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This meeting will be held at the **Jasper County Council Chambers**, which is located at 358 Third Street, Ridgeland, SC. 29936

Citizens may sign up to speak in person at the Council Meeting before the regular meeting starts on the Public Comments Sign-in Sheet outside the Council Chambers Doors to address County Services and Operations. Presentations are limited to 3 minutes per person, and total input is limited to 30 minutes. Written comments must be submitted by 1 PM on the meeting date by emailing comments@jaspercountysc.gov (Ordinance #08-17)

To participate in a **Public Hearing for a specific agenda item**, email written public comments to comments@jaspercountysc.gov by 1:00 PM on Monday, May 18, 2026, or sign in on the colored Public Hearing Sign-in Sheet on the chair in the back of the Council Chambers before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

Agenda support (e-packet) can be found at:

<https://www.jaspercountysc.gov/government/council/county-council-agendas-e-packets-and-minutes/>

For more information, call 843-717-3696. Instructions may also be found at the Jasper County website www.jaspercountysc.gov



JASPER COUNTY COUNCIL COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Building
358 Third Ave., Ridgeland, SC. 29936
Monday, May 18, 2026

AGENDA

4:00 PM: Budget Workshop

- Clerk of Court
- General Budget Overview by Kimberly Burgess

5:00 PM: Council Executive Session

➤ *Please silence your phones during the Meeting.*

1. Call the Council Meeting to Order by Chairman Rowell

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

2. Pledge of Allegiance and Invocation:

3. Approval of the Agenda:

4. Approval of the Consent Agenda:

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

CONSENT AGENDA ITEMS:

A) Approval of the Minutes 11.17.2025.

This is the end of the Consent Agenda Items.

5. Executive Session SECTION 30-4-70.

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

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – (1) **Interim County Administrator**

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice, where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – (1) [Tax Map #091-00-01-029](#); (2) [C310 Right of Way](#); (3) [Heather Rath – Consulting](#)

Any Executive Session Matter on Which Discussion Has Not Been Completed May Have Discussion Suspended for the Purpose of Beginning the Open Session at Its Scheduled Time, And Council May Return to Executive Session Discussion After the Conclusion of The Open Session Agenda Items.

Note: Please Be Advised, There May Be Votes Based on Items from the Executive Session.

6:00 PM: Regular Session

• Come out of Executive Session:

• Return to Open Session:

➤ 5.1. Council Action to be taken on items as discussed in Executive Session

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

6. PROCLAMATIONS: NONE

7. CITIZEN COMMENTS:

Open Floor to the Public per Ordinance Number #08-17. Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's 6:00 PM start time on the Sign-In Sheet on the Podium), to address the Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person, and total public input will be limited to 30 MINUTES.

8. RESOLUTIONS

A) [Eric Larson](#) – Consideration of Resolution [#R-2026-27](#) of Jasper County, SC. to Adopt a Vision and Mission Statement for the Ridgeland - Claude Dean Airport.

B) [James Iwanicki](#) – Consideration of Resolution [#R-2026-28](#) of Jasper County, SC. Approving an Intergovernmental Agreement with the South Carolina Department of Transportation for the Jasper County Sales Tax Transportation Program, and Authorizing the County Administrator to Execute the Intergovernmental Agreement on Behalf of the County.

C) [Wanda Giles](#) - Consideration of Resolution [#R-2026-29](#) of Jasper County, SC. Approving Letter from Mr. Amundson Executive Director of the Lowcountry Council of Governments Requesting an Appointment from the Jasper County Council of an LCOG Representative for the At-Large Position.

D) **Eric Larson** - Consideration of Resolution [#R-2026-30](#) of Jasper County, SC. For the Council Appointments of 3 Airport Commission Members to the Jasper County Airport Commission.

E) **Chief Wells** – Consideration of Resolution [#R-2026-21](#) of Jasper County, SC. Authorizing the Purchase of Real Property; and other matters related thereto. (Coosawhatchie Fire Station) *(This item was tabled at the 04.20.2026 meeting)*

9. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

A) **Kimberly Burgess** – Consideration of approval of the **1st Reading** of the FY2026/FY2027 Jasper County Budget. An Ordinance to provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1st, 2026 and ending June 30th 2027 and to make appropriations for said purposes; to adopt and approve the Jasper County capital and operations budget for fiscal year 2026-2027, to adopt and approve the Jasper County School District capital and operations budget for fiscal year 2026–2027; to provide for the levy of taxation for fiscal year 2026–2027; to limit the disbursements by the county treasurer to those appropriated by law; to provide that expenditures not exceed appropriations; to authorize tax anticipation notes; to make authorization of certain transfers; to provide for additional appropriations and borrowing; to codify Jasper County rates and fees; to provide for lapsing funds and continuing appropriations for subsequent years; to require certain agencies and departments to file accountings; to require the treasurer to sign general fund checks; to provide special rules for travel and training disbursements; to provide for travel reimbursements; to provide compliance with act no. 317 of 1990; to provide certain benefits to council members; to provide for county commission and committee stipends; to provide for jury mileage; to adopt property values; and to provide for the effective date of this ordinance, and matters related thereto.

B) **Lisa Wagner** - Consideration of the **3rd Reading of Ordinance [#O-2026-09](#)** to Adopt Planned Development District Zoning For Three Tracts Of Land Consisting Of Approximately 30 Acres, Bearing Jasper County Tax Map Numbers 037-00-02-014, 037-00-02-017, And 037-00-02-018, Located Along Speedway Boulevard (Highway 17), At The Southeast Intersection Of South Okatie Highway (Highway 315) And Known As Jasper Telfair PDD.

(1st Reading Held October 21, 2024, Public Hearing Held November 4, 2024; 2nd Reading 03.16.2026)
This is the rezoning for the PDD for Jasper Telfair.

C) **Lisa Wagner** – Consideration of the **3rd Reading** for Ordinance [#O-2026-08](#) Approving a Development Agreement for the Jasper Telfair Tract Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code of Ordinances of Jasper County, and Authorizing the Chairman of Jasper County Council to Execute Said Development Agreement, and Matters Related Thereto. (Jasper Telfair) *(1st Reading Held October 21, 2024, 1st Public Hearing Held November 4, 2024, 2nd Public Hearing December 2, 2024; 2nd Reading 03.16.2026; 3rd Reading 05.18.2026)*

D) **Jim Iwanicki** – Consideration of awarding bid IVTB #2026-12 to Reaction Distributing Inc., Ajax Ontario Canada for two 39-yard self-contained packers at a cost of \$48,160.74 and authorize the Administrator to finalize the purchase.

E) **Jim Iwanicki** – Consideration of awarding bid IVTB #2026-9 to Bullseye Equipment and Supply, Moncks Corner, SC for a JLG Model 340 AJ Articulated Boom Lift \$74,566.66 and authorize the Administrator to finalize the purchase.

F) **Chief Wells** - Consideration and Acceptance of Proposal of Fire Hose Testing.

G) **Chief Wells** - Consideration and Acceptance of Proposal for Rock at the Communications Tower.

H) **Chief Wells** - Consideration and Acceptance of Proposal of the Training Classroom at the Jasper County Fire Rescue Training Center.

I) **Jim Iwanicki** - Presentation and Consideration of Approval of Generator Replacement at the Government Building.

10. Administrator’s Report:

11. Councilmember Comments and Discussion

12. Adjournment:

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

AGENDA

WORKSHOP ITEMS

- Clerk of Court
- General Budget Overview by Kimberly Burgess

* *There was no workshop information provided for the agenda e-packet* *

AGENDA
ITEM # 4A



JASPER COUNTY COUNCIL COUNCIL MEETING

City of Hardeeville City Hall
205 Main Street, Hardeeville, SC. 29927

Monday, November 17, 2025

Minutes

Officials Present: Vice Chairman Joey Rowell, Councilman Joseph Arzillo, Councilman Chris VanGeison and Councilman Gene Ceccarelli. Absent: Chairman John Kemp,

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, Kimberly Burgess, Lisa Wagner, James Iwanicki, Chief Russell Wells, and Videographer Jonathan Dunham.

1. Call to Order of the Jasper County Council Meeting by Chairman Kemp

Vice Chairman Rowell called the meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.*

In accordance with the Freedom of Information Act the electronic and print media were notified. During periods of review, discussion and/or presentations minutes are typically condensed and paraphrased. The recorded version is available online at: https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA. Closed captions are also available for all of our County Council videos.

2. Pledge of Allegiance and Invocation:

The Pledge to the Flag was led by the Vice Chairman, and the Invocation was given by Vice Chairman Rowell.

3. Approval of the Consent Agenda:

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

CONSENT AGENDA ITEMS:

Approval of the Minutes of 07.10.2025 and 07.14.2025

Motion to approve the Consent Agenda: Councilman Ceccarelli

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

4. Approval of the Regular Agenda:

Motion to approve the Agenda with the deletion of Item # 16: Councilman Arzillo

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

PRESENTATIONS:

5. **Andrew Fulghum** – Presentation of Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2024.

Mr. Fulghum was present to give the presentation for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2024.

6. **Cate Browne** - NorthPoint Development Update and Infrastructure Needs.

Cate Browne was available to present and discuss the North Point Development Update and infrastructure needs. She provided an update on the regional water system project. She noted that although most of the project was funded, a shortfall remained, and that after securing a Department of Commerce grant, the shortfall still needed to be addressed to complete the system. Council discussed holding a workshop to further evaluate the budget impact of this request.

CHAIRMAN KEMP'S COMMENTS:

Jasper County Council Agency Request: On behalf of Chairman Kemp, Council expressed full support for a letter to the South Carolina Forestry Commission regarding the Buckfield project conservation effort across Hampton, Jasper, and Beaufort counties.

CITIZEN COMMENTS:

7. Open Floor to the Public per Ordinance Number #08-17 Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's 6:00PM start time on the Sign-In Sheet on the Podium), to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes.

Frank Collins of Hardeeville expressed his disappointment with Jasper County's tax rates and the sales tax rate.

RESOLUTIONS

8. Andrew Fulghum – Consideration of Resolution [#R-2025-62](#) A Resolution of Jasper County, South Carolina, approving a settlement agreement in Civil Action No. 2023-CP-27-00445.

Mr. Fulghum was present to review, address and discuss the request for the consideration of the Resolution #R-2025-62 a Resolution of Jasper County, South Carolina, approving a settlement agreement in Civil Action No. 2023-CP-27-00445. He noted that this was a settlement agreement between Jasper County and Cameron L. Heddings and Mr. Berry. He noted that he was requesting approval from the Council to make this settlement agreement.

Motion to approve: Councilman

Second: Councilman

Vote: Unanimous

The motion passed.

9. Andrew Fulghum – Consideration of Resolution #[R-2025-63](#) A Resolution of Jasper County, South Carolina, authorizing the County Administrator to enter into an agreement for legal services related to the Ridgeland Claude Dean Airport.

Mr. Fulghum was present to review, address and discuss the request noting it was for legal services for the consideration of the Resolution #R-2025-63 a Resolution of Jasper County, South Carolina, authorizing the County Administrator to enter into an agreement for legal services related to the Ridgeland Claude Dean Airport.

Motion to approve: Councilman Arzillo

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

10. Andrew Fulghum – Consideration of Resolution #[R-2025-64](#) A Resolution of Jasper County, South Carolina, authorizing the County to retain legal counsel and approving a Representation Agreement for litigation relating to ultra-processed foods, and authorizing the County Administrator to execute and deliver the Agreement on behalf of the County.

Mr. Fulghum was present to review, address and discuss the request for the consideration of the Resolution #R-2025-64 A Resolution of Jasper County, South Carolina, authorizing the County to retain legal counsel and approving a Representation Agreement for litigation relating to ultra-processed foods, and authorizing the County Administrator to execute and deliver the Agreement on behalf of the County.

Motion to approve: Councilman VanGeison

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

11. Jim Iwanicki – Consideration of Resolution #[R-2025-65](#) A Resolution of Jasper County, South Carolina, approving an Intergovernmental Agreement with the City of Hardeeville for improvements to US 278 between Dolnick Road and John Smith Road, and authorizing the County Administrator to execute the Intergovernmental Agreement on behalf of the County.

Mr. Iwanicki was present to review, address and discuss the request for the consideration of the Resolution #R-2025-65 a Resolution of Jasper County, South Carolina, approving an Intergovernmental Agreement with the City of Hardeeville for improvements to US 278 between Dolnick Road and John Smith Road, and authorizing the County Administrator to execute the Intergovernmental Agreement on behalf of the County.

Motion to approve: Councilman Ceccarelli

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

12. Taylor Boykin – PUBLIC HEARING ONLY of Ordinance #O-2025-32 authorizing the execution and delivery of a special source revenue credit agreement by and between Jasper County, South Carolina and Palmetto Plastics Innovations LLC, a company also known as Project Pilgrimage, with respect to certain economic development property in the county, whereby such property will receive certain special source credits; and other matters related thereto. (1st reading 10.20.2025) (Project Pilgrimage)

This item was for Public Hearing Only. The public hearing was opened but there were no comments so the Public Hearing was closed.

13. Lisa Wagner – Public Hearing and Consideration of 2nd Reading of Ordinance [#O-2025-35](#) to amend Article 12:1 of the Jasper County Zoning Ordinance, Off-Street Parking, to add parking requirements for shell buildings and residential uses, update the Off-Street Parking Design Standards diagram; And Other Matters Relating Thereto. (1st Reading 11.03.2025)

Lisa Wagner was present to review, address and discuss the request for the consideration of the 2nd Reading of Ordinance #O-2025-35 to amend Article 12:1 of the Jasper County Zoning Ordinance, Off-Street Parking, to add parking requirements for shell buildings and residential uses, update the Off-Street Parking Design Standards diagram and other matters relating thereto. The public hearing was opened but there were no comments so the Public Hearing was closed.

Motion to approve: Councilman VanGeison Ceccarelli

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

14. Kimberly Burgess – Consideration of the 1st Reading of an Ordinance to Provide for the Issuance and Sale of Not to Exceed \$150,000,000 General Obligation Bonds of Jasper County, South Carolina Pursuant to the Authority and Direction of the Favorable Results of the Referendum Conducted on November 5, 2024; to Prescribe the Purposes for which the Proceeds Shall Be Expended; to provide for the Payment Thereof; and Other Matters Relating Thereto.

Kim Burgess was present to review, address and discuss the request for the consideration of the 1st Reading of an Ordinance to Provide for the Issuance and Sale of Not to Exceed \$150,000,000 General Obligation Bonds of Jasper County, South Carolina Pursuant to the Authority and Direction of the Favorable Results of the Referendum Conducted on November 5, 2024; to Prescribe the Purposes for which the Proceeds Shall Be Expended; to provide for the Payment Thereof; and Other Matters Relating Thereto.

Motion to approve: Councilman Ceccarelli

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

15. Jeanine Bostick – Consideration of a new position titled Voters Registration and Elections IT Systems Coordinator for the Voter Registration Department.

Jeanine Bostick was present to review, address, and discuss the request for the consideration of a new position titled Voters Registration and Elections IT Systems Coordinator for the Voter Registration Department.

Motion to approve: Councilman VanGeison

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

16. Kimberly Burgess – Public Hearing for the Reconsidered Budget Ordinance (Cancelled)

This item was removed from the agenda during the Approval of the Agenda.

17. Kimberly Burgess – Consideration of the 1st Reading of an Ordinance of Jasper County Council to Authorize and Ratify the Imposition of New Fees, and Matters Related Thereto.

Motion to approve: Councilman Arzillo

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

Administrator's Report: Mr. Fulghum reviewed the information from his report that was provided in the agenda e-packet. There were no Action Items requiring a vote from the Council in the Administrator's Report.

Councilmember Comments and Discussion: Councilmember Comments were given but there were no comments that required action.

18. Executive Session SECTION 30-4-70.

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

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or

release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – (1) County Attorney Position; (2) Personnel Reviews

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – (1) Forensic Audit; (2) ADP Software Upgrade

Motion to go into Executive Session: Councilman VanGeison

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

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

19. Return to Open Session:

Motion to return to Open Session: Councilman Ceccarelli

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

20. Council Action to be taken on items as discussed in Executive Session

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

Action coming out of Executive Session: There was no action that came out of the Executive Session.

For more information about this meeting, please visit our YouTube Channel for the video. During meetings and / or workshops, periods of review, discussion, presentation, comments, and other sections, the minutes are typically condensed and paraphrased. The recorded version is available online at our YouTube Channel video at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA. Closed captions are also available for all of our County Council videos. Just click the "CC" button to follow along.

21. Adjournment:

Motion to adjourn: Councilman Arzillo

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed, and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

W.J. Rowell III
Chairman

AGENDA

ITEM # 7

Citizen Comments

AGENDA
ITEM # 8A



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: ewlarson@jaspercountysc.gov

Jasper County Council Staff Report

| | |
|------------------------|---|
| Meeting Date: | May 18, 2026 |
| Agenda Item: | 8.A |
| Project: | Ridgeland Claude Dean Airport Vision and Mission Statement |
| Request: | Adopt the Vision and Mission Statement for the operation of the Ridgeland – Claude Dean Airport |
| Action Needed: | Approve Resolution #R-2026-27 |
| Recommendation: | County Council approve Resolution #R-2026-27 to adopt the Vision and Mission Statement as recommended by Staff and the Airport Commission |

Description:

On May 13, 2026, the Jasper County Airport Commission recommended approval of the following Vision and Mission Statements to guide the County Staff in the operations and future planning of the Ridgeland – Claude Dean Airport.

Vision Statement

Creating a friendly self-sustaining airport that connects the communities of Jasper County, aviation, and private industry in experiencing the wealth and beauty of Jasper County.

Mission Statement

The Jasper County Airport is committed to transforming regional connectivity by delivering safe, modern, and accessible aviation services that foster public-private partnerships, attract investment, and position Jasper County as a thriving gateway to the South Carolina Lowcountry — driving economic development and elevating the airport experience to reflect the growth, ambition, and boundless potential of our community.

Staff Recommendation:

County Council approve Resolution #R-2026-27 to adopt the Vision and Mission Statement as recommended by Staff and the Airport Commission.

Attachment(s): Resolution #R-2026-27

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-27**

**A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA,
APPROVING VISION AND MISSION STATEMENTS TO GUIDE JASPER
COUNTY STAFF IN THE OPERATION AND FUTURE PLANNING OF THE
RIDGELAND-CLAUDE DEAN AIRPORT**

WHEREAS, Jasper County, South Carolina (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”), is organized and governed according to and pursuant to the Constitution and general laws of the State, and has as its governing body the Jasper County Council (the “**County Council**”); and,

WHEREAS, the County is commencing efforts to plan the expansion of the Ridgeland-Claude Dean Airport (the “**Airport**”); and

WHEREAS, the Jasper County Airport Commission (the “**Commission**”) advises County Council regarding aviation matters and has recommended a Vision Statement and Mission Statement for adoption by County Council to guide County staff in the operations and future planning of the Airport; and

WHEREAS, County Council desires to adopt the Vision Statement and Mission Statement as described herein.

NOW, THEREFORE, it is hereby resolved by the Jasper County Council, in meeting duly assembled, that:

1. It is the specific intent of the County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Jasper County Code of Ordinances.
2. County Council approves and adopts the following Vision Statement:

Creating a friendly self-sustaining airport that connects the communities of Jasper County, aviation, and private industry in experiencing the wealth and beauty of Jasper County.

3. County Council approves and adopts the following Mission Statement:

The **Ridgeland – Claude Dean** Airport is committed to transforming regional connectivity by delivering safe, modern, and accessible aviation services that foster public-private partnerships, attract investment, and position Jasper County as a thriving gateway to the South Carolina Lowcountry — driving economic development and elevating the airport experience to reflect the growth, ambition, and boundless potential of our community.

4. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
5. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
6. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

RESOLVED this 18th day of May 2026, in meeting duly assembled.

_____(SEAL)
W. J. Rowell III, Chairman
County Council of Jasper County, South Carolina

ATTEST:

Wanda Hendrix Giles
Clerk to County Council

Resolution R-2026-27
Adopted: May 18, 2026

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

Burr & Forman LLP
Walter J. Nester, III, Partner

Date

AGENDA
ITEM # 8B

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-28**

**A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA,
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
FOR THE JASPER COUNTY SALES TAX TRANSPORTATION
PROGRAM AND AUTHORIZING THE COUNTY
ADMINISTRATOR TO EXECUTE THE INTERGOVERNMENTAL
AGREEMENT ON BEHALF OF THE COUNTY**

WHEREAS, Jasper County, South Carolina (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”), is organized and governed according to and pursuant to the Constitution and general laws of the State, and has as its governing body the Jasper County Council (the “**County Council**”); and

WHEREAS, the South Carolina Department of Transportation (“**SCDOT**”) is an agency of the State of South Carolina with the authority to enter into contracts for the furtherance of its state mandated purposes; and

WHEREAS, on November 5, 2024, pursuant to Ordinance #O-2024-16, the voters of Jasper County approved the imposition of a one-percent sales tax within the County for the purposes of funding certain transportation infrastructure improvements; and

WHEREAS, the County and SCDOT have agreed to a list of proposed projects for improvements of transportation infrastructure in the County (“**Jasper County Use Tax and Sales Tax Project List**”); and

WHEREAS, the County and SCDOT desire to coordinate the planning and implementation of the projects (“**Projects**”) described in the Jasper County Use Tax and Sales Tax Project List pursuant to the terms of an Intergovernmental Agreement in a similar form to that described herein; and

WHEREAS, Section 4-9-41 of the Code of Laws of South Carolina 1976, as amended (the “**SC Code**”) authorizes counties to enter into agreements with incorporated municipalities, special purpose districts, and other political subdivisions for the joint administration of functions and exercise of powers, and to cooperate and contract with such entities as may be necessary to carry out their respective public purposes; and

WHEREAS, the County and the SCDOT have reduced their mutual understandings regarding planning and implementation of the Projects pursuant to the Intergovernmental Agreement (“**Intergovernmental Agreement**”) attached hereto as Exhibit “A” and incorporated herein by reference to define their respective roles and responsibilities with respect to the Projects and to ensure the efficient and coordinated expenditure of public funds in the public interest.

NOW, THEREFORE, it is hereby resolved by the Jasper County Council, in meeting duly assembled, that:

1. It is the specific intent of the County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Jasper County Code of Ordinances.
2. The County Council approves the Intergovernmental Agreement in substantially the form attached hereto as Exhibit "A".
3. The County Administrator is authorized to execute the Intergovernmental Agreement, and, in consultation with the County Attorney, may make or accept minor modifications to the Agreement, as may be necessary and appropriate, to carry out the intent of this Resolution.
4. The execution and delivery of the final form of the Intergovernmental Agreement by the County is to serve as conclusive evidence of the approval thereof by the County.
5. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
6. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
7. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

Signature on following page

RESOLVED this ___ day of May, 2026, in meeting duly assembled.

_____(SEAL)
W. J. Rowell III, Chairman
County Council of Jasper County, South Carolina

ATTEST:

Wanda H. Giles
Clerk to County Council

Resolution R-2026-28
Adopted: May __, 2026

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

Name

Date

EXHIBIT A
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
JASPER COUNTY, SOUTH CAROLINA
AND THE SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION
FOR THE JASPER COUNTY SALES TAX TRANSPORTATION
PROGRAM**

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2026, by and between Jasper County (hereinafter referred to as "County") and the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") (collectively "the Parties").

WITNESSETH THAT:

WHEREAS, on November 5, 2024, under Chapter 37 of Title 4 of the Code of Laws of South Carolina (Supp. 2023), and pursuant to County Ordinance #O-2024-16, the voters of Jasper County approved the imposition of a one-percent sales tax within the County for the purposes of funding certain transportation infrastructure improvements; and

WHEREAS, County and SCDOT desire to work together in the planning and implementation of projects included in the Jasper County Sales and Use Tax Project List; and

WHEREAS, County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County's functions covered under this Agreement; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, County and SCDOT do hereby agree as follows:

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to construct and improve transportation facilities throughout Jasper County using, in part, funds derived from the one-cent special sales and use tax imposed by Jasper County and approved by referendum held November 5, 2024.

B. Description of Work

The proposed projects for this Agreement include only those projects that are listed in Attachment "A." The projects listed in Attachment "A" are hereinafter referred to as the "Project(s)" and the collective group of Projects are hereinafter referred to as the "Program." The exact scope of each individual Project shall be determined by County during the planning phase of each Project. The provisions herein shall only apply to Projects listed in Attachment "A" and are currently on the State Highway System or are proposed to be conveyed to SCDOT for acceptance into the State Highway System. Unless otherwise agreed upon, these provisions shall not apply to Projects which are to be owned or maintained by County, a municipality, or a non-state entity.

Prior to Project initiation for each Project, County shall identify whether federal funds will be used to develop Projects. Any Project that may include federal funds must be identified in SCDOT's most current Statewide Transportation Improvement Program ("STIP") or the most current fiscally constrained long-range plan for the specific project improvement category. The selected Projects shall be developed and constructed in accordance with the Joint Stewardship and Oversight Agreement between the Federal Highway Administration ("FHWA") and SCDOT. FHWA will make the determination of eligibility for Federal Transportation Funding for each Project for which those funds are requested at the time of request for authorization of each phase.

The scope of each individual Project shall be determined by County during the planning phase for each Project. County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right-of-way acquisition, utility and railroad coordination, construction and other associated coordination and administrative activities, unless noted otherwise herein. If County requests that SCDOT administer any phase of work for a Project, a supplemental agreement will be drafted to outline the responsibilities of County and SCDOT. Any Project phases administered by SCDOT will be subject to scheduling and prioritization within SCDOT's current workload.

C. Scope of Work

The scope of the Program is described in Attachment "A." Nothing contained in this Agreement shall be construed to require County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of the Jasper County Council and applicable State law. However, in the event that federal funds have been expended on a Project and the Project is not completed for whatever reason, repayment of the federal funds may be required.

In the event that state or federal funding becomes available for any Project, and in the event that County should desire to utilize these funds, the Parties shall enter into a supplemental Agreement, as applicable, for administration of these funds.

Where local roadways tie into the state roadway, changes within SCDOT's right-of-way will fall under the terms of this Agreement unless changes are approved by SCDOT through an encroachment permit.

II. COMMUNICATIONS:

- A. County and SCDOT agree that regular and thorough communication about this work is essential to the completion of the Program. County and SCDOT further agree that each Party will strive to communicate at both the management level and staff level.
 - 1. The Engineering Services Director and/or the designated County Representative shall meet with SCDOT's Program Manager on an as-needed basis.
 - 2. Additional coordination meetings will be planned and mutually agreed upon as necessary to coordinate the work.
- B. SCDOT will provide such technical support and advice as requested by County to assist in the planning and execution of the Program, subject to the provisions of Section IV.C. of this Agreement.

III. OBLIGATIONS OF SCDOT:

- A. County shall prepare, in SCDOT's name, all documentation required pursuant to the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. 771, *et seq.*, or as otherwise required by SCDOT. SCDOT agrees to expedite the review and approval of necessary environmental documentation as it applies within SCDOT's authority. SCDOT further agrees to use its best efforts to coordinate with FHWA and other federal agencies on behalf of County to expedite approval of necessary environmental documentation.
- B. To the extent permitted by existing South Carolina law, SCDOT hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SCDOT's part, or the part of any employee of SCDOT in the performance or participation in the work undertaken under this Agreement.

- C. SCDOT shall perform all or any part of the work required of it with its own forces or may contract out any of the work or services to outside private or governmental consultants or contractors at SCDOT's sole discretion if SCDOT determines that such contracting out would be more efficient or cost effective or would result in more expeditious completion of the Program. If outside forces are used, SCDOT shall provide County with the actual invoices for the work, and County shall reimburse SCDOT according to the terms of this Agreement.
- D. SCDOT shall be entitled to bill or draw payment at its normal and customary billing rates for services by its in-house personnel.
- E. SCDOT shall coordinate with County and provide Project reviews for issuance of any Encroachment Permits. SCDOT will invoice County for direct costs incurred for such activities. SCDOT will invoice County no more often than quarterly for those costs, a sample of which is included as Attachment "D." A detailed summary of man hours and activities shall be included with each Project invoice.
- F. SCDOT agrees to accept responsibility for normal maintenance of standard transportation materials, structures, and workmanship within SCDOT rights-of-way according to common local practices for each Project.
- G. SCDOT agrees to accept the Projects on the state system in accordance with Section V.I.E. of this Agreement. Work completed on county roads will be maintained by County.

IV. OBLIGATIONS OF COUNTY:

- A. To the extent permitted by existing South Carolina law, County hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death), taking of property or damages to property, arising out of performance of the work undertaken under this Agreement or any act or failure to act on County's part, or the part of any employee of County in performance of the work undertaken under this Agreement.
- B. County shall provide, or cause to be provided, all services for the execution of activities for the planning, development, and delivery of each Project in the Program, unless noted otherwise herein.
- C. County shall reimburse SCDOT for direct costs incurred as part of SCDOT's reviews, coordination, and oversight for Projects under this Agreement.
- D. County agrees to assign a right of entry or other property rights necessary to SCDOT in order for SCDOT to maintain each Project until such time as all rights-of-way and other property rights are transferred to SCDOT after completion of the Projects on the state system.

- E. The cost of the Program shall be borne solely by Jasper County unless additional funding is secured through SCDOT, other sources, or as otherwise provided for in this Agreement. This obligation shall include, but not be limited to: costs of litigation, judgments, and claims related to the Program or any Project therein.
- F. The Parties agree that, because the Program is not comprised of SCDOT projects, the consent of municipalities in which the work occurs is not required under S.C. Code Ann. § 57-5-820. Should a court of competent jurisdiction rule that such consent is required, it will be the responsibility of County to obtain the same.

V. GENERAL PROVISIONS:

A. Conformance:

The Projects shall be developed and constructed to SCDOT standards and specifications, and any other applicable legal standards. The current edition of each standard and specification shall be the edition as of the beginning of the design work for each Project with the expectation that the standards and specifications shall be applicable through the completion of the Project. However, where there is a significant delay in the completion of the design of the Project, the most current standards and specifications may be incorporated into the contract documents. It is the intent of both County and SCDOT to design each Project in compliance with the applicable standards and specifications; however, both Parties recognize that exceptions to these standards and specifications may be mutually beneficial. Such exceptions will be granted if both Parties agree in writing.

County acknowledges that the Buy America provisions apply to all contracts within the scope of a National Environmental Policy Act (NEPA) determination and eligible for assistance under Title 23, United States Code, so long as one such contract is funded with federal aid.

B. Project Planning

County shall consider each Project and shall make a determination as to the exact scope of the proposed improvements. In this planning phase, County shall consider the following aspects of the Projects in determining the scope of the proposed improvements:

- Public involvement
- Source of Funding (to include determination of use of federal aid)
- Environmental considerations including determination of necessary environmental documentation

- Traffic requirements for the Project based on traffic Projections for the design year, 20 years beyond the scheduled construction start date of the Project. For example, a scheduled construction start date of 2025 would yield design year traffic projections for the year 2045. Where available, the Lowcountry Council of Governments (LCOG) traffic projections would be supplied by SCDOT for use in these planning activities. Where these LCOG traffic projections are not available, County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
- Right-of-way to encompass all facility improvements
- Decision by County whether they will issue all Utility Agreements and No Cost Letters or whether SCDOT will issue Utility Agreements and No Cost Letters.
- Determination of any railroad involvement on the Projects and a recommendation as to the involvement by SCDOT with regard to Agreements, drawing reviews, coordination, etc.
- Constructability
- Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to County

C. Environmental Activities

County will carry out their work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee each Project for such compliance. This responsibility shall include:

1. The preparation of necessary permit applications required by any state and/or federal governmental agency to complete the Projects. County will be responsible for all resource and regulatory agency coordination required to secure and obtain permits.
2. Compliance with those stipulations and conditions under which County and/or SCDOT receives approval of applicable environmental documents and permits.
3. Preparation and submittal of any necessary Notice of Intent (NOI).
4. Compliance with all secured permits. County will be the sole permittee for any required USACE permits if the Project is developed without federal funds and County will be solely responsible for environmental compliance. SCDOT will be the sole permittee for any required USACE Individual Permit or using the approved SCDOT general permit for Waters of the United States (WOTUS) impacts if the Project is developed with federal funds. If a Project is developed with federal funds, County and SCDOT will be responsible for any permit conditions or environmental commitments. If a Project is developed without federal funds, County will be solely responsible for any permit conditions or environmental

commitments. If SCDOT determines it necessary to inspect a Project for compliance, through use of existing staff or the Compliance on-call, then County is responsible for reimbursement of inspection costs to SCDOT. SCDOT is authorized to use the County Project's charge code for all compliance activities. County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions and requirements to the extent that County or its agents were responsible for such breach or action causing the enforcement action.

5. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing each Project.
6. Carrying out all social, economic, and environmental studies required by law.
7. Completing all necessary modifications to approved permits as required by law. If SCDOT is the permittee, any modifications will be submitted to SCDOT's Environmental Office for review and approval prior to submittal to the appropriate regulatory agency. In the event a USACE Individual Permit is required, SCDOT will sign over any and all individual permits to County.

County recognizes that SCDOT and/or the FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. 771, *et seq.* County will be responsible for the preparation of any necessary permit applications required by any governmental agency to complete the Projects and will work with SCDOT in coordinating and negotiating with the agency to secure the permits. County and their consultant must coordinate with the SCDOT Environmental Permitting Division when submitting a USACE 404 Permit application. Additionally, all coordination with USACE and SCDES is to occur through SCDOT's Environmental Permitting Division. All work performed must be in accordance with SCDOT's Environmental Consultant Scope, latest edition, and any amendments thereto, if applicable. Where necessary, County shall prepare all permit applications in the name of SCDOT. County will comply with any regulatory agency requirements, and be solely responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements.

County must provide an assessment of potential jurisdictional impacts for the Projects to SCDOT. County and/or their Consultant shall coordinate, throughout Project development, with SCDOT to develop a strategy that meets County's needs and assists in streamlining permit acquisition. County is responsible for developing a conceptual mitigation plan (or plans) for their Projects requiring compensation for unavoidable impacts. This plan (or plans) is to be submitted to SCDOT for review prior to any submittal of a 404 permit

to USACE. County should not assume that they will have access to existing SCDOT mitigation banks; SCDOT will make the final determination.

All permit conditions set by State and/or Federal regulatory agencies must be reviewed and approved by SCDOT for all roads in the state system.

County shall conduct public involvement meetings for each Project in accordance with SCDOT public involvement policy and NEPA regulations, if required. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by County. County shall notify representatives from SCDOT in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required.

Projects shall not be advanced to right-of-way acquisition or construction phases until final approval of environmental documentation is obtained.

SCDOT and County both recognize that the FHWA will not take any action on Projects that are funded solely by local sources. In order for FHWA to review and approve NEPA documents, the Project must include federal funds in the STIP and/or the fiscally constrained portion of the Long Range Transportation Plan. County must also adhere to the transportation planning process in 23 C.F.R. 450 for how to apply federal funds to the Project. If County decides to add federal money to the Project late in the development process, the Parties acknowledge that certain steps in the process may need to be repeated to ensure federal eligibility.

D. Design Activities

Design of the Projects will be County's responsibility except as provided for otherwise in this Agreement.

1. SCDOT shall assign a Project Identification Number to each Project for tracking purposes. County shall use these numbers on all right-of-way instruments, plans, and permits as applicable.
2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will comply with SCDOT's current edition of the "Preconstruction Survey Manual."
3. All structural components of the Projects shall comply with the "AASHTO Standard Specifications for Highway Bridges," latest edition, including the latest **Interim Specifications** thereto. Bridge structures shall be designed with the LRFD criteria. This will include all seismic requirements in accordance with these AASHTO criteria.
4. Upon completion of the work, County shall certify that the contract documents have been prepared in conformance with the provisions of

Items 1, 2, and 3 above. County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.

5. If County has federal funds programmed in either the STIP or Long Range Transportation Plan, County shall comply with all applicable federal and state statutes and regulations to maintain the eligibility of those funds for reimbursement.
6. In the event that additional state or federal funding becomes available for the Project, and in the event that County should desire to utilize these funds, the Parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct SCDOT administration or assistance with administration of the Project that would be most advantageous in securing that funding.
7. If County starts a Project without federal funds and then later seeks to add federal funds to that Project, County acknowledges that some steps in the process (NEPA) may need to be redone to ensure eligibility.
8. SCDOT's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to County within 30 calendar days from the time County submits the pavement design for review. Approval of pavement designs on state maintained roadways require the SCDOT Pavement Design Engineer's signature on the typical sections of the final construction plans. Any changes to this pavement design must be reviewed and approved by the SCDOT Pavement Design Engineer.
9. County will submit a cover letter with plan submittals verifying that the plans have been evaluated/Quality Controlled (QC'd) by either County or a third party consultant.
10. SCDOT will provide reviews of the design plans and other contract documents and provide written comments to County within 30 calendar days from the time County submits the plans for review. Plans or other design documentation will be sent to SCDOT at the following stages of the Projects:
 - Concept (optional)
 - Preliminary
 - Right-of-way
 - Final design

County shall submit the design in a form that is acceptable to SCDOT's reviewer. Design reviews will be accomplished by SCDOT and review comments will be returned to County within 30 calendar days from the time

County submits the review documents to SCDOT. A complete list of comments will be submitted from SCDOT's Project Manager. County will notify SCDOT at least two weeks in advance of the submission of documents to be reviewed. If the Parties cannot resolve an issue concerning the plan reviews, SCDOT and County will follow the Issue Escalation and Dispute Resolution Process in accordance with Attachment B. Projects shall not be advanced to right-of-way or construction until written authorization is provided by SCDOT.

11. Design plans and documents submitted to SCDOT for reviews shall be provided in electronic (.pdf) format unless otherwise requested by SCDOT's reviewer. County shall utilize Bluebeam or ProjectWise to transfer the documents to be reviewed.
12. During the development of design of the Projects, consideration should be given to costs associated with long-term maintenance of items incorporated into the Projects. SCDOT reserves the right to request alternative solutions that would present lower long-term maintenance costs.
13. SCDOT's written "authority to proceed" with right-of-way acquisition activities shall serve as approval for County to begin right-of-way activities on the Projects. SCDOT agrees to provide written notice of "authority to proceed" or review comments if further clarification or correction is needed regarding the right-of-way plans within 30 calendar days of the time County submits the right-of-way plans for review.
14. SCDOT agrees to provide written notice of "authority to proceed" or review comments if further clarification or correction is needed regarding the Construction Plans within 30 calendar days of the time County submits the final plans for review. SCDOT's "written authority to proceed" shall signify that i) Construction Plans are approved and that ii) the County may begin application for an Encroachment Permit. SCDOT's issuance of the Encroachment Permit shall serve as right-of-entry and written "authority to proceed" with construction.

E. Utility Activities

1. All utility coordination and relocation activities shall be in accordance with 23 C.F.R. 645, SCDOT's "Utilities Accommodation Manual: A Policy for Accommodating Utilities on Highway Rights of Way," and other applicable State law.
2. Utility relocations will be paid based on prior rights and applicable State law. Where a utility establishes a prior right of occupancy in its existing location, County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, etc.). Prior rights may be established by the following means:

- a. The utility holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.
 - b. The utility occupies SCDOT right-of-way through an existing agreement with SCDOT and is not required to relocate at its own expense. Encroachment permits issued by SCDOT are not “existing agreements” for purposes of this Agreement.
3. Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. For purposes of this Agreement, County shall be deemed to have the same status as SCDOT regarding prior rights on state roads.
 4. Utility work will be coordinated and executed in accordance with SCDOT’s Design Manual and Construction Manual.
 5. Utilities to remain in SCDOT rights-of-way, or to be relocated to a point within SCDOT rights-of-way, shall be in compliance with SCDOT’s “Utilities Accommodation Manual: A Policy for Accommodating Utilities on Highway Rights of Way.”
 6. County will honor the terms of any pre-existing agreements between SCDOT and a utility owner.
 7. County shall comply with Act 36 of 2019, as codified in S.C. Code § 57-5-880, for relocation of public water and sewer utilities.
 8. County will provide utility deliverables as defined in Section VI.E.
 9. County will provide a Utility Certification in a form acceptable to SCDOT ensuring that all utility relocation agreements, letters, and relocation plans necessary for construction of the Projects have been secured and provide the schedule for relocation work.

F. Railroad Activities

1. County shall coordinate with the operating Railroad(s) during the planning phase of Project development to discuss the Railroad(s) requirements and future plans at the Project locations.
2. County shall solicit comments early in the design process from Railroad(s) by providing an overview map, description of the Projects, and railroad milepost. Railroad company and milepost information can be found on a sign at the crossing of the railroad and roadway. Information such as train data, passenger operations, valuation maps (VAL Maps) of railroad(s) right-of-way, future track and utility road requirements, and/or any other special considerations not described in Railroad(s) general criteria, etc. shall be

discussed with the Railroad(s). County shall also, as instructed by the Railroad(s), submit plans and correspondence to Railroad(s) for engineering review / approval and subsequent development of Railroad Force Account Costs. County shall assist in drafting and executing required Railroad Agreements. Understanding the Railroad(s) requirements, process, review schedules, and costs early is crucial to the success of the Projects.

3. County or County's Consultant shall obtain all necessary Railroad(s) Right-of-Entry permits which may be required for survey, subsurface utility engineering (SUE), geotechnical operations, etc. Upon permit approval and as instructed by the Railroad(s), County or County's Consultant shall coordinate with Railroad(s) flagman and/or Engineering representative, during times when field operations shall be occurring within the Railroad(s) right-of-way.
4. County shall coordinate with SCDOT's Railroad Projects office, located in SCDOT's Right-of-Way Department. During the Project's planning phase SCDOT and County shall discuss the necessity of a Tri-Party Agreement and other joint requirements.
5. County shall reimburse Railroad(s) for all work performed by or on behalf of the Railroad in support of County's Projects.
6. County and their Consultant(s) and Contractors shall retain all records pertaining to the Projects for three years after completion and acceptance of the Projects, and if required by SCDOT, all such records shall be made available to SCDOT for review and audit upon request.
7. County will provide a Railroad Certification in a form acceptable to SCDOT ensuring that all railroad coordination is complete and all railroad agreements have been secured for construction of the Projects.

G. Right-of-Way Acquisition Activities

1. County shall acquire all rights-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to SCDOT and rights-of-way for Projects that may or will be made using federal funds shall be acquired in accordance with the United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601 *et seq.*, regulations thereunder including 49 C.F.R. Part 24, the South Carolina Eminent Domain Procedures Act, and SCDOT's Office of Right of Way Acquisition Manual. Title instruments acquired on a Project to be conveyed to SCDOT shall be documented on standard SCDOT right-of-way forms. Right-of-way limits shall be set according to standard SCDOT practices, utilizing the SCDOT Highway Design Manual and the SCDOT Road Design Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway.

With respect to the acquisitions:

County Shall:

- a. Acquire right-of-way in fee simple title or easement interest as directed by SCDOT.
- b. Perform title searches for each property to be acquired and provide SCDOT with Certificates of Title signed by an attorney licensed to practice law in South Carolina. Preliminary title abstracts must be provided prior to property being appraised.
- c. In accordance with and when required by SCDOT's Appraisal Manual, provide an acceptable appraisal for each property by an appraiser from SCDOT's approved appraisers list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. County shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The reviewed appraisal must be approved by SCDOT's right-of-way representative prior to the offer to purchase being made to the landowner.
- d. Secure approval from SCDOT's right-of-way representative for any settlement above the approved appraisal for any projects that have federal funding associated with them.
- e. Titles shall be in fee simple absolute by recordable warranty deeds unless otherwise approved by SCDOT. All titles shall be recorded in the land records of Jasper County.
- f. In the event of condemnation, the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 *et seq.*, will be prepared and County will utilize its Eminent Domain authority to acquire title. County shall be responsible for securing legal representation familiar with Eminent Domain in South Carolina. Condemnation shall be by way of trial after rejection of the amount tendered as provided in S.C. Code § 28-2-240.
- g. Retain all records dealing with property acquisition, and all other costs associated with this Program, for three years after the "Final Acceptance Date" of each Project by SCDOT. The "Final Acceptance Date" shall be the date which the "Report Recommending Roads for State Maintenance" (Form 100.03) is approved by SCDOT. County or its authorized representative will make such records available for audit and review upon request.

- h. County is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right-of-way acquisition process.
- i. Provide relocation assistance in accordance with SCDOT's Relocation Manual. All relocation housing payment offers shall be approved by SCDOT prior to being offered to displacees. County shall issue 90 and 30 - day notices of displacement in accordance with State and federal guidelines.
- j. County shall be responsible for the disposition of all identified improvements being acquired on a Project prior to the obligation date of the construction.
- k. Establish specific milestone dates for the different phases of the right-of-way acquisition, and provide reports every two months indicating the status of each individual parcel while right-of-way activities are underway on the Projects.
- l. Provide a Right-of-Way Certification in a form acceptable to SCDOT ensuring that all property necessary for construction of the Projects has been secured and that all displacees have been relocated prior to advertising for construction bids.
- m. At the completion of each Project, County shall prepare a ROW exhibit and master deed reflecting the rights-of-way to be conveyed to SCDOT as a part of the Project. These documents must be prepared and submitted prior to or at Project close-out.

SCDOT Shall:

- a. Review and approve Right-of-Way plans and authorize the County to proceed with Right-of-Way acquisition.
- b. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

H. Construction Activities

- 1. County shall include required Federal Aid contract provisions in the contract(s) and shall coordinate with SCDOT to establish a Disadvantaged Business Enterprise ("DBE") goal for Projects with federal funding.
- 2. County shall obtain SCDOT concurrence prior to awarding the construction contracts.
- 3. County will construct the Projects in conformance with the technical sections of SCDOT's current Standard Specifications for Highway

Construction, Supplemental Specifications, Supplemental Technical Specifications, Standard Drawings, the Access and Roadside Management Standards (ARMS), and related AASHTO standards in effect at the time of Project letting unless otherwise agreed to by SCDOT and County in accordance with Section V.A. of this Agreement. County will apply the ARMS requirements to the construction effort and to the relocation of utilities within the SCDOT right-of-way. County must obtain written approval from SCDOT if there will be any significant deviation from the construction contract documents.

4. To the extent applicable, materials and services shall be procured in accordance with County Procurement Procedures, S.C. Code Ann. §§ 11-35-10 *et seq.*, SCDOT standard policies, applicable federal statutes and regulations (2 C.F.R. Part 200, 23 C.F.R. Parts 172 and 635), and other applicable State statutes and regulations.
5. County shall provide administrative, contract management, Quality Acceptance testing, inspection, and other services sufficient to provide certification to SCDOT that the construction and the materials used for construction are in conformance with the plans and specifications set forth in the contract documents. The inspectors and engineers performing Quality Acceptance testing and inspection on the Projects shall be SCDOT certified in the area of testing and inspections being performed. All acceptance sampling and testing shall be performed in accordance with the quality control (QC) sampling and testing schedule and frequency specified in SCDOT's Construction Manual. The engineer of record may not also provide Construction Engineering and Inspection services on State-maintained facilities.
6. County shall obtain SCDOT concurrence to accept material that does not conform to contract requirements. Such concurrence shall be documented by the use of SCDOT form 100.09, and must be approved by the SCDOT District Engineering Administrator and SCDOT's Director of Construction. The request for concurrence must be initiated by County to SCDOT no later than 45 days after incorporation of the non-conforming material into a Project.
7. SCDOT shall conduct construction oversight, to include sampling and testing of materials, on all State-maintained roadways at the discretion of the Deputy Secretary for Engineering. All SCDOT direct costs associated with construction oversight shall be reimbursed by County in accordance with Section IV.C of this Agreement.
8. The Projects may be subject to periodic reviews/inspections by SCDOT's Quality Management Team and Environmental Compliance Team at SCDOT's discretion.

9. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, County and SCDOT agree as follows:
 - a. As needed, Project field reviews will be made by both County's and SCDOT's construction representatives to discuss Project statuses, mutual concerns, and construction issues.
 - b. Contract documents will be furnished to SCDOT upon request.
 - c. Copies of test results shall be provided to SCDOT upon request so test data and results can be evaluated. Periodic reviews of test reports and summaries may be made by SCDOT.
 - d. Copies of Daily Work Reports, Diaries, Meeting Minutes, and all documents associated with the Construction Management of the Projects shall be provided to SCDOT upon request.
 - e. Project traffic control reviews for safety and specification compliance will be made and documented on SCDOT form 600.02 by County or their agent. Daytime reviews shall be conducted at least once per week, and a nighttime inspection will be performed at least once per month.
 - f. Erosion control reviews will be made on a schedule as required by the NPDES General Construction Permit. Erosion Control reviews will be made in accordance with the latest edition of SCDOT's Supplemental Specification on Seeding and Erosion Control Measures. Observations will be documented on SCDOT's Erosion Control form 800.02. County will apply for and acquire all necessary permits, to include the NPDES General Construction Permit in the name of County unless otherwise agreed to by County and SCDOT. County will comply with all NPDES requirements, and will be responsible for all fines associated with the resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.
10. When all aspects of a Project have been properly and fully performed and the work is substantially complete, County shall coordinate with SCDOT to establish a date for final inspection of the work. County, SCDOT, and the prime contractor shall jointly conduct the final inspection and develop a Final Project Punchlist. County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed in a timely manner and shall advise SCDOT in writing of the completion of the corrective action. The date of this notice shall then become the date of Final Completion.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

County shall require that its contractors keep all existing State highways open to traffic while they are undergoing improvements except for temporary construction detours or closures. Additionally, County shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to SCDOT under the terms of this Agreement. Traffic control activities shall be in accordance with the MUTCD (current edition), the SCDOT District 6 Daytime Lane Closure policy (current edition), and SCDOT's standard guidelines and standard drawings for maintenance of traffic in a work zone. Traffic control plans will be required for all types of lane closures, shoulder closures, and detours.

B. Maintenance of Projects

County shall accept responsibility for normal maintenance of the roadway within the Project limits upon issuance of the construction Notice to Proceed until the Project is delivered to SCDOT under the terms of this Agreement.

C. Tie-in Agreements

Where the limits of a Project meet or overlap into the project limits established for other projects that are or will be executed by SCDOT before the completion of the Project, County and SCDOT will develop Agreements to outline provisions that would be beneficial to both County Projects and SCDOT projects with respect to funding, traffic control, improved safety for the traveling public, coordination of drainage systems, or other design or construction considerations. These Agreements will stipulate the funding implications of such provisions and the responsible Parties thereof.

D. Encroachment Rights

SCDOT shall deliver possession of its highways to County in the same manner and under the same terms it does to highway contractors working under contract with SCDOT, and hereby grants encroachment and access rights to the rights-of-way and easements along the proposed Project corridors as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by County, County will notify SCDOT of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by SCDOT and on the Notice to Proceed date for construction, County and/or its agents will assume maintenance responsibilities for the Project.
2. Where applications for encroachment permits with regard to any segment of road covered by a Project are received by SCDOT, SCDOT will forward those applications to County within 10 calendar days of receipt for review to ensure that those proposed improvements described in the permit

applications will not conflict with the Project plans. County shall review the applications and return comments within 15 calendar days.

3. From the time of execution of this Agreement up to Project completion, SCDOT hereby grants County access to the Project corridors for the purposes of gathering field information necessary for accomplishing the planning, design, and right-of-way aspects of the Project. County will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Act Section 28-2-70(C).

E. Acceptance

1. In the event that additional centerline miles are created by a Project, the Project will be presented by SCDOT staff to the SCDOT Commission upon Final Completion, as defined by Section V.H.10 of this Agreement. The Commission will determine if the additional mileage is to be accepted by SCDOT. In the event that additional straight line miles of secondary roads are added to the State Highway System as a result of a Project, an equal length of straight line mileage of existing roads on the State Highway System in Jasper County will be turned over to County for maintenance. The exact roads to be exchanged will be as mutually agreed between County and SCDOT.
2. Upon completion of the Projects, County shall submit the Project Closure Checklist (attached hereto as Attachment "C") including the following Project documentation to SCDOT:
 - a. Copies of required environmental documents/permits
 - b. Design documents
 - i. As described elsewhere in this Agreement;
 - ii. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 and in accordance with the current version of SCDOT's As-Built construction Plans Supplemental Specification;
 - iii. Electronic files of the Final Project plans as described in SCDOT's "Road Design Reference Material for Consultant Prepared Plans";
 - iv. Final Stormwater Reports.
 - c. Right-of-way documents
 - i. Appraisals;
 - ii. Title search information;
 - iii. Deeds sufficient to convey to SCDOT the additional highway right-of-way acquired by County. Titles shall be by special warranty and

sufficient to convey the entire interest obtained by County from the Landowner;

- iv. Correspondence with property owners;
 - v. Master exhibit prepared by the engineer of record outlining the rights-of-way to be conveyed to SCDOT;
 - vi. Diaries or agents' worksheets related to the acquisition of right-of-way;
 - vii. All Utility Agreements and No Cost Letters with supporting documentation;
 - viii. Summary sheet showing all payments made by County against each Utility Agreement;
 - ix. If applicable, all supporting information for cost increases to Utility Agreements.
- d. Construction documents
- i. As-built drawings - In addition to those documents set forth elsewhere in this Agreement, County shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by County. "As-built" plans must be drawn to scale, and be based on the Project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. "As-built" utility plans must include at a minimum the following:
 - Survey centerline and existing roadway centerline if different, with labeled stationing.
 - Existing and new right-of-way lines, and County easement lines
 - Final location of utility lines and appurtenances
 - ii. Test reports
 - iii. Daily construction diaries
- e. Other documents
- i. Assignments to SCDOT of all contractors' payment and performance bonds in connection with the Project and a copy of the Consents of Surety for final payment;
 - ii. Releases, affidavits, or other proof of payment to indicate full payment of all claims by contractors, their subcontractors, or suppliers;

- iii. DBE closeout document, obtained from SCDOT's Office of Business Development, for federally funded Projects with a DBE goal.
3. SCDOT shall, notwithstanding any provision to the contrary, accept a Project and assume responsibility for maintenance of a Project upon receipt of County's submittal of the Project Closure Checklist signed by the representative of the County and upon SCDOT's review and signature approval of the Checklist.
4. County, or other municipal agency, shall be responsible for the maintenance of any special or unique features, enhancements, or nonstandard materials that are incorporated into a Project such as, but not limited to: noise walls, hardscape treatments, landscaping, lighting, mast arms, and street furniture.
5. A separate Maintenance Agreement between the Parties will address specific maintenance responsibilities for any special features, enhancements, or nonstandard materials that may be incorporated into a Project.

F. Warranty

1. County warrants that it will perform the work necessary under this Agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. County shall ensure that the construction contractor warranties are assignable to SCDOT.
2. County shall take all steps necessary to transfer to SCDOT any manufacturer or other third-party warranties of any materials or other services used in the construction of the Projects.

VII. MISCELLANEOUS GENERAL PROVISIONS:

A. Disputes

County and SCDOT shall cooperate and consult with each other with respect to the Projects intended to be turned over to SCDOT for maintenance to the extent set forth herein. The Parties may utilize the Issue Escalation and Dispute Resolution Process included as Attachment "B" to determine the appropriate person(s) and timeframe to resolve issues that may arise. In the event that a dispute arises, the following procedures will be used to resolve the matter.

Any dispute or claim arising out of or related to this Agreement may be submitted for resolution under the procedures outlined in Attachment "B." Within 90 days of the date of this Agreement, an *ad hoc* board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will be composed of two members from County

and two members from SCDOT. These four members shall choose a fifth member employed neither by County nor SCDOT. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between County and SCDOT. The Board shall be empanelled for the entire duration of this Agreement and shall hear all disputes between County and SCDOT relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Jasper County, South Carolina.

B. Successors/Assigns

County and SCDOT each bind themselves and their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

County will provide opportunities for Disadvantaged Business Enterprises in accordance with the County's Procurement Ordinance and applicable state and federal laws. The Parties hereto and their agents shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement or the work provided for herein. Where required, the Parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

D. Enforceability

All of the terms, provisions, and conditions of this Agreement shall be binding upon and enforceable by the Parties, their respective elected officials, legal representatives, agents, employees, and their respective successors.

E. Amendment

This Agreement may be amended or modified only by a written document, which has been signed by the Parties hereto, or by their duly authorized officials. County, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of amendments or modifications to this Agreement during the course of the Program for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either Party unless both Parties agree in writing to any such changes.

F. Termination

This Agreement may be terminated by County upon written notice to SCDOT, provided that County covers all costs incurred prior to termination and as the result of termination.

SCDOT shall have the right to terminate this Agreement if County fails to fulfill the material terms thereof, and such breach is not corrected or County has not commenced to correct within 30 days after written notice of non-compliance has been given to County by SCDOT. If County cannot reasonably complete the correction or cure of such breach within the 30 day cure period, County shall be entitled to such additional time as necessary (not to exceed six months unless SCDOT agrees to a longer period in writing) to complete the correction or cure of the breach, provided that County commences correction within the initial 30 day cure period and thereafter pursues completion of the correction with reasonable diligence. In the event of termination, County shall remain responsible for all Program costs incurred prior to termination and as a result of termination.

G. Waiver

No waiver of a breach of any of the covenants, promises, or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either Party hereto to fully enforce any provision of this Agreement be construed as a waiver by such Party of its right to subsequently enforce, assert, or rely upon such provision.

All rights and remedies of SCDOT provided for in this Agreement or in any other related document as to any Party are cumulative, shall survive the termination of this Agreement, and shall be in addition to any and all other related rights and remedies provided for or available to SCDOT at law or in equity. The exercise of any right or remedy by SCDOT shall not in any way constitute a cure or waiver of a breach, nor invalidate any act done pursuant to any notice of the occurrence of a breach.

H. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid or unenforceable, the remaining parts and provisions which can be separated from the invalid or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Sections of this Agreement.

J. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when: (i) personally delivered, or (ii) sent by overnight courier, or (iii) three days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

Jasper County
Attn: Jim Iwanicki – Engineering Service Director
632 Live Oak Road
Ridgeland, SC 2993

Notices to SCDOT:

South Carolina Department of Transportation
Attn: Deputy Secretary for Engineering
PO Box 191
Columbia, South Carolina 29202

K. Further Documents

Each Party will, whenever and as often as it shall be requested by the other Party, promptly and within a reasonable time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

L. Reviews and Approvals

Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.

M. Assignment

Except as otherwise provided by applicable law, this Agreement may not be assigned by either Party without the written consent of the other Party.

N. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement, notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The Parties hereto affirmatively represent that this Agreement is made solely for the benefit of the Parties hereto and their

respective successors and assigns and not for the benefit of any Third-party who is not a signature party hereto. No party other than the signature Parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

O. Multiple Counterparts

This Agreement may be executed in multiple counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

P. Prior Agreements, Entire Agreement

All obligations of the Parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or Agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the Parties as of the date first above stated, and it supersedes any and all Agreements and representations made or dated prior thereto.

The Parties make no representations, covenants, warranties, or guarantees, express or implied, other than those expressly set forth herein. The Parties' rights, liabilities, responsibilities, and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.

This Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

JASPER COUNTY

Witness

By: _____
(Signature)

Title

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

SCDOT Witness

By: _____
Secretary of Transportation

RECOMMENDED BY:

Deputy Secretary for Finance and Administration
or Designee

uw
cm John D. Boylston
Deputy Secretary for Engineering or Designee

Attachment A Listing of Proposed Projects



- **S-442 (Argent Boulevard) (from US 278 to SC 170)**: 4-lane divided or 5-lane widening with multi-use paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (\$57,000,000).
- **US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd)**: 6-lane road widening for approximate 1 mile (\$15,000,000).
- **US 278 Corridor Phase 2 (Argent Blvd to I-95)**: 6-lane road widening for approximately 4.75 miles with two bridges (approx. 360 LF and 90 LF) (\$50,000,000).
- **SC 46/SC 170/SC 315 Intersection Improvements and Widening**: assume 1 mile widening with intersection improvements at SC 46 and SC 170 to potentially combine into 1 intersection (\$30,000,000).
- **US 17/US 321 Intersection Improvement**: skewed intersection in Hardeeville and may contain complicated right of way acquisition, assumes existing bridge over railroad can remain (\$4,000,000).
- **US 17 Widening (SC 315 to SC 170)**: 4-lane divided widening for approximately 2 miles (\$24,000,000).
- **SC 315 Widening from SC 170/SC 46 intersection to US 17**: 4-lane/5-lane widening for approximately 6 miles (\$41,500,000).
- **SC 336 Intersection Improvements (Grahamville Rd to SC 336)**: potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (\$5,000,000).
- **I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements**: Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (\$12,000,000).
- **I-95 Exit 22 Connector (US 278 to Bees Creek Road)**: new road with potential new bridge over I-95, dependent upon alignment and SCDOT's improvements for Exit 22 for approximate 3 miles: (\$36,000,000).

- **Glover Road (Bees Creek Road (S-13) to SC 462)**: Dirt road and paved road improvement – assume 2 lanes with R/W purchase for future widening (\$26,000,000).
- **US 278/SC 652 (Calf Pen Bay Road) Intersection Improvement**: A traditional intersection improvement on US 278 has been installed with left turn lane and right turn onto SC 652, but improvements were not incorporated on SC 652. Turn lanes with improved intersection realignment should be considered or a roundabout should be installed as this could be a key intersection for traffic calming for entrance to Ridgeland: (\$2,000,000).
- **SC 462 (SC 170 to Snake Road)**: 4-lane divided or 5-lane widening for approximately 3 miles and safety improvements for approximately 5 miles (\$56,000,000).
- **US 17/Mackay Point Road Intersection**: Realignment of S-27-37 to eliminate skewed intersection with Mackay Point Road and may involve improved access management on US 17, dependent on coordination with SCDOT, assume 0.6-mile realignment and intersection improvement: (\$5,000,000).
- **US 321/SC 336 Intersection Improvement**: skewed intersection in Tillman (\$2,500,000).
- **Reconstruction of Levy Road**: (\$10,000,000).

Attachment B Issue Escalation and Dispute Resolution Process

The purpose of this process is to define the different levels of management in County and SCDOT that have the authority and responsibility to make decisions when lower levels of staff are unable to resolve issues that may arise during the life of the Program. Such issues should be addressed promptly in order to minimize delays to the Program and to avoid negative impacts to the Program, County, and SCDOT. County and SCDOT agree that if an issue cannot be resolved by the normal process of communications between County or its designee and SCDOT's Program Manager, the following procedure will be adhered to by County and SCDOT. If County wishes to initiate the Issue Escalation and Dispute Resolution Process, Engineering Services Director or designee will submit a request to SCDOT's Program Manager.

This diagram describes the escalation process, personnel involved, and time limitations for resolution. Should resolution not be reached in the duration listed below, the next level of management will be informed of the issue and they will then be responsible to make a decision within the allotted time period as shown below. These allotted time periods may be changed based on mutual agreement of the managers working to resolve the issue. Decisions reached through this process will be recorded in writing and signatures of the responsible person from County and SCDOT will sign an acknowledgement of the decision made within two days of concluding the decision.

| SCDOT (PLANNING, DESIGN, RIGHT-OF-WAY ISSUES) | SCDOT (CONSTRUCTION ISSUES) | COUNTY | WORK DAYS |
|--|---|----------------------------------|--------------|
| Program Manager | Program Manager | Engineering Services Director | 2 |
|  | | | |
| Director of Preconstruction | Director of Construction | Engineering Services Director | 3 |
|  | | | |
| Deputy Secretary for Engineering | Deputy Secretary for Engineering | County Administrator | 5 |

The Deputy Secretary for Engineering shall review and make the final determination on unresolved issues pertaining to right-of-way, design, and construction for routes within or to be added to the State Highway System. Should the County Administrator and the Deputy Secretary for Engineering be unable to resolve other issues that may arise during the Program, either Party may request a resolution by the Dispute Resolution Board that shall hear the matter and reach a resolution to the dispute within 10 days. By majority decision of the Board, this 10-day time frame to reach a resolution may be amended. Provided, however, the Parties reserve any rights and remedies available to them at law and in equity.

Attachment C: Project Closure Checklist
Submitted by Jasper County
(Enter Project Name)
(Enter Date of Submittal)

The following documentation has been provided to SCDOT, in a format acceptable to SCDOT:

County's Initial

- 1) Copies of required environmental documents/permits
 - a. Report showing NEPA/Permit Commitments complied with
 - b. US Army Corps of Engineers Close-out report
 - c. Notice of Termination for NPDES Permit

- 2) Design documents
 - a) As described elsewhere in this Agreement
 - b) Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991), and in accordance with SCDOT's As-Built Construction Plans Supplemental Specification, latest version
 - c) Electronic files of the Final Project plans as described in the SCDOT's "Road Design Reference Material for Consultant Prepared Plans"

- 3) Right of way documents
 - a) Appraisals
 - b) Title search information
 - c) Deeds sufficient to convey to the SCDOT the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
 - d) Correspondence with property owners
 - e) Diaries or agents worksheets related to the acquisition of right of way

- f) All Utility Agreements and No Cost Letters with supporting documentation.
- g) Summary sheet showing all payments made by the County against each Utility Agreement.
- h) If applicable, all supporting information for cost increases to Utility Agreements.



4) Construction documents

- a) As-built drawings – As detailed in the IGA
- b) Test reports
- c) Daily construction diaries



5) Other documents

- a) Assignments to the SCDOT of all contractors' payment and performance bonds in connection with the Project and a copy of the Surety's Consent for final payment.
- b) Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
- c) DBE closeout obtained from SCDOT Office of Business Development, if federally funded and the Project had a DBE goal.

This is to certify that results of the tests on job control samples indicate that the materials incorporated into the construction work and the construction operation controlled by sampling and testing are in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of record sampling and testing. SCDOT concurrence was obtained in all instances in which materials did not conform to contract requirements.

DATED: _____

Jasper County

By: _____

Its: _____

DATED: _____

South Carolina Department of Transportation

By: _____

Its: _____

Attachment D
SCDOT Sample Invoice



South Carolina Department of Transportation

Remit To:

DEPARTMENT OF TRANSPORTATION
CASHIER
PO Box 191
COLUMBIA SC 29202
USA

Mail To:

| Invoice | |
|--------------------|------------|
| Invoice Date | 04/04/2022 |
| SAP Invoice Number | 2000536899 |
| Legacy information | 2000536899 |
| | 006 |
| Customer Number | 4016660 |
| Amount | 1,500.00 |

| ITEM | ITEM DESCRIPTION | AMOUNT |
|--------|--|----------|
| | Monthly lease of property at 2007 River Road | |
| 001 | Monthly Lease Johns Island -Rueger -April 2022 | 1,500.00 |
| Sample | | |

PAYMENT TERMS
Pay immediately w/o deduction

TOTAL
1,500.00

To ensure proper credit to your account, please make check payable to *South Carolina Department of Transportation* and include Invoice Number on check. Visa & Mastercard accepted. To make inquiries or payment call 1855GOSCDOT or (1-855-467-2368).

AGENDA
ITEM # 8C

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2026-29

RESOLUTION OF JASPER COUNTY COUNCIL

**APPOINTING AN AT-LARGE REPRESENTATIVE TO SERVE ON THE
LOWCOUNTRY COUNCIL OF GOVERNMENT BOARD OF DIRECTORS**

WHEREAS, Jasper County, as a member of the Lowcountry Council of Governments (the “Council”) is authorized pursuant to Article II, Membership and Representation of the Agreement Creating a Regional Council of Governments for the Geographic Area of Beaufort, Colleton, Hampton and Jasper Counties To Be Known as the Lowcountry Council of Governments (the “Agreement”) to appoint five members from Jasper County to the Council, and provide for at least one representative to the appointment category of Jasper County At-Large who is not an elected official from a member county and/or the participating municipality therein; and

WHEREAS; a vacancy now exists on the Lowcountry Council of Government Board of Directors; and

WHEREAS, Jasper County Council has determined that it desires to appoint _____ as the new Jasper County At-Large Board Member Lowcountry Council of Government Board of Directors; and

NOW THEREFORE, BE IT RESOLVED THAT _____ is hereby appointed by Jasper County Council to serve and as the new Jasper County At-Large Board Member Lowcountry Council of Government Board of Directors; and

BE IT FURTHER RESOLVED THAT the terms of this appointment shall be as set forth in Article II, Section 4 of the Agreement.

ADOPTED THIS THE 18th DAY OF May, 2026, and is effective immediately, by Jasper County Council duly assembled.

Resolution #R-2026-29

W.J. Rowell III, Chairman

Attest:

Wanda H. Giles, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

Jasper County Interim Attorney

Date



Serving **Beaufort • Colleton • Hampton • Jasper** Counties

April 16, 2026

Jasper County Council
358 Third Avenue
Ridgeland, SC 29936

Dear County Council:

I'm writing to request the appointment of one Jasper County representative to the Lowcountry Council of Governments Board of Directors.

Appointment category:

- Jasper County At-Large

The At-Large position is to be filled by a representative who is not an elected official from a member county and/or the participating municipality therein. We recommend an active, interested community member for this role.

The board of directors meets on the fourth Thursday bi-monthly at 6:00 pm (February, April, June, August, October, December). Meetings are cancelled when there is no activity requiring board action.

If you have any questions or need any additional information, please contact Debry Thompson, Board Clerk at dthompson@lowcountrycog.org or 843.473.3956 and forward your new appointment information to her as well. Thank you for your attention to this matter.

Sincerely,

Hank Amundson
Executive Director

Lowcountry Council of Governments

PO Box 98 | 634 Campground Road
Yemassee, South Carolina 29945
Main: 843.473.3990 Aging: 843.473.3991 Fax: 843.726.5165
www.lowcountrycog.org

AGENDA
ITEM # 8D

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2026-30

RESOLUTION OF JASPER COUNTY COUNCIL

FOR COUNCIL TO APPOINT AIRPORT COMMISSION APPOINTMENTS TO SERVE ON THE JASPER COUNTY AIRPORT COMMISSION

WHEREAS, the purpose of the Jasper County Airport Commission as per Chapter 2 Administration; Article IV, Division 7, Section 2-210 “Purpose” of the Jasper County Code of Ordinances is for the Jasper County Airport Commission shall be to act in an advisory capacity to the Jasper County Council regarding aviation matters, and exercise such powers and authorities as are committed to the airport commission pursuant to state law; and

WHEREAS, the Airport Commission, shall be composed of five members appointed by the Jasper County Council; and

WHEREAS, each Jasper County Council member shall nominate one person to serve as an Airport Commission Member. In the event the nominated person is not appointed by the council by majority vote, the councilmember making such nomination shall be entitled to nominate additional persons for consideration.

WHEREAS, the five seats for this Airport Commission have been identified numerically as shown below and follows:

Seat # 1-AC District – At Large,

Seat # 2-AC District – Robertville

Seat # 3-AC District – Pocotaligo

Seat # 4-AC District – Coosawhatchie; and

Seat # 5-AC District – Hardeeville; and

WHEREAS, at this time the following seats are available for appointment to the Jasper County Airport Commission;

Seat # 1-AC, Seat # 3-AC, and Seat # 5-AC are up for appointment for a 2-year term; and

WHEREAS, Councilman John Kemp would like to appoint Mr. James Williams for a 2-year term to Seat # 1AC - District – At Large for a term end date of 12.31.2027; and

WHEREAS, Chairman William Joseph (Joey) Rowell III would like to appoint Mr. Anthony Crisalli for a 2-year term to Seat # 3AC District – Pocotaligo for a term end date of 12.31.2027; and

WHEREAS, Vice Chairman Joseph Arzillo would like to re-appoint Mr. Chad Scott for a 2-year term to Seat # 5AC - District – Hardeeville for a term end date of 12.31.2027; and

NOW THEREFORE, BE IT RESOLVED THAT Mr. James Williams is hereby appointed by Jasper County Council to serve on the Jasper County Airport Commission for a 2-year term to Seat # 1AC - District – At Large for a term end date of 12.31.2027; Mr. Anthony Crisalli is hereby appointed by Jasper County Council to serve on the Jasper County Airport Commission for a 2-year term to Seat # 3AC District – Pocotaligo for a term end date of 12.31.2027; and Mr. Chad Scott is hereby re-appointed by Jasper County Council to serve on the Jasper County Airport Commission for a 2-year term to Seat # 5AC - District – Hardeeville for a term end date of 12.31.2027; and

BE IT FURTHER RESOLVED THAT the terms of this appointment shall be as set forth in Chapter 2 Administration; Article IV, Division 7: Airport Commission, Section 2-212 “Composition”, Paragraph D of the Jasper County Code of Ordinances is for the Jasper County Airport Commission.

This Resolution made effective as of the date hereof.

DONE, RATIFIED AND ADOPTED this 18th day of May 2026.

William Joseph Rowell III, Chairman
County Council of Jasper County, South Carolina

(SEAL)

Signature page to follow

ATTEST:

Wanda H. Giles
Clerk to County Council

Resolution R-2026-30
Adopted: May 18, 2026

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

Name

Date

Sec. 2-212. - Composition.

(a)

The airport commission shall be composed of five members appointed by the Jasper County Council. For convenience, the five seats shall be identified as numerical Seat #1-AC, Seat #2-AC, and so forth. Each councilmember shall nominate one person to serve as a commission member. In the event the nominated person is not appointed by the council by majority vote, the councilmember making such nomination shall be entitled to nominate additional persons for consideration.

(b)

The term of office for airport commission members shall be two years, and may serve for a total of three terms. Notwithstanding the foregoing, in order to implement the airport commission and provide for a staggering of terms, all presently serving members of the airport commission are terminated effective upon the appointment of the newly constituted airports commission, and even number seats shall for the initial term only have a term of three years, and thereafter even number seats will have two-year terms. All terms shall end on December 31. Members shall serve until their successors are appointed and qualified. Appointments to fill vacancies for an unexpired term shall expire at the scheduled time for that seat; provided that serving less than one-half of the term for that seat shall not count against the number of terms for which that appointee is eligible.

(c)

No member of the airport commission shall hold an elected public office.

(d)

Members of the airport commission shall meet the qualifications for appointments as set forth in [section 2-78](#) of the Code of Ordinances, may be removed by county council for the reasons as set forth in such section, and except as specifically provided for within this division, are subject to the other provisions of [section 2-78](#); provided, however, notwithstanding the residency requirement of [section 2-78\(a\)](#), non-residents owning businesses and/or properties in Jasper County may be appointed to fill no more than two commission seats; and all candidates should bring business and tourism experiences and acumen to the commission.

(e)

In addition to the five appointed commissioners, the county administrator, the Ridgeland town manager, and the airport manager shall serve as non-voting and ex-officio members of the airport commission.

AGENDA
ITEM # 8E

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

RESOLUTION # R-2026-21

**A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA
AUTHORIZING THE PURCHASE OF REAL PROPERTY; AND
OTHER MATTERS RELATED THERETO**

NOW THEREFORE, be it resolved by the County Council of Jasper County (the "**County Council**"), the governing body of the County of Jasper, South Carolina (the "**County**"), in a meeting duly assembled as follows:

Section 1 Findings. The County Council makes the following findings of fact in connection with the adoption of this resolution (this "**Resolution**"):

(a) The County is a political subdivision of the State of South Carolina (the "**State**"), and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities.

(b) John Douglas Rankin, Richard Merriman Rankin, and John L. Rankin ("**Sellers**") are the owners of a certain parcel of real property and improvements thereon, consisting of 22.497 acres in total identified by TMP No. 087-00-04-001 (the "**Property**").

(c) The County has identified this parcel of land as an ideal location to construct new fire station facilities and to replace the old fire station that served the Coosawhatchie Community within Jasper County, South Carolina, and County Council has determined that acquiring the Property is in the best interests of the County, contributes to the welfare of its residents, and is in furtherance of a valid public purpose of the County.

(d) The County, under the terms of this Resolution, plans to authorize the Purchase Agreement (as defined below), wherein the County intends to purchase the Property from the Sellers for the sum of \$650,000 (the "**Purchase Price**").

(e) The County Council hereby wishes to authorize the County Administrator of the County (the "**County Administrator**") to negotiate, execute, and deliver that certain Agreement to Sell and Purchase Real Property (the "**Purchase Agreement**") with respect to the Property, a copy of which is attached hereto as **Exhibit A**.

Section 2 Purchase of Property.

(A) Under the laws of the State, the County is authorized to acquire real property by purchase, and under such authority is determined to purchase the Property for the Purchase Price.

(B) The Purchase Agreement, and the terms thereof 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 A, 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 Purchase 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 Purchase 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 3 Authorization to Undertake Due Diligence Efforts. The County Council hereby authorizes the County Administrator to obtain environmental, geotechnical, and soil studies for the Property and to cause the performance of any other testing, investigation, or legal work as required for due diligence purposes as contemplated by the Purchase Agreement. The authorizations in this Section 3 expressly permit expenditure of funds and the engagement of engineers, consultants, and other professionals as necessary to perform and deliver any due diligent activities.

Section 4 Further Action. The County Administrator is hereby further authorized and directed to execute and deliver such deeds, agreements, certificates, authorizations, instruments, and other documents as may reasonably be necessary to effect the conveyance of the Property in accordance with this Resolution.

Section 5 Effective Date. This Resolution shall be effective as of the date of its adoption.

DONE, RATIFIED AND ADOPTED this _____ day of May 2026.

(SEAL)

W.J. Rowell III, Chairman
County Council of Jasper County, South Carolina

Attest:

Wanda H. Giles,
Clerk to County Council

EXHIBIT A

FORM OF PURCHASE AGREEMENT

of Purchaser's outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

4. **Survey.** Purchaser shall have the right, prior to closing, to have a licensed land surveyor, licensed in South Carolina, to prepare an updated boundary survey of the Properties (the "Survey"), which shall be certified to Sellers, Purchaser, and the title insurers.

5. **Inspection.** Purchaser hereby acknowledges and agrees that Purchaser has or will thoroughly inspect and examine the Property prior to closing. Purchaser is responsible for obtaining inspection reports from qualified professionals to assess the Property.

a) **Inspection Period.** Purchaser may cancel this Agreement at any time prior to the ____ day of _____, 2026 (the "Inspection Period"). Purchaser shall notify Seller in writing of its desire to cancel this Agreement. This Agreement shall be cancelled immediately upon Seller's receipt of written cancellation notice, and neither party shall have any further obligations hereunder.

b) **Right of Access for Inspection.** Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, survey and to make test borings, soil boring tests and any other tests which the Purchaser may deem necessary, at Purchaser's expense. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under Agreement.

6. **Closing.** The Closing occurs when Purchaser transfers the Purchase Price to Sellers and Sellers convey title of the Property to Purchaser.

a) **Closing.** The Closing shall occur on or before the ____ day of _____, 2026 ("Closing Date") at the office of Purchaser's attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) **Closing Costs and Prorations.** All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the Closing Date. All taxes for any years prior to 2026 shall be the responsibility of the Sellers. Sellers shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

7. **Brokerage Fees.** Sellers represent that the Property is not subject to a listing contract with any real estate broker. The Parties agree to indemnify and hold each other harmless

from any claim of commission by others arising by, through or on account of the acts of the Parties.

8. **Sellers' Delivery of Documentation.** Sellers shall deliver to Purchaser at or before the Closing Date (at such times as Purchaser may reasonably request) a Limited Warranty Deed, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated.

9. **Conditions Precedent.** Notwithstanding anything to the contrary stated herein, the obligations of Purchaser to purchase the property are expressly made subject to the Sellers' representations that as of the Closing Date the warranties and representations of Sellers shall be true and correct. The foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Sellers.

10. **Default.** If Purchaser or Sellers fail to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of Sellers' obligations under this Agreement, or terminate this Agreement with a written notice. If terminated, both Parties agree to cooperatively pursue their obligations set forth herein in good faith.

11. **Notices.** Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via mail, hand delivery or express overnight delivery service to the Sellers or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

TO PURCHASER:

Jasper County
Attn: James Iwanicki
Post Office Box 1149
Ridgeland, SC 29936
E-mail: jiwanicki@jaspercountysc.gov
(843) 717-3690

Copy to:

Jasper County
Attn: Thomas A. Bendle, Jr.
P.O. Box 40
Beaufort, SC 29901
Email: tbendle@hghpa.com
(843) 522-2400

TO SELLERS:

John L. Rankin
Richard Merriman Rankin
John Douglas Rankin
608 Gregorie Neck Rd.
Yemassee, SC 29945

WITH COPY TO:

Darell Thomas Johnson, Jr.
300 Main Street
Hardeeville, SC 29927
(843) 784-2142

12. **Assignment by Purchaser.** Purchaser shall have the right to assign this Agreement to a related entity by giving Sellers notice of such assignment (which shall include the name and address of the Assignee) together with an executed counterpart of the assignment wherein such Assignee assumes the performance of all of the terms and conditions of this Agreement on the part of the Purchaser to be performed.

13. **Condemnation.** In the event that at the time of Closing all or any part of the Property is acquired, or is about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof (or in the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency), Purchaser shall have the right, at its option, to terminate this Agreement, or to purchase only so much of the Property not condemned or under threat of condemnation, in which event the purchase price and terms shall be adjusted accordingly.

14. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale of real estate and is in no way to be considered a joint venture between the Parties. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

15. **Entire Agreement.** This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this agreement. No prior agreement or understandings, verbal or otherwise, of the Parties or their agent shall be valid or enforceable unless embodied in this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

17. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and

enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. **Amendment.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

19. **Authority.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or its has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to terms hereof.

20. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement, and, of any personal guarantees given in connection with this Agreement.

21. **Time is of the Essence.** The time and dates specified in this Agreement shall be enforced; however, the time and dates may be modified for reasonable cause when both Parties agree in writing to a reasonable extension.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

PURCHASER:

James Iwanicki
*Interim Jasper County Administrator, and duly
authorized signor per Jasper County Council*

WITNESSES:

SELLERS:

John L. Rankin

John Merriman Rankin

John L. Rankin

Exhibit A
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land located in the Coosawhatchie Township, Jasper County, South Carolina containing 22.497 acres, more or less, as shown on that certain Plat prepared for Jasper County Fire Department entitled "A Boundary-Division of Asbuilt Land Survey of TPN 087-00-04-001 located on Frontage Road West (U.S. Hwy.-17), Coosawhatchie Township, Jasper County, South Carolina" prepared by Michael R. Dunigan, S.C.R.L.S. No. 11,905, dated December 23, 2025 and filed in Plat Book ____ at Page ____ in the Office of the ROD for Jasper County, South Carolina. For a more particular description as to courses, distances, metes and bounds, reference is made to the aforementioned plat of record.

Save and except that certain parcel of land identified as "Tower Parcel" Site AW41022-A, containing 0.112 acres on the above referenced plat of record.

TMP: 87-00-04-001

AGENDA
ITEM # 9A

STATE OF SOUTH CAROLINA
COUNTY OF JASPER
Ordinance #O-2026-__
An Ordinance of Jasper
County Council

To provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1st, 2026 and ending June 30th 2027 and to make appropriations for said purposes; to adopt and approve the Jasper County capital and operations budget for fiscal year 2026-2027, to adopt and approve the Jasper County School District capital and operations budget for fiscal year 2026–2027; to provide for the levy of taxation for fiscal year 2026–2027; to limit the disbursements by the county treasurer to those appropriated by law; to provide that expenditures not exceed appropriations; to authorize tax anticipation notes; to make authorization of certain transfers; to provide for additional appropriations and borrowing; to codify Jasper County rates and fees; to provide for lapsing funds and continuing appropriations for subsequent years; to require certain agencies and departments to file accountings; to require the treasurer to sign general fund checks; to provide special rules for travel and training disbursements; to provide for travel reimbursements; to provide compliance with act no. 317 of 1990; to provide certain benefits to council members; to provide for county commission and committee stipends; to provide for jury mileage; to adopt property values; and to provide for effective date of this ordinance, and matters related thereto.

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

SECTION 1. Appropriation for Jasper County Capital and General Operations Budget. There is hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County Capital and Operational needs and for the purposes set forth for fiscal year 2026 – 2027:

**JASPER COUNTY
CAPITAL AND GENERAL OPERATIONS BUDGET
FISCAL YEAR 2026-2027**

| REVENUE | | EXPENDITURES | |
|---------------------------------------|-----------------------------|--------------------------------------|-----------------------------|
| County Property Tax Levy | \$ 50,410,800 | Emergency Services | \$ 13,838,795 |
| Local Option Sales Tax | \$ 8,794,000 | Sheriff | \$ 12,305,330 |
| Fee in Lieu | \$ 2,375,000 | Detention Center | \$ 6,980,775 |
| S.C. Local Government Fund Allocation | \$ 1,490,100 | Engineering Services and Solid Waste | \$ 5,631,300 |
| Delinquent Taxes | \$ 1,100,000 | Agency Appropriations | \$ 2,201,257 |
| All Other Revenue | <u>\$ 7,371,200</u> | All Other Expenditures | <u>\$ 30,583,643</u> |
| | | | |
| Total Revenue | \$ 71,541,100 | Total Expenditures | \$ 71,541,100 |
| | | | |
| Jasper County Rural Fire District | \$ 3,815,000 | Jasper County Fire and Rescue | \$ 3,815,000 |
| County Debt Tax Levy | <u>\$ 1,909,500</u> | County Debt | <u>\$ 1,909,500</u> |
| | | | |
| County Grand Total | <u>\$ 77,265,600</u> | County Grand Total | <u>\$ 77,265,600</u> |

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

SECTION 2. Appropriation for Jasper County School District Capital and General Operations Budget. There is hereby appropriated to the School Operations Budget the remaining non-appropriated funds collected through School District ad valorem taxation in Fiscal Year 2025-2026, which were in excess of School District funds appropriated by the FY 2025- 2026 budget ordinance. There is further hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County School District Capital and Operational needs and for the purposes set forth for fiscal year 2026 - 2027:

**JASPER COUNTY SCHOOL DISTRICT
CAPITAL AND GENERAL OPERATIONS BUDGET
FISCAL YEAR 2026-2027**

REVENUES

| | |
|---------------------|---------------------|
| School Property | |
| Operations Tax Levy | \$ 35,440,400 |
| School Debt | <u>\$ 9,547,500</u> |
| School Grand Total | \$ 44,987,900 |

APPROPRIATIONS

| | |
|---------------------|---------------------|
| School District | |
| Operations Tax Levy | \$ 35,440,400 |
| School Debt | <u>\$ 9,547,500</u> |
| School Grand Total | \$ 44,987,900 |

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

| | Millage |
|-----------------------------------|----------------|
| County Operating | 132.000 |
| County Debt | 5.000 |
| Jasper County Rural Fire District | 25.000 |
| School Operating | 164.000 |
| School Debt | <u>25.000</u> |
| Total Mills | <u>351.000</u> |

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

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

SECTION 6. Tax Anticipation Notes Authorized. For the purpose of paying in cash for the foregoing and all other general ordinary County expenses for Fiscal Year 2026-2027 as authorized by this ordinance or by any other appropriation ordinance hereafter passed in and for said fiscal year, the County Council of Jasper County is hereby authorized, empowered, and directed to borrow from time to time as may be necessary on the official note or notes of Jasper County, or other evidence or evidences of indebtedness, in anticipation of the collection of the taxes herein levied, provided that all loans made from private persons, firms, or corporations shall not exceed \$6,000,000 in the aggregate. Such borrowing shall be sold in such manner and upon such terms as the County Administrator shall deem in the best interest of Jasper County, upon the advice of the County's financial advisor and counsel. Such borrowing may take the form of a public or private sale, as deemed appropriate by the Administrator. Such sum or sums so borrowed shall constitute a valid and prior claim against the said taxes herein levied and against Jasper County and shall also be secured by a pledge of the full faith, credit, and taxing power of Jasper County. The Administrator, and any other officers or staff of Jasper County as are deemed by the Administrator necessary or convenient to the accomplishment of the borrowing authorized herein, are hereby authorized to execute all agreements, contracts, certificates, undertakings, disclosures, and other documentation as is convenient or necessary to facilitate such borrowing.

SECTION 7. Authorization of Transfer of Funds. Each department head is permitted, subject to the County Administrator's (or his designee's) approval, to transfer appropriation(s) between object classifications codes within that department. Transfers from objects 2000 through 2080 (personnel codes) are not permitted under any circumstances without the approval of the County Administrator. The County Administrator is permitted, when it is in the best interest of the individual County departments or agencies, to transfer appropriations between departments (from one department to another department) and between the County's General Fund, Capital Projects Fund and Capital Improvements Fund (from one fund to another fund up to \$50,000).

SECTION 8. Additional Appropriations and Borrowing. If circumstances arise which, in the judgment of a majority of County Council, require the expenditure of a greater amount than herein above enumerated then the County Administrator shall have and is hereby given the right by this Ordinance to transfer funds between the County's General Fund, Special Revenue Funds, and Capital Projects Funds and may also appropriate available funds for a purpose not mentioned or referred to in this Ordinance, and the County Treasurer is authorized to borrow, if necessary, such amount as may be required to meet such increases or additional appropriations and may pledge the full faith and credit of Jasper County for the payment of the amount borrowed. Should actual funding sources be greater than projected in this Ordinance, the County Administrator may revise budgeted revenues and expenditures or direct the increase to be held for future year's disbursements.

SECTION 9. Jasper County Rates and Fees. The rates and fees attached hereto that are not included or provided for by either South Carolina law or other Jasper County law shall

hereby be declared to be part thereof this Ordinance and shall be followed during implementation of the Fiscal Year 2026-2027 Budget for Jasper County.

SECTION 10. Lapsing of Funds and Continuing Appropriations for Subsequent Year.

Budget appropriations of monies received by County departments and existing at the close of the fiscal year shall revert to the appropriate fund of the County. Departments wishing to carry over appropriations into the next succeeding fiscal year must submit the request in writing to the County Administrator no later than August 1, 2026, for approval by the County Council. These carryovers must be for specific items budgeted in the 2025 - 2026 fiscal year for which unforeseen circumstances prevented the funds from being spent during the current year. Any “excess” funds accumulated at the end of the fiscal year shall be used only with the approval of County Council either to fund capital assets or other expenditures needed by the County or placed in the appropriate reserve fund by the County Administrator. Departments charged with the proper keeping and reporting of County accounts shall maintain both revenue and expenditure ledgers, and under no circumstances, except in such instances as over-payment errors, authorized transfers, or supplemental appropriations, shall entries except those enumerated in this Ordinance, be recorded on appropriations and/or expenditure ledgers.

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

SECTION 11. Agencies and Departments to File Accounting.

Agencies or departments receiving appropriated funds under this ordinance, at the County Council’s request, shall file an accounting for use of such funds. This accounting shall be available for examination or inspection by the citizens of Jasper County.

SECTION 12. Treasurer to Sign Checks.

The Jasper County Treasurer or the Treasurer’s designee shall sign all general fund checks.

SECTION 13. Special Rules for Travel and Training Disbursements.

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

SECTION 14. Travel Reimbursements.

All Jasper County employees who have reason to travel outside of Jasper County on official County business shall be reimbursed for same with respect to the County mileage rate and the latest approved subsistence schedule both of which are published in the Jasper County Personnel Policies and Procedures Manual. All out of state travel must be approved in advance by the County Administrator.

SECTION 15. Compliance with Act No. 317 of 1990.

Section 1 of the Fiscal Year 2026–2027 Budget Ordinance contains provisions for the rollback against County property tax

of \$5,892,000 of local option sales tax revenue for the fiscal year 2025-2026, and \$1,076,900 carry-forward from fiscal year 2024. The \$6,968,900 meets or exceeds the amount required as rollback in Act No. 317, 1990 Acts and Joint Resolutions 1822. All other local option tax discount revenue shall become general fund expenditures, as budgeted in the Fiscal Year 2026-2027 Budget. The local option sales tax discount factor for Fiscal Year 2026-2027 shall be .0007 which determines the amount of discount on individual tax bills. The factor was determined by using the formula prescribed by Act No. 317, 1990 Acts and Joint Resolutions 1822.

SECTION 16. Council Member Benefits. The Council Members wishing to be on the County Health Insurance Plan may do so under the same guidelines as the other County employees. Council Members, who do not choose to be on the County's Health Insurance Plan, may be compensated with additional benefits not to exceed the value of a County employee's health insurance benefit paid by the County. Additional benefits that may be offered in lieu of health insurance include, but are not limited to, life insurance, dental insurance, existing 401K, new 401K accounts, existing IRA accounts or new IRA accounts, deferred compensation and credit union. These benefits will be limited to those plans already in place by the County and the County Administrator will have full discretion as to which benefits are offered. These benefits may not be exchanged for monetary compensation under any circumstances.

SECTION 17. Commission and Committee Stipends. This budget ordinance limits the payment of stipends to members of the Jasper County Planning Commission to one stipend per month in the amount of \$100.00. These stipends shall be paid providing the member attends the scheduled meeting. A quorum of the committees must be in attendance at the scheduled meeting for the stipend to be paid. The Board of Assessment Appeals and the Board of Zoning Appeals members will be paid an annual stipend of \$500.00.

SECTION 18. Juror Mileage. The Clerk of Court is hereby authorized and required to reimburse jurors for mileage for each day's attendance upon court at the current Internal Revenue Service published rate for mileage.

SECTION 19. Property Values Adopted. The property values established by the County Auditor, County Assessor and the South Carolina Department of Revenue, based on Dec. 31, 2025, valuation are adopted and ordered implemented for tax year 2026.

SECTION 20. Effective Date. This ordinance shall take effect on July 1, 2026.

Jasper County Council

BY: _____
W.J. Rowell III, Chairman

ATTEST:

Wanda H. Giles, Clerk to County Council

First Reading: 5/18/2026

Second Reading:

Public Hearings:

Adopted:

Reviewed for form and draftsmanship by the Jasper County Attorney.

Jasper County Attorney

Date