. *Illumination.* Display brightness shall be adjusted as ambient light levels change and shall be subject to review and regulation as determined by the DSR.
9. *Malfunction display lock.* Digital billboards shall contain a default design that will freeze the sign in one position if a malfunction occurs or in the alternative shut down.

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10. *Emergency and public service information.* The operator of a digital billboard shall, at the request of Jasper County Government, display emergency messages, such as Amber Alerts, road closures and evacuation information, as a public service and at no cost to Jasper County Government. Such messages shall be displayed in appropriate locations and with appropriate frequency on such digital billboard(s) until the emergency no longer exists or Jasper County Government requests termination. In addition, the operator of a digital billboard shall on a space available basis, and at the request of Jasper County Government, display one public service announcement (that promotes or benefits Jasper County) per advertising cycle on such digital billboard(s) faces(s).
 11. *Other standards.* If any other governmental body (federal or state) also regulates billboards, to the extent allowed by law, the more restrictive or that imposing higher standards, shall govern.

15:8.5 *South Carolina Code of Laws.* The sign regulations contained in this ordinance are supplemented by the requirements of the State of South Carolina Department of Transportation which regulates off-premise signs on interstate and federal aid road systems. See Section 15:1.3. Issuance of a Jasper County Zoning Permit does not imply approval of, or constitute a privilege to violate, any other applicable, federal, state or local statutes, ordinances, codes, regulations, or private restricted covenants. Applicants are specifically reminded of the Jasper County Code of Ordinances as it relates to initial and recurring annual fee for off-premise signs.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 16-07, § 3, 5-2-16; Ord. No. 2017-15, §§ 7, 8, 6-19-17)

15:9. Non-conforming signs and billboards.

15.9.1 *Non-conforming signs and billboards.* Non-conforming signs may continue in operation and maintenance, provided that non-conforming signs shall not be:

1. Changed to or replaced with another non-conforming sign. However, this provision shall not prohibit a change in copy or graphics on the sign face of the sign;
2. Replaced with a digital, LED, or similar electronic sign, except as allowed by Article 15:8.1 and consistent with 15:8.2 and 15:8.4;
3. Structurally altered so as to extend their useful life;
4. Expanded;
5. Relocated, except in compliance with this section; and
6. Reestablished after damage or destruction of more than 50 percent of the replacement value of the same type sign at the time of such damage or destruction unless by vandalism or a criminal act conducted by a party not associated with the advertising company, sign owner or property owner.

This section shall not prevent repairing or restoring to a safe condition any part of a sign or sign structure, or normal maintenance operations performed on a sign or sign structure. The sign structure, or any of its members, may be replaced with only like or similar materials. Replacement may be made only on a pole for pole or member for member basis, and the original structure design may not be altered in any form. Lighting cannot be added to a non-illuminated sign.

When a sign is located on property which is condemned for right-of-way acquisition, one of the following standards shall apply:

1. A sign which is not located in, and does not overhang the new right-of-way, may remain in place.
2. When a sign located on a state or federal aid highway must be relocated off the new right-of-way, it shall, at a minimum, comply with state standards for such relocation; and

3. When a sign located on a county road must be relocated off the new right-of-way, it shall comply, as near as possible, with the setbacks established in this article.

15:9.2 Amortization.

- A. Non-conforming off premises signs shall be amortized and the non-conforming use discontinued as provided in Table 1.1, of this section, except, if the use of such off premises sign cannot be amortized due to its proximity to a federal aid primary road, interstate highway or national highway system road then the non-conforming off premises sign shall be discontinued if abandoned as defined Article 4, Definitions or if damaged more than fifty percent as defined in Section 15:9.1 (6) in which case such non-conforming use shall be permanently ended and discontinued and the remaining portions of the off premises sign removed.
- B. Amortization of non-conforming signs and billboards not subject to protection by reason of its proximity to federal aid primary road, interstate, highway or national highway system or otherwise protected under state or federal law or regulation, shall be subject to the following:
 1. Non-conforming signs and billboards shall be removed or otherwise made to conform to the provisions of this Article within the number of years set forth in the Amortization Schedule below, which shall begin to run on the date of enactment of this Ordinance.
 2. The amortization period set forth in the Amortization Schedule shall be conclusively presumed to have provided just compensation to the owner of the non-conforming sign or billboard and the owner of the real property on which the non-conforming sign or billboard is located for any property interest impacted by this Ordinance.
 - a. Provided, however, that if any amortization period is declared invalid and it is ordered or determined that the County is required to pay funds as compensation, that the County shall have the option to allow the non-conforming sign or billboard to continue in existence as a non-conforming use without payment of such funds until, in its sole discretion, the County determines that adequate funds exist to remove the non-conforming sign or billboard.
 - b. The failure of the County to remove any non-conforming sign shall not be construed as a waiver by the County to exercise any such rights in the future or demand strict compliance with the provisions of this Ordinance.
 - c. In the event a sign is protected as set forth in Section 15:9.2 above, the Amortization Schedule herein shall be deemed to incorporate such corresponding amortization period as may be provided in the protective statutes or regulations.

AMORTIZATION SCHEDULE	
Original Cost of Sign or Billboard	Amortization Period from the Date of Enactment of this Ordinance
Less than \$5,000.00	5 years
Greater than \$5,000.00	8 years

3. Nothing herein shall be construed to make a sign in existence on the effective date of this ordinance which is currently an unlawful non-conforming sign already deemed to be abandon and/or subject to removal, subject to the extended amortization period of Section 15:9.2.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 2017-15, §§ 9, 10, 6-19-17)

15:10. Sign variances.

Any party who has been refused a sign permit for a proposed sign may file an appeal with in accordance with the zoning ordinance. In determining whether a variance is appropriate, the BZA shall study the sign proposal, giving consideration to any extraordinary circumstances, such as those listed below, that would cause practical difficulty in complying with the sign standards. The presence of any of the circumstances listed may be sufficient to justify granting a variance; however, the zoning BZA may decline to grant a variance even if certain of the circumstances are present.

In granting a variance, the BZA may attach such conditions regarding the location, character, and other features of the proposed sign as it may deem reasonable. In granting a variance, the BZA shall state the grounds and findings upon which it justifies granting the variance.

1. Permitted signage could not be easily seen by passing motorists due to the configuration of existing buildings, trees, or other obstructions.
2. Permitted signage could not be seen by passing motorists in sufficient time to permit safe deceleration and exit. In determining whether such circumstances exist, the zoning board of appeals shall consider the width of the road, the number of moving lanes, the volume of traffic, and speed limits.
3. Existing signs on nearby parcels would substantially reduce the visibility or advertising impact of a conforming sign on the subject parcel.
4. Construction of a conforming sign would require removal or severe alteration to natural features on the parcel, such as but not limited to: removal of trees, alteration of the natural topography, filling of wetlands, or obstruction of a natural drainage course.
5. Construction of a conforming sign would obstruct the vision of motorists or otherwise endanger the health or safety of passers-by.
6. Variance from certain sign regulations would be offset by increased building setback, increased landscaping, or other such enhancements, so that the net effect is an improvement in appearance of the parcel, compared to the result that would be otherwise achieved with construction of a conforming sign.
7. A sign which exceeds the permitted height or area standards of this article would be more appropriate in scale because of the large size or frontage of the parcel or building.

Adjustment in size, location. The BZA may, upon application by the property owner, make reasonable adjustment in the size and location requirements for any sign, where such action meets the following standards:

1. A variance is deemed in the public interest;
2. The variance would not adversely affect properties in the immediate vicinity of the proposed sign;
3. The alleged practical difficulty supporting the variance request results from conditions that do not generally exist throughout the county, and denial of a variance would preclude all reasonable use of the property;
4. Granting a variance would result in substantial justice being done, considering the public interests protected by the standards of this article, the individual hardships that would be suffered by denial of the variance and the rights of others throughout the county whose property may be affected by granting the variance;
5. The type of sign has been designed to make it compatible with the surrounding area.

(Ord. No. 09-33, § 6, 12-14-09)

15:11. Severability.

If any section, clause, paragraph, sentence or phrase of this sign ordinance (Article 15 of Appendix A of the Jasper County Code of Ordinances) shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence or phrase shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the county council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

(Ord. No. 16-29, § 4, 10-3-16)

AGENDA

ITEM #9F



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

Hunter Smiley
Planner
hsmiley@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	June 15, 2026
Project:	Zoning Map Amendment – Rural Preservation
Applicant:	Hoota Woods Plantation LLC.
Tax Map Number:	052-00-10-013
Submitted For:	Public Hearing and Second Reading
Recommendation:	Staff recommends Rural Preservation

Description: This is a zoning map amendment request to have a parcel designated as Rural Preservation. The subject property consists of 312.43 acres and is located off Hoota Woods Plantation Road. The parcel is currently split zoned Residential and Rural Preservation. The owners purchased the property with the intent for it to one day be a commercial agricultural operation (growing sugar cane & making cane syrup). In 2019 the owners purchased a neighboring 12-acre parcel that was zoned as residential and abandoned the lot lines so that it could be one combined parcel. The owners are in the process of acquiring a business license for their new commercial agricultural operation but cannot acquire a zoning certificate due to the parcel being split zoned and the agricultural use not being permitted within the residential zoning district. The zoning map amendment would allow the applicant to move forward in the business licensing process and become compliant.

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 Conservation,” which are areas that seek to protect and promote the character of Jasper County that largely exists today outside of the municipalities. Most development, especially commercial development, should be guided to the hamlets.
- **Adjacent Zoning:** The adjacent parcels are zoned Rural Preservation and Residential.

- ***Adjacent Land Use:*** Adjacent land uses are primarily agricultural I with a few parcels being residential.
- ***Traffic and Access:*** The subject parcel is accessed by Stella Cleland Road, which is a two-lane county-maintained road classified as a local road. There is also a road that goes through the parcel, which is Hoota Woods Plantation Road, a private maintained road.

Planning Commission Recommendation: Planning Commission recommends approval of the request to designate the subject parcel as Rural Preservation.

Attachments:

1. Application
2. Ordinance
3. Aerial zoning map
4. Aerial satellite image map



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:	Hoot Woods Plantation LLC
Address:	2 Means Bluff Way Sheldon, SC 29941
Telephone:	843-846-6088
Email:	info@midas-advisors.com
Property Address or Physical Location:	606 Hoota Woods Plantation Road Early Branch, SC 29916
Tax Map Number(s)	05-00-10-013
Gross Acreage:	312.43
Current Zoning	Split - Residential & Rural Preservation
Proposed Zoning:	Rural Preservation
Administrative Fee: (\$300 per lot) except for PDD applications	\$300.00
Date Mailed or Hand Delivered:	April 15, 2026
Reason for Request: (attach narrative if necessary)	To correct and conform Zoning for unified rural preservation land holding

4-15-26

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

Internal Use Only

Date Received:	4-15-26
Amount Received:	\$300.00
Staff Member:	Kenzie Stone

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #2026-_____

AN ORDINANCE OF JASPER COUNTY COUNCIL

TO AMEND THE OFFICIAL ZONING MAP OF JASPER COUNTY BY REZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED ALONG HOOTA WOODS PLANTATION ROAD, BEARING JASPER COUNTY TAX MAP NUMBER 052-00-10-013 CONSISTING OF 312.43 ACRES FROM THE RESIDENTIAL DISTRICT (R) AND RURAL PRESERVATION DISTRICT (RP) TO THE RURAL PRESERVATION DISTRICT (RP).

WHEREAS, Jasper County, South Carolina (the “**County**”), acting through the Jasper County Council as its governing body (the “**County Council**”), is a political subdivision of the State of South Carolina (the “**State**”), and as such possesses all the general powers granted by the Constitution and statutes of the State to such public entities; and

WHEREAS, Hoota Woods Plantation LLC is the owner of a parcel of real property (the “**Owner**”) consisting of approximately 312.43 acres bearing Jasper County Tax Map Number 052-00-10-013 and located along Hoota Woods Plantation Road (the “**Property**”); and

WHEREAS, Owner has requested the rezoning of the Property and an amendment to the Official Zoning Map of Jasper County (the “**Zoning Map**”) from the “Rural Preservation District and Residential District” to the “Rural Preservation District” (the “**Application**”); and

WHEREAS, the Owner submitted its request to the Jasper County Planning Commission and Jasper County Council in accordance with the County’s ordinances, regulations, rules and procedures for rezoning and amending the Zoning Map; and

WHEREAS, the Jasper County Planning Commission has concurred with the recommendations of the County staff report concerning the Application as reflected in this Ordinance and recommends approval by Jasper County Council; and

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is compliant with the Jasper County Comprehensive Plan. Good cause having been shown, the Property consisting of approximately 312.43 acres bearing Jasper County Tax Map Number 052-00-10-013 and the Jasper County Official Zoning Map from the Residential District and Rural Preservation District, shall hereby be rezoned to the Rural Preservation District.
2. This ordinance shall take effect upon approval by Jasper County Council.

W. J. Rowell, III
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE 2026 - _____
First Reading: 6/1/2026 _____
Second Reading: _____
Public hearing: _____
Adopted: _____

Considered by the Jasper County Planning Commission at its meeting on
May 12, 2026 and recommended for approval.

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

Interim County Attorney
Burr & Forman LLP

By: _____
Walter J. Nester, III
Partner

_____ **Date**



13	WOODS PLANT RD	01	n/a	(Note: Not to be used on legal documents)
Alternate ID	052-00-10-013			
Class	Rural single family residence (not legal)			
Acres	312.43			
Owner Address	HOOTA WOODS PLANATATON LLC 2 MEANS BLUFF WAY SHELDON, SC 29941			
Last 2 Sales	Date	Price	R	
	8/14/2019	0	n	
	n/a	0	n	



Parcel ID	Class	Acres	Alternate ID	Owner Address	Last 2 Sales Date	Price
052-00-10-013	Rural single family residence (not legal)	312.43	052-00-10-013	HOOTA WOODS PLANATATON LLC 2 MEANS BLUFF WAY SHELDON, SC 29941	8/14/2019	0 n/a
01	n/a				n/a	0 n/a

(Note: Not to be used on legal documents)

AGENDA
ITEM #9G



Jasper County Development Services Department

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-4119

Name: Eric W. Larson
Title: Development Services Director
Email address: cwlarson@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	June 15, 2026
Agenda Item:	9.G – Ordinance #O-2026-15
Project:	Project Heat Special Source Revenue Credit Agreement
Request:	Public Hearing and Consideration of the 2 nd Reading of an Ordinance to execute the Special Source Revenue Credit (SSRC) Agreement and establish a Multi-County Industrial Park (MCIP) with Hampton County.
Action Needed:	Approval of 2 nd Reading of the Ordinance
Recommendation:	Approval of 2 nd Reading of an Ordinance to execute the Special Source Revenue Credit (SSRC) Agreement and establish a Multi-County Industrial Park (MCIP) with Hampton County.

Description:

This ordinance authorizes Jasper County to execute the Special Source Revenue Credit (SSRC) Agreement and take any necessary actions to fulfill the County's obligations under the Agreement. It also approves the establishment or expansion of a Multi-County Industrial Park (MCIP). The ordinance further authorizes county officials to execute related documents needed to implement the agreement and incentives offered to the company.

The Interim County Attorney has reviewed the SSRC agreement to confirm that the proposed expansion is not in conflict with the development approved by the Planning Development District and Development Agreement. Parker Poe has analyzed the proposed Tax Revenue reduction for County Council information.

Staff Recommendation:

Approval of 2nd Reading of an Ordinance to execute the Special Source Revenue Credit (SSRC) Agreement and establish a Multi-County Industrial Park (MCIP) with Hampton County.

Attachment(s):

Ordinance #O-2026-15
Draft SSRC Agreement
Draft MCIP Agreement
Legal review of PDD, DA, and SSRC agreement
Tax and Fee Revenue Analysis



External Memorandum

VIA EMAIL ONLY (ewlarson@jaspercountysc.gov)

To: Eric W. Larson, PE, AICP, CFM, CPSWQ
From: Walter J. Nester, III
Date: June 5, 2026
**Re: Review of Daly Organics Development Agreement and PDD Concerning
(Project Heat) Expansion ("Project")
Our File Number: 0040234.0000012**

Consistent with your request on behalf of Jasper County Council ("Council"), we reviewed the Development Agreement ("DA") for Daly Organics Development recorded in the Office of the Register of Deeds for Jasper County in Book 1177 at Page 915 and its associated Planned Development District ("PDD") and Concept Plan ("Concept Plan") to determine if the proposed expansion contemplated by the Project described in the proposed Special Source Revenue Credit Agreement ("SSRC Agreement") conflicts with the conditions and approvals in the DA, PDD and Concept Plan.

The short answer is no, the proposed expansions do not conflict with the DA or PDD.

Development Agreement Requirements:

Exhibit B to the DA is the Development Plan. The Development Plan contemplates a rezoning to PDD. The land subject to the Development Plan is permitted to include uses and intensities of Rural Preservation, General Commercial, and Industrial Development. With respect to Residential, General Commercial and Industrial land uses are limited to the existing farm, including compost and mulching operations, the bagging facility, and other operations in support of Daly Organics.

Section I, paragraph C of the PDD Concept Plan anticipates expansion of composting and mulching operations. Proposed uses are to be as follows: 166.2 acres Rural Preservation, 36.2 acres of General Commercial, Industrial Development in 3 sites of 6.1 acres, 6.8 acres and 8.4 acres.

Section II of the PDD states that the "land use areas indicated on the Concept Plan are not intended to be rigid exact boundary lines for future land use and improvements." Further that the Concept Plan for Daly Organics PDD shall maintain flexibility to respond to future needs and conditions.

However, the maximum densities and other conditions of the PDD and DA "...will be strictly adhered to, unless adjustment is requested by the Owner and approved by the County."

Section II, paragraph C of the PDD describes the densities allowed in the PDD as follows: 166.2 of Rural Preservation, 36.2 of General Commercial, and 21.3 (total) of Industrial Development. This paragraph further states that "[c]ommercial acreage shall include the commercial uses of Existing Operations for Organic Composting/Mulching and Area for Expansion plus uses permitted in the Jasper County ZO and LDR, as well as other uses and shall have no cap placed on unit density (building square footage/acre), provided compliance with stormwater, parking, buffering, landscaping and other site design requirements of the PDD and Jasper County ZO and LDR are met."

Conclusion:

Since the SSRC Agreement does not describe expansion of acreage or density, and because there is no limitation to size of production facility or number of employees, we do not believe that the SSRC Agreement conflicts with or violates the DA or PDD. In addition, the SSRC Agreement does not state that any additional uses are requested to be added to the PDD as the expansion is an expansion of already permitted uses. Accordingly, since the DA and PDD expressly authorize expansion, and the DA specifically states that there is no cap on unit density (meaning building size per acre) provided other items in the DA are complied with. Therefore, expansion of their facility while adhering to other requirements of the DA as well as acreage and use requirements, will not result in a violation of the DA or the PDD. Any new development expanding the Project must comply with stormwater, parking, buffering, landscaping and other site design requirements of the PDD and Jasper County Zoning Ordinance and Land Development Regulations.

ORDINANCE NO. O-2026-15

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND DALY ORGANICS LLC, A COMPANY ALSO KNOWN AS PROJECT HEAT, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Jasper County, South Carolina (the "County") is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the "MCIP Act"), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Section 4-1-175 of the MCIP Act and Section 4-29-68, Code of Laws of South Carolina 1976, as amended (the "Infrastructure Credit Act") to provide infrastructure credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise. Under the authority provided in the MCIP Act, the County has created a multi-county park with Hampton County, South Carolina (the "Park") through that certain Agreement for Development of Joint County Industrial Park between Jasper County, South Carolina and Hampton County, South Carolina (The "Park Agreement") ; and

WHEREAS, Pursuant to the Infrastructure Credit and MCIP Acts, the County is authorized to provide credits ("Infrastructure Credits") against fee-in-lieu of tax payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project in the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility ("Infrastructure").

WHEREAS, Daly Organics LLC, a company also known as Project Heat (the Company"), proposes to invest approximately \$6,500,000 in real property improvements and personal property in order to expand the Company's processing facility (the "Project") (collectively, the land, real property improvements and the personal property shall be referred to herein as the "Property") and to create 30 new, full-time jobs at the Project; and

WHEREAS, the County Council of Jasper County ("County Council") has agreed to assist the Company in connection with the Project by (i) locating the Project in the Park, and (ii) pursuant

to the Infrastructure Credit Act, providing certain Infrastructure Credits to the Company with respect to qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the County Council has agreed, pursuant to the MCIP Act and the Infrastructure Credit Act, that the Project shall qualify for a 10-year 15% Infrastructure Credit, all as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the "SSRC Agreement"); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and

WHEREAS, it appears that the SSRC Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Hampton County, in meeting duly assembled, as follows:

Section 1. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting, and are directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 2. *Multi-County Park.* The establishment of the Park to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. To include the Project will be complete on adoption of this Ordinance by County Council, delivery of this Ordinance to the Clerk to County Council Hampton County, South Carolina and receipt of an ordinance from Hampton County.

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

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction

to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

DONE, RATIFIED AND ADOPTED this 6th day of July, 2026.

JASPER COUNTY, SOUTH CAROLINA

William Rowell, Chairman of Jasper County Council

ATTEST:

Wanda Giles, Clerk
Jasper County Council

First Reading: March 16, 2026
Second Reading: June 15, 2026
Public Hearing: June 15, 2026
Third Reading: July 6, 2026

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

JASPER COUNTY, SOUTH CAROLINA,

and

DALY ORGANICS LLC
a Georgia limited liability company

Dated as of July 6, 2026

**SUMMARY OF CONTENTS OF
SSRC AGREEMENT**

This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this SSRC Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Company Name	Daly Organics	
Project Location	Bellinger Hill Road	
Tax Map No.	038-00-08-044	
SSRC Agreement		
Infrastructure Credit		
• Brief Description	15% for the Credit Term	
• Credit Term	10 Years	
• Minimum Investment Requirement	\$6,500,000	
• Minimum Job Requirement	30	
• Assessment Ratio	6%	
• Millage Rate	.341 (adjusted annually)	
Multicounty Park	Park Agreement between Jasper County and Hampton County	
Other Information	Expansion of Processing Facility located at the intersection of S. Okatie Highway and Bellinger Hill Road	

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of as of July 6, 2026 (the "Agreement"), between **JASPER COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and **DALY ORGANICS LLC**, a limited liability company organized and existing under the laws of the State of Georgia (the "Company").

WITNESETH:

WHEREAS, Jasper County, South Carolina (the "County") is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the "MCIP Act"), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Section 4-1-175 of the MCIP Act and Section 4-29-68, Code of Laws of South Carolina 1976, as amended (the "Infrastructure Credit Act") to provide infrastructure credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise. Under the authority provided in the MCIP Act, the County anticipates creating a multi-county park with Hampton County, South Carolina (the "Park"); and

WHEREAS, Pursuant to the Infrastructure Credit and MCIP Acts, the County is authorized to provide credits ("Infrastructure Credits") against fee-in-lieu of tax payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility ("Infrastructure"); and

WHEREAS, the Company leases the real property on which the Company has established a processing facility from Bellinger Hills Properties, LLC, which real property is more specifically described in Exhibit A attached hereto (the "Land"); and

WHEREAS, the Company now proposes to invest approximately \$6,500,000 in Real Property improvements and personal property in order to expand the Company's processing facility and to create 30 new, full-time jobs (the "Project") (collectively, the Land, real property improvements and the personal property shall be referred to herein as the "Property"); and

WHEREAS, the County Council of Jasper County ("County Council") has agreed to assist the Company in connection with the Project by (i) locating the Project in the Park, and (ii) pursuant to the Infrastructure Credit Act, providing certain Infrastructure Credits to the Company with respect to qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the County Council has agreed, pursuant to the MCIP Act and the Infrastructure Credit Act, that the Project shall qualify for a 10-year 15% credit, all as set forth more fully in the Special

Source Revenue Credit Agreement between the County and the Company presented to this meeting (the “SSRC Agreement”); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation and/or retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on July 6, 2026, following a public hearing held on June 15, 2026.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“*Agreement*” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“*Certification Date*” shall have the meaning set forth in Section 3.01(b).

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended.

“*Company*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Cost of Infrastructure*” shall mean the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate and personal property in connection with the Project, and any other such similar or like expenditures authorized by the Infrastructure Credit Act.

“*County*” shall mean Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“*Expansion Project*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Fee Payments*” shall mean the payments in lieu of taxes, including, if applicable, any negotiated payments in lieu of taxes pursuant to the Code, made by the owners(s) of the Project.

“*Infrastructure Credit Act*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"*MCIP Act*" shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

"*Minimum Commitment*" shall have the meaning set forth in Section 3.01(b).

"*Minimum Investment Requirement*" shall mean a taxable investment in real and personal property of not less than \$6,500,000.

"*Minimum Jobs Requirement*" shall mean not less than 30 new, full-time jobs created by the Company in connection with the Project.

"*Ordinance*" shall mean the ordinance enacted by the County Council on July 6, 2026, authorizing the execution and delivery of this Agreement.

"*Park*" shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

"*Park Agreement*" shall mean the agreement with Hampton County to establish the Park.

"*Person*" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"*Project*" shall have the meaning set forth with respect to such term in the recitals to this Agreement and shall include the Original Project and the Expansion Project.

"*Property*" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Company for the purpose of promoting economic development within the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County,

conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Georgia and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(d) The Company will use commercially reasonable efforts to achieve the Minimum Investment Requirement and the Minimum Jobs Requirement.

(e) The financing of the Cost of Infrastructure by the County has been instrumental in inducing the Company to expand the Project in Jasper County, South Carolina.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event the Park Agreement is terminated, the County agrees to use commercially reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III INFRASTRUCTURE CREDITS

SECTION 3.01. Infrastructure Credits.

(a) To assist in paying for the Cost of Infrastructure, the Company and any qualifying sponsor are entitled to claim an Infrastructure Credit to reduce certain Fee Payments due and owing from the Company or sponsor to the County that pertain to the Project. The real property and improvements thereon and all qualifying personal property expenses of the Company under the Project shall qualify for a 10-year 15% Infrastructure Credit. The 15% Infrastructure Credit shall begin in the year after the initial real property improvements and/or personal property attributable to the Expansion Project are placed in service and shall continue for 9 years thereafter ("Expansion Credit Term"). In no event may the Company's aggregate infrastructure credit claimed pursuant to this Section exceed the aggregate expenditures by the Company or sponsor on the Cost of Infrastructure.

(b) Minimum Commitment. The Company shall meet the Minimum Investment Requirement and the Minimum Jobs Requirement (together, the "Minimum Commitment") by the Certification Date, as defined below. The Company shall certify to the County the achievement of the Minimum Commitment no later than December 31, 2032 (the "Certification Date"), by providing documentation to the County sufficient to reflect the achievement of the Minimum Commitment. If the Company fails to certify the Minimum Commitment by the Certification Date, the County may provide notice to the Company of such failure. If the Company fails to provide the certification within thirty (30) days of the receipt of notice from the County, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

(c) THIS AGREEMENT AND THE ADDITIONAL INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER

CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

(e) To the extent that the Infrastructure Credit is used as payment for personal property and the personal property is removed from the Project during the ten-year period and not otherwise replaced, then the amount of the fee-in-lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two years immediately following the removal, as set forth in Section 4-29-68(A)(2)l(ii) of the Code of Laws of South Carolina, 1976, as amended. If the Company replaces the removed property with qualifying replacement property, as defined in the Act, then the removed personal property is deemed not to have been removed from the Project. This Agreement is applicable to the Property located in the Park as part of the Project.

ARTICLE IV – CLAW BACK

SECTION 4.01. Claw Back. If the Company fails to meet the Minimum Commitment by the Certification Date, then the Company shall be subject to a reduction in the Credit as described in Exhibit B (the “Claw Back”). Notwithstanding the above, the County may forego the application of the Claw Back or extend the Certification Date.

For the avoidance of doubt, the Claw Back set forth in this Section 4.01 and in Exhibit B apply solely to the benefits provided by the Infrastructure Credits.

ARTICLE V CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 5.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 5.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with

applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 5.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Additional Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE VI DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. The following are "Events of Default" under this Agreement:

(a) A Cessation of Operations. For purposes of this Agreement, a "Cessation of Operations" means a publicly announces closure of the Project; a layoff of a majority of the employees working at the Project over a period of three (3) months, or a reduction in production of more than eighty percent (80%) that continues for a period of twelve (12) consecutive months;

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(c) Material failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

SECTION 6.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII MISCELLANEOUS

SECTION 7.01. Termination. Subject to Sections 6.01 and 6.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Company.

SECTION 7.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally for the Additional Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return receipt requested, restricted delivery, postage prepaid, addressed as follows:

(a) if to the County: Jasper County, South Carolina
Attn: County Administrator
PO Box 1149
358 Third Avenue
Ridgeland, SC 29936

with a copy to: (which shall not constitute notice to the County): Parker Poe Adams & Bernstein
Attn: Ray Jones
1221 Main Street, Suite 1100
Columbia, SC 29201

(b) if to the Company: Daly Organics LLC
1465 Bellinger Hill Road
Hardeeville, SC 29927
Attention: Madison Daly

with a copy to: (which shall not constitute notice to the Company) Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, SC 29201
Attention: Gary W. Morris

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 7.11. Indemnity.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the

County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The Indemnified Party is entitled to use counsel of its choice and the Company shall reimburse the Indemnified Party for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The Indemnified Party shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the Indemnified Party within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the Indemnified Party is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The Indemnified Party may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the Indemnified Party's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the Indemnified Party having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations of this section 6.11 shall survive termination of this Agreement.

SECTION 7.12. Administrative Fees. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

SECTION 7.13. Facsimile/Scanned Signature. The Parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the Parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Jasper County, South Carolina, has caused this Agreement to be executed by the Chairman of the Jasper County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the Company has each caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

JASPER COUNTY, SOUTH CAROLINA

William Rowell, Chairman of Jasper County Council

[SEAL]

Attest:

Wanda Giles, Clerk
Jasper County, South Carolina

[Signature page 1 to Special Source Revenue Credit Agreement]

DALY ORGANICS LLC

By: _____
Name: _____
Title: _____

Bellinger Hill Properties, LLC, to the extent of its interest in the Property, hereby joins in this Agreement.

BELLINGER HILL PROPERTIES, LLC

By: _____
Name: _____
Title: _____

[Signature page 2 to Special Source Credit Agreement]

EXHIBIT A

PROPERTY

Jasper County Tax Map#: 038-00-08-044

All that certain piece, parcel and tract of land containing Two Hundred Twenty-three and Six Hundred Ninety-six One-thousandths (223.696) acres situate, lying and being in Jasper County, South Carolina, and shown upon a plat thereof entitled "Boundary Survey of a 223.696 Acre Portion of the Lands of Delta Plantation Corporation, Being a Portion of the Union Camp Corp. Pierpont Tract" prepared for James A. Daly and Lake Walker Daly by Thomas & Hutton Engineering, Co. dated September 6, 1995 and recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Plat Book 21 at Page 362. This property consists of 6.667 Acres in Easement (containing a 66 foot wide Access Easement) and 217.029 Acres Non-Easement, and is bounded in general as follows: On the North by property now or formerly of Scott and by property now or formerly of Washington, on the East by lands of others, on the South by property now or formerly of Delta Plantation Corporation; and on the West by South Carolina Highway 92 Right-of-Way. This conveyance specifically includes a one-half (1/2) undivided interest in and to all oil, gas, minerals and other substances, of whatever kind or nature, known or unknown and in whatever combination or association they may be found lying in, or under the property specifically including, without limiting the generality of the foregoing, all oil, gas and minerals and all rights of ownership of the minerals and other substances together with all rights, obligations and interests therein which were conveyed to Delta Plantation Corporation by deed of Union Camp Corporation dated October 2, 1987 and recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Deed Book 92 at Page 255.

This property is conveyed subject to all valid mortgages, reservations, restrictions, easements and rights-of-way of record.

EXHIBIT B

DESCRIPTION OF CLAWBACK

If the Company, fails to meet the Minimum Investment Requirements and/or the Minimum Jobs Requirement, a repayment of the Infrastructure Credits received to that date shall be due, such amount to be calculated as described below, and thereafter the remaining Infrastructure Credits shall be adjusted by multiplying the amount of Infrastructure Credit by the Overall Achievement Percentage.

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Minimum Investment Requirement [may not exceed 100%]

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Minimum Jobs Requirement [may not exceed 100%]

For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$5,000,000 had been invested at the Project and 24 jobs had been created by the Certification Date, the Repayment Amount would be as follows:

Jobs Achievement Percentage = 24 / 30 = 80%

Investment Achievement Percentage = \$5,000,000 / \$6,500,000 = 77%

Overall Achievement Percentage = (80% + 77%) / 2 = 78.5%

Claw Back Percentage = 100% - 78.5% = 21.5%

Repayment Amount = \$100,000 x 21.5% = \$21,500

The Company shall pay any amounts described in or calculated pursuant to this Exhibit B within 30 days of receipt of a written statement from the County. If not timely paid by the Company, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit B survives termination of this Fee Agreement. Notwithstanding the foregoing, and for the avoidance of doubt, the County may, in its sole discretion, elect to forego payment of the Repayment Amount or any prospective reduction in Infrastructure Credits pursuant to Section 4.01 and this Exhibit B hereof or extend the Certification Date.

STATE OF SOUTH CAROLINA)	
)	AGREEMENT FOR THE ESTABLISHMENT
COUNTY OF JASPER)	OF MULTI-COUNTY INDUSTRIAL/
)	BUSINESS PARK
COUNTY OF HAMPTON)	

THIS AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK for the establishment of a multi-county industrial/business park to be located within Jasper County and Hampton County is made and entered into as of May 4, 2026, by and between Jasper County, South Carolina (“Jasper County”) and Hampton County, South Carolina (“Hampton County”).

RECITALS

WHEREAS, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. _____, enacted by Jasper County Council on May 4, 2026, and Ordinance No. _____ enacted by Hampton County Council on _____, 2026, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Jasper County a multi-county industrial/business park (the "Park"), to be located upon property more particularly described in Exhibit A (Jasper); and

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

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

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

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

3. Location of the Park.

(A) The Park consists of property that is located in Jasper County and which now or will be owned by project sponsors for the purpose of establishing industrial, distribution and/or commercial facilities, the property being more particularly described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Jasper County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the county council of Jasper County and resolution of the county council of Hampton County. Except as permitted by the Intergovernmental Agreement dated as of November 4, 2021 between Jasper County and the City of Hardeeville, South Carolina ("2021 IGA") if any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

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

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

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

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

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

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

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

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

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

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Jasper County shall be distributed in accordance with an ordinance adopted by Jasper County Council:

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

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

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

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

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

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

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

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

15. Term; Termination. Except as specifically provided in this Section 15, Jasper County and Hampton County agree that this Agreement may not be terminated in its entirety by any party and shall remain in effect for a period equal to the longer of (i) twenty-one (21) years commencing with the effective date of this Agreement or (ii) a period of time of sufficient length to facilitate any special source revenue credits due with respect to Park property. Notwithstanding anything in this Agreement to the contrary, this Agreement may not be terminated to the extent that Jasper County has outstanding contractual commitments to any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property requiring designation of such property as part of a multi-county industrial/business park

pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina and/or Title 4, Chapter 1 of the Code (the "Act"), unless Jasper County shall first (i) obtain the written the consent of such owner, lessee/tenant, or other taxpayer or (ii) designate such parcel as part of another multi-county industrial/business park pursuant to the Act effective immediately upon termination of this Agreement. Additionally, in the event that Jasper County complies with the preceding sentence, Jasper County may unilaterally terminate this Agreement upon providing thirty (30) days' notice to Hampton County and any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property.

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

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

JASPER COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

By: _____
County Council Clerk
Jasper County, South Carolina

HAMPTON COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

By: _____
County Council Clerk
Hampton County, South Carolina

Exhibit A (Jasper)
PARK PROPERTY

Jasper County Tax Map#: 038-00-08-044

All that certain piece, parcel and tract of land containing Two Hundred Twenty-three and Six Hundred Ninety-six One-thousandths (223,696) acres situated, lying and being in Jasper County, South Carolina, and shown upon a plat thereof entitled "Boundary Survey of a 223,696 Acre Portion of the Lands of Delta Plantation Corporation, Being a Portion of the Union Camp Corp. Pierpont Tract" prepared for James A. Daly and Lake Walker Daly by Thomas & Hutten Engineering, Co. dated September 6, 1995 and recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Plat Book 21 at Page 362. This property consists of 6.667 Acres in Easement (containing a 66 foot wide Access Easement) and 217.029 Acres Non-Easement, and is bounded in general as follows: On the North by property now or formerly of Scott and by property now or formerly of Washington; on the East by lands of others; on the South by property now or formerly of Delta Plantation Corporation; and on the West by South Carolina Highway 92 Right-of-Way. This conveyance specifically includes a one-half (1/2) undivided interest in and to all oil, gas, minerals and other substances, of whatever kind or nature, known or unknown and in whatever combination or association they may be found lying in, or under the property specifically including, without limiting the generality of the foregoing, all oil, gas and minerals and all rights of ownership of the minerals and other substances together with all rights, obligations and interests therein which were conveyed to Delta Plantation Corporation by deed of Union Camp Corporation dated October 7, 1987 and recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Deed Book 92 at Page 253.

This property is conveyed subject to all valid mortgages, reservations, restrictions, easements and rights-of-way of record.

AGENDA
ITEM #9H



Jasper County Engineering Services Public Works Department

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

Consideration of approval of M.B. Kahn work authorization for upfit of 112 Weathersbee Street not to exceed \$355,700 and to authorize the County Administrator or his designee to execute all necessary documents related to the project.

Meeting Date:	May 15, 2026
Item Number:	9 H
Subject:	Consideration of approval of M.B. Kahn work authorization for upfit of 112 Weathersbee Street not to exceed \$355,700 and to authorize the County Administrator or his designee to execute all necessary documents related to the project.
Recommendation:	Council approve M.B. Kahn work authorization for upfit of 112 Weathersbee Street not to exceed \$355,700 and to authorize the County Administrator or his designee to execute all necessary documents related to the project.

Description:

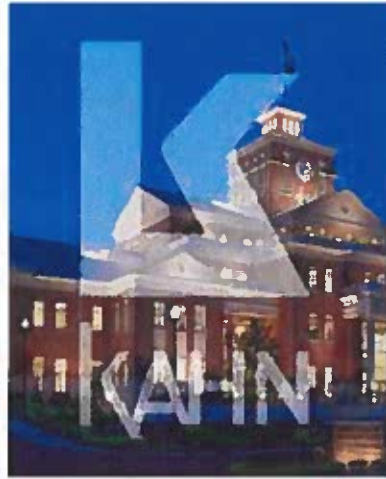
Council approved at its April 6, 2026 meeting, renovating 112 Weathersbee Street and upfitting it for the Assessor Office with an overall budget of \$500,000 and authorized staff to engage MBKahn to prepare a Guaranteed Maximum Price Proposal for the upfit project for Council approval. MBKahn has submitted a proposal to complete the upfit for \$355,686 which includes a 5% contingency (\$16,233). The upfit is just over \$108 per square foot. The Assessor's Office has been involved in scoping the upfit work and the proposal and are supportive of the project.

Recommendation:

Council approve M.B. Kahn work authorization for upfit of 112 Weathersbee Street not to exceed \$355,700 and to authorize the County Administrator or his designee to execute all necessary documents related to the project.

Attachments:

MBKahn Proposal



112 Weathersbee St Assessor's Office

June 3, 2026



M. B. Kahn Construction, LLC

Our projects range from
\$1M - \$250M in value.

Markets We Serve

Arts



K-12 Education



Healthcare



Hospitality



Industrial



Interiors



Multi-family



Public / Civic



Religious



Waterworks



Table of Contents

1. Estimate Summary
2. Estimate Detail
3. Qualifications
4. Casework Layout
5. Construction Schedule
6. Back Cover

M. B. Kahn Construction, LLC



M. B. Kahn
Construction

112 Weathersbee Assessor's Office
Ridgeland, SC

Estimate Summary

June 3, 2026

Description	TOTAL	
	Amount	Cost/SF
01 000 - General Requirements	\$ 24,405	\$ 7.42
02 410 - Demolition	\$ 20,300	\$ 6.17
03 300 - Building Concrete	\$ 15,000	\$ 4.56
06 400 - Millwork	\$ 28,201	\$ 8.57
08 100 - Doors, Frames, & Hardware	\$ 4,341	\$ 1.32
08 500 - Windows	\$ 23,275	\$ 7.07
09 210 - Drywall & Framing	\$ 29,143	\$ 8.86
09 600 - Flooring	\$ 32,400	\$ 9.85
09 900 - Painting	\$ 9,899	\$ 3.01
22 000 - Plumbing	\$ 12,500	\$ 3.80
26 000 - Electrical	\$ 4,240	\$ 1.29
Construction Cost Subtotal	\$ 203,704	\$ 61.92
General Conditions (Supervision)	\$ 70,044	\$ 21.29
Town of Ridgeland Business Lic. Fee	\$ 2,500	\$ 0.76
Town of Ridgeland Permit & Review Fee	\$ 5,191	\$ 1.58
Technology Fee	\$ 324	\$ 0.10
Subtotal	\$ 281,763	\$ 85.64
General Liability Insurance	\$ 3,731	\$ 1.13
SDP Program	\$ 2,105	\$ 0.64
Builder's Risk Insurance	\$ 811	\$ 0.25
Subtotal	\$ 288,410	\$ 87.66
Construction Contingency	\$ 14,421	\$ 4.38
Contractor's Fee	\$ 21,631	\$ 6.57
GMP TOTAL:	\$ 324,462	\$ 98.62
Preconstruction Cost of Work	\$ 7,500	
Preconstruction Fee	\$ 7,500	
Owner's Contingency (5%)	\$ 16,223	
TOTAL PROJECT COST	\$ 355,686	\$ 108.11



Standard Estimate Report
112 Weathersbee Assessor's Office
GMP Estimate

Project

Int Renovation

Report format

Sorted by 'Group phase/Phase'
'Detail' summary
Paginate



M. B. Kahn
Construction

Standard Estimate Report
112 Weathersbee Assessor's Office
GMP Estimate

Item	Description	Takeoff Qty	Total Amount
01-00-00 GENERAL CONDITIONS			
01-10-05	GENERAL CONDITIONS		
04	General Conditions	7.00 wk	51,533
	GENERAL CONDITIONS		51,533
	280.00 Labor hours		
	280.00 Equipment hours		
01-11-05	GENERAL REQUIREMENTS		
---	General Requirements	7.00 wk	20,700
	GENERAL REQUIREMENTS		20,700
	280.00 Labor hours		
	280.00 Equipment hours		
	GENERAL CONDITIONS		72,233
	560.00 Labor hours		
	560.00 Equipment hours		
02-00-00 EXISTING CONDITIONS			
02-41-13	SITE DEMOLITION		
001	Demolition Sub	1.00 ls	15,500
001	Demo Walls	679.00 sf	
001	Demo Doors	3.00 ea	
001	Demo Ceilings	640.00 sf	
001	Patch Concrete Floor	8.00 lf	
001	Demo cleanup	3,290.00 sf	
001	Demo Plumbing Fixtures	3.00 ea	
001	Demo Floor Drains	7.00 ea	
001	Demo Casework	102.00 lf	
	SITE DEMOLITION		15,500
02-41-19	SELECTIVE STRUCTURE DEMOLITION		
15	Demo Flooring	3,290.00 sf	4,800
15	Floor Prep	24.00 ea	
	SELECTIVE STRUCTURE DEMOLITION		4,800
	EXISTING CONDITIONS		20,300
03-00-00 CONCRETE			
03-35-05	CONCRETE FINISHING		
15	Patch Concrete Floor	8.00 lf	15,000
	CONCRETE FINISHING		15,000
	0.312 Labor hours		

GMP Estimate



Item	Description	Takeoff Qty		Total Amount
CONCRETE				15,000
	0.312 Labor hours			
06-00-00 WOOD & PLASTICS				
06-22-13 MILLWORK				
60	Teller Window Countertop 70"	2.00	ea	5,316
60	Teller Window Countertop 48"	1.00	ea	871
	MILLWORK			6,187
	0.215 Labor hours			
06-41-05 ARCH. WOOD CASEWORK				
04	Turnkey Casework	50.00	lf	22,014
	ARCH. WOOD CASEWORK			22,014
WOOD & PLASTICS				28,201
	0.215 Labor hours			
08-00-00 OPENINGS				
08-11-13 HOLLOW METAL DOORS & FRAMES				
05	Hollow Metal Door Frame	1.00	ea	255
15	Door Hardware Bid	1.00	ea	1,600
n	55 Door Install	1.00	ea	451
	HOLLOW METAL DOORS & FRAMES			2,306
08-14-05 WOOD DOORS				
10	Dutch Door	1.00	ea	2,035
	WOOD DOORS			2,035
	1.50 Labor hours			
08-41-05 ENTRANCES & STOREFRONTS				
10	Glazing Sub	1.00	ls	23,275
10	Interior Storefront & Door	48.00	sf	
10	Glass Door hardware	1.00	ea	
10	Teller Windows (48" x 48")	1.00	ea	
10	Teller Windows (70" x 48")	2.00	ea	
	ENTRANCES & STOREFRONTS			23,275
OPENINGS				27,616
	1.50 Labor hours			
09-00-00 FINISHES				
09-21-16 GYPSUM BOARD ASSEMBLIES				
05	Drywall Partitions	679.00	sf	7,143
05	Point and Patch Wall Allowance	275.00	sf	6,000
05	Patching wall Coordination	308.00	sf	11,000



M. B. Kahn
Construction

Standard Estimate Report
112 Weathersbee Assessor's Office
GMP Estimate

Item	Description	Takeoff Qty		Total Amount
	GYPSUM BOARD ASSEMBLIES			24,143
09-51-05	ACOUSTIC CEILINGS			
10	Acoustic Ceiling Patch	640.00	sf	5,000
	ACOUSTIC CEILINGS			5,000
09-66-19	RESILIENT TILE FLOORING			
20	LVT Flooring Sub /sf	3,290.00	sf	19,800
20	Floor Leveling Bags	25.00	ea	4,800
20	Cover Base	510.00	lf	4,200
	RESILIENT TILE FLOORING			28,800
09-91-05	PAINTING			
05	Interior Wall Painting	5,091.00	sf	8,569
280	Paint Door Frames	14.00	ea	1,330
	PAINTING			9,899
	14.00 Labor hours			
09-97-23	CONCRETE & MASONRY COATINGS			
25	Seal Conc. Floors	497.00	sf	3,600
	CONCRETE & MASONRY COATINGS			3,600
	FINISHES			71,442
	14.00 Labor hours			
22-00-00	PLUMBING			
22-33-05	ELECTRIC WATER HEATERS			
55	Plumbing Sub	1.00	ls	12,500
55	100 gal Elec. Water Heater	2.00	ea	
	ELECTRIC WATER HEATERS			12,500
22-42-05	COMMERCIAL PLUMBING FIXTURES			
05	Capping and Recessing plumbing	10.00	ea	
	PLUMBING			12,500
23-00-00	HVAC			
23-21-05	HYDRONIC PIPING & PUMPS			
10	Thermostat Relocation	1.00	ea	
	HVAC			0
26-00-00	ELECTRICAL			
26-05-05	ELECTRICAL			
05	Electrical & Lighting	3,290.00	sf	4,240



M. B. Kahn
Construction

Standard Estimate Report
112 Weathersbee Assessor's Office
GMP Estimate

Item	Description	Takeoff Qty	Total Amount
26-05-05	ELECTRICAL		
	05 Relocating power to office area	3,290.00 sf	
	05 Relocating Fire alarm	1.00 ea	
	ELECTRICAL		4,240
	ELECTRICAL		4,240



Standard Estimate Report
 112 Weathersbee Assessor's Office
 GMP Estimate

Estimate Totals

Description	Amount	Totals	Rate	Percent of Total
Labor	37,390			11.52%
Material	10,043			3.10%
Subcontract	175,409			54.06%
Equipment	2,997			0.92%
Other	25,693			7.92%
	251,532	251,532		77.52% 77.52%
Sales Tax	904		9.000 %	0.28%
Taxes & Ins On Labor	21,312		57.000 %	6.57%
Town of Ridgeland Bus. Lic. Fee	2,500			0.77%
Town of Ridgeland Permit & Review Fee	5,191		1.600 %	1.60%
Project Management Software	324		0.100 %	0.10%
	30,231	281,763		9.32% 86.84%
Subcontractor Bonds	2,105		1.200 %	0.65%
General Liability	3,731		1.150 %	1.15%
Builders Risk	811		0.250 %	0.25%
	6,647	288,410		2.05% 88.89%
Contingency	14,421		5.000 %	4.44%
Fee	21,631		7.500 %	6.67%
	36,052	324,462		11.11% #####
Total		324,462		



M. B. Kahn
Construction

112 Weathersbee Assessor's Office Interior Renovation Ridgeland, SC Scope of Work

June 3, 2026

General

- A. Estimate dated May 27, 2026, is based on an As-Built drawing, a Finish Plan, and Addendum 1 dated 05.18.2026 and the following scope of work.
- B. General Conditions and General Requirements are based on a 7-week schedule duration. Schedule, along with general conditions and general requirements will be adjusted accordingly based on final construction documents, material lead times, and construction turnover requirements.
- C. All work has been figured to be completed during normal business hours.
- D. Building permit is included.
- E. Town of Ridgeland Business License fee, permit and review fees are included.
- F. General liability and builder's risk insurances are included.
- G. The estimate does not account for unknown conditions or unforeseen scope that may arise during construction. Any such conditions discovered in the field will need to be assessed separately and may result in additional costs.

Division 2 – Demolition

- A. Demolition of existing walls, flooring, millwork, ACT and lighting reconfiguration is included.

Division 3 – Building Concrete

- A. Patching of concrete floors after plumbing demolition is included.

Division 6 – Woods and Plastics

Rough Carpentry

- B. In-wall blocking for casework is included.

Architectural Millwork

- A. Workstation casework includes plastic laminate base cabinets with a solid surface countertop and a 4" backsplash. Please refer to trade partner preliminary shop drawing A1 for further detail.
- B. Two (2) Teller windows in the waiting room include plastic laminate base with a solid surface countertops.
- C. Record storage casework in storage room is not included.

Division 8 – Openings

Doors, Frames, and Hardware

- A. One (1) Wood Dutch door is included in the waiting room.
- B. Room 16 Doorframe, door, and hardware removed and salvaged from demolition will be reused at room 04 where the new water heater is located.

Glass and Glazing

- A. Two (2) Clear tempered glass 70" x 48" teller windows are included.
- B. One (1) Clear tempered glass 48" x 48" teller window in room 16 is included. Please refer to trade partner preliminary shop drawing 1.01 & 1.02 for base design.
- C. A Kawneer Trifab 450 glass partition with a Kawneer 500 Wide Stile Door w/ 10" Bottom Rail glass door and hardware is included in room 16. Please refer to trade partner preliminary sketch Figure A3.

Division 9 – Finishes

Drywall and Framing

- A. Drywall partitions (up to the soffit of the ceiling) are included.
- B. Drywall point and patch after drywall demolition is included.

Acoustical Ceilings

- A. Patching of acoustical ceiling tile and grid where drywall was demolished is included.

Flooring

- A. Floor preparation for new flooring is included.
- B. Luxury vinyl tile (LVT) is included in all locations except for rooms 5, 9, and storage room. Room numbers 5 & 9 will remain.
- C. Sealed concrete at storage room is included.
- D. Rubber base is included throughout.

Painting

- A. Painting of gypsum board partitions is included.

Division 22 – Plumbing

- A. Plumbing includes replacement of existing water heater with one (1) 100 gallon electric water heaters.
- B. Removal and capping of restroom sink, toilet, and floor drains are included.

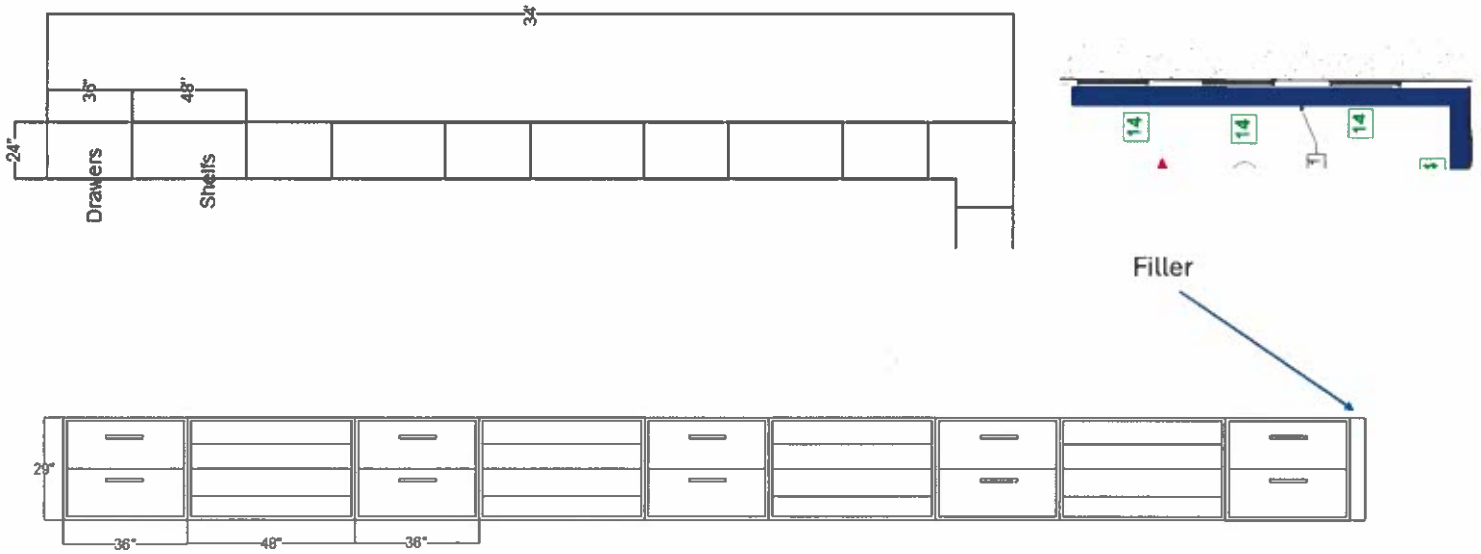
Division 23 – Mechanical

- A. HVAC includes relocating one (1) thermostat and one (1) fire alarm is included.
- B. Rectangle duct work in ceilings will be left as is.
- C. Fire or smoke dampers are not included.

Division 26 – Electrical

- A. Demolish existing electrical receptacles and switch devices in drywall partitions to be removed.
- B. Remove lighting in areas where ceilings are being removed and left exposed.
- C. Replace light fixtures with all new fixtures and update switching per new layout.
- D. No new fire alarm devices are included in the budget.
- E. Low voltage wiring and equipment are not included.
- F. AV cabling and equipment are not included.

Preliminary Casework layout
Figure A2 (pages 1-4)



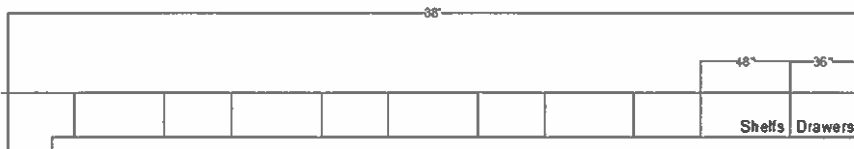
Jaspers County Assessors

Rep: David Chriscoe
Date: 5/18/26
Drawn By: CPB
Revisions:

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Sheet
1 of 4



Filler



Jaspers County Assessors

Rep: David Chriscoe

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Drawn By: CPB

Revisions:

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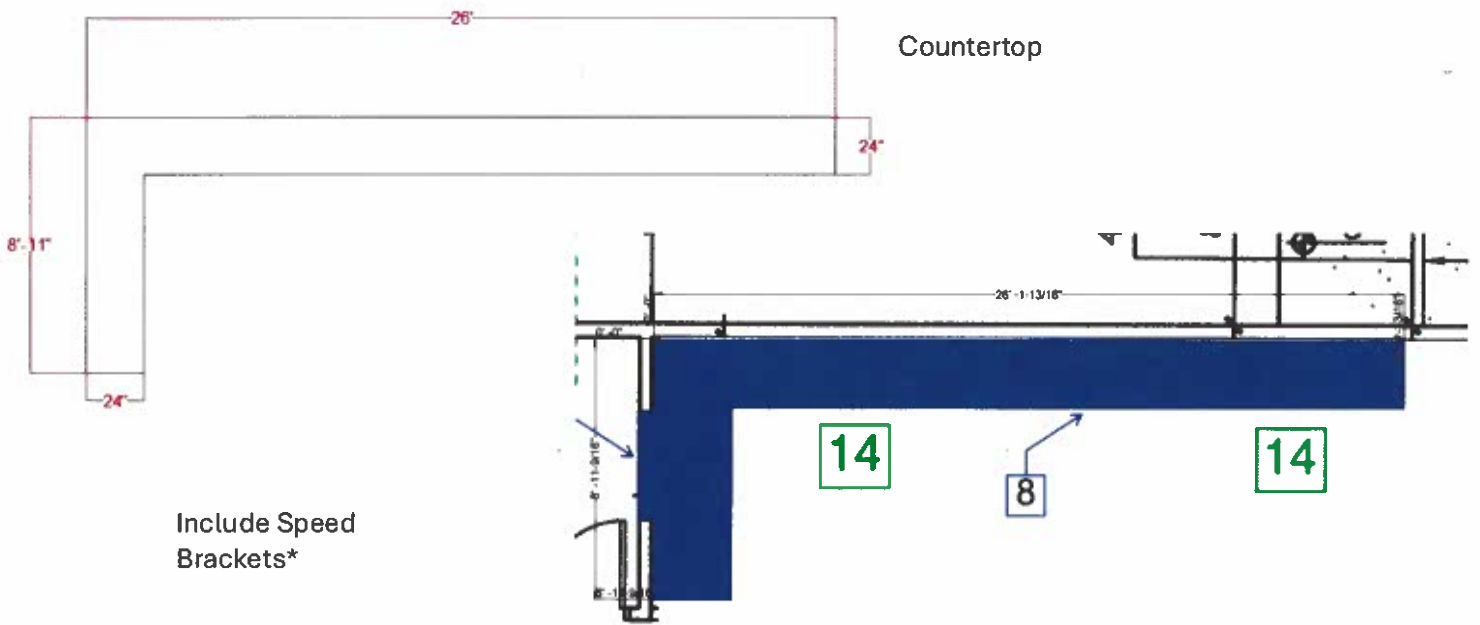
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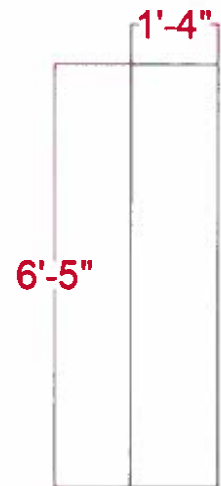
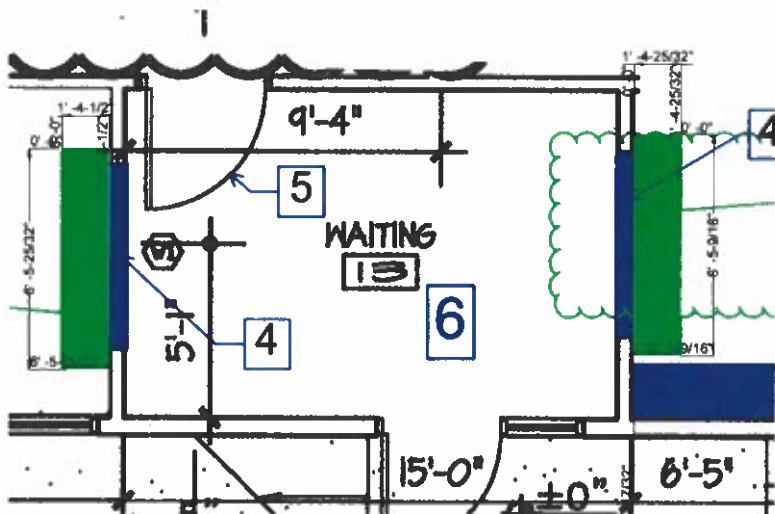
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Include Speed Brackets*

Jaspers County Assessors

Rep: David Chriscoe
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 Revisions:

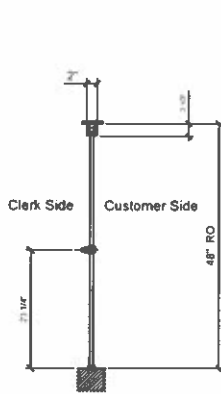
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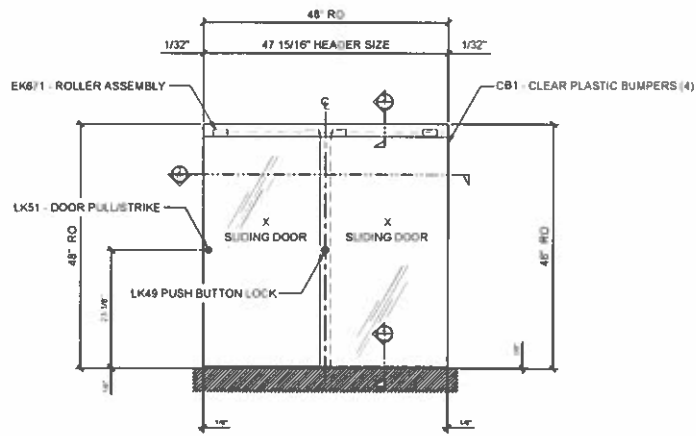
Sheet
 4 of 4



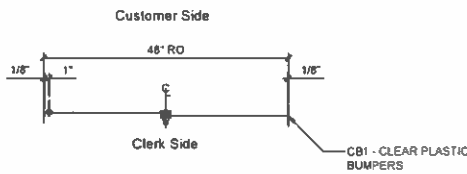
CRL TRANSACTION WINDOWS
SHARYN FRAMELESS PASS-THRU WINDOWS



③ SECTION
SECTION NAME 1:1=1/2"



② ELEVATION (VIEW FROM CLERK SIDE)
SECTION NAME 1:1=1/2"

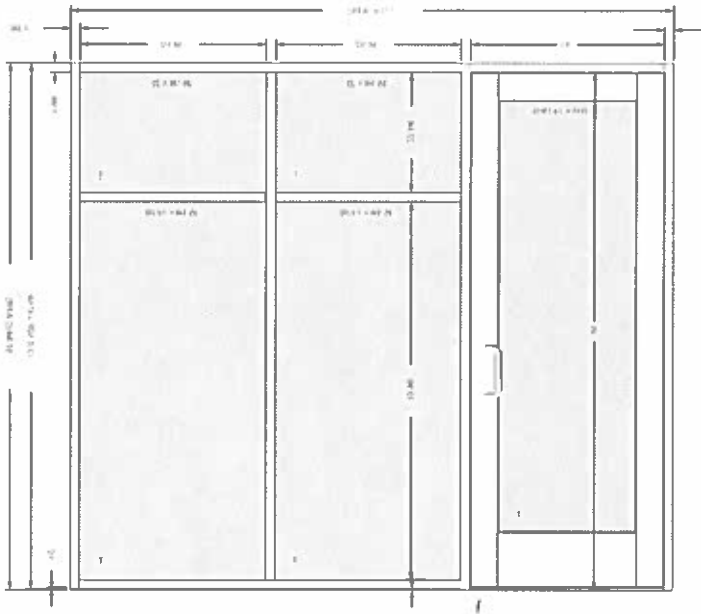


① PLAN
SECTION NAME 1:1=1/2"

① TYPICAL CRL SHARYN FRAMELESS PASS-THRU WINDOW SH4848XX
SECTION NAME 1:1=1/2"

CRL FRAMELESS CO. WINDOW PRODUCTS <small>10000 W. 100th St., Suite 100, Overland Park, KS 66213</small>	
Description: CRL TRANSACTION WINDOW SHARYN FRAMELESS PASS-THRU WINDOWS WITH 1/4" TEMPERED GLASS	
Drawn By: BJA	Date: 11/29/18
Checked:	All needed
Title:	1:1=1/2" SHARYN FRAMELESS PASS-THRU WINDOW
Sheet	
1.02	

Room 16 Figure A3



Door Hardware

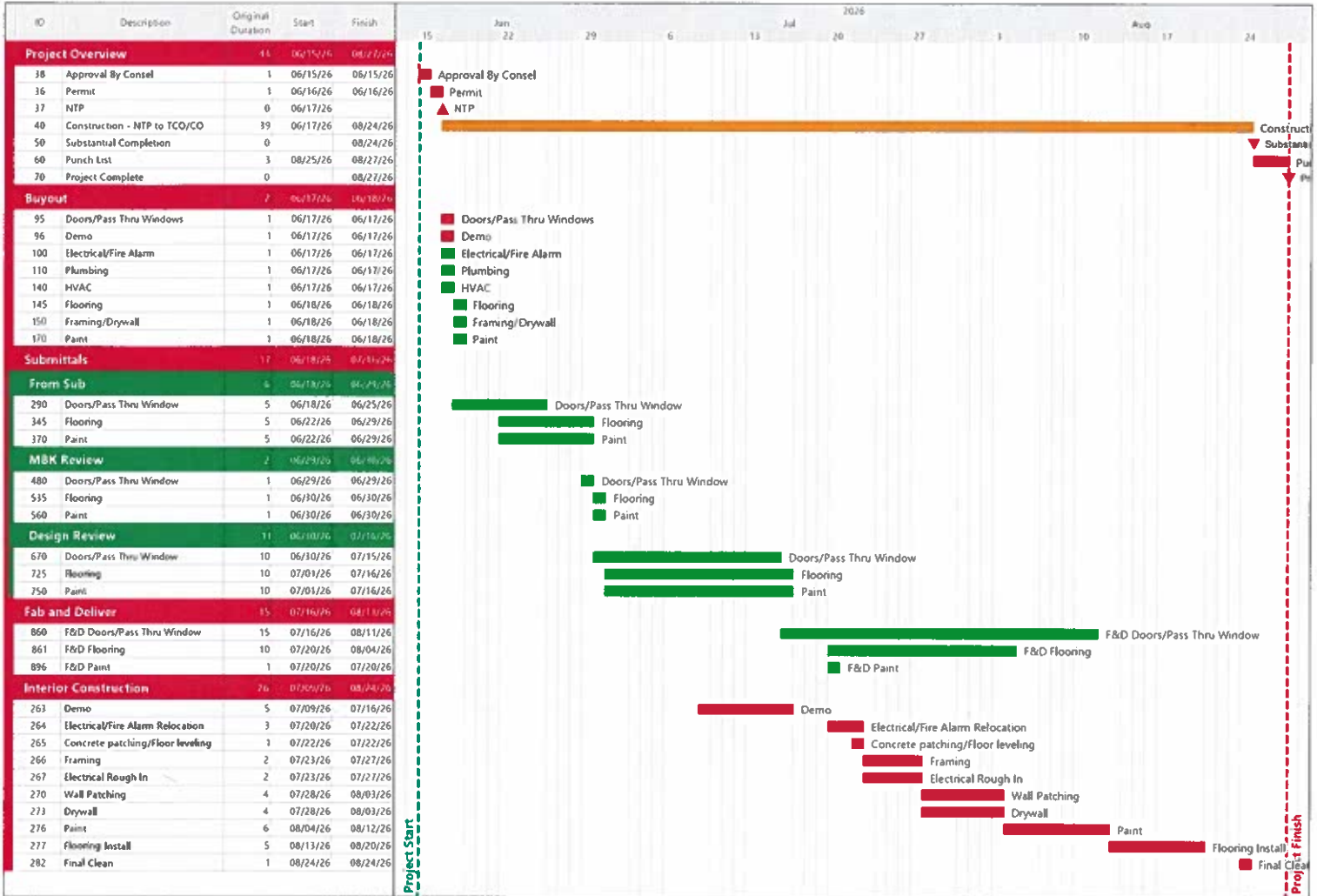
Locking: Corbin Russwin LWA 626 Office Mortise Lock in Satin Chrome



Hinge: 4-1/2" NRP Butt Hinges (1 intermediate) in clear anodized finish

Closer: Norton 1601 w/ no hold open in std finish

Notes: No electrification is included



Start Date 06/15/26
 Finish Date 08/27/26
 Ridgeland Tax Assessor Office Reno.ppx

Tax Assessor Office Reno - Ridgeland, SC





Let's Build **Together.**

Guy Westhoff

Cost Estimator

gwesthoff@mbkahn.com

423.883.7016 (cell)

Matt Ventimiglia

V.P. of Preconstruction

mventimiglia@mbkahn.com

704.778.7156 (cell)

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AGENDA

ITEM #10

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*

James "Jim" Iwanicki, P.E.
Interim County Administrator

jiwanicki@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

JUNE 15, 2026 - COUNCIL MEETING

ADMINISTRATOR'S REPORT

1. Calendar Year 2026 Special Called Meetings and Workshops:

Updated spreadsheet follows this report.

2. The Parks and Recreation staff are planning on commissioning a mural from the Jasper County Arts Council at the Tillman Wagon Branch Community Center. As this project moves forward a community meeting will be held to seek input on the mural theme.
3. Hardeeville requested a letter of support to include Census Tract 950302 as an eligible Census Tract in Opportunity Zone 2.0. They needed a letter of support prior to our June 15, 2026 meeting so I submitted the attached letter of support.
4. The County Transportation Committee approved \$300,000 in funding to purchase maintenance gravel for county roads.

PROGRESS REPORT

May 27, 2026 – June 8, 2026

1. Discussed Greenbelt program and the Chelsea project with Ms. Schaefer, Lowcountry Land Trust, Mr. Larson, and Chairperson Rowell on May 28.
2. Met with Ms. Burgess on budget May 28.
3. Attended the May 29 Jasper County Sales Tax Advisory Committee Meeting. The committee was updated on road and greenbelt projects. The next meeting will be on July 31, 2026 at 10AM in Hardeeville.
4. Met with Ms. Holt, Sheriff Malphrus and his staff to update each other on operations, budget, jail, animal shelter, vehicle needs, building needs and other issues on May 29.

Page 1 of 2

Any miscellaneous correspondence, agendas, and minutes follow this report.

5. Met with Ms. Burgess on budget May 29.
6. Attended a Levy Community Meeting to discuss possible contract with Hardeeville for fire and EMS service contract on May 29.
7. Attended a virtual meeting on funding of Exit 3 and the spine roads with Hardeeville, SCDOT, State Infrastructure Bank and the developer on June 1.
8. Met with Ms. Burgess on budget June 1.
9. Held a staff meeting with all administrator's direct reports on June 2.
10. Met with Ms. Burgess and Ms. Holt on budget June 2.
11. Discussed the upfit of 112 Weathersbee Building with MBKahn on June 2
12. Met with Ms. Waite to discuss the 112 Weathersbee Building upfit on June 3.
13. Met with Ms. Burgess on budget June 3.
14. Attended a Levy Community Meeting to discuss possible contract with Hardeeville for fire and EMS service contract on June 3.
15. Met with Ms. Burgess and Ms. Holt on budget June 4.
16. Attended and signed paperwork for a hanger lease closing at the Airport on June 4.
17. Met with Councilperson VanGeison to discuss Animal Shelter.
18. Attended the June 5 LATS meeting. Sat in for Chairperson Rowell as Jasper County's voting member. Also gave the group an update on our Transportation Sales Tax Program. Next meeting will be Aug 7.
19. Met with Ms. Burgess and Ms. Holt on budget June 5.
20. Met with Ms. Burgess on budget June 8.
21. Attended County Transportation Committee meeting on June 8. Secured \$300,000 in funding for road gravel to maintain and upgrade county roads.

County Council
2026 Workshops

Topic	Type of Meeting	With Council Meeting or Stand Alone	Day	Date	Time	Venue
1 Jasper Tellfair Development	workshop	w/ council meeting	Monday	1/5/2026	5:30pm	Council Chambers
2 Transfer of Custody - Detention Center	special meeting	stand alone	Monday	1/14/2026	4:00pm	Virtual
3 Jasper County Greenbelt Program	workshop	w/ council meeting	Monday	1/20/2026	5:00pm	Council Chambers
4 Business Items and Financial Retreat	special meeting	stand alone	Monday	1/26/2026	9:30pm	Council Chambers
5 Personnel Matters & AUP	executive session	stand alone	Monday	2/5/2026	2:00pm	Council Chambers
6 Intergovernmental Agreements	executive session	stand alone	Monday	2/9/2026	5:00pm	Hardeeville City Hall
7 Euhaw Overlay District	workshop	stand alone	Monday	3/23/2026	1:00pm	Council Chambers
8 Budget Workshop - Board of Elections	workshop	w/ council meeting	Monday	4/6/2026	4:00pm	Council Chambers
9 Shared Services Town of Ridgeland	executive session	stand alone	Wednesday	4/15/2026	4:00pm	Town of Ridgeland
10 Jasper Tellfair PDD and Development Agreement	workshop	w/ council meeting	Monday	4/20/2026	4:00pm	Council Chambers
11 Shared Fire and EMS Services Hardeeville	special meeting	stand alone	Wednesday	5/5/2026	10:00am	Hardeeville City Hall
12 Budget Workshop - Clerk of Court & General Info	workshop	w/ council meeting	Monday	5/18/2026	4:00pm	Council Chambers
13 Shared Hardeeville Services & Budget Workshop	special meeting	stand alone	Wednesday	5/27/2026	10:00am	Council Chambers
14 School System Budget Workshop & Budget Workshop	workshop	w/ council meeting	Monday	6/1/2026	4:00pm	Hardeeville City Hall
15 Budget Workshop	workshop	stand alone	Wednesday	6/10/2026	3:00pm	Council Chambers
16 Budget Workshop	workshop	w/ council meeting	Monday	6/15/2026	4:00pm	Council Chambers
17 Joint Meeting re: Economical Development	workshop	TBA	TBA	TBA	TBA	TBA



Completed
Stand alone workshops
To be determined (TBD) stand alone workshops
Workshops prior to council meetings
Stand alone budget workshops

Budget Adoption Schedule
First Reading
Public Hearing and Second Reading
Third and final Reading
5/18/2025



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*

James "Jim" Iwanicki
Interim County Administrator
jiwanicki@jaspercountysc.gov

Tisha L. Williams
Executive Assistant
tlwilliams@jaspercountysc.gov

June 3, 2026

The Honorable Henry Dargan McMaster, Governor
South Carolina Department of Commerce
Members of the South Carolina Congressional Delegation

Re: Urgent Support for the Inclusion of Census Tract 950302 in South Carolina's Opportunity Zone 2.0 Nominations

Dear Governor McMaster, Secretary of Commerce, and Members of the South Carolina Congressional Delegation:

On behalf of the Jasper County Council and county leadership, we respectfully write to express our strong support for the continued inclusion of Census Tract 950302 in South Carolina's Opportunity Zone 2.0 nominations.

Census Tract 950302 stands as a clear example of the transformative impact the Opportunity Zone program can have on a community. Over the past several years, the designation has helped attract significant private investment, stimulate economic growth, and strengthen one of South Carolina's most strategically important commercial corridors. Removing this tract from Opportunity Zone eligibility could undermine that momentum, diminish investor confidence, and jeopardize future economic development opportunities in southern Jasper County.

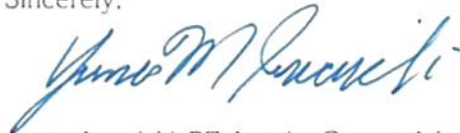
The tract's location adjacent to Interstate 95 and in close proximity to the rapidly expanding Port of Savannah has positioned it as a premier destination for industrial, manufacturing, and logistics investment. The Opportunity Zone designation has been instrumental in supporting major development projects, including the continued expansion of Hardeeville Commerce Park, RiverPort Commerce Park, and the South Carolina Department of Commerce's SC Ready sites, SALT (South Atlantic Logistics Terminal) and Clarius Park. The designation has also enhanced recruitment efforts for key development opportunities, including the Sherwood Tract and other strategic sites throughout the region. Furthermore, the ongoing development surrounding Exit 3 will only increase the importance of maintaining a strong economic development focus in southern Jasper County.

Beyond its economic significance, Census Tract 950302 represents an opportunity to continue addressing longstanding challenges in historically underserved communities. The tract encompasses portions of the historic City of Hardeeville, the Levy community, and surrounding neighborhoods that have experienced persistent disparities in employment opportunities, access to essential services, educational attainment, healthcare availability, and private investment. Continued Opportunity Zone designation will help ensure that economic growth translates into meaningful opportunities and improved quality of life for the residents who have long called these communities home.

For these reasons, we respectfully urge Governor Henry McMaster, the South Carolina Department of Commerce, and our congressional delegation to support the inclusion and selection of Census Tract 950302 in the Opportunity Zone 2.0 program. Maintaining this designation will help sustain the region's economic momentum, encourage continued private-sector investment, and advance South Carolina's broader economic development goals.

We appreciate your leadership and consideration of this request and stand ready to provide any additional information that may be helpful in support of this nomination.

Sincerely,

A handwritten signature in blue ink, reading "James M. Iwanicki". The signature is written in a cursive, flowing style.

James Iwanicki, PE, Interim County Administrator

AGENDA

ITEM #11

Councilmember Comments