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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](mailto: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](mailto:comments@jaspercountysc.gov) by 1:00 PM on Monday, April 20, 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](http://www.jaspercountysc.gov)



# JASPER COUNTY COUNCIL COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Building  
358 Third Ave., Ridgeland, SC. 29936  
Monday, April 20, 2026

## AGENDA

### 4:00 PM: Workshop

#### Jasper Telfair PDD and Development Agreement

The Traffic Impact Study is a very large document, so here is a link to the Traffic Impact Study provided by Ms. Wagner: [PDF Jasper Telfair TIS 111825 SS.pdf](#)

### 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.

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#### CONSENT AGENDA ITEMS:

A) Approval of the Minutes 11.03.2025:

B) Lisa Wagner – 3<sup>rd</sup> Reading of Ordinance [#O-2026-10](#) of Jasper County Council to amend the Official Zoning Map of Jasper County so as to transfer a property located along Elaine Farm Road, bearing

Jasper County Tax Map Number 040-00-02-150 consisting of 8.0 acres from the Rural Preservation Zone to the Residential Zone. (1st Reading 03.02.2026).

C) Lisa Wagner – 3<sup>rd</sup> Reading of Ordinance [#O-2026-11](#) of Jasper County Council to amend the Official Zoning Map of Jasper County so as to transfer a property located along Kato Bay Road, bearing Jasper County Tax Map Number 044-00-02-001, consisting of 11.2 acres from the Residential Zone to the Industrial Development Zone. (1st Reading 03.02.2026).

D) Lisa Wagner – 3<sup>rd</sup> Reading of Ordinance [#O-2026-12](#) of Jasper County Council to amend the Official Zoning Map of Jasper County so as to transfer a property located along Tarboro Road, bearing Jasper County Tax Map Number 047-00-01-012 consisting of 43.78 acres from the Residential Zone and Rural Preservation Zone to the Rural Preservation Zone on the Jasper County Official Zoning Map. (1st Reading 03.02.2026).

*[This is the end of the Consent Agenda Items.](#)*

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#### 5. Executive Session SECTION 30-4-70.

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(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 Administrator](#); (2) [County Attorney](#)

(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 #028-01-00-001, #028-01-00-002 and #028-01-00-003.](#)

(2) [Tax Map #091-00-01-029](#)

(3) [Potential Sale of Property – Cypress Ridge Business and Industrial Park](#)

(4) [Discussion of legal matters currently being handled by outside counsel for the Clerk of Court office](#)

(5) [Discussion regarding the potential contractual purchase of property located at 544 Third Avenue, Ridgeland.](#)

(6) [Use of Title IV Unit cost money and transfer of funds](#)

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.*

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**6:00 PM: Regular Session**

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- 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.*

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6. PRESENTATIONS:

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A) **Rev. Donald Sheftall**: Discussion and presentation to address Single Member Districts

B) **Zachary Garrett, New Director of the Morris Center for Lowcountry Heritage**: Presentation to provide an update on the current status of the Morris Center to include the following information: what they are working on, where they are at, what they hope to accomplish, and their commitment to working with the County to benefit our community.

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7. CITIZEN COMMENTS:

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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.

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8. RESOLUTIONS

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A) **Eric Larson** - Consideration of Resolution [#R-2026-20](#) of Jasper County, South Carolina, approving the donation of Beaufort-Jasper Water and Sewer Authority capacity credits to the Beaufort-Jasper Housing Trust to fund fifty residential units in Jasper County and authorizing the County Administrator to execute the documents effectuating the donation.

B) **Deputy Director John Smith** – Consideration of Resolution [#R-2026-21](#) of Jasper County, SC. Authorizing the Purchase of Real Property; and other matters related thereto. (Coosawhatchie Fire Station)

C) **Kimberly Burgess** - Consideration of Resolution [#R-2026-14](#), a Resolution of Jasper County, South Carolina County Council Resolution approving the State Accommodations Tax Advisory Committee Members *(This item was tabled at the 04.06.2026 Meeting)*

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9. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

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A) **Eric Larson** - **Public Hearing** and **2<sup>nd</sup> Reading** of Ordinance [#O-2026-15](#) authorizing the execution and delivery of a Special Source Revenue Credit Agreement by and between Jasper County, South Carolina and Daly Organics LLC, a company also known as Project Heat, with respect to certain economic development property in the County, whereby such property will receive Special Source Revenue Credits; and other matters related thereto. *(1<sup>st</sup> Reading 03.16.2026)* (Project Heat)

B) **Eric Larson** – **Public Hearing** and **2<sup>nd</sup> Reading** of Ordinance **#O-2026-16** of Jasper County Council to Authorize a Settlement Agreement with Jasper County Radio Control Chapter No. 5096 of the Academy of Model Aeronautics, Inc. (1<sup>st</sup> Reading 04.06.2026)

C) **Keith Horton, Clerk of Court** - Budget Request Justification – Courthouse Bag Scanner

D) **Eric Larson** - Presentation and Consideration for Approval of bid and FAA Grant application submittal for the Ridgeland - Claude Dean Airport - 2026 TAXILANE WIDENING AND HELIPAD PROJECT

E) **Eric Larson** - Presentation and Consideration for Approval of bid and FAA Grant application submittal for the Ridgeland - Claude Dean Airport -- 2026 EMERGENCY GENERATOR PROJECT

F) **Lisa Wagner** – **Public Hearing** and Consideration of the **2<sup>nd</sup> Reading** of Ordinance **#O-2025-33** to amend Jasper County Zoning Ordinance, Article 5, *Zoning District Regulations*, to add one (1) new primary zoning district, Village Commercial (VC), one (1) new overlay district, Euhaw Overlay District (EOD); amend Article 6, *Use Regulations*, to add uses for the VC zoning district; amend Article 7, *Primary Districts*, to add lot size, lot width, and setback requirements for VC zoning district, amend minimum lot width requirements in other zoning districts, and amend riparian buffer requirements; amend Article 8, *Special Purpose Districts*, to add a new section, Article 8:9 Euhaw Overlay District, which includes design standards and requirements for the Euhaw Overlay District (EOD); amend Article 11, *Conditional Use Review and Regulations*, to add conditions for certain uses; amend Article 15, *Sign Regulations* to add standards for the VC zoning district; amend the Jasper County Official Zoning Map to re-zone some properties within the Euhaw Broad River Planning Area to the Rural Preservation-Zoning District and the Village Commercial Zoning District; and other matters related thereto. (1<sup>st</sup> Reading 07.15.2024; 2<sup>nd</sup> reading tabled 11.03.2025; Public Hearings 09.19.2024; 05.05.2025)

G) **Wanda Giles** – Consideration of a Discussion and Update of Open Positions for appointment on Lowcountry Council of Governments (LCOG) and the Jasper County Board of Zoning Appeals (BZA).

H) **Jim Iwanicki** - Consideration of approval of professional architectural services contract for the Coosawhatchie Community Center associated with RFQ #2026 – 1 Indefinite Delivery Services – Architectural with McMillian Pazdan Smith Architecture, LLC for actual cost not to exceed \$82910.00.

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10. Administrator’s Report:

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11. Councilmember Comments and Discussion

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12. Adjournment:

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**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@jaspercourtysc.gov](mailto:jadministrator@jaspercourtysc.gov) no later than 48 hours prior to the scheduled meeting.

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## Jasper County Planning and Building Services

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

Lisa Wagner, CFM  
Director of Planning and Building Services  
[lwagner@jaspercountysc.gov](mailto:lwagner@jaspercountysc.gov)

### Jasper County Council Staff Report

|                        |                                                                                                                                               |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>   | April 20, 2026                                                                                                                                |
| <b>Project:</b>        | 1) Zoning Map Amendment and Concept Plan – Planned Development District (PDD) – Jasper Telfair<br>2) Development Agreement for Jasper Telfair |
| <b>Applicant:</b>      | Jasper Telfair One, LLC<br>Mark Barineau                                                                                                      |
| <b>Tax Map Number:</b> | 037-00-02-014, 037-00-02-017, and 037-00-02-018                                                                                               |
| <b>Submitted For:</b>  | Workshop                                                                                                                                      |

**Description:** Jasper Telfair, LLC is requesting approval to have three (3) parcels designated as a Planned Development District (PDD) for a commercial project. A Development Agreement is proposed, which would ensure that the applicant or developer will be responsible for building the required infrastructure, including any traffic mitigation and roadway improvements as recommended in the traffic impact study, among other things that may need to be mitigated. The project site consists of three (3) parcels, totaling approximately 30 acres and is located at the intersection of Highway 17 (Speedway Boulevard) and Highway 315 (South Okatie Highway). The properties are currently zoned General Commercial.

At the March 16, 2026, County Council Meeting, it was determined that a workshop should be held prior to 3<sup>rd</sup> Reading to discuss traffic. The Council Members suggested having a Representative from SCDOT attend the workshop to address their concerns about the proposed traffic mitigation. Staff contacted SCDOT's traffic engineer who reviewed the traffic study. SCDOT's traffic engineer agreed to attend the meeting but has now declined the invitation. Staff hopes to receive some written comments prior to the workshop.

**Analysis:** Two (2) access points are proposed, one (1) full access point on Speedway Boulevard (Highway 17) and one (1) limited right turn only on South Okatie Highway (Highway 315). A traffic impact study (TIS) was prepared by Lowe Engineers, revised November 18, 2025. The TIS shows that 1,322 new daily vehicle trips are anticipated to be generated with 180 new trips occurring during the AM peak hour (139 inbound and 41 outbound) and 179 new trips occurring during the PM peak

hour (42 inbound and 137 outbound). The study was based on the development being used equally for warehousing and industrial park uses. The study recommends installing a northbound right turn storage lane of 100' and a southbound left turn storage lane of 200' on Highway 17. The study also recommends installing an eastbound right turn storage lane of 100' with 100' taper and a westbound left turn storage lane of 200' on Highway 315.

While the developer proposes to provide the mitigation measures as outlined in the TIS, staff recommends the following:

#### US 17 Drive

The driveway should be moved as far south as possible while making sure it has the appropriate spacing away from the neighboring property driveway.

- Allow right out only.
- Allow right and left turn in, with a 200-foot storage bay on US 17 for left turns plus an appropriate length deceleration taper/lane. Appropriate right turn lane, acceleration and decelerations for both left and right turns.

#### SC 315 Drive

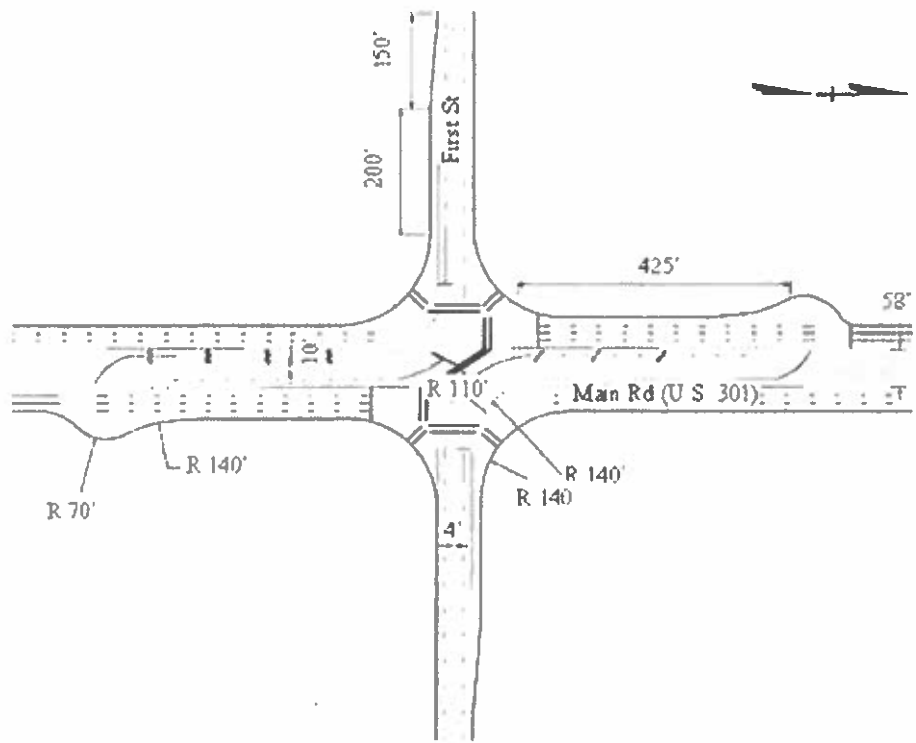
- Allow right out
- Allow right and left turn in. Appropriate right turn and left turn lanes, tapers, acceleration, and deceleration lanes.

While SCDOT is agreeable with the revised traffic study based on the recommended mitigation, they are also agreeable to Jasper County's recommendation to restrict any left turns coming out of the proposed development.

Mr Iwanicki and Mr. Larson have both reviewed the TIS. Attached is an illustration showing a median turn around with a bulb out for traffic. This would allow traffic who want to travel south an area to turn around after turning right out of the project site on Highway 17.

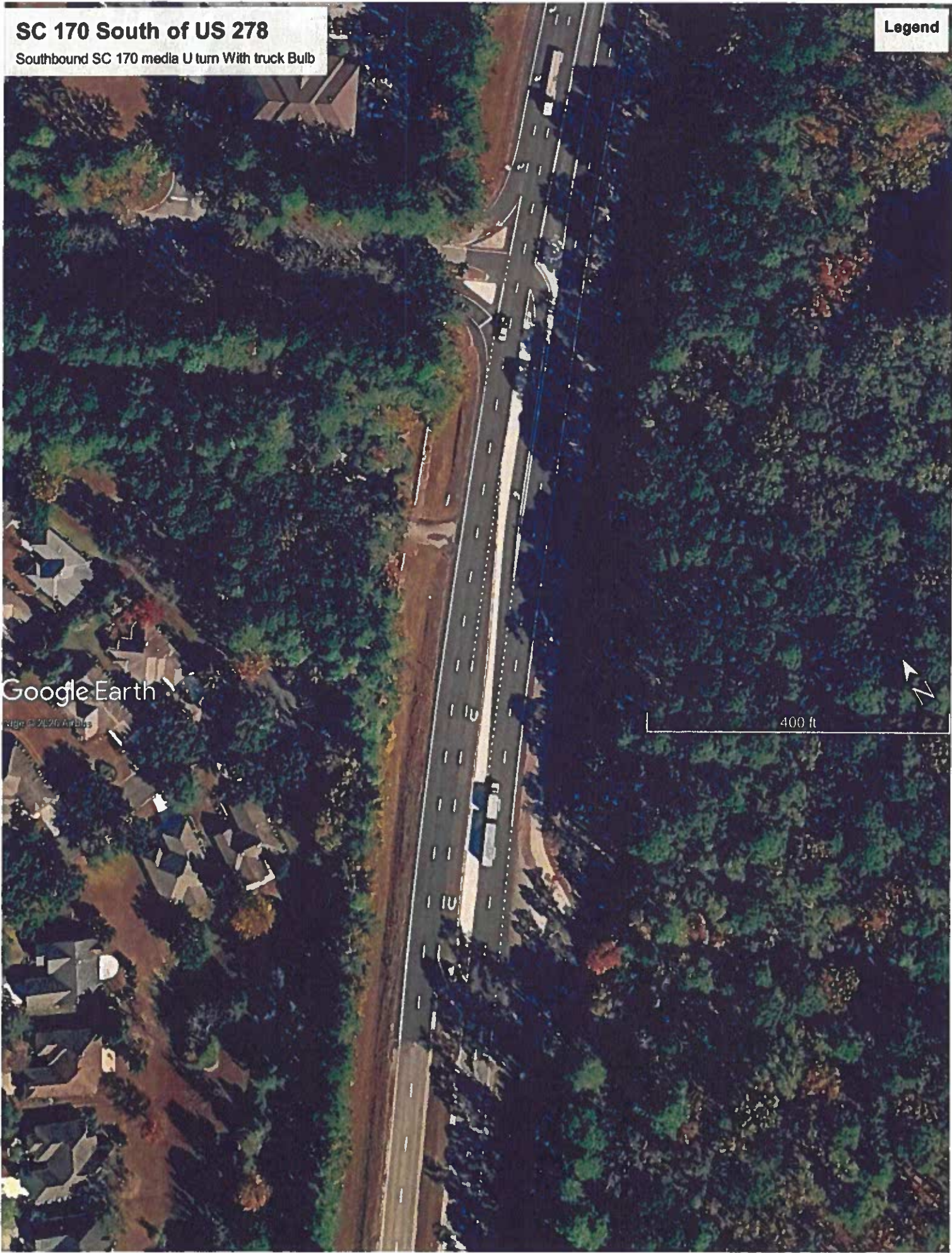


Figure 2: Proposed Access Plan



**SC 170 South of US 278**  
Southbound SC 170 media U turn With truck Bulb

**Legend**



Google Earth

Image © 2020 Airbus

400 ft



CONSENT  
AGENDA  
ITEM # 4A



# JASPER COUNTY COUNCIL COUNCIL WORKSHOP AND MEETING

Jasper County Clementa C. Pinckney Government Bldg  
358 Third Ave., Ridgeland, SC. 29936

Monday, November 3, 2025

## Minutes

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

Note: Vice Chairman Rowell had to leave at 5:53 PM due to a fire at work. He returned to the Council Meeting at 7:40 PM during Item # 15.

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

### 5:00 PM Workshop:

- Review of the Euhaw Overlay District, the RP-10 Zoning District, and the Village Commercial Zoning District.

The Jasper County Council held a workshop to review and discuss the Euhaw Overlay District, the RP-20 Zoning District and the Villages Commercial Zoning District. Ms. Lisa Wagner and Ms. Denise Grabowski of Symbiosity were present to provide a review of the Euhaw Overlay District, the RP-10 Zoning District, and the Village Commercial Zoning District. Presentations of several zoning proposals, including the creation of a Village Commercial district to regulate the aesthetics of business development, and the proposed RP-10 zoning were discussed along with private property rights. The Euhaw Overlay District was proposed to protect rural character and natural resources; the RP10 Zoning District was proposed for larger rural properties; and the Village Commercial Zoning District was proposed for properties along Hwy 462 to help regulate commercial growth through architectural restrictions. Significant discussion points included increased traffic, traffic concerns, RP10 concerns, infrastructure, environment, Planned Development Districts, and citizen impact. One of these focuses was on how to manage growth and protect natural resources. After some discussion, Ms. Grabowski requested clear direction on the Council's intent. She explained that RP10 was designed to manage overall density (one unit per 10 acres) while maintaining contiguous natural systems, but acknowledged the controversy surrounding it.

To address these issues, the council directed staff to simplify the plan by removing the controversial RP-10 designation while maintaining protections against large-scale subdivisions. The meeting concluded with a decision to delay further until more information could be provided in December.

**Motion to adjourn the workshop:** Councilman Ceccarelli

**Second:** Councilman Arzillo

**Vote:** Unanimous

The workshop adjourned.

6:00 PM Council Meeting

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

Chairman Kemp 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](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.

### **1. Call the Council Meeting to Order by Chairman Kemp**

*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:** Chairman Kemp led the Pledge of Allegiance, and the Invocation was given by Councilman VanGeison.

### **3. Approval of the Consent Agenda:**

**Motion to approve:** Councilman VanGeison

**Second:** Councilman Arzillo

**Vote:** Unanimous

The motion passed.

### **3A. Approval of the Regular Agenda:**

Chairman Kemp noted that the following changes needed to be made to the agenda: Removal of Item # 8; the removal of Item # 17 until the 12.15.2025 meeting; and add the Treasurer to Executive Session under the section for number 2.

**Motion to approve with the noted changes:** Councilman VanGeison

**Second:** Councilman Ceccarelli

**Vote:** Unanimous

The motion passed.

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**AGENDA ITEMS FOR THIRD READING:**

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**4. Lisa Wagner – Consideration of the 3<sup>rd</sup> Reading of Ordinance #O-2025-29 to amend the Official Zoning Map of Jasper County so as to transfer a property located along Smith Manker Road, bearing Jasper County Tax Map Number 051-00-11-003, consisting of 5.09 acres from the Rural Preservation Zone and Residential Zone to the Residential Zone on the Jasper County Official Zoning Map. (1<sup>st</sup> reading 09.15.2025; Public hearing and 2<sup>nd</sup> reading 10.20.2025)**

**Motion to approve:** Councilman VanGeison

**Second:** Councilman Arzillo

**Vote:** 3 yes votes and 1 no vote by Councilman Ceccarelli

The motion passed.

**5. Lisa Wagner – Consideration of the 3<sup>rd</sup> Reading of Ordinance #O-2025-30 to amend the Official Zoning Map of Jasper County so as to transfer a property located at 398 Mendez Farm Road, bearing Jasper County Tax Map Number 040-00-02-105, consisting of 1 acre from the Rural Preservation Zone to the Residential Zone on the Jasper County Official Zoning Map. (1<sup>st</sup> reading 09.15.2025; Public hearing and 2<sup>nd</sup> reading 10.20.2025)**

**Motion to approve:** Councilman Arzillo

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed

**6. Lisa Wagner – Consideration of the 3<sup>rd</sup> Reading Ordinance #O-2025-31 to Amend the Jasper County Land Development Regulations, Article 2.1.4, Minor Site Plan to add site improvements to the definition of Minor Site Plan. (1<sup>st</sup> reading 09.15.2025; Public hearing and 2<sup>nd</sup> reading 10.20.2025)**

**Motion to approve:** Councilman Ceccarelli

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

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**CONSENT AGENDA**

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**7. Approval of the Minutes 06.23.2025, 06.25.2025, 06.30.2025, and 07.02.2025**

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## **MOTION TO RECONSIDER AN ITEM:**

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*8. Kimberly Burgess – Motion to Reconsider Approval of Ordinance O-2025-28 – This item was removed from the agenda during the agenda approval.*

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## **PRESENTATIONS:**

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### **9. Misael Garzon, LCOG Representative - LowCountry Council of Government (LCOG)**

Mr. Misael Garzon, LCOG Representative provided an update following attendance at the NATO conference in Salt Lake City, Utah, focusing on efficiency, economic workforce development, and collaboration. He discussed Funding Strategy including the Tax Increment Funding (TIF) as a strategy used by other communities to use future tax revenue based on increased property values to fund public service projects. He discussed the SC DOT Projects and the amount allocated for road projects in Jasper County, covering 129 miles, including a large part dedicated to the I-95 widening project. He discussed the Economic Statistics (as of October 1st) for Jasper County's unemployment rate and the average hourly wage. HUD Funding was discussed regarding the SC Department of Commerce taking feedback for the 2026 to 2030 consolidated plan for HUD funding, which greatly benefits rural communities. He also discussed the fact that although grant funding has fluctuated, the LCOG staff continue to look for grant opportunities to ease the burden on taxpayers. Council requested a list of specific grants applied for in Jasper County.

### **10. Lyn Boyles – Keep Jasper Beautiful Report and Strategic Plan.**

Ms. Boyles was present to provide the Council with the Keep Jasper County Beautiful July 1 – September 30, 2025, Quarterly Report and she noted some of the following information:

- 10.2 tons of litter collected by volunteers
- 5.6 tons of litter collected by litter crew (11,200 lbs./6 miles per pick up, that includes both sides of road which is considered 12 miles)
- 15.8 tons of litter collected total
- 411 volunteers participated for quarter
- 1027.5 volunteer hours
- Litter index for jasper county 2.2 (scale of 1-4)
- Education workshops 2/reached 580 students
- Community workshops 1/reached 35 citizens
- Community event 1/reached 350 citizens
- Adopt A Highway groups 30
- Court Appointed Community Service 8/75 hours per person=600 hours
- Litter Fines Issued \$3474.50
- KJCB was awarded the President's Circle Award of Keep America Beautiful and Palmetto Pride

- KJCB was in the top 5% in the state of South Carolina for litter pick up (this is competing with counties that have 5-10 full time employees in their litter control departments)
- KJCB HAS INITIATED A NEW Adopt A Campus Program with Jasper County schools. our program is the model for all South Carolina affiliates.
- KJCB has initiated the Litter Free Game for our school's athletic programs
- SC Department of Natural Resources Game Wardens Region 4 received the Golden Trashcan Award for their litter prevention efforts to protect our natural resources. Jasper County DNR is part of this unit and KJCB assisted with securing fines, citations, and hours of litter patrol.

Ms. Boyles provided the following information regarding Partnerships:

- Palmetto Pride
- Keep South Carolina Beautiful
- Keep America Beautiful
- Jasper County
- Town of Ridgeland
- City of Hardeeville
- SCDOT
- SCDNR
- Jasper County Sheriff Office
- Hardeeville Police Department
- Ridgeland Police Department
- Public Works
- 14<sup>th</sup> District Solicitor's Office
- Hardeeville Municipal Court
- SC Department of Probation, Pardon & Parole
- Beaufort, Hampton, Colleton, Allendale, KSCB affiliates
- Jasper County Schools

Ms. Boyles provided the following ongoing projects:

- Facebook & social media continues with average of 2000 engagements monthly
- Advertising campaigns of digital billboards and digital marketing
- 12 illegal dumping signs throughout the county with 15 cameras
- Annual "Tarp It or Tick It" at Hardeeville and Ridgeland recycle centers

Ms. Boyles provided the 18-month Strategic Plan for the Council agenda e-packet that covered the following information:

## **LITTER PREVENTION**

- Jasper County Schools  
Meet with all schools to educate litter prevention and develop partnerships  
Develop litter cleanups  
Involve student volunteers  
Adopt a Campus (a new program initiated throughout SC by KJCB)
- Business Improvement & Partnerships  
Make list of potential businesses to help meet KJCB Mission  
Meet with businesses and develop partnerships  
Host a Business After Hours with JCCC  
Partner with Businesses for Adopt A Highway
- Coordinate litter crew litter pick ups with Ridgeland, Hardeeville & Jasper County  
Use our litter index to target the most littered areas  
State & County hot spot & road litter drives  
Set a target % increase of pick-ups for end year FY to achieve

Set a target % increase of volunteers for end of FY to achieve

- Earth Day  
Partner with City of Hardeeville Earth Day event  
Partner with Beaufort, Hampton, Colleton counties for regional Earth Day litter Drive  
Partner with Town of Ridgeland Earth Day Litter Drive
- Jasper County Law Enforcement  
Partner with JCSO, SCDNR, RPD, HPD issue litter fines  
Partner with 14<sup>th</sup> Circuit Solicitor's Office for PTI hours  
Annual "Tarp It or Tick It" Ridgeland & Hardeeville recycle centers
- Partner with Municipal Court for PTI hours
- Partner with SC Department Probation, Parole & Pardon Services

## **WASTE REDUCTION/RECYCLING**

- What can be recycled?  
Find out what can be recycled by working with KSCB State Leaders and SCDES
- Training from DES to KJCB Board on what can and cannot be recycled
- Research the RecycleRightSC Campaign  
Determine what is most needed for Jasper County regarding recycling  
What is recycling rate for Jasper County  
Create list of what can be recycled in Jasper County and where

Ms. Boyles also provided Jasper County's ROI: For every dollar invested in litter removal and prevention efforts, Jasper County avoided \$5 in cost. These costs can include reduced maintenance costs for roads and public spaces, lower cleanup costs for litter and debris, decreased environmental damage from litter, and

reduce impact on local businesses and tourism. By investing in litter prevention and removal, Keep Jasper County Beautiful not only beautifies our community but also saves taxpayers dollars. She noted that Keep Jasper County Beautiful is a part-time position funded by Jasper County and the Jasper Soil & Water Conservation District.

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**PROCLAMATION:**

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**11. Chairman Kemp – Proclamation Presentation proclaiming November 15, 2025, as Veteran’s Appreciation Day in Jasper County.**

Chairman Kemp read and presented this Proclamation to Alton Jenkins, Director of Veterans’ Affairs , from the Jasper County Council, to proclaim November 15, 2025, as Veterans Appreciation Day in Jasper County, South Carolina.

Mr. Alton Jenkins announced the Second Annual Low Country Boil will be held on November 15th from 5:00 p.m. to 8:00 p.m. The event is free for veterans and their dependents and will feature live music, crab, and shrimp.

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**CITIZEN COMMENTS:**

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**12. 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.**

Reginald White: Discussed his concerns about increased traffic and speeding in the Cherry Hill community.

Russell Frederick: Spoke regarding the Euhaw Planning District and advocated for keeping the area rural.

Smittie Cooler: Reminded the Council of May 2023 mandate to create a protective overlay and a moratorium for the Euhaw area.

John Allen: Reported that crash hotspots on Highway 462 and 170 increased in the past years. He expressed concern that state and federal funding for road maintenance

Kit Louther: Emphasized that Highway 462 provides Jasper County’s only saltwater access and the only feasible public ramp and preservation of the rural character were vital.

Grant McClure (Coastal Conservation League): Supported strengthening rural zoning to preserve natural resources, maintain low property taxes, and discourage suburban sprawl.

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**RESOLUTIONS**

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**13. Sheriff Malphrus and Kimberly Burgess – Consideration of Resolution #R-2025-59 a Resolution of Jasper County Council to Approve the Procurement of a Boat, Motor and Trailer for Jasper County and the Jasper County Sheriff Department Under a State Contract Pursuant to the Jasper County Purchasing and Contracting Ordinance, and Matters Related Thereto.**

Sheriff Malphrus and Kimberly Burgess were present to review and address the request of approval for Resolution #R-2025-59 to approve the procurement of a boat, motor and trailer for Jasper County and the Jasper County Sheriff Department under a state contract pursuant to the Purchasing and Contracting Ordinance, The Sheriff's Office was seeking a smaller boat to access creeks and shallow water during flooding and search and rescue operations, as their existing large boat draws too much water. It was noted that funding for the purchase (exceeding \$36,000) is available in the Sheriff's budget.

**Motion to approve:** Councilman VanGeison

**Second:** Councilman Arzillo

**Vote:** Unanimous

The motion passed.

**14. Andrew Fulghum – Consideration of Resolution #R-2025-60 a Resolution of Jasper County, South Carolina Authorizing the Purchase of Real Property; and Other Matters Related Thereto. (TMP Nos. 063-27-02-002 and 063-16-14-001)**

Andrew Fulghum – Consideration of Resolution #R-2025-60 authorizing the purchase of real property. He noted that the appraisal had been done by Randy Waite and that Ms. Badgett had used Mr. Waite, and that the County had used Mr. Owen.

**Motion to approve:** Councilman Ceccarelli

**Second:** Councilman Arzillo

**Vote:** Unanimous

The motion passed

**15. Chairman Kemp – Consideration of Resolution #R-2025-61, a Resolution of the Jasper County Council to declare and adopt a Policy regarding Shared Services.**

**Chairman Kemp presented and reviewed for Council's consideration Resolution #R-2025-61, a Resolution of the Jasper County Council to declare, adopt, and revise Policy regarding Shared Services.**

**Motion to approve:** Councilman VanGeison

**Second:** Councilman Rowell

**Vote:** Unanimous

The motion passed

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**PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS**

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**16. Lisa Wagner - Consideration of 1<sup>st</sup> Reading of an Ordinance 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.**

Ms. Wagner was present to address the consideration of the 1<sup>st</sup> Reading of an Ordinance to amend Article 12:1 of the Jasper County Zoning Ordinance, Off-Street Parking, to add parking requirements for shell

buildings and residential uses, and update the Off-Street Parking Design Standards diagram. She reviewed her staff report, which was provided in the agenda e-packet, and discussed the additions and changes. She noted that the Planning Commission reviewed this proposed ordinance and recommended approval of this zoning text amendment.

*17. Lisa Wagner – Consideration of the 2<sup>nd</sup> Reading of Ordinance #O-2025-33 to amend Jasper County Zoning Ordinance, Article 5, Zoning District Regulations, to add two (2) new primary zoning districts; Rural Preservation – 10 (RP10) and Village Commercial (VC), one (1) new overlay district, Euhaw Overlay District (EOD); amend Article 6, Use Regulations, to add uses for the RP-10 and VC zoning districts; amend Article 7, Primary Districts, to add lot size, lot width, and setback requirements for RP-10 and VC zoning districts, amend minimum lot width requirements in other zoning districts, and amend riparian buffer requirements; amend Article 8, Special Purpose Districts, to add a new section, Article 8:9 Euhaw Overlay District, which includes design standards and requirements for the Euhaw Overlay District (EOD); amend Article 11, Conditional Use Review and Regulations; to add conditions for certain uses; amend Article 15, Sign Regulations to add standards for the RP-10 and VC zoning districts; amend Article 22, Rural Small Lot Subdivision Standards, to provide alternative standards for subdivisions of family owned lands; and amend the Jasper County Official Zoning Map to re-zone some properties within the Euhaw Broad River Planning Area to the Rural Preservation-10 Zoning District and the Village Commercial Zoning District; Invoking application of the Pending Ordinance Doctrine; and other matters related thereto. (1<sup>st</sup> reading 07.15.2024; Public hearing 09.19.2024; and Public hearing 05.05.2025) This item was removed from the agenda during the agenda approval.*

#### **18. Jim Iwanick – Consideration of Sales Tax Advisory Committee Recommendations.**

##### **Mr. Iwanicki was present to address the consideration of Sales Tax Advisory Committee Recommendations.**

He noted that the 1% Transportation Sales Tax Advisory Committee met on October 17, 2025. Their recommendations to the County Council were as follows:

- Direct staff to develop the work plan for Argent Boulevard, US 278 between Exit 8 and John Smith Road, and report back to the Committee with recommendations for additional portions of US 278 as funding becomes available.
- Recommend that US 278 between Exit 8 and John Smith is a moment of opportunity priority and that the County should develop an IGA with Hardeeville to accomplish this work if financially possible.
- Recommend that Council authorize a Bond Ordinance for issuance of General Obligation Bonds that were approved by the voters of Jasper County in the November 2024 general election for Road and Green Space Sales Tax Projects.

**Motion to approve:** Councilman Ceccarelli

**Second:** Councilman Rowell

**Vote:** Unanimous

The motion passed.

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**19. Administrator's Report:**

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

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

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**21. 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 – County Attorney; 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 – Forensic Audit; Heddings v Jasper County**

**Motion to go into Executive Session to discuss matters as read:** Councilman Rowell

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

**Return to Open Session:**

**Motion to return to regular session:** Councilman Rowell

**Second:** Councilman

**Vote:** Unanimous

The motion passed.

- **1 Action coming out of Executive Session – There was no action coming out of executive session.**

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

**23. Adjournment:**

**Motion to adjourn:** Councilman Rowell

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed, and the meeting adjourned.

For more information on this meeting, please go to 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](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.

Respectfully submitted:

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Wanda H. Giles  
Clerk to Council

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W.J. Rowell III, Chairman  
Jasper County Council

CONSENT  
AGENDA  
ITEM # 4B



# Jasper County Planning and Building Services

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

Lisa Wagner, CFM  
Director of Planning & Building Services  
[lwa gner@jaspercountysc.gov](mailto:lwa gner@jaspercountysc.gov)

## Jasper County Council Staff Report

|                        |                                                         |
|------------------------|---------------------------------------------------------|
| <b>Meeting Date:</b>   | April 20, 2026                                          |
| <b>Project:</b>        | Zoning Map Amendment – Residential                      |
| <b>Applicant:</b>      | Jose Luis Escalante                                     |
| <b>Tax Map Number:</b> | 040-00-02-150                                           |
| <b>Submitted For:</b>  | 3 <sup>rd</sup> Reading                                 |
| <b>Recommendation:</b> | Planning Commission recommends approval for Residential |

**Description:** This is a zoning map amendment request to have a property designated as Residential. The subject property consists of 8.0 acres and is located along Elaine Farm Rd. The property is currently zoned as Rural Preservation. The applicant would like to rezone the property to Residential, allowing the property to be subdivided into 4 individual parcels under the minor subdivision regulations. The minimum lot width is 200’ in the Rural Preservation Zoning District, whereas the minimum lot width is 100’ wide in the Residential Zoning District. The current parcel is 457’ wide along Elaine Farm Road and 781’ wide along Mendez Farm Road. The Rural Preservation Zoning district will only allow 3 parcels, whereas the Residential Zoning District will allow 4 parcels to be created.

**Analysis:** The Zoning Map Amendment application and request are reviewed by considering the following factors:

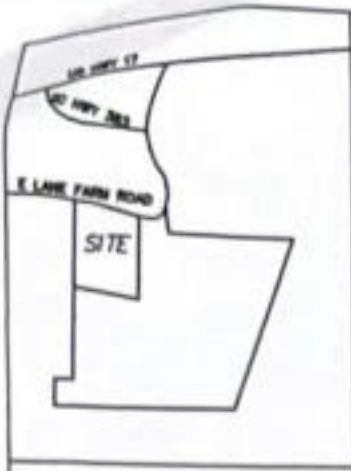
- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Transition,” which are areas located in southern Jasper County. These areas will likely be under pressure to develop within the foreseeable future. The characteristics of these developments should be both small scale commercial and office development, diverse types of housing, and mixed use/small-scale multi-family that keep the scale and character of the area.
- **Adjacent Zoning:** The adjacent parcels are zoned Residential and Rural Preservation.
- **Adjacent Land Use:** Adjacent land uses are residential.

- **Traffic and Access:** The subject property is accessed by both Elaine Farm Rd and Mendez Farm Rd.

**Planning Commission Recommendation:** Planning Commission recommends approval of the request to have the property designated as Residential.

**Attachments:**

1. Application
2. Ordinance
3. Aerial Map
4. Aerial Map with Zoning Layer



**NOTES**

- 1) AREA WAS DETERMINED BY THE COORDINATE METHOD.
- 2) ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY IS FOR DESCRIPTIVE PURPOSE ONLY.
- 3) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY USED AND/OR NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
- 4) DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
- 5) NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
- 6) THIS PLAT IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PARTY(IES), THE CURRENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO ARISING FROM A TRANSACTION INVOLVING THE CURRENT OWNER(S) WITHIN SIX MONTHS FROM THE DATE HEREOF AND THESE PEOPLE ONLY.

**PLAT REFERENCE:**  
1. PLAT BOOK 37, PAGE 201.

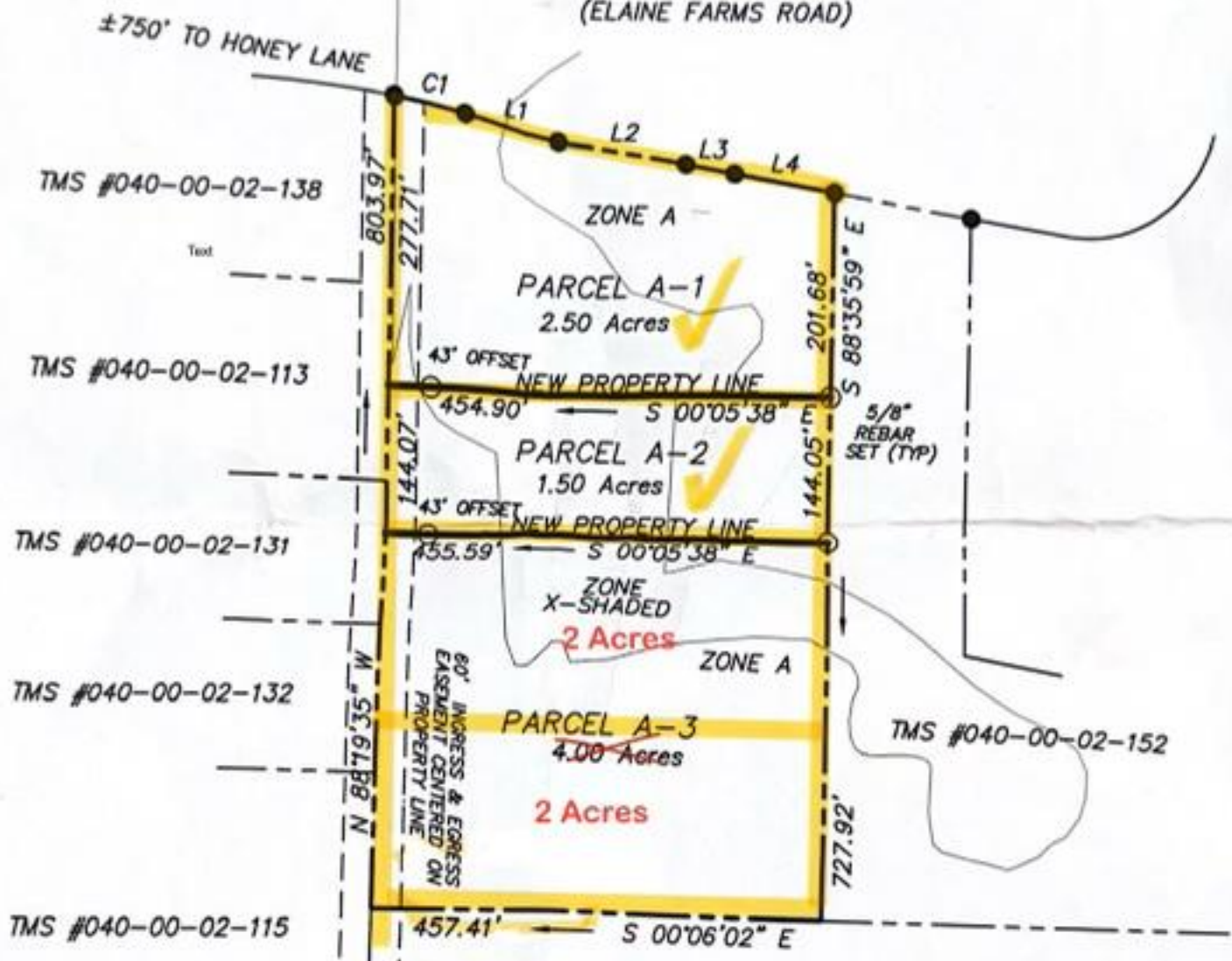


VICINITY MAP NOT TO SCALE

**FLOOD NOTE:**

THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE A AND X SHADED PER F.E.M.A. FLOOD INSURANCE RATE MAP, SEE COMMUNITY MAP 45053C, PANEL 5000. ZONE A IS A SPECIAL FLOOD HAZARD AREA. MAP EFFECTIVE 10/18/2019.

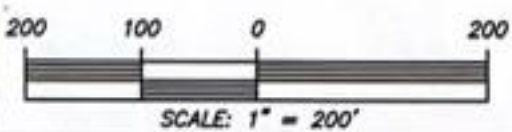
**SC HWY S-27-401 66' R/W**  
(ELAINE FARMS ROAD)



| CURVE | RADIUS   | ARC LENGTH | CHORD LENGTH | CHORD BEARING |
|-------|----------|------------|--------------|---------------|
| C1    | 1576.28' | 72.44'     | 72.43'       | N 09°04'20" E |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 09°51'14" E | 98.31'   |
| L2   | N 09°26'44" E | 132.98'  |
| L3   | N 09°13'26" E | 50.70'   |
| L4   | N 09°28'10" E | 100.01'  |

EQUIPMENT USED: TOPCON ROBOTICS PS-1  
PRECISION: 1/INFINITY  
AREA: 348,817.22 SQ.FT 8.00 ACRE  
FIELD WORK COMPLETED: 04/30/2022



I hereby state that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of "THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA", and meets or exceeds the requirements for a Class 'A' survey as specified therein; Also there are no visible encroachments or projections other than shown. In my opinion the property shown correctly depicts the boundaries of the subject parcel(s). Survey not valid unless embossed with an original surveyors seal. Witness my original signature, registration number and seal this 5th day of May, 2022.



**MATTHEW D. CLARK**  
SURVEYING  
65 WAYSIDE DR  
ELLABELL, GA 31308  
OFFICE: (843) 247-0998

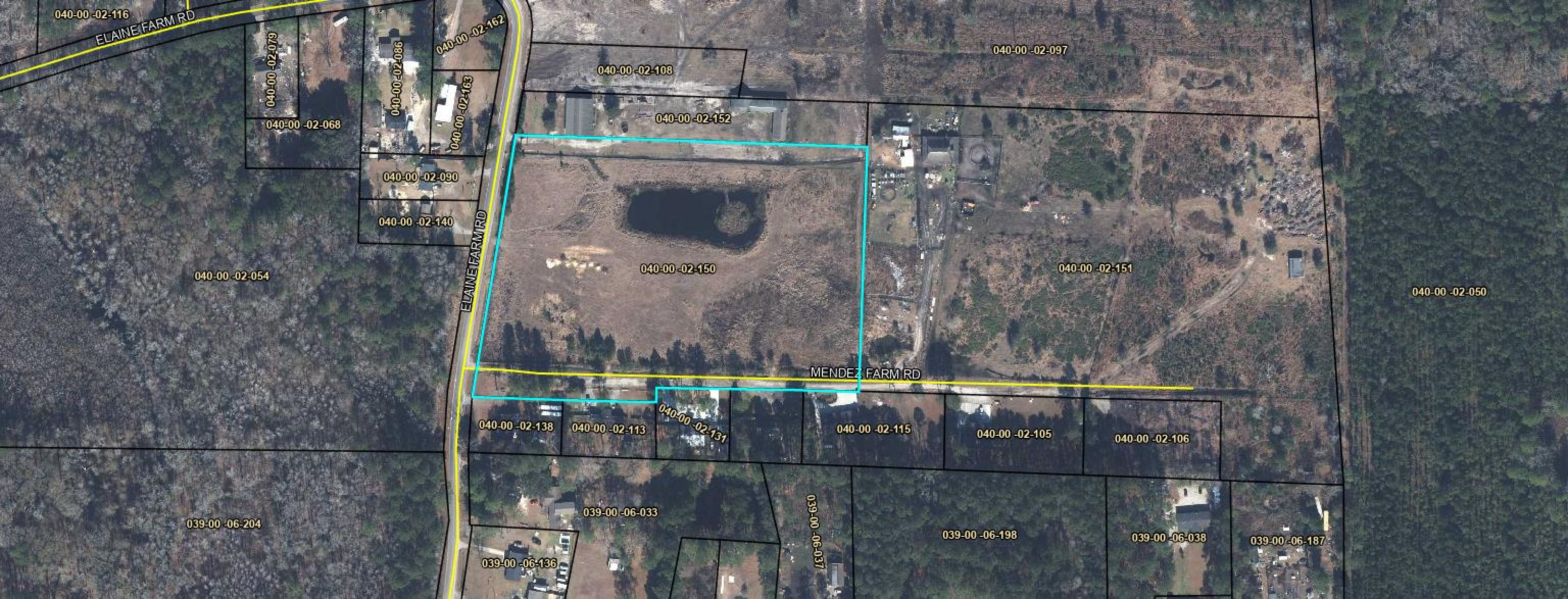
SUBDIVISION: -  
LOT No.: -  
BLOCK: -  
PLAT BOOK: -  
DATE: MAY 2, 2022  
JOB No.: SC-2022  
DRAWN BY: MDC  
CHECKED BY: MDC

PREPARED FOR: JOSE LUIS ESCALANTE MANZANARES

**SUBDIVISION OF PARCEL A, 8.00 ACRES,  
LANDS OF MANZANARES, KNOWN AS  
040-00-02-150**

MATTHEW D. CLARK, SC RLS NO. 20187

LIMEHOUSE AREA SUBDIVISION JASPER COUNTY, S.C.



040-00-02-116  
ELAINE FARM RD

040-00-02-079  
040-00-02-086  
040-00-02-162  
040-00-02-163

040-00-02-068  
040-00-02-090  
040-00-02-140

ELAINE FARM RD

040-00-02-108  
040-00-02-152

040-00-02-097

040-00-02-150

040-00-02-151

040-00-02-050

MENDEZ FARM RD

040-00-02-138 040-00-02-113 040-00-02-131 040-00-02-115 040-00-02-105 040-00-02-106

039-00-06-204

039-00-06-136 039-00-06-033 039-00-06-198 039-00-06-037 039-00-06-038 039-00-06-187



**JASPER COUNTY, SOUTH CAROLINA  
ORDINANCE #2026-10**

**AN ORDINANCE AUTHORIZING AMENDMENT TO THE OFFICIAL ZONING MAP OF JASPER COUNTY TO TRANSFER A PROPERTY LOCATED ON ELAINE FARM ROAD AND CONTAINING 8.00 ACRES, BEARING JASPER COUNTY TAX MAP NUMBER 040-00-02-150 TO RESIDENTIAL ZONE FROM RURAL PRESERVATION ZONE.**

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

**WHEREAS**, the owner of a parcel of property on Elaine Farm Road consisting of approximately 8.0 acres and bearing Jasper County Tax Map Number 040-00-02-150 has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the “Rural Preservation Zone to the “Residential Zone”; and

**WHEREAS**, the property owner submitted such request to the Planning Commission and County Council in accordance with the County’s rules and procedures for rezoning; and

**WHEREAS**, the Jasper County Planning Commission has concurred with the recommendations of the staff report as reflected in this Ordinance and recommends approval by County Council; and

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

**NOW, THEREFORE**, be it resolved by County Council, in meeting duly assembled, that:

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 8.0 acres being depicted on the Jasper County Official Zoning Map in the Rural Preservation, shall be transferred to the Residential Zone.
2. The Chairman of the County Council and/or the County Administrator shall be and they are hereby authorized to execute and the Clerk of the Council is hereby authorized to attest and deliver such Settlement Agreement and other documents as may be necessary or desirable and in so doing, to bind the County.
3. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

4. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of Jasper County, unless expressly so providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.
5. This ordinance shall take effect and be in force upon third reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED AS OF**, this 20th day of April 20, 2026.

**Jasper County, South Carolina**

\_\_\_\_\_  
William Joseph Rowell, III, Chairman  
Jasper County Council

ATTEST:

\_\_\_\_\_  
Wanda Giles, Clerk to Council

Approved as to form:

\_\_\_\_\_  
Interim County Attorney

**ORDINANCE: #2026-10**

First Reading: March 2, 2026  
Second Reading: March 16, 2026  
Public Hearing: March 16, 2026  
Third Reading: April 20, 2026

\_\_\_\_\_  
**Considered by the Jasper County Planning Commission at its meeting on  
February 10, 2026 and recommended for approval.**  
\_\_\_\_\_

CONSENT  
AGENDA  
ITEM # 4C



# Jasper County Planning and Building Services

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

Lisa Wagner  
Director of Planning & Building Services  
[lwa gner@jaspercountysc.gov](mailto:lwa gner@jaspercountysc.gov)

## Jasper County Planning Commission Staff Report

|                        |                                                       |
|------------------------|-------------------------------------------------------|
| <b>Meeting Date:</b>   | April 20, 2026                                        |
| <b>Project:</b>        | Zoning Map Amendment – Industrial Development         |
| <b>Applicant:</b>      | Troy M. Lowther, Representative of CML Enterprise     |
| <b>Tax Map Number:</b> | 044-00-02-001                                         |
| <b>Submitted For:</b>  | 3 <sup>rd</sup> Reading                               |
| <b>Recommendation:</b> | Planning Commission recommends Industrial Development |

**Description:** This is a zoning map amendment request to have a property designated as Industrial Development. The subject property consists of 11.2 acres and is located along Kato Bay Rd. The property is currently zoned Residential and is undeveloped. The applicant would like to re-zone the property in order to sell to Bella Mulch who would like to utilize the property for materials processing, recycling, and a logistics facility. Bella Mulch currently has a location south of the subject parcel that is within the jurisdiction of Hardeeville and is looking to relocate into unincorporated Jasper County. The primary function of the property would be the recycling and reuse of clean wood, debris, and vegetative materials.

**Analysis:** The Zoning Map Amendment application and request are reviewed by considering the following factors:

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Resource Conservation,” which are areas that provide critical habitat for the plants and wildlife. These areas should be primarily used for conservation and recreation, any development should be low in impact.
- **Adjacent Zoning:** The adjacent parcels are zoned Industrial Development and Rural Preservation.
- **Adjacent Land Use:** Adjacent land uses are wooded and undeveloped.

- ***Traffic and Access:*** The subject property is accessed by Kato Bay Rd, which is a two lane state maintained road, classified as a major thoroughfare.

**Planning Commission Recommendation:** Planning Commission recommends approval of the request to designate the property as Industrial Development.

**Attachments:**

1. Application
2. Ordinance
3. Narrative Letter by Ward Edwards
4. Aerial Map
5. Aerial Map with Zoning Layer



## Jasper County Planning Department

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

### Zoning Map Amendment Application

|                                                                        |                                             |
|------------------------------------------------------------------------|---------------------------------------------|
| <b>Owner or Owner-Authorized Applicant:</b>                            | Troy M Lowther, Representing CML Enterprise |
| <b>Address:</b>                                                        | P.O. Box 1744                               |
| <b>Telephone:</b>                                                      | 843-726-1284                                |
| <b>Email:</b>                                                          | lowthet@gmail.com                           |
| <b>Property Address or Physical Location:</b>                          | Kato Bay rd/ Hwy 17                         |
| <b>Tax Map Number(s)</b>                                               | 044-00-02-001 and 044-00-02-002             |
| <b>Gross Acreage:</b>                                                  | 11.2 and 6.79                               |
| <b>Current Zoning</b>                                                  | Residential                                 |
| <b>Proposed Zoning:</b>                                                | Industrial Development                      |
| <b>Administrative Fee: (\$300 per lot) except for PDD applications</b> | \$600                                       |
| <b>Date Mailed or Hand Delivered:</b>                                  |                                             |
| <b>Reason for Request: (attach narrative if necessary)</b>             | See attached narrative.                     |

DocuSigned by:

1/16/2026

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

Date

#### Internal Use Only

|                         |  |
|-------------------------|--|
| <b>Date Received:</b>   |  |
| <b>Amount Received:</b> |  |
| <b>Staff Member:</b>    |  |



**Project:** Bella Mulch Jasper County  
Jasper County, SC

**Date:** January 20, 2026

**Owner:** Troy M. Lowther, Representing CML Enterprise  
P.O. Box 1744  
E: [lowthet@gmail.com](mailto:lowthet@gmail.com)  
P: 843.726.1284

**Applicant:** Bella Mulch  
Primary Contact: Brett Kelley  
262 Kato Bay Road  
Hardeeville, SC 29927  
E: [brett@bellamulch.com](mailto:brett@bellamulch.com)  
P: 843.298.4168

**Agent:** Ward Edwards, Inc.  
Primary Contact: Alex Ciesielski  
P.O. Box 381  
Bluffton, SC 29910  
E: [aciesielski@wardedwards.com](mailto:aciesielski@wardedwards.com)  
P: 336.971.7911

**Description:**

The two parcels proposed for rezoning are located at 3928 Kato Bay Road in the Jasper County, SC. The parcels can be identified by Jasper County Tax Map number's 044-00-02-001 and 044-00-02-002 and are ±11.20 and ±6.79 acres respectively. The parcels are separated by an undeveloped parcel and bound by Kato Bay Road to the west, I-95 to the east, and by undeveloped parcels to the north and south.

**Proposed Use:**

Bella Mulch proposes utilizing the subject parcels in Jasper County, South Carolina as materials processing, recycling, and logistics facility, supporting its regional mulch and landscaping materials operations. The site will be used to improve operational efficiency, expand recycling capacity, and provide an environmentally responsible solution for managing organic material generated throughout the Lowcountry and Coastal Georgia regions

A primary function of the property will be the recycling and reuse of clean wood, debris and vegetative materials. In recent years, the closure and reduced capacity of multiple mills in Savannah and surrounding markets have significantly limited traditional end-use outlets for clean wood waste. As a result, municipalities, tree service companies, land clearing contractors, and storm response operations have faced increasing challenges in managing wood debris in a cost-effective and environmentally sound manner.

Bella Mulch intends to address this need by receiving, processing, and repurposing clean wood debris into usable landscape products, including mulch, soil blends, and organic ground cover. This uses diverts



material from landfills, reduces long-haul transportation, lowers disposal costs, and supports regional waste-reduction and sustainability goals.

The proposed use supports economic development and job creation within Jasper County through the employment of equipment operators, drivers, mechanics, and support personnel, as well as the use of local contractors and service providers. The facility also provides a valuable outlet for organic material generated by regional growth, land clearing, and storm cleanup activities.

Bella Mulch will operate the site in compliance with Jasper County zoning requirements, South Carolina Department of Environmental Services regulations, and all applicable local, state, and federal standards. Best management practices will be implemented to address stormwater management, erosion control, dust suppression, and noise mitigation, ensuring the site is operated responsibly and with consideration for surrounding properties.

Operating hours will generally align with standard business hours, with limited additional activity as operational needs require. The proposed use is intended to provide long-term environmental, logistical, and economic benefits to Jasper County while supporting the responsible recycling and reuse of organic materials that no longer have reliable end uses due to regional mill closures.

**Site Operations:**

- Receiving and staging clean wood debris and organic materials
- Grinding, screening, and blending of materials using mobile equipment
- Stockpiling and storage of raw and finished landscape materials
- Loading and dispatch of trucks for delivery to commercial and residential customers
- Equipment parking, maintenance, and operational support activities

**Zoning Map Amendment:**

The two parcels previously described are currently zoned Residential, which does not permit the proposed use. We respectfully request that these parcels be rezoned to **Industrial Development (ID)** to allow for the intended industrial use consistent with the surrounding area. Both parcels are located along a heavily industrialized section of US-17 and lie directly adjacent to an established Industrial zoning district within the City of Hardeeville, where Bella Mulch currently operates. Several neighboring parcels within Jasper County are also zoned Industrial Development, further supporting the compatibility of this request. Please reference the image below, which illustrates the current zoning classifications for the subject parcels and highlights the surrounding properties that are already designated Industrial Development.

Jasper County Zoning Map



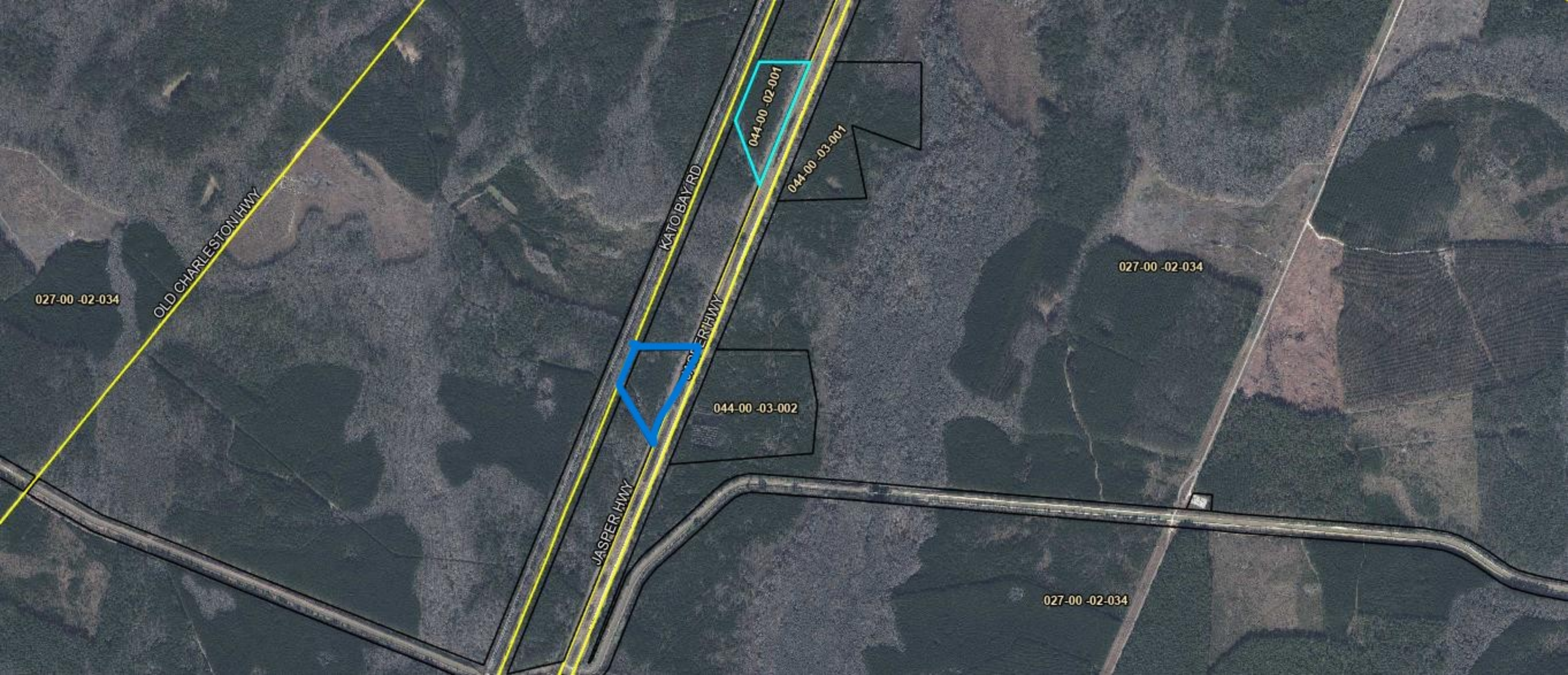
**Contextual Photos from Bella Mulch's Existing Operations On US-17 In Hardeeville**



**Site Screening/Buffer from US-17 (Kato Bay Rd)**



**Parking Screening/Buffer from I-95**



027-00 -02-034

OLD CHARLESTON HWY

KATO BAY RD

JASPER HWY

JASPER HWY

044-00 -03-002

044-00 -02-001

044-00 -03-001

027-00 -02-034

027-00 -02-034





RP

027-00-02-034

OLD CHARLESTON HWY

KATO BAY RD

ID

RES

RP

044-00-03-001

ID

JASPER HWY

RES

RP

044-00-03-002

RP

027-00-02-034

ID

JASPER HWY

027-00-02-034

RP

RP

**JASPER COUNTY, SOUTH CAROLINA  
ORDINANCE #2026-11**

**AN ORDINANCE AUTHORIZING AMENDMENT TO THE OFFICIAL ZONING MAP OF JASPER COUNTY TO TRANSFER A PROPERTY LOCATED ON KATO BAY ROAD AND CONTAINING 11.2 ACRES, BEARING JASPER COUNTY TAX MAP NUMBER 044-00-02-001 TO INDUSTRIAL DEVELOPMENT ZONE FROM RESIDENTIAL ZONE.**

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

**WHEREAS**, the owner of a parcel of property on Kato Bay Road consisting of approximately 11.2 acres and bearing Jasper County Tax Map Number 044-00-02-001 has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the “Residential Zone” to the “Industrial Development Zone”; and

**WHEREAS**, the property owner submitted such request to the Planning Commission and County Council in accordance with the County’s rules and procedures for rezoning; and

**WHEREAS**, the Jasper County Planning Commission has concurred with the recommendations of the staff report as reflected in this Ordinance and recommends approval by County Council; and

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

**NOW, THEREFORE**, be it resolved by County Council, in meeting duly assembled, that:

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 11.2 acres being depicted on the Jasper County Official Zoning Map in the Residential Zone, shall be transferred to the Industrial Development Zone.
2. The Chairman of the County Council and/or the County Administrator shall be and they are hereby authorized to execute and the Clerk of the Council is hereby authorized to attest and deliver such Settlement Agreement and other documents as may be necessary or desirable and in so doing, to bind the County.
3. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle,

then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

4. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of Jasper County, unless expressly so providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.
5. This ordinance shall take effect and be in force upon third reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED AS OF**, this 20<sup>th</sup> day of April, 2026.

**Jasper County, South Carolina**

\_\_\_\_\_  
William Joseph Rowell, III, Chairman  
Jasper County Council

ATTEST:

\_\_\_\_\_  
Wanda Giles, Clerk to Council

Approved as to form:

\_\_\_\_\_  
Interim County Attorney

**ORDINANCE: #2026-11**

First Reading: March 2, 2026  
Second Reading: March 16, 2026  
Public Hearing: March 16, 2026  
Third Reading: April 20, 2026

\_\_\_\_\_  
**Considered by the Jasper County Planning Commission at its meeting on  
February 10, 2026 and recommended for approval.**  
\_\_\_\_\_

CONSENT  
AGENDA  
ITEM # 4D



# Jasper County Planning and Building Services

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

Lisa Wagner, CFM  
Director of Planning & Building Services  
[lwagner@jaspercountysc.gov](mailto:lwagner@jaspercountysc.gov)

## Jasper County Council Staff Report

|                        |                                                   |
|------------------------|---------------------------------------------------|
| <b>Meeting Date:</b>   | April 20, 2026                                    |
| <b>Project:</b>        | Zoning Map Amendment – Rural Preservation         |
| <b>Applicant:</b>      | Kingdom View Homes, LLC                           |
| <b>Tax Map Number:</b> | 047-00-01-012                                     |
| <b>Submitted For:</b>  | 3 <sup>rd</sup> Reading                           |
| <b>Recommendation:</b> | Planning Commission recommends Rural Preservation |

**Description:** This is a zoning map amendment request to have a parcel designated as Rural Preservation. The subject property consists of 43.78 acres and is located along Tarboro Road. The parcel is currently split zoned Residential and Rural Preservation. At some point and time, the portion of the property that is currently designated as Residential was an individual parcel that was combined with the larger parcel. The owner would like to have the entire parcel designated as Rural Preservation.

**Analysis:** The Zoning Map Amendment application and request are reviewed by considering the following factors:

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation,” which are areas that seek to protect and promote the character of Jasper County that largely exists today outside of the municipalities. Most development, especially commercial development, should be guided to the hamlets.
- **Adjacent Zoning:** The adjacent parcels are zoned both Residential and Rural Preservation.
- **Adjacent Land Use:** Adjacent land uses are primarily residential with a few parcels being used for agriculture.
- **Traffic and Access:** The subject parcel is accessed by Tarboro Road, which is a two lane state maintained road classified as a local road.

**Planning Commission Recommendation:** Planning Commission recommends approval of the request to designate the subject parcel as Rural Preservation.

**Attachments:**

1. Application
2. Ordinance
3. Aerial zoning map
4. Aerial satellite image map



## Jasper County Planning Department

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

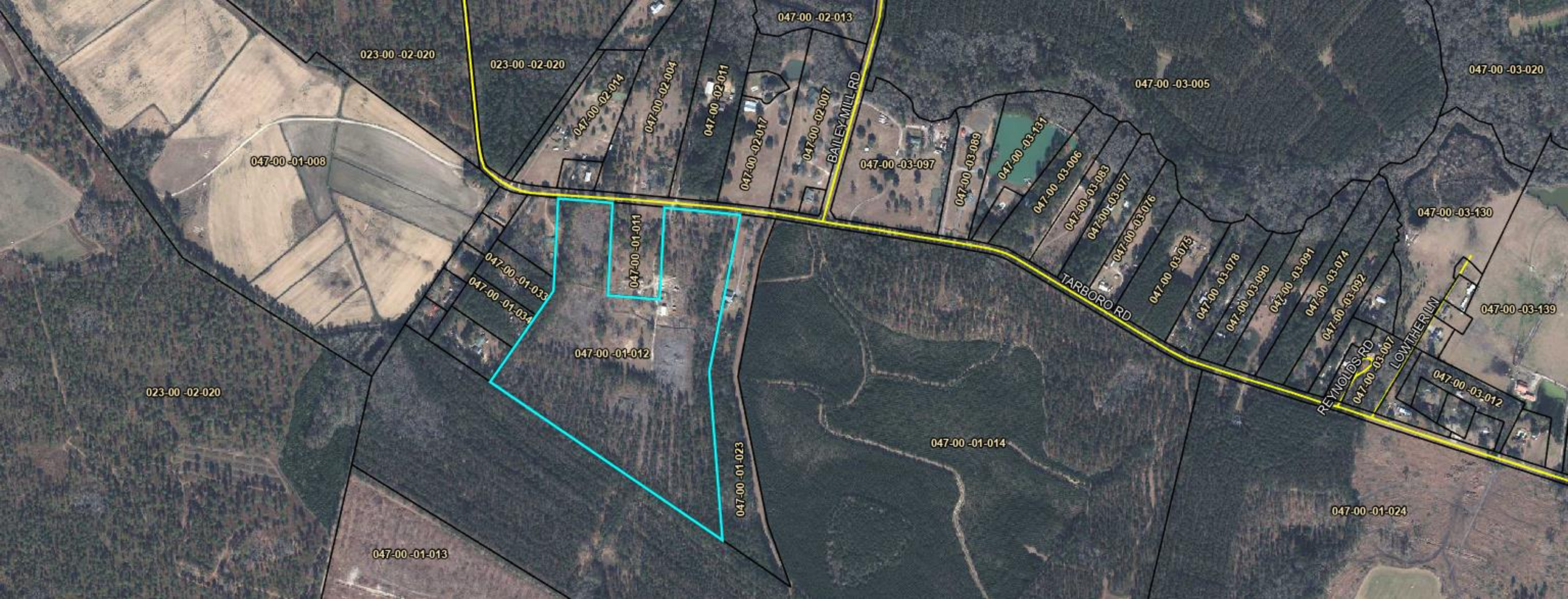
### Zoning Map Amendment Application

|                                                                           |                                                                                                         |
|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Owner or Owner-Authorized Applicant:</b>                               | KINGDOM VIEW HOMES LLC                                                                                  |
| <b>Address:</b>                                                           | 7196 TARBORO RD<br>RIDGELAND SC 29936                                                                   |
| <b>Telephone:</b>                                                         | 843-226-3395                                                                                            |
| <b>Email:</b>                                                             | davidr826@outlook.com                                                                                   |
| <b>Property Address or Physical Location:</b>                             | Adjacent to 7196 Tarboro Road                                                                           |
| <b>Tax Map Number(s)</b>                                                  | 047-00-01-012                                                                                           |
| <b>Gross Acreage:</b>                                                     | 43.78                                                                                                   |
| <b>Current Zoning</b>                                                     | Residential / Rural Preservation                                                                        |
| <b>Proposed Zoning:</b>                                                   | Rural Preservation                                                                                      |
| <b>Administrative Fee:</b><br>(\$300 per lot) except for PDD applications |                                                                                                         |
| <b>Date Mailed or Hand Delivered:</b>                                     |                                                                                                         |
| <b>Reason for Request:</b><br>(attach narrative if necessary)             | There is a zoning split on the property. The owner would like the entire property to be zoned the same. |

1-14-2026  
 \_\_\_\_\_  
 Signature of Owner or Owner-Authorized Applicant Date  
 (Proof) of owner-authorization required

**Internal Use Only**

|                         |           |
|-------------------------|-----------|
| <b>Date Received:</b>   | 1-14-2026 |
| <b>Amount Received:</b> | 300 \$    |
| <b>Staff Member:</b>    | LN        |



023-00 -02-020

023-00 -02-020

047-00 -02-013

047-00 -03-020

047-00 -03-005

047-00 -01-008

047-00 -02-014

047-00 -02-004

047-00 -02-011

047-00 -02-017

047-00 -02-007

BAILEY MILL RD

047-00 -03-097

047-00 -03-089

047-00 -03-131

047-00 -03-006

047-00 -03-083

047-00 -03-077

047-00 -03-076

047-00 -03-075

047-00 -03-078

047-00 -03-090

047-00 -03-091

047-00 -03-074

047-00 -03-092

047-00 -03-130

047-00 -03-139

047-00 -01-033

047-00 -01-034

047-00 -01-011

047-00 -01-012

047-00 -01-023

047-00 -01-014

023-00 -02-020

TARBORO RD

REYNOLDS RD

LOWTHER LN

047-00 -03-012

047-00 -01-013

047-00 -01-024



**JASPER COUNTY, SOUTH CAROLINA  
ORDINANCE #2026-12**

**AN ORDINANCE AUTHORIZING AMENDMENT TO THE OFFICIAL ZONING MAP OF JASPER COUNTY TO TRANSFER A PROPERTY LOCATED ON TARBORO ROAD AND CONTAINING 43.78 ACRES, BEARING JASPER COUNTY TAX MAP NUMBER 047-00-01-012 TO RURAL PRESERVATION ZONE FROM RESIDENTIAL ZONE AND RURAL PRESERVATION ZONE.**

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

**WHEREAS**, the owner of a parcel of property on Tarboro Road consisting of approximately 43.78 acres and bearing Jasper County Tax Map Number 047-00-01-012 has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the “Residential Zone” and “Rural Preservation Zone to the “Rural Preservation Zone”; and

**WHEREAS**, the property owner submitted such request to the Planning Commission and County Council in accordance with the County’s rules and procedures for rezoning; and

**WHEREAS**, the Jasper County Planning Commission has concurred with the recommendations of the staff report as reflected in this Ordinance and recommends approval by County Council; and

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

**NOW, THEREFORE**, be it resolved by County Council, in meeting duly assembled, that:

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 47.38 acres being depicted on the Jasper County Official Zoning Map in the Residential Zone and Rural Preservation Zone, shall be transferred to the Rural Preservation Zone.
2. The Chairman of the County Council and/or the County Administrator shall be and they are hereby authorized to execute and the Clerk of the Council is hereby authorized to attest and deliver such Settlement Agreement and other documents as may be necessary or desirable and in so doing, to bind the County.
3. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

4. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of Jasper County, unless expressly so providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.
  
5. This ordinance shall take effect and be in force upon third reading.

**AND IT IS SO ORDAINED, ENACTED AND ORDERED AS OF**, this 20th day of April, 2026.

**Jasper County, South Carolina**

\_\_\_\_\_  
William Joseph Rowell, III, Chairman  
Jasper County Council

ATTEST:

\_\_\_\_\_  
Wanda Giles, Clerk to Council

Approved as to form:

\_\_\_\_\_  
Interim County Attorney

**ORDINANCE: #2026-12**

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

\_\_\_\_\_

**Considered by the Jasper County Planning Commission at its meeting on**

**February 10, 2026 and recommended for approval.**

\_\_\_\_\_

# AGENDA

## ITEM # 6A

**Rev. Donald Sheftall: Discussion and presentation to address Single Member Districts.**

## Wanda Simmons

---

**From:** Donald Sheftall <donaldsheftall@yahoo.com>  
**Sent:** Friday, March 27, 2026 11:22 AM  
**To:** Wanda Simmons  
**Subject:** Being placed on your April 20th meeting agenda

Good morning Chairman and council members. I'm requesting on behalf of concerned citizens of Jasper County to be placed on your April 20th agenda to address single member districts. Your approval of this request will be deeply appreciated.

Rev. Donald Sheftall, Sr.

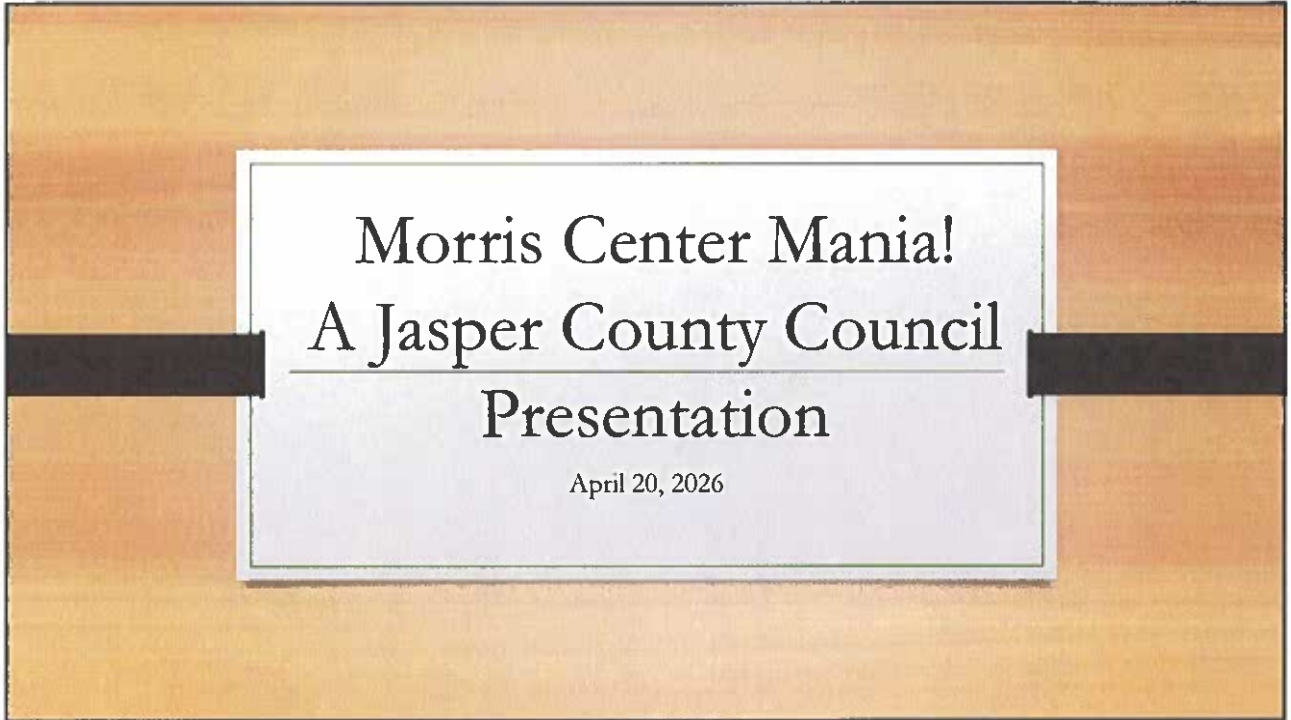
[Sent from Yahoo Mail for iPhone](#)

# AGENDA

## ITEM # 6B

Zachary Garrett, New Director of the Morris Center for Lowcountry Heritage:

Presentation to provide an update on the current status of the Morris Center to include the following information: what they are working on, where they are at, what they hope to accomplish, and their commitment to working with the County to benefit our community.



Morris Center Mania!  
A Jasper County Council  
Presentation

April 20, 2026

## 2025 Recap

---

- Loss of IMLS Grant for Fuel the Mind Program.
- Result: Two full-time staff members (grant funded in part or full) left in Spring 2025.
- Previous Curator leaves in July 2025 to take a Director position in her hometown.
- Previous Director leaves in Oct 2025.
- Nov 2025-IMLS Grant is reinstated.

## Interim

---

- Nov 2025-Feb 2026: Morris Center operated by contractors and dedicated volunteers.
- Lack of permanent staff results in significant decrease in programs offered and visitation.
- February 25, 2026: New Executive Director, Zac Garrett starts.

## Building the Team and Forward Momentum

---

- Programs & Marketing Director Hired to get Fuel the Mind, Programs, and workshops back and running.
- Increased focus on community outreach and social media management.
- Fuel the Mind Program Up & Running Again-First field trips in March 2026
- Grant Recoveries: federal, state, and local grants from agencies and foundations.

## Commitment to Jasper County & A few Statistics

---

- Partnering with Jasper County 250 on British Invasion Days and Trolley Tours.
- Member, Jasper County Chamber of Commerce
- Seeking Additional Partnerships with Local Businesses
- July 1, 2024-June 30, 2025: 3,258 visitors total. 1,060 confirmed tourists (non-Jasper County residents).
- How can we serve the County better? Welcoming feedback!

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

|                        |                                                                                                                   |
|------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>   | April 20, 2026                                                                                                    |
| <b>Agenda Item:</b>    | Resolution Item 8.A                                                                                               |
| <b>Project:</b>        | To donate a portion of BJWSA Capacity Credits to the Beaufort-Jasper Housing Trust. (BJHT)                        |
| <b>Request:</b>        | To support the development of 50 residential units within Jasper County.                                          |
| <b>Action Needed:</b>  | Approval of Resolution #R-2026-20                                                                                 |
| <b>Recommendation:</b> | The County Council approves the donation of the BJWSA Capacity Credits to the Beaufort – Jasper Housing Authority |

### Description:

The County is proposing to allocate and donate a portion of the BJWSA Capacity Credits available to Jasper County to the Beaufort-Jasper Housing Trust (BJHT) to support the development of fifty (50) residential units within Jasper County. The purpose of this resolution is to authorize the donation of capacity credits to BJHT to help reduce infrastructure costs associated with residential development projects. This will offset water and sewer capacity fees.

### Staff Recommendation:

Approval of a Resolution to authorize the County Administrator to authorize the use of Capacity Credits for projects to develop 50 residential units for the Beaufort-Jasper Housing Trust.

### Attachment(s):

Resolution #R-2026-\_\_\_\_\_

**JASPER COUNTY, SOUTH CAROLINA  
RESOLUTION NUMBER R-2026-20**

**A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA,  
APPROVING THE DONATION OF BEAUFORT-JASPER WATER AND  
SEWER AUTHORITY CAPACITY CREDITS TO THE BEAUFORT-  
JASPER HOUSING TRUST TO FUND FIFTY RESIDENTIAL UNITS IN  
JASPER COUNTY AND AUTHORIZING THE COUNTY  
ADMINISTRATOR TO EXECUTE THE DOCUMENTS EFFECTUATING  
THE DONATION**

**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**, Beaufort-Jasper Water and Sewer Authority (“**BJWSA**”) and the County previously established a capacity fee credit (“**Capacity Credit**”) program (“**Capacity Credits Program**”) pursuant to a memorandum of understanding (the “**MOU**”); and

**WHEREAS**, the MOU expired on September 18, 2025; and

**WHEREAS**, the County has a balance of \$780,235.92 in Capacity Credits remaining from the Capacity Credits Program; and

**WHEREAS**, the County desires to donate Capacity Credits to the Beaufort-Jasper Housing Trust (“**BJHT**”) to fund fifty (50) residential units (“**BJHT Capacity Credits**”); and

**WHEREAS**, the County desires to donate such BJHT Capacity Credits upon identification of qualifying BJHT projects and in coordination with BJHT; and

**WHEREAS**, County Council desires to allocate the BJHT Capacity Credits for donation to BJHT and to authorize the County Administrator to execute documentation effectuating such donations upon the identification of applicable BJHT projects and pursuant to the requirements of BJWSA.

**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 donation of the BJHT Capacity Credits.

3. Upon the identification of applicable BJHT projects and pursuant to the requirements of BJWSA, the County Administrator is hereby authorized to execute necessary and appropriate documents to effectuate the donation of such BJHT Capacity Credits to carry out the intent of this Resolution.
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 \_\_\_ day of April 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-\_\_\_\_\_  
Adopted: April \_\_, 2026

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

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

\_\_\_\_\_  
Date

**AGENDA**  
**ITEM # 8B**

**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 April 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: Andrew P. Fulghum  
Post Office Box 1149  
Ridgeland, SC 29936  
E-mail: afulghum@jaspercountysc.gov  
(843) 726-7703

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:

\_\_\_\_\_  
Andrew P. Fulghum  
*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 # 8C

STATE OF SOUTH CAROLINA  
JASPER COUNTY

RESOLUTION NO. R-2026-14

**A RESOLUTION APPOINTING THE MEMBERS OF THE JASPER COUNTY ACCOMMODATIONS TAX ADVISORY COMMITTEE FOR FISCAL YEAR 2027; AND OTHER MATTERS RELATING THERETO**

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

**Section 1 Findings.** The Council hereby 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 possesses all general powers granted by the Constitution and statutes of the State.

(b) South Carolina Code of Laws Title 6 – Local Government—Provisions Applicable to Special Purpose Districts and Other Political Subdivision, Section 6-4-25 requires counties and municipalities receiving over \$50,000 in South Carolina Accommodations Tax (ATAX) funds to establish an advisory committee.

(c) South Carolina Code Section 6-4-25 requires that the committee shall consist of seven members with a majority being selected from the hospitality industry of the municipality or county receiving the revenue. At least two of the hospitality industry members must be from the lodging industry where applicable. One member shall represent the cultural organizations of the municipality or county receiving the revenue. For county advisory committees, members shall represent the geographic area where the majority of the revenue is derived. However, if a county receives more in distributions of accommodations taxes than it collects in accommodations taxes, the membership of its advisory committee must be representative of all areas of the county with a majority of the membership coming from no one area.

(d) A municipality or county and its advisory committee shall adopt guidelines to fit the needs and time schedules of the area. The guidelines must include the requirements for applications for funds from the special fund used for tourism-related expenditures. A recipient's application must be reviewed by an advisory committee before it receives funds from a county or municipality.

(e) Advisory committees shall submit written recommendations to a municipality or county at least once annually. The recommendations must be considered by the municipality or county in conjunction with the requirements of this chapter.

**Section 2. Appointment of Jasper County South Carolina Accommodations Tax Advisory Committee.**

(a) Jasper County receives South Carolina Accommodations revenue greater than \$50,000 annually, therefore, the County is required to establish a South Carolina Accommodations Tax Advisory Committee.

(b) The following list of volunteers have agreed to serve on the Jasper County Accommodations Tax Advisory Committee for Fiscal Year 2026 -2027.

| Name                    | Business and Location                                | Industry              |
|-------------------------|------------------------------------------------------|-----------------------|
| Bonnie Bennett          | Congaree Golf Partners, Ridgeland, SC                | Hospitality           |
| Lyn Boyles              | Jasper Soil and Conservation District, Ridgeland, SC | Cultural Organization |
| Claude Dinkins          | Point South Partners, Ridgeland, SC                  | Hospitality           |
| Kendall Malphrus        | Jasper County Chamber of Commerce, Ridgeland, SC     | Cultural Organization |
| William “Bill” Olendorf | Point South KOA Campground, Yemassee, SC             | Lodging               |
| Chetan Patel            | Red Roof Inn, Yemassee, SC                           | Lodging               |
| Rick Patel              | V R Corp DBA Patels, Hardeeville, SC                 | Hospitality           |

(c) The Jasper County Council hereby appoints the list of volunteers to the Jasper County Accommodations Tax Advisory Committee for Fiscal Year 2026 – 2027.

[Signature page to follow]

**DONE, RATIFIED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2026.

(SEAL)

---

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

Attest:

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Wanda H. Giles,  
Clerk to County Council

Resolution R-2026-14

Adopted: \_\_\_\_\_, 2026

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

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County Attorney

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Date

AGENDA  
ITEM # 9A



# 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

|                        |                                                                                                                                                                                                            |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>   | April 20, 2026                                                                                                                                                                                             |
| <b>Agenda Item:</b>    | 9A – Ordinance #O-2026-15                                                                                                                                                                                  |
| <b>Project:</b>        | Project Heat Special Source Revenue Credit Agreement                                                                                                                                                       |
| <b>Request:</b>        | Public Hearing and Consideration of the 2nd Reading of an Ordinance to execute the Special Source Revenue Credit (SSRC) Agreement and establish a Multi-County Industrial Park (MCIP) with Hampton County. |
| <b>Action Needed:</b>  | Approval of 2 <sup>nd</sup> Reading of the Ordinance                                                                                                                                                       |
| <b>Recommendation:</b> | Approval of 2 <sup>nd</sup> Reading of an Ordinance to execute the Special Source Revenue Credit (SSRC) Agreement and establish a Multi-County Industrial Park (MCIP) with Hampton County.                 |

### Description:

This ordinance authorizes Jasper County to execute the Special Source Revenue Credit (SSRC) Agreement and take any necessary actions to fulfill the County's obligations under the Agreement. It also approves the establishment or expansion of a Multi-County Industrial Park (MCIP). The ordinance further authorizes county officials to execute related documents needed to implement the agreement and incentives offered to the company.

### Staff Recommendation:

Approval of 2nd Reading of an Ordinance to execute the Special Source Revenue Credit (SSRC) Agreement and establish a Multi-County Industrial Park (MCIP) with Hampton County.

### Attachment(s):

Ordinance #O-2026-\_\_\_\_\_  
Draft SSRC Agreement  
Draft MCIP Agreement

**ORDINANCE NO. O-2026-15**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND DALY ORGANICS LLC, A COMPANY ALSO KNOWN AS PROJECT HEAT, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Jasper County, South Carolina (the “County”) is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “MCIP Act”), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, the County is authorized by Section 4-1-175 of the MCIP Act and Section 4-29-68, Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”) to provide infrastructure credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise. Under the authority provided in the MCIP Act, the County has created a multi-county park with Hampton County, South Carolina (the “Park”) through that certain Agreement for Development of Joint County Industrial Park between Jasper County, South Carolina and Hampton County, South Carolina (The “Park Agreement”) ; and

**WHEREAS**, Pursuant to the Infrastructure Credit and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against fee-in-lieu of tax payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project in the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”).

**WHEREAS**, Daly Organics LLC, a company also known as Project Heat (the Company”), proposes to invest approximately \$6,500,000 in real property improvements and personal property in order to expand the Company’s processing facility (the “Project”) (collectively, the land, real property improvements and the personal property shall be referred to herein as the “Property”) and to create 30 new, full-time jobs at the Project; and

**WHEREAS**, the County Council of Jasper County (“County Council”) has agreed to assist the Company in connection with the Project by (i) locating the Project in the Park, and (ii) pursuant

to the Infrastructure Credit Act, providing certain Infrastructure Credits to the Company with respect to qualified Infrastructure used in the establishment and operation of the Project; and

**WHEREAS**, the County Council has agreed, pursuant to the MCIP Act and the Infrastructure Credit Act, that the Project shall qualify for a 10-year 15% Infrastructure Credit, all as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the “SSRC Agreement”); and

**WHEREAS**, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and

**WHEREAS**, it appears that the SSRC Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Council of Hampton County, in meeting duly assembled, as follows:

Section 1. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting, and are directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 2. *Multi-County Park.* The establishment of the Park to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. To include the Project will be complete on adoption of this Ordinance by County Council, delivery of this Ordinance to the Clerk to County Council Hampton County, South Carolina and receipt of an ordinance from Hampton County.

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

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction

to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

**DONE, RATIFIED AND ADOPTED** this 4th day of May, 2026.

**JASPER COUNTY, SOUTH CAROLINA**

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William Rowell, Chairman of Jasper County Council

ATTEST:

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Wanda Giles, Clerk  
Jasper County Council

First Reading: March 16, 2026  
Second Reading: April 20, 2026  
Public Hearing: April 20, 2026  
Third Reading: May 4, 2026

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**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

between

**JASPER COUNTY, SOUTH CAROLINA,**

and

**DALY ORGANICS LLC**  
a Georgia limited liability company

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Dated as of May 4, 2026

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**SUMMARY OF CONTENTS OF  
SSRC AGREEMENT**

This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this SSRC Agreement.

| PROVISION                        | BRIEF DESCRIPTION                                                                                         | SECTION REFERENCE |
|----------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------|
| <b>Company Name</b>              | Daly Organics                                                                                             |                   |
| <b>Project Location</b>          | Bellinger Hill Road                                                                                       |                   |
| <b>Tax Map No.</b>               | 038-00-08-044                                                                                             |                   |
|                                  |                                                                                                           |                   |
|                                  |                                                                                                           |                   |
| <b>SSRC Agreement</b>            |                                                                                                           |                   |
| <b>Infrastructure Credit</b>     |                                                                                                           |                   |
| • Brief Description              | 15% for the Credit Term                                                                                   |                   |
| • Credit Term                    | 10 Years                                                                                                  |                   |
| • Minimum Investment Requirement | \$6,500,000                                                                                               |                   |
| • Minimum Job Requirement        | 30                                                                                                        |                   |
| • Assessment Ratio               | 6%                                                                                                        |                   |
| • Millage Rate                   | .341 (adjusted annually)                                                                                  |                   |
| <b>Multicounty Park</b>          | Park Agreement between Jasper County and Hampton County                                                   |                   |
| <b>Other Information</b>         | Expansion of Processing Facility located at the intersection of S. Okatie Highway and Bellinger Hill Road |                   |

## **SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

**THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT**, dated as of as of April 20, 2026 (the “Agreement”), between **JASPER COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **DALY ORGANICS LLC**, a limited liability company organized and existing under the laws of the State of Georgia (the “Company”).

### **WITNESSETH:**

**WHEREAS**, Jasper County, South Carolina (the “County”) is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “MCIP Act”), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, the County is authorized by Section 4-1-175 of the MCIP Act and Section 4-29-68, Code of Laws of South Carolina 1976, as amended (the "Infrastructure Credit Act") to provide infrastructure credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise. Under the authority provided in the MCIP Act, the County anticipates creating a multi-county park with Hampton County, South Carolina (the “Park”); and

**WHEREAS**, Pursuant to the Infrastructure Credit and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against fee-in-lieu of tax payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);and

**WHEREAS**, the Company leases the real property on which the Company has established a processing facility from Bellinger Hills Properties, LLC, which real property is more specifically described in Exhibit A attached hereto (the “Land”); and

**WHEREAS**, the Company now proposes to invest approximately \$6,500,000 in Real Property improvements and personal property in order to expand the Company’s processing facility and to create 30 new, full-time jobs (the “Project”) (collectively, the Land, real property improvements and the personal property shall be referred to herein as the “Property”); and

**WHEREAS**, the County Council of Jasper County (“County Council”) has agreed to assist the Company in connection with the Project by (i) locating the Project in the Park, and (ii) pursuant to the Infrastructure Credit Act, providing certain Infrastructure Credits to the Company with respect to qualified Infrastructure used in the establishment and operation of the Project; and

**WHEREAS**, the County Council has agreed, pursuant to the MCIP Act and the Infrastructure Credit Act, that the Project shall qualify for a 10-year 15% credit, all as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the “SSRC Agreement”); and

**WHEREAS**, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation and/or retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and

**WHEREAS**, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on May 4, 2026, following a public hearing held on April 20, 2026.

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

#### **ARTICLE I DEFINITIONS**

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“*Agreement*” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“*Certification Date*” shall have the meaning set forth in Section 3.01(b).

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended.

“*Company*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Cost of Infrastructure*” shall mean the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate and personal property in connection with the Project, and any other such similar or like expenditures authorized by the Infrastructure Credit Act.

“*County*” shall mean Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“*Expansion Project*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Fee Payments*” shall mean the payments in lieu of taxes, including, if applicable, any negotiated payments in lieu of taxes pursuant to the Code, made by the owners(s) of the Project.

“*Infrastructure Credit Act*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*MCIP Act*” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“*Minimum Commitment*” shall have the meaning set forth in Section 3.01(b).

“*Minimum Investment Requirement*” shall mean a taxable investment in real and personal property of not less than \$6,500,000.

“*Minimum Jobs Requirement*” shall mean not less than 30 new, full-time jobs created by the Company in connection with the Project.

“*Ordinance*” shall mean the ordinance enacted by the County Council on May 4, 2026, authorizing the execution and delivery of this Agreement.

“*Park*” shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

“*Park Agreement*” shall mean the agreement with Hampton County to establish the Park.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“*Project*” shall have the meaning set forth with respect to such term in the recitals to this Agreement and shall include the Original Project and the Expansion Project.

“*Property*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**SECTION 2.01. Representations by the County.** The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Company for the purpose of promoting economic development within the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Georgia and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(d) The Company will use commercially reasonable efforts to achieve the Minimum Investment Requirement and the Minimum Jobs Requirement.

(e) The financing of the Cost of Infrastructure by the County has been instrumental in inducing the Company to expand the Project in Jasper County, South Carolina.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event the Park Agreement is terminated, the County agrees to use commercially reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

**ARTICLE III INFRASTRUCTURE CREDITS**

SECTION 3.01. Infrastructure Credits.

(a) To assist in paying for the Cost of Infrastructure, the Company and any qualifying sponsor are entitled to claim an Infrastructure Credit to reduce certain Fee Payments due and owing from the Company or sponsor to the County that pertain to the Project. The real property and improvements thereon and all qualifying personal property expenses of the Company under the Project shall qualify for a 10-year 15% Infrastructure Credit. The 15% Infrastructure Credit shall begin in the year after the initial real property improvements and/or personal property attributable to the Expansion Project are placed in service and shall continue for 9 years thereafter ("Expansion Credit Term"). In no event may the Company's aggregate infrastructure credit claimed pursuant to this Section exceed the aggregate expenditures by the Company or sponsor on the Cost of Infrastructure.

(b) Minimum Commitment. The Company shall meet the Minimum Investment Requirement and the Minimum Jobs Requirement (together, the "Minimum Commitment") by the Certification Date, as defined below. The Company shall certify to the County the achievement of the Minimum Commitment no later than December 31, 2032 (the "Certification Date"), by providing documentation to the County sufficient to reflect the achievement of the Minimum Commitment. If the Company fails to certify the Minimum Commitment by the Certification Date, the County may provide notice to the Company of such failure. If the Company fails to provide the certification within thirty (30) days of the receipt of notice from the County, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

(c) THIS AGREEMENT AND THE ADDITIONAL INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY

THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

(e) To the extent that the Infrastructure Credit is used as payment for personal property and the personal property is removed from the Project during the ten-year period and not otherwise replaced, then the amount of the fee-in-lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two years immediately following the removal, as set forth in Section 4-29-68(A)(2)Iii) of the Code of Laws of South Carolina, 1976, as amended. If the Company replaces the removed property with qualifying replacement property, as defined in the Act, then the removed personal property is deemed not to have been removed from the Project. This Agreement is applicable to the Property located in the Park as part of the Project.

#### **ARTICLE IV – CLAW BACK**

SECTION 4.01. Claw Back. If the Company fails to meet the Minimum Commitment by the Certification Date, then the Company shall be subject to a reduction in the Credit as described in Exhibit B (the “Claw Back”). Notwithstanding the above, the County may forego the application of the Claw Back or extend the Certification Date.

For the avoidance of doubt, the Claw Back set forth in this Section 4.01 and in Exhibit B apply solely to the benefits provided by the Infrastructure Credits.

#### **ARTICLE V CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT**

SECTION 5.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 5.02. Transfers of Project; Assignment of Interest in this Agreement by the Company.

The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 5.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Additional Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

**ARTICLE VI DEFAULTS AND REMEDIES**

SECTION 6.01. Events of Default. The following are "Events of Default" under this Agreement:

(a) A Cessation of Operations. For purposes of this Agreement, a "Cessation of Operations" means a publicly announces closure of the Project; a layoff of a majority of the employees working at the Project over a period of three (3) months, or a reduction in production of more than eighty percent (80%) that continues for a period of twelve (12) consecutive months;

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(c) Material failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

SECTION 6.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE VII MISCELLANEOUS**

SECTION 7.01. Termination. Subject to Sections 6.01 and 6.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Company.

SECTION 7.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally for the Additional Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County: Jasper County, South Carolina  
Attn: County Administrator  
PO Box 1149  
358 Third Avenue  
Ridgeland, SC 29936
  
- with a copy to: (which shall not constitute notice to the County): Parker Poe Adams & Bernstein  
Attn: Ray Jones  
1221 Main Street, Suite 1100  
Columbia, SC 29201
  
- (b) if to the Company: Daly Organics LLC  
1465 Bellinger Hill Road  
Hardeeville, SC 29927  
Attention: Madison Daly
  
- with a copy to: (which shall not constitute notice to the Company) Haynsworth Sinkler Boyd, P.A.  
1201 Main Street, Suite 2200  
Columbia, SC 29201  
Attention: Gary W. Morris

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 7.11. Indemnity.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the

County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The Indemnified Party is entitled to use counsel of its choice and the Company shall reimburse the Indemnified Party for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The Indemnified Party shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the Indemnified Party within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the Indemnified Party is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The Indemnified Party may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the Indemnified Party's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the Indemnified Party having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations of this section 6.11 shall survive termination of this Agreement.

SECTION 7.12. Administrative Fees. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

SECTION 7.13. Facsimile/Scanned Signature. The Parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the Parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, Jasper County, South Carolina, has caused this Agreement to be executed by the Chairman of the Jasper County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the Company has each caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

---

William Rowell, Chairman of Jasper County Council

[SEAL]

Attest:

---

Wanda Giles, Clerk  
Jasper County, South Carolina

*[Signature page 1 to Special Source Revenue Credit Agreement]*

**DALY ORGANICS LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bellinger Hill Properties, LLC, to the extent of its interest in the Property, hereby joins in this Agreement.

BELLINGER HILL PROPERTIES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature page 2 to Special Source Credit Agreement]*

## EXHIBIT A

### PROPERTY

Jasper County Tax Map#: 038-00-08-044

All that certain piece, parcel and tract of land containing Two Hundred Twenty-three and Six Hundred Ninety-six One-thousandths (223.696) acres situate, lying and being in Jasper County, South Carolina, and shown upon a plat thereof entitled "Boundary Survey of a 223.696 Acre Portion of the Lands of Delta Plantation Corporation, Being a Portion of the Union Camp Corp. Pierpont Tract" prepared for James A. Daly and Lake Walker Daly by Thomas & Hutten Engineering, Co. dated September 6, 1995 and recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Plat Book 21 at Page 362. This property consists of 6.667 Acres in Easement (containing a 66 foot wide Access Easement) and 217.029 Acres Non-Easement, and is bounded in general as follows: On the North by property now or formerly of Scott and by property now or formerly of Washington; on the East by lands of others; on the South by property now or formerly of Delta Plantation Corporation; and on the West by South Carolina Highway 92 Right-of-Way. This conveyance specifically includes a one-half (1/2) undivided interest in and to all oil, gas, minerals and other substances, of whatever kind or nature, known or unknown and in whatever combination or association they may be found lying in, or under the property specifically including, without limiting the generality of the foregoing, all oil, gas and minerals and all rights of ownership of the minerals and other substances together with all rights, obligations and interests therein which were conveyed to Delta Plantation Corporation by deed of Union Camp Corporation dated October 2, 1987 and recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Deed Book 92 at Page 255.

This property is conveyed subject to all valid mortgages, reservations, restrictions, easements and rights-of-way of record.

## EXHIBIT B

### DESCRIPTION OF CLAWBACK

If the Company, fails to meet the Minimum Investment Requirements and/or the Minimum Jobs Requirement, a repayment of the Infrastructure Credits received to that date shall be due, such amount to be calculated as described below, and thereafter the remaining Infrastructure Credits shall be adjusted by multiplying the amount of Infrastructure Credit by the Overall Achievement Percentage.

**Repayment Amount = Total Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Overall Achievement Percentage**

**Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2**

**Investment Achievement Percentage = Actual Investment Achieved / Minimum Investment Requirement [may not exceed 100%]**

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Minimum Jobs Requirement [may not exceed 100%]**

*For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$5,000,000 had been invested at the Project and 24 jobs had been created by the Certification Date, the Repayment Amount would be as follows:*

*Jobs Achievement Percentage = 24 / 30 = 80%*

*Investment Achievement Percentage = \$5,000,000 / \$6,500,000 = 77%*

*Overall Achievement Percentage = (80% + 77%) / 2 = 78.5%*

*Claw Back Percentage = 100% - 78.5% = 21.5%*

*Repayment Amount = \$100,000 x 21.5% = \$21,500*

The Company shall pay any amounts described in or calculated pursuant to this Exhibit B within 30 days of receipt of a written statement from the County. If not timely paid by the Company, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit B survives termination of this Fee Agreement. Notwithstanding the foregoing, and for the avoidance of doubt, the County may, in its sole discretion, elect to forego payment of the Repayment Amount or any prospective reduction in Infrastructure Credits pursuant to Section 4.01 and this Exhibit B hereof or extend the Certification Date.

|                         |   |                                    |
|-------------------------|---|------------------------------------|
| STATE OF SOUTH CAROLINA | ) |                                    |
|                         | ) | AGREEMENT FOR THE ESTABLISHMENT    |
| COUNTY OF JASPER        | ) | OF MULTI-COUNTY INDUSTRIAL/        |
|                         | ) | BUSINESS PARK (FREEDOM INDUSTRIAL) |
| COUNTY OF HAMPTON       | ) | PARK)                              |

**THIS AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (FREEDOM INDUSTRIAL PARK)** for the establishment of a multi-county industrial/business park to be located within Jasper County and Hampton County is made and entered into as of May 4, 2026, by and between Jasper County, South Carolina (“Jasper County”) and Hampton County, South Carolina (“Hampton County”).

RECITALS

**WHEREAS**, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. \_\_\_\_\_, enacted by Jasper County Council on May 4, 2026, and Ordinance No. \_\_\_\_\_ enacted by Hampton County Council on \_\_\_\_\_, 2026, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Jasper County a multi-county industrial/business park (the "Park"), to be located upon property more particularly described in Exhibit A (Jasper); and

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

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

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

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

**3. Location of the Park.**

(A) The Park consists of property that is located in Jasper County and which now or will be owned by project sponsors for the purpose of establishing industrial, distribution and/or commercial facilities, the property being more particularly described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Jasper County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the county council of Jasper County and resolution of the county council of Hampton County. Except as permitted by the Intergovernmental Agreement dated as of November 4, 2021 between Jasper County and the City of Hardeeville, South Carolina ("2021 IGA") if any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

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

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

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

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

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

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

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

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

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

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Jasper County shall be distributed in accordance with an ordinance adopted by Jasper County Council:

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

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

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

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

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

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

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

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

**15. Term; Termination.** Except as specifically provided in this **Section 15**, Jasper County and Hampton County agree that this Agreement may not be terminated in its entirety by any party and shall remain in effect for a period equal to the longer of (i) twenty-one (21) years commencing with the effective date of this Agreement or (ii) a period of time of sufficient length to facilitate any special source revenue credits due with respect to Park property. Notwithstanding anything in this Agreement to the contrary, this Agreement may not be terminated to the extent that Jasper County has outstanding contractual commitments to any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property requiring designation of such property as part of a multi-county industrial/business park

pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina and/or Title 4, Chapter 1 of the Code (the "Act"), unless Jasper County shall first (i) obtain the written the consent of such owner, lessee/tenant, or other taxpayer or (ii) designate such parcel as part of another multi-county industrial/business park pursuant to the Act effective immediately upon termination of this Agreement. Additionally, in the event that Jasper County complies with the preceding sentence, Jasper County may unilaterally terminate this Agreement upon providing thirty (30) days' notice to Hampton County and any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property.

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

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

JASPER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
County Council Clerk  
Jasper County, South Carolina

HAMPTON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman, County Council  
Hampton County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
County Council Clerk  
Hampton County, South Carolina

Exhibit A (Jasper)  
PARK PROPERTY

Jasper County Tax Map#: 038-00-08-044

All that certain piece, parcel and tract of land containing Two Hundred Twenty-three and Six Hundred Ninety-six One-thousandths (223.696) acres situate, lying and being in Jasper County, South Carolina, and shown upon a plat thereof entitled "Boundary Survey of a 223.696 Acre Portion of the Lands of Delta Plantation Corporation, Being a Portion of the Union Camp Corp. Pierpont Tract" prepared for James A. Daly and Lake Walker Daly by Thomas & Hutton Engineering, Co. dated September 6, 1995 and recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Plat Book 21 at Page 362. This property consists of 6.667 Acres in Easement (containing a 66 foot wide Access Easement) and 217.029 Acres Non-Easement, and is bounded in general as follows: On the North by property now or formerly of Scott and by property now or formerly of Washington; on the East by lands of others; on the South by property now or formerly of Delta Plantation Corporation; and on the West by South Carolina Highway 92 Right-of-Way. This conveyance specifically includes a one-half (1/2) undivided interest in and to all oil, gas, minerals and other substances, of whatever kind or nature, known or unknown and in whatever combination or association they may be found lying in, or under the property specifically including, without limiting the generality of the foregoing, all oil, gas and minerals and all rights of ownership of the minerals and other substances together with all rights, obligations and interests therein which were conveyed to Delta Plantation Corporation by deed of Union Camp Corporation dated October 2, 1987 and recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Deed Book 92 at Page 255.

This property is conveyed subject to all valid mortgages, reservations, restrictions, easements and rights-of-way of record.

**AGENDA**  
**ITEM # 9B**



# 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

|                        |                                                                                                                                                                                                    |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>   | April 20, 2026                                                                                                                                                                                     |
| <b>Agenda Item:</b>    | 9B – Ordinance O-2026-16                                                                                                                                                                           |
| <b>Project:</b>        | Jasper County Radio Control, Chapter No. 5096 of the Academy of Model Aeronautics, Inc. (“ <b>JCRC</b> ”) License Agreement                                                                        |
| <b>Request:</b>        | Settlement Agreement with Jasper County Radio Control (JCRC) in the amount of \$3,000.000                                                                                                          |
| <b>Action Needed:</b>  | Public Hearing and Approval of 2 <sup>nd</sup> Reading of the Ordinance                                                                                                                            |
| <b>Recommendation:</b> | Approval of 2 <sup>nd</sup> Reading to approve the Settlement Agreement with Jasper County Radio Control (JCRC) and authorization for the County Administrator to execute all necessary documents. |

### Description:

Jasper County previously entered into a Non-Exclusive License Agreement with Jasper County Radio Control (JCRC) for use of County property, approved under Ordinance 2021-11. JCRC incurred expenses in anticipation of continued use of the site. The County has since initiated termination of the agreement. The JCRC is requesting the agreement includes a one-time payment of **\$3,000** in exchange for a full release of all claims.

### Staff Recommendation:

Approval of 2<sup>nd</sup> Reading to approve the Settlement Agreement with Jasper County Radio Control (JCRC) in the amount of \$3000.00.

### Attachment(s):

Ordinance 2026-\_\_\_\_\_  
Draft Settlement Agreement

**JASPER COUNTY, SOUTH CAROLINA  
ORDINANCE NUMBER #O-2026-16**

**AN ORDINANCE OF JASPER COUNTY COUNCIL TO AUTHORIZE A  
SETTLEMENT AGREEMENT WITH JASPER COUNTY RADIO  
CONTROL CHAPTER NO. 5096 OF THE ACADEMY OF MODEL  
AERONAUTICS, INC.**

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

**WHEREAS**, on May 17, 2021, the County Council adopted Ordinance 2021-11, authorizing the County to enter into a certain Non-Exclusive License Agreement (the “License Agreement”) with Jasper County Radio Control, Chapter No. 5096 of the Academic of Model Aeronautics, Inc. (the “JCRC”) for use of such real property as generally depicted on the drawing attached to the License Agreement ; and

**WHEREAS**, in furtherance of its expected continued use of the real property depicted in the License Agreement, JCRC expended certain amounts; and

**WHEREAS**, the County Administrator noticed JCRC of the County’s intent to terminate the License Agreement;

**WHEREAS**, the County’s staff recommends the County enter into a Settlement Agreement with JCRC under the terms set forth herein;

**NOW, THEREFORE**, be it resolved by Jasper County Council, in meeting duly assembled, that:

1. The County is authorized to enter into a Settlement Agreement as to the License Agreement with JCRC upon the terms set forth in the attached copy of the Settlement Agreement; and
2. The Chairman of the County Council and/or the County Administrator shall be and they are hereby authorized to execute and the Clerk of the Council is hereby authorized to attest and deliver such Settlement Agreement and other documents as may be necessary or desirable and in so doing, to bind the County.
3. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
4. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of Jasper County, unless expressly so

providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.

5. This ordinance shall take effect and be in force upon third reading.

AND IT IS SO ORDANED, ENACTED AND ORDERED AS OF, this \_\_\_\_ day of \_\_\_\_\_ 2026.

**Jasper County, South Carolina**

\_\_\_\_\_  
W. J. Rowell, III, Chairman  
Jasper County Council

ATTEST:

\_\_\_\_\_  
Wanda Giles, Clerk to Council

Approved as to form:

\_\_\_\_\_  
Interim County Attorney

**ORDINANCE: #O-2026-\_\_**

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

## Settlement Agreement

This Settlement Agreement (“**Agreement**”) is entered into by and between the County of Jasper, South Carolina (“**County**”) and Jasper County Radio Control, Chapter No. 5096 of the Academy of Model Aeronautics, Inc. (“**JCRC**”). The County and JCRC are collectively referred to as the “**Parties**” in this Agreement, or they may be individually referred to as a “**Party**” in this Agreement.

### RECITALS

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

**WHEREAS**, on May 17, 2021, County Council adopted Ordinance 2021-11, authorizing the County to enter into a certain Non-Exclusive License Agreement (“**License Agreement**”) with JCRC for use of such real property as generally depicted on the drawing attached to the License Agreement; and

**WHEREAS**, in furtherance of its expected continued use of the real property depicted in the License Agreement, JCRC expended certain amounts; and

**WHEREAS**, the County Administrator noticed JCRC of the County’s intent to terminate the License Agreement; and

**WHEREAS**, JCRC would not have expended such amounts related to the continued use of the real property depicted in the License Agreement had it known of the County’s intent to terminate the License Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are incorporated herein and are made part and parcel of this Agreement.

2. **Payment.** In exchange and as consideration for the promises contained herein, County shall deliver the payment of Three Thousand and 00/100 (\$3,000.00) Dollars to JCRC within thirty (30) days after final execution of this Agreement by the Parties. The County and JCRC agree that each Party will bear their own fees, costs, and expenses associated with the execution of this Agreement.

3. **Release.** In exchange for the payment outlined above and other promises outlined herein, JCRC does hereby, for its agents, personal representatives,

heirs, successors, assigns, subsidiaries, affiliates, and parent companies including, without limitation, all members, employees, board members, stockholders, and partners of JCRC, fully and forever release, acquit, and discharge County and all of County's past, present, and future affiliates, partners, directors, officers, officials, agents, employees, council members, insurers, reinsurers, whether in their individual or official capacities, and other affiliated entities and individuals, predecessors, successors, and assigns including, but not limited to, any County-related state or local government agencies, bodies, entities, and individuals from any and all liability associated with, or arising out of the License Agreement. This release includes, but is not limited to, any and all claims asserted, or which could have been asserted under federal, state, or local law, regulation, ordinance or common law that in any way relate to the License Agreement through the date of execution of this Agreement.

4. **Entire Agreement.** The entirety of the Parties' understanding regarding this Agreement is wholly and exclusively set forth entirely in this written Agreement. Any alleged statement, whether verbal or in writing, not explicitly contained in this written Agreement is not part of the Parties' mutual assent and understanding regarding this Agreement. No alleged statement or alleged agreement, whether such statement or agreement be alleged to be in writing or verbal, shall be considered in construing or attempting to construe the Parties' understanding regarding this Agreement. Only the words on the pages to this written Agreement should be considered in determining the scope of the Parties' understanding regarding this Agreement.

5. **Amendments.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

6. **Governing Law.** This Agreement shall be construed and governed by the laws of the State of South Carolina.

7. **Exclusive Venue.** This Agreement was made and entered into in Jasper County, South Carolina. The Parties agree that the proper venue for any legal disputes shall be in the Jasper County Court of Common Pleas in Jasper County, South Carolina. By executing this Agreement, the Parties consent to jurisdiction in the venues identified in this Paragraph.

8. **Wavier of Right to Jury Trial.** Should any question arise regarding the breach of this Agreement, or should one of the Parties attempt to enforce this Agreement, each Party expressly waives any right to a jury trial on any issues/claims in dispute and hereby agrees that any and all disputed issues/claims shall be determined by a single judge. **IT IS THE ABSOLUTE INTENT OF THE PARTIES THAT THERE SHALL BE NO JURY TRIAL FOR ANY ACTION WHATSOEVER RELATED TO AN ALLEGED BREACH OF THIS AGREEMENT OR FOR THE ENFORCEMENT OF THIS AGREEMENT.**

9. **Non-Waiver**. The terms, covenants, representations, warranties, and conditions in this Agreement may be waived only by written instrument executed by the Party waiving compliance. Waiver by any Party hereto of any breach by another Party to this Agreement or any duties imposed upon them by law shall not be construed as a waiver of rights to any subsequent or continuing breach of this Agreement of such other Party's duties, obligations or agreements herein contained or imposed by law or for any other cause.

10. **Headings**. Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

11. **Binding Effect and Survival**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12. **Severability**. Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the remainder of this Agreement.

13. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

14. **Representation of Counsel; Joint Drafting of Agreement**. The Parties have the opportunity to be represented in negotiations for, and the preparation of, this Agreement by counsel of their own choosing. This Agreement shall be construed as jointly drafted by the Parties. No provision of this Agreement shall be interpreted against any Party because such Party, or its legal representative, drafted such provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

*[signature page to follow]*

WITNESS:

**JASPER COUNTY, SOUTH  
CAROLINA**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 2026

WITNESS:

**JASPER COUNTY RADIO  
CONTORL, CHAPTER NO. 5096  
OF THE ACADEMY OF MODEL  
AERONAUTICS, INC.**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2026

AGENDA  
ITEM # 9C

## Wanda Simmons

---

**From:** Courtney Thames  
**Sent:** Thursday, April 9, 2026 1:12 PM  
**To:** Wanda Simmons  
**Subject:** Items for April 20th Council Meeting Agenda  
**Attachments:** Bag Scanner for Courthouse Quote.pdf

Wanda,

Please see the following information regarding the agenda items the COC has requested for the April 20<sup>th</sup> meeting.

### **Budget Request Justification – Courthouse Bag Scanner**

This request is for the purchase of a bag scanner to enhance security at the courthouse. The need for this equipment was identified and recommended by Sgt. Ellis following an evaluation of the courthouse and other government buildings.

Due to the size and layout of our facility, space is limited, which restricts the range of suitable equipment options. The models being considered are appropriately sized to fit within our existing security area without requiring structural modifications.

Additionally, the two scanners under consideration have been successfully implemented in neighboring counties and come recommended based on their reliability and effectiveness in similar courthouse settings.

This investment will improve safety for employees, elected officials, and the public by strengthening entry-point screening capabilities.



# Security Pro USA

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

# Quote

| Date       | Quote # |
|------------|---------|
| 10/14/2025 | 2250    |

| Name / Address                                                                             |
|--------------------------------------------------------------------------------------------|
| Jasper County Clerk of Court<br>Robert Horton<br>8434769570<br>rkhorton@jaspercountysc.gov |

| Rep | Project |
|-----|---------|
| CP. |         |

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

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

**AGENDA**  
**ITEM # 9D**



# 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

|                        |                                                                                                                                                                                           |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>   | April 20, 2026                                                                                                                                                                            |
| <b>Agenda Item:</b>    | Agenda 9.D                                                                                                                                                                                |
| <b>Project:</b>        | Taxilane Widening and Emergency Services Helipad                                                                                                                                          |
| <b>Request:</b>        | Provide County Administrator the approval to execute FAA grant application and grant agreement for the project and award contract for construction contingent on Grant approval.          |
| <b>Action Needed:</b>  | Approval of 2026 FAA NPE Grant Application Submittal for Airport                                                                                                                          |
| <b>Recommendation:</b> | Provide County Administrator with approval to sign FAA grant application and agreement requesting funds for the project and award contract for construction contingent on Grant approval. |

### Description:

Jasper County has a bid price from a contractor to construct taxilane widening in the “legacy” area of the airport, as well as construction of a 43’x42’ concrete helipad with perimeter lighting. The taxilane widening in various locations takes pavement that is currently 12’ to 14’ wide and widens to a 20’ minimum width. This provides more room for aircraft main gear for safer operation and reduction of foreign object debris (gravel, dirt, etc.) from migrating onto the pavement. The attached sketch shows the location of the widening areas. This project is using FAA non-primary entitlements (NPE) funds, of which \$150,000 will expire this year if not committed to a project. The total project amount is \$430,206, which includes engineering and construction. The contractor is Quality Enterprises, a reputable general contractor with extensive airfield experience, including at Ridgeland-Claude Dean Airport. The FAA is paying 95%, or \$408,696, SC Aeronautics will pay 2.5%, or \$10,755, and Jasper County will be responsible for the remaining 2.5%, or \$10,755. This is the last year of FAA 95% funding. In 2027 the FAA will return to the normal 90% funding level for grants.

### Staff Recommendation:

Motion to provide the County Administrator with approval to sign FAA grant application and agreement requesting funds for the Taxilane Widening and Emergency Services Helipad Project and award contract for construction contingent on Grant approval.

**Attachment(s):** FAA Line Item Budget Breakdown of Grant Costs and Sketch



April 7, 2026

Eric Larson, P.E.  
Director of Development Services  
Jasper County  
358 Third Avenue  
Suite 202-C  
Ridgeland, S.C. 29936  
843-717-4119

RE: **2026 Emergency Generators and Pavement Rehabilitation Project  
Bid Evaluation and Award Recommendations**

Eric,

We have completed the bid tabulation and evaluation process for this project. This evaluation is an update to that provided to the County in June 2025. As you are aware, we received four (4) bids on May 22, 2025, for this project. Each of the 2025 bidders submitted bids for Schedules A and B (Emergency Generators), but not for Schedule C (Pavement Repairs). None of the work was awarded last year by Jasper County. This year, we changed the project to include the airfield emergency generator, taxilane widening in the "Legacy" airfield area and construction of a new helipad near the east automatic gate. We advertised the project for bids on March 23, 2026, and opened bids on April 6, 2026, at 2:00pm. This year we did not receive any bids on the emergency generator (Schedule A), but we did receive one (1) bid on the paving work (Bid Schedule B, Alternates 1 & 2). Attached to this letter are the certified bid tabulations and bid evaluation checklists from 2025 and 2026 for reference.

**2025 Bid Tabulation Review**

The four (4) bids received in 2025 were from Trident Veteran Construction, Paragon Incorporated of SC, Trinity Electrical Services, and Walker & Whiteside Inc. Trident and Paragon are both general commercial contractors with experience in commercial mechanical and electrical construction. Trinity and Walker & Whiteside are both primarily airfield electrical contractors that we have worked with on many different projects across South Carolina and Georgia. Each of the bids exceeded our engineer's estimate, which seems to be partly a result of the market volatility and uncertainty of contractors for setting prices for work that will not be performed several months after the bid opening. The two airfield electrical contractors submitted high prices (in comparison to the general contractors), which is also an indication of a low "hunger factor", especially when compared to recent bids involving emergency generators.

A review of the unit prices indicates some variance in the unit prices used by the contractors, but nothing that rises to the level of unbalanced bids. In fact, the "usual suspect" for unbalanced prices (i.e., mobilization) was very reasonably priced by the two lowest bidders. When comparing the combined generator prices (Schedules A & B), Trident and Paragon are within \$3,000 of each other, indicating that the price is indicative of the market and not an unbalanced or unreasonable bid.

## **Bid Schedule A – Emergency Generator – Recommendation**

On October 3, 2025, the U.S. Department of Transportation issues an Interim Final Rule (IFR) regarding the Disadvantaged Business Enterprise (DBE) program. The IFR directed that the DBE program be revised to remove race-based and sex-based presumptions of social and economic disadvantage. This requirement forced all state DOTs to revise their Unified Certification Programs (UCP) before DBE goals could be determined or participation counted. For the 2026 bidding, all reference to DBE was marked “not applicable” in the documents, and bidders were not required to include DBE subcontractors. As mentioned previously, we received zero (0) bids on Bid Schedule A (Airfield Emergency Generator).

The apparent low bidder in 2025 was Trident Veteran Construction. Trident’s bid met all requirements except for including a DBE goal and filling out the DBE pages. Due to this, our recommendation in 2025 was to award the contract to the second lowest bidder, i.e., Paragon, since they did include DBE participation. Trident would have been recommended except for the obvious DBE discrepancy.

Since the work was not awarded last year, the County directed Holt to include the generator in this year’s bidding since this year we have the “no DBE” stipulation on federal contracts. However, we did not receive any bids on the generator on April 6<sup>th</sup>. Subsequently Holt reached out to Trident to see if they might be interested in performing the work based on last year’s bid and considering in the 2026 bidding environment that DBE participation is not required or counted. Since no bids were received this year, no contractor could protest the award. Kim Burgess agreed this would be acceptable since the County would have no exposure to protest. Andrew Evans with Trident has checked with vendors and feels that his firm can perform the work. We therefore recommend that the County proceed with Trident’s bid price from last year and include in our grant application so the project can be awarded, and the FAA funds can be used and not expire as they did last year.

## **2026 Bid Schedule B – Taxilane Widening and Helipad – Bid Evaluation and Recommendation**

Quality Enterprises (QE) submitted the only bid received for Bid Schedule B, Alternate 1 (asphalt helipad) and Alternate 2 (concrete helipad). QE completed the Phases 2 & 3 projects for the Runway 18-36 program in 2018-2020. They performed good quality work and have substantial airfield project experience, including at Hilton Head Island Airport (HXD) and Savannah/Hilton Head International Airport (SAV), as well as numerous airports in Florida and military bases across the southeast. They have been in business for 32 years, have a good reputation, and plenty of equipment and personnel. Their bid submission was complete and accurate, and our only concern was the mobilization total of \$157,000. We did include some engineering costs required for permitting for Jasper County and SCDES in the mobilization pay item, as well as signing/sealing the electrical design for the helipad, so this amount would naturally be higher than a typical project where the mobilization is to cover the project oversight. In addition, since the project is small, we generally see higher mobilization figures compared to larger projects.

When we look at unit price totals that exclude mobilization, QE is between 12 and 15 percent lower than the engineer’s estimated totals. When we compare QE’s bid total to our engineer’s estimate, they are about 20% higher. Some of this may also be impact of much higher diesel fuel prices since the war in Iran began, and the uncertainty looking several months into the future when we get the grant monies. This

would seem to indicate that QE kept the unit prices lower and loaded up their overhead and management in the mobilization amount. We have asked QE for a breakdown of the mobilization costs so we can present this to the FAA for their approval. Overall, we feel that awarding the project to QE is a good plan and allows us to use the expiring FAA funds on a real project using a reputable contractor.

In addition, we recommend award of Bid Schedule B - Alternate 2 for the total of \$368,567.30, which specified concrete paving for the helipad. The total cost is only \$5,787.80 more than the asphalt helipad bid schedule, or about 1.6% more than Alternate 1 total cost. In addition, concrete pavement for a helipad has at least three advantages. It is resistant to rutting that will eventually happen to the asphalt caused by the helipad skids and hot summer temperatures. Second, it will last longer than the asphalt pavement, and finally concrete pavement is much lighter in color and will stand out better visually to helicopter pilots. Since the County's share is only 2.5%, the extra cost is only \$145 to get the better product.

Unless directed otherwise by Jasper County, we will update the FAA grant application packages using Trident Veteran Construction's 2025 bid total for the airfield emergency generator work and Quality Enterprises' Schedule B - Alternate 2 price for the Taxiway Widening and Helipad work. We'll prepare the grant application packages and agenda item summary to be ready for approval at the County Council meeting on April 20, 2026. Please let me know if you have any questions or need additional information.



Kevin Morris  
Project Manager - Holt Consulting Company LLC

Attachments: 2025 & 2026 Bid Tabulations  
2025 & 2026 Bid Evaluations



2025 EMERGENCY GENERATORS AND PAVEMENT REHABILITATION PROJECT - BID OPENING: 5/22/2025, 2:00 p.m.

FAA AIP No.: 3-45-0048-OXX-2025

Ridgeland-Claude Dean Airport (3J1)



| Bid Schedule A: Airfield Emergency Generator (AIG) |           |                                                                                                                                                   |          |      | Trident Veteran Construction |              | Paragon Inc. of SC   |               | Trinity Electrical   |               | Walker and Whiteside |               |
|----------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------------------------|--------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|
| Item #                                             | Spec No.  | Description                                                                                                                                       | Quantity | Unit | Price                        | Total        | Price                | Total         | Price                | Total         | Price                | Total         |
| 1                                                  | C-105.01  | Mobilization - Bid Schedule A                                                                                                                     | 1        | LS   | \$ 10,000.00                 | \$ 10,000.00 | \$ 5,000.00          | \$ 5,000.00   | \$ 15,000.00         | \$ 15,000.00  | \$ 18,890.00         | \$ 18,890.00  |
| 2                                                  | 263213.01 | Propane or Diesel Powered Emergency Generator (38kW/47.5KVA), Including Concrete Foundation/Pad, Connections to Existing Lighting Vault, Complete | 1        | LS   | \$ 62,000.00                 | \$ 62,000.00 | \$ 112,000.00        | \$ 112,000.00 | \$ 117,550.00        | \$ 117,550.00 | \$ 183,442.00        | \$ 183,442.00 |
| 3                                                  | 263213.02 | Install Propane or Diesel Generator Base Fuel Tank, Double Wall (500 Gallon Steel Double Wall Tank) with Concrete Pad, Complete                   | 1        | LS   | \$ 33,000.00                 | \$ 33,000.00 | \$ 14,000.00         | \$ 14,000.00  | \$ 18,000.00         | \$ 18,000.00  | \$ 3,844.00          | \$ 3,844.00   |
| 4                                                  | 263623.01 | Install Automatic Transfer Switch for Airfield Emergency Generator, Complete                                                                      | 1        | LS   | \$ 31,000.00                 | \$ 31,000.00 | \$ 26,000.00         | \$ 26,000.00  | \$ 19,550.00         | \$ 19,550.00  | \$ 8,990.00          | \$ 8,990.00   |
| <b>BID SCHEDULE A TOTAL =</b>                      |           |                                                                                                                                                   |          |      | <b>\$ 136,000.00</b>         |              | <b>\$ 157,000.00</b> |               | <b>\$ 170,100.00</b> |               | <b>\$ 215,166.00</b> |               |

| Bid Schedule B: Terminal Area Emergency Generator (Non-AIP) |           |                                                                                                                                                                            |          |      | Trident Veteran Construction |               | Paragon Inc. of SC   |               | Trinity Electrical   |               | Walker and Whiteside |               |
|-------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|
| Item #                                                      | Spec. No. | Description                                                                                                                                                                | Quantity | Unit | Price                        | Total         | Price                | Total         | Price                | Total         | Price                | Total         |
| 1                                                           | C-105.02  | Mobilization - Bid Schedule B                                                                                                                                              | 1        | LS   | \$ 10,000.00                 | \$ 10,000.00  | \$ 5,000.00          | \$ 5,000.00   | \$ 27,000.00         | \$ 27,000.00  | \$ 34,890.00         | \$ 34,890.00  |
| 2                                                           | 263213.03 | Propane or Diesel Powered Emergency Generator (125kW/156.25kVA), Including Concrete Foundation/Pad, Connections to Existing Terminal Area Power and Field Panels, Complete | 1        | LS   | \$ 108,000.00                | \$ 108,000.00 | \$ 137,000.00        | \$ 137,000.00 | \$ 201,910.00        | \$ 201,910.00 | \$ 294,390.00        | \$ 294,390.00 |
| 3                                                           | 263213.04 | Install Propane or Diesel Generator Base Fuel Tank, Double Wall (1750 Gallon Steel Double-Wall Tank) with Concrete Pad, Complete                                           | 1        | LS   | \$ 45,000.00                 | \$ 45,000.00  | \$ 22,000.00         | \$ 22,000.00  | \$ 31,420.00         | \$ 31,420.00  | \$ 8,015.00          | \$ 8,015.00   |
| 4                                                           | 263623.02 | Install Automatic Transfer Switch for Terminal Area Emergency Generator, Complete                                                                                          | 1        | LS   | \$ 33,000.00                 | \$ 33,000.00  | \$ 32,000.00         | \$ 32,000.00  | \$ 27,150.00         | \$ 27,150.00  | \$ 8,770.00          | \$ 8,770.00   |
| 5                                                           | L-119.01  | L-810(L) Single LED Airport Obstruction Light Assembly, Mounted on 30' Tower, Complete with Concrete Foundation, Grounding and All Connections, Complete                   | 1        | LS   | \$ 36,000.00                 | \$ 36,000.00  | \$ 18,000.00         | \$ 18,000.00  | \$ 24,110.00         | \$ 24,110.00  | \$ 34,053.00         | \$ 34,053.00  |
| <b>BID SCHEDULE B TOTAL =</b>                               |           |                                                                                                                                                                            |          |      | <b>\$ 232,000.00</b>         |               | <b>\$ 214,000.00</b> |               | <b>\$ 311,590.00</b> |               | <b>\$ 380,118.00</b> |               |

| Bid Schedule C: Pavement Repairs and Widening (AIG) |           |                                                                                               |          |      | Trident Veteran Construction |       | Paragon Inc. of SC |       | Trinity Electrical |       | Walker and Whiteside |       |
|-----------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------|----------|------|------------------------------|-------|--------------------|-------|--------------------|-------|----------------------|-------|
| Item #                                              | Spec. No. | Description                                                                                   | Quantity | Unit | Price                        | Total | Price              | Total | Price              | Total | Price                | Total |
| 1                                                   | C-105.03  | Mobilization - Bid Schedule C                                                                 | 1        | LS   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 2                                                   | SC-107    | Airfield Low-Profile Barricades                                                               | 1        | LS   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 3                                                   | SC-202.01 | Asphalt Pavement Milling                                                                      | 20       | SY   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 4                                                   | SC-202.02 | Asphalt Pavement Removal (Including Any Base)                                                 | 26       | SY   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 5                                                   | SC-203.01 | Subgrade Preparation                                                                          | 432      | SY   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 6                                                   | SC-305A   | Graded Aggregate Base Course (6" Thick)                                                       | 432      | SY   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 7                                                   | SC-401    | Bituminous Tack Coat                                                                          | 100      | GAL  |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 8                                                   | SC-404    | Bituminous Surface Course - Type B (3" Total Thickness for New Pavement, 2" for Mill/Overlay) | 68       | TON  |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 9                                                   | SC-810A   | Temporary Grassing                                                                            | 0.25     | MSY  |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 10                                                  | SC-810B   | Mulching                                                                                      | 0.25     | MSY  |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 11                                                  | SC-810C   | Permanent Grassing                                                                            | 0.25     | MSY  |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 12                                                  | TD-100    | Helicopter Parking Tie-Down Anchor, Complete                                                  | 3        | EA   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| <b>BID SCHEDULE C TOTAL =</b>                       |           |                                                                                               |          |      | <b>\$ -</b>                  |       | <b>\$ -</b>        |       | <b>\$ -</b>        |       | <b>\$ -</b>          |       |

The attached bid tabulation is an accurate summary of the bids received on the subject project. Any discrepancy in unit prices or extended totals have been identified.

*Ryan Hounshell*

Certified by Ryan Hounshell, P.E.  
SC PE # 32279  
Date: 05-23-2025

Remarks: Trident did not submit DBE information. They are self-performing the entire job.

Remarks: Paragon has 4.42% DBE percentage (all on Bid Schedule B)

Remarks: Trinity claimed 0.5% DBE participation, but actual calculated value is 1.0%, using a DBE supplier.

Remarks: Walker & Whiteside met DBE goal at 0.50% using a DBE supplier.



**EMERGENCY GENERATOR, TAXILANE WIDENING AND HELIPAD PROJECT - BID OPENING: 4/6/2026, 2:00 p.m.**  
**FAA AIP No.: 3-45-0048-019/020-2026**  
**Ridgeland-Claude Dean Airport (3J1)**



| BID SCHEDULE A: AIRFIELD EMERGENCY GENERATOR (AIG) |           |                                                                                                                                                   |          |      | Quality Enterprises |       | Engineer's Estimate  |              |
|----------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|---------------------|-------|----------------------|--------------|
| Item #                                             | Spec No.  | Description                                                                                                                                       | Quantity | Unit | Price               | Total | Price                | Total        |
| 1                                                  | C-105.01  | Mobilization - Bid Schedule A                                                                                                                     | 1        | LS   | NO BID SUBMITTED    | \$ -  | \$ 10,000.00         | \$ 10,000.00 |
| 2                                                  | 263213.01 | Propane or Diesel Powered Emergency Generator (38kW/47.5KVA), Including Concrete Foundation/Pad, Connections to Existing Lighting Vault, Complete | 1        | LS   |                     | \$ -  | \$ 62,000.00         | \$ 62,000.00 |
| 3                                                  | 263213.02 | Install Propane or Diesel Generator Base Fuel Tank, Double Wall (500 Gallon Steel Double-Wall Tank) with Concrete Pad, Complete                   | 1        | LS   |                     | \$ -  | \$ 33,000.00         | \$ 33,000.00 |
| 4                                                  | 263623.01 | Install Automatic Transfer Switch for Airfield Emergency Generator, Complete                                                                      | 1        | LS   |                     | \$ -  | \$ 31,000.00         | \$ 31,000.00 |
| <b>BID SCHEDULE A TOTAL =</b>                      |           |                                                                                                                                                   |          |      | <b>\$ -</b>         |       | <b>\$ 136,000.00</b> |              |

| BID SCHEDULE B: TAXILANE WIDENING & HELIPAD (NPE) - ALTERNATE 1 (ASPHALT HELIPAD) |           |                                                                                                                                                    |          |      | Quality Enterprises  |               | Engineer's Estimate  |              |
|-----------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|----------------------|---------------|----------------------|--------------|
| Item #                                                                            | Spec. No. | Description                                                                                                                                        | Quantity | Unit | Price                | Total         | Price                | Total        |
| 1                                                                                 | C-105.02  | Mobilization - Bid Schedule B                                                                                                                      | 1        | LS   | \$ 157,000.00        | \$ 157,000.00 | \$ 50,000.00         | \$ 50,000.00 |
| 2                                                                                 | SC-107    | Airfield Low-Profile Barricades                                                                                                                    | 1        | LS   | \$ 10,750.00         | \$ 10,750.00  | \$ 5,000.00          | \$ 5,000.00  |
| 3                                                                                 | SC-202.01 | Asphalt Pavement Milling                                                                                                                           | 18       | SY   | \$ 46.00             | \$ 828.00     | \$ 100.00            | \$ 1,800.00  |
| 4                                                                                 | SC-202.02 | Asphalt Pavement Removal (Including Any Base)                                                                                                      | 52       | SY   | \$ 30.00             | \$ 1,560.00   | \$ 50.00             | \$ 2,600.00  |
| 5                                                                                 | SC-202.03 | Pavement Marking Obliteration                                                                                                                      | 75       | SF   | \$ 12.00             | \$ 900.00     | \$ 10.00             | \$ 750.00    |
| 6                                                                                 | SC-203.01 | Subgrade Preparation                                                                                                                               | 1,200    | SY   | \$ 7.00              | \$ 8,400.00   | \$ 25.00             | \$ 30,000.00 |
| 7                                                                                 | SC-305A   | Graded Aggregate Base Course (6" Thick)                                                                                                            | 1,200    | SY   | \$ 41.00             | \$ 49,200.00  | \$ 50.00             | \$ 60,000.00 |
| 8                                                                                 | SC-401    | Bituminous Tack Coat                                                                                                                               | 183      | GAL  | \$ 12.00             | \$ 2,196.00   | \$ 10.00             | \$ 1,830.00  |
| 9                                                                                 | SC-404    | Bituminous Surface Course - Type B (3" Total Thickness for New Pavement, 2" for Mill/Overlay)                                                      | 200      | TON  | \$ 275.00            | \$ 55,000.00  | \$ 375.00            | \$ 75,000.00 |
| 10                                                                                | SC-810A   | Temporary Grassing                                                                                                                                 | 0.25     | AC   | \$ 8,493.00          | \$ 2,123.25   | \$ 4,000.00          | \$ 1,000.00  |
| 11                                                                                | SC-810B   | Mulching                                                                                                                                           | 0.25     | AC   | \$ 8,493.00          | \$ 2,123.25   | \$ 4,000.00          | \$ 1,000.00  |
| 12                                                                                | SC-810C   | Permanent Grassing                                                                                                                                 | 0.25     | AC   | \$ 29,624.00         | \$ 7,406.00   | \$ 6,000.00          | \$ 1,500.00  |
| 13                                                                                | SC-815.01 | Temporary Compost Filter Sock                                                                                                                      | 800      | LF   | \$ 9.00              | \$ 7,200.00   | \$ 10.00             | \$ 8,000.00  |
| 14                                                                                | P-620A    | Permanent Pavement Marking, Reflective White or Yellow (Type III) with Type III Beads include Microbicide                                          | 1,060    | SF   | \$ 5.00              | \$ 5,300.00   | \$ 4.00              | \$ 4,240.00  |
| 15                                                                                | P-620B    | Permanent Pavement Marking, Non-Reflective Black (Type III) include Microbicide                                                                    | 1,650    | SF   | \$ 4.00              | \$ 6,600.00   | \$ 3.00              | \$ 4,950.00  |
| 16                                                                                | L-108-5.1 | Remove L-824 5kV Cables                                                                                                                            | 50       | LF   | \$ 4.00              | \$ 200.00     | \$ 3.00              | \$ 150.00    |
| 17                                                                                | L-108-5.2 | Install 1/C, #8 AWG, L-824C, 5kV Cable installed in Trench, Ductbank or Conduit.                                                                   | 275      | LF   | \$ 6.00              | \$ 1,650.00   | \$ 4.00              | \$ 1,100.00  |
| 18                                                                                | L-108-5.3 | Install #6 Bare CU, 600V Ground Counterpoise installed in Trench, Ductbank or Conduit, Ground Rods, Connections, Couplings, Drive Studs Incidental | 250      | LF   | \$ 5.00              | \$ 1,250.00   | \$ 3.00              | \$ 750.00    |
| 19                                                                                | L-108-5.4 | Install Additional CU Clad Ground Rod, 3/4" x 10", (Contingency in the event a single rod will not suffice due to Poor Soil Conditions)            | 2        | EA   | \$ 61.00             | \$ 122.00     | \$ 150.00            | \$ 300.00    |
| 20                                                                                | L-108-5.5 | Install Additional L-823 Cable Splice Connector Kit, Complete                                                                                      | 2        | EA   | \$ 121.00            | \$ 242.00     | \$ 100.00            | \$ 200.00    |
| 21                                                                                | L-108-5.6 | Remove Counterpoise Conductor, Ground Rods Incidental                                                                                              | 50       | LF   | \$ 7.00              | \$ 350.00     | \$ 50.00             | \$ 2,500.00  |
| 22                                                                                | L-110-5.1 | Install Trench & Backfill (Airfield Lighting Circuits)                                                                                             | 250      | LF   | \$ 4.00              | \$ 1,000.00   | \$ 4.00              | \$ 1,000.00  |
| 23                                                                                | L-110-5.2 | Install 2" Schedule 40 PVC, Direct Buried in Trench (Airfield Circuiting Cables)                                                                   | 225      | LF   | \$ 15.00             | \$ 3,375.00   | \$ 12.00             | \$ 2,700.00  |
| 24                                                                                | L-110-5.3 | Install 2" Directional Bore in Existing Pavement, Schedule 40 PVC, (For Airfield Circuiting Cables)                                                | 45       | LF   | \$ 67.00             | \$ 3,015.00   | \$ 100.00            | \$ 4,500.00  |
| 25                                                                                | L-110-5.4 | Install Concrete Duct Marker                                                                                                                       | 2        | EA   | \$ 364.00            | \$ 728.00     | \$ 150.00            | \$ 300.00    |
| 26                                                                                | L-125-5.1 | Install L-861H (L) LED Helipad Edge Light, In Turf, 6.6A, L-830 Xfmr on L-867B Base                                                                | 7        | EA   | \$ 3,761.00          | \$ 26,327.00  | \$ 2,000.00          | \$ 14,000.00 |
| 27                                                                                | L-125-5.2 | Install L-852H (L) LED Semi-Flush Helipad Edge Light, In-Pavement, 6.6A, L-830 Xfmr on L-868B Base                                                 | 1        | EA   | \$ 4,853.00          | \$ 4,853.00   | \$ 3,000.00          | \$ 3,000.00  |
| 28                                                                                | TD-100    | Helicopter Parking Tiedown Anchor, Complete                                                                                                        | 3        | EA   | \$ 1,027.00          | \$ 3,081.00   | \$ 1,500.00          | \$ 4,500.00  |
| <b>BID SCHEDULE B ALTERNATE 1 TOTAL =</b>                                         |           |                                                                                                                                                    |          |      | <b>\$ 362,779.50</b> |               | <b>\$ 290,000.00</b> |              |

| BID SCHEDULE B: TAXILANE WIDENING & HELIPAD (NPE) - ALTERNATE 2 (CONCRETE HELIPAD) |           |                                                                                                                                                    |          |      | Quality Enterprises  |               | Engineer's Estimate  |              |
|------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|----------------------|---------------|----------------------|--------------|
| Item #                                                                             | Spec. No. | Description                                                                                                                                        | Quantity | Unit | Price                | Total         | Price                | Total        |
| 1                                                                                  | C-105.02  | Mobilization - Bid Schedule B                                                                                                                      | 1        | LS   | \$ 157,000.00        | \$ 157,000.00 | \$ 50,000.00         | \$ 50,000.00 |
| 2                                                                                  | SC-107    | Airfield Low-Profile Barricades                                                                                                                    | 1        | LS   | \$ 10,750.00         | \$ 10,750.00  | \$ 5,000.00          | \$ 5,000.00  |
| 3                                                                                  | SC-202.01 | Asphalt Pavement Milling                                                                                                                           | 18       | SY   | \$ 46.00             | \$ 828.00     | \$ 100.00            | \$ 1,800.00  |
| 4                                                                                  | SC-202.02 | Asphalt Pavement Removal (Including Any Base)                                                                                                      | 52       | SY   | \$ 30.00             | \$ 1,560.00   | \$ 50.00             | \$ 2,600.00  |
| 5                                                                                  | SC-202.03 | Pavement Marking Obliteration                                                                                                                      | 75       | SF   | \$ 12.00             | \$ 900.00     | \$ 10.00             | \$ 750.00    |
| 6                                                                                  | SC-203.01 | Subgrade Preparation                                                                                                                               | 1,200    | SY   | \$ 7.00              | \$ 8,400.00   | \$ 25.00             | \$ 30,000.00 |
| 7                                                                                  | SC-305A   | Graded Aggregate Base Course (6" Thick)                                                                                                            | 1,200    | SY   | \$ 41.00             | \$ 49,200.00  | \$ 50.00             | \$ 60,000.00 |
| 8                                                                                  | SC-401    | Bituminous Tack Coat                                                                                                                               | 145      | GAL  | \$ 12.00             | \$ 1,740.00   | \$ 10.00             | \$ 1,450.00  |
| 9                                                                                  | SC-404    | Bituminous Surface Course - Type B (3" Total Thickness for New Pavement, 2" for Mill/Overlay)                                                      | 160.00   | TON  | \$ 231.00            | \$ 36,960.00  | \$ 375.00            | \$ 60,000.00 |
| 10                                                                                 | SC-501    | 6-Inch SC-501 Concrete Pavement, Unreinforced                                                                                                      | 201.00   | SY   | \$ 87.00             | \$ 17,487.00  | \$ 150.00            | \$ 30,150.00 |
| 11                                                                                 | SC-810A   | Temporary Grassing                                                                                                                                 | 0.25     | AC   | \$ 8,493.00          | \$ 2,123.25   | \$ 4,000.00          | \$ 1,000.00  |
| 12                                                                                 | SC-810B   | Mulching                                                                                                                                           | 0.25     | AC   | \$ 8,493.00          | \$ 2,123.25   | \$ 4,000.00          | \$ 1,000.00  |
| 13                                                                                 | SC-810C   | Permanent Grassing                                                                                                                                 | 0.25     | AC   | \$ 29,624.00         | \$ 7,406.00   | \$ 6,000.00          | \$ 1,500.00  |
| 14                                                                                 | SC-815.01 | Temporary Compost Filter Sock                                                                                                                      | 800.00   | LF   | \$ 9.00              | \$ 7,200.00   | \$ 10.00             | \$ 8,000.00  |
| 15                                                                                 | P-620A    | Permanent Pavement Marking, Reflective White or Yellow (Type III) with Type III Beads include Microbicide                                          | 1,060.00 | SF   | \$ 7.28              | \$ 7,716.80   | \$ 4.00              | \$ 4,240.00  |
| 16                                                                                 | P-620B    | Permanent Pavement Marking, Non-Reflective Black (Type III) include Microbicide                                                                    | 1,830.00 | SF   | \$ 6.00              | \$ 10,980.00  | \$ 3.00              | \$ 5,490.00  |
| 17                                                                                 | L-108-5.1 | Remove L-824 5kV Cables                                                                                                                            | 50.00    | LF   | \$ 4.00              | \$ 200.00     | \$ 3.00              | \$ 150.00    |
| 18                                                                                 | L-108-5.2 | Install 1/C, #8 AWG, L-824C, 5kV Cable installed in Trench, Ductbank or Conduit.                                                                   | 275.00   | LF   | \$ 6.00              | \$ 1,650.00   | \$ 4.00              | \$ 1,100.00  |
| 19                                                                                 | L-108-5.3 | Install #6 Bare CU, 600V Ground Counterpoise installed in Trench, Ductbank or Conduit, Ground Rods, Connections, Couplings, Drive Studs Incidental | 250.00   | LF   | \$ 5.00              | \$ 1,250.00   | \$ 3.00              | \$ 750.00    |
| 20                                                                                 | L-108-5.4 | Install Additional CU Clad Ground Rod, 3/4" x 10", (Contingency in the event a single rod will not suffice due to Poor Soil Conditions)            | 2.00     | EA   | \$ 61.00             | \$ 122.00     | \$ 150.00            | \$ 300.00    |
| 21                                                                                 | L-108-5.5 | Install Additional L-823 Cable Splice Connector Kit, Complete                                                                                      | 2.00     | EA   | \$ 121.00            | \$ 242.00     | \$ 100.00            | \$ 200.00    |
| 22                                                                                 | L-108-5.6 | Remove Counterpoise Conductor, Ground Rods Incidental                                                                                              | 50.00    | LF   | \$ 7.00              | \$ 350.00     | \$ 50.00             | \$ 2,500.00  |
| 23                                                                                 | L-110-5.1 | Install Trench & Backfill (Airfield Lighting Circuits)                                                                                             | 250.00   | LF   | \$ 4.00              | \$ 1,000.00   | \$ 4.00              | \$ 1,000.00  |
| 24                                                                                 | L-110-5.2 | Install 2" Schedule 40 PVC, Direct Buried in Trench (Airfield Circuiting Cables)                                                                   | 225.00   | LF   | \$ 15.00             | \$ 3,375.00   | \$ 12.00             | \$ 2,700.00  |
| 25                                                                                 | L-110-5.3 | Install 2" Directional Bore in Existing Pavement, Schedule 40 PVC, (For Airfield Circuiting Cables)                                                | 45.00    | LF   | \$ 67.00             | \$ 3,015.00   | \$ 100.00            | \$ 4,500.00  |
| 26                                                                                 | L-110-5.4 | Install Concrete Duct Marker                                                                                                                       | 2.00     | EA   | \$ 364.00            | \$ 728.00     | \$ 150.00            | \$ 300.00    |
| 27                                                                                 | L-125-5.1 | Install L-860HR (L) LED Helipad Edge Light, In Turf, 6.6A, L-830 Xfmr on L-867B Base                                                               | 7.00     | EA   | \$ 3,761.00          | \$ 26,327.00  | \$ 2,000.00          | \$ 14,000.00 |
| 28                                                                                 | L-125-5.2 | Install L-860HS (L) LED Semi-Flush Helipad Edge Light, In-Pavement, 6.6A, L-830 Xfmr on L-868B Base                                                | 1.00     | EA   | \$ 4,853.00          | \$ 4,853.00   | \$ 3,000.00          | \$ 3,000.00  |
| 29                                                                                 | TD-100    | Helicopter Parking Tiedown Anchor, Complete                                                                                                        | 3        | EA   | \$ 1,027.00          | \$ 3,081.00   | \$ 1,500.00          | \$ 4,500.00  |
| <b>BID SCHEDULE B ALTERNATE 2 TOTAL =</b>                                          |           |                                                                                                                                                    |          |      | <b>\$ 368,567.30</b> |               | <b>\$ 300,000.00</b> |              |

The attached bid tabulation is an accurate summary of the bids received on the subject project. Any discrepancy in unit prices or extended totals have been identified.

  
 Certified by Ryan Hounshell, P.E.  
 SC PE # 32279  
 Date: 04-08-2026

Remarks: Quality did not have any math errors. Mobilization is extremely high as percentage of project.

**Ridgeland-Claude Dean Airport****FAA A.I.P. Project No. 3-45-0048-0xx-2025****Bid Evaluation - 2025 Emergency Generators and Pavement****Repairs Project****Date: 5/22/2025**

| <b>Bid Form Item</b>                                                                              | <b>Trident Veteran Construction</b>                                                                                                  | <b>Paragon Inc. of SC</b>                                                                      |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Form filled out completely?                                                                       | Everything but the DBE section was completed.                                                                                        | Yes.                                                                                           |
| All signatures and seals included?                                                                | Yes                                                                                                                                  | Yes                                                                                            |
| Acknowledge all addenda?                                                                          | Yes                                                                                                                                  | Yes                                                                                            |
| Bid Schedule Math check out?                                                                      | Yes                                                                                                                                  | Yes                                                                                            |
| Bid Bond Attached and Completed?                                                                  | Yes                                                                                                                                  | Yes                                                                                            |
| DBE Contractors on SCDOT List?                                                                    | No DBE participation included                                                                                                        | Yes. Grant Electric is on list.                                                                |
| DBE Contractors applied to proper NAICS codes?                                                    | No DBE participation included                                                                                                        | Yes. Grant Electric is on list.                                                                |
| DBE Letter of Intent for Each DBE firm?                                                           | No DBE participation included                                                                                                        | Yes, and is signed.                                                                            |
| DBE Percentage calculated correctly?                                                              | No DBE participation included                                                                                                        | Yes. 4.42% is calculated amount which checks out.                                              |
| DBE Percentage meets or exceeds goal?                                                             | No. Bidder did not attempt to meet DBE Goal.                                                                                         | Yes. 4.42% exceeds 0.50%. It is all on the Non-AIP bid schedule.                               |
| Prime Contractor self-performing at least 40% of work?                                            | Contractor is self-performing entire project.                                                                                        | Yes (95.58%)                                                                                   |
| Subcontractors qualified for work?                                                                | Contractor is self-performing entire project. They did not provide any evidence of past performance for airfield obstruction lights. | Yes, Grant Electric is qualified airport electrical contractor.                                |
| Bidder questionnaire filled out?                                                                  | Yes                                                                                                                                  | Yes.                                                                                           |
| Bidder qualifications completed?                                                                  | Yes.                                                                                                                                 | Yes.                                                                                           |
| Is Bidder qualified to perform the work?                                                          | Yes. They have completed several commercial electrical projects in the last few years.                                               | Yes. They have performed a variety of commercial, mechanical and electrical projects recently. |
| If airfield electrical work is involved, is the electrical contractor properly licensed by State? | Contractor has active mechanical/electrical license to allow them to perform work.                                                   | Contractor has active mechanical/electrical license to allow them to perform work.             |
| Any legal issues with Bidder?                                                                     | No                                                                                                                                   | No                                                                                             |
| Unbalanced unit prices?                                                                           | No                                                                                                                                   | No                                                                                             |



**Ridgeland-Claude Dean Airport****FAA A.I.P. Project No. 3-45-0048-019/020-2026****Bid Evaluation - 2026 Emergency Generator, Taxilane Widening and Helipad Project****Date: 4/7/2026**

| Bid Form Item                                                                                     | Quality Enterprises (Only Bidder)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Form filled out completely?                                                                       | Everything is filled out, signed, dated and sealed as needed. (DBE Section not required). They only submitted bids on Bid Schedule B, Alternates 1 and 2.                                                                                                                                                                                                                                                                                                                                                                                               |
| All signatures and seals included?                                                                | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Acknowledge all addenda?                                                                          | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Bid Schedule Math check out?                                                                      | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Bid Bond Attached and Completed?                                                                  | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| DBE Contractors on SCDOT List?                                                                    | No DBE participation required for this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| DBE Contractors applied to proper NAICS codes?                                                    | No DBE participation required for this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| DBE Letter of Intent for Each DBE firm?                                                           | No DBE participation required for this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| DBE Percentage calculated correctly?                                                              | No DBE participation required for this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| DBE Percentage meets or exceeds goal?                                                             | No DBE participation required for this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Prime Contractor self-performing at least 25% of work?                                            | Yes. Subcontractors are performing 18.3% of work, meaning Quality is self-performing 81.7%.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Subcontractors qualified for work?                                                                | Yes. Trinity Electrical is performing the helipad lighting and is a qualified airfield electrical contractor that has completed two other projects on the airfield in past years. Hasco is listed for pavement marking and has many years of airfield marking experience.                                                                                                                                                                                                                                                                               |
| Bidder questionnaire filled out?                                                                  | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Bidder qualifications completed?                                                                  | Yes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Is Bidder qualified to perform the work?                                                          | Yes. Quality Enterprises has been in business for 32 years. They have performed airfield projects at Ridgeland, Hilton Head, Savannah and multiple projects at multiple airports in Florida. They have plenty of manpower and equipment to perform the work and demonstrated excellent paving quality on the last 2 projects they completed at Ridgeland.                                                                                                                                                                                               |
| If airfield electrical work is involved, is the electrical contractor properly licensed by State? | Yes, Trinity Electrical has active mechanical/electrical license, including public utility license (2UL5) that qualifies them to perform work.                                                                                                                                                                                                                                                                                                                                                                                                          |
| Any legal issues with Bidder?                                                                     | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Unbalanced unit prices?                                                                           | The mobilization exceeds 10%. The mobilization includes engineering and permitting work to obtain an land disturbance permit and sign the electrical design plans. In addition, due to the size of the project, the mobilization generally runs higher. We are working with QE to get a breakdown of the costs included in the mobilization amount. All other unit prices (combined) are 12-15% below engineer estimates, so they may have not distributed their overhead costs to those unit prices. Total bid is 20% higher than engineer's estimate. |



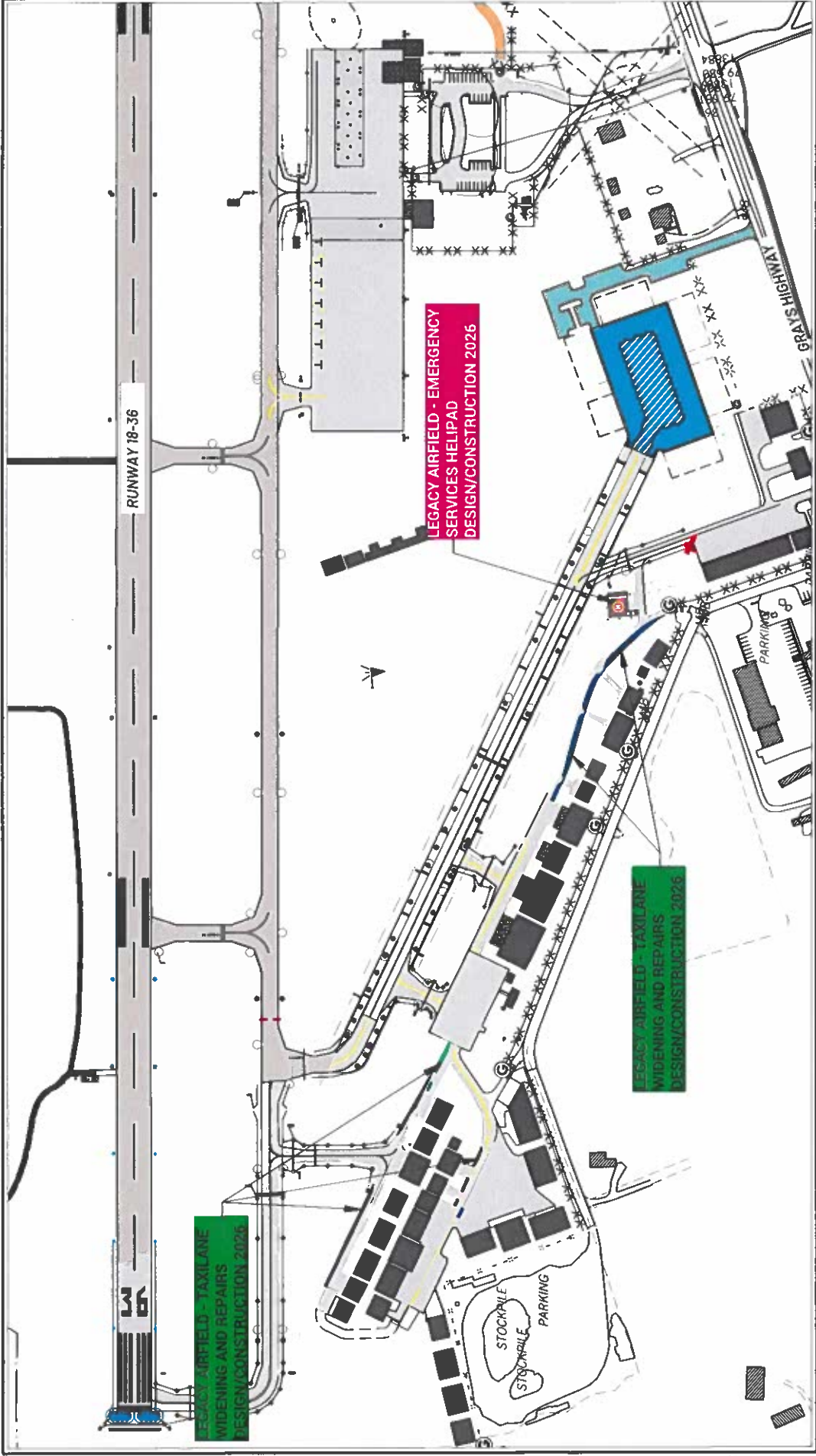
**LINE ITEM BREAKDOWN  
SECTION B - CALCULATION OF FEDERAL GRANT  
RIDGELAND-CLAUDE DEAN AIRPORT (3J1)  
FAA A.I.P NO. 3-45-0048-019-2026 (AIG)**

|                                                            | <b>Emergency Generator for Airfield<br/>(AIG)</b> |
|------------------------------------------------------------|---------------------------------------------------|
| <u>Line Item 1 - Administration Expenses</u>               |                                                   |
| Administration Expenses (estimated)                        | \$1,000                                           |
|                                                            | <b>\$1,000</b>                                    |
| <u>Line Item 2 - Preliminary Expenses</u>                  |                                                   |
| Independent Fee Estimate - Not Required                    | \$0                                               |
| SCDES Permitting Fees - Not Required                       | \$0                                               |
|                                                            | <b>\$0</b>                                        |
| <u>Line Item 4 - A/E Basic Fees</u>                        |                                                   |
| Design Phase Services (Construction Plans & Contract Docs) | \$14,662                                          |
| Bidding                                                    | \$3,848                                           |
| Construction Administration                                | \$11,356                                          |
|                                                            | <b>\$29,866</b>                                   |
| <u>Line Item 5 - Other A/E Fees</u>                        |                                                   |
| Project Management/Formulation                             | \$0                                               |
| FAA 7460 & CSPP (Included in Design fee)                   | \$0                                               |
| Drainage/Erosion Control and Stormwater Permitting         | \$0                                               |
| As-Builts                                                  | \$0                                               |
| Geotechnical                                               | \$0                                               |
| Grant Services (Including in Project Mgmt/Formulation)     | \$0                                               |
|                                                            | <b>\$0</b>                                        |
| <u>Line Item 6 - Project Inspection Fees</u>               |                                                   |
| Construction Testing (By Contractor)                       | \$0                                               |
| Resident Project Representative                            | \$0                                               |
|                                                            | <b>\$0</b>                                        |
| <u>Line Item 11 - Construction</u>                         |                                                   |
| Construction (Bid by Trident Veteran Constr)               | \$136,000                                         |
|                                                            | <b>\$136,000</b>                                  |
| <b>TOTAL PROJECT</b>                                       | <b>\$166,866</b>                                  |
| <b>FAA ELIGIBLE</b>                                        | <b>\$166,866</b>                                  |
| <b>FAA SHARE (95%)</b>                                     | <b>\$158,523</b>                                  |
| <b>STATE SHARE (2.5%)</b>                                  | <b>\$4,171</b>                                    |
| <b>LOCAL SHARE (2.5%)</b>                                  | <b>\$4,172</b>                                    |



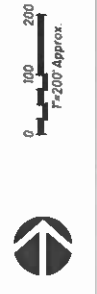
**LINE ITEM BREAKDOWN  
SECTION B - CALCULATION OF FEDERAL GRANT  
RIDGELAND-CLAUDE DEAN AIRPORT (3J1)  
FAA A.I.P NO. 3-45-0048-020-2026 (NPE)**

|                                                                                                                                                                                                                                                                | Taxilane Widening and<br>Repair (Design & Constr) | Emergency Services<br>Helipad (Design & Constr) | Total                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------|--------------------------------------------|
| <u>Line Item 1 - Administration Expenses</u><br>Administration Expenses (estimated)                                                                                                                                                                            | \$500                                             | \$500                                           | \$1,000                                    |
|                                                                                                                                                                                                                                                                | <b>\$500</b>                                      | <b>\$500</b>                                    | <b>\$1,000</b>                             |
| <u>Line Item 2 - Preliminary Expenses</u><br>Independent Fee Estimate - Not Required<br>SCDES Permitting Fees (Covered by Contractor)                                                                                                                          | \$0<br>\$0                                        | \$0<br>\$0                                      | \$0<br>\$0                                 |
|                                                                                                                                                                                                                                                                | <b>\$0</b>                                        | <b>\$0</b>                                      | <b>\$0</b>                                 |
| <u>Line Item 4 - A/E Basic Fees</u><br>Design Phase Services (Construction Plans & Contract Docs)<br>Bidding<br>Construction Administration                                                                                                                    | \$17,038<br>\$5,235<br>\$15,449                   | \$8,392<br>\$2,578<br>\$7,609                   | \$25,430<br>\$7,813<br>\$23,058            |
|                                                                                                                                                                                                                                                                | <b>\$37,721</b>                                   | <b>\$18,579</b>                                 | <b>\$56,301</b>                            |
| <u>Line Item 5 - Other A/E Fees</u><br>Project Management/Formulation<br>FAA 7460 & CSPP (Included in Design fee)<br>Drainage/Erosion Control and Stormwater Permitting<br>As-Builts<br>Geotechnical<br>Grant Services (Including in Project Mgmt/Formulation) | \$2,906<br>\$0<br>\$0<br>\$0<br>\$0<br>\$0        | \$1,432<br>\$0<br>\$0<br>\$0<br>\$0<br>\$0      | \$4,338<br>\$0<br>\$0<br>\$0<br>\$0<br>\$0 |
|                                                                                                                                                                                                                                                                | <b>\$2,906</b>                                    | <b>\$1,432</b>                                  | <b>\$4,338</b>                             |
| <u>Line Item 6 - Project Inspection Fees</u><br>Construction Testing (By Contractor)<br>Resident Project Representative                                                                                                                                        | \$0<br>\$0                                        | \$0<br>\$0                                      | \$0<br>\$0                                 |
|                                                                                                                                                                                                                                                                | <b>\$0</b>                                        | <b>\$0</b>                                      | <b>\$0</b>                                 |
| <u>Line Item 11 - Construction</u><br>Construction (Bid by Quality Enterprises)                                                                                                                                                                                | \$233,986                                         | \$134,582                                       | \$368,567                                  |
|                                                                                                                                                                                                                                                                | <b>\$233,986</b>                                  | <b>\$134,582</b>                                | <b>\$368,567</b>                           |
| <b>TOTAL PROJECT</b>                                                                                                                                                                                                                                           | <b>\$275,114</b>                                  | <b>\$155,092</b>                                | <b>\$430,206</b>                           |
| <b>FAA ELIGIBLE</b>                                                                                                                                                                                                                                            | <b>\$275,114</b>                                  | <b>\$155,092</b>                                | <b>\$430,206</b>                           |
| <b>FAA SHARE (95%)</b>                                                                                                                                                                                                                                         | <b>\$261,358</b>                                  | <b>\$147,338</b>                                | <b>\$408,696</b>                           |
| <b>STATE SHARE (2.5%)</b>                                                                                                                                                                                                                                      | <b>\$6,878</b>                                    | <b>\$3,877</b>                                  | <b>\$10,755</b>                            |
| <b>LOCAL SHARE (2.5%)</b>                                                                                                                                                                                                                                      | <b>\$6,878</b>                                    | <b>\$3,877</b>                                  | <b>\$10,755</b>                            |



**HOLI**  
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**RIDGELAND-CLAUDE DEAN AIRPORT  
 RIDGELAND, SOUTH CAROLINA**  
 2026 TAXILANE WIDENING/REPAIRS AND HELP PAD - REQUEST FOR AID SKETCH



**Ridgeland-Claude Dean Airport  
 3-45-0048-019/020-2026 - Grant Application (NPE, AIG)  
 Proposed Distribution of Professional Services Contract by Funding Source  
 (Fee split is 1/3 for AIG, 2/3 for NPE)**

| <b>Professional Services</b>             | <b>Contract Fee Amount</b> | <b>019-2026 AIG GRANT (GENERATOR)</b> | <b>020-2026 NPE GRANT (TAXILANES &amp; HELIPAD)</b> |
|------------------------------------------|----------------------------|---------------------------------------|-----------------------------------------------------|
| Project Formulation                      | \$ 6,475.00                | \$ 2,137.00                           | \$ 4,338.00                                         |
| Construction Plans                       | \$ 31,678.00               | \$ 10,454.00                          | \$ 21,224.00                                        |
| Contract Documents                       | \$ 6,277.00                | \$ 2,071.00                           | \$ 4,206.00                                         |
| Bidding Phase                            | \$ 11,661.00               | \$ 3,848.00                           | \$ 7,813.00                                         |
| Construction Phase                       | \$ 34,413.50               | \$ 11,356.00                          | \$ 23,057.50                                        |
|                                          |                            |                                       |                                                     |
| <b>Total Holt Work Authorization #24</b> | <b>\$ 90,504.50</b>        | <b>\$ 29,866.00</b>                   | <b>\$ 60,638.50</b>                                 |
| <b>FAA Portion (95%)</b>                 | <b>\$ 85,979.00</b>        | <b>\$ 28,372.00</b>                   | <b>\$ 57,606.00</b>                                 |
| <b>SCAC Portion (2.5%)</b>               | <b>\$ 2,262.00</b>         | <b>\$ 746.00</b>                      | <b>\$ 1,515.00</b>                                  |
| <b>Local Portion (2.5%)</b>              | <b>\$ 2,263.50</b>         | <b>\$ 748.00</b>                      | <b>\$ 1,517.50</b>                                  |

**AGENDA**  
**ITEM # 9E**



# 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

|                        |                                                                                                                                                                                  |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>   | April 20, 2026                                                                                                                                                                   |
| <b>Agenda Item:</b>    | Agenda 9.E                                                                                                                                                                       |
| <b>Project:</b>        | Airfield Emergency Generator                                                                                                                                                     |
| <b>Request:</b>        | Provide County Administrator the approval to execute FAA grant application and grant agreement for the project and award contract for construction contingent on Grant approval. |
| <b>Action Needed:</b>  | Provide County Administrator with approval to sign FAA grant application requesting funds for the project                                                                        |
| <b>Recommendation:</b> | Approval of 2026 FAA AIG Grant Application for Airport and award contract for construction contingent on Grant approval.                                                         |

### Description:

Jasper County has a bid price from a contractor to construct/install an airfield emergency generator that will provide power to the airfield lighting and approach aids in the case of disruption of Dominion service. The generator will be located on the north side of the existing airfield lighting vault. The contractor is Trident Veteran Construction, a small veteran-owned firm from Mount Pleasant, SC. This project is using FAA AIG (stimulus) funds that will expire this year if not committed to a project. The total project amount is \$166,866, which includes engineering and construction. The FAA is paying 95%, or \$158,523, SC Aeronautics will pay 2.5%, or \$4,171, and Jasper County will be responsible for the remaining amount, or \$4,172. This is the last year of FAA 95% funding. In 2027 the FAA will return to the normal 90% funding level for grants.

### Staff Recommendation:

Motion to Provide County Administrator with approval to sign FAA grant application requesting funds for the Airfield Emergency Generator project and award contract for construction contingent on Grant approval.

**Attachment(s):** FAA Line Item Budget Breakdown of Grant Costs and Sketch



April 7, 2026

Eric Larson, P.E.  
Director of Development Services  
Jasper County  
358 Third Avenue  
Suite 202-C  
Ridgeland, S.C. 29936  
843-717-4119

RE: **2026 Emergency Generators and Pavement Rehabilitation Project  
Bid Evaluation and Award Recommendations**

Eric,

We have completed the bid tabulation and evaluation process for this project. This evaluation is an update to that provided to the County in June 2025. As you are aware, we received four (4) bids on May 22, 2025, for this project. Each of the 2025 bidders submitted bids for Schedules A and B (Emergency Generators), but not for Schedule C (Pavement Repairs). None of the work was awarded last year by Jasper County. This year, we changed the project to include the airfield emergency generator, taxilane widening in the "Legacy" airfield area and construction of a new helipad near the east automatic gate. We advertised the project for bids on March 23, 2026, and opened bids on April 6, 2026, at 2:00pm. This year we did not receive any bids on the emergency generator (Schedule A), but we did receive one (1) bid on the paving work (Bid Schedule B, Alternates 1 & 2). Attached to this letter are the certified bid tabulations and bid evaluation checklists from 2025 and 2026 for reference.

**2025 Bid Tabulation Review**

The four (4) bids received in 2025 were from Trident Veteran Construction, Paragon Incorporated of SC, Trinity Electrical Services, and Walker & Whiteside Inc. Trident and Paragon are both general commercial contractors with experience in commercial mechanical and electrical construction. Trinity and Walker & Whiteside are both primarily airfield electrical contractors that we have worked with on many different projects across South Carolina and Georgia. Each of the bids exceeded our engineer's estimate, which seems to be partly a result of the market volatility and uncertainty of contractors for setting prices for work that will not be performed several months after the bid opening. The two airfield electrical contractors submitted high prices (in comparison to the general contractors), which is also an indication of a low "hunger factor", especially when compared to recent bids involving emergency generators.

A review of the unit prices indicates some variance in the unit prices used by the contractors, but nothing that rises to the level of unbalanced bids. In fact, the "usual suspect" for unbalanced prices (i.e., mobilization) was very reasonably priced by the two lowest bidders. When comparing the combined generator prices (Schedules A & B), Trident and Paragon are within \$3,000 of each other, indicating that the price is indicative of the market and not an unbalanced or unreasonable bid.

## **Bid Schedule A – Emergency Generator – Recommendation**

On October 3, 2025, the U.S. Department of Transportation issues an Interim Final Rule (IFR) regarding the Disadvantaged Business Enterprise (DBE) program. The IFR directed that the DBE program be revised to remove race-based and sex-based presumptions of social and economic disadvantage. This requirement forced all state DOTs to revise their Unified Certification Programs (UCP) before DBE goals could be determined or participation counted. For the 2026 bidding, all reference to DBE was marked “not applicable” in the documents, and bidders were not required to include DBE subcontractors. As mentioned previously, we received zero (0) bids on Bid Schedule A (Airfield Emergency Generator).

The apparent low bidder in 2025 was Trident Veteran Construction. Trident’s bid met all requirements except for including a DBE goal and filling out the DBE pages. Due to this, our recommendation in 2025 was to award the contract to the second lowest bidder, i.e., Paragon, since they did include DBE participation. Trident would have been recommended except for the obvious DBE discrepancy.

Since the work was not awarded last year, the County directed Holt to include the generator in this year’s bidding since this year we have the “no DBE” stipulation on federal contracts. However, we did not receive any bids on the generator on April 6<sup>th</sup>. Subsequently Holt reached out to Trident to see if they might be interested in performing the work based on last year’s bid and considering in the 2026 bidding environment that DBE participation is not required or counted. Since no bids were received this year, no contractor could protest the award. Kim Burgess agreed this would be acceptable since the County would have no exposure to protest. Andrew Evans with Trident has checked with vendors and feels that his firm can perform the work. We therefore recommend that the County proceed with Trident’s bid price from last year and include in our grant application so the project can be awarded, and the FAA funds can be used and not expire as they did last year.

## **2026 Bid Schedule B – Taxilane Widening and Helipad – Bid Evaluation and Recommendation**

Quality Enterprises (QE) submitted the only bid received for Bid Schedule B, Alternate 1 (asphalt helipad) and Alternate 2 (concrete helipad). QE completed the Phases 2 & 3 projects for the Runway 18-36 program in 2018-2020. They performed good quality work and have substantial airfield project experience, including at Hilton Head Island Airport (HXD) and Savannah/Hilton Head International Airport (SAV), as well as numerous airports in Florida and military bases across the southeast. They have been in business for 32 years, have a good reputation, and plenty of equipment and personnel. Their bid submission was complete and accurate, and our only concern was the mobilization total of \$157,000. We did include some engineering costs required for permitting for Jasper County and SCDES in the mobilization pay item, as well as signing/sealing the electrical design for the helipad, so this amount would naturally be higher than a typical project where the mobilization is to cover the project oversight. In addition, since the project is small, we generally see higher mobilization figures compared to larger projects.

When we look at unit price totals that exclude mobilization, QE is between 12 and 15 percent lower than the engineer’s estimated totals. When we compare QE’s bid total to our engineer’s estimate, they are about 20% higher. Some of this may also be impact of much higher diesel fuel prices since the war in Iran began, and the uncertainty looking several months into the future when we get the grant monies. This

would seem to indicate that QE kept the unit prices lower and loaded up their overhead and management in the mobilization amount. We have asked QE for a breakdown of the mobilization costs so we can present this to the FAA for their approval. Overall, we feel that awarding the project to QE is a good plan and allows us to use the expiring FAA funds on a real project using a reputable contractor.

In addition, we recommend award of Bid Schedule B - Alternate 2 for the total of \$368,567.30, which specified concrete paving for the helipad. The total cost is only \$5,787.80 more than the asphalt helipad bid schedule, or about 1.6% more than Alternate 1 total cost. In addition, concrete pavement for a helipad has at least three advantages. It is resistant to rutting that will eventually happen to the asphalt caused by the helipad skids and hot summer temperatures. Second, it will last longer than the asphalt pavement, and finally concrete pavement is much lighter in color and will stand out better visually to helicopter pilots. Since the County's share is only 2.5%, the extra cost is only \$145 to get the better product.

Unless directed otherwise by Jasper County, we will update the FAA grant application packages using Trident Veteran Construction's 2025 bid total for the airfield emergency generator work and Quality Enterprises' Schedule B - Alternate 2 price for the Taxiway Widening and Helipad work. We'll prepare the grant application packages and agenda item summary to be ready for approval at the County Council meeting on April 20, 2026. Please let me know if you have any questions or need additional information.



Kevin Morris  
Project Manager - Holt Consulting Company LLC

Attachments: 2025 & 2026 Bid Tabulations  
2025 & 2026 Bid Evaluations



2025 EMERGENCY GENERATORS AND PAVEMENT REHABILITATION PROJECT - BID OPENING: 5/22/2025, 2:00 p.m.

FAA AIP No.: 3-45-0048-OXX-2025

Ridgeland-Claude Dean Airport (3J1)



| Bid Schedule A: Airfield Emergency Generator (AIG) |           |                                                                                                                                                   |          |      | Trident Veteran Construction |              | Paragon Inc. of SC   |               | Trinity Electrical   |               | Walker and Whiteside |               |
|----------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------------------------|--------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|
| Item #                                             | Spec No.  | Description                                                                                                                                       | Quantity | Unit | Price                        | Total        | Price                | Total         | Price                | Total         | Price                | Total         |
| 1                                                  | C-105.01  | Mobilization - Bid Schedule A                                                                                                                     | 1        | LS   | \$ 10,000.00                 | \$ 10,000.00 | \$ 5,000.00          | \$ 5,000.00   | \$ 15,000.00         | \$ 15,000.00  | \$ 18,890.00         | \$ 18,890.00  |
| 2                                                  | 263213.01 | Propane or Diesel Powered Emergency Generator (38kW/47.5KVA), Including Concrete Foundation/Pad, Connections to Existing Lighting Vault, Complete | 1        | LS   | \$ 62,000.00                 | \$ 62,000.00 | \$ 112,000.00        | \$ 112,000.00 | \$ 117,550.00        | \$ 117,550.00 | \$ 183,442.00        | \$ 183,442.00 |
| 3                                                  | 263213.02 | Install Propane or Diesel Generator Base Fuel Tank, Double Wall (500 Gallon Steel Double Wall Tank) with Concrete Pad, Complete                   | 1        | LS   | \$ 33,000.00                 | \$ 33,000.00 | \$ 14,000.00         | \$ 14,000.00  | \$ 18,000.00         | \$ 18,000.00  | \$ 3,844.00          | \$ 3,844.00   |
| 4                                                  | 263623.01 | Install Automatic Transfer Switch for Airfield Emergency Generator, Complete                                                                      | 1        | LS   | \$ 31,000.00                 | \$ 31,000.00 | \$ 26,000.00         | \$ 26,000.00  | \$ 19,550.00         | \$ 19,550.00  | \$ 8,990.00          | \$ 8,990.00   |
| <b>BID SCHEDULE A TOTAL =</b>                      |           |                                                                                                                                                   |          |      | <b>\$ 136,000.00</b>         |              | <b>\$ 157,000.00</b> |               | <b>\$ 170,100.00</b> |               | <b>\$ 215,166.00</b> |               |

| Bid Schedule B: Terminal Area Emergency Generator (Non-AIP) |           |                                                                                                                                                                            |          |      | Trident Veteran Construction |               | Paragon Inc. of SC   |               | Trinity Electrical   |               | Walker and Whiteside |               |
|-------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|
| Item #                                                      | Spec. No. | Description                                                                                                                                                                | Quantity | Unit | Price                        | Total         | Price                | Total         | Price                | Total         | Price                | Total         |
| 1                                                           | C-105.02  | Mobilization - Bid Schedule B                                                                                                                                              | 1        | LS   | \$ 10,000.00                 | \$ 10,000.00  | \$ 5,000.00          | \$ 5,000.00   | \$ 27,000.00         | \$ 27,000.00  | \$ 34,890.00         | \$ 34,890.00  |
| 2                                                           | 263213.03 | Propane or Diesel Powered Emergency Generator (125kW/156.25kVA), Including Concrete Foundation/Pad, Connections to Existing Terminal Area Power and Field Panels, Complete | 1        | LS   | \$ 108,000.00                | \$ 108,000.00 | \$ 137,000.00        | \$ 137,000.00 | \$ 201,910.00        | \$ 201,910.00 | \$ 294,390.00        | \$ 294,390.00 |
| 3                                                           | 263213.04 | Install Propane or Diesel Generator Base Fuel Tank, Double Wall (1750 Gallon Steel Double-Wall Tank) with Concrete Pad, Complete                                           | 1        | LS   | \$ 45,000.00                 | \$ 45,000.00  | \$ 22,000.00         | \$ 22,000.00  | \$ 31,420.00         | \$ 31,420.00  | \$ 8,015.00          | \$ 8,015.00   |
| 4                                                           | 263623.02 | Install Automatic Transfer Switch for Terminal Area Emergency Generator, Complete                                                                                          | 1        | LS   | \$ 33,000.00                 | \$ 33,000.00  | \$ 32,000.00         | \$ 32,000.00  | \$ 27,150.00         | \$ 27,150.00  | \$ 8,770.00          | \$ 8,770.00   |
| 5                                                           | L-119.01  | L-810(L) Single LED Airport Obstruction Light Assembly, Mounted on 30' Tower, Complete with Concrete Foundation, Grounding and All Connections, Complete                   | 1        | LS   | \$ 36,000.00                 | \$ 36,000.00  | \$ 18,000.00         | \$ 18,000.00  | \$ 24,110.00         | \$ 24,110.00  | \$ 34,053.00         | \$ 34,053.00  |
| <b>BID SCHEDULE B TOTAL =</b>                               |           |                                                                                                                                                                            |          |      | <b>\$ 232,000.00</b>         |               | <b>\$ 214,000.00</b> |               | <b>\$ 311,590.00</b> |               | <b>\$ 380,118.00</b> |               |

| Bid Schedule C: Pavement Repairs and Widening (AIG) |           |                                                                                               |          |      | Trident Veteran Construction |       | Paragon Inc. of SC |       | Trinity Electrical |       | Walker and Whiteside |       |
|-----------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------|----------|------|------------------------------|-------|--------------------|-------|--------------------|-------|----------------------|-------|
| Item #                                              | Spec. No. | Description                                                                                   | Quantity | Unit | Price                        | Total | Price              | Total | Price              | Total | Price                | Total |
| 1                                                   | C-105.03  | Mobilization - Bid Schedule C                                                                 | 1        | LS   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 2                                                   | SC-107    | Airfield Low-Profile Barricades                                                               | 1        | LS   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 3                                                   | SC-202.01 | Asphalt Pavement Milling                                                                      | 20       | SY   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 4                                                   | SC-202.02 | Asphalt Pavement Removal (Including Any Base)                                                 | 26       | SY   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 5                                                   | SC-203.01 | Subgrade Preparation                                                                          | 432      | SY   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 6                                                   | SC-305A   | Graded Aggregate Base Course (6" Thick)                                                       | 432      | SY   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 7                                                   | SC-401    | Bituminous Tack Coat                                                                          | 100      | GAL  |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 8                                                   | SC-404    | Bituminous Surface Course - Type B (3" Total Thickness for New Pavement, 2" for Mill/Overlay) | 68       | TON  |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 9                                                   | SC-810A   | Temporary Grassing                                                                            | 0.25     | MSY  |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 10                                                  | SC-810B   | Mulching                                                                                      | 0.25     | MSY  |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 11                                                  | SC-810C   | Permanent Grassing                                                                            | 0.25     | MSY  |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| 12                                                  | TD-100    | Helicopter Parking Tie-Down Anchor, Complete                                                  | 3        | EA   |                              | \$ -  |                    | \$ -  |                    | \$ -  |                      | \$ -  |
| <b>BID SCHEDULE C TOTAL =</b>                       |           |                                                                                               |          |      | <b>\$ -</b>                  |       | <b>\$ -</b>        |       | <b>\$ -</b>        |       | <b>\$ -</b>          |       |

The attached bid tabulation is an accurate summary of the bids received on the subject project. Any discrepancy in unit prices or extended totals have been identified.

*Ryan Hounshell*

Certified by Ryan Hounshell, P.E.  
SC PE # 32279  
Date: 05-23-2025

Remarks: Trident did not submit DBE information. They are self-performing the entire job.

Remarks: Paragon has 4.42% DBE percentage (all on Bid Schedule B)

Remarks: Trinity claimed 0.5% DBE participation, but actual calculated value is 1.0%, using a DBE supplier.

Remarks: Walker & Whiteside met DBE goal at 0.50% using a DBE supplier.



**EMERGENCY GENERATOR, TAXILANE WIDENING AND HELIPAD PROJECT - BID OPENING: 4/6/2026, 2:00 p.m.**  
**FAA AIP No.: 3-45-0048-019/020-2026**  
**Ridgeland-Claude Dean Airport (3J1)**




| BID SCHEDULE A: AIRFIELD EMERGENCY GENERATOR (AIG) |           |                                                                                                                                                   |          |      | Quality Enterprises |             | Engineer's Estimate |                      |
|----------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|---------------------|-------------|---------------------|----------------------|
| Item #                                             | Spec No.  | Description                                                                                                                                       | Quantity | Unit | Price               | Total       | Price               | Total                |
| 1                                                  | C-105.01  | Mobilization - Bid Schedule A                                                                                                                     | 1        | LS   | NO BID SUBMITTED    | \$ -        | \$ 10,000.00        | \$ 10,000.00         |
| 2                                                  | 263213.01 | Propane or Diesel Powered Emergency Generator (38kW/47.5KVA), Including Concrete Foundation/Pad, Connections to Existing Lighting Vault, Complete | 1        | LS   |                     | \$ -        | \$ 62,000.00        | \$ 62,000.00         |
| 3                                                  | 263213.02 | Install Propane or Diesel Generator Base Fuel Tank, Double Wall (500 Gallon Steel Double-Wall Tank) with Concrete Pad, Complete                   | 1        | LS   |                     | \$ -        | \$ 33,000.00        | \$ 33,000.00         |
| 4                                                  | 263623.01 | Install Automatic Transfer Switch for Airfield Emergency Generator, Complete                                                                      | 1        | LS   |                     | \$ -        | \$ 31,000.00        | \$ 31,000.00         |
| <b>BID SCHEDULE A TOTAL =</b>                      |           |                                                                                                                                                   |          |      |                     | <b>\$ -</b> |                     | <b>\$ 136,000.00</b> |

| BID SCHEDULE B: TAXILANE WIDENING & HELIPAD (NPE) - ALTERNATE 1 (ASPHALT HELIPAD) |           |                                                                                                                                                    |          |      | Quality Enterprises |                      | Engineer's Estimate |                      |
|-----------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|---------------------|----------------------|---------------------|----------------------|
| Item #                                                                            | Spec. No. | Description                                                                                                                                        | Quantity | Unit | Price               | Total                | Price               | Total                |
| 1                                                                                 | C-105.02  | Mobilization - Bid Schedule B                                                                                                                      | 1        | LS   | \$ 157,000.00       | \$ 157,000.00        | \$ 50,000.00        | \$ 50,000.00         |
| 2                                                                                 | SC-107    | Airfield Low-Profile Barricades                                                                                                                    | 1        | LS   | \$ 10,750.00        | \$ 10,750.00         | \$ 5,000.00         | \$ 5,000.00          |
| 3                                                                                 | SC-202.01 | Asphalt Pavement Milling                                                                                                                           | 18       | SY   | \$ 46.00            | \$ 828.00            | \$ 100.00           | \$ 1,800.00          |
| 4                                                                                 | SC-202.02 | Asphalt Pavement Removal (Including Any Base)                                                                                                      | 52       | SY   | \$ 30.00            | \$ 1,560.00          | \$ 50.00            | \$ 2,600.00          |
| 5                                                                                 | SC-202.03 | Pavement Marking Obliteration                                                                                                                      | 75       | SF   | \$ 12.00            | \$ 900.00            | \$ 10.00            | \$ 750.00            |
| 6                                                                                 | SC-203.01 | Subgrade Preparation                                                                                                                               | 1,200    | SY   | \$ 7.00             | \$ 8,400.00          | \$ 25.00            | \$ 30,000.00         |
| 7                                                                                 | SC-305A   | Graded Aggregate Base Course (6" Thick)                                                                                                            | 1,200    | SY   | \$ 41.00            | \$ 49,200.00         | \$ 50.00            | \$ 60,000.00         |
| 8                                                                                 | SC-401    | Bituminous Tack Coat                                                                                                                               | 183      | GAL  | \$ 12.00            | \$ 2,196.00          | \$ 10.00            | \$ 1,830.00          |
| 9                                                                                 | SC-404    | Bituminous Surface Course - Type B (3" Total Thickness for New Pavement, 2" for Mill/Overlay)                                                      | 200      | TON  | \$ 275.00           | \$ 55,000.00         | \$ 375.00           | \$ 75,000.00         |
| 10                                                                                | SC-810A   | Temporary Grassing                                                                                                                                 | 0.25     | AC   | \$ 8,493.00         | \$ 2,123.25          | \$ 4,000.00         | \$ 1,000.00          |
| 11                                                                                | SC-810B   | Mulching                                                                                                                                           | 0.25     | AC   | \$ 8,493.00         | \$ 2,123.25          | \$ 4,000.00         | \$ 1,000.00          |
| 12                                                                                | SC-810C   | Permanent Grassing                                                                                                                                 | 0.25     | AC   | \$ 29,624.00        | \$ 7,406.00          | \$ 6,000.00         | \$ 1,500.00          |
| 13                                                                                | SC-815.01 | Temporary Compost Filter Sock                                                                                                                      | 800      | LF   | \$ 9.00             | \$ 7,200.00          | \$ 10.00            | \$ 8,000.00          |
| 14                                                                                | P-620A    | Permanent Pavement Marking, Reflective White or Yellow (Type III) with Type III Beads include Microbicide                                          | 1,060    | SF   | \$ 5.00             | \$ 5,300.00          | \$ 4.00             | \$ 4,240.00          |
| 15                                                                                | P-620B    | Permanent Pavement Marking, Non-Reflective Black (Type III) include Microbicide                                                                    | 1,650    | SF   | \$ 4.00             | \$ 6,600.00          | \$ 3.00             | \$ 4,950.00          |
| 16                                                                                | L-108-5.1 | Remove L-824 5kV Cables                                                                                                                            | 50       | LF   | \$ 4.00             | \$ 200.00            | \$ 3.00             | \$ 150.00            |
| 17                                                                                | L-108-5.2 | Install 1/C, #8 AWG, L-824C, 5kV Cable installed in Trench, Ductbank or Conduit.                                                                   | 275      | LF   | \$ 6.00             | \$ 1,650.00          | \$ 4.00             | \$ 1,100.00          |
| 18                                                                                | L-108-5.3 | Install #6 Bare CU, 600V Ground Counterpoise installed in Trench, Ductbank or Conduit, Ground Rods, Connections, Couplings, Drive Studs Incidental | 250      | LF   | \$ 5.00             | \$ 1,250.00          | \$ 3.00             | \$ 750.00            |
| 19                                                                                | L-108-5.4 | Install Additional CU Clad Ground Rod, 3/4" x 10", (Contingency in the event a single rod will not suffice due to Poor Soil Conditions)            | 2        | EA   | \$ 61.00            | \$ 122.00            | \$ 150.00           | \$ 300.00            |
| 20                                                                                | L-108-5.5 | Install Additional L-823 Cable Splice Connector Kit, Complete                                                                                      | 2        | EA   | \$ 121.00           | \$ 242.00            | \$ 100.00           | \$ 200.00            |
| 21                                                                                | L-108-5.6 | Remove Counterpoise Conductor, Ground Rods Incidental                                                                                              | 50       | LF   | \$ 7.00             | \$ 350.00            | \$ 50.00            | \$ 2,500.00          |
| 22                                                                                | L-110-5.1 | Install Trench & Backfill (Airfield Lighting Circuits)                                                                                             | 250      | LF   | \$ 4.00             | \$ 1,000.00          | \$ 4.00             | \$ 1,000.00          |
| 23                                                                                | L-110-5.2 | Install 2" Schedule 40 PVC, Direct Buried in Trench (Airfield Circuiting Cables)                                                                   | 225      | LF   | \$ 15.00            | \$ 3,375.00          | \$ 12.00            | \$ 2,700.00          |
| 24                                                                                | L-110-5.3 | Install 2" Directional Bore in Existing Pavement, Schedule 40 PVC, (For Airfield Circuiting Cables)                                                | 45       | LF   | \$ 67.00            | \$ 3,015.00          | \$ 100.00           | \$ 4,500.00          |
| 25                                                                                | L-110-5.4 | Install Concrete Duct Marker                                                                                                                       | 2        | EA   | \$ 364.00           | \$ 728.00            | \$ 150.00           | \$ 300.00            |
| 26                                                                                | L-125-5.1 | Install L-861H (L) LED Helipad Edge Light, In Turf, 6.6A, L-830 Xfmr on L-867B Base                                                                | 7        | EA   | \$ 3,761.00         | \$ 26,327.00         | \$ 2,000.00         | \$ 14,000.00         |
| 27                                                                                | L-125-5.2 | Install L-852H (L) LED Semi-Flush Helipad Edge Light, In-Pavement, 6.6A, L-830 Xfmr on L-868B Base                                                 | 1        | EA   | \$ 4,853.00         | \$ 4,853.00          | \$ 3,000.00         | \$ 3,000.00          |
| 28                                                                                | TD-100    | Helicopter Parking Tiedown Anchor, Complete                                                                                                        | 3        | EA   | \$ 1,027.00         | \$ 3,081.00          | \$ 1,500.00         | \$ 4,500.00          |
| <b>BID SCHEDULE B ALTERNATE 1 TOTAL =</b>                                         |           |                                                                                                                                                    |          |      |                     | <b>\$ 362,779.50</b> |                     | <b>\$ 290,000.00</b> |

| BID SCHEDULE B: TAXILANE WIDENING & HELIPAD (NPE) - ALTERNATE 2 (CONCRETE HELIPAD) |           |                                                                                                                                                    |          |      | Quality Enterprises |                      | Engineer's Estimate |                      |
|------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|---------------------|----------------------|---------------------|----------------------|
| Item #                                                                             | Spec. No. | Description                                                                                                                                        | Quantity | Unit | Price               | Total                | Price               | Total                |
| 1                                                                                  | C-105.02  | Mobilization - Bid Schedule B                                                                                                                      | 1        | LS   | \$ 157,000.00       | \$ 157,000.00        | \$ 50,000.00        | \$ 50,000.00         |
| 2                                                                                  | SC-107    | Airfield Low-Profile Barricades                                                                                                                    | 1        | LS   | \$ 10,750.00        | \$ 10,750.00         | \$ 5,000.00         | \$ 5,000.00          |
| 3                                                                                  | SC-202.01 | Asphalt Pavement Milling                                                                                                                           | 18       | SY   | \$ 46.00            | \$ 828.00            | \$ 100.00           | \$ 1,800.00          |
| 4                                                                                  | SC-202.02 | Asphalt Pavement Removal (Including Any Base)                                                                                                      | 52       | SY   | \$ 30.00            | \$ 1,560.00          | \$ 50.00            | \$ 2,600.00          |
| 5                                                                                  | SC-202.03 | Pavement Marking Obliteration                                                                                                                      | 75       | SF   | \$ 12.00            | \$ 900.00            | \$ 10.00            | \$ 750.00            |
| 6                                                                                  | SC-203.01 | Subgrade Preparation                                                                                                                               | 1,200    | SY   | \$ 7.00             | \$ 8,400.00          | \$ 25.00            | \$ 30,000.00         |
| 7                                                                                  | SC-305A   | Graded Aggregate Base Course (6" Thick)                                                                                                            | 1,200    | SY   | \$ 41.00            | \$ 49,200.00         | \$ 50.00            | \$ 60,000.00         |
| 8                                                                                  | SC-401    | Bituminous Tack Coat                                                                                                                               | 145      | GAL  | \$ 12.00            | \$ 1,740.00          | \$ 10.00            | \$ 1,450.00          |
| 9                                                                                  | SC-404    | Bituminous Surface Course - Type B (3" Total Thickness for New Pavement, 2" for Mill/Overlay)                                                      | 160.00   | TON  | \$ 231.00           | \$ 36,960.00         | \$ 375.00           | \$ 60,000.00         |
| 10                                                                                 | SC-501    | 6-Inch SC-501 Concrete Pavement, Unreinforced                                                                                                      | 201.00   | SY   | \$ 87.00            | \$ 17,487.00         | \$ 150.00           | \$ 30,150.00         |
| 11                                                                                 | SC-810A   | Temporary Grassing                                                                                                                                 | 0.25     | AC   | \$ 8,493.00         | \$ 2,123.25          | \$ 4,000.00         | \$ 1,000.00          |
| 12                                                                                 | SC-810B   | Mulching                                                                                                                                           | 0.25     | AC   | \$ 8,493.00         | \$ 2,123.25          | \$ 4,000.00         | \$ 1,000.00          |
| 13                                                                                 | SC-810C   | Permanent Grassing                                                                                                                                 | 0.25     | AC   | \$ 29,624.00        | \$ 7,406.00          | \$ 6,000.00         | \$ 1,500.00          |
| 14                                                                                 | SC-815.01 | Temporary Compost Filter Sock                                                                                                                      | 800.00   | LF   | \$ 9.00             | \$ 7,200.00          | \$ 10.00            | \$ 8,000.00          |
| 15                                                                                 | P-620A    | Permanent Pavement Marking, Reflective White or Yellow (Type III) with Type III Beads include Microbicide                                          | 1,060.00 | SF   | \$ 7.28             | \$ 7,716.80          | \$ 4.00             | \$ 4,240.00          |
| 16                                                                                 | P-620B    | Permanent Pavement Marking, Non-Reflective Black (Type III) include Microbicide                                                                    | 1,830.00 | SF   | \$ 6.00             | \$ 10,980.00         | \$ 3.00             | \$ 5,490.00          |
| 17                                                                                 | L-108-5.1 | Remove L-824 5kV Cables                                                                                                                            | 50.00    | LF   | \$ 4.00             | \$ 200.00            | \$ 3.00             | \$ 150.00            |
| 18                                                                                 | L-108-5.2 | Install 1/C, #8 AWG, L-824C, 5kV Cable installed in Trench, Ductbank or Conduit.                                                                   | 275.00   | LF   | \$ 6.00             | \$ 1,650.00          | \$ 4.00             | \$ 1,100.00          |
| 19                                                                                 | L-108-5.3 | Install #6 Bare CU, 600V Ground Counterpoise installed in Trench, Ductbank or Conduit, Ground Rods, Connections, Couplings, Drive Studs Incidental | 250.00   | LF   | \$ 5.00             | \$ 1,250.00          | \$ 3.00             | \$ 750.00            |
| 20                                                                                 | L-108-5.4 | Install Additional CU Clad Ground Rod, 3/4" x 10", (Contingency in the event a single rod will not suffice due to Poor Soil Conditions)            | 2.00     | EA   | \$ 61.00            | \$ 122.00            | \$ 150.00           | \$ 300.00            |
| 21                                                                                 | L-108-5.5 | Install Additional L-823 Cable Splice Connector Kit, Complete                                                                                      | 2.00     | EA   | \$ 121.00           | \$ 242.00            | \$ 100.00           | \$ 200.00            |
| 22                                                                                 | L-108-5.6 | Remove Counterpoise Conductor, Ground Rods Incidental                                                                                              | 50.00    | LF   | \$ 7.00             | \$ 350.00            | \$ 50.00            | \$ 2,500.00          |
| 23                                                                                 | L-110-5.1 | Install Trench & Backfill (Airfield Lighting Circuits)                                                                                             | 250.00   | LF   | \$ 4.00             | \$ 1,000.00          | \$ 4.00             | \$ 1,000.00          |
| 24                                                                                 | L-110-5.2 | Install 2" Schedule 40 PVC, Direct Buried in Trench (Airfield Circuiting Cables)                                                                   | 225.00   | LF   | \$ 15.00            | \$ 3,375.00          | \$ 12.00            | \$ 2,700.00          |
| 25                                                                                 | L-110-5.3 | Install 2" Directional Bore in Existing Pavement, Schedule 40 PVC, (For Airfield Circuiting Cables)                                                | 45.00    | LF   | \$ 67.00            | \$ 3,015.00          | \$ 100.00           | \$ 4,500.00          |
| 26                                                                                 | L-110-5.4 | Install Concrete Duct Marker                                                                                                                       | 2.00     | EA   | \$ 364.00           | \$ 728.00            | \$ 150.00           | \$ 300.00            |
| 27                                                                                 | L-125-5.1 | Install L-860HR (L) LED Helipad Edge Light, In Turf, 6.6A, L-830 Xfmr on L-867B Base                                                               | 7.00     | EA   | \$ 3,761.00         | \$ 26,327.00         | \$ 2,000.00         | \$ 14,000.00         |
| 28                                                                                 | L-125-5.2 | Install L-860HS (L) LED Semi-Flush Helipad Edge Light, In-Pavement, 6.6A, L-830 Xfmr on L-868B Base                                                | 1.00     | EA   | \$ 4,853.00         | \$ 4,853.00          | \$ 3,000.00         | \$ 3,000.00          |
| 29                                                                                 | TD-100    | Helicopter Parking Tiedown Anchor, Complete                                                                                                        | 3        | EA   | \$ 1,027.00         | \$ 3,081.00          | \$ 1,500.00         | \$ 4,500.00          |
| <b>BID SCHEDULE B ALTERNATE 2 TOTAL =</b>                                          |           |                                                                                                                                                    |          |      |                     | <b>\$ 368,567.30</b> |                     | <b>\$ 300,000.00</b> |

The attached bid tabulation is an accurate summary of the bids received on the subject project. Any discrepancy in unit prices or extended totals have been identified.

  
 Certified by Ryan Hounshell, P.E.  
 SC PE # 32279  
 Date: 04-08-2026

Remarks: Quality did not have any math errors. Mobilization is extremely high as percentage of project.

**Ridgeland-Claude Dean Airport****FAA A.I.P. Project No. 3-45-0048-0xx-2025****Bid Evaluation - 2025 Emergency Generators and Pavement****Repairs Project****Date: 5/22/2025**

| <b>Bid Form Item</b>                                                                              | <b>Trident Veteran Construction</b>                                                                                                  | <b>Paragon Inc. of SC</b>                                                                      |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Form filled out completely?                                                                       | Everything but the DBE section was completed.                                                                                        | Yes.                                                                                           |
| All signatures and seals included?                                                                | Yes                                                                                                                                  | Yes                                                                                            |
| Acknowledge all addenda?                                                                          | Yes                                                                                                                                  | Yes                                                                                            |
| Bid Schedule Math check out?                                                                      | Yes                                                                                                                                  | Yes                                                                                            |
| Bid Bond Attached and Completed?                                                                  | Yes                                                                                                                                  | Yes                                                                                            |
| DBE Contractors on SCDOT List?                                                                    | No DBE participation included                                                                                                        | Yes. Grant Electric is on list.                                                                |
| DBE Contractors applied to proper NAICS codes?                                                    | No DBE participation included                                                                                                        | Yes. Grant Electric is on list.                                                                |
| DBE Letter of Intent for Each DBE firm?                                                           | No DBE participation included                                                                                                        | Yes, and is signed.                                                                            |
| DBE Percentage calculated correctly?                                                              | No DBE participation included                                                                                                        | Yes. 4.42% is calculated amount which checks out.                                              |
| DBE Percentage meets or exceeds goal?                                                             | No. Bidder did not attempt to meet DBE Goal.                                                                                         | Yes. 4.42% exceeds 0.50%. It is all on the Non-AIP bid schedule.                               |
| Prime Contractor self-performing at least 40% of work?                                            | Contractor is self-performing entire project.                                                                                        | Yes (95.58%)                                                                                   |
| Subcontractors qualified for work?                                                                | Contractor is self-performing entire project. They did not provide any evidence of past performance for airfield obstruction lights. | Yes, Grant Electric is qualified airport electrical contractor.                                |
| Bidder questionnaire filled out?                                                                  | Yes                                                                                                                                  | Yes.                                                                                           |
| Bidder qualifications completed?                                                                  | Yes.                                                                                                                                 | Yes.                                                                                           |
| Is Bidder qualified to perform the work?                                                          | Yes. They have completed several commercial electrical projects in the last few years.                                               | Yes. They have performed a variety of commercial, mechanical and electrical projects recently. |
| If airfield electrical work is involved, is the electrical contractor properly licensed by State? | Contractor has active mechanical/electrical license to allow them to perform work.                                                   | Contractor has active mechanical/electrical license to allow them to perform work.             |
| Any legal issues with Bidder?                                                                     | No                                                                                                                                   | No                                                                                             |
| Unbalanced unit prices?                                                                           | No                                                                                                                                   | No                                                                                             |



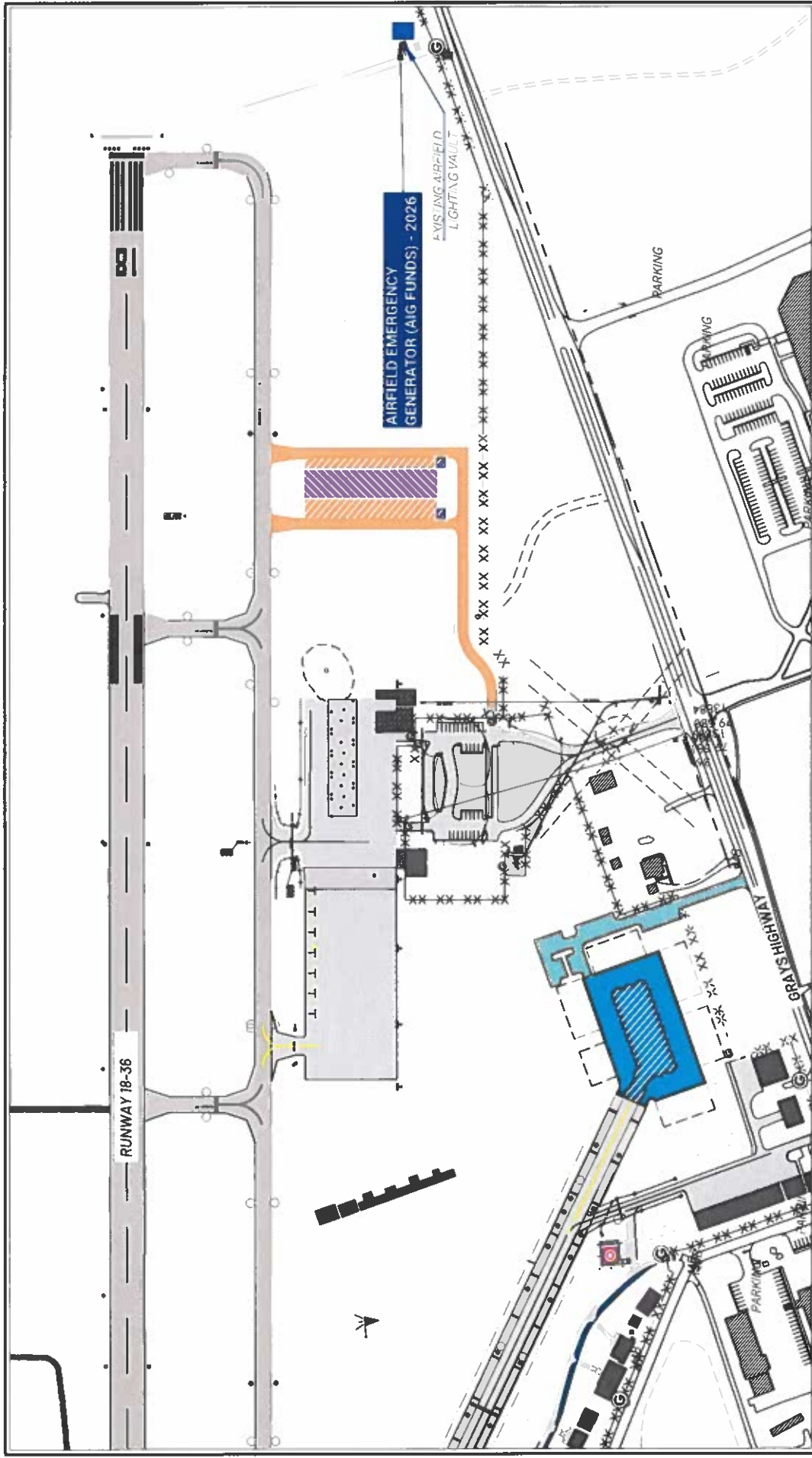
**Ridgeland-Claude Dean Airport****FAA A.I.P. Project No. 3-45-0048-019/020-2026****Bid Evaluation - 2026 Emergency Generator, Taxilane Widening and Helipad Project****Date: 4/7/2026**

| Bid Form Item                                                                                     | Quality Enterprises (Only Bidder)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Form filled out completely?                                                                       | Everything is filled out, signed, dated and sealed as needed. (DBE Section not required). They only submitted bids on Bid Schedule B, Alternates 1 and 2.                                                                                                                                                                                                                                                                                                                                                                                               |
| All signatures and seals included?                                                                | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Acknowledge all addenda?                                                                          | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Bid Schedule Math check out?                                                                      | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Bid Bond Attached and Completed?                                                                  | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| DBE Contractors on SCDOT List?                                                                    | No DBE participation required for this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| DBE Contractors applied to proper NAICS codes?                                                    | No DBE participation required for this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| DBE Letter of Intent for Each DBE firm?                                                           | No DBE participation required for this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| DBE Percentage calculated correctly?                                                              | No DBE participation required for this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| DBE Percentage meets or exceeds goal?                                                             | No DBE participation required for this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Prime Contractor self-performing at least 25% of work?                                            | Yes. Subcontractors are performing 18.3% of work, meaning Quality is self-performing 81.7%.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Subcontractors qualified for work?                                                                | Yes. Trinity Electrical is performing the helipad lighting and is a qualified airfield electrical contractor that has completed two other projects on the airfield in past years. Hasco is listed for pavement marking and has many years of airfield marking experience.                                                                                                                                                                                                                                                                               |
| Bidder questionnaire filled out?                                                                  | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Bidder qualifications completed?                                                                  | Yes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Is Bidder qualified to perform the work?                                                          | Yes. Quality Enterprises has been in business for 32 years. They have performed airfield projects at Ridgeland, Hilton Head, Savannah and multiple projects at multiple airports in Florida. They have plenty of manpower and equipment to perform the work and demonstrated excellent paving quality on the last 2 projects they completed at Ridgeland.                                                                                                                                                                                               |
| If airfield electrical work is involved, is the electrical contractor properly licensed by State? | Yes, Trinity Electrical has active mechanical/electrical license, including public utility license (2UL5) that qualifies them to perform work.                                                                                                                                                                                                                                                                                                                                                                                                          |
| Any legal issues with Bidder?                                                                     | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Unbalanced unit prices?                                                                           | The mobilization exceeds 10%. The mobilization includes engineering and permitting work to obtain an land disturbance permit and sign the electrical design plans. In addition, due to the size of the project, the mobilization generally runs higher. We are working with QE to get a breakdown of the costs included in the mobilization amount. All other unit prices (combined) are 12-15% below engineer estimates, so they may have not distributed their overhead costs to those unit prices. Total bid is 20% higher than engineer's estimate. |



**LINE ITEM BREAKDOWN  
SECTION B - CALCULATION OF FEDERAL GRANT  
RIDGELAND-CLAUDE DEAN AIRPORT (3J1)  
FAA A.I.P NO. 3-45-0048-019-2026 (AIG)**

|                                                            | <b>Emergency Generator for Airfield<br/>(AIG)</b> |
|------------------------------------------------------------|---------------------------------------------------|
| <u>Line Item 1 - Administration Expenses</u>               |                                                   |
| Administration Expenses (estimated)                        | \$1,000                                           |
|                                                            | <b>\$1,000</b>                                    |
| <u>Line Item 2 - Preliminary Expenses</u>                  |                                                   |
| Independent Fee Estimate - Not Required                    | \$0                                               |
| SCDES Permitting Fees - Not Required                       | \$0                                               |
|                                                            | <b>\$0</b>                                        |
| <u>Line Item 4 - A/E Basic Fees</u>                        |                                                   |
| Design Phase Services (Construction Plans & Contract Docs) | \$14,662                                          |
| Bidding                                                    | \$3,848                                           |
| Construction Administration                                | \$11,356                                          |
|                                                            | <b>\$29,866</b>                                   |
| <u>Line Item 5 - Other A/E Fees</u>                        |                                                   |
| Project Management/Formulation                             | \$0                                               |
| FAA 7460 & CSPP (Included in Design fee)                   | \$0                                               |
| Drainage/Erosion Control and Stormwater Permitting         | \$0                                               |
| As-Builts                                                  | \$0                                               |
| Geotechnical                                               | \$0                                               |
| Grant Services (Including in Project Mgmt/Formulation)     | \$0                                               |
|                                                            | <b>\$0</b>                                        |
| <u>Line Item 6 - Project Inspection Fees</u>               |                                                   |
| Construction Testing (By Contractor)                       | \$0                                               |
| Resident Project Representative                            | \$0                                               |
|                                                            | <b>\$0</b>                                        |
| <u>Line Item 11 - Construction</u>                         |                                                   |
| Construction (Bid by Trident Veteran Constr)               | \$136,000                                         |
|                                                            | <b>\$136,000</b>                                  |
| <b>TOTAL PROJECT</b>                                       | <b>\$166,866</b>                                  |
| <b>FAA ELIGIBLE</b>                                        | <b>\$166,866</b>                                  |
| <b>FAA SHARE (95%)</b>                                     | <b>\$158,523</b>                                  |
| <b>STATE SHARE (2.5%)</b>                                  | <b>\$4,171</b>                                    |
| <b>LOCAL SHARE (2.5%)</b>                                  | <b>\$4,172</b>                                    |



**RIDGELAND-CLAUDE DEAN AIRPORT  
 RIDGELAND, SOUTH CAROLINA**  
**2026 (AIG) AIRFIELD EMERGENCY GENERATOR - REQUEST FOR AID SKETCH**



0 100 200  
 1" = 200' Approx.

**LINE ITEM BREAKDOWN  
SECTION B - CALCULATION OF FEDERAL GRANT  
RIDGELAND-CLAUDE DEAN AIRPORT (3J1)  
FAA A.I.P NO. 3-45-0048-020-2026 (NPE)**

|                                                            | Taxilane Widening and Repair (Design & Constr) | Emergency Services Helipad (Design & Constr) | Total            |
|------------------------------------------------------------|------------------------------------------------|----------------------------------------------|------------------|
| <u>Line Item 1 - Administration Expenses</u>               |                                                |                                              |                  |
| Administration Expenses (estimated)                        | \$500                                          | \$500                                        | \$1,000          |
|                                                            | <b>\$500</b>                                   | <b>\$500</b>                                 | <b>\$1,000</b>   |
| <u>Line Item 2 - Preliminary Expenses</u>                  |                                                |                                              |                  |
| Independent Fee Estimate - Not Required                    | \$0                                            | \$0                                          | \$0              |
| SCDES Permitting Fees (Covered by Contractor)              | \$0                                            | \$0                                          | \$0              |
|                                                            | <b>\$0</b>                                     | <b>\$0</b>                                   | <b>\$0</b>       |
| <u>Line Item 4 - A/E Basic Fees</u>                        |                                                |                                              |                  |
| Design Phase Services (Construction Plans & Contract Docs) | \$17,038                                       | \$8,392                                      | \$25,430         |
| Bidding                                                    | \$5,235                                        | \$2,578                                      | \$7,813          |
| Construction Administration                                | \$15,449                                       | \$7,609                                      | \$23,058         |
|                                                            | <b>\$37,721</b>                                | <b>\$18,579</b>                              | <b>\$56,301</b>  |
| <u>Line Item 5 - Other A/E Fees</u>                        |                                                |                                              |                  |
| Project Management/Formulation                             | \$2,906                                        | \$1,432                                      | \$4,338          |
| FAA 7460 & CSPP (Included in Design fee)                   | \$0                                            | \$0                                          | \$0              |
| Drainage/Erosion Control and Stormwater Permitting         | \$0                                            | \$0                                          | \$0              |
| As-Builts                                                  | \$0                                            | \$0                                          | \$0              |
| Geotechnical                                               | \$0                                            | \$0                                          | \$0              |
| Grant Services (Including in Project Mgmt/Formulation)     | \$0                                            | \$0                                          | \$0              |
|                                                            | <b>\$2,906</b>                                 | <b>\$1,432</b>                               | <b>\$4,338</b>   |
| <u>Line Item 6 - Project Inspection Fees</u>               |                                                |                                              |                  |
| Construction Testing (By Contractor)                       | \$0                                            | \$0                                          | \$0              |
| Resident Project Representative                            | \$0                                            | \$0                                          | \$0              |
|                                                            | <b>\$0</b>                                     | <b>\$0</b>                                   | <b>\$0</b>       |
| <u>Line Item 11 - Construction</u>                         |                                                |                                              |                  |
| Construction (Bid by Quality Enterprises)                  | \$233,986                                      | \$134,582                                    | \$368,567        |
|                                                            | <b>\$233,986</b>                               | <b>\$134,582</b>                             | <b>\$368,567</b> |
| <b>TOTAL PROJECT</b>                                       | <b>\$275,114</b>                               | <b>\$155,092</b>                             | <b>\$430,206</b> |
| <b>FAA ELIGIBLE</b>                                        | <b>\$275,114</b>                               | <b>\$155,092</b>                             | <b>\$430,206</b> |
| <b>FAA SHARE (95%)</b>                                     | <b>\$261,358</b>                               | <b>\$147,338</b>                             | <b>\$408,696</b> |
| <b>STATE SHARE (2.5%)</b>                                  | <b>\$6,878</b>                                 | <b>\$3,877</b>                               | <b>\$10,755</b>  |
| <b>LOCAL SHARE (2.5%)</b>                                  | <b>\$6,878</b>                                 | <b>\$3,877</b>                               | <b>\$10,755</b>  |



**Ridgeland-Claude Dean Airport  
3-45-0048-019/020-2026 - Grant Application (NPE, AIG)  
Proposed Distribution of Professional Services Contract by Funding Source  
(Fee split is 1/3 for AIG, 2/3 for NPE)**

| <b>Professional Services</b>             | <b>Contract Fee Amount</b> | <b>019-2026 AIG GRANT (GENERATOR)</b> | <b>020-2026 NPE GRANT (TAXILANES &amp; HELIPAD)</b> |
|------------------------------------------|----------------------------|---------------------------------------|-----------------------------------------------------|
| Project Formulation                      | \$ 6,475.00                | \$ 2,137.00                           | \$ 4,338.00                                         |
| Construction Plans                       | \$ 31,678.00               | \$ 10,454.00                          | \$ 21,224.00                                        |
| Contract Documents                       | \$ 6,277.00                | \$ 2,071.00                           | \$ 4,206.00                                         |
| Bidding Phase                            | \$ 11,661.00               | \$ 3,848.00                           | \$ 7,813.00                                         |
| Construction Phase                       | \$ 34,413.50               | \$ 11,356.00                          | \$ 23,057.50                                        |
|                                          |                            |                                       |                                                     |
| <b>Total Holt Work Authorization #24</b> | <b>\$ 90,504.50</b>        | <b>\$ 29,866.00</b>                   | <b>\$ 60,638.50</b>                                 |
| <b>FAA Portion (95%)</b>                 | <b>\$ 85,979.00</b>        | <b>\$ 28,372.00</b>                   | <b>\$ 57,606.00</b>                                 |
| <b>SCAC Portion (2.5%)</b>               | <b>\$ 2,262.00</b>         | <b>\$ 746.00</b>                      | <b>\$ 1,515.00</b>                                  |
| <b>Local Portion (2.5%)</b>              | <b>\$ 2,263.50</b>         | <b>\$ 748.00</b>                      | <b>\$ 1,517.50</b>                                  |

AGENDA  
ITEM # 9F



# Jasper County Planning and Building Services

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

Lisa Wagner, CFM  
Director of Planning and Building Services  
[lwaagner@jaspercountysc.gov](mailto:lwaagner@jaspercountysc.gov)

## Jasper County Council Staff Report

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>                       | April 20, 2026                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Project:</b>                            | Zoning Text Amendment – Jasper County Zoning Ordinance, Article 5, <i>Zoning District Regulations</i> ; Article 6, <i>Use Regulations</i> ; Article 7, <i>Primary Districts</i> ; Article 8, <i>Special Purpose Districts</i> ; Article 11, <i>Conditional Use Review and Regulations</i> ; Article 15, <i>Sign Standards</i> ; and Zoning Map Amendments within the Euhaw Broad River Planning Area |
| <b>Submitted For:</b>                      | Public Hearing and 2 <sup>nd</sup> Reading                                                                                                                                                                                                                                                                                                                                                           |
| <b>Planning Commission Recommendation:</b> | Planning Commission reviewed the proposed changes to the EOD Ordinance at their February 10, 2026 Meeting and recommends approval of the changes                                                                                                                                                                                                                                                     |

**Description:** This is an Ordinance to amend Articles 5, 6, 7, 8, 11, and 15 of the Jasper County Zoning Ordinance to create the Village Commercial Zoning District and the Euhaw Overlay District. The Ordinance includes use regulations, design guidelines, and development standards for Village Commercial and the Euhaw Overlay District. This Ordinance will also amend the Jasper County Official Zoning Map to designate certain properties along Highway 462 as Village Commercial. The 1<sup>st</sup> Reading of this Ordinance took place on July 5, 2024. Since that time, numerous workshops have been held, and while there have been many opportunities for public comments, this is the 3<sup>rd</sup> official public hearing.

**Analysis:** A workshop was held on April 2, 2026 where staff presented modifications to the Ordinance (a summary of those changes are attached to this staff report). The County Council identified some additional uses that they thought would be appropriate for the Village Commercial Zoning District. Also, their was interest in allowing an increase in building size for non-residential uses in Village Commercial. Since the workshop, additional modifications have been made to the Ordinance to address these comments that were discussed and are listed below. These changes are highlighted in **green** in the Ordinance and in Article 6 and Article 8.

Article 6 – Use Chart Modifications in Village Commercial:

- Allow for hardware stores in VC as a conditional use - NAICS code 444130, changed from “N” to “P”, conditions will be provided by 3<sup>rd</sup> Reading.
- Remove rail transportation from VC as a permitted use - NAICS code 482 changed from “P” to “N”
- Allow for real estate agents in VC as a permitted use - NAICS code 5312 changed from “N” to “P”
- Allow for vocational rehab as a permitted use in VC - NAICS code 6243 changed from “N” to “P”
- Remove Marinas from Residential, Residential Ridgeland Lakes, and Rural Preservation as a permitted use - NAICS code 71393 changed from “C” to “N” in Residential and Residential Ridgeland Lakes; changed from “P” to “N” in Rural Preservation
- Allow for administration of human resources as a permitted use in VC - NAICS code 923 changed from “N” to “P”
- Allow for administration of housing programs as a permitted use in VC - NAICS code 925 changed from “N” to “P”

Article 8:9 Euhaw Overlay District:

- Allow for multi-story buildings in VC – Modified Section 8:9.4, 6.K, Non-Residential Design Standards to allow 2,500 SF heated floor area per floor with a maximum heated floor area of 5,000 SF

No other changes have been made.

The purpose of Village Commercial is to allow for small scale cottage industry. Currently there are no other commercial zoning districts in the use chart that allows for small scale cottage industry. Once the ordinance is adopted, staff intends to bring back provisions to protect more trees with a smaller caliper than what is currently provided in the Tree Protection Ordinance.

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

**Attachments:**

1. Summary of Changes from the April 2, 2026 County Council Workshop
2. Map Modifications (proposed zoning map amendments for the Euhaw Overlay District) showing the current zoning layer and the proposed zoning layer
3. Articles 5, 6, 7, 8, 11 and 15 of the Jasper County Zoning Ordinance with proposed changes. (New changes are in green)
4. Ordinance – (Red text are the proposed changes, yellow highlights include changes leading up to the November 2025 workshop and the new changes since the last workshop are shown in green.)

**Summary of Changes Presented to County Council April 2, 2026:**

- Article 5 – Remove the RP-10 District. The only new primary zoning district being proposed is Village Commercial (VC) and one (1) special purpose district, the Euhaw Overlay District (EOD).
  
- Article 6 – Remove the RP-10 Column from the Use Chart
  
- Article 6 - Use chart modifications for VC:
  - Sector 11 – change **Forestry to “N”**
  - Sector 52 – all of these – except for credit intermediation and pawn shops – seem to be offices uses – recommend changing to “P”; same for the following:
    - **Professional, scientific, technical services – 541**
    - **Management of companies and enterprises – 551**
  - Sector 61 – change Elementary School and Secondary Schools to “N”
    - **Business schools, computer and management training – 6114-5 - Consider “C” with conditions the same as 6116 with the exception of the building size being limited to 2,500 s,f, in VC.**
  - Sector 81 - **Personal care services – 8121 – change to “P”**
  
- Article 7 – Removed the RP-10 column in Table 1, Schedule of Lot Area, Yard, Setback and Density
  
- Article 8.9.4 – Chart heading – change “Advanced Wastewater Treatment System” to **“Multi-Unit Wastewater Treatment System”**
  - 2. B.6 - Septic Reserve Area required. Properties within the EOD are required to demonstrate an area of the property which is to remain undeveloped for use as a septic reserve area (SRA). The SRA must be shown as a part of the septic system prior to the issuance of a building permit. Lots of record as of [EFFECTIVE DATE] may be exempt from this requirement at the discretion of the DSR **based on lot size, natural features, or other physical constraints of the lot.**
  - 5.B.viii. - Change “Stormwater Department” to **“Planning & Building Department or designee”**
  - **6.A.viii – Limit Accessory buildings to 1,500 square feet**
  
- Article 8:9.6 Planned Development District (PDD) Standards
  - **A PDD within the Euhaw Overlay District shall follow the standards and procedures for a PDD as specified in Article 8:1 with the following requirements:**

- A. PDD Required – Any proposed subdivision of property greater than ten acres and/or ten dwelling units shall apply for a PDD. The applicant shall demonstrate that the proposed development will not have adverse impacts on existing infrastructure or public services, including but not limited to roadways, public safety, etc.
- B. Density– The maximum net density of a PDD within the EOD shall be one unit per acre.
- C. Buffers – A minimum fifty foot (50’) wide continuous landscaped buffer shall be established and maintained parallel and adjacent to the highway corridor. This buffer is separate and distinct from the buffering requirements of Section 12.8 except that, where that section may call for a greater setback from the highway because of a specific activity, the greater setback distance shall be observed. Likewise, should Section 12.8 require total screening because of a specific activity, the fifty foot (50’) wide landscaped buffer may be used to accommodate such screening.

Only the following activities shall be permitted within the landscaped buffer:

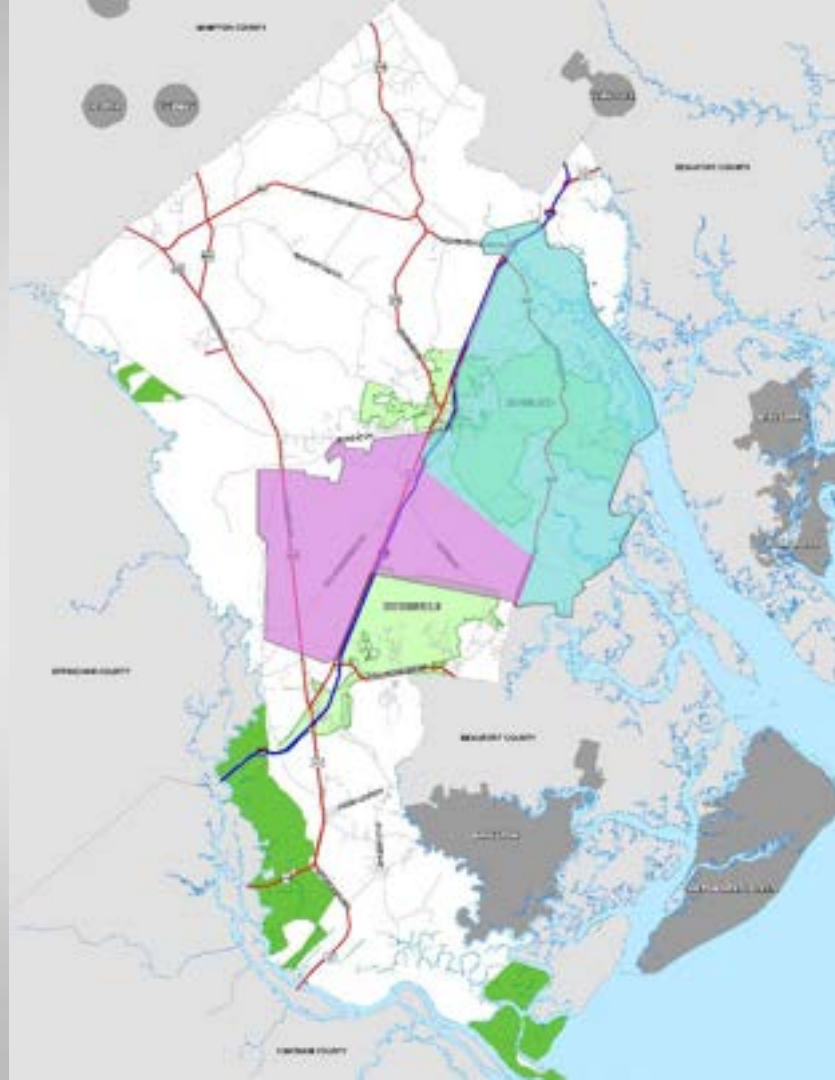
- i. Vehicular access drives which tie into approved access points as determined by SCDOT and/ or Jasper County, and which run perpendicular to the right-of-way, or as nearly perpendicular as is feasible owing to terrain, horizontal curves and the like.
- ii. Landscaped walls and fences less than six feet (6’) high.
- iii. Lighting.

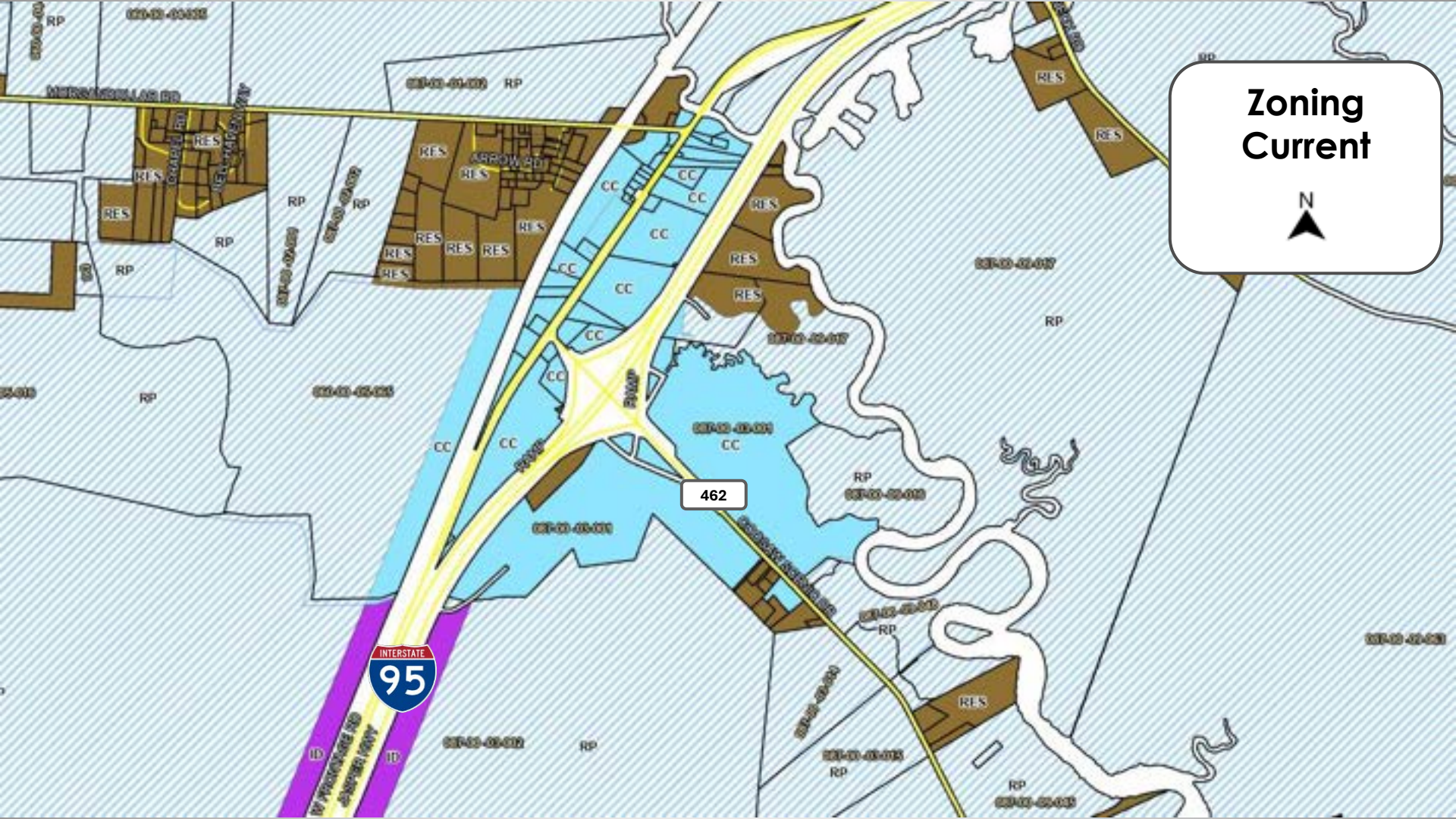
- Article 11:7.3.A. *Sector 1129: Horse and Equine.*
  - 1. The parcel size shall be a minimum of two acres.
  - 2. The number of animals permitted shall be limited to no more than **one per acre.**
  - 3. Horse stables shall be a minimum of 150 feet from any residential property line. No corral or riding area shall be permitted within 25 feet of any residential property line.
  - 4. Requirements for the storage of manure:
    - a. Manure shall not be allowed to accumulate causing a nuisance or hazard to the health, welfare or safety of humans or animals.
    - b. The outside storage of manure in piles (two cubic yards or greater) shall not be permitted within 200 feet of any plot line or residence.

- Article 15 – Remove RP-10 from the Sign Regulations Table in 15:6.3
- Deleted Article 22 - Rural Small Lot Subdivisions Standards
- The only properties that are being proposed to be re-zoned are the properties along Highway 462 that are currently zoned Community Commercial and General Commercial. These properties are proposed to be designated as Village Commercial except for twelve (12) properties, which are proposed to be designated as Residential or Rural Preservation. In total, seventy-nine (79) properties are proposed for re-zoning (see maps attached to this staff report. The blue properties are currently zoned Community Commercial (see attached maps “current zoning and proposed zoning”

# Map Modifications

- Euhaw Overlay District





**Zoning  
Current**

N



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# Zoning Proposed



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# Zoning Current



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# Zoning Current





# Zoning Proposed



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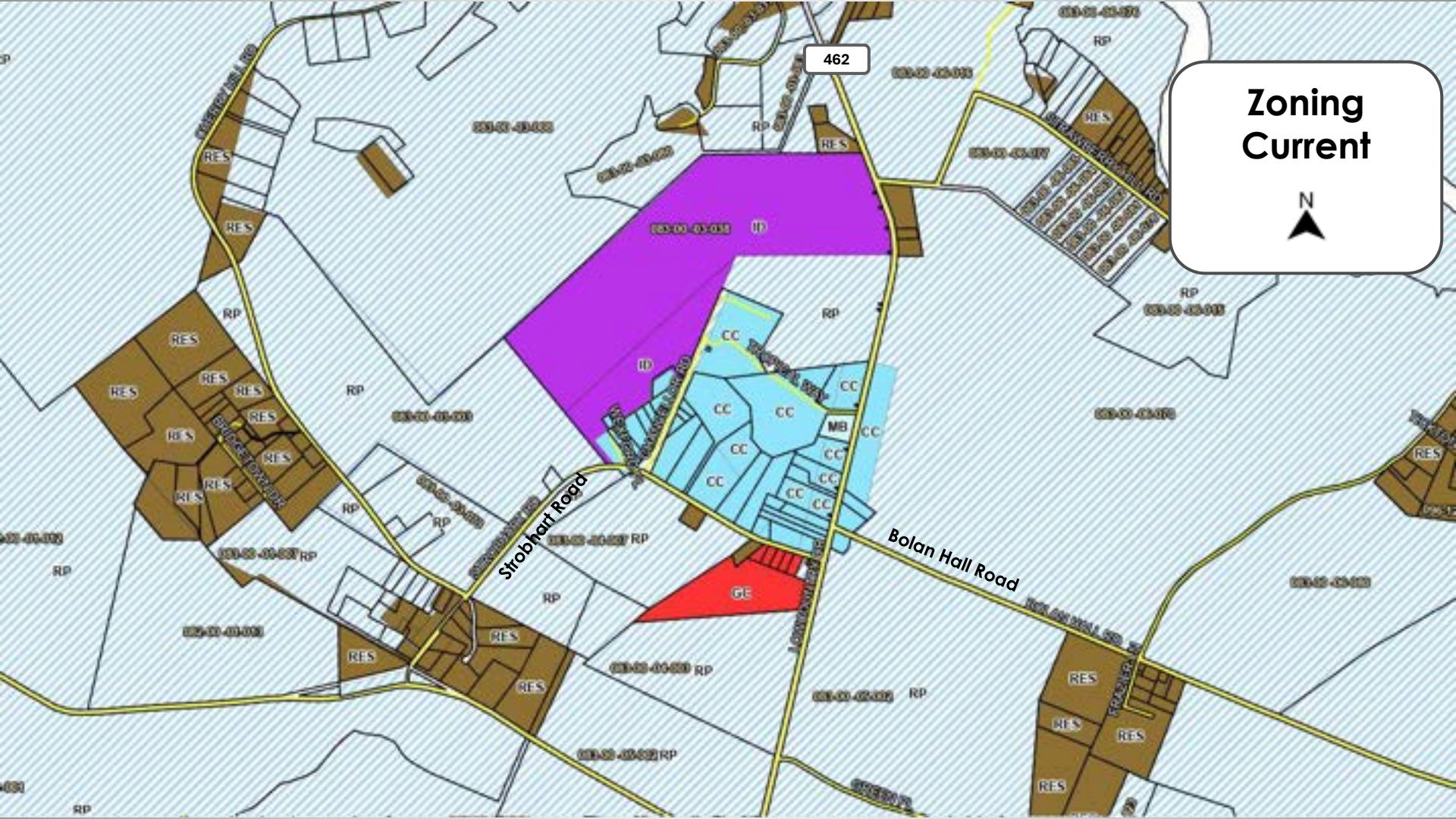
Old House Road

Cherry Hill Road

VG

Good Hope Plaz

FORAM GREEN DR



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**Zoning  
Current**



Stobair Road

Bolan Hall Road

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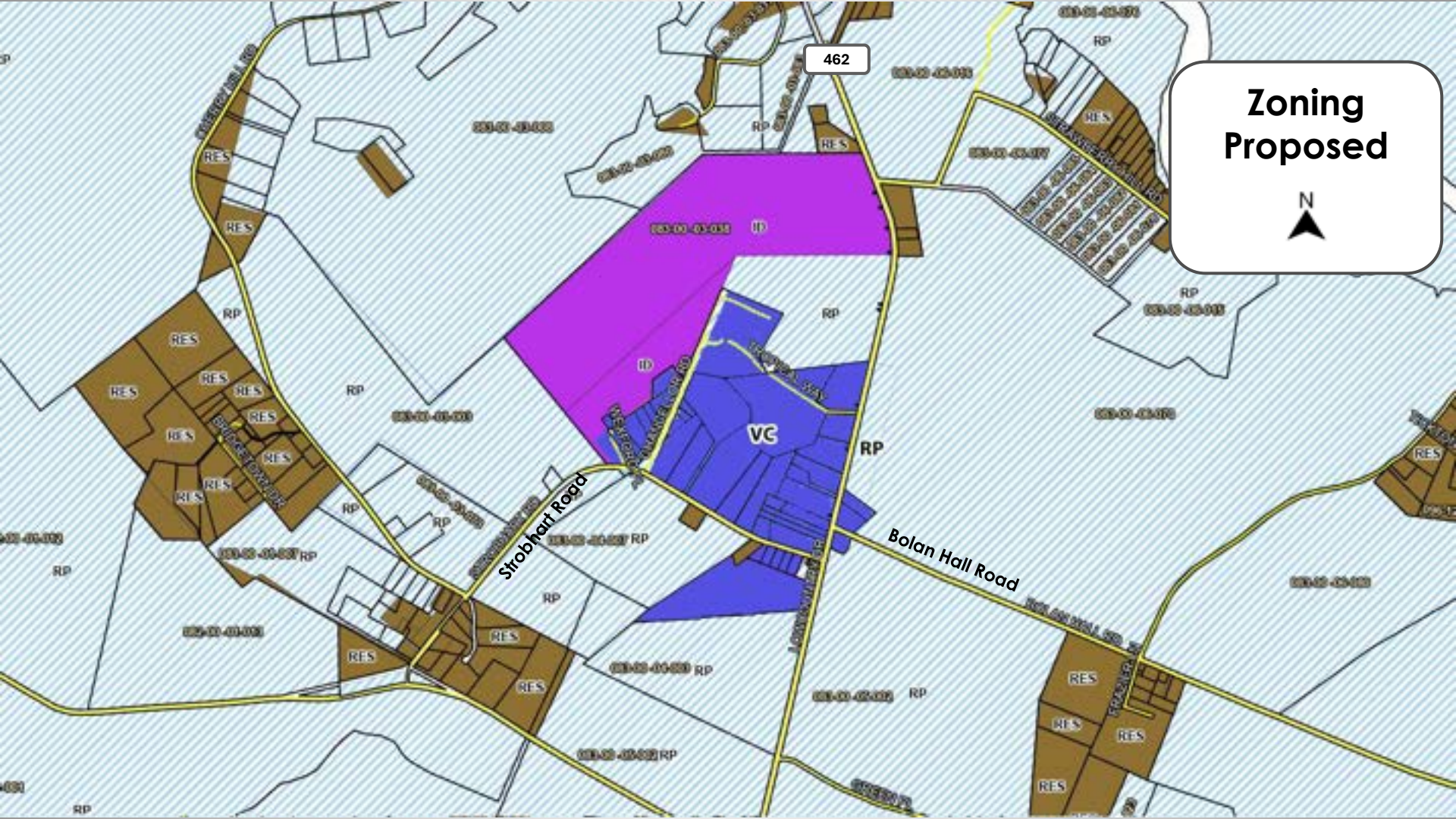
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**Zoning  
Proposed**



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## **ARTICLE 5. ZONING DISTRICT REGULATIONS**

### **5:1. Establishment of zoning districts.**

For purposes of this ordinance, the following zoning districts are hereby established:

| PRIMARY DISTRICTS |                             |
|-------------------|-----------------------------|
| R                 | Residential                 |
| RRL               | Residential Ridgeland Lakes |
| RP                | Rural Preservation          |
| RE                | Resource Extraction         |
| RC                | Resource Conservation       |
| VC                | Village Commercial          |
| CC                | Community Commercial        |
| GC                | General Commercial          |
| ID                | Industrial Development      |
| MB                | Mixed Business              |

| SPECIAL PURPOSE DISTRICTS |                                         |
|---------------------------|-----------------------------------------|
| PDD                       | Planned Development Districts           |
| FHOD                      | Flood Hazard Overlay Districts          |
| ACOD                      | Airport Compatibility Overlay Districts |
| LLOD                      | Levy-Limehouse Overlay District         |
| HCOD                      | Highway Corridor Overlay District       |
| IPOD                      | Interstate Proximity Overlay District   |
| SFFZ                      | Solar Farm Floating Zone                |
| GCOD                      | Gateway Corridor Overlay District       |
| EOD                       | Euhaw Overlay District                  |

(Ord. No. 09-12, § 5, 5-4-09; Ord. No. 11-24, § 1, 9-6-11; Ord. No. 12-10, § 1, 6-18-12; Ord. No. 16-13, § 2, 7-18-16; Ord. No. 17-04, § 1, 4-17-17)

### **5:2. Purpose of districts.**

Collectively, these districts are intended to advance the purposes of this ordinance, as stated in the preamble. Individually, each district is designed and intended to accomplish the following more specific objectives.

### **5:3. Primary districts.**

#### **R RESIDENTIAL DISTRICT**

The purpose of this district is to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.

---

## RRL RESIDENTIAL, RIDGELAND LAKES

The purpose of this district is to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses in the Ridgeland Lakes subdivision.

## RP RURAL PRESERVATION DISTRICT

The intent of this classification is to preserve, sustain, and protect from suburban encroachment rural areas and resources, particularly forest and agricultural, and maintain a balanced rural-urban environment.

The retention of open lands, woodlands, plantations, and farmlands, which make up a large part of this area, are essential to clean air, water, wildlife, many natural cycles, and a balanced environment, among other things. Even more essential from an economic perspective are the agricultural lands and farming operations in this area. Also provided by this district is a rural environment of larger acreage lots.

## RE RESOURCE EXTRACTION

The intent of this classification is to protect, preserve, sustain, and protect activities which specifically extract or harvest natural resources for commercial or industrial purposes, such as mining, excavations, excavation operations and activities, while concurrently ensuring protection of the health, safety, welfare of nearby residents and the value of nearby property. The resource extraction district will protect economically important mineral resources of the county for current and future use and will protect existing land uses adjacent to potential mineral lands from undue harm that may result from mineral extraction activity.

Businesses extracting resources are essential activities that may present unique challenges when considering adjacent properties and protection of public health, safety and welfare. However, it is intended that this zoning classification only apply to those portions of the county where the potential for conflict between adjacent current and future land uses and the mineral extraction activities are minimal. Any zoning map amendment to designate a property as RE should be carefully considered by assessing the following factors, including but not limited to: impact on environmentally sensitive areas and critical natural resources; impact on health, safety and welfare of the county residents; impact on the character of existing communities; impact on adjacent land value; traffic generation and potential mitigation; and any other factor considered essential to address.

## RC RESOURCE CONSERVATION DISTRICT

The purpose of this district is to protect from misuse and to ensure for future generations the county's environmentally sensitive, wetlands, marshes, rivers, creeks, and other natural resources critical to the ecosystems they support, however, the above is not intended to discourage quality development.

Due to the fragile nature of these resources, development standards for this district generally are more rigid than elsewhere in the county, requiring closer attention to the environment, and mitigation of land disturbing activity which would negatively impact such resources.

## VC VILLAGE COMMERCIAL

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

## CC COMMUNITY COMMERCIAL

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

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provide adequate, logically placed and convenient locations for commercial establishments in relation to residential housing and to minimize trip generation for those living in more rural areas of Jasper County.

#### GC GENERAL COMMERCIAL DISTRICT

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

#### ID INDUSTRIAL DEVELOPMENT DISTRICT

The intent of this district is to accommodate certain industrial uses which, based on their operational characteristics, are incompatible with residential, social, medical, and commercial environs. As a result, the establishment of such districts shall be restricted to areas geographically removed or buffered from such environs, and the operations of such uses monitored by performance standards to ensure environmental compatibility.

#### MB MIXED BUSINESS DISTRICT

The purpose of this district is to provide suitable locations for a mixture of commercial and low-intensity industrial uses at key nodes and corridors throughout the county. Mixed business locations are generally located along major thoroughfares in centers where existing development is located and provide good access to transportation routes. Intense manufacturing operations are not allowed in this district and specific development standards are in place to protect neighboring land uses, including residential properties.

(Ord. No. 09-12, § 6, 5-4-09; Ord. No. 11-24, § 2, 9-6-11)

### **5:4. Special purpose districts.**

#### PDD PLANNED DEVELOPMENT DISTRICT

The intent of the Planned Development District is to encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare.

Within the PDD, regulations adapted to unified planning and development are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree than where such regulations are designed to control unscheduled development on individual level or tracts, promote economical and efficient land use, provide an improved level of amenities including open spaces, foster a harmonious variety of uses, encourage creative design, and produce a better environment.

In view of the substantial public advantage of "planned development", it is the intent of these regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, including large undeveloped tracts.

#### FHOD FLOOD HAZARD OVERLAY DISTRICTS

The intent of the flood hazard overlay district is to protect human life and health, minimize property damage, encourage appropriate construction practices, and minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.

Additionally, this overlay district is intended to help maintain a stable tax base by providing for the sound use and development of flood-prone areas and to ensure that potential home buyers are notified that property is in a

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flood area. The provisions of this overlay district are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, street and bridges located in the floodplain, and prolonged business interruptions; and to minimize expenditures of public money for costly flood control projects and rescue and relief efforts associated with flooding.

#### ACOD AIRPORT COMPATIBILITY OVERLAY DISTRICT

The intent of the airport compatibility overlay district is to protect the dual interests of airports and neighboring land uses, and to promote the use and development of land in a manner that is compatible with the operation and use of an airport so as to protect the public investment in, and benefit provided by the facility to the region. The overlay district also protects the public health, safety, convenience, and general welfare of citizens who utilize the facility or live and work in the vicinity by preventing the creation or establishment of obstructions or incompatible land uses that are hazardous to the airport's operation or the public welfare. In general, the overlay district shall:

1. Protect and promote the general health, safety, economy, and welfare of airport environs.
2. Prevent the impairment and promote the utility and safety of airports.
3. Promote land use compatibility between airports and surrounding development.
4. Protect the character and stability of existing land uses.
5. Enhance environmental conditions in areas affected by airports and airport operations.
6. Prohibit noise sensitive uses within locations around the airport that are impacted by aircraft-related noise.
7. Protect the functional integrity of the airport by prohibiting land uses that are negatively affected by the higher levels of noise generated by aircraft operations.
8. Protect airport operations and reduce conflicts between aircraft and structures by requiring height limits within certain distances of the airport facilities.

#### LLOD LEVY-LIMEHOUSE OVERLAY DISTRICT

The intent of the Levy-Limehouse Overlay District is to provide the residents of this unique unincorporated community the ability to subdivide parcels, as though they were within a municipality, parcels which are smaller in size than that allowed by the underlying zoning district(s).

#### HCOD HIGHWAY CORRIDOR OVERLAY DISTRICT

The intent of the highway corridor overlay district is to provide additional buffering protection along frontage properties in special growth areas in accordance with the Jasper County Comprehensive Plan.

#### IPOD Interstate Proximity Overlay District

The purpose and intent of the IPOD is to promote a flexible mix of industrial and commercial highway interchange appropriate uses. The county recognizes that certain areas of the county are areas of economic importance based upon the availability of infrastructure, proximity to energy, utilities and transportation are critical. The IPOD adds an extra layer of land use regulation over the underlying zoning, which allows increased flexibility in land use, exempts certain provisions of this ordinance, and adds safeguards to ensure proper industrial and commercial growth.

#### SFFZ Solar Farm Floating Zone

The purpose and intent of the Solar Farm Floating Zone (SFFZ) is to promote the use of solar energy as a source of electricity and facilitate the construction, installation, and operation of Solar Energy Systems (SES) in Jasper County in a manner that promotes economic development and ensures the protection of health, safety, and

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welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands.

#### GCOD Gateway Corridor Overlay District

The purpose of the Gateway Corridor Overlay District (GCOD) is to promote an appropriate mix of commercial land uses that can coexist with residential land uses. Jasper County recognizes that infrastructure and transportation needs are critical and should be considered relative to connectivity, aesthetic appearance, and safety. The intent of the Gateway Corridor Overlay District is to provide overall design standards that will enhance the entrance into the county and discourage incompatible land uses that may detract from the image of this important gateway. The GCOD specifies the types of uses and additional development standards needed in this area which will have significant influence on the overall character and appearance of Jasper County.

#### **EOD EUHAW OVERLAY DISTRICT**

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

(Ord. No. 12-10, § 2, 6-18-12; Ord. No. 16-13, § 3, 7-18-16; Ord. No. 17-04, § 2, 4-17-17)

## **ARTICLE 6. USE REGULATIONS**

### **6:1. Permitted use and conditional uses.**

Principle uses shall be allowed within the base zoning districts of this ordinance in accordance with subsection 6.1 Table 1.

The North American Industry Classification System, 1997, is the basis for determining the use of property permitted by the various zoning districts. Where uncertainty exists relative to a given use not specifically listed by Table 1, the NAICS Manual should be consulted. In general, all uses listed by a given NAICS number and category should be construed as being permitted in the assigned zoning district, unless separately listed.

To aid in the use of Table 1, it is arranged by NAICS Sectors, followed by the uses and codes included in the respective sector:

Sector 11: Agriculture, Forestry, Fishing and Hunting

Sector 21: Mining

Sector 22: Utilities

Sector 23: Construction

Sector 31—33: Manufacturing

Sector 42: Wholesale Trade

Sector 44—45: Retail Trade

Sector 48—49: Transportation and Warehousing

Sector 51: Information

Sector 52: Finance and Insurance

Sector 53: Real Estate and Rental and Leasing

Sector 54: Professional, Scientific, and Technical Services

Sector 55: Management of Companies and Enterprises

Sector 56: Administrative and Support and Waste Management and Remediation Services

Sector 61: Educational Services

Sector 62: Health Care and Social Assistance

Sector 71: Arts, Entertainment, and Recreation

Sector 72: Accommodation and Food Services

Sector 81: Other Services (except Public Administration)

Sector 92: Public Administration

Uses and NAICS code references are displayed within the appropriate sector in numerical order, beginning with Sector 11 (Agricultural, Forestry, Fishing and Hunting) and running through Sector 92 (Public Administration).

Section 6.1—Table 1

|                                                                            | NAICS  | R  | RRL | RP | RC | VC | CC | GC | ID | RE | MB |
|----------------------------------------------------------------------------|--------|----|-----|----|----|----|----|----|----|----|----|
| <b>Sector 11: Agriculture, Forestry, Fishing and Hunting (Sec. 6:2.16)</b> |        |    |     |    |    |    |    |    |    |    |    |
| Agricultural Production, Crops                                             | 111    | N  | N   | P  | P  | N  | N  | P  | P  | P  | N  |
| Agricultural Production, Livestock, Animals                                | 112    |    |     |    |    |    |    |    |    |    |    |
| Livestock, Except Feedlots (Article 11:7.1)                                | 112111 | C  | N   | C  | PC | N  | N  | N  | P  | C  | N  |
| Feedlots                                                                   | 112112 | N  | N   | N  | PC | N  | N  | N  | N  | N  | N  |
| Poultry and Eggs (Article 11:7.2)                                          | 1123   | C  | N   | C  | PC | C  | C  | N  | N  | C  | N  |
| Animal Specialties (Article 11:7.3)                                        | 1129   | C  | N   | C  | P  | N  | N  | N  | N  | C  | N  |
| Horses and Other Equine (Article 11:7.3.A)                                 | 11292  | PC | N   | P  | P  | N  | N  | N  | N  | P  | N  |
| General Farms                                                              | 11299  | PN | N   | P  | P  | N  | N  | P  | N  | P  | N  |
| Fishing, Hunting, Trapping                                                 | 1141-2 | N  | N   | P  | P  | N  | P  | P  | N  | P  | N  |
| Agricultural Services                                                      | 115    | N  | N   | P  | P  | N  | P  | P  | N  | P  | N  |
| Forestry                                                                   | 11531  | N  | N   | P  | P  | N  | N  | N  | P  | P  | N  |
| <b>Sector 21: Mining and Mine Operation</b>                                |        |    |     |    |    |    |    |    |    |    |    |
| Mining (Article 11:7.4)                                                    | 212    | N  | N   | N  | N  | N  | N  | N  | N  | C  | N  |
| <b>Sector 22: Utilities</b>                                                |        |    |     |    |    |    |    |    |    |    |    |
| Electric, Gas, and Sanitary Services                                       | 221    |    |     |    |    |    |    |    |    |    |    |
| Electric                                                                   | 2211   |    |     |    |    |    |    |    |    |    |    |
| Generation                                                                 | 22111  | N  | N   | N  | P  | N  | N  | P  | P  | N  | N  |
| Solar Electric Power Generation Accessory (Article 11:7.5B)                | 22114  | C  | C   | C  | C  | C  | C  | C  | C  | C  | C  |
| Solar Farm (See Article 8:7)                                               | 22114  |    |     |    |    |    |    |    |    |    |    |
| Transmission                                                               | 22112  | P  | P   | P  | P  | P  | P  | P  | P  | N  | P  |
| Natural Gas Distribution                                                   | 2212   | P  | P   | P  | P  | P  | P  | P  | P  | N  | P  |
| Water Supply Systems                                                       | 22131  |    |     |    |    |    |    |    |    |    |    |
| Storage/Treatment                                                          | 22131  | N  | N   | P  | P  | N  | P  | P  | P  | N  | P  |
| Transmission                                                               | 22131  | P  | P   | P  | P  | P  | P  | P  | P  | N  | P  |
| Sewerage Systems                                                           | 22132  |    |     |    |    |    |    |    |    |    |    |
| Collection                                                                 | 22132  | P  | P   | P  | P  | P  | P  | P  | P  | N  | P  |
| Treatment (Article 11:7.5)                                                 | 22132  | N  | N   | N  | P  | N  | C  | P  | P  | N  | P  |
| <b>Sector 23: Construction</b>                                             |        |    |     |    |    |    |    |    |    |    |    |
| Bldg. Construction-General Contract and Operative Builders                 | 233    | N  | N   | N  | N  | N  | N  | P  | P  | N  | P  |
| Heavy Construction other than Building Construction-Contractors            | 234    | N  | N   | N  | N  | N  | N  | P  | P  | N  | P  |
| Special Trade Contractors (Article 11:7.6)                                 | 235    | N  | N   | N  | N  | N  | C  | P  | P  | N  | P  |
| <b>Sector 31-33: Manufacturing (Article 11:7.7)</b>                        |        |    |     |    |    |    |    |    |    |    |    |
| Food                                                                       | 311    | N  | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Beverage and Tobacco                                                       | 312    | N  | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Textile Mills                                                              | 313    | N  | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Textile Product Mills                                                      | 314    | N  | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Apparel                                                                    | 315    | N  | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Leather and Allied Products                                                | 316    | N  | N   | N  | N  | N  | N  | N  | P  | N  | C  |

|                                                          | NAICS         | R        | RRL      | RP       | RC       | VC       | CC       | GC       | ID       | RE       | MB       |
|----------------------------------------------------------|---------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Wood Products                                            | 321           | N        | N        | N        | €<br>N   | N        | N        | N        | P        | N        | C        |
| Paper                                                    | 322           | N        | N        | N        | N        | N        | N        | N        | P        | N        | C        |
| Printing and Related Activities                          | 323           | N        | N        | N        | N        | N        | N        | P        | P        | N        | C        |
| Petroleum Products                                       | 324           | N        | N        | N        | N        | N        | N        | N        | P        | N        | N        |
| Chemical Products                                        | 325           | N        | N        | N        | N        | N        | N        | N        | P        | N        | N        |
| Plastic and Rubber Products                              | 326           | N        | N        | N        | N        | N        | N        | N        | P        | N        | N        |
| Nonmetallic Mineral Products                             | 327           | N        | N        | N        | N        | N        | N        | N        | P        | N        | C        |
| Primary Metal                                            | 331           | N        | N        | N        | N        | N        | N        | N        | P        | N        | C        |
| Fabricated Metal Products                                | 332           | N        | N        | N        | N        | N        | N        | N        | P        | N        | C        |
| Machinery                                                | 333           | N        | N        | N        | N        | N        | N        | N        | P        | N        | C        |
| Computer and Electronic Products                         | 334           | N        | N        | N        | N        | N        | N        | N        | P        | N        | C        |
| Electrical Equipment, Appliances and Components          | 335           | N        | N        | N        | N        | N        | N        | N        | P        | N        | C        |
| Transportation Equipment                                 | 336           | N        | N        | N        | N        | N        | N        | N        | P        | N        | C        |
| Furniture and Related Products                           | 337           | N        | N        | N        | N        | N        | N        | N        | P        | N        | C        |
| Miscellaneous Manufacturing                              | 339           | N        | N        | N        | N        | N        | N        | N        | P        | N        | C        |
| <b>Sector 42: Wholesale Trade (Article 11:7.8)</b>       |               |          |          |          |          |          |          |          |          |          |          |
| Wholesale Trade-Durable Goods                            | 421           | N        | N        | N        | N        | N        | N        | P        | P        | N        | P        |
| Used Motor Vehicle Parts, (Article 11:7.8)               | 421140        | N        | N        | N        | N        | N        | N        | N        | C        | N        | N        |
| Recyclable Material, (Article 11:7.8)                    | 42193         | N        | N        | N        | N        | N        | N        | N        | C        | N        | N        |
| Junkyards (Article 18)                                   |               | N        | N        | N        | N        | N        | N        | N        | C        | N        | N        |
| Wholesale Trade-Nondurable Goods                         | 422           | N        | N        | N        | N        | N        | N        | P        | P        | N        | P        |
| <b>Sector 44-45: Retail Trade</b>                        |               |          |          |          |          |          |          |          |          |          |          |
| Motor Vehicle and Parts                                  | 441           | N        | N        | N        | N        | N        | N        | P        | P        | N        | P        |
| Automobile Dealers (Article 11:7.9)                      | 4411          | N        | N        | N        | N        | N        | C        | P        | P        | N        | P        |
| Automotive Parts and Accessories Store (Article 11:7.9A) | 441310        | N        | N        | N        | N        | N        | C        | P        | P        | N        | P        |
| Furniture and Home Furnishings                           | 442           | N        | N        | N        | N        | P        | P        | P        | N        | N        | P        |
| Electronics and Appliances                               | 443           | N        | N        | N        | N        | P        | P        | P        | N        | N        | P        |
| Building Materials, Garden Supplies                      | 444           |          |          |          |          |          |          |          |          | N        |          |
| Lumber and Building Materials (Article 11:7.10)          | 4441          | N        | N        | N        | N        | N        | C        | P        | P        | N        | P        |
| <b>Hardware Stores</b>                                   | <b>444130</b> | <b>N</b> | <b>N</b> | <b>N</b> | <b>N</b> | <b>N</b> | <b>C</b> | <b>P</b> | <b>P</b> | <b>N</b> | <b>P</b> |
| Lawn and Garden Equipment and Supplies Stores            | 4442          | N        | N        | N        | N        | P        | P        | P        | P        | N        | P        |
| Food and Beverage Stores                                 | 445           |          |          |          |          |          |          |          |          |          |          |
| Grocery Stores                                           | 4451          | N        | N        | N        | N        | P        | P        | P        | N        | N        | N        |
| Convenience Stores                                       | 44512         | N        | N        | N        | N        | P        | P        | P        | N        | N        | N        |
| Specialty Stores                                         | 4452          | N        | N        | N        | N        | P        | P        | P        | N        | N        | N        |
| Fruit and Vegetable                                      | 44523         | N        | N        | P        | P        | P        | P        | P        | N        | N        | N        |
| Beer, Wine, and Liquor                                   | 4453          | N        | N        | N        | N        | N        | P        | P        | N        | N        | N        |
| Health and Personal Care                                 | 446           | N        | N        | N        | N        | P        | P        | P        | N        | N        | N        |

|                                                             | NAICS  | R | RRL | RP | RC     | VC | CC | GC | ID | RE | MB |
|-------------------------------------------------------------|--------|---|-----|----|--------|----|----|----|----|----|----|
| Gasoline Stations (Article 11.7.10A)                        | 447    | N | N   | N  | N      | C  | P  | P  | P  | N  | N  |
| Truck Stops                                                 | 44719  | N | N   | N  | N      | N  | N  | N  | P  | N  | N  |
| Clothing and Accessory Stores                               | 448    | N | N   | N  | N      | P  | P  | P  | N  | N  | N  |
| Sporting Goods, Hobbies, Books, and Music                   | 451    | N | N   | N  | N      | P  | P  | P  | N  | N  | N  |
| General Merchandise Stores                                  | 452    | N | N   | N  | N      | P  | P  | P  | N  | N  | N  |
| Miscellaneous Retail                                        | 453    | N | N   | N  | N      | P  | P  | P  | N  | N  | N  |
| Flea Markets                                                | 4533   | N | N   | N  | N      | N  | N  | P  | N  | N  | P  |
| Manufactured Home Dealers                                   | 45393  | N | N   | N  | N      | N  | N  | P  | N  | N  | P  |
| Non-Store Retailers                                         | 454    | N | N   | N  | N      | N  | P  | P  | P  | N  | C  |
| Fuel Dealers (Article 11:7.11)                              | 45431  | N | N   | N  | N      | N  | P  | P  | N  | N  | N  |
| <b>Sector 48-49: Transportation and Warehousing</b>         |        |   |     |    |        |    |    |    |    |    |    |
| Air Transportation (Article 8:3)                            | 481    | N | N   | N  | €<br>N | N  | N  | C  | C  | C  | N  |
| Rail Transportation                                         | 482    | N | N   | N  | N      | N  | P  | P  | P  | N  | C  |
| Water Transportation                                        | 483    | N | N   | N  | N      | P  | P  | P  | P  | N  | C  |
| Truck Transportation                                        | 484    | N | N   | N  | N      | N  | N  | P  | P  | N  | C  |
| Used Household and Office Goods Moving (Article 11:7.11A)   | 484210 | N | N   | N  | N      | N  | C  | P  | P  | N  | C  |
| Transit and Ground Passenger Transportation                 | 485    | N | N   | N  | N      | N  | P  | P  | P  | N  | C  |
| Pipeline for Transportation                                 | 486    | N | N   | N  | N      | N  | N  | P  | P  | N  | C  |
| Scenic and Sightseeing Transportation Storage               | 487    | N | N   | P  | N      | N  | N  | P  | P  | N  | C  |
| Support Activities for Transportation                       | 488    | N | N   | N  | N      | N  | N  | P  | P  | N  | C  |
| Motor Vehicle Towing                                        | 488410 | N | N   | N  | N      | N  | N  | C  | C  | N  | C  |
| US Postal Service                                           | 491    | N | N   | P  | N      | P  | P  | P  | P  | N  | P  |
| Warehousing and Storage                                     | 493    | N | N   | N  | N      | N  | N  | P  | P  | N  | C  |
| <b>Sector 51: Information</b>                               |        |   |     |    |        |    |    |    |    |    |    |
| Publishing Industries                                       | 511    | N | N   | N  | N      | N  | N  | P  | P  | N  | P  |
| Motion Pictures and Sound Industries                        | 512    | N | N   | N  | N      | N  | N  | P  | P  | N  | P  |
| Motion Picture Theaters                                     | 512131 | N | N   | N  | N      | N  | N  | P  | N  | N  | N  |
| Broadcasting and Telecommunications                         | 513    | N | N   | N  | N      | N  | P  | P  | P  | N  | P  |
| Communication Towers and Ant. (Article 11:7.12)             | 5131   | C | C   | C  | C      | C  | C  | C  | C  | C  | C  |
| Information Services and Data Processing                    | 514    | N | N   | N  | N      | N  | P  | P  | P  | N  | P  |
| Libraries (Article 11:7.13)                                 | 51412  | C | C   | N  | P<br>N | P  | P  | P  | P  | N  | N  |
| <b>Sector 52: Finance and Insurance</b>                     |        |   |     |    |        |    |    |    |    |    |    |
| Banks                                                       | 521    | N | N   | N  | P<br>N | P  | P  | P  | P  | N  | N  |
| Credit Intermediation                                       | 522    | N | N   | N  | N      | N  | P  | P  | P  | N  | N  |
| Pawn Shops                                                  | 522298 | N | N   | N  | N      | N  | N  | P  | N  | N  | N  |
| Security and Commodity Contracts, and Financial Investments | 523    | N | N   | N  | N      | P  | P  | P  | P  | N  | N  |

|                                                                                         | NAICS  | R              | RRL | RP | RC     | VC | CC | GC | ID | RE | MB |
|-----------------------------------------------------------------------------------------|--------|----------------|-----|----|--------|----|----|----|----|----|----|
| Insurance Carriers and Related Activities                                               | 524    | N              | N   | N  | N      | P  | P  | P  | P  | N  | N  |
| Funds, Trust, and Other Financial Vehicles                                              | 525    | N              | N   | N  | N      | P  | P  | P  | P  | N  | N  |
| <b>Sector 53: Real Estate, Rental and Leasing</b>                                       |        |                |     |    |        |    |    |    |    |    |    |
| Real Estate                                                                             | 531    | N              | N   | N  | N      | N  | P  | P  | P  | N  | N  |
| Mini-Warehouses (Article 11:7.14)                                                       | 53113  | N              | N   | N  | N      | N  | N  | C  | P  | N  | C  |
| Offices of Real Estate Agents and Brokers                                               | 5312   | N              | N   | N  | N      | P  | P  | P  | P  | N  | P  |
| Rental and Leasing Services                                                             | 532    | N              | N   | N  | N      | N  | P  | P  | N  | N  | P  |
| Video Tape Rental                                                                       | 53223  | N              | N   | N  | N      | N  | P  | P  | N  | N  | N  |
| <b>Sector 54: Professional, Scientific, and Technical Services</b>                      |        |                |     |    |        |    |    |    |    |    |    |
| Professional, Scientific, Technical Services                                            | 541    | N              | N   | N  | N      | P  | P  | P  | P  | N  | P  |
| Display Advertising - Signs                                                             | 54185  | See Article 15 |     |    |        |    |    |    |    |    |    |
| Veterinary Services                                                                     | 54194  | N              | N   | N  | P<br>N | P  | P  | P  | N  | N  | P  |
| <b>Sector 55: Management of Companies and Enterprises</b>                               |        |                |     |    |        |    |    |    |    |    |    |
| Management of Companies and Enterprises                                                 | 551    | N              | N   | N  | N      | P  | P  | P  | P  | N  | P  |
| <b>Sector 56: Administrative and Support, Waste Management and Remediation Services</b> |        |                |     |    |        |    |    |    |    |    |    |
| Administrative and Support Services                                                     | 561    | N              | N   | N  | N      | N  | P  | P  | P  | N  | P  |
| Repossession Services (Article 11:7.11B)                                                | 561491 | N              | N   | N  | N      | N  | N  | C  | C  | N  | C  |
| Landscape Services                                                                      | 56173  | N              | N   | N  | N      | N  | P  | P  | P  | N  | P  |
| Waste Management Services                                                               | 562    |                |     |    |        |    |    |    |    |    |    |
| Waste Collection (Article 11:7.15)                                                      | 5621   | N              | N   | N  | N      | N  | N  | N  | C  | N  | N  |
| Hazardous Waste Treatment and Disposal                                                  | 562211 | N              | N   | N  | N      | N  | N  | N  | N  | N  | N  |
| Solid Waste Landfill (Article 11:7.16)                                                  | 562212 | N              | N   | N  | N      | N  | N  | N  | C  | N  | N  |
| Solid Waste Incinerators (Article 11:7.17)                                              | 562213 | N              | N   | N  | N      | N  | N  | N  | C  | N  | N  |
| Material Recovery Facilities (Article 11:18)                                            | 56292  | N              | N   | N  | N      | N  | N  | N  | C  | N  | N  |
| All Other Waste Management (Article 11:19)                                              | 56299  | N              | N   | N  | N      | N  | N  | N  | C  | N  | N  |
| <b>Sector 61: Educational Services</b>                                                  |        |                |     |    |        |    |    |    |    |    |    |
| Educational Services                                                                    | 611    |                |     |    |        |    |    |    |    |    |    |
| Elementary Schools                                                                      | 6111   | P              | N   | P  | N      | N  | P  | P  | N  | N  | N  |
| Secondary Schools                                                                       | 6111   | P              | P   | P  | N      | N  | P  | P  | N  | N  | N  |
| Jr. Colleges, Colleges, Universities, Professional Schools                              | 6112-3 | N              | N   | N  | N      | N  | P  | P  | N  | N  | N  |
| Business Schools, Computer, and Management Training (Article 11:7.19a)                  | 6114-5 | N              | N   | N  | N      | C  | P  | P  | P  | N  | N  |
| Other Schools and Instruction (Article 11:7.19a)                                        | 6116   | C              | C   | N  | N      | C  | P  | P  | N  | N  | N  |

|                                                                       | NAICS  | R  | RRL | RP | RC | VC | CC | GC | ID | RE | MB |
|-----------------------------------------------------------------------|--------|----|-----|----|----|----|----|----|----|----|----|
| Educational Support Services                                          | 6117   | N  | N   | N  | N  | N  | N  | P  | P  | N  | N  |
| <b>Sector 62: Health Care and Social Assistance</b>                   |        |    |     |    |    |    |    |    |    |    |    |
| Ambulatory Health Care Services                                       | 621    | N  | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Hospitals                                                             | 622    | N  | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| Nursing and Residential Care Facilities                               | 623    | N  | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Nursing Care Facilities (Article 11:7.20)                             | 6231   | C  | C   | C  | N  | P  | P  | P  | N  | N  | N  |
| Community Care for Elderly (Article 11:7.21)                          | 6233   | C  | C   | C  | N  | P  | P  | P  | N  | N  | N  |
| Other Residential Care Facilities (Article 11:7.21A)                  | 623990 | C  | C   | C  | N  | P  | P  | P  | N  | N  | N  |
| Social Assistance                                                     | 624    | N  | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Individual and Family Services                                        | 6241   | N  | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Community, Food, and Housing and Emergency and Relief Services        | 6242   | N  | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Vocational Rehabilitation Services                                    | 6243   | N  | N   | N  | N  |    | P  | P  | P  | N  | N  |
| Day Care Services (Article 11:7.22)                                   | 6244   | C  | C   | C  | N  | C  | C  | C  | C  | N  | N  |
| <b>Sector 71: Arts, Entertainment, and Recreation</b>                 |        |    |     |    |    |    |    |    |    |    |    |
| Performing Arts, Spectator Sports and Related Industries              | 711    | N  | N   | N  | N  | N  | N  | P  | N  | N  | N  |
| Museums, Historical Sites, and Similar Institutions (Article 11:7.23) | 712    | N  | N   | C  | C  | C  | P  | P  | N  | N  | N  |
| Amusement, Gambling, and Recreation                                   | 713    | N  | N   | N  | N  | N  | N  | P  | N  | N  | N  |
| Golf Courses and Country Clubs                                        | 71391  | P  | P   | P  | P  | N  | P  | P  | N  | N  | N  |
| Marinas (Article 11:7.24)                                             | 71393  | EN | EN  | PN | P  | N  | P  | P  | P  | N  | N  |
| Gun Club and Skeet Ranges (Article 11:7.25)                           | 713990 | N  | N   | C  | C  | N  | N  | C  | N  | N  | N  |
| <b>Sector 72: Accommodation and Food Services</b>                     |        |    |     |    |    |    |    |    |    |    |    |
| Accommodations                                                        | 721    |    |     |    |    |    |    |    |    |    |    |
| Hotels and Motels                                                     | 72111  | N  | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| Bed and Breakfast Inns (Article 11:7.26)                              | 721191 | C  | C   | C  | C  | P  | P  | P  | N  | N  | N  |
| Camps and Recreational Vehicle Parks (Article 11:7.27)                | 72121  | N  | N   | C  | C  | C  | C  | C  | N  | N  | N  |
| Rooming and Boarding Houses, Dormitories, Group Housing               | 72131  | N  | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| Eating Places                                                         | 7221-3 | N  | N   | P  | N  | P  | P  | P  | P  | N  | N  |
| Fast Food Restaurants                                                 |        | N  | N   | N  | N  | N  | P  | P  | P  | N  | N  |
| Drinking Places                                                       | 7224   | N  | N   | N  | N  | N  | N  | P  | N  | N  | N  |
| <b>Sector 81: Other Services (except Public Administration)</b>       |        |    |     |    |    |    |    |    |    |    |    |
| Auto Repair and Maintenance (Article 11:7.27A)                        | 8111   | N  | N   | N  | N  | N  | C  | C  | C  | N  | C  |
| Personal and Laundry Services                                         | 812    |    |     |    |    |    |    |    |    |    |    |
| Personal Care Services (Article 11:7.28)                              | 8121   | N  | N   | N  | EN | P  | P  | P  | P  | N  | N  |
| Funeral Homes and Services                                            | 81221  | N  | N   | N  | N  | P  | P  | P  | P  | N  | N  |

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|                                                                              | NAICS  | R | RRL | RP | RC | VC | CC | GC | ID | RE | MB |
|------------------------------------------------------------------------------|--------|---|-----|----|----|----|----|----|----|----|----|
| Cemeteries (Article 11:7.29)                                                 | 81222  | N | N   | C  | C  | C  | C  | C  | C  | N  | N  |
| Crematories                                                                  | 81222  | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| Laundry and Dry Cleaning Services                                            | 8123   | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| Coin Operated Laundries/Dry Cleaning                                         | 81231  | N | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| Pet Care Services (Except for Animal Shelters)                               | 81291  | N | N   | N  | N  | N  | N  | P  | P  | N  | N  |
| Animal Shelters Only (Article 11:7.29A)                                      | 812910 | N | N   | C  | N  | N  | N  | P  | P  | N  | N  |
| Automotive Parking Lots and Garages                                          | 81293  | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| Sexually Oriented Business (Article 17)                                      | 81299  | N | N   | N  | N  | N  | N  | C  | N  | N  | N  |
| All Other Personal Services                                                  | 81299  | N | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| Religious, Fraternal, Professional, Political, Civic, Business Organizations | 813    |   |     |    |    |    |    |    |    |    |    |
| Religious Organizations                                                      | 81311  | P | P   | P  | P  | P  | P  | P  | P  | N  | N  |
| All Other Organizations                                                      | 8132-9 | N | N   | N  | N  | P  | P  | P  | P  | N  | N  |
| <b>Sector 92: Public Administration</b>                                      |        |   |     |    |    |    |    |    |    |    |    |
| Executive, Legislative, and General Govt.                                    | 921    | N | N   | N  | N  | P  | P  | P  | P  | N  | P  |
| Justice, Public Order and Safety                                             | 922    | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| Courts                                                                       | 92211  | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| Police Protection                                                            | 92212  | P | P   | P  | P  | P  | P  | P  | P  | N  | P  |
| Correctional Institutions                                                    | 92214  | N | N   | N  | N  | N  | N  | N  | P  | N  | P  |
| Fire Protection                                                              | 92216  | P | P   | P  | P  | P  | P  | P  | P  | N  | P  |
| Administration of Human Resources                                            | 923    | N | N   | N  | N  |    | P  | P  | P  | N  | P  |
| Administration Of Environmental Quality and Housing Program                  | 924-5  | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| Public Parks and Recreation                                                  | 924120 | P | P   | P  | P  | P  | P  | P  | P  | N  | P  |
| Administration of Housing, Planning, CD Programs                             | 925    | N | N   | N  | N  |    | P  | P  | P  | N  | P  |
| Administration of Economic Programs                                          | 926    | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| <b>Residential Uses</b>                                                      |        |   |     |    |    |    |    |    |    |    |    |
| Site Built Housing                                                           |        |   |     |    |    |    |    |    |    |    |    |
| Existing Single-Family Detached                                              | NA     | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Single-Family Detached                                                       | NA     | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Second Single-Family Residential Dwelling Unit (Sec. 11:7.30)                | NA     | C | N   | C  | N  | C  | C  | N  | N  | N  | N  |
| Duplexes (Sec 11:7.31)                                                       | N/A    | N | N   | N  | N  | C  | C  | C  | N  | N  | N  |
| Multi-Family Apartments ( Sec 11:7.31A)                                      | N/A    | N | N   | N  | N  | N  | C  | C  | N  | N  | N  |
| Townhouses (Sec 11:7.32)                                                     | N/A    | N | N   | N  | N  | N  | C  | C  | N  | N  | N  |
| Patio Houses (Sec 11:7.33)                                                   | N/A    | N | N   | N  | N  | N  | C  | C  | N  | N  | N  |
| <b>Manufactured Housing (Article 12:9)</b>                                   |        |   |     |    |    |    |    |    |    |    |    |
| Residential Designed (Sec. 11:7.30B)                                         | NA     | P | N   | P  | P  | C  | C  | N  | N  | N  | N  |

|                                                              | NAICS | R | RRL | RP | RC | VC | CC | GC | ID | RE | MB |
|--------------------------------------------------------------|-------|---|-----|----|----|----|----|----|----|----|----|
| Standard Designed (Sec. 11:7.30B)                            | NA    | P | N   | P  | P  | C  | C  | N  | N  | N  | N  |
| Second Unit, Family Member Only (Sec. 11:7.34)               | N/A   | C | N   | C  | N  | C  | C  | N  | N  | N  | N  |
| <b>Family Estate</b>                                         |       |   |     |    |    |    |    |    |    |    |    |
| Existing Single-Family Detached (Sec. 11:7.35)               | NA    | C | N   | C  | N  | C  | C  | C  | N  | N  | N  |
| Single-Family Detached (Sec. 11:7.35)                        | NA    | C | N   | C  | N  | C  | C  | C  | N  | N  | N  |
| Manufactured Housing, Residential Designed (Sec. 11:7.35)    | NA    | C | N   | C  | N  | C  | C  | C  | N  | N  | N  |
| Manufactured Housing, Standard Designed (Sec. 11:7.35)       | NA    | C | N   | C  | N  | C  | C  | C  | N  | N  | N  |
| <b>Accessory Uses to Residential Uses</b>                    |       |   |     |    |    |    |    |    |    |    |    |
| Bathhouses and Cabanas                                       | NA    | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Domestic Animal Shelters                                     | NA    | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Non-Commercial Greenhouses                                   | NA    | P | P   | P  | P  | P  | P  | N  | N  | N  |    |
| Private Garage and Carport                                   | NA    | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Storage Building                                             | NA    | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Swimming Pool, Tennis Courts                                 | NA    | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Auxiliary Shed, Workshop                                     | NA    | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Home Occupation (Article 11:7.36)                            | NA    | C | C   | C  | C  | C  | C  | C  | N  | N  | N  |
| Horticulture, Gardening                                      | NA    | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Family Day Care Home                                         | NA    | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Satellite Dishes, etc.                                       | NA    | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| <b>Accessory Uses to Non-Residential Uses</b>                |       |   |     |    |    |    |    |    |    |    |    |
| Buildings, Structures, Lift Stations, etc. (Article 11:7.37) | NA    | N | N   | C  | C  | C  | P  | P  | P  | N  | C  |
| Open Storage (Article 11:7.38)                               | NA    | N | N   | N  | C  | N  | C  | C  | C  | C  | C  |
| <b>Temporary Uses</b>                                        |       |   |     |    |    |    |    |    |    |    |    |
| All Temporary Uses; Non-Residential (Article 11:7.39)        | NA    | C | C   | C  | C  | C  | C  | C  | C  | C  | C  |
| Temporary Accessory Dwelling Unit (Article 11:7.40)          | NA    | C | C   | C  | C  | C  | C  | C  | N  | N  | C  |

6:1.1. *Uses Permitted By-Right = P.* The letter "P" indicates that a use type is permitted by-right in the respective zoning district, subject to compliance with all other applicable regulations of this ordinance.

6:1.2. *Uses Subject to Conditions = C.* The letter "C" indicates that a use type is permitted in the respective zoning district only if it complies with the industry specific and sometimes case specific conditions of article 11 and all other applicable regulations of this ordinance and if approved in accordance with the review procedures set forth in article 11. A section number reference following a use category means the use must meet the additional conditions and requirements of the referenced section.

6:1.3. *Uses Not Allowed = N.* The letter "N" indicates that a use type is not permitted in the respective zoning district, unless it is otherwise expressly allowed by other regulations of this ordinance.

6:1.4. *New or Unlisted Uses.* Any uses found in the latest edition of the NAICS Manual but not listed in Table 1 above shall adhere to the allowed uses as listed in the next available high order category. Should the

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allowed uses be unspecified in any of the higher order categories, the DSR(s) shall be authorized to make a similar use interpretation in accordance with South Carolina Code of Laws Section 6-29-710.

Uses not listed in the NAICS Manual are identified by the letters "NA" (Not Applicable) in the NAICS column. If an application is submitted for a use type that is not listed as an allowed use in one or more zoning districts, the DSR shall be authorized to make a similar use interpretation.

6:1.5. *Reserved.*

6:1.6. *Accessory Uses.* A use which is naturally and normally incident and subordinate to the principal use of a structure or lot shall be permitted in all zones unless otherwise stated.

(Ord. No. 08-11, § 1, 5-5-08; Ord. No. 09-06, § 1, 2-2-09; Ord. No. 09-12, §§ 7, 9, 5-4-09; Ord. No. 09-28, § 1, 10-5-09; Ord. No. 11-09, § 1, 4-18-11; Ord. No. 11-24, §§ 3—5, 9-6-11; Ord. No. 12-03, § 1, 3-5-12; Ord. No. 12-16, § 1, 9-17-12; Ord. No. 2013-04, § 1, 4-1-13; Ord. No. 2015-18, § 1, 8-17-15; Ord. No. 2015-29, § 1, 9-21-15; Ord. No. 2015-26, § 1, 12-7-15; Ord. No. 17-13, § 1, 5-15-17; Ord. No. 2020-22, § 1, 10-5-20; Ord. No. 2020-24, § 1, 1-21-20; Ord. No. 2020-25, § 1, 2-3-20)

## **6:2. Affordable housing bonus.**

### **A. Affordable housing general standards.**

1. *Design.* Design shall conform to the following:

- a. The units shall be located in a random fashion throughout the development, and mixed in such a way that they blend with the character of the community. In multi-family developments, the designated units shall be mixed throughout the buildings.
- b. Exterior materials, details, style, landscaping, and other elements of the units that are visible shall be identical to those of the other units in the development.

2. *Control of units.* The units shall be regulated to ensure that they remain available as affordable units. The following are acceptable methods of regulation:

- a. Management may be by a private developer, nonprofit housing agency, or housing authority. The eligibility rules shall be reviewed and approved by the housing authority to ensure they meet state and federal requirements. Where there are no state or federal funds or programs involved, the housing authority shall review the pro forma to ensure the eligibility requirements match the cost reduction provided by the bonus.
- b. *Sales units.* These units may be sold subject to agreements that limit appreciation and that require the units to be sold to people eligible for such units. Appreciation shall be geared to the percentage increase in assessed value in the development.
- c. Nothing in subsection 2.a. or 2.b. of this section shall prohibit units to be sold to a housing authority or a recognized nonprofit, affordable housing corporation.
- d. *Rental units.* These units shall be rented only to eligible tenants based on the approved eligibility program.

### **B. Types of affordable housing bonuses.**

1. *Single-family cluster.* In a single-family cluster, the developer shall submit the site capacity calculations to establish the base density. The bonus shall be granted provided all requirements of this article are met, as well as the following conditions:

- a. The bonus shall be permitted only when natural resources do not limit the density.

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- b. Fifty percent of the additional units shall meet the criteria of subsection 6:2.15.A.
  - c. A site plan shows the additional units being accommodated by.
    - (i) A revised set of lot standards which reduces lot area for all lots or uses several lot sizes; and/or
    - (ii) The amount of open space as required by this ordinance is maintained.
2. *Planned, community or multifamily developments.* Developers of these uses can propose up to a 20-percent increase in density maximums, which shall be granted, provided the requirements of this article are met. The actual bonus shall be determined by this section. The developer shall submit the site capacity analysis to establish the base density, as well as meet the following conditions:
- a. The bonus shall be permitted only when natural resources do not limit the density.
  - b. Fifty percent of the additional units shall meet the criteria of subsection 6:2.15.A.
  - c. A site plan showing the additional units being accommodated by any combination of the following:
    - (i) A revised mix of dwelling unit types. The developer may introduce a unit type that uses less land to partially achieve the increase in density.
    - (ii) The affordable units shall be mixed into all unit types used on the plan.
    - (iii) The amount of open space as required by this ordinance is maintained.

Example: Site capacity in a planned development permits 100 dwelling units. Use of the bonus would permit a total of 120 dwelling units, of which ten must be affordable units. The 100 base units would sell for \$180,000.00. The raw land cost, site development cost and profit on the lot would be 25 percent of the total or \$45,000.00 per lot. The building cost, including both hard costs and soft costs, would be \$80.00 per square foot or \$135,000.00 for a 1,688-square-foot house. The ten affordable units would be \$78.00 per square foot or \$109,000.00 for a 1,400-square-foot house. This represents a reduction of 39 percent which makes it very affordable when compared to the market housing. The developer's bonus is ten market units. Since there are 110 units to allocate over the cost of land and improvements of \$4,500,000.00, the ten-unit bonus in market units reduces the per-unit cost to \$40,909.00. If the site was a suburban planned development with a 1.83 gross density and 40 percent open space, it would have the following land allocation: 54.6 acres, of which 40 percent (21.9 acres) was open space, leaving 32.7 acres of buildable land. With about 15 percent streets, the average lot size would have been 12,100 square feet. The affordable project would have 120 units for a density of 2.19 dwelling units per gross acre. Open space would be reduced from 40 percent to 38.0 percent (20.7 acres), thus providing 33.9 acres for development and resulting in 120 lots of about 10,000 square feet each.

(Ord. No. 11-24, § 6, 9-6-11)

Editor's note(s)—Ord. No. 11-24, § 6, adopted September 6, 2011, amended section 6:2 in its entirety to read as herein set out. Formerly, section 6:2 pertained to conditional use regulations, and derived from Ord. No. 09-06, §§ 3—6, adopted February 3, 2009; Ord. No. 09-12, §§ 8, 10, adopted May 4, 2009; Ord. No. 09-28, § 2, adopted October 5, 2009, and Ord. No. 11-09, § 2, adopted April 18, 2011.

## **ARTICLE 7. PRIMARY DISTRICTS**

### **7:1. Permitted uses.**

See section 6.1, Table 1.

### **7:2. Minimum lot area.**

The minimum lot areas per dwelling unit for each zoning district are listed in section 7.3, Table 1 unless otherwise required by the South Carolina Department of Health and Environmental Control (SCDHEC).

### **7:3. Yard and setback requirements.**

All setback lines adjacent to a public right-of-way are measured from the edge of the public right-of-way. When the right-of-way is not known, the setback shall be measured from the edge of the pavement or back of the curb, if present, and each required setback shall be increased by a minimum of ten feet.

In such cases in the residential zone where the frontage along both sides of the street is at least 50 percent developed, then the required front yard setback for a new structure not the subject of a site plan or subdivision application may be modified to the average for the existing development.

Setbacks from existing roads will be consistent with the requirements outlined in the appropriate zoning district and listed in Table 1.

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

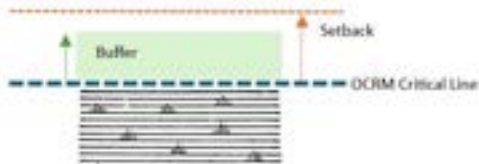
|                                                                                 | R       | RRL   | RP      | RC      | VC      | CC     | GC     | ID     | RE      | MB     |
|---------------------------------------------------------------------------------|---------|-------|---------|---------|---------|--------|--------|--------|---------|--------|
| <b>Minimum Lot per Unit</b>                                                     |         |       |         |         |         |        |        |        |         |        |
| Non Residential Area (SF)                                                       | 40,000  | N/A   | 2 acres | 2 acres | 10,000  | 10,000 | 10,000 | 12,000 | 2 acres | 12,000 |
| <b>Residential</b>                                                              |         |       |         |         |         |        |        |        |         |        |
| Single-Family                                                                   | .5 acre | 7,800 | 1 acre  | 5 acres | .5 acre | (B)    | (A)    | N/A    | N/A     | N/A    |
| Patio                                                                           | N/A     | N/A   | N/A     | N/A     | N/A     | (B)    | 3,500  | N/A    | N/A     | N/A    |
| Duplex                                                                          | N/A     | N/A   | N/A     | N/A     | (B)     | (B)    | (A)    | N/A    | N/A     | N/A    |
| Townhome                                                                        | N/A     | N/A   | N/A     | N/A     | N/A     | 3,500  | 2,000  | N/A    | N/A     | N/A    |
| (A) 4 per acre for single-family dwelling units; 6 per acre for attached units. |         |       |         |         |         |        |        |        |         |        |
| (B) 2 per acre for single-family dwelling units; 4 per acre for attached units. |         |       |         |         |         |        |        |        |         |        |

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

(Ord. No. 09-06, § 7, 2-2-09; Ord. No. 09-12, § 11, 5-4-09; Ord. No. 09-38, § 1, 11-2-09; Ord. No. 11-24, § 7, 9-6-11; Ord. No. 13-04, § 3, 4-1-13)

#### 7:4. Riparian buffers.

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



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

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

**Riparian Buffer and Setback Table**

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

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

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

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

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

1. Residential - playgrounds, fire pits, outdoor furniture, pervious hardscapes, uncovered decks, pools, etc.
2. Non-Residential - picnic shelters, pervious hardscapes such as sidewalks and patios, etc.

(Ord. No. 09-37, § 2, 11-2-09)

**7:5. Maximum height.**

Maximum building height in all districts is 35 feet. Height measurement shall be made from the average finished grade elevation at the building line to the mean roof height.

The maximum building height may be increased to 50 feet, measured from the average finished grade elevation at the building line to the mean roof height, in areas where there is a public water distribution system and the Fire Chief or their appointed designee, confirms that there is adequate firefighting equipment capable of fighting a structure fire available in such areas to safely accommodate the increased height.

Chimneys, elevators, poles, spires, tanks, towers, and other projections not used for human occupancy may exceed the district height limit.

Flagpoles shall not exceed 35 feet in height measured from the average finished grade except where flags are expressly permitted in Article 15, Sign Standards.

- CODE OF ORDINANCES  
Appendix A - ZONING  
ARTICLE 8. SPECIAL PURPOSE DISTRICTS

## **ARTICLE 8. SPECIAL PURPOSE DISTRICTS**

### 8:9 Euhaw Overlay District (EOD)

#### 8:9.1 Purpose and Intent

#### 8:9.2 Application

#### 8:9.3 Use regulations

#### 8:9.4 Design and development standards

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

#### 8:9.5 Non-conforming lots

#### 8:9.6 PDD Standards

### **8:9. Euhaw Overlay District (EOD).**

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

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

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

#### 8:9.3 Use regulations.

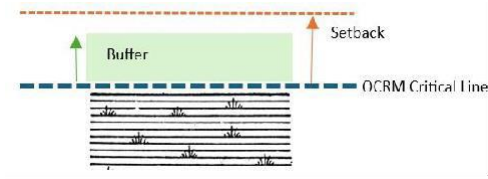
1. Uses shall be governed by the underlying zoning district, provided however than any use that is permitted only in CC, GC, ID, RE, or MB shall be prohibited, except for properties having direct access to US Highway 17 or US Highway 170.
2. Within Euhaw Overlay District (EOD), zoning map amendments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

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

8:9.4 Design and development standards.

1. Required buffers and private wastewater system setbacks

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



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

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

**Riparian Buffer and Setback Table**

| <u>Water Resource</u>                                                                                                                                               | <u>Multi-Unit Wastewater System Setback Requirements</u> |                                               | <u>Riparian Buffer Requirements</u>         |                                  |                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------|---------------------------------------------|----------------------------------|-----------------------------------------------------------|
|                                                                                                                                                                     | <u>Individual Septic Tank and Drain Field</u>            | <u>Multi-Unit Wastewater Treatment System</u> | <u>Primary Structure Buffer<sup>2</sup></u> | <u>Primary Structure Setback</u> | <u>Accessory Building (under 750 square feet) Setback</u> |
| <u>Critical Area (Coastal Waters, Tidelands, Marshes, Beach/Dune System)</u>                                                                                        | <u>125'</u>                                              | <u>1000'</u>                                  | <u>75'</u>                                  | <u>100'</u>                      | <u>85'</u>                                                |
| <u>Jurisdictional Wetlands</u>                                                                                                                                      | <u>100'<sup>1</sup></u>                                  | <u>400'</u>                                   | <u>50'</u>                                  | <u>75'</u>                       | <u>80'</u>                                                |
| <u>Non-Jurisdictional Wetlands</u>                                                                                                                                  | <u>100'<sup>1</sup></u>                                  | <u>400'</u>                                   | <u>50'</u>                                  | <u>75'</u>                       | <u>80'</u>                                                |
| <u>Rivers, Streams, including stormwater management facilities such as ditches and stormwater swales</u>                                                            | <u>100'<sup>1</sup></u>                                  | <u>400'</u>                                   | <u>75'</u>                                  | <u>100'</u>                      | <u>85'</u>                                                |
| <sup>1</sup> The drain field setback may be reduced to 75' if the applicant can demonstrate the seasonal high-water table is more than 15" below the trench bottom. |                                                          |                                               |                                             |                                  |                                                           |
| <sup>2</sup> The above buffers are total average widths; with no part of the buffer measuring less than 50 percent of the required width.                           |                                                          |                                               |                                             |                                  |                                                           |

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

- i. Trees can be limbed up to fifteen (15) feet.
- ii. Under brush can be cleared down to no less than four (4) inches above grade.
- iii. Unprotected trees under three-inch caliper can be cut.

2. Requirements for lots served by private wastewater systems

- A. Minimum lot size required. For properties not served by public sewer, no new lot shall be created after the [EFFECTIVE DATE] smaller than one acre in size. For lots with a second dwelling unit, the minimum lot size

shall be two acres.

- B. Septic Reserve Area required. Properties within the EOD are required to demonstrate an area of the property which is to remain undeveloped for use as a septic reserve area (SRA). The SRA must be shown as a part of the septic system prior to the issuance of a building permit. Lots of record as of [EFFECTIVE DATE] may be exempt from this requirement at the discretion of the DSR based on lot size, natural features, or other physical constraints of the lot.
- C. The distance between the septic tank trench bottom and the seasonal high-water shall be a minimum of eighteen (18) inches.
- D. Maintenance required.

### 3. Access management

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

#### A. Consolidation of Access Points:

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

#### B. Stub Outs:

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

### 4. Stormwater Management

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

### 5. Fill Restrictions

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

- i. Single-family residential development on lots existing prior to the adoption of this section (date)
  - ii. Fill utilized for agriculture and/or property maintenance. For purposes of this section, the term "property maintenance purposes" means landscaping, gardening or farming activities, erosion control, and filling in of washed-out sections of land. Property maintenance purposes shall only include the placement of such quantities of fill not to exceed the limitations specified herein and that do not inhibit the free flow of water.
  - iii. Exemptions from fill requirements for erosion control purposes must be accompanied by a stabilization plan and narrative approved by the DSR providing reasoning why fill is necessary to solve an erosion issue.
  - iv. Public roads, pump stations, stormwater management improvements, levees, and other public facilities that are necessary to provide for health, safety, and public welfare needs.
- B. Fill restriction.
- i. The amount of allowable fill must not increase the existing natural grade of the property by more than three vertical feet.
  - ii. The only portion of the property that may be filled is the area underneath the elevated structure, together with driveway and walkway access to the structure; Fill shall taper at a maximum slope of 1:3 from a five-foot perimeter around the outer foundation to the existing site elevation. The minimum amount of fill necessary for grading is permitted for parking, stormwater, and roads.
  - iii. If the lot area is 20 acres or more, in no case shall the maximum lot area of the property filled exceed 33.33 percent of the total area of the lot.
  - iv. If a new or reconstructed structure is to be elevated utilizing fill material, any required building elevation standard exceeding the three-foot fill limitation must be achieved through the use of elevation foundations, piers or similar structural elevation techniques that are in compliance with then-applicable county building code requirements as certified by a structural engineer.
  - v. Non-conforming structures may utilize fill to expand up to 15% of the gross floor area in accordance with other development regulations.
  - vi. Any fill project must be designed to limit negative impacts upon adjacent and affected upstream and downstream property owners during flood events to the maximum extent practicable.
  - vii. No fill project shall fill in or obstruct any local drainage channels without an alternative drainage plan design, and shall limit soil erosion and water runoff onto adjacent properties to the maximum practicable extent, and be in compliance with the NPDES standards and stormwater requirements.
  - viii. All fill material that is brought in from offsite and will be placed at elevations below the seasonal high water table or within 1 foot above the seasonal high water table will be required to meet the following clean requirements. Offsite soils brought in for use as fill shall be tested for Total Petroleum Hydrocarbons (TPH), Benzene, Toluene, Ethyl Benzene, and Xylene (BTEX) and full Toxicity Characteristic Leaching Procedure (TCLP) including ignitability, corrosivity and reactivity. Fill shall contain a maximum of 100 parts per million (ppm) of total petroleum hydrocarbons (TPH) and a maximum of 10 ppm of the sum of Benzene, Toluene, Ethyl Benzene, and Xylene and shall pass the TCPL test. Determine TPH concentrations by using EPA 600/4-79/020 method 1:18.1. Determine BTEX concentrations by using EPA SW-846.3-3 Method 5030/8020. Perform TCLP in accordance with TCLP from a composite sample of material from the borrow site, with at least one test from each borrow site. Within 24 hours of conclusion of physical tests, submit 3 copies of test results, including calibration curves and results of calibration tests. Fill material shall not be brought on site until tests have been approved by the Planning & Building Department or designee.

- ix. Modulation from Fill Requirements: The DSR may grant flexibility from the fill requirements in the following cases:
- a. Lots 3 acres or less and all single-family residential lots with sloping terrain may provide greater than 3 feet of fill to provide a level foundation as long as the average fill does not exceed 3 feet.
  - b. Where no other suitable site configuration is practicable, depressions, sinkholes, and borrow pits that are not part of the natural drainage of the site that are not delineated as tidal or non-tidal wetlands may be filled to provide for a level foundation.
  - c. Single-family residential structures utilizing raised slabs with a masonry or concrete curtain wall may contain more than 3 feet of fill if it is limited to the footprint of the building.

#### C. Administration

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

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

#### 6. Non-Residential Design Standards

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

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

##### A. Design Principles:

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

common. Metal roofing is practical and adds character.

- vii. Fences, Walls, & Gates: Fences and walls define property boundaries. They can be decorative or functional. Gates should be well-designed and in harmony with the overall aesthetic.
  - viii. Accessory buildings: Outbuildings, such as sheds or storage areas, should blend seamlessly with the main house. Their design should follow the same principles as the primary structure. Accessory buildings shall be limited to 1,500 square feet.
  - ix. Trim: Trim details, such as cornices, moldings, and brackets, enhance the overall appearance. Simplicity and craftsmanship are defining elements of Lowcountry buildings.
- B. Siding: Wood clapboard, wood board and batten, wood shingle siding, brick, natural stone, stucco, tabby, faced concrete block, and any artificial siding material which closely resembles the natural materials listed above. Siding may be left natural or painted, stained or, in the case of wood, weathered.
- C. Roofs: Wood shingles, slate shingles, multi-layered asphalt shingles, metal raised seam or tiles.
- D. Features: Pitched roofs, roof overhangs, covered porches, canopies, awnings, trellises, gazebos, and open wood fences.
- E. Colors: Earth tones (greens, tans, light browns, terra cotta, etc.), grays, pale primary and secondary colors (less than 50 percent color value), white cream tones, and the like. Dramatic accent colors, such as reds or blues, shall be avoided.
- F. Fencing. Fencing shall be of durable construction using quality material (i.e., brick, stone, other masonry, wood, metal, or any combination thereof) and complimentary to the building design and materials. The finished side of the fence shall face the corridor right-of-way or other adjacent property.
- Chain link welded or woven wire, and other similar fencing are not permitted. Such fencing may be permitted for temporary use during construction and site development provided it is removed or replaced with compliant material upon completion of construction. This requirement is for aesthetic purposes only and is not associated with building code requirements or standards.
- G. Outdoor Storage. All outdoor storage areas shall be located to the side or rear yard and shall be screened with a wooden fence or masonry wall, complimentary to the building design and materials, which is at least eight feet (8') high. One (1) evergreen shrub, with a mature growth of at least 8' in height, shall be installed for every five (5) linear feet of fence or wall on the side of the fence or wall facing a neighboring property or public right-of-way. The minimum shrub shall be a minimum of 5 gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
- H. Additional requirements.
- i. The primary building façade shall face the street. When located on a corner, the primary façade shall face the higher order street.
  - ii. All sides of all buildings are to be treated with the same architectural style, materials, and details as the primary façade.
  - iii. A single building or development or multiple buildings within a development must maintain a consistent architectural theme. Architectural design, building materials, colors, forms, roof style and detailing should all work together to express a harmonious and consistent design. This includes, but is not limited to, signage, gasoline pump canopies or other accessory structures.
  - iv. Building elements must not function as signage. The appearance of "franchise architecture", where the building functions as signage is prohibited. Incorporation of franchise or business design elements unique or symbolic of a particular business must be inobtrusive and secondary to the overall architectural design.
  - v. Access ways and parking lots shall be paved or, at the discretion of the Planning Director, may be surfaced using low-impact, contextual materials. Parking shall generally be located to the side of the building.

- L. Exterior materials and features prohibited:
- i. Plywood, cinderblock, unfinished poured concrete, unfaced concrete block, plastic and/or metal.
  - ii. Partial (less than three sides) mansard roofs, flat roofs without a pediment, unarticulated roofs having a length exceeding 50 feet.
  - iii. Unarticulated facades having a length exceeding 50 feet.
  - iv. Incongruous architectural details or color contrasts as determined by the DSR or BZA.
  - v. Chain link or woven metal fences.
  - vi. Reflective materials, including highly reflective glass. Window painting or view-blocking techniques are generally not permitted.
  - vii. Design elements that may function as signage, roof lights, exposed neon lighting, exposed neon signage, illuminated trim of buildings or building elements, translucent awnings or illumination of translucent awnings, or any other undesirable design element, as determined by the DSR.
- J. Screening.
- i. Mechanical equipment should not be located on the roof of a structure unless the equipment can be screened. The mechanical equipment should be clustered as much as possible. All rooftop equipment must be painted to match the surrounding rooftop color, if anticipated to be visible from any existing or future surrounding building, property or street. All mechanical equipment such as compressors, air conditioners, communications equipment, and any other type of mechanical equipment must be screened on all sides to full height by building parapet walls or other building elements that appear as integral elements of the overall building design, unless approved otherwise by the DSR.
  - ii. Ground level mechanical equipment shall be screened with landscaping and architectural walls using materials compatible with the building.
  - iii. Loading, service, and trash areas must be screened with walls that match the building materials and colors. Screen walls must be of sufficient height to fully screen utility areas from public view.
- K. Building Size in Village Commercial - Non-residential buildings in the Village Commercial (VC) district shall generally be limited to 2,500 square feet of heated floor area per floor with a maximum heated floor area of 5,000 square feet. This restriction shall not apply to existing lots of record as of [date of moratorium adoption] where a Zoning Certification Letter was issued and a pre-application conference was held with the DSR prior to [date of moratorium].

#### 8:9.5 Nonconforming lots.

If a lot of record at the time of adoption of this ordinance does not contain sufficient land area and/or lot width to meet the minimum lot size requirements of the EOD, such lot may be used for a residential use, as a building or placement site for a structure permitted in the district provided the following:

- A. There is conformance to the minimum yard setback requirements set forth in this ordinance for the district in which the use is located.
- B. All other standards of the zoning ordinance are met.
- C. Administrative adjustment for nonconforming lots.
  - i. Purpose: Administrative adjustments are specified deviations from otherwise applicable development standards where development is proposed that would be:
    - a. Compatible with surrounding land uses;
    - b. Harmonious with public interest; and
    - c. Consistent with the purposes of this Zoning Ordinance.
  - ii. Applicability: The DSR shall have authority to authorize an adjustment of up to twenty (20) percent of

any numerical standard set forth in Article 8. No administrative adjustment shall increase the overall density or intensity of development.

#### 8:9.6 Planned Development District (PDD) Standards

A PDD within the Euhaw Overlay District shall follow the standards and procedures for a PDD as specified in Article 8:1 with the following requirements:

- A. PDD Required – Any proposed subdivision of property greater than ten acres and/or ten dwelling units shall apply for a PDD. The applicant shall demonstrate that the proposed development will not have adverse impacts on existing infrastructure or public services, including but not limited to roadways, public safety, etc.
- B. Density – The maximum net density of a PDD within the EOD shall be one unit per acre.
- C. Buffers – A minimum fifty foot (50') wide continuous landscaped buffer shall be established and maintained parallel and adjacent to the highway corridor. This buffer is separate and distinct from the buffering requirements of Section 12.8 except that, where that section may call for a greater setback from the highway because of a specific activity, the greater setback distance shall be observed. Likewise, should Section 12.8 require total screening because of a specific activity, the fifty foot (50') wide landscaped buffer may be used to accommodate such screening.

Only the following activities shall be permitted within the landscaped buffer:

- i. Vehicular access drives which tie into approved access points as determined by SCDOT and/ or Jasper County, and which run perpendicular to the right-of-way, or as nearly perpendicular as is feasible owing to terrain, horizontal curves and the like.
  - ii. Landscaped walls and fences less than six feet (6') high.
  - iii. Lighting.
  - iv. Landscaping fixtures.
  - v. Signage.
  - vi. Underground utility lines.
  - vii. Overhead utility lines which run perpendicular to the road right-of-way and are consolidated with vehicular access drives wherever possible.
- D. Open Space Protection Area (OSPA)– A minimum of thirty (30) percent of the property shall be maintained as permanently protected open space.
    - i. In instances where natural features (wetlands, waterbodies, forested areas, etc.) are part of a larger system which extends to adjacent property(ies), these areas shall be prioritized for protection. In instances where an adjacent parcel has already established open space preservation areas, the proposed PDD shall include open space protection of natural features contiguous with the adjacent property(ies).
    - ii. The following standards shall apply to the OSPA:
      - a. No more than twenty (20) percent of the OSPA may consist of wetlands and existing waterways;
      - b. Buffers, setbacks, easements, and similar required areas shall not be included in the open space calculations;
      - c. Community swimming pool(s), clubhouse(s), and similar uses may be permitted within the OSPA but may not occupy more than five (5) percent of the required area;
      - d. Recreational amenities, such as walking/biking trails, may be permitted within the OSPA in conformance with applicable state and federal laws. Recreational lakes or ponds used for storm

water management and designed as naturalized features may be included in the land designated as open space. Fenced detention or retention areas used for storm water management shall not be included in the calculation of required open space.

## **ARTICLE 11. CONDITIONAL USE REVIEW AND REGULATIONS<sup>1</sup>**

### **11:1. Purpose and findings.**

The county zoning ordinance provides for certain uses that, because of unique characteristics or potential impacts to adjacent land uses, are not permitted in zoning districts as a matter of right but which may, under appropriate standards set forth in the zoning ordinance or by the planning commission, be approved. These uses shall be permitted after plans prove adherence to the conditions through a zoning permit, zoning certification or site plan review and approval by the DSR.

No inherent right exists to establish a conditional use. Such authorization must be approved after satisfaction of a specific set of circumstances and conditions, in some cases applied by the planning commission. Each application and situation is unique. Every conditional use approval shall at a minimum be required to comply with all applicable regulations and rules in the county zoning ordinance and land development regulations and applicable industry or case specific conditions to ensure that the use can be appropriately accommodated on the specific property; that it will conform to the comprehensive plan; that it can be constructed and operated in a manner that is compatible with the surrounding land uses and overall character of the community; and that the public interest, health, safety, and general welfare will be promoted in some cases. Mere compliance with the generally applicable requirements however may not be sufficient, and additional measures and conditions may be necessary to mitigate the impact of the proposed development.

(Ord. No. 11-24, § 8, 9-6-11)

### **11:2. Conditional use review applicability.**

The provisions of this section apply to any application for approval of a conditional use. Conditional uses are those uses that are generally compatible with the land uses permitted by right in a zoning district but that require individual review of their location, design, and configuration, and the imposition of conditions or mitigations in order to ensure the appropriateness of the use at a particular location within a given zoning district. This manner of approval is not required for any use permitted by right in a given zoning district.

(Ord. No. 11-24, § 8, 9-6-11)

### **11:3. Initiation.**

Any landowner or that owner's authorized representative may apply for a conditional use review for a specific use by filing an application with the DSR at least three weeks prior to the desired planning commission meeting if the request is subject to planning commission review or at the time of application for site plan, zoning permit, or zoning certification if subject to DSR review.

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<sup>1</sup>Editor's note(s)—Ord. No. 11-24, § 8, adopted September 6, 2011, amended article 11 in its entirety to read as herein set out. Formerly, article 11, sections 11:1—11:6, pertained to provisions for conditional uses, and derived from an ordinance adopted November 13, 2007, and Ord. No. 08-11, § 8, adopted May 5, 2008.

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In cases where planning commission review of the conditional use is required, the applicant shall provide at minimum a full narrative discussing the proposal and a site plan with sufficient refinement to adequately represent the proposed use and site layout.

(Ord. No. 11-24, § 8, 9-6-11)

#### **11:4. Review authority.**

Uses subject to industry specific conditions are approved by the DSR by issuance of a zoning permit, zoning certification or site plan development permit by demonstrating adherence to the conditions during review and construction. In cases where certain conditional uses are proposed for parcels adjacent to residential areas, public parks, day cares, religious uses, historic and archaeological sites (listed on the National List of Historic Places or identified by the state department of archives and history) or environmentally sensitive areas (protected lands, critical habitat for endangered species and receiving waterways as defined by DHEC OCRM), the planning commission shall review and decide upon any additional case specific conditions appropriate to add to the land use proposal after considering the recommendation of the DSR. Industries requiring planning commission review of conditions if triggered by the aforementioned adjacent uses include the following:

Sector 31-33: Manufacturing

Sector 42: Wholesale Trade

Sector 48-49: Transportation and Warehousing

Sector 56: Waste Management and Remediation Services

In all cases, the DSR reviews the final plans submitted by the applicant for the desired permit and enforces all conditions. Failure to satisfy industry specific conditions noted in this chapter or case specific conditions required by the planning commission will prevent the issuance of a zoning permit, zoning certification or site plan approval for a conditional use. Administrative appeal of any determination of the DSR is heard by the board of zoning appeals consistent with procedures outlined in article 3. In cases where industry specific conditions or case specific conditions required by the planning commission cannot be met, the BZA has the authority to hear and decide upon variances in cases of hardship as outlined in article 3.

(Ord. No. 11-24, § 8, 9-6-11)

#### **11:5. Case specific conditions.**

When considering uses subject to their review the planning commission may impose case specific conditions, including reasonable standards, conditions, or requirements, in addition to or that supersede any standard specified in the zoning ordinance or land development regulations as it may deem necessary to protect the public interest and welfare. However, if conditions cause hardship, the landowner or applicant may be eligible to be granted a variance from the case specific conditions by the BZA. Such additional standards may include, but need not be limited to:

1. Dedication or reservation of land;
2. Creation of restrictive covenants or easements;
3. Enhanced setbacks;
4. Yard requirements;
5. Increased screening or landscaping requirements;
6. Area requirements;

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7. Development phasing;
  8. Standards pertaining to traffic, circulation, noise, lighting, hours of operation, protection of environmentally sensitive areas, and similar characteristics;
  9. Provision of sustainable features, solar or other renewable energy source, rain water capture, storage and treatment.
  10. Require that a performance guarantee acceptable in form, content, and amount to the DSR and county attorney be posted by the applicant to ensure continued compliance with all conditions and requirements as may be specified.

(Ord. No. 11-24, § 8, 9-6-11)

**11:6. Consideration for determining case specific standards for Sector 31-33: Manufacturing, Sector 42: Wholesale Trade, Sector 48-49: Transportation and Warehousing, Sector 56: Waste Management and Remediation Services when subject to planning commission review.**

During review the planning commission shall ensure the proposal shall have no more adverse effects on health, safety, or comfort of persons living or working in the neighborhood, or shall be no more injurious to property or improvements in the neighborhood than would any other use generally permitted in the same district. In making a determination of case specific conditional standards, consideration shall be given to the following factors which may assist with development of additional conditions (including but not limited to):

1. Appropriateness of design and operation so as to be compatible with the existing or intended character of the general vicinity and so as not to change the essential character or negatively impact aesthetics of the area and/or corridor in which it is proposed;
2. Appropriateness of location, type, and height of buildings or structures;
3. Appropriateness of the type and extent of landscaping and screening on the site is sufficient; and
4. Consistency with any policy of the comprehensive plan that encourages mixed uses and/or densities.
5. Availability of utilities and services such as highways, streets, police and fire protection, drainage structures, water and sewage facilities.
6. Minimization of traffic hazards and to minimize traffic congestion on the public roads.
7. Mitigation of vibration, noise, odor, dust, smoke, or gas.
8. Avoidance of impact to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted nor substantially diminish or impair the property values within the neighborhood.
9. Avoidance of designs that may impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.
10. Avoidance of detrimental impact or endangerment to the public health, safety, morals, comfort, or general welfare.
11. Compatibility with the goals, objectives, and policies of the county comprehensive plan and promote the intent of the zoning district in which the use is proposed.
12. Appropriateness of the hours of operation.

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The planning commission has the authority to request additional information related to the use/site and, where necessary, require additional mitigating steps to ensure that the proposed use is compatible with the surrounding land uses as noted in the previous section (11:5).

(Ord. No. 11-24, § 8, 9-6-11)

### **11:7. Industry specific conditional use regulations.**

The industry specific conditions contained in this section are intended to ameliorate the impact and improve the siting of uses, buildings, and projects whose design and/or operational characteristics could adversely affect surrounding property and environmental conditions. To this end, standards and criteria over and above those set forth elsewhere in this ordinance are imposed herein on all conditional uses listed on Table 6.1 and set out below.

#### *11:7.1. Sector 112111: Livestock, except feedlots.*

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every 6,000 square feet.
3. All buildings or structures (excluding fences) shall be located a minimum of 150 feet from the property line.

#### *11:7.1.A. Sector 11531: Forestry.*

- a. All Forestry Activities must meet the criteria as defined in Act No. 48 of 2009.

#### *11:7.2. Sector 1123: Poultry and eggs.*

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every 6,000 square feet.
3. All buildings or structures (excluding fences) shall be located a minimum of 150 feet from the property line.

#### *11:7.3. Sector 1129: Animal specialties.*

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every 6,000 square feet.
3. All buildings or structures (excluding fences) shall be located a minimum of 150 feet from the property line.

#### *11:7.3.A. Sector 1129: Horse and Equine.*

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per acre.
3. Horse stables shall be a minimum of 150 feet from any residential property line. No corral or riding area shall be permitted within 25 feet of any residential property line.
4. Requirements for the storage of manure:
  - a. Manure shall not be allowed to accumulate causing a nuisance or hazard to the health, welfare or safety of humans or animals.

- b. The outside storage of manure in piles (two cubic yards or greater) shall not be permitted within 200 feet of any plot line or residence.

11:7.4. Sector 21: Mining and mine operation.

1. Article 6:1, Table 1 "Mining" encompasses "Mining and mine operation".
2. Mining and mine operation must have all required state and federal permits and meet the requirements of all state and federal statutes and regulations.
3. For the purposes of section 16:2, mining and mine operation shall be deemed to be a manufacturing use.
4. Mining and mine operation must meet all applicable roadway improvement standards.
5. Mining and mine operation must meet the following setbacks:

**Setback Requirements for Mining and Mine Operation**

| Required Setbacks Where Permitted     | Adjacent Zoning |        |        |        |        |        |      |
|---------------------------------------|-----------------|--------|--------|--------|--------|--------|------|
|                                       | RE              | RC     | RP     | R      | CC     | GC     | ID   |
| From Property Line                    | 50'             | 1,000' | 300'   | 1,000' | 1,000' | 300'   | 100' |
| From Existing Residential Structures* | N/A             | N/A    | 1,000' | N/A    | N/A    | 1,000' | N/A  |

\* Residential structures existing when submittal deemed complete.

11:7.5. Sector 22132: Treatment.

1. Maximum 30,000 gallons per day.

11:7.5.B. Sector 22114: Solar electric power generation—Accessory solar.

Where solar electric power generation is allowed as a conditional use and considered accessory solar, such uses shall meet the following requirements:

1. A solar collection device or combination of devices are to be designed and located to avoid directing glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard.
2. A plan must be submitted showing the proposed location of solar panels, the arrangement of the panels, distance from the roof, pitch of the finished roof, and distance from the proposed site improvements to all property lines.
3. Solar energy system components must have a UL listing and must be designed with anti-reflective glare coatings to minimize solar glare, and the entire system must meet all requirements of the prevailing edition of the National Electric Safety Code and the International Fire Code.
4. Written authorization from the local public utility company acknowledging that it has been informed of the applicant's intent to install an interconnected (i.e., back into the public utility grid) customer-owned generator and that it also approves such connections shall be provided by the applicant.
5. Roof-mounted solar collector systems shall meet the following additional standards:
  - a. The system shall comply with the maximum height standards for the zone in which it is located, provided that a roof-mounted system shall not extend more than the width of the

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panel above the roofline of the structure on which it is mounted, and be in accordance with the manufacturer's recommendation for exposure above the roof line

- b. Panels and all component parts shall be installed per manufacturer's specifications.
  - c. The collector surface and mounting devices for roof-mounted systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built.
  - d. Roof mounted systems shall be located so as not to impede the ability of emergency personnel to access the roof for firefighting purposes.
6. Ground mounted solar collector systems shall meet the following additional standards:
- a. Ground mounted accessory collector systems in the commercial/industrial districts shall not exceed the height restriction of the district for accessory buildings.
  - b. In residential and rural preservation districts, the location of solar panels shall be limited to the side and rear of the structure and rear lot only, within applicable setback requirements, and shall not exceed eight feet in height.
  - c. Ground mounted accessory collector systems in parking lots or over travel lanes in commercial areas shall have a minimum bottom edge clearance above the travel surface of 14 feet and six inches.
  - d. Ground mounted systems shall be located so as not to impede the ability of emergency personnel to access the site for firefighting purposes.
  - e. Maximum area coverage. For residential properties, a ground-mounted solar energy system shall not exceed 50 percent of the footprint of the principal building served or 1,000 square feet per ½ acre, whichever is greater.
  - f. Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto other properties or public access areas.
  - g. Mounting hardware and framing shall be non-reflective or matte black in color.
  - h. Panels, ground mounts, and all component parts shall be installed per manufacturer's specifications.
  - i. A ground-mounted system shall not be located over a septic system, leach field area or identified reserve area unless approved by the health department.
  - j. If located in a floodplain or an area of known localized flooding, all panels, electrical wiring, automatic transfer switches, inverters, etc. shall be located above the base flood elevation.

11:7.6. *Sector 235: Special trade contractors.*

- 1. Screen on-site storage and construction vehicles as required in section 12.8.

11:7.7. *Sector 31-33: Manufacturing.*

- 1. No such use shall be located closer than 1,000 feet to the property line of any existing residential use, church, school, historical place or public park.

11:7.8. *Sector 42: Wholesale trade.*

*Sector 421140. Used Motor Vehicle Parts and Sector 42193. Recyclable Materials:*

- 1. The use shall be consistent with the most current Jasper County Solid Waste Management Plan.
- 2. No such use shall be located closer than 1,000 feet to any residential use, church, school, historical place or public park, measured from the property line.

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3. No such use shall be located within view of and/or 1,000 feet of Interstate I-95, US 17, US 17A, US 278, US 301, US 321, US 601, SC 46, SC 170, SC 315, and SC 462 from I-95 (Exit 28) to Highway 170 (North Okatie Highway).
  4. The outdoor operations area, including parking and storage areas, shall be located outside the 100 year floodplain.
  5. No material incapable of being reused or recycled in some form shall be placed in open storage.
  6. No material shall be placed in open storage in such a manner that it is capable of being transferred out by wind, water, or other causes.
  7. All paper, rags, cloth and other fibers, and activities involving the same other than loading and unloading shall be within fully closed buildings.
  8. All materials and activities not within fully enclosed buildings shall be enclosed on all sides by a chain link fence with evergreen screening of an approved type, a wooden privacy fence, or fencing of other material which has been given approval by the DSR. All metal or wooden fence posts shall have at least one-third of their length below ground level and shall be set in hard packed clay or concrete. All metal fence posts shall be treated with an anti-corrosive coating. All wooden posts shall be pressure treated or creosote coated lumber with at least a four inch by four inch nominal cross section.
    - a. The term "fence" shall mean an eight foot tall chain link, wooden fence, or fencing of other material which has been given approval by the DSR, which forms a substantial physical barrier which completely surrounds the operations area, including all recyclable material and non-recyclable materials defined as "junk" in article 18 of the Jasper County Zoning Ordinance, and shields the operation area and recyclable material and non-recyclable materials from view, and is capable of withstanding the effects of the local climate.
    - b. The term "evergreen screening" shall mean evergreen trees or shrubs with a minimum height of five feet at time of installation, and not less than eight feet when mature; spacing shall be based upon the species used so that at maturity the body of the branches of the tree or shrub shall not be more than one foot from the body of the adjacent planting. Acceptable species include, but are not limited to, Ligustium, Euonymous, Leyland Cypress, White Pine, Cedar, Arborvitae, Hemlock, and upright varieties of Juniper, Holly and Yew.
    - c. Landscaping is required outside of the fencing when evergreen screening is not used. One evergreen shrub shall be installed for every five linear feet of fence on the side of the fence facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
  9. In addition to the fencing requirements, buffering and landscaping requirements shall be met in accordance with article 12:8.
  10. No items/materials may be stacked higher than the required fencing.
  11. All activity conducted on the premises must be contained within the visual screen, and the fencing shall be securely locked unless being actively and contemporaneously supervised.
  12. Disposal of garbage unrelated to motor vehicles shall be in an approved container and regularly maintained. Open dumping of garbage shall be prohibited.

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13. No outdoor burning of any material other than material specifically designed or suitable for the purpose of employee comfort. Any exception must be approved by state or local fire officials given a minimum of 24 hours' notice of such burn.
  14. Upon receiving an appliance, vehicle, or any other material for recycling purposes, the business shall remove, as applicable, the battery, lubricants, fluids, coolants, refrigerants, and the like and shall recycle or dispose of same in accordance with all applicable state and federal laws regarding disposal of waste and hazardous materials.
  15. Disposal of toxic/hazardous matter is prohibited anywhere without a state permit.
  16. At least 75 percent of the total volume of each separated material type received during a calendar year and remaining on site from a previous year shall be used, reused, recycled, or transferred to a different site for use, reuse, or recycling
  17. Storage of items/materials shall be so arranged as to permit easy access for firefighting purposes.
  18. New construction, expansion or renovation of these facilities shall require submission to the planning commission of a storm water management plan using best management practices designed to protect adjacent properties, wetlands, ditches and watersheds.
  19. Certain activities permitted by DHEC or other state or federal agencies may require a bond, letter of credit or other form of financial security to provide for de-commission, clean-up and/or close-out of these facilities. No development permit or business license for activities requiring such financial securities shall be issued by Jasper County unless the county is provided a copy of such financial security, and the financial security must also be in favor of Jasper County, if available as part of the State's financial security, to cover any costs or expenses incurred by the county in the event the operation or condition of the facility result in the need to abate a nuisance situation, ameliorate a public health or safety condition, clean-up , decommission and/or close-out the facility. In the event Jasper County cannot for whatever reason be included as a covered party under the state financial security, or it is more efficient and economical to provide a separate financial security to the County, then a separate financial security may be provided to the county instead.
    - a. In the event a financial security is not required by DHEC as part of its permitting requirements, or no DHEC permit is required, nonetheless, a letter of credit or other financial security in favor of the county approved by the county administrator is required before either a development permit or business license can be issued, to be in an amount no less than the total capacity of the facility at a rate of \$60.00 per cubic yard.

*11:7.9. Sector 441; Motor Vehicles, Retail Trade.*

1. Minimum lot size one acre.
2. Automobile hoods shall not be propped up as a form of advertising or to draw attention.
3. No banners are allowed.
4. Maximum number of automobiles for sale shall not exceed 25 at any time.
5. Retail sales of motor vehicle parts shall not be allowed.
6. Maintenance, service, or dismantling of motor vehicles shall not be allowed.
7. Other than motor vehicles for sale, outside storage shall not be allowed.
8. Outdoor speaker systems shall not be allowed.
9. Hours of operation are limited to Monday - Saturday from 8:00 a.m. - 8:00 p.m.

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10. A structure consisting of a minimum of 400 square feet must be provided for an office with a restroom facility.
  11. Where an existing residential use is adjacent to the site, a visually opaque screen shall be provided. An opaque screen may be composed of a wall, fence, building, landscaping, landscaped berm, or combination thereof. Natural vegetation may also be used to meet screening requirements.
  12. A site plan is required in accordance with the Jasper County Land Development Regulations.

11:7.9A. *Sector 441310: Automotive parts and accessories store.*

1. Buildings limited to 5,000 square feet.
2. No outdoor display and storage.

11:7.10. *Sector 4441: Lumber and building materials.*

1. Buildings limited to 5,000 square feet.
2. No outdoor display and storage.

11:7.10.A. *Sector 447: Gasoline Stations.*

- a. No more than two (2) single or double-sided fuel pumps are permitted.
- b. Fuel islands shall not be located in the front yard unless permitted by the BZA due to physical site limitations or constraints.

11:7.10.B. *Sector 45393: Manufactured Home Dealers.*

- a. Sales office only.
- b. No inventory or models allowed.

11:7.11. *Sector 45431: Fuel dealers.*

11:7.11A. *Sector 484210: Used household and office goods moving.* Where used household and office goods moving is allowed as a conditional use, such uses shall meet the following requirements:

- A. No outdoor display and storage.
- B. Adequate access must be provided for anticipated truck traffic.
- C. Structures must meet screening and buffering requirements per article 12.
- D. Article 16: Manufacturing use performance standards apply to this specific use.
- E. Hours are limited to 7:00 a.m. to 7:00 p.m., Monday to Saturday.
- F. Vehicles used for this specific use shall not exceed FHWA Class 8.

11:7.11.B. *Sector 488410: Motor Vehicle Towing and Sector 561491, Repossession Services.*

1. In the General Commercial District, Industrial Development District and the Mixed Business District, the use shall be at least 250 feet from any existing residential developed property, measured from the property line.
2. Vehicles and/or any outdoor storage shall be stored to the rear of the principal structure and completely screened (100 percent opacity) from adjacent properties using berms, fencing, landscaping, buildings or a combination thereof.
3. Screening shall be a minimum of eight feet in height and a maximum of ten in height. Tin is not allowed.

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4. Landscaping is required for all outdoor storage areas. One evergreen shrub shall be installed for every five linear feet of screened area on the side of the screened area facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
  5. In addition to the outdoor screening requirements, buffering and landscaping requirements shall be met in accordance with article 12:8.
  6. The number of vehicles stored on site shall be limited to ten vehicles; storage of more than ten vehicles shall constitute a junkyard.
  7. Individual vehicles shall not be stored more than 90 consecutive days unless the owner or operator of the establishment demonstrates steps have been taken to remove the vehicles from the premises using the appropriate legal means.

11:7.12. *Sector 5131: Communications and antenna.*

*New towers:*

1. All new towers shall be designed to accommodate additional antennas equal in number to the applicant's present and future requirements.
2. The proposed structure will not endanger the health and safety of residents, employees, or travelers, including, but not limited to, the likelihood of the failure of such structure; and all applicable safety code requirements shall be met.
3. The proposed structure will not impair the use of or prove detrimental to neighboring properties.
4. The proposed structure is necessary to provide a service that is beneficial to the surrounding community.
5. The proposed tower is located in an area where it does not substantially detract from aesthetics and neighborhood character.
6. The proposed use is consistent with potential land uses as outlined in the comprehensive plan.
7. Towers or antennas shall not be painted or illuminated unless otherwise required by state or federal regulations.
8. No tower or antenna shall be located within 1,000 feet of an existing tower or antenna, except where the applicant certifies that the existing tower does not meet the applicant's structural specifications and applicant's technical design requirements, or that a co-location agreement could not be obtained after mediation.
9. Towers or antennas shall have a maximum height of 185 feet.
10. Tower or antennas shall be located such that adequate setbacks are provided on all sides to prevent the tower's fall zone from encroaching onto adjoining properties. Should this fall zone encroach onto another property, a recorded easement may be prepared and signed by the adjacent property owner to ensure that no structure will be built within the fall zone. In addition to the tower's fall zone, the permitted uses shall meet the setback requirements of the underlying zoning district in which it is located.
11. Landscaping shall be required as follows:
  - a. Around the base of the communication tower, outside of the security fence, at least one row of evergreen plant material capable of forming a continuous screen at least six feet in

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height shall be provided, with individual plantings spaced not more than five feet apart. In addition, at least one row of evergreen trees with a minimum two inches DBH (diameter at breast height) measured three and one-half feet above grade, at the time of planting and spaced not more than 25 feet apart shall be provided within 50 feet of the perimeter security fence.

- b. The landscaping requirements may be waived in whole or in part by the DSR if it is determined that existing natural vegetation provides adequate screening or if the DSR determines that the landscaping requirements are not feasible due to physical constraints or characteristics of the site on which the communication tower is to be located.
  - c. All required landscaping shall be installed according to established planting procedures using good quality plant materials.
  - d. A certificate of use and occupancy shall not be issued until the required landscaping is completed in accordance with the approved landscape plan and verified by an on-site inspection by the DSR unless such landscaping has been waived in accordance with subsection b. above. A temporary certificate of use and occupancy may, however, be issued prior to completion of the required landscaping if the owner or developer provides to the county a form of surety satisfactory to the county attorney and in an amount equal to the remaining plant materials, related materials, and installation costs as agreed upon by the DSR and the owner or developer.
  - e. All required landscaping must be installed and approved by the first planting season following issuance of the temporary certificate of use and occupancy or the surety bond will be forfeited to the county.
  - f. The owners and their agents shall be responsible for providing, protecting, and maintaining all landscaping in healthy and growing condition, replacing unhealthy or dead plant materials within one year or by the next planting season, whichever first occurs. Replacement materials shall conform to the original intent of the landscape plan.
  - g. Eight-foot high fencing shall be provided around the communication tower and any associated structure.
12. A single sign for the purposes of emergency identification shall be permitted. The permitted sign shall not exceed two square feet in area and shall be attached to the fence surrounding the tower. Under no circumstances shall any signs for purposes of commercial advertisement be permitted.
13. Each parcel on which a communication tower is located must have access to a public road 20 feet in width.

*Submittal information:*

- 1. One copy of typical specifications for proposed structures and antenna, including description of design characteristics and material.
- 2. A current map or update of an existing map on file, showing locations of applicant's antenna, facilities, existing towers, and proposed towers which are reflected in public records, serving any property.
- 3. Identification of the owners of all antennae and equipment to be located on the site.
- 4. Written authorization from the site owner for the application.
- 5. Evidence that a valid FCC license for the proposed activity has been issued.

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6. A line of sight analysis showing the potential visual and aesthetic impacts on adjacent residential districts.
  7. A written agreement to remove the tower and/or antenna within 120 days after cessation of use. Must put a bond up front for the removal of the tower.
  8. A certificate from a registered engineer that the proposed facility will contain only equipment meeting FCC rules, together with written indemnification of the affected government and proof of liability insurance or financial ability to respond to claims up to \$1,000,000.00 in the aggregate which may arise from operation of the facility during its life, at no cost to the county.
  9. A statement shall be submitted from a registered engineer that the NIER (non-ionizing electromagnetic radiation) emitted there from does not result in a ground level exposure at any point outside such facility which exceeds the lowest applicable exposure standards by any regulatory agency of the United States Government or the American National Standards Institute. For roof mounted communication towers, the statement regarding the NIER shall address spaces, which are capable of being occupied within the structure on which the communication tower is mounted.
  10. Communication towers and their foundations shall meet the requirements of the current building code for wind and seismic loads. Drawings and calculations shall be prepared and sealed by a South Carolina registered professional engineer and shall be submitted with the building permit application.
  11. Satisfactory evidence shall be submitted, with the building permit application for a freestanding communication tower, that alternative towers, buildings, or other structures do not exist within the applicant's tower site search area that are structurally capable of supporting the intended antenna or meeting the applicant's necessary height criteria, or provide a location free of interference from AM towers.
  12. Prior to issuance of a building permit, applicants shall provide documentation that the proposed communication tower has been reviewed by the FAA, if so required, and that a finding of no hazard to air navigation has been determined. Copies of the plans shall also be provided for comment to the Ridgeland Airport and Savannah/Hilton Head International Airport, prior to the issuance of permits. If any airport has an objection to the proposed tower, an advisory conference composed of airport officials, county officials and representatives of the communication company(ies) shall be convened. The results and findings of such conference shall be presented to the DSR prior to any permit being issued. Because the proximity of communication towers near aeronautical facilities affects the safety of the public, careful consideration should be given to the results and findings and such may be grounds for the DSR denying the issuance of a permit or requiring that certain additional requirements be imposed as a condition for the issuance of a permit.
  13. Site plan, which shall include the following information:
    - a. The location of tower(s), guy wires and anchors (if any);
    - b. Tower height;
    - c. Transmission building and other accessory uses;
    - d. Existing structures and proposed structures;
    - e. Fall zone;
    - f. Parking;
    - g. Access;

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- h. Landscaped areas;
  - i. Fences;
  - j. Adjacent land uses; and
  - k. Photos of site and immediate area.

*Existing towers:*

1. The increase in height to the existing transmission tower shall not exceed 25 feet; and communication towers on buildings, the maximum height shall be 20 feet above the roofline of buildings 50 feet or less in height, and 40 feet above the roofline of buildings 50 feet in height or greater. In addition, with the exception of towers constructed for aeronautical purposes, communication towers may not penetrate any imaginary surface, as described in Title 14 of the Code of Federal Regulations, Federal Aviation Regulation (FAR) Part 77, associated with existing or proposed runways at any publicly owned airport;
2. The total number of antennae added to an existing transmission tower shall not exceed six; and
3. Any additions, changes, or modifications that are proposed to the site or its components, proper plans, specifications, and calculations shall be submitted for permit approval to the DSR. Drawings indicating various types of antenna(s) to be located on the communication tower shall be submitted at the time of the permit application.

11:7.13. *Sector 51412: Libraries.*

11:7.14. *Sector 53113: Mini-warehouses.*

1. No such use shall be located closer than 250 feet to the property line of any existing residential use, church, school, historical place or public park.
2. Screen units from public right-of-way as required in section 12.8.
3. Minimum lot size of one acre; maximum lot size of five acres.

11:7.15. *Sector 5621: Waste collection.*

1. Shall be consistent with the most current county solid waste management plan.

11:7.16. *Sector 562212: Solid waste landfill.* Shall be consistent with the most current county solid waste management plan. Solid waste landfills are divided by this section into two categories and regulated as follows:

A. *Sanitary Landfills (Class 3).*

1. The boundary of the fill area shall not be located within 1,000 feet of any residence, day-care center, church, school, hospital or publicly owned recreational park area. The state will determine whether the proposed landfill or landfill expansion meets this requirement prior to publication of the notice of intent to file a permit application pursuant to Part I, Section D.1 of the state regulation.
2. The boundary of the fill area shall not be located within 200 feet of any property line not under control of the permittee.
3. The boundary of the fill area shall not be located within 200 feet of any surface water that holds visible water for greater than six consecutive months, excluding ditches, sediment ponds, and other operational features on the site.
4. The boundary of the fill area shall not be located within the distances designated below from any well used as a source of water for human consumption that is in a hydrologic unit

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potentially affected by the landfill. Exemptions may be granted if the applicant can demonstrate to the satisfaction of the DSR and state that the hydrologic conditions below the landfill provide protection to the aquifer in use.

- a. The boundary of the fill area shall not be located any closer than 500 feet from a well hydraulically up gradient of the landfill.
  - b. The boundary of the fill area shall not be located any closer than 750 feet from a well hydraulically side gradient of the landfill.
  - c. The boundary of the fill area shall not be located any closer than 1,000 feet from a well hydraulically down gradient of the landfill.
5. Waste material shall not be placed on or within any property rights-of-ways or 50 feet of underground or above ground utility equipment or structures, i.e., water lines, sewer lines, storm drains, telephone lines, electric lines, natural gas lines, etc., without the written approval of the impacted utility.
  6. A geotechnical engineering firm approved by the DSR shall render a written opinion that, to the best professional judgment, the formations being used to contain the waste are impermeable and that surrounding ground water sources will not be contaminated.
  7. The facility shall be enclosed by an eight-foot high opaque fence or wall structure on all sides visible from the street serving the facility and an opaque cyclone fence on the remaining unexposed boundaries.
  8. A plan showing restoration of the site on completion of use as a landfill shall accompany the request.

B. *Construction and demolition landfills (Class 2).*

1. The boundary of the fill area shall not be located within 1,000 feet of any residence, school, day-care center, church, hospital, or publicly owned recreational park areas. The state will determine whether the new landfill or expansion of an existing landfill meets this requirement prior to the publication of the notice of intent to file a permit application pursuant to Part I, Section D.1 of the state regulation.
2. The boundary of the fill area shall not be located within 100 feet of any property line.
3. A landfill located in a 100-year floodplain shall demonstrate that engineering measures have been incorporated into the landfill design to ensure the landfill will not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the floodplain, minimize potential for floodwaters coming into contact with waste, or result in the washout of solid waste so as to pose a hazard to human health or the environment.
4. The landfill shall be in compliance with applicable requirements concerning wetlands imposed by U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the department of health and environmental control.
5. Access to the landfill shall be controlled through the use of fences, gates, berms, natural barriers, or other means to prevent promiscuous dumping and unauthorized access.
6. The boundary of the fill area shall not be located within 200 feet of any surface water that holds visible water for greater than six consecutive months, excluding drainage ditches, sedimentation ponds and other operational features on the site.

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7. The boundary of the fill area shall not be located within 100 feet of any drinking water well. A greater buffer may be required for compliance with the state's bureau of water requirements.
  8. Waste material shall not be placed on or within any property rights-of-way or 50 feet of underground or above ground utility equipment or structures, i.e., water lines, sewer lines, storm drains, telephone lines, electric lines, natural gas lines, etc., without the written approval of the impacted utility.
  9. Owners/operators of all Class 2 landfills located within 10,000 feet of any runway end used by turbojet aircraft or within 5,000 feet of any airport runway end used by only piston-type aircraft shall demonstrate that the units are designed and operated so that the Class 2 landfill does not pose a bird hazard to aircraft.
  10. Owners/operators proposing to site new Class 2 landfills and lateral expansions located within a five-mile radius of any airport runway end used by turbojet or piston-type aircraft shall notify the affected airport and the Federal Aviation Administration (FAA).
  11. No material shall be placed in open storage or areas in such a manner that is capable of being transferred out by wind, water, or other causes.
  12. All materials and activities shall be screened in such fashion as not to be visible from off-site. The provisions of this subsection may be waived by the DSR where such facility will be utilized for a period not to exceed 90 days.

11:7.17. *Sector 562213: Solid waste incinerators.*

1. Shall be consistent with the most current county solid waste management plan.

11:7.18. *Sector 56292, Material Recovery Facilities (including single stream recycling).*

1. The use shall be consistent with the most current Jasper County Solid Waste Management Plan.
2. The material recovery facility may only accept non-food items, such as, glass, newspaper, cardboard, metal, construction and demolition debris, or other similar materials. Sewage or hazardous substances shall not be permitted.
3. All recovery and storage activities shall be conducted within an enclosed building with a concrete floor. Doors may remain open during active operations but must be closed otherwise and should not face the right-of-way; nor should they be visible from adjacent properties through the use of complete screening (100 percent opacity) using berms, fencing, landscaping, buildings or a combination thereof
4. Recovered wood, concrete, and dirt may be stored outside temporarily, but shall not be stacked or stored higher than the required fencing.
5. All areas adjacent to the transfer point, such as the tipping floor, the turning area, and the area supporting the trailer while it is being packed, shall be paved with concrete.
6. Adequate standing and parking facilities shall be provided on the site so that no packers or other collection vehicles at any time stand on a public right-of-way waiting entrance to the site.
7. All materials and activities not within fully enclosed buildings shall be enclosed on all sides by a chain link fence with evergreen screening of an approved type, a wooden privacy fence, or fencing of other material which has been given approval by the DSR. All metal or wooden fence posts shall have at least one-third of their length below ground level and shall be set in hard packed clay or concrete. All metal fence posts shall be treated with an anti-corrosive coating. All

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wooden posts shall be pressure treated or creosote coated lumber with at least a four inch by four inch nominal cross section.

- a. The term "fence" shall mean an eight foot tall chain link, wooden fence, or fencing of other material which has been given approval by the DSR, which forms a substantial physical barrier which completely surrounds the operations area, including all recyclable material and non-recyclable materials defined as "junk" in article 18 of the Jasper County Zoning Ordinance, and shields the operation area and recyclable material and non-recyclable materials from view, and is capable of withstanding the effects of the local climate.
  - b. The term "evergreen screening" shall mean evergreen trees or shrubs with a minimum height of five feet at time of installation, and not less than eight feet when mature; spacing shall be based upon the species used so that at maturity the body of the branches of the tree or shrub shall not be more than one foot from the body of the adjacent planting. Acceptable species include, but are not limited to, Ligustium, Euonymous, Leyland Cypress, White Pine, Cedar, Arborvitae, Hemlock, and upright varieties of Juniper, Holly and Yew.
  - c. Landscaping is required outside of the fencing when evergreen screening is not used. One evergreen shrub shall be installed for every five linear feet of fence on the side of the fence facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
8. Screening, buffering and landscaping requirements shall be met in accordance with article 12:8. Buildings viewable from a public right-of-way are required to have foundation buffers as part of its landscape plan. The DSR may require additional landscaping to make the site more aesthetically pleasing.
  9. All activity conducted on the premises must be contained within the visual screen, and the fencing shall be securely locked unless being actively and contemporaneously supervised.
  10. No burning of any material other than material specifically designed or suitable for the purpose of employee comfort. Any exception must be approved by state or local fire officials given a minimum of 24 hours' notice of such burn.
  11. At least 75 percent of the total volume of each separated material type received during a calendar year and remaining on site from a previous year shall be used, reused, recycled, or transferred to a different site for use, reuse, or recycling
  12. Storage of items/materials shall be so arranged as to permit easy access for firefighting purposes.
  13. Stormwater runoff shall be addressed through the use of BMPs listed in the Jasper County Stormwater Management Manual to prevent additional post development runoff discharge rate and volume as seen in article 10:6 of the Jasper County Land Development Regulations.
  14. The use shall comply with all state and federal regulations.
  15. New construction, expansion or renovation of these facilities shall require submission to the planning commission of a storm water management plan using best management practices designed to protect adjacent properties, wetlands, ditches and watersheds.
  16. Certain activities permitted by DHEC or other state or federal agencies may require a bond, letter of credit or other form of financial security to provides for de-commission, clean-up and/or close-out of these facilities. No development or other permit, or business license for activities requiring such financial securities shall be issued by Jasper County unless such financial security is also in favor of Jasper County, if available as part of the state's financial security, to cover any costs or

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expenses incurred by the county in the event the operation or condition of the facility result in the need to abate a nuisance situation, ameliorate a public health or safety condition, clean-up, decommission and/or close-out the facility. In the event Jasper County cannot for whatever reason be included as a covered party under the state financial security, or it is more efficient and economical to provide a separate financial security to the county, then a separate financial security may be provided to the county instead.

- a. In the event a financial security is not required by DHEC as part of its permitting requirements, or no DHEC permit is required, nonetheless, a letter of credit or other financial security in favor of the county approved by the county administrator is required before either a development permit or business license can be issued, to be in an amount no less than the total capacity of the facility at a rate of \$60.00 per cubic yard.

17. County owned and operated facilities are exempt from these regulations.

11:7.19. *Sector 56299: All other waste management.*

1. Shall be consistent with the most current county solid waste management plan.

11:7.19a. *Sector 6114-5 and 6116: Business Schools, Computer and Management Training and Other schools and instructions.*

1. Use is subject to all applicable zoning code requirements and land development regulations.
2. Facilities are limited to 3,000 square feet, except in the Village Commercial Zoning District where facilities are limited to 2,500 square feet.
3. Architecture of new structures must complement the nearby community and be compatible with the character of the area.
4. Services are limited to 20 students at any one time.
5. Owner/operator must provide proof of all outside agency approvals for services provided.
6. Hours are limited to 7:00 a.m. to 7:00 p.m., Monday to Friday and 7:00 [a.m.] to 5:00 p.m. on Saturdays.
7. Structures must meet buffering and screening requirements per article 12.
8. Off-street parking must be accommodated on-site.
9. Off street parking is prohibited within the building setback.
10. One flat two-sided business sign not larger than four square feet per face is permitted to identify the business. Signs shall not be illuminated.
11. Use of existing structures is subject to fire marshal and building official review and approval.
12. Facilities must be served by sewer systems or by septic systems sized appropriately to meet DHEC minimum standards for the use and size.

11:7.20. *Sector 6231: Nursing care facilities.*

1. The facility shall be designed to be compatible with residential development.
2. Screen parking from adjacent properties and public right-of-way as required in section 12.8.

11:7.21. *Sector 6233: Community care for elderly.*

1. The facility shall be designed to be compatible with residential development.
2. Screen parking from adjacent properties and public right-of-way as required in section 12.8.

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11:7.21.A. *Sector 623990: Other residential care facilities.* Where other residential care facilities are allowed as a conditional use, such uses shall meet the following requirements:

1. The residence and its grounds shall be designed to be compatible with surrounding residential development.
2. There shall be minimal visually identifiable differences from the outside of the residential structure that would distinguish the residence from a typical residential dwelling as determined by the development services representative.
3. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.

11:7.22. *Sector 6244: Day care services.*

1. Approval must be obtained from the South Carolina State Department of Public Welfare Rules and Regulations relating to licensing care facilities and care centers, and the following requirements.
2. The minimum lot area for a care center shall be 20,000 square feet. At least 75 square feet of outdoor exercise area shall be available for each person based on the maximum enrollment.
3. The building shall contain a minimum of 35 square feet of floor area for each person based on the maximum enrollment.
4. A fence having a minimum height of six feet constructed to provide maximum safety to the occupants shall enclose the entire outdoor exercise area.
5. Off-street parking shall be provided in accordance with provisions set forth in section 12:1, Off-street parking.
6. Applicant must show an indication of impact for such items as traffic, noise, delivery vehicles, site access, etc. of the proposed care center.

11:7.23. *Sector 712: Museums and historical sites.*

1. Screening of parking as required in section 12.8.

11:7.24. *Sector 71393: Marinas.*

11:7.25. *Sector 713990: Gun club and skeet ranges.* The unique nature of this use is such that the following criteria shall be observed in placing any such use in the county.

1. It shall be located no closer than one mile to any residential use.
2. Gunfire shall be oriented away from habitable areas.
3. The site upon which the use is proposed shall be suitable in size and topography to ensure the safety of surrounding residents.
4. Adequate warning signs shall be placed to warn public of activity.

11:7.26. *Sector 721191: Bed and breakfast inns.* Bed and breakfast inns are intended to provide a unique transit lodging experience. As a result, care should be taken to protect the environs that contribute to the experience of such lodging while promoting their use. Toward this end, bed and breakfast inns, where permitted by this ordinance, shall:

1. Be occupied by the resident/owner.
2. Serve no regularly scheduled meal other than breakfast.

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3. Provide off-street parking on the basis of one and one-half space per guest room, plus two spaces for the resident innkeeper; further provided that sufficient off-street parking space shall be available on site to accommodate private gatherings, where proposed by the applicant.
  4. Be permitted one non-illuminated identification sign, not to exceed four square feet in area. Self illuminated, can use landscape lighting.

11:7.27. *Sector 72121: Camps and recreational vehicle.* Camps and recreational vehicle (RV) park, where permitted by Table 6.1, shall comply with the following site and design standards:

1. The site shall be at least five acres.
2. The site shall be developed in a manner that preserves natural features and landscape.
3. The following dimensional requirements shall serve as parameters beyond which development shall not exceed.
  - a. Maximum impervious surface ratio shall not exceed 15 percent of the project site.
  - b. Minimum setbacks for all structures and recreational vehicles shall be:  
Street frontage: 100 feet; **150 feet in the VC zoning district.**  
All other property lines: 50 feet.
  - c. Maximum density shall not exceed ten vehicles per acre; **maximum density shall not exceed eight vehicles per acre in the VC zoning district.**
  - d. Bufferyards shall be as specified by article 12.
4. Areas designated for parking and loading or for trafficways shall be physically separated from public streets by suitable barriers against unchanneled motor vehicle ingress and egress. All drivers shall be located at least 150 feet from any street intersection and shall be designated in a manner conducive to safe ingress and egress.
5. All streets within RV parks shall be private and not public.
6. Each park site shall be serviced by public water and sewer or other systems approved by DHEC.

11:7.27.A. *Sector 8111: Auto repair and maintenance.*

1. In the Community Commercial District, the use shall be 250 feet from any existing residential development, school or daycare. Measured from the property line.
2. Openings to repair bays shall not face road ROWs and shall be designed to minimize visual intrusion onto adjacent properties.
3. Repair and storage of all vehicles shall occur within an enclosed building. Temporary outdoor vehicle storage may be allowed in an outdoor storage area located to the rear or the side of the principal structure and completely screened (100 percent opacity) from adjacent properties and ROWs using berms, fencing, landscaping, buildings or a combination thereof.
4. Vehicles that are repaired and are awaiting removal shall not be stored or parked for more than 30 consecutive days unless the owner or operator of the establishment demonstrates steps have been taken to remove the vehicles from the premises using the appropriate legal means.
5. All automobile parts and similar materials shall be stored within an enclosed building or completely screened (100 percent opacity) from adjacent properties and ROWs using berms, fencing, landscaping, buildings or a combination thereof.

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6. Landscaping is required for all outdoor storage areas. One evergreen shrub shall be installed for every five linear feet of screened area on the side of the screened area facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
  7. In addition to the requirements of the outdoor storage area, Buffering and Landscaping requirements shall be met in accordance with Article 12:8.
  8. The open storage of wrecked vehicles, dismantled parts, or parts visible beyond the premises is prohibited.
  9. The use shall not include outdoor storage lots or impoundment yards for towed vehicles.

11:7.28. *Sector 8121: Personal care services.*

1. Screening of parking required in section 12.8.

11:7.29. *Sector 81222: Cemeteries.*

1. The minimum area for a perpetual care cemetery shall be 30 acres. Cemeteries in existence prior to January 1, 2003 are exempt from this requirement. The minimum area for a church cemetery shall be one acre.
2. Where a cemetery adjoins non-residentially-zoned property, no setback is required. When a cemetery adjoins residentially zoned property, no building, structure, burial plot or storage of equipment or materials shall be located closer than 35 feet of any property line, and mausoleums, columbaria, and chapels shall not be located closer than 50 feet of any property line.
3. Screening shall be provided in accordance with the provisions set forth in section 12:8, Screening and buffering requirements.
4. Adequate off-street waiting space shall be provided for funeral processions so that no vehicle stands or waits in a road right-of-way.
5. All cemetery access shall be provided from an arterial or collector street.
6. Mausoleums may be located only within the boundaries of approved cemeteries.
7. Cemetery review standards in accordance with S.C. Code 1976, tit. 27, ch. 43, shall apply to all cemeteries, regardless of zoning classification.
8. A storm water plan must be submitted and approved by the DSR before cemetery approval may be granted.
9. A cemetery may not be located in a flood hazard overlay district.

*Pre-existing cemeteries.* Any cemetery or portion of a cemetery that was approved, or was in the process of gaining approval, on the date of adoption of this ordinance shall be considered a nonconforming use. All others shall be subject to the specific provisions of this ordinance.

11:7.29.A. *Sector 812910; Animal Shelters.*

1. Minimum lot size five acres.
  - a. No exotic animals as defined by Title 9 of the Code of Federal Regulations, Section 1.1 are allowed.
2. Structures that house animals must be at least 100 feet away from adjacent property lines.

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3. Where an existing residential use is adjacent to the subject property Bufferyard 4 shall be required (See Article 12:8.2, *Bufferyards*).
  4. Where the Shelter is for non-household animals, i.e., horses, cattle, goats, sheep, etc., the minimum site area must accommodate one-half acre per horse or cow, and one-quarter acre for smaller animals such as sheep and goats.
  5. A five-foot high fence shall be provided for all paddock and pasture areas.

11:7.30. *Second single-family residential dwelling unit.*

1. **The minimum lot size for a second single-family residential dwelling unit shall be 200 percent of the minimum lot size of the district,** ~~There is a minimum of one-half acre per dwelling unit in the residential and community commercial district (one acre parcel minimum) and a minimum of one acre per dwelling unit in the rural preservation district (two acre parcel minimum),~~ so as to not increase overall allowed density.
2. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map copy to demonstrate conditional use compliance at time of application. The following must be demonstrated:
  - a. All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots and so arranged to ensure public access in the event the property is subsequently subdivided for sale or transfer.
  - b. If not connected to sewer, the lot is sufficient in size and shape so that the two units can be designed around two separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
3. Second single-family residential dwelling unit cannot share a septic system and separate DHEC septic permits must be attained prior to issuance of a conditional use review zoning permit, if units are not connected to sewer lines.
4. Zoning and building permits must be attained prior to construction.

11:7.30.A. *Manufactured housing in community commercial and village commercial.* Where other residential care facilities are allowed as a conditional use, such uses shall meet the following requirements:

1. The standards for manufactured housing in community commercial and village commercial districts shall be the same as the standards for manufactured housing and single-family housing in the residential district, including but not limited to lot area, setbacks, and densities, as if in the residential district.
2. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.
3. Any applicable overlay district requirement shall be applied.

11:7.31. *Duplexes.* Due to the unique design features of duplex housing, the following supplemental design requirements shall apply:

1. Such projects shall be located in areas that are served by public water and sewer providers. Septic systems, including community septic systems are strictly prohibited.
2. Such projects shall have a minimum of one acre and a maximum often ten acres in the Residential, Community Commercial and General Commercial Zoning Districts.
3. Such projects shall have a minimum of two acres and a maximum of ten acres in the Rural Preservation District.

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4. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.
  5. Building orientation shall be representative of that exhibited by surrounding single-family development.
  6. The size, bulk, height and scale of proposed structures shall reflect the characteristics of existing single-family structures in the area.
  7. At least one duplex front door should be visible from the front of the structure.
  8. Entrances should be visible and approaches to the front entrance of each dwelling unit should be clearly delineated by improved walkways and landscaping.
  9. The site plan shall be designed in a way to complement the existing character of the surrounding area. The planning commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
  10. When a duplex development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved.
- 11:7.31.A. *Multi-family apartments*. Where multi-family apartments are allowed as a conditional use, such uses shall meet the following requirements:
1. Such projects shall be a minimum of five acres.
  2. Such project shall have a maximum density of ten units per acre.
  3. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.
  4. Sidewalks not less than five feet in width shall be provided along the front property line of each project, building.
  5. Not less than 15 percent of the project site shall be diverted to contiguous common open space which is designated for use by the residents.
  6. The project must demonstrate availability of water and sewer that will meet the capacity requirements of the development.
  7. The site plan shall be designed in a way to complement the existing character of the surrounding area. The planning commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
- 11:7.32. *Townhouses*. Due to the unique design features of townhouses, the following supplemented design requirements shall apply:
1. Such projects shall be located in areas that are served by water and sewer.
  2. Such projects shall have a minimum of one and one-half acre.
  3. Not more than eight or fewer than three townhouses may be joined together, with approximately the same front line (may be staggered).
  4. Minimum distance between rows of buildings shall be not less than 20 feet.
  5. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.
  6. Sidewalks not less than four feet in width shall be provided along the front property line of each project, building.
  7. Not less than ten percent of the project site shall be diverted to contiguous common open space which is designed for use by the residents.

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8. The site plan shall be designed in a way to complement the existing character of the surrounding area. The planning commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
  9. When a townhouse development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved.

11:7.33. *Patio homes.* Due to the unique design features of patio homes, the following supplemental design requirements shall apply:

1. Such projects shall be located in areas that are served by public water and sewer providers. Septic systems, including community septic systems, are strictly prohibited.
2. Such projects shall have a minimum of one acre and a maximum of ten acres.
3. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.
4. Not less than ten percent of the project site shall be diverted to contiguous common open space which is designed for use by the residents.
5. The site plan shall be designed in a way to complement the existing character of the surrounding area. The planning commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
6. When a patio home development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved, and must comply with major site plan requirements.

11:7.34. *Manufactured Housing - Second Unit, Family Member Only.* The purpose of allowing, in certain circumstances, the placement of a second manufactured house on the same parcel is for the benefit of family members only; and excludes any property or structures that are used for rental properties. The property shall be subdivided whenever possible; however, in the event that the property cannot be subdivided at such time of application, a second manufactured house will be allowed by the County for family members, where conditionally permitted by Table 6:1, provided that the following requirements must be met:

1. The person whom will occupy the second manufactured house is related to the owner of the property by blood, marriage, or adoption.
2. A second manufactured house shall not be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
3. **The minimum lot size for a second single-family residential dwelling unit shall be 200 percent of the minimum lot size of the district,** ~~There is a minimum of a half-acre per dwelling unit in the Residential and Community Commercial District (1-acre parcel minimum) and a minimum of one acre per dwelling unit in the Rural Preservation District (2-acre parcel minimum),~~ so as to not increase overall allowed density.
4. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map to demonstrate conditional use compliance at time of application. The following must be demonstrated:
  - a. All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;

- b. If not connected to sewer, the lot is sufficient in size and shape so that the two units can be designed around two separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
5. Second Manufactured House cannot share a septic system and separate DHEC septic permits must be attained prior to issuance of a conditional use review Zoning Permit, if units are not connected to sewer lines.

11:7.35 *Family Estate*. The purpose of the Family Estate is to address situations where there are title issues, i.e heirs property; and to support a traditional family way of life; and to respect cultural and historical settlement patterns in Jasper County. For purposes of this subsection, a single family dwelling unit includes, stick built house, manufactured homes, and modular homes. Family Estate shall meet the following requirements, where conditionally permitted by Table 6:1:

1. If the property is "heirs property", the county shall permit additional family dwelling units and/or permit a subdivision by the person or persons in control of the property (i.e. the family member or members who pays taxes, occupies the property), upon application and determination that both of the following are satisfied:
  - a. Either a single member of the family, multiple members of the family, or an unbroken succession of family members have owned the property for no less than 30 years.
  - b. The person for whom the family dwelling unit is to be built and/or the property subdivided, is related to the owner of the property by blood, marriage, or adoption.
2. Single family dwelling unit design is as follows:
  - a. Family dwelling units may be built at the densities set forth in Family Estate below as limited by subsection (4) of this section.

**Family Estate Density Table**

| Minimum Site Area (acres) | Density (Units per Acre)                                                                                        |                                               |
|---------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
|                           | Zoning of the property is Residential, <b>Village Commercial</b> , Community Commercial, or General Commercial: | Zoning of the property is Rural Preservation: |
| 1                         | 2                                                                                                               | 1                                             |
| 2                         | 4                                                                                                               | 2                                             |
| 3                         | 6                                                                                                               | 3                                             |
| 4                         | 8                                                                                                               | 4                                             |
| 5                         | 10                                                                                                              | 5                                             |
| 6                         | 12                                                                                                              | 6                                             |
| 7                         | 12                                                                                                              | 7                                             |
| 8                         | 12                                                                                                              | 8                                             |
| 9                         | 12                                                                                                              | 9                                             |
| 10                        | 12                                                                                                              | 10                                            |
| 11                        | 12                                                                                                              | 11                                            |
| 12 or More                | 12                                                                                                              | 12                                            |

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- b. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map to demonstrate conditional use compliance at time of application. The following must be demonstrated:
    - i. All applicable lot area and setback requirements are met for all units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;
    - ii. If not connected to sewer, the lot is sufficient in size and shape so that all of the units can be designed around separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
  - c. No family dwelling unit shall be built unless the appropriate agency has determined that septic and water supply systems and reserve areas in the family estate are sufficient to serve all units in the estate and are properly permitted. If three or more units are served by a single well, the well must be properly licensed and maintained in accordance with SC DHEC standards.
  - d. Paved roads may not be required, but must comply with standards pursuant to Section 7.1 of the Jasper County Land Development Regulations. Any placement of homes under this section shall be accompanied by covenants and cross easements, or similar restrictions and reservations, guaranteeing essential infrastructure and 50 feet of vehicular access for each family subdivided lot.
3. No family dwelling unit shall be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
  4. No portion of a tract of land under this section shall be conveyed for five years from the date of approval unless the grantee is related to the property owner by blood, marriage, or adoption. This limitation on conveyance shall:
    - a. Be recorded on the plat of the applicant's property, on the plats of any property subdivided and conveyed by the applicant under this section, and in a database accessible to county staff.
    - b. Not operate to prohibit actions in foreclosure brought by lenders that are participating in the secondary mortgage market.
    - c. Not operate to prohibit sale by the county of the entire tract or a portion of it for nonpayment of property taxes.
  5. Violations and penalties for violation of this section are as follows:
    - a. Any person found in violation of this section may be assessed a fine of the maximum allowed by state law for each dwelling unit in violation.
    - b. A violation of this section shall consist of the following:
      - i. Intentional misrepresentation during the application process;
      - ii. Lease of a family dwelling unit to a nonfamily member within five years of approval; or
      - iii. Conveyance of any portion of a tract of land granted a density bonus under this section to a nonfamily member within five years of approval.

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- c. The fine may be waived if it can be shown that lease or conveyance to a nonfamily member was absolutely necessary to avoid foreclosure on either a family dwelling unit or any portion of a tract granted a density bonus under this section.
  - d. Until the fine has been paid, the DSR shall not permit additional family dwelling units or further subdivision under this section in the violator's family estate.
  - e. As a condition of approval, the applicant and the person for whom the family dwelling unit is to be built or the property subdivided shall read and sign disclosure forms describing violations of this section and applicable penalties.
  - f. A violation shall not have the effect of clouding the title of a parcel subdivided under this section.
6. Applicants must submit a sworn affidavit with the following information:
    - a. Certification that the parcel in question has been in the family for at least 30 years as required by this section.
    - b. An agreement that all new parcels subdivided from the parent parcel shall be owned or used by family members or as otherwise provided for in this section.
    - c. Acknowledgment that resale of any parcel approved as part of a family estate shall be restricted for five years as provided for in this section.
  7. If the property leaves the family, the new owner must comply with all applicable sections of the Jasper County Zoning Ordinance and Jasper County Land Development Regulations as it relates to minimum lot sizes, densities, setback requirements, access roads, mobile home park standards, and major or minor subdivision regulations.

11:7.36. *Home occupation.* Home occupations, as defined by this ordinance, shall meet the following requirements, where conditionally permitted by Table 6.1.

1. The home occupation shall be carried on wholly within the principal building.
2. The floor area dedicated to such use shall not exceed 25 percent of the floor area of the principal building, up to 400 square feet.
3. No activity shall be conducted outside, nor shall there be any outdoor storage, display, or refuse area in the yard.
4. No signs shall be allowed.
5. No merchandise or articles shall be displayed so as to be visible from outside the building.
6. One person not residing in the residence shall be employed in the home occupation in addition to residents.
7. No traffic shall be generated in an amount above that normally expected in a residential neighborhood.
8. No parking is needed above that required by the principal residential use.
9. There is no alteration whatsoever of the residential character of the building(s) and/or premises.
10. The occupation, profession, or trade generates no noise, glare, heat, vibration, smoke, dust, or odor perceptible to adjacent uses.
11. The occupation shall not involve the retail sale of merchandise manufactured off the premises.

11:7.37. *Buildings, structures, lift stations, etc.*

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1. Such uses shall be enclosed within a building or by a suitable fence providing protection and screening against light, noise, fumes, or unsightliness.
  2. Open area on the premises shall be landscaped.

11:7.38. *Open storage.*

1. Such storage area does not occupy over 20 percent of the build-able area.
2. Shall not be located in any required setback area.
3. Must be screened from public view.

11:7.39. *Temporary uses.*

*Type and location.* The following temporary uses and no others may be permitted, subject to the conditions herein.

1. Tents or other temporary structures for the conduct of any use permitted in the GC and CC Districts for a period not to exceed 45 days.
2. Contractor's office and equipment shed, in any district, for a period covering construction phase of a project not to exceed one year unless re-permitted; provided that such office be placed on the property to which it is appurtenant.
3. Portable classrooms in any district for cultural or community facilities, educational facilities, or religious complexes, for an indefinite period provided all required setbacks for the district in which the structures are to be located shall be met and the portable structure shall be located on the same site as the principal structure.
4. Temporary office trailers in any commercial or industrial district where the principal building is being expanded, rebuilt, or remodeled for the conduct of business while the principal building is under construction.

*Permit required.*

1. No temporary use may be established without receiving such permit.
2. Temporary use permits may be renewed no more than twice within a 12-month period, provided that said use will not create traffic congestion or constitute a nuisance to surrounding uses.
3. Any temporary use that is determined to be creating a nuisance or disruption may have its temporary permit revoked by the DSR.
4. Temporary uses and structures from which temporary uses are operated shall be removed from the site after the temporary permit has expired.

11:7.40. *Temporary accessory dwelling unit.* A manufactured home as defined in article 4 of this ordinance may be permitted in any zoning district as a temporary accessory residential use which shall be clearly subordinate to a principal single-family detached dwelling or manufactured home, whether or not such principal use is conforming, subject to all of the requirements listed below. In authorizing the temporary accessory residential use, the DSR may impose such reasonable and additional stipulations, conditions, or safeguards that in the DSR's judgment will better fulfill the intent of this ordinance.

The DSR may authorize issuance of a permit for a temporary accessory residential use for a period not to exceed six months. At the end of that time, the DSR may, after a complete review of the request, grant an extension of the permit for a period not to exceed one year. The review procedure shall be the same as the original application procedure. It shall be the responsibility of the DSR to present to the council after each six-month period a status report of the conditions and to notify the applicant of the review.

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The DSR may at any time terminate the authorization at the request of the initiating applicant or upon the finding that the extenuating conditions no longer exist. The temporary accessory residential use and any associated services shall be removed from the premises within 30 days after notice of termination.

The DSR shall determine that the following requirements have been satisfied:

1. The use shall be necessitated by the incapacity, infirmity, or extended illness of an individual who requires continuous nursing care. The attending physician shall certify the physical and/or mental condition of the person in question.
2. The use is intended only to meet a temporary need or hardship.
3. If the principal residential use is nonconforming, the provisions of section 9:3, Nonconforming uses and structures, shall be satisfied.
4. The temporary accessory residential use shall meet all of the requirements contained in this ordinance for accessory uses.
5. The temporary accessory residential use shall conform to all of the requirements for uses permitted by conditional use as set forth in subsection 6:2.6, Conditional uses.
6. No minimum lot area or lot width requirements shall be required for the temporary accessory residential use.
7. The temporary accessory residential use shall conform to the front, side, and rear yard requirements established for the district in which the use is located.
8. Off-street parking shall be provided in accordance with the provisions set forth in section 12:1, Off-street parking, for the principal residential dwelling only.
9. A manufactured home which is being utilized as a temporary accessory residential use may not be physically attached to or be a part of the principal structure located on the lot.
10. No permit to allow a temporary accessory residential use shall be issued until all applicable regulations of the county building department and other public agencies have been satisfied in regard to the adequate provision of water, sewer, access, electrical service, and fire protection. In seeking approval of the temporary accessory residential use, the applicant must demonstrate to the DSR that these facilities and services are adequately situated with respect to the lot in question.
11. The principal for whom the accessory use is requested must be a relative by blood or marriage or in a relationship created through adoption or through foster parental care.
12. To provide for adequate notification of the permit application to surrounding property owners, the applicant shall provide to the DSR signatures of the following:
  - a. All property owners who own property abutting the subject property.
  - b. All property owners of property located directly across a street from the subject property.

## **ARTICLE 15. SIGN STANDARDS**

### **15:1. Purpose and effect.**

15:1.1. *Purpose.* The purpose of this article is to allow signs to be erected, placed, established, painted, created, or maintained in the unincorporated areas of the county only in conformance with the standards, procedures, exemptions, and other requirements of this article so the county may:

1. Encourage the effective use of signs as a means of communication in the unincorporated areas of the county;
2. Maintain and enhance the aesthetic environment and the county's ability to attract sources of economic development and growth;
3. Ensure pedestrian and traffic safety;
4. Minimize the possible adverse effect of signs, such as distraction or nuisance, on nearby public and private property; and
5. Enable the fair and consistent enforcement of these sign restrictions.

15:1.2. *Effect.* The effect of this article as more specifically set forth herein, is to:

1. Establish a permit system to allow a variety of types of signs in commercial and industrial zones, and a limited variety of signs in other zones, subject to the standards and the permit procedures of this article;
2. Allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this article, but without a requirement for permits;
3. Provide for temporary signs without commercial messages in limited circumstances;
4. Prohibit all signs not expressly permitted in this article; and
5. Provide for the enforcement of the provisions of this article.

15:1.3. *Jurisdiction.* This article regulates signs, as defined in article 4 and described more thoroughly in this article, which are located on private property or on public property owned or controlled by public entities over which the county has land use regulatory authority.

The regulations in this article are supplemented by the requirements administered by the state department of transportation which regulates billboard signs on interstate and federal aid road systems. A permit from the state may contain some restrictions which are in addition to the requirements of this article.

The regulations in this article are minimum requirements. Whenever the requirements of these regulations differ from the requirements of any other lawfully adopted rules, regulations, or ordinances, the more restrictive, or that imposing the higher standards shall govern.

15:1.4. *Administration authority.* The DSR is authorized and assigned the duty of enforcing all provisions of this article.

15:1.5. *Compliance and permits.*

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1. No person shall construct, erect, place, display or maintain any sign in violation of this article. To ensure compliance with this article, a sign permit shall be required for all signs, except as provided herein. A sign permit application must be filled out at the time of application for a new structure, subdivision, or PDD. All billboard sign permits must be renewed yearly. All sign permit fees, including billboard sign permit renewal fees will be included in the county's fee schedule ordinance.
  2. A sign permit shall expire after six months from the date of its issuance unless the sign, and all items required by the permit, have been completed in compliance with the permit.
  3. Any permitted sign, which complies with the provisions of this section, and any subsequent amendment hereto, is hereby deemed to be a legal sign. Any proposed alteration to or relocation of such sign shall require a new permit pursuant to this section, unless the proposed alteration is specifically exempt in section 15:3.
  4. Any legal sign which does not comply with the provisions of this Section solely due to the enactment of an amendment shall, upon the effective date of such amendment, become a non-conforming sign and subject to the provisions of section 15:9.
  5. Fees and tags for billboards are required annually:
    - a. All billboard fees are due by January 1 of each year. Any fees not paid by February 1 will be subject to a late fee of one and one-half percent per month. Any sign fees not paid within 90 days will result in all permits being revoked and the owner will be given 60 days to remove the sign or the county will remove the sign at the owners' expense.
    - b. All billboard will be considered business property and will be subject to property taxes of the sign company.
    - c. All signs must have an approved county sign number tag applied in such manner as to be readily viewable from the adjacent roadway.

15:1.6. *Submission requirements.* The following information shall be submitted with an application for a sign permit:

1. An application form as published by the DSR and appropriate fee.
2. Scaled drawings of the proposed sign showing front and side elevations, materials and colors to be used;
3. For freestanding, billboard, monument and director signs, site plan sketch with dimensions (non-professionally drafted plan is acceptable) showing the location of the sign with respect to the property and right-of-way lines, building and setback lines, and buildings, parking areas, existing freestanding signs, and buffer areas.
4. Landscaping and lighting plan, or a written statement stating there will be none, and any existing site improvements;
5. For wall signs, a scaled drawing showing the entire wall or tenant space facade, the proposed sign location, and any existing wall signs;
6. Written certification from a registered South Carolina engineer or architect that the sign is structurally sound and safe, does not constitute a hazard to persons or property on the premises, on adjoining property, or in the vicinity, and that the sign is in compliance with all building or other construction codes and the requirements of this ordinance, for all freestanding, monument and directory signs exceeding 36 square feet;
7. Twelve copies of the complete application form and all attachments when the sign permit goes before the planning commission (billboards allowed through cap and replace provisions);

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8. Identification of landowner and/or leaseholder of property on which the sign is to be erected, including street address (billboards allowed through cap and replace provisions).

15:1.7 *Action by DSR.* The DSR will approve, or approve with conditions, a permit if a sign application other than billboards (See Section 15:8.1) conforms to the standards of this Article. The DSR will deny a permit if a sign application does not conform to the standards of this Article.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 2017-15, §§ 2, 3, 6-19-17)

## **15:2. General provisions—All signs.**

15:2.1. *Construction standards.* All signs shall comply with the appropriate provisions of the county's building code, and shall maintain clearances from all overhead electrical conductors in accordance with the National Electric Code. In addition:

1. Signs shall be installed at least ten feet horizontally or vertically from any conductor;
2. All electric wiring associated with a freestanding or directory sign shall be installed underground;
3. Signs must be constructed of non-combustible materials;
4. Signs shall be designed and constructed in such a manner and of such materials do that they are able to withstand wind pressure of at least 20 pounds per square foot or 75 miles per hour;
5. Signs, including any cables, guy wires or supports shall be located at least four feet from any electric fixture, street light, or other utility pole or standard.

15:2.2. *Sign maintenance.* To insure that all signs are maintained in a safe and aesthetic manner, the following maintenance requirements shall apply:

1. No sign shall be allowed to have more than 20 percent of its sign face, reverse side, or structure covered with disfigured, chipped, cracked, ripped, or peeling paint or poster paper for a period of more than 30 successive days;
2. No sign shall be allowed to remain with a bent or broken sign face, broken supports, loose appendages or struts, or stand more than 15 degrees away from the perpendicular for a period or more than 30 successive days;
3. No sign shall be allowed to have weeds, trees, vines, or other wild vegetation growing upon it for a period of more than 30 successive days;
4. No indirect or internally illuminated sign shall be allowed to have only partial illumination for a period of more than 30 successive days; and
5. Reverse sides of signs shall be properly finished with no exposed electrical wires or protrusions and shall be of one color.
6. No sign may remain vacant for 180 days. Should such occur, all permits will be revoked and the sign owner will have 60 days to remove the sign, or the county will remove the sign at the owner's expense.
7. If the DSR determines that a sign does not meet the previous maintenance requirements or the sign was constructed or erected in violation of the regulations in the article, notice shall be given to the property owner and the business proprietor. If the violation is not corrected within 15 days after such written notice, such sign may be removed by the county at the expense of the owner.
8. The DSR may cause any sign which is an immediate peril to persons or property to be removed summarily and without any advance notice thereof to said application and at the expense said owner.

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15:2.3. *Public right-of-way.* Only public entities with right-of-way may have signage on or over the right-of-way. Otherwise, no portion of any sign shall overhang or encroach upon any public right-of-way.

15:2.4. *Setbacks from right-of-way.* All freestanding signs shall be set back at least ten feet from the public right-of-way. Signs shall not be located within the vision clearance triangle at street intersections. The vision clearance triangle shall be determined by measuring back 15 feet from the intersecting rights-of-way and connecting the two points.

15:2.5. *Sexually oriented business signs.* Each sexually oriented business must display at least one sign, easily discernible prior to the entering of the establishment, which identifies it as such by using the word "Adult" (for example, adult bookstore, adult cabaret, adult entertainment, etc.). All signs must be in compliance with this article.

(Ord. No. 09-33, § 6, 12-14-09)

### **15:3. Signs not requiring a permit.**

The following are allowed without permits under the following conditions:

1. Signs not exceeding one square foot in area and bearing only property numbers, post office box numbers, or names of occupants on premises not having commercial connotations;
2. Flags. Five feet by eight feet or smaller with a maximum height of 25 feet. A maximum of three flags per lot allowed.
3. Legal notices or identification, informational, and directional signs erected as required by governmental bodies;
4. Integral decorations or architectural features of buildings or grounds, except letters, trademarks, moving parts, or moving lights;
5. Signs not exceeding four square feet in area directing and guiding traffic on private property;
6. Wall identification signs and commemorative plaques not more than four square feet in area, memorial cornerstones or tablets providing information on building erection or commemorating a person or event;
7. Trademarks or product names which are displayed as part of vending machines, dispensing machines, automatic teller machines, and gasoline pumps;
8. Sandwich board signs. One sandwich board sign may be placed per lot for conforming or legal nonconforming business. The sign must be placed outdoors at the time of opening and removed prior to close of business. Sandwich board signs may not be placed in public right-of-way or obstruct sidewalks, pathways or walkways.
9. Non-commercial message sign. A political sign shall not exceed eight square feet per side and a total of 16 square feet in a residential district. A political sign shall not exceed 16 square feet per side and a total of 32 square feet in a non-residential district. The maximum height of a political sign is six feet. The sign shall not be placed within a side yard setback area, as required under the zoning ordinance in the district in which the property is situated.

There shall be only one non-commercial message sign not pertaining to a specific event or election allowed per lot or parcel. If related to a specific event or election, the sign cannot be placed earlier than 60 days prior the event and must be removed within seven days of the event. The owner of the property or the person in charge thereof shall be responsible for the removal of the signs. Signs must be confined wholly to placement on private property, with permission of the property owner and non-illuminated.

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Notwithstanding anything to the contrary in the foregoing, non-commercial message signs not exceeding four square feet in total area are permitted as window signs (i.e. as signs placed on the inside of windows of a structure so as to be visible from outside the structure).

Anything in this article to the contrary notwithstanding, a sign permitted in this article as an on-premises advertising sign may contain a lawful non-commercial message, except for traffic signs, railroad crossing signs, danger or other emergency signs, and directional signs.

10. Real estate and project signs shall be allowed without a permit provided the following restrictions for the type of sign used are met:
  - a. For single-family residential lots or units, one real estate sign, not exceeding five square feet in sign area per face and ten square feet in total sign area, and if freestanding, not exceeding four feet in height, shall be permitted. Property with two or more street frontages shall be permitted one additional sign per frontage.
  - b. For single-family subdivisions, multi-family, commercial, and industrial developments, one real estate or project sign not exceeding 48 square feet in sign area per face and 96 square feet in total sign area, and if freestanding, not exceeding eight feet in height, shall be permitted. Property with two or more street frontages shall be permitted one additional sign per frontage;
  - c. Project signs shall not be erected prior to the issuance of a development permit and shall be removed prior to issuance of the final certificate of occupancy; and
  - d. Real estate signs shall be removed within 15 days of the rent, sale, or lease of a property.
  - e. Signs shall not be illuminated.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 16-29, § 3, 10-3-16)

#### **15:4. Prohibited signs.**

The following signs are prohibited in unincorporated Jasper County:

1. Signs imitating traffic or emergency signals. No sign shall be permitted which imitates an official traffic sign or signal, or contains words or symbols displayed in a manner which might mislead or confuse drivers of vehicles, or which displays intermittent lights resembling the color, size, shape, or order of lights customarily used in traffic signal, on emergency vehicles, or on law enforcement vehicles, except as part of a permitted private or public traffic control sign;
2. Audible signs;
3. Flashing signs;
4. Searchlight display signs;
5. Moving signs;
6. Signs attached to or painted on selected features. No sign shall be permitted which is attached to a utility pole or street sign, or is attached to or painted on tree trunks, rocks, or other natural objects;
7. Discontinued use signs. Signs which advertise a discontinued product, place person, institution, or business shall be removed within 30 days form the date of termination;
8. Signs containing banners, pennants, spinners or other moveable parts, streamers, balloons or beacons; except if allowed as a temporary sign by the DSR in accordance with subsection 15:5.2;
9. Signs emitting odors, or visible matter such as smoke or vapor;

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10. Bench signs;
  11. Inflatable signs;
  12. Snipe signs. Signs erected, painted, posted, or affixed in any manner on benches, bus shelters, waste receptacles, unregistered/abandoned vehicles, utility poles, fences, or natural features such as trees;
  13. Any sign which exhibits statements, words, or pictures of an obscene or pornographic nature including but not limited to photographs, silhouettes, drawings, titles, graphic or pictorial representations in any manner of "nudity or state of nudity," "semi-nudity or state of semi-nudity," "specified sexual activities," or "specified anatomical areas";
  14. Signs which obstructs free ingress/egress from a required door, window, fire escape, or other required exit way;
  15. Signs and or sign structure which obstructs the view of, may be confused with, or purports to be a governmental or traffic direction/safety sign;
  16. Except as otherwise provided, temporary or permanent signs within any street right-of-way, except when erected or constructed by a public agency or with the approval of the county and upon issuance of an encroachment permit;
  17. Signs of any kind shall be erected or displayed in any salt marsh areas or on any land subject to periodic inundation by tidal salt water;
  18. Billboards, non-digital and digital, except those allowed by Section 15:8 and approved by the Planning Commission in accordance with Section 15:8.1;
  19. Any sign not expressly permitted;
  20. Any sign unlawfully installed, erected or maintained;
  21. Signs mount on vehicles and parked to attract attention to the business or use;
  22. String lights except when used for holiday decorations;
  23. Roof signs;
  24. Off-premise and off-site signs, except for billboards that are erected or constructed in accordance with subsection 15:7.2.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 2017-15, § 4, 6-19-17)

### **15:5. Temporary signs.**

The following signs shall require the issuance of a temporary sign permit by the DSR prior to their erection. The permit shall cite the length of time any such sign may be displayed.

15:5.1. *Location.* All temporary signs must maintain at least a ten-foot setback from all property or right-of-way lines and the existing road right-of-way, unless otherwise specifically stated in this ordinance. However, no sign shall be allowed to violate any of the requirements of sight triangle clearance and sight visibility at intersections as provided in this ordinance and the land development regulations.

15:5.2. *Types of temporary signs.*

1. *Special event signs.* One portable sign or windblown sign shall be permitted in conjunction with special events in accordance with the following provisions: For the opening or closing of a business, special event or sale, promotional event, change of ownership or management events, such signs are permitted for a period not to exceed the timeframe and size limitation approved

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by the DSR. Unless otherwise approved by the DSR, such signs shall not be erected more than 14 days prior to the event and shall be removed within five days after the event.

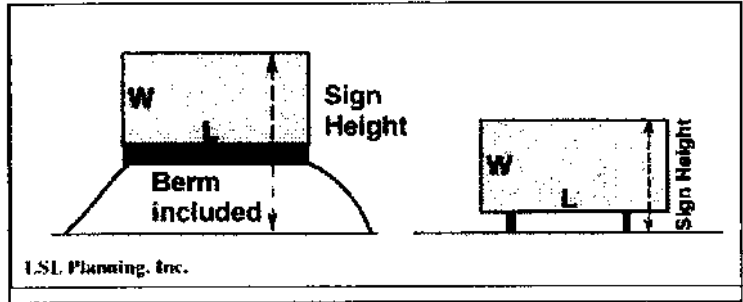
2. *Temporary signs announcing a civic, philanthropic, educational, or religious event.* Such signs are permitted for a period not to exceed the timeframe and size limitation approved by the DSR. Unless otherwise approved by the DSR, such signs shall not be erected more than 14 days prior to the event and shall be removed within five days after the event.
3. *Portable signs.* One portable sign may be placed per non-residential lot. Portable signs must be secured properly and such signs are permitted for a period not to exceed the timeframe and size limitation approved by the DSR.
4. *Banner signs.* Temporary banner signs of cloth or similar material that celebrates an event, season, community, neighborhood, or district and is sponsored by a recognized community agency or organization may be permitted for a period not to exceed the timeframe and size limitation approved by the DSR.

(Ord. No. 09-33, § 6, 12-14-09)

## 15:6. Standards.

15:6.1. *[Computation of sign and height area.]* The following principles shall control the computation of sign area and height area:

1. *Measuring of sign area.* The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when such fence or wall otherwise meets the county zoning ordinance regulations and is clearly incidental to the display itself;
2. *Measuring area of multi-faced signs.* The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When any two sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure and are not more than 42 inches apart, the sign area for Zoning purposes (but not for business licensing or other fee purposes) shall be computed by the measurement of one of the faces; and
3. *Measuring sign height.*
  - a. The permitted height of all signs supported by the ground shall be measured from the level of the ground, finished surface, adjacent to the sign.
  - b. The permitted height of signs shall not be measured from an area of the ground that has been built-up or constructed in a manner that would have the effect of allowing a higher sign height than permitted by these regulations (e.g. the height of signs erected on a berm shall be measured from the finished grade adjacent to the berm).



15:6.2. *Location.* Signs must be located at least ten feet from all property lines and the existing road right-of-way, unless otherwise specifically stated in this ordinance. Signs shall not be located within the vision clearance triangle at street intersections. The vision clearance triangle shall be determined by measuring back 15 feet from the intersecting rights-of-way and connecting the two points.

15:6.3. *Regulation for signs.*

**Sign Regulation**

| Type                                                     | Zoning District                                                      | Maximum Sign Area (square feet)                                         | Maximum Height (feet)                                            | Maximum Sign Width (feet) | # of Faces Allowed |
|----------------------------------------------------------|----------------------------------------------------------------------|-------------------------------------------------------------------------|------------------------------------------------------------------|---------------------------|--------------------|
| Flags                                                    | VC, CC, GC, MB, ID, PDD                                              | In accordance with the Flag Manufacturers Association of America (FMAA) | 1 flag per development at 60'; or 3 flags per development at 35' | n/a                       | n/a                |
|                                                          | R, RP, RC                                                            | specifications based on height of flagpole                              | 3 flags at 35'                                                   | n/a                       | n/a                |
| Freestanding Signs- Including Monument, Ground, Pedestal | RC, RP, RE, R                                                        | 25 per face, 50 total                                                   | Monument 6, Freestanding 8                                       | 10                        | 2 back to back     |
|                                                          | VC, CC                                                               | 40 per face, 80 total                                                   | Monument 7, Freestanding 8                                       | 12                        | 2 back to back     |
|                                                          | GC, ID, PDD                                                          | 55 per face, 110 total                                                  | Monument 7, Freestanding 15                                      | 16                        | 2 back to back     |
|                                                          | Commercial Centers greater than 5 acres, consisting of multiple lots | 80 per face, 160 total                                                  | Monument 8, Freestanding 20                                      | 16                        | 2 back to back     |

|                                     |                        |                                                                                                                                                      |                                                                                    |                          |                                                                                                                                        |
|-------------------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Freestanding Signs-<br>Hanging Sign | GC, ID, VC,<br>CC, PDD | 8 per face, 16<br>total                                                                                                                              | Top edge of<br>sign face not to<br>exceed 6 feet<br>above ground<br>level          | 4                        | 2 back to<br>back                                                                                                                      |
|                                     | RC, RP, RE,<br>R       | 8 per face, 16<br>total                                                                                                                              | Top edge of<br>sign face not to<br>exceed 6 feet<br>above ground<br>level          | 4                        | 2 back to<br>back                                                                                                                      |
| Wall Signs                          | GC, ID,<br>VC, CC, PDD | 10% of wall.<br>The total area<br>of wall signs<br>shall not occupy<br>more than 10%<br>of the area of<br>the wall upon<br>which they are<br>placed. | 80% of wall<br>height.                                                             | 80% of<br>wall<br>width. | One sign per<br>tenant per<br>side. Tenant<br>signs must be<br>located on<br>the facade of<br>the tenant<br>space being<br>identified. |
|                                     | RC, RP, RE,<br>R       | X                                                                                                                                                    | X                                                                                  | X                        | X                                                                                                                                      |
| Projecting<br>Signs                 | GC, ID,<br>VC, CC, PDD | 8 per face, 16<br>total                                                                                                                              | Bottom of sign<br>must be at least<br>8 feet above<br>ground level or<br>sidewalk. | 4                        | Two total<br>faces. One<br>sign allowed<br>per business<br>at business<br>entrance.                                                    |
|                                     | RC, RP, RE,<br>R       | X                                                                                                                                                    | X                                                                                  | X                        | X                                                                                                                                      |
| Directory<br>Signs                  | GC, ID, VC<br>CC, PDD  | 25 per face                                                                                                                                          | 8                                                                                  |                          | Four total<br>faces. One<br>sign is<br>allowed per<br>primary<br>access.                                                               |
|                                     | RC, RP,<br>RE, R       | X                                                                                                                                                    | X                                                                                  | X                        | X                                                                                                                                      |
| Window<br>Signs                     | VC, GC, ID,<br>CC, PDD | Not more than<br>25% of surface<br>of window                                                                                                         | n/a                                                                                | n/a                      | n/a                                                                                                                                    |

|                         |                        |                          |                                                                                                      |     |     |
|-------------------------|------------------------|--------------------------|------------------------------------------------------------------------------------------------------|-----|-----|
|                         | RC, RP,<br>RE, R       | X                        | X                                                                                                    | X   | X   |
| Awnings and<br>Canopies | VC, GC, ID,<br>CC, PDD | ½ of canopy<br>or awning | Bottom of<br>awning or<br>canopy must be<br>at least 7 feet<br>above ground<br>level or<br>sidewalk. | n/a | n/a |
|                         | RC, RP,<br>RE, R       | X                        | X                                                                                                    | X   | X   |

Additional Requirements from Table:

- A. Freestanding signs. Freestanding signs shall be separated by a distance of no less than 500-foot intervals along each street frontage of the premises.
  - a. Each lot of record shall be allowed one sign except a corner lot where a total of two signs may be permitted, one on each road frontage, provided that the total linear frontage is a minimum of 300 feet per side.
  - b. Masonry bases must that match the associated building(s). Landscaping shall be planted to minimize the appearance of the poles or braces.
- B. In lieu of a freestanding sign, a development may use signs on entrance structures such as fences or walls. The number of sign faces is limited to two per entrance, on either side of the entrance, and confined to the entrance area. The distance between sign faces shall not exceed 100 feet. Such signs are subject to the size limitations of this section.

15:6.4. *Automotive service station/convenience market signs.* The following sign standards apply to automotive service station and convenience markets:

- 1. *Freestanding and wall signs.* One freestanding sign and one wall sign shall be permitted. Such signs shall meet total height and area requirements as set forth in subsection 15:6.3, Freestanding signs, and subsection 15:6.4, Wall signs;
- 2. *Gasoline pump signs.* Signs on gasoline pumps must be an integral part of the pump structure;
- 3. *Product or service advertising.*
  - a. No more than four product/service advertisements shall be allowed;
  - b. Signs must be grouped on one sign structure per street frontage;
  - c. Individual product/service advertisements shall not exceed four square feet in size;
  - d. None of the allowable signs on the same structure shall be duplicates.
  - e. Fuel price signs. One double-face sign per street frontage, not to exceed 12 square feet total area;
  - f. Rack or cabinet signs. Includes those signs, which are an integral part of a rack or cabinet, such as display of oil, wiper blades, etc;

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- g. Attention-getting advertising media. Banners, streamers, whirligigs, flashing, intermittent electrical or iridescent devices, and similar attention-getting advertising media are prohibited;
  - h. Signs located on buffer wall. No sign for an automotive service station shall be placed, painted, or otherwise erected on any buffer wall; and
  - i. Signs interfering with site distance. No sign or sign structure shall be positioned in such a manner that it interferes with any recognized vehicular sign, distance needs, or requirements.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 16-07, § 2, 5-2-16; Ord. No. 16-29, § 4, 10-3-16; Ord. No. 2017-15, § 5, 6-19-17)

## **15:7. Illumination.**

### *15:7.1. General lighting.*

1. Sign lighting shall be of low intensity with effective provisions made to minimize spillover of light beyond the actual sign face. Examples of permissible illumination methods would include, but not limited to, the use of appropriate cut-off style light fixtures, the use of down-light fixtures adjusted so as to avoid spillover and interference with the vision of motorists, and the use of muted internal illumination.
2. Use of glaring undiffused lights or bulbs shall be prohibited.
3. Use of exposed neon lighting, including neon banding, or exposed light bulbs is prohibited.
4. Lights shall be shaded so as not to project onto adjoining properties or thoroughfares.
5. Underground wiring shall be required for all illuminated signs not attached to a building.
6. All lighting fixtures or light sources for lighted signs shall be positioned and/or shaded so that the light source is not visible from normal pedestrian perspectives.
7. Lighting intensities for illuminated signs shall not exceed ten foot-candles, measured at four feet perpendicular to any surface.
8. External light sources used to illuminate a sign are not included in the measurement of a sign's area and/or height.
9. Colored lamps are not permitted except for electronic changeable copy signs as allowed in accordance with Section 15:7.2
10. Internal illumination. Internal illuminated signs are permitted within the community commercial, general commercial and industrial development zoning districts. Where permitted, internally illuminated signs shall be subject to the following regulations:
  - a. *Display area.* Internally illuminated area of signs must be limited to 50 percent of the total allowed sign area.
  - b. *Muted lighting.* Lamps within internally illuminated signs shall be muted so that individual lamps cannot be distinguished behind the sign face.

*15:7.2. Digital billboards.* Digital billboards are only permitted within the general commercial zoning district north of US 278 on SC 170. Digital billboards are subject to the cap and replace regulation, subsection 15:8.2, and can only be established through that section. Where permitted, digital signs shall be subject to the following regulations:

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1. *Distance.* The digital structure may be located no closer than 1,000 feet to the residential, resource conservation or rural preservation zoning districts. Measurement shall be from the residential zoning district to the outermost portion of each sign.
  2. *Spacing.* No digital sign may be closer than two miles to an existing digital billboard/off-premise advertising sign. Measurement shall be to the outermost portion of each sign.
  3. *Message display intervals.* Each message appearing on a digital billboard face shall remain fixed for a minimum of eight seconds, and message changes shall be instantaneous and shall not contain such visual effects as fading or dissolving.
    - a. *Dissolve.* A mode of message transition on an electronic message display accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second message.
    - b. *Fade.* A mode of message transition on an electronic message display accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

In no event shall revolving, flashing or intermittent illumination be allowed. Where allowed, a message shall be displayed a minimum of eight seconds. Transition from one message to the next shall be instantaneous and shall not contain such visual effects as fading dissolves, flashing, etc.

4. *Illumination.* Display brightness shall be adjusted as ambient light levels change and shall be subject to review and regulation as determined by the DSR.
5. *Malfunction display lock.* Digital billboards shall contain a default design that will freeze the sign in one position if a malfunction occurs or in the alternative shut down.
6. *Emergency information.* The operator of a digital billboard shall at the request of the county government make every effort to display emergency messages, such as Amber Alerts, road closures and evacuation information, as a public service and at no cost to requesting authority. Such messages shall be displayed in appropriate locations and with appropriate frequency until the emergency no longer exists or the authority requests termination.

15:7.3. *Electronic changeable copy sign.* Electronic changeable copy signs are permitted within the general commercial and industrial development zoning district. Where permitted, signs shall be subject to the following regulations:

1. *Display area.* Changeable copy signs area must be limited to 20 percent of the total allowed sign area.
2. *Display.* No "scrolling displays," or the vertical movement of a static message or display on an electronic changeable message sign. No "traveling displays" or the horizontal movement of a static message or display on an electronic changeable message sign.
3. *Content.* Signs shall only provide public information such as gas price signs, time and temperature signs, and "open or closed" status.
4. *Message display interval.* These signs are only allowed to change when the content information changes; meaning the sign must be set in a non-flashing and non-animated mode. The electronic message shall not change of more than once every eight hours and shall not use flashing or blinking characters. Information pertaining to gas prices, time and temperature, and "open or closed" status may change more frequently, but not more than once per eight seconds.
5. *Color.* Text is limited to one color.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 2017-15, § 6, 6-19-17)

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## 15:8. Billboards.

15:8.1 *Approval by the planning commission.* The planning commission must approve, approve with conditions or deny all applications for new billboards, digital billboards or alterations to an existing non-digital billboard and digital billboards. A permit will be issued after the planning commission has approved the application. Section 15:8:3 includes the criteria planning commission will use for new billboards and Section 15:8.4 for digital billboards through the cap and replace provision, Section 15:8.2. The planning commission may require adjustments to the design and site location of proposed signs and reasonable conditions may be attached to an approval.

15:8.2 *Cap and replace.* In order to place a new non-digital billboard, the owner and advertising company must remove and abandon three active billboards. An active billboard is a billboard that has not been abandoned or which has changed the copy face or received income on the copy face within six months of the date of this ordinance. In order to place a new digital billboard or convert a non-digital billboard to a digital billboard, the owner and advertising company must remove and abandon four active billboards. Any new billboard or existing billboard which is converted to a digital billboard must adhere to all the requirements of article 15. All new billboards including the conversion of non-digital billboards to digital billboards allowed through this regulation must be approved by the planning commission.

15:8.3 *Billboards.* New non-digital billboards are only permitted through the cap and replace regulations, Section 15:8.2 and must be approved by the planning commission. Non-digital billboards shall be subject to the following regulations:

1. *Location.* New non-digital billboards are only permitted within the General Commercial and Industrial Development Zoning Districts along the interstate highways and frontage roads where their right-of-way is contiguous to an interstate highway provided these signs are located within 100 feet of the right-of-way of the interstate or frontage road.
2. *Minimum spacing.* Non-digital billboards located along an interstate may not be erected within 500 feet of an interchange or rest area. The interchange or rest area is considered to begin or end at the point where the pavement widens for an entrance or exit ramp. Non-digital billboards located along an interstate shall not be permitted to locate within 500 feet of another sign on the same side of the roadway. For frontage roads, no billboard shall be permitted to locate within a 1,000 foot radius of another off premise sign.
3. *Maximum sign face.* The maximum sign face for any non-digital billboard located along an interstate shall be 672 square feet plus a 10% allowance for copy extensions. A copy extension is the part of the copy which extends beyond the edge or border of the sign, sometimes called a "cut-out" or "drop-out."  
The sign face of a non-digital billboard on any other highway shall be 378 square feet plus 10% allowance for copy extensions.
4. *Maximum height.* Non-digital billboards located along interstate highways shall not exceed a height of 100 feet above the elevation of the highest travel lane at the location of the sign. The maximum height of non-digital billboards along other roadways shall not exceed 35 feet above the elevation of the roadway.
5. *Minimum height.* The minimum height of the display surface for non-digital billboards located along interstate highways shall be 15 feet above the elevation of the highest travel lane at the location of the sign. The minimum height of the display surface of non-digital billboards along other roadways shall be 15 feet above the elevation of the roadway, unless the Sign Face does not exceed 200 square feet and placement of the sign does not block visibility of an existing Identification Sign.

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6. *Other standards.* If any other governmental body (federal or state) also regulates billboards, to the extent allowed by law, the more restrictive or that imposing higher standards, shall govern.

15:8.4 *Digital billboards.* Digital billboards constitute a separate and distinct land use due to their size and prominence upon the landscape, and are therefore subject to the following separate regulatory provisions. It is the purpose of this ordinance to allow for the establishment of digital billboards under specific, limited circumstances. Existing non-digital billboards may be converted to a digital billboard, or a new digital billboard may be erected, through the cap and replace regulations, Section 15:8.2, and must be approved by the planning commission. Digital billboards shall be subject to the following regulations:

1. *Location.* Digital billboards are only permitted within 2,000 feet of the county border along Highway 17 north (Point South area) and south (state line area) and I-95 north (Point South area) and south (state line area) in the General Commercial Zoning District. Highway 17 south shall be measured from the highland of the S.C. side of the boundary 2,000 feet, not the river or marsh. Notwithstanding the foregoing reference to 2,000 feet, the Highway 17 north area shall only extend from 100 feet north of the intersection at Hamilton Place back to I-95.
2. *Distance.* The digital structure may not be located within 1,000 feet of the residential zoning district. Measurement shall be from the residential zoning district to the outermost portion of each sign.
3. *Spacing.* Digital Billboards may not be located within two miles of another existing digital billboard on the same side of the right-of-way. Measurement shall be to the outermost portion of each sign.
4. *Maximum sign face.* The maximum sign face for any digital billboard is limited to 560 square feet per face.
5. *Maximum height.* Digital billboards located along interstate highways shall not exceed a height of 100 feet above the elevation of the highest travel lane at the location of the sign. The maximum height of digital billboards along other roadways shall not exceed 45 feet above the elevation of the roadway.
6. *Minimum height.* The minimum height of the display surface for digital billboards located along interstate highways shall be 15 feet above the elevation of the highest travel lane at the location of the sign. The minimum height of the display surface of digital billboards along other roadways shall be 15 feet above the elevation of the roadway, unless the Sign Face does not exceed 150 square feet and placement of the sign does not block visibility of an existing identification sign.
7. *Message display intervals.* Each message appearing on a digital billboard face shall remain fixed for a minimum of eight seconds, and message changes shall be instantaneous and shall not contain such visual effects as fading or dissolving.
  - a. *Dissolve.* A mode of message transition on an electronic message display accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second message.
  - b. *Fade.* A mode of message transition on an electronic message display accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.In no event shall revolving, flashing or intermittent illumination be allowed. Where allowed, a message shall be displayed a minimum of eight seconds. Transition from one message to the next shall be instantaneous and shall not contain such visual effects as fading dissolves, flashing, etc.
8. *Illumination.* Display brightness shall be adjusted as ambient light levels change and shall be subject to review and regulation as determined by the DSR.
9. *Malfunction display lock.* Digital billboards shall contain a default design that will freeze the sign in one position if a malfunction occurs or in the alternative shut down.

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10. *Emergency and public service information.* The operator of a digital billboard shall, at the request of Jasper County Government, display emergency messages, such as Amber Alerts, road closures and evacuation information, as a public service and at no cost to Jasper County Government. Such messages shall be displayed in appropriate locations and with appropriate frequency on such digital billboard(s) until the emergency no longer exists or Jasper County Government requests termination. In addition, the operator of a digital billboard shall on a space available basis, and at the request of Jasper County Government, display one public service announcement (that promotes or benefits Jasper County) per advertising cycle on such digital billboard(s) faces(s).
  11. *Other standards.* If any other governmental body (federal or state) also regulates billboards, to the extent allowed by law, the more restrictive or that imposing higher standards, shall govern.

15:8.5 *South Carolina Code of Laws.* The sign regulations contained in this ordinance are supplemented by the requirements of the State of South Carolina Department of Transportation which regulates off-premise signs on interstate and federal aid road systems. See Section 15:1.3. Issuance of a Jasper County Zoning Permit does not imply approval of, or constitute a privilege to violate, any other applicable, federal, state or local statutes, ordinances, codes, regulations, or private restricted covenants. Applicants are specifically reminded of the Jasper County Code of Ordinances as it relates to initial and recurring annual fee for off-premise signs.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 16-07, § 3, 5-2-16; Ord. No. 2017-15, §§ 7, 8, 6-19-17)

## **15:9. Non-conforming signs and billboards.**

15.9.1 *Non-conforming signs and billboards.* Non-conforming signs may continue in operation and maintenance, provided that non-conforming signs shall not be:

1. Changed to or replaced with another non-conforming sign. However, this provision shall not prohibit a change in copy or graphics on the sign face of the sign;
2. Replaced with a digital, LED, or similar electronic sign, except as allowed by Article 15:8.1 and consistent with 15:8.2 and 15:8.4;
3. Structurally altered so as to extend their useful life;
4. Expanded;
5. Relocated, except in compliance with this section; and
6. Reestablished after damage or destruction of more than 50 percent of the replacement value of the same type sign at the time of such damage or destruction unless by vandalism or a criminal act conducted by a party not associated with the advertising company, sign owner or property owner.

This section shall not prevent repairing or restoring to a safe condition any part of a sign or sign structure, or normal maintenance operations performed on a sign or sign structure. The sign structure, or any of its members, may be replaced with only like or similar materials. Replacement may be made only on a pole for pole or member for member basis, and the original structure design may not be altered in any form. Lighting cannot be added to a non-illuminated sign.

When a sign is located on property which is condemned for right-of-way acquisition, one of the following standards shall apply:

1. A sign which is not located in, and does not overhang the new right-of-way, may remain in place.
2. When a sign located on a state or federal aid highway must be relocated off the new right-of-way, it shall, at a minimum, comply with state standards for such relocation; and

3. When a sign located on a county road must be relocated off the new right-of-way, it shall comply, as near as possible, with the setbacks established in this article.

15:9.2 *Amortization.*

- A. Non-conforming off premises signs shall be amortized and the non-conforming use discontinued as provided in Table 1.1, of this section, except, if the use of such off premises sign cannot be amortized due to its proximity to a federal aid primary road, interstate highway or national highway system road then the non-conforming off premises sign shall be discontinued if abandoned as defined Article 4, Definitions or if damaged more than fifty percent as defined in Section 15:9.1 (6) in which case such non-conforming use shall be permanently ended and discontinued and the remaining portions of the off premises sign removed.
- B. Amortization of non-conforming signs and billboards not subject to protection by reason of its proximity to federal aid primary road, interstate, highway or national highway system or otherwise protected under state or federal law or regulation, shall be subject to the following:
  1. Non-conforming signs and billboards shall be removed or otherwise made to conform to the provisions of this Article within the number of years set forth in the Amortization Schedule below, which shall begin to run on the date of enactment of this Ordinance.
  2. The amortization period set forth in the Amortization Schedule shall be conclusively presumed to have provided just compensation to the owner of the non-conforming sign or billboard and the owner of the real property on which the non-conforming sign or billboard is located for any property interest impacted by this Ordinance.
    - a. Provided, however, that if any amortization period is declared invalid and it is ordered or determined that the County is required to pay funds as compensation, that the County shall have the option to allow the non-conforming sign or billboard to continue in existence as a non-conforming use without payment of such funds until, in its sole discretion, the County determines that adequate funds exist to remove the non-conforming sign or billboard.
    - b. The failure of the County to remove any non-conforming sign shall not be construed as a waiver by the County to exercise any such rights in the future or demand strict compliance with the provisions of this Ordinance.
    - c. In the event a sign is protected as set forth in Section 15:9.2 above, the Amortization Schedule herein shall be deemed to incorporate such corresponding amortization period as may be provided in the protective statutes or regulations.

| <b>AMORTIZATION SCHEDULE</b>              |                                                                         |
|-------------------------------------------|-------------------------------------------------------------------------|
| <b>Original Cost of Sign or Billboard</b> | <b>Amortization Period from the Date of Enactment of this Ordinance</b> |
| Less than \$5,000.00                      | 5 years                                                                 |
| Greater than \$5,000.00                   | 8 years                                                                 |

3. Nothing herein shall be construed to make a sign in existence on the effective date of this ordinance which is currently an unlawful non-conforming sign already deemed to be abandon and/or subject to removal, subject to the extended amortization period of Section 15:9.2.

(Ord. No. 09-33, § 6, 12-14-09; Ord. No. 2017-15, §§ 9, 10, 6-19-17)

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### 15:10. Sign variances.

Any party who has been refused a sign permit for a proposed sign may file an appeal with in accordance with the zoning ordinance. In determining whether a variance is appropriate, the BZA shall study the sign proposal, giving consideration to any extraordinary circumstances, such as those listed below, that would cause practical difficulty in complying with the sign standards. The presence of any of the circumstances listed may be sufficient to justify granting a variance; however, the zoning BZA may decline to grant a variance even if certain of the circumstances are present.

In granting a variance, the BZA may attach such conditions regarding the location, character, and other features of the proposed sign as it may deem reasonable. In granting a variance, the BZA shall state the grounds and findings upon which it justifies granting the variance.

1. Permitted signage could not be easily seen by passing motorists due to the configuration of existing buildings, trees, or other obstructions.
2. Permitted signage could not be seen by passing motorists in sufficient time to permit safe deceleration and exit. In determining whether such circumstances exist, the zoning board of appeals shall consider the width of the road, the number of moving lanes, the volume of traffic, and speed limits.
3. Existing signs on nearby parcels would substantially reduce the visibility or advertising impact of a conforming sign on the subject parcel.
4. Construction of a conforming sign would require removal or severe alteration to natural features on the parcel, such as but not limited to: removal of trees, alteration of the natural topography, filling of wetlands, or obstruction of a natural drainage course.
5. Construction of a conforming sign would obstruct the vision of motorists or otherwise endanger the health or safety of passers-by.
6. Variance from certain sign regulations would be offset by increased building setback, increased landscaping, or other such enhancements, so that the net effect is an improvement in appearance of the parcel, compared to the result that would be otherwise achieved with construction of a conforming sign.
7. A sign which exceeds the permitted height or area standards of this article would be more appropriate in scale because of the large size or frontage of the parcel or building.

Adjustment in size, location. The BZA may, upon application by the property owner, make reasonable adjustment in the size and location requirements for any sign, where such action meets the following standards:

1. A variance is deemed in the public interest;
2. The variance would not adversely affect properties in the immediate vicinity of the proposed sign;
3. The alleged practical difficulty supporting the variance request results from conditions that do not generally exist throughout the county, and denial of a variance would preclude all reasonable use of the property;
4. Granting a variance would result in substantial justice being done, considering the public interests protected by the standards of this article, the individual hardships that would be suffered by denial of the variance and the rights of others throughout the county whose property may be affected by granting the variance;
5. The type of sign has been designed to make it compatible with the surrounding area.

(Ord. No. 09-33, § 6, 12-14-09)

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**15:11. Severability.**

If any section, clause, paragraph, sentence or phrase of this sign ordinance (Article 15 of Appendix A of the Jasper County Code of Ordinances) shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence or phrase shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the county council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

(Ord. No. 16-29, § 4, 10-3-16)

STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

ORDINANCE #O-2025-33

AN ORDINANCE  
OF JASPER COUNTY COUNCIL

To amend Jasper County Zoning Ordinance, Article 5, *Zoning District Regulations*, to add one (1) new primary zoning district, Village Commercial (VC), one (1) new overlay district, Euhaw Overlay District (EOD); amend Article 6, *Use Regulations*, to add uses for the VC zoning district; amend Article 7, *Primary Districts*, to add lot size, lot width, and setback requirements for VC zoning district, amend minimum lot width requirements in other zoning districts, and amend riparian buffer requirements; amend Article 8, *Special Purpose Districts*, to add a new section, Article 8:9 Euhaw Overlay District, which includes design standards and requirements for the Euhaw Overlay District (EOD); amend Article 11, *Conditional Use Review and Regulations*, to add conditions for certain uses; amend Article 15, *Sign Regulations* to add standards for the VC zoning district; amend the Jasper County Official Zoning Map to re-zone some properties within the Euhaw Broad River Planning Area to the Rural Preservation-Zoning District and the Village Commercial Zoning District; and other matters related thereto.

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

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

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

**WHEREAS**, several stakeholder meetings and public engagement meetings have been held over the past year; and

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

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

**WHEREAS**, the Jasper County Council finds that it is in the public interest to invoke the pending ordinance doctrine upon first reading of this Ordinance, and announced a public hearing to be held prior to or at second reading of this Ordinance, tentatively scheduled for August 19, 2024 regularly scheduled County Council meeting; and

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

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

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

**5:1. Establishment of zoning districts.**

| <b>PRIMARY DISTRICTS</b>         |                               |
|----------------------------------|-------------------------------|
| R                                | Residential                   |
| RRL                              | Residential, Ridgeland Lakes  |
| RP                               | Rural Preservation            |
| RE                               | Resource Extraction           |
| RC                               | Resource Conservation         |
| <b>VC</b>                        | <b>Village Commercial</b>     |
| CC                               | Community Commercial          |
| GC                               | General Commercial            |
| ID                               | Industrial Development        |
| MB                               | Mixed Business                |
| <b>SPECIAL PURPOSE DISTRICTS</b> |                               |
| PDD                              | Planned Development Districts |

|      |                                         |
|------|-----------------------------------------|
| FHOD | Flood Hazard Overlay Districts          |
| ACOD | Airport Compatibility Overlay Districts |
| LLOD | Levy-Limehouse Overlay District         |
| HCOD | Highway Corridor Overlay District       |
| IPOD | Interstate Proximity Overlay District   |
| SFFZ | Solar Farm Floating Zone                |
| GCOD | Gateway Corridor Overlay District       |
| EOD  | Euhaw Overlay District                  |

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

**VC - VILLAGE COMMERCIAL**

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

**CC - COMMUNITY COMMERCIAL**

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

**GC - GENERAL COMMERCIAL DISTRICT**

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

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

**EOD EUHAW OVERLAY DISTRICT**

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

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

**Section 6.1—Table 1**

|                                                                            | NAICS  | R              | RRL | RP | RC             | VC | CC | GC | ID | RE | MB |
|----------------------------------------------------------------------------|--------|----------------|-----|----|----------------|----|----|----|----|----|----|
| <b>Sector 11: Agriculture, Forestry, Fishing and Hunting (Sec. 6:2.16)</b> |        |                |     |    |                |    |    |    |    |    |    |
| Agricultural Production, Crops                                             | 111    | N              | N   | P  | P              | N  | N  | P  | P  | P  | N  |
| Agricultural Production, Livestock, Animals                                | 112    |                |     |    |                |    |    |    |    |    |    |
| Livestock, Except Feedlots (Article 11:7.1)                                | 112111 | C              | N   | C  | <del>P</del> C | N  | N  | N  | P  | C  | N  |
| Feedlots                                                                   | 112112 | N              | N   | N  | <del>P</del> C | N  | N  | N  | N  | N  | N  |
| Poultry and Eggs (Article 11:7.2)                                          | 1123   | C              | N   | C  | <del>P</del> C | C  | C  | N  | N  | C  | N  |
| Animal Specialties (Article 11:7.3)                                        | 1129   | C              | N   | C  | P              | N  | N  | N  | N  | C  | N  |
| Horses and Other Equine (Article 11:7.3.A)                                 | 11292  | <del>P</del> C | N   | P  | P              | N  | N  | N  | N  | P  | N  |
| General Farms                                                              | 11299  | <del>P</del> N | N   | P  | P              | N  | N  | P  | N  | P  | N  |
| Fishing, Hunting, Trapping                                                 | 1141-2 | N              | N   | P  | P              | N  | P  | P  | N  | P  | N  |
| Agricultural Services                                                      | 115    | N              | N   | P  | P              | N  | P  | P  | N  | P  | N  |
| Forestry                                                                   | 11531  | N              | N   | P  | P              | N  | N  | N  | P  | P  | N  |
| <b>Sector 21: Mining and Mine Operation</b>                                |        |                |     |    |                |    |    |    |    |    |    |
| Mining (Article 11:7.4)                                                    | 212    | N              | N   | N  | N              | N  | N  | N  | N  | C  | N  |
| <b>Sector 22: Utilities</b>                                                |        |                |     |    |                |    |    |    |    |    |    |
| Electric, Gas, and Sanitary Services                                       | 221    |                |     |    |                |    |    |    |    |    |    |
| Electric                                                                   | 2211   |                |     |    |                |    |    |    |    |    |    |
| Generation                                                                 | 22111  | N              | N   | N  | P              | N  | N  | P  | P  | N  | N  |
| Solar Electric Power Generation Accessory (Article 11:7.5B)                | 22114  | C              | C   | C  | C              | C  | C  | C  | C  | C  | C  |
| Solar Farm (See Article 8:7)                                               | 22114  |                |     |    |                |    |    |    |    |    |    |
| Transmission                                                               | 22112  | P              | P   | P  | P              | P  | P  | P  | P  | N  | P  |
| Natural Gas Distribution                                                   | 2212   | P              | P   | P  | P              | P  | P  | P  | P  | N  | P  |
| Water Supply Systems                                                       | 22131  |                |     |    |                |    |    |    |    |    |    |
| Storage/Treatment                                                          | 22131  | N              | N   | P  | P              | N  | P  | P  | P  | N  | P  |

|                                                                 | NAICS  | R | RRL | RP | RC | VC | CC | GC | ID | RE | MB |
|-----------------------------------------------------------------|--------|---|-----|----|----|----|----|----|----|----|----|
| Transmission                                                    | 22131  | P | P   | P  | P  | P  | P  | P  | P  | N  | P  |
| Sewerage Systems                                                | 22132  |   |     |    |    |    |    |    |    |    |    |
| Collection                                                      | 22132  | P | P   | P  | P  | P  | P  | P  | P  | N  | P  |
| Treatment (Article 11:7.5)                                      | 22132  | N | N   | N  | P  | N  | C  | P  | P  | N  | P  |
| <b>Sector 23: Construction</b>                                  |        |   |     |    |    |    |    |    |    |    |    |
| Bldg. Construction-General Contract and Operative Builders      | 233    | N | N   | N  | N  | N  | N  | P  | P  | N  | P  |
| Heavy Construction other than Building Construction-Contractors | 234    | N | N   | N  | N  | N  | N  | P  | P  | N  | P  |
| Special Trade Contractors (Article 11:7.6)                      | 235    | N | N   | N  | N  | N  | C  | P  | P  | N  | P  |
| <b>Sector 31-33: Manufacturing (Article 11:7.7)</b>             |        |   |     |    |    |    |    |    |    |    |    |
| Food                                                            | 311    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Beverage and Tobacco                                            | 312    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Textile Mills                                                   | 313    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Textile Product Mills                                           | 314    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Apparel                                                         | 315    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Leather and Allied Products                                     | 316    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Wood Products                                                   | 321    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Paper                                                           | 322    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Printing and Related Activities                                 | 323    | N | N   | N  | N  | N  | N  | P  | P  | N  | C  |
| Petroleum Products                                              | 324    | N | N   | N  | N  | N  | N  | N  | P  | N  | N  |
| Chemical Products                                               | 325    | N | N   | N  | N  | N  | N  | N  | P  | N  | N  |
| Plastic and Rubber Products                                     | 326    | N | N   | N  | N  | N  | N  | N  | P  | N  | N  |
| Nonmetallic Mineral Products                                    | 327    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Primary Metal                                                   | 331    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Fabricated Metal Products                                       | 332    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Machinery                                                       | 333    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Computer and Electronic Products                                | 334    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Electrical Equipment, Appliances and Components                 | 335    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Transportation Equipment                                        | 336    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Furniture and Related Products                                  | 337    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| Miscellaneous Manufacturing                                     | 339    | N | N   | N  | N  | N  | N  | N  | P  | N  | C  |
| <b>Sector 42: Wholesale Trade (Article 11:7.8)</b>              |        |   |     |    |    |    |    |    |    |    |    |
| Wholesale Trade-Durable Goods                                   | 421    | N | N   | N  | N  | N  | N  | P  | P  | N  | P  |
| Used Motor Vehicle Parts, (Article 11:7.8)                      | 421140 | N | N   | N  | N  | N  | N  | N  | C  | N  | N  |
| Recyclable Material, (Article 11:7.8)                           | 42193  | N | N   | N  | N  | N  | N  | N  | C  | N  | N  |
| Junkyards (Article 18)                                          |        | N | N   | N  | N  | N  | N  | N  | C  | N  | N  |
| Wholesale Trade-Nondurable Goods                                | 422    | N | N   | N  | N  | N  | N  | P  | P  | N  | P  |
| <b>Sector 44-45: Retail Trade</b>                               |        |   |     |    |    |    |    |    |    |    |    |
| Motor Vehicle and Parts                                         | 441    | N | N   | N  | N  | N  | N  | P  | P  | N  | P  |
| Automobile Dealers (Article 11:7.9)                             | 4411   | N | N   | N  | N  | N  | C  | P  | P  | N  | P  |

|                                                           | NAICS  | R | RRL | RP | RC | VC | CC | GC | ID | RE | MB |
|-----------------------------------------------------------|--------|---|-----|----|----|----|----|----|----|----|----|
| Automotive Parts and Accessories Store (Article 11:7.9A)  | 441310 | N | N   | N  | N  | N  | C  | P  | P  | N  | P  |
| Furniture and Home Furnishings                            | 442    | N | N   | N  | N  | P  | P  | P  | N  | N  | P  |
| Electronics and Appliances                                | 443    | N | N   | N  | N  | P  | P  | P  | N  | N  | P  |
| Building Materials, Garden Supplies                       | 444    |   |     |    |    |    |    |    |    | N  |    |
| Lumber and Building Materials (Article 11:7.10)           | 4441   | N | N   | N  | N  | N  | C  | P  | P  | N  | P  |
| Hardware Stores                                           | 444130 | N | N   | N  | N  | P  | P  | P  | P  | N  | P  |
| Lawn and Garden Equipment and Supplies Stores             | 4442   | N | N   | N  | N  | P  | P  | P  | P  | N  | P  |
| Food and Beverage Stores                                  | 445    |   |     |    |    |    |    |    |    |    |    |
| Grocery Stores                                            | 4451   | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Convenience Stores                                        | 44512  | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Specialty Stores                                          | 4452   | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Fruit and Vegetable                                       | 44523  | N | N   | P  | P  | P  | P  | P  | N  | N  | N  |
| Beer, Wine, and Liquor                                    | 4453   | N | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| Health and Personal Care                                  | 446    | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Gasoline Stations (Article 11.7.10A)                      | 447    | N | N   | N  | N  | C  | P  | P  | P  | N  | N  |
| Truck Stops                                               | 44719  | N | N   | N  | N  | N  | N  | N  | P  | N  | N  |
| Clothing and Accessory Stores                             | 448    | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Sporting Goods, Hobbies, Books, and Music                 | 451    | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| General Merchandise Stores                                | 452    | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Miscellaneous Retail                                      | 453    | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Flea Markets                                              | 4533   | N | N   | N  | N  | N  | N  | P  | N  | N  | P  |
| Manufactured Home Dealers                                 | 45393  | N | N   | N  | N  | N  | N  | P  | N  | N  | P  |
| Non-Store Retailers                                       | 454    | N | N   | N  | N  | N  | P  | P  | P  | N  | C  |
| Fuel Dealers (Article 11:7.11)                            | 45431  | N | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| <b>Sector 48-49: Transportation and Warehousing</b>       |        |   |     |    |    |    |    |    |    |    |    |
| Air Transportation (Article 8:3)                          | 481    | N | N   | N  | N  | N  | N  | C  | C  | C  | N  |
| Rail Transportation                                       | 482    | N | N   | N  | N  | N  | P  | P  | P  | N  | C  |
| Water Transportation                                      | 483    | N | N   | N  | N  | P  | P  | P  | P  | N  | C  |
| Truck Transportation                                      | 484    | N | N   | N  | N  | N  | N  | P  | P  | N  | C  |
| Used Household and Office Goods Moving (Article 11:7.11A) | 484210 | N | N   | N  | N  | N  | C  | P  | P  | N  | C  |
| Transit and Ground Passenger Transportation               | 485    | N | N   | N  | N  | N  | P  | P  | P  | N  | C  |
| Pipeline for Transportation                               | 486    | N | N   | N  | N  | N  | N  | P  | P  | N  | C  |
| Scenic and Sightseeing Transportation Storage             | 487    | N | N   | P  | N  | N  | N  | P  | P  | N  | C  |
| Support Activities for Transportation                     | 488    | N | N   | N  | N  | N  | N  | P  | P  | N  | C  |
| Motor Vehicle Towing                                      | 488410 | N | N   | N  | N  | N  | N  | C  | C  | N  | C  |
| US Postal Service                                         | 491    | N | N   | P  | N  | P  | P  | P  | P  | N  | P  |
| Warehousing and Storage                                   | 493    | N | N   | N  | N  | N  | N  | P  | P  | N  | C  |

|                                                                                         | NAICS  | R              | RRL | RP | RC             | VC | CC | GC | ID | RE | MB |
|-----------------------------------------------------------------------------------------|--------|----------------|-----|----|----------------|----|----|----|----|----|----|
| <b>Sector 51: Information</b>                                                           |        |                |     |    |                |    |    |    |    |    |    |
| Publishing Industries                                                                   | 511    | N              | N   | N  | N              | N  | N  | P  | P  | N  | P  |
| Motion Pictures and Sound Industries                                                    | 512    | N              | N   | N  | N              | N  | N  | P  | P  | N  | P  |
| Motion Picture Theaters                                                                 | 512131 | N              | N   | N  | N              | N  | N  | P  | N  | N  | N  |
| Broadcasting and Telecommunications                                                     | 513    | N              | N   | N  | N              | N  | P  | P  | P  | N  | P  |
| Communication Towers and Ant. (Article 11:7.12)                                         | 5131   | C              | C   | C  | C              | C  | C  | C  | C  | C  | C  |
| Information Services and Data Processing                                                | 514    | N              | N   | N  | N              | N  | P  | P  | P  | N  | P  |
| Libraries (Article 11:7.13)                                                             | 51412  | C              | C   | N  | <del>P</del> N | P  | P  | P  | P  | N  | N  |
| <b>Sector 52: Finance and Insurance</b>                                                 |        |                |     |    |                |    |    |    |    |    |    |
| Banks                                                                                   | 521    | N              | N   | N  | <del>P</del> N | P  | P  | P  | P  | N  | N  |
| Credit Intermediation                                                                   | 522    | N              | N   | N  | N              | N  | P  | P  | P  | N  | N  |
| Pawn Shops                                                                              | 522298 | N              | N   | N  | N              | N  | N  | P  | N  | N  | N  |
| Security and Commodity Contracts, and Financial Investments                             | 523    | N              | N   | N  | N              | P  | P  | P  | P  | N  | N  |
| Insurance Carriers and Related Activities                                               | 524    | N              | N   | N  | N              | P  | P  | P  | P  | N  | N  |
| Funds, Trust, and Other Financial Vehicles                                              | 525    | N              | N   | N  | N              | P  | P  | P  | P  | N  | N  |
| <b>Sector 53: Real Estate, Rental and Leasing</b>                                       |        |                |     |    |                |    |    |    |    |    |    |
| Real Estate                                                                             | 531    | N              | N   | N  | N              | N  | P  | P  | P  | N  | N  |
| Mini-Warehouses (Article 11:7.14)                                                       | 53113  | N              | N   | N  | N              | N  | N  | C  | P  | N  | C  |
| Offices of Real Estate Agents and Brokers                                               | 5312   | N              | N   | N  | N              | P  | P  | P  | P  | N  | P  |
| Rental and Leasing Services                                                             | 532    | N              | N   | N  | N              | N  | P  | P  | N  | N  | P  |
| Video Tape Rental                                                                       | 53223  | N              | N   | N  | N              | N  | P  | P  | N  | N  | N  |
| <b>Sector 54: Professional, Scientific, and Technical Services</b>                      |        |                |     |    |                |    |    |    |    |    |    |
| Professional, Scientific, Technical Services                                            | 541    | N              | N   | N  | N              | P  | P  | P  | P  | N  | P  |
| Display Advertising - Signs                                                             | 54185  | See Article 15 |     |    |                |    |    |    |    |    |    |
| Veterinary Services                                                                     | 54194  | N              | N   | N  | <del>P</del> N | P  | P  | P  | N  | N  | P  |
| <b>Sector 55: Management of Companies and Enterprise</b>                                |        |                |     |    |                |    |    |    |    |    |    |
| Management of Companies and Enterprises                                                 | 551    | N              | N   | N  | N              | P  | P  | P  | P  | N  | P  |
| <b>Sector 56: Administrative and Support, Waste Management and Remediation Services</b> |        |                |     |    |                |    |    |    |    |    |    |
| Administrative and Support Services                                                     | 561    | N              | N   | N  | N              | N  | P  | P  | P  | N  | P  |
| Repossession Services (Article 11:7.11B)                                                | 561491 | N              | N   | N  | N              | N  | N  | C  | C  | N  | C  |
| Landscape Services                                                                      | 56173  | N              | N   | N  | N              | N  | P  | P  | P  | N  | P  |
| Waste Management Services                                                               | 562    |                |     |    |                |    |    |    |    |    |    |
| Waste Collection (Article 11:7.15)                                                      | 5621   | N              | N   | N  | N              | N  | N  | N  | C  | N  | N  |
| Hazardous Waste Treatment and Disposal                                                  | 562211 | N              | N   | N  | N              | N  | N  | N  | N  | N  | N  |
| Solid Waste Landfill (Article 11:7.16)                                                  | 562212 | N              | N   | N  | N              | N  | N  | N  | C  | N  | N  |

|                                                                              | NAICS  | R | RRL | RP | RC | VC | CC | GC | ID | RE | MB |
|------------------------------------------------------------------------------|--------|---|-----|----|----|----|----|----|----|----|----|
| Solid Waste Incinerators<br>(Article 11:7.17)                                | 562213 | N | N   | N  | N  | N  | N  | N  | C  | N  | N  |
| Material Recovery Facilities<br>(Article 11:18)                              | 56292  | N | N   | N  | N  | N  | N  | N  | C  | N  | N  |
| All Other Waste Management<br>(Article 11:19)                                | 56299  | N | N   | N  | N  | N  | N  | N  | C  | N  | N  |
| <b>Sector 61: Educational Services</b>                                       |        |   |     |    |    |    |    |    |    |    |    |
| Educational Services                                                         | 611    |   |     |    |    |    |    |    |    |    |    |
| Elementary Schools                                                           | 6111   | P | N   | P  | N  | N  | P  | P  | N  | N  | N  |
| Secondary Schools                                                            | 6111   | P | P   | P  | N  | N  | P  | P  | N  | N  | N  |
| Jr. Colleges, Colleges,<br>Universities, Professional<br>Schools             | 6112-3 | N | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| Business Schools, Computer,<br>and Management Training<br>(Article 11:7.19a) | 6114-5 | N | N   | N  | N  | C  | P  | P  | P  | N  | N  |
| Other Schools and Instruction<br>(Article 11:7.19a)                          | 6116   | C | C   | N  | N  | C  | P  | P  | N  | N  | N  |
| Educational Support Services                                                 | 6117   | N | N   | N  | N  | N  | N  | P  | P  | N  | N  |
| <b>Sector 62: Health Care and Social Assistance</b>                          |        |   |     |    |    |    |    |    |    |    |    |
| Ambulatory Health Care<br>Services                                           | 621    | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Hospitals                                                                    | 622    | N | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| Nursing and Residential Care<br>Facilities                                   | 623    | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Nursing Care Facilities (Article<br>11:7.20)                                 | 6231   | C | C   | C  | N  | P  | P  | P  | N  | N  | N  |
| Community Care for Elderly<br>(Article 11:7.21)                              | 6233   | C | C   | C  | N  | P  | P  | P  | N  | N  | N  |
| Other Residential Care<br>Facilities ( Article 11:7.21A)                     | 623990 | C | C   | C  | N  | P  | P  | P  | N  | N  | N  |
| Social Assistance                                                            | 624    | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Individual and Family Services                                               | 6241   | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Community, Food, and<br>Housing and Emergency and<br>Relief Services         | 6242   | N | N   | N  | N  | P  | P  | P  | N  | N  | N  |
| Vocational Rehabilitation<br>Services                                        | 6243   | N | N   | N  | N  | P  | P  | P  | P  | N  | N  |
| Day Care Services (Article<br>11:7.22)                                       | 6244   | C | C   | C  | N  | C  | C  | C  | C  | N  | N  |
| <b>Sector 71: Arts, Entertainment, and Recreation</b>                        |        |   |     |    |    |    |    |    |    |    |    |
| Performing Arts, Spectator<br>Sports and Related Industries                  | 711    | N | N   | N  | N  | N  | N  | P  | N  | N  | N  |
| Museums, Historical Sites, and<br>Similar Institutions (Article<br>11:7.23)  | 712    | N | N   | C  | C  | C  | P  | P  | N  | N  | N  |
| Amusement, Gambling, and<br>Recreation                                       | 713    | N | N   | N  | N  | N  | N  | P  | N  | N  | N  |
| Golf Courses and Country<br>Clubs                                            | 71391  | P | P   | P  | P  | N  | P  | P  | N  | N  | N  |
| Marinas (Article 11:7.24)                                                    | 71393  | N | N   | N  | P  | N  | P  | P  | P  | N  | N  |

|                                                                                    | NAICS  | R | RRL | RP | RC | VC | CC | GC | ID | RE | MB |
|------------------------------------------------------------------------------------|--------|---|-----|----|----|----|----|----|----|----|----|
| Gun Club and Skeet Ranges<br>(Article 11:7.25)                                     | 713990 | N | N   | C  | C  | N  | N  | C  | N  | N  | N  |
| <b>Sector 72: Accommodation and Food Services</b>                                  |        |   |     |    |    |    |    |    |    |    |    |
| Accommodations                                                                     | 721    |   |     |    |    |    |    |    |    |    |    |
| Hotels and Motels                                                                  | 72111  | N | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| Bed and Breakfast Inns<br>(Article 11:7.26)                                        | 721191 | C | C   | C  | C  | P  | P  | P  | N  | N  | N  |
| Camps and Recreational<br>Vehicle Parks (Article 11:7.27)                          | 72121  | N | N   | C  | C  | C  | C  | C  | N  | N  | N  |
| Rooming and Boarding<br>Houses, Dormitories, Group<br>Housing                      | 72131  | N | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| Eating Places                                                                      | 7221-3 | N | N   | P  | N  | P  | P  | P  | P  | N  | N  |
| Fast Food Restaurants                                                              |        | N | N   | N  | N  | N  | P  | P  | P  | N  | N  |
| Drinking Places                                                                    | 7224   | N | N   | N  | N  | N  | N  | P  | N  | N  | N  |
| <b>Sector 81: Other Services (except Public Administration)</b>                    |        |   |     |    |    |    |    |    |    |    |    |
| Auto Repair and Maintenance<br>(Article 11:7.27A)                                  | 8111   | N | N   | N  | N  | N  | C  | C  | C  | N  | C  |
| Personal and Laundry Services                                                      | 812    |   |     |    |    |    |    |    |    |    |    |
| Personal Care Services (Article<br>11:7.28)                                        | 8121   | N | N   | N  | N  | P  | P  | P  | P  | N  | N  |
| Funeral Homes and Services                                                         | 81221  | N | N   | N  | N  | P  | P  | P  | P  | N  | N  |
| Cemeteries (Article 11:7.29)                                                       | 81222  | N | N   | C  | C  | C  | C  | C  | C  | N  | N  |
| Crematories                                                                        | 81222  | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| Laundry and Dry Cleaning<br>Services                                               | 8123   | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| Coin Operated Laundries/Dry<br>Cleaning                                            | 81231  | N | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| Pet Care Services (Except for<br>Animal Shelters)                                  | 81291  | N | N   | N  | N  | N  | N  | P  | P  | N  | N  |
| Animal Shelters Only (Article<br>11:7.29A)                                         | 812910 | N | N   | C  | N  | N  | N  | P  | P  | N  | N  |
| Automotive Parking Lots and<br>Garages                                             | 81293  | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| Sexually Oriented Business<br>(Article 17)                                         | 81299  | N | N   | N  | N  | N  | N  | C  | N  | N  | N  |
| All Other Personal Services                                                        | 81299  | N | N   | N  | N  | N  | P  | P  | N  | N  | N  |
| Religious, Fraternal,<br>Professional, Political, Civic,<br>Business Organizations | 813    |   |     |    |    |    |    |    |    |    |    |
| Religious Organizations                                                            | 81311  | P | P   | P  | P  | P  | P  | P  | P  | N  | N  |
| All Other Organizations                                                            | 8132-9 | N | N   | N  | N  | P  | P  | P  | P  | N  | N  |
| <b>Sector 92: Public Administration</b>                                            |        |   |     |    |    |    |    |    |    |    |    |
| Executive, Legislative, and<br>General Govt.                                       | 921    | N | N   | N  | N  | P  | P  | P  | P  | N  | P  |
| Justice, Public Order and<br>Safety                                                | 922    | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| Courts                                                                             | 92211  | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| Police Protection                                                                  | 92212  | P | P   | P  | P  | P  | P  | P  | P  | N  | P  |
| Correctional Institutions                                                          | 92214  | N | N   | N  | N  | N  | N  | N  | P  | N  | P  |
| Fire Protection                                                                    | 92216  | P | P   | P  | P  | P  | P  | P  | P  | N  | P  |

|                                                               | NAICS  | R | RRL | RP | RC | VC | CC | GC | ID | RE | MB |
|---------------------------------------------------------------|--------|---|-----|----|----|----|----|----|----|----|----|
| Administration of Human Resources                             | 923    | N | N   | N  | N  | P  | P  | P  | P  | N  | P  |
| Administration Of Environmental Quality and Housing Program   | 924-5  | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| Public Parks and Recreation                                   | 924120 | P | P   | P  | P  | P  | P  | P  | P  | N  | P  |
| Administration of Housing, Planning, CD Programs              | 925    | N | N   | N  | N  | P  | P  | P  | P  | N  | P  |
| Administration of Economic Programs                           | 926    | N | N   | N  | N  | N  | P  | P  | P  | N  | P  |
| <b>Residential Uses</b>                                       |        |   |     |    |    |    |    |    |    |    |    |
| <b>Site Built Housing</b>                                     |        |   |     |    |    |    |    |    |    |    |    |
| Existing Single-Family Detached                               | NA     | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Single-Family Detached                                        | NA     | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Second Single-Family Residential Dwelling Unit (Sec. 11:7.30) | NA     | C | N   | C  | N  | C  | C  | N  | N  | N  | N  |
| Duplexes (Sec 11:7.31)                                        | N/A    | N | N   | N  | N  | C  | C  | C  | N  | N  | N  |
| Multi-Family Apartments ( Sec 11:7.31A)                       | N/A    | N | N   | N  | N  | N  | C  | C  | N  | N  | N  |
| Townhouses (Sec 11:7.32)                                      | N/A    | N | N   | N  | N  | N  | C  | C  | N  | N  | N  |
| Patio Houses (Sec 11:7.33)                                    | N/A    | N | N   | N  | N  | N  | C  | C  | N  | N  | N  |
| <b>Manufactured Housing (Article 12:9)</b>                    |        |   |     |    |    |    |    |    |    |    |    |
| Residential Designed (Sec. 11:7.30B)                          | NA     | P | N   | P  | P  | C  | C  | N  | N  | N  | N  |
| Standard Designed (Sec. 11:7.30B)                             | NA     | P | N   | P  | P  | C  | C  | N  | N  | N  | N  |
| Second Unit, Family Member Only (Sec. 11:7.34)                | N/A    | C | N   | C  | N  | C  | C  | N  | N  | N  | N  |
| <b>Family Estate</b>                                          |        |   |     |    |    |    |    |    |    |    |    |
| Existing Single-Family Detached (Sec. 11:7.35)                | NA     | C | N   | C  | N  | C  | C  | C  | N  | N  | N  |
| Single-Family Detached (Sec. 11:7.35)                         | NA     | C | N   | C  | N  | C  | C  | C  | N  | N  | N  |
| Manufactured Housing, Residential Designed (Sec. 11:7.35)     | NA     | C | N   | C  | N  | C  | C  | C  | N  | N  | N  |
| Manufactured Housing, Standard Designed (Sec. 11:7.35)        | NA     | C | N   | C  | N  | C  | C  | C  | N  | N  | N  |
| <b>Accessory Uses to Residential Uses</b>                     |        |   |     |    |    |    |    |    |    |    |    |
| Bathhouses and Cabanas                                        | NA     | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Domestic Animal Shelters                                      | NA     | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Non-Commercial Greenhouses                                    | NA     | P | P   | P  | P  | P  | P  | N  | N  | N  |    |
| Private Garage and Carport                                    | NA     | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Storage Building                                              | NA     | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Swimming Pool, Tennis Courts                                  | NA     | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Auxiliary Shed, Workshop                                      | NA     | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Home Occupation (Article 11:7.36)                             | NA     | C | C   | C  | C  | C  | C  | C  | N  | N  | N  |
| Horticulture, Gardening                                       | NA     | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |

|                                                              | NAICS | R | RRL | RP | RC | VC | CC | GC | ID | RE | MB |
|--------------------------------------------------------------|-------|---|-----|----|----|----|----|----|----|----|----|
| Family Day Care Home                                         | NA    | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| Satellite Dishes, etc.                                       | NA    | P | P   | P  | P  | P  | P  | P  | N  | N  | N  |
| <b>Accessory Uses to Non-Residential Uses</b>                |       |   |     |    |    |    |    |    |    |    |    |
| Buildings, Structures, Lift Stations, etc. (Article 11:7.37) | NA    | N | N   | C  | C  | C  | P  | P  | P  | N  | C  |
| Open Storage (Article 11:7.38)                               | NA    | N | N   | N  | C  | N  | C  | C  | C  | C  | C  |
| <b>Temporary Uses</b>                                        |       |   |     |    |    |    |    |    |    |    |    |
| All Temporary Uses; Non-Residential (Article 11:7.39)        | NA    | C | C   | C  | C  | C  | C  | C  | C  | C  | C  |
| Temporary Accessory Dwelling Unit (Article 11:7.40)          | NA    | C | C   | C  | C  | C  | C  | C  | N  | N  | C  |

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

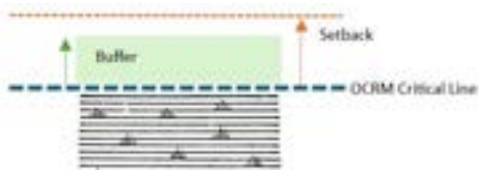
**Table 1:  
Schedule of Lot Area, Yard, Setback, and Density By District**

|                                                                                 | R       | RRL   | RP      | RC      | VC      | CC     | GC     | ID     | RE      | MB     |
|---------------------------------------------------------------------------------|---------|-------|---------|---------|---------|--------|--------|--------|---------|--------|
| <b>Minimum Lot per Unit</b>                                                     |         |       |         |         |         |        |        |        |         |        |
| Non Residential Area (SF)                                                       | 40,000  | N/A   | 2 acres | 2 acres | 10,000  | 10,000 | 10,000 | 12,000 | 2 acres | 12,000 |
| <b>Residential</b>                                                              |         |       |         |         |         |        |        |        |         |        |
| Single-Family                                                                   | .5 acre | 7,800 | 1 acre  | 5 acres | .5 acre | (B)    | (A)    | N/A    | N/A     | N/A    |
| Patio                                                                           | N/A     | N/A   | N/A     | N/A     | N/A     | (B)    | 3,500  | N/A    | N/A     | N/A    |
| Duplex                                                                          | N/A     | N/A   | N/A     | N/A     | (B)     | (B)    | (A)    | N/A    | N/A     | N/A    |
| Townhome                                                                        | N/A     | N/A   | N/A     | N/A     | N/A     | 3,500  | 2,000  | N/A    | N/A     | N/A    |
| (A) 4 per acre for single-family dwelling units; 6 per acre for attached units. |         |       |         |         |         |        |        |        |         |        |
| (B) 2 per acre for single-family dwelling units; 4 per acre for attached units. |         |       |         |         |         |        |        |        |         |        |

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

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

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



The buffer area shall remain undeveloped, except for piers, docks and pervious access paths to the water or wetlands bank. Any disturbance of the buffer area shall adhere to OCRM's Best

Management Practices (BMPs). Riparian buffers shall also be in accordance with any applicable state and federal regulation.

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

**Riparian Buffer and Setback Table**

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

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

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

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

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

1. Residential - playgrounds, fire pits, outdoor furniture, pervious hardscapes, uncovered decks, pools, etc.
2. Non-Residential - picnic shelters, pervious hardscapes such as sidewalks and patios, etc.

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

**8:9 Euhaw Overlay District (EOD)**

**8:9.1 Purpose and Intent**

**8:9.2 Application**

**8:9.3 Use Regulations**

**8:9.4 Design and Development Standards**

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

**8:9.5 Non-Conforming Lots**

**8:9.6 PDD Standards**

**8:9 Euhaw Overlay District (EOD)**

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

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

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

**8:9.3 Use Regulations:**

**1.** Uses shall be governed by the underlying zoning district, provided however than any use that is permitted only in CC, GC, ID, RE, or MB shall be prohibited, except for properties having direct access to US Highway 17 or US Highway 170.

**2.** Within the Euhaw Overlay District (EOD), zoning map amendments shall be evaluated within the following criteria:

A. Except for properties having direct access to US Highway 17 or US Highway 170, no property shall be rezoned to a nonresidential district unless it is located at the intersection of a state highway or major roadway with another existing street with access provided by the lower-order street. Those properties having direct access to US Highway 17 or US Highway 170 must comply with the shared access and driveway separation provisions of the Jasper County Land Development Regulations, Article 8.13 (See Also Article 3.9.A.3).

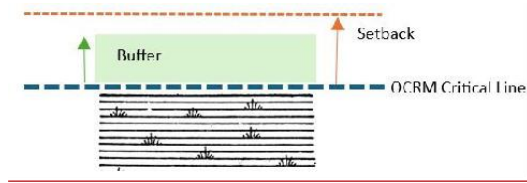
B. No property shall be zoned to Residential (R) unless designated in a Transition Zone

according to the Future Land Use Map.

**8:9.4 Design and Development Standards.**

1. Required buffers and private wastewater system setbacks

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



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

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

**Riparian Buffer and Setback Table**

| Water Resource                                                                                    | Private Wastewater System Setback Requirements |                                        | Riparian Buffer Requirements          |                           |                                                    |
|---------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------|---------------------------------------|---------------------------|----------------------------------------------------|
|                                                                                                   | Individual Septic Tank and Drain Field         | Multi-Unit Wastewater Treatment System | Primary Structure Buffer <sup>2</sup> | Primary Structure Setback | Accessory Building (under 750 square feet) Setback |
| Critical Area (Coastal Waters, Tidelands, Marshes, Beach/Dune System)                             | 125'                                           | 1000'                                  | 75'                                   | 100'                      | 85'                                                |
| Jurisdictional Wetlands                                                                           | 100' <sup>1</sup>                              | 400'                                   | 50'                                   | 75'                       | 80'                                                |
| Non-Jurisdictional Wetlands                                                                       | 100' <sup>1</sup>                              | 400'                                   | 50'                                   | 75'                       | 80'                                                |
| Rivers, Streams, including stormwater management facilities such as ditches and stormwater swales | 100' <sup>1</sup>                              | 400'                                   | 75'                                   | 100'                      | 85'                                                |

<sup>1</sup>The drain field setback may be reduced to 75' if the applicant can demonstrate the seasonal high-water table is more than 15" below the trench bottom.

<sup>2</sup>The above buffers are total average widths; with no part of the buffer measuring less than 50 percent of the required width.

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

- i. Trees can be limbed up to fifteen (15) feet.
- ii. Under brush can be cleared down to no less than four (4) inches above grade.

iii. Unprotected trees under three-inch caliper can be cut.

2. Requirements for lots served by private wastewater systems

A. Minimum lot size required. For properties not served by public sewer, no new lot shall be created after the [EFFECTIVE DATE] smaller than one acre in size. For lots with a second dwelling unit, the minimum lot size shall be two acres.

B. Septic Reserve Area required. Properties within the EOD are required to demonstrate an area of the property which is to remain undeveloped for use as a septic reserve area (SRA). The SRA must be shown as a part of the septic system prior to the issuance of a building permit. Lots of record as of [EFFECTIVE DATE] may be exempt from this requirement at the discretion of the DSR based on lot size, natural features, or other physical constraints of the lot.

C. The distance between the septic tank trench bottom and the seasonal high-water shall be a minimum of eighteen (18) inches.

D. Maintenance required.

3. Access management

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

A. Consolidation of Access Points:

i. Driveway and/or other access separation along the corridor shall be in accordance with the SCDOT, Access and Roadside Management Standards. In no event, however, shall residential driveways and non-residential full-access curb cuts be permitted at spacing less than as follows:

- i. Principal Arterial road: 1,500 feet
- ii. Minor Arterial road: 1000 feet
- iii. Major Collector road: 800 feet
- iv. Minor Collector road: 400 feet
- v. Residential/Subcollector road: 200 feet

ii. Shared driveways between two or more parcels shall be required where there is not a conflict in use and a shared driveway is not restricted by topography or other existing site features. Shared driveways shall require mutually executed shared access agreements; and

iii. Unless restricted by topography or other natural site features, adjoining parking lots serving non-residential buildings of non-conflicting use shall be connected and shall require mutually executed shared access agreements.

B. Stub Outs:

i. Where an undeveloped adjacent parcel exists, a stub out or cross-access easement for

future stub out, shall be required to allow for connection to future parking and/or shared driveways; and

- ii. Where a developed adjacent parcel exists, existing stub outs shall be utilized.

#### 4. Stormwater Management

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

#### 5. Fill Restrictions

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

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

#### B. Fill Restriction.

- i. The amount of allowable fill must not increase the existing natural grade of the property by more than three vertical feet.
- ii. The only portion of the property that may be filled is the area underneath the elevated structure, together with driveway and walkway access to the structure; Fill shall taper at a maximum slope of 1:3 from a five-foot perimeter around the outer foundation to the existing site elevation. The minimum amount of fill necessary for grading is permitted for parking, stormwater, and roads.
- iii. If the lot area is 20 acres or more, in no case shall the maximum lot area of the property filled exceed 33.33 percent of the total area of the lot.
- iv. If a new or reconstructed structure is to be elevated utilizing fill material, any required

building elevation standard exceeding the three-foot fill limitation must be achieved through the use of elevation foundations, piers or similar structural elevation techniques that are in compliance with then-applicable county building code requirements as certified by a structural engineer.

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

### C. Administration

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

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

## 6. Non-Residential Design Standards

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

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

### A. Design Principles:

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

- viii. Accessory buildings: Outbuildings, such as sheds or storage areas, should blend seamlessly with the main house. Their design should follow the same principles as the primary structure. **Accessory Buildings are limited to 1,500 square feet.**
- ix. Trim: Trim details, such as cornices, moldings, and brackets, enhance the overall appearance. Simplicity and craftsmanship are defining elements of Lowcountry buildings.
- B. Siding: Wood clapboard, wood board and batten, wood shingle siding, brick, natural stone, stucco, tabby, faced concrete block, and any artificial siding material which closely resembles the natural materials listed above. Siding may be left natural or painted, stained or, in the case of wood, weathered.
- C. Roofs: Wood shingles, slate shingles, multi-layered asphalt shingles, metal raised seam or tiles.
- D. Features: Pitched roofs, roof overhangs, covered porches, canopies, awnings, trellises, gazebos, and open wood fences.
- E. Colors: Earth tones (greens, tans, light browns, terra cotta, etc.), grays, pale primary and secondary colors (less than 50 percent color value), white cream tones, and the like. Dramatic accent colors, such as reds or blues, shall be avoided.
- F. Fencing. Fencing shall be of durable construction using quality material (i.e., brick, stone, other masonry, wood, metal, or any combination thereof) and complimentary to the building design and materials. The finished side of the fence shall face the corridor right-of-way or other adjacent property. Chain link welded or woven wire, and other similar fencing are not permitted. Such fencing may be permitted for temporary use during construction and site development provided it is removed or replaced with compliant material upon completion of construction. This requirement is for aesthetic purposes only and is not associated with building code requirements or standards.
- G. Outdoor Storage. All outdoor storage areas shall be located to the side or rear yard and shall be screened with a wooden fence or masonry wall, complimentary to the building design and materials, which is at least eight feet (8') high. One (1) evergreen shrub, with a mature growth of at least 8' in height, shall be installed for every five (5) linear feet of fence or wall on the side of the fence or wall facing a neighboring property or public right-of-way. The minimum shrub shall be a minimum of 5 gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
- H. Additional requirements.
- i. The primary building façade shall face the street. When located on a corner, the primary façade shall face the higher order street.
  - ii. All sides of all buildings are to be treated with the same architectural style, materials, and details as the primary façade.
  - iii. A single building or development or multiple buildings within a development must maintain a consistent architectural theme. Architectural design, building materials, colors, forms, roof style and detailing should all work together to express a harmonious and consistent design. This includes, but is not limited to; signage, gasoline pump canopies or other accessory structures.

- iv. Building elements must not function as signage. The appearance of “franchise architecture”, where the building functions as signage is prohibited. Incorporation of franchise or business design elements unique or symbolic of a particular business must be inobtrusive and secondary to the overall architectural design.
  - iv. Access ways and parking lots shall be paved or, at the discretion of the Planning Director, may be surfaced using low-impact, contextual materials. Parking shall generally be located to the side of the building.
- I. Exterior materials and features prohibited:
- i. Plywood, cinderblock, unfinished poured concrete, unfaced concrete block, plastic and/or metal.
  - ii. Partial (less than three sides) mansard roofs, flat roofs without a pediment, unarticulated roofs having a length exceeding 50 feet.
  - iii. Unarticulated facades having a length exceeding 50 feet.
  - iv. Incongruous architectural details or color contrasts as determined by the DSR or BZA.
  - v. Chain link or woven metal fences.
  - vi. Reflective materials, including highly reflective glass. Window painting or view-blocking techniques are generally not permitted.
  - vii. Design elements that may function as signage, roof lights, exposed neon lighting, exposed neon signage, illuminated trim of buildings or building elements, translucent awnings or illumination of translucent awnings, or any other undesirable design element, as determined by the DSR.
- J. Screening.
- i. Mechanical equipment should not be located on the roof of a structure unless the equipment can be screened. The mechanical equipment should be clustered as much as possible. All rooftop equipment must be painted to match the surrounding rooftop color, if anticipated to be visible from any existing or future surrounding building, property or street. All mechanical equipment such as compressors, air conditioners, communications equipment, and any other type of mechanical equipment must be screened on all sides to full height by building parapet walls or other building elements that appear as integral elements of the overall building design, unless approved otherwise by the DSR.
  - ii. Ground level mechanical equipment shall be screened with landscaping and architectural walls using materials compatible with the building.
  - iii. Loading, service, and trash areas must be screened with walls that match the building materials and colors. Screen walls must be of sufficient height to fully screen utility areas from public view.
- K. Building Size in Village Commercial - Non-residential buildings in the Village Commercial (VC) district shall generally be limited to 2,500 square feet of heated floor area **per floor area with a maximum floor area of 5,000 square feet**. This restriction shall not apply to existing lots of record as of [date of moratorium adoption] where a Zoning Certification Letter was issued and a pre-application conference was held with the DSR prior to [date of moratorium].

### **8:9.5 Nonconforming Lots.**

If a lot of record at the time of adoption of this ordinance does not contain sufficient land area and/or lot width to meet the minimum lot size requirements of the EOD, such lot may be used for a residential use, as a building or placement site for a structure permitted in the district provided the following:

- A. There is conformance to the minimum yard setback requirements set forth in this ordinance for the district in which the use is located.
- B. All other standards of the zoning ordinance are met.
- C. Administrative adjustment for nonconforming lots.
  - i. Purpose: Administrative adjustments are specified deviations from otherwise applicable development standards where development is proposed that would be:
    - a. Compatible with surrounding land uses;
    - b. Harmonious with public interest; and
    - c. Consistent with the purposes of this Zoning Ordinance.
  - ii. Applicability: The DSR shall have authority to authorize an adjustment of up to twenty (20) percent of any numerical standard set forth in Article 8. No administrative adjustment shall increase the overall density or intensity of development.

### **8:9.6 Planned Development District (PDD) Standards**

A PDD within the Euhaw Overlay District shall follow the standards and procedures for a PDD as specified in Article 8:1 with the following requirements:

- A. PDD Required – Any proposed subdivision of property greater than ten acres and/or ten dwelling units shall apply for a PDD. The applicant shall demonstrate that the proposed development will not have adverse impacts on existing infrastructure or public services, including but not limited to roadways, public safety, etc.
- B. Density – The maximum net density of a PDD within the EOD shall be one unit per acre.
- C. Buffers – A minimum fifty foot (50') wide continuous landscaped buffer shall be established and maintained parallel and adjacent to the highway corridor. This buffer is separate and distinct from the buffering requirements of Section 12.8 except that, where that section may call for a greater setback from the highway because of a specific activity, the greater setback distance shall be observed. Likewise, should Section 12.8 require total screening because of a specific activity, the fifty foot (50') wide landscaped buffer may be used to accommodate such screening.

Only the following activities shall be permitted within the landscaped buffer:

- i. Vehicular access drives which tie into approved access points as determined by SCDOT and/ or Jasper County, and which run perpendicular to the right-of-way, or as nearly perpendicular as is feasible owing to terrain, horizontal curves and the like.
- ii. Landscaped walls and fences less than six feet (6') high.

iii. Lighting.

iv. Landscaping fixtures.

v. Signage.

vi. Underground utility lines.

vii. Overhead utility lines which run perpendicular to the road right-of-way and are consolidated with vehicular access drives wherever possible.

D. Open Space Protection Area (OSPA)– A minimum of thirty (30) percent of the property shall be maintained as permanently protected open space.

i. In instances where natural features (wetlands, waterbodies, forested areas, etc.) are part of a larger system which extends to adjacent property(ies), these areas shall be prioritized for protection. In instances where an adjacent parcel has already established open space preservation areas, the proposed PDD shall include open space protection of natural features contiguous with the adjacent property(ies).

ii. The following standards shall apply to the OSPA:

a. No more than twenty (20) percent of the OSPA may consist of wetlands and existing waterways;

b. Buffers, setbacks, easements, and similar required areas shall not be included in the open space calculations;

c. Community swimming pool(s), clubhouse(s), and similar uses may be permitted within the OSPA but may not occupy more than five (5) percent of the required area;

d. Recreational amenities, such as walking/biking trails, may be permitted within the OSPA in conformance with applicable state and federal laws. Recreational lakes or ponds used for storm water management and designed as naturalized features may be included in the land designated as open space. Fenced detention or retention areas used for storm water management shall not be included in the calculation of required open space.

8. Amend Jasper County Zoning Ordinance, Article 11.7, *Industry Specific Conditional Use Regulations*, to add 11:7.3A, Conditions for *Horses and Equine* in the Residential zoning district; add 11:7.10.A, Conditions for *Gasoline Stations* in the Village Commercial zoning district; re-number section 11:7.10.B, *Manufactured Home Dealers*; amend 11:7.30, *Second Single-Family Residential Dwelling Unit* to provide clarity; add “Village Commercial” to 11:7.30.A, *Manufactured Housing in Community Commercial*; amend 11:7.34, *Manufactured Housing – Second Unit Family Member Only* to provide clarity; and add VC to the *Family Estate Density Table* in Article 11:7.35; as amended, so as to make changes to the sections outlined below:

#### 11:7, Industry Specific Conditional Use Regulations

##### 11:7.3.A. Sector 1129: Horse and Equine.

1. The parcel size shall be a minimum of two acres.

2. The number of animals permitted shall be limited to no more than one per acre.
3. Horse stables shall be a minimum of 150 feet from any residential property line. No corral or riding area shall be permitted within 25 feet of any residential property line.
4. Requirements for the storage of manure:
  - a. Manure shall not be allowed to accumulate causing a nuisance or hazard to the health, welfare or safety of humans or animals.
  - b. The outside storage of manure in piles (two cubic yards or greater) shall not be permitted within 200 feet of any plot line or residence.

**11:7.10.A. Sector 447: Gasoline Stations.**

1. No more than two (2) single or double-sided fuel pumps are permitted.
2. Fuel islands shall not be located in the front yard unless permitted by the BZA due to physical site limitations or constraints.

**11:7.10.B. Sector 45393: Manufactured Home Dealers.**

1. Sales Office only
2. No inventory or models allowed

**11:7.19a. Sector 6114-5 and 6116: Business Schools, Computer and Management Training and Other schools and instructions.**

1. Use is subject to all applicable zoning code requirements and land development regulations.
2. Facilities are limited to 3,000 square feet, except in the Village Commercial Zoning District where facilities are limited to 2,500 square feet.
3. Architecture of new structures must complement the nearby community and be compatible with the character of the area.
4. Services are limited to 20 students at any one time.
5. Owner/operator must provide proof of all outside agency approvals for services provided.
6. Hours are limited to 7:00 a.m. to 7:00 p.m., Monday to Friday and 7:00 [a.m.] to 5:00 p.m. on Saturdays.
7. Structures must meet buffering and screening requirements per article 12.
8. Off-street parking must be accommodated on-site.
9. Off street parking is prohibited within the building setback.
10. One flat two-sided business sign not larger than four square feet per face is permitted to identify the business. Signs shall not be illuminated.
11. Use of existing structures is subject to fire marshal and building official review and approval.
12. Facilities must be served by sewer systems or by septic systems sized appropriately to meet DHEC minimum standards for the use and size.

**11:7.27. Sector 72121: Camps and Recreational Vehicle.** Camps and recreational vehicle (RV) park, where permitted by Table 6.1, shall comply with the following site and design standards:

1. The site shall be at least five acres.
2. The site shall be developed in a manner that preserves natural features and landscape.

3. The following dimensional requirements shall serve as parameters beyond which development shall not exceed.
  - a. Maximum impervious surface ratio shall not exceed 15 percent of the project site.
  - b. Minimum setbacks for all structures and recreational vehicles shall be:  
Street frontage: 100 feet; **150 feet in the VC zoning district.**  
All other property lines: 50 feet.
  - c. Maximum density shall not exceed ten vehicles per acre; **maximum density shall not exceed eight vehicles per acre in the VC zoning district.**
  - d. Bufferyards shall be as specified by article 12.
4. Areas designated for parking and loading or for trafficways shall be physically separated from public streets by suitable barriers against unchanneled motor vehicle ingress and egress. All drivers shall be located at least 150 feet from any street intersection and shall be designated in a manner conducive to safe ingress and egress.
5. All streets within RV parks shall be private and not public.
6. Each park site shall be serviced by public water and sewer or other systems approved by DHEC.

**11:7.30. Second Single-Family Residential Dwelling Unit.**

1. **The minimum lot size for a second single-family residential dwelling unit shall be 200 percent of the minimum lot size of the district,** ~~There is a minimum of one half acre per dwelling unit in the residential and community commercial district (one acre parcel minimum) and a minimum of one acre per dwelling unit in the rural preservation district (two acre parcel minimum)~~ so as to not increase overall allowed density.
2. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map copy to demonstrate conditional use compliance at time of application. The following must be demonstrated:
  - a. All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots and so arranged to ensure public access in the event the property is subsequently subdivided for sale or transfer.
  - b. If not connected to sewer, the lot is sufficient in size and shape so that the two units can be designed around two separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
3. Second single-family residential dwelling unit cannot share a septic system and separate DHEC septic permits must be attained prior to issuance of a conditional use review zoning permit, if units are not connected to sewer lines.
4. Zoning and building permits must be attained prior to construction.

**11:7.30.A. Manufactured Housing** in community commercial **and village commercial**. Where other residential care facilities are allowed as a conditional use, such uses shall meet the following requirements:

1. The standards for manufactured housing in community commercial **and village commercial districts** shall be the same as the standards for manufactured housing and single-family housing in the residential district, including but not limited to lot area, setbacks, and densities, as if in the residential district.
2. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.
3. Any applicable overlay district requirement shall be applied.

**11:7.34. *Manufactured Housing - Second Unit, Family Member Only.*** The purpose of allowing, in certain circumstances, the placement of a second manufactured house on the same parcel is for the benefit of family members only; and excludes any property or structures that are used for rental properties. The property shall be subdivided whenever possible; however, in the event that the property cannot be subdivided at such time of application, a second manufactured house will be allowed by the County for family members, where conditionally permitted by Table 6:1, provided that the following requirements must be met:

1. The person whom will occupy the second manufactured house is related to the owner of the property by blood, marriage, or adoption.
2. A second manufactured house shall not be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
3. **The minimum lot size for a second single-family residential dwelling unit shall be 200 percent of the minimum lot size of the district.** ~~There is a minimum of a half acre per dwelling unit in the Residential and Community Commercial District (1 acre parcel minimum) and a minimum of one acre per dwelling unit in the Rural Preservation District (2 acre parcel minimum), so as to not increase overall allowed density.~~
4. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map to demonstrate conditional use compliance at time of application. The following must be demonstrated:
  - a. All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;
  - b. If not connected to sewer, the lot is sufficient in size and shape so that the two units can be designed around two separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
5. Second Manufactured House cannot share a septic system and separate DHEC septic permits must be attained prior to issuance of a conditional use review Zoning Permit, if units are not connected to sewer lines.

**11:7.35 *Family Estate.*** The purpose of the Family Estate is to address situations where there are title issues, i.e heirs property; and to support a traditional family way of life; and to respect cultural and historical settlement patterns in Jasper County. For purposes of this subsection, a single family dwelling unit includes, stick built house, manufactured homes, and modular homes. Family Estate shall meet the following requirements, where conditionally permitted by Table 6:1:

1. If the property is "heirs property", the county shall permit additional family dwelling units and/or permit a subdivision by the person or persons in control of the property (i.e. the family member or members who pays taxes, occupies the property), upon application and determination that both of the following are satisfied:
  - a. Either a single member of the family, multiple members of the family, or an unbroken succession of family members have owned the property for no less than 30 years.
  - b. The person for whom the family dwelling unit is to be built and/or the property subdivided, is related to the owner of the property by blood, marriage, or adoption.
2. Single family dwelling unit design is as follows:
  - a. Family dwelling units may be built at the densities set forth in Family Estate below as limited by subsection (4) of this section.

**FAMILY ESTATE DENSITY TABLE**

| Density (Units Per Acre)  |                                                                                                                |                                               |
|---------------------------|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Minimum Site Area (acres) | Zoning of the property is Residential, <b>Village Commercial</b> , Community Commercial or General Commercial: | Zoning of the property is Rural Preservation: |
| 1                         | 2                                                                                                              | 1                                             |
| 2                         | 4                                                                                                              | 2                                             |
| 3                         | 6                                                                                                              | 3                                             |
| 4                         | 8                                                                                                              | 4                                             |
| 5                         | 10                                                                                                             | 5                                             |
| 6                         | 12                                                                                                             | 6                                             |
| 7                         | 12                                                                                                             | 7                                             |
| 8                         | 12                                                                                                             | 8                                             |
| 9                         | 12                                                                                                             | 9                                             |
| 10                        | 12                                                                                                             | 10                                            |
| 11                        | 12                                                                                                             | 11                                            |
| 12 or More                | 12                                                                                                             | 12                                            |

- b. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map to demonstrate conditional use compliance at time of application. The following must be demonstrated:

- i. All applicable lot area and setback requirements are met for all units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;
    - ii. If not connected to sewer, the lot is sufficient in size and shape so that all of the units can be designed around separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
  - c. No family dwelling unit shall be built unless the appropriate agency has determined that septic and water supply systems and reserve areas in the family estate are sufficient to serve all units in the estate and are properly permitted. If three or more units are served by a single well, the well must be properly licensed and maintained in accordance with SC DHEC standards.
  - d. Paved roads may not be required, but must comply with standards pursuant to Section 7.1 of the Jasper County Land Development Regulations. Any placement of homes under this section shall be accompanied by covenants and cross easements, or similar restrictions and reservations, guaranteeing essential infrastructure and 50 feet of vehicular access for each family subdivided lot.
3. No family dwelling unit shall be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
4. No portion of a tract of land under this section shall be conveyed for five years from the date of approval unless the grantee is related to the property owner by blood, marriage, or adoption. This limitation on conveyance shall:
  - a. Be recorded on the plat of the applicant's property, on the plats of any property subdivided and conveyed by the applicant under this section, and in a database accessible to county staff.
  - b. Not operate to prohibit actions in foreclosure brought by lenders that are participating in the secondary mortgage market.
  - c. Not operate to prohibit sale by the county of the entire tract or a portion of it for nonpayment of property taxes.
5. Violations and penalties for violation of this section are as follows:
  - a. Any person found in violation of this section may be assessed a fine of the maximum allowed by state law for each dwelling unit in violation.
  - b. A violation of this section shall consist of the following:
    - i. Intentional misrepresentation during the application process;
    - ii. Lease of a family dwelling unit to a nonfamily member within five years of approval;  
or

- iii. Conveyance of any portion of a tract of land under this section to a nonfamily member within five years of approval.
  - c. The fine may be waived if it can be shown that lease or conveyance to a nonfamily member was absolutely necessary to avoid foreclosure on either a family dwelling unit or any portion of a tract granted a density bonus under this section.
  - d. Until the fine has been paid, the DSR shall not permit additional family dwelling units or further subdivision under this section in the violator's family estate.
  - e. As a condition of approval, the applicant and the person for whom the family dwelling unit is to be built or the property subdivided shall read and sign disclosure forms describing violations of this section and applicable penalties.
  - f. A violation shall not have the effect of clouding the title of a parcel subdivided under this section.
6. Applicants must submit a sworn affidavit with the following information:
- a. Certification that the parcel in question has been in the family for at least 30 years as required by this section.
  - b. An agreement that all new parcels subdivided from the parent parcel shall be owned or used by family members or as otherwise provided for in this section.
  - c. Acknowledgment that resale of any parcel approved as part of a family estate shall be restricted for five years as provided for in this section.
7. If the property leaves the family, the new owner must comply with all applicable sections of the Jasper County Zoning Ordinance and Jasper County Land Development Regulations as it relates to minimum lot sizes, densities, setback requirements, access roads, mobile home park standards, and major or minor subdivision regulations.

**9. Amend Jasper County Zoning Ordinance, Article 15:6.3, Regulation for Signs, to add VC zoning district to the Sign Regulations Table, so as to read as follows:**

**Sign Regulation**

| Type  | Zoning District         | Maximum Sign Area (square feet)                                                        | Maximum Height (feet)                                            | Maximum Sign Width (feet) | # of Faces Allowed |
|-------|-------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------------------|---------------------------|--------------------|
| Flags | VC, CC, GC, MB, ID, PDD | In accordance with the Flag Manufacturers Association of America (FMAA) specifications | 1 flag per development at 60'; or 3 flags per development at 35' | n/a                       | n/a                |
|       | R, RP, RC               |                                                                                        | 3 flags at 35'                                                   | n/a                       | n/a                |

|                                                          |                                                                      |                                                                                                                              |                                                                        |                    |                                                                                                                |
|----------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------------------------|
|                                                          |                                                                      | based on height of flagpole                                                                                                  |                                                                        |                    |                                                                                                                |
| Freestanding Signs- Including Monument, Ground, Pedestal | RC, RP, RE, R                                                        | 25 per face, 50 total                                                                                                        | Monument 6, Freestanding 8                                             | 10                 | 2 back to back                                                                                                 |
|                                                          | VC, CC                                                               | 40 per face, 80 total                                                                                                        | Monument 7, Freestanding 8                                             | 12                 | 2 back to back                                                                                                 |
|                                                          | GC, ID, PDD                                                          | 55 per face, 110 total                                                                                                       | Monument 7, Freestanding 15                                            | 16                 | 2 back to back                                                                                                 |
|                                                          | Commercial Centers greater than 5 acres, consisting of multiple lots | 80 per face, 160 total                                                                                                       | Monument 8, Freestanding 20                                            | 16                 | 2 back to back                                                                                                 |
| Freestanding Signs-Hanging Sign                          | GC, ID, VC, CC, PDD                                                  | 8 per face, 16 total                                                                                                         | Top edge of sign face not to exceed 6 feet above ground level          | 4                  | 2 back to back                                                                                                 |
|                                                          | RC, RP, RE, R                                                        | 8 per face, 16 total                                                                                                         | Top edge of sign face not to exceed 6 feet above ground level          | 4                  | 2 back to back                                                                                                 |
| Wall Signs                                               | GC, ID, VC, CC, PDD                                                  | 10% of wall. The total area of wall signs shall not occupy more than 10% of the area of the wall upon which they are placed. | 80% of wall height.                                                    | 80% of wall width. | One sign per tenant per side. Tenant signs must be located on the facade of the tenant space being identified. |
|                                                          | RC, RP, RE, R                                                        | X                                                                                                                            | X                                                                      | X                  | X                                                                                                              |
| Projecting Signs                                         | GC, ID, VC, CC, PDD                                                  | 8 per face, 16 total                                                                                                         | Bottom of sign must be at least 8 feet above ground level or sidewalk. | 4                  | Two total faces. One sign allowed per business at business entrance.                                           |
|                                                          | RC, RP, RE, R                                                        | X                                                                                                                            | X                                                                      | X                  | X                                                                                                              |
| Directory Signs                                          | GC, ID, VC, CC, PDD                                                  | 25 per face                                                                                                                  | 8                                                                      |                    | Four total faces. One sign is allowed per primary access.                                                      |
|                                                          | RC, RP, RE, R                                                        | X                                                                                                                            | X                                                                      | X                  | X                                                                                                              |
| Window Signs                                             | VC, GC, ID, CC, PDD                                                  | Not more than 25% of surface of window                                                                                       | n/a                                                                    | n/a                | n/a                                                                                                            |

|                         |                           |                            |                                                                                                |     |     |
|-------------------------|---------------------------|----------------------------|------------------------------------------------------------------------------------------------|-----|-----|
|                         | RC, RP,<br>RE, R          | X                          | X                                                                                              | X   | X   |
| Awnings and<br>Canopies | VC, GC,<br>ID,<br>CC, PDD | 1/3 of canopy<br>or awning | Bottom of awning<br>or canopy must be<br>at least 7 feet<br>above ground<br>level or sidewalk. | n/a | n/a |
|                         | RC, RP,<br>RE, R          | X                          | X                                                                                              | X   | X   |

**Additional Requirements from Table:**

- A. Freestanding Signs. Freestanding signs shall be separated by a distance of no less than five hundred (500) foot intervals along each street frontage of the premises.
- a. Each lot of record shall be allowed one (1) sign except a corner lot where a total of two (2) signs may be permitted, one on each road frontage, provided that the total linear frontage is a minimum of three-hundred (300) feet per side.
  - b. Masonry bases must that match the associated building(s). Landscaping shall be planted to minimize the appearance of the poles or braces.
- B. In lieu of a freestanding sign, a development may use signs on entrance structures such as fences or walls. The number of sign faces is limited to two (2) per entrance, on either side of the entrance, and confined to the entrance area. The distance between sign faces shall not exceed one hundred (100) feet. Such signs are subject to the size limitations of this Section.

**10. Amend the Official Zoning Map of Jasper County** so as to transfer the following property from the Community Commercial Zoning District to the Rural Preservation Zoning District: 087-00-03-001

**11. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from the Community Commercial Zoning District to the Village Commercial Zoning District: 083-00-03-004; 083-00-03-005; 083-00-03-006; 083-00-03-013; 083-00-03-014; 083-00-03-015; 083-00-03-016; 083-00-03-017; 083-00-03-018; 083-00-03-019; 083-00-03-020; 083-00-03-021; 083-00-03-022; 083-00-03-023; 083-00-03-027; 083-00-03-028; 083-00-03-043; 083-00-03-044; 083-00-03-045; 083-00-03-050; 083-00-03-051; 083-00-03-052; 083-00-03-053; 083-00-03-054; 083-00-03-055; 083-00-03-056; 083-00-03-057; 083-00-03-061; 083-00-03-062; 083-00-03-063; 083-00-03-067; 083-00-03-068; 083-00-03-072; 083-00-05-001; 083-00-06-017; 083-00-06-024; 084-00-01-033; 084-00-01-034; 084-00-02-048; 084-00-02-049; 084-00-02-050; 084-00-02-065; 084-00-03-006; 084-00-03-007; 084-00-03-008; 084-00-03-009; 084-00-03-010; 085-00-05-026; 085-00-05-027; 085-00-06-002; 085-00-06-003; 085-00-06-008; 085-00-06-069; and 087-00-03-011

**12. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from the General Commercial Zoning District to the Village Commercial

Zoning District: 083-00-04-021; 083-00-04-022; 083-00-04-023; 083-00-04-024; 083-00-04-025; and 083-00-04-026

- 13. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from the Residential Zoning District to the Village Commercial Zoning District: 083-00-03-025 and 083-00-03-026
- 14. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from split zoned Community Commercial and Residential Zoning Districts to split zoned Village Commercial and Residential Zoning District to replace the Community Commercial portion with Village Commercial: 084-00-02-044; 085-00-06-001; 085-00-06-004; 085-00-06-006; 085-00-06-007; and 085-00-06-055
- 15. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from the Community Commercial Zoning District to the Residential Zoning District: 084-00-01-035; 084-00-01-036; 084-00-01-073; 084-00-02-047; 084-00-03-002; 084-00-03-003; 084-00-03-013; and 084-00-03-014
- 16. Amend the Official Zoning Map of Jasper County** so as to transfer the following property from split zoned Community Commercial and Rural Preservation Zoning District to the Rural Preservation Zoning District: 083-00-06-070
- 17. Amend the Official Zoning Map of Jasper County** so as to transfer the following property from split zone Community Commercial Zoning District and Residential Zoning District to the Residential Zoning District: 084-00-01-043
- 18. Amend the Official Zoning Map of Jasper County** so as to transfer the following property from split zone Community Commercial and Rural Preservation Zoning District to the Residential Zoning District: 084-00-03-001
- 19. Amend the Official Zoning Map of Jasper County** so as to depict the Euhaw Overlay District as shown on the map in Exhibit A.
- 20. Pending Ordinance Effective Date.** Applications for permits, plats, or permissions of sufficient form and content and substantially complete as determined by the County staff, received by the County prior to June 20, 2023, may be reviewed and processed by the County. Otherwise, the provisions of this Ordinance shall be effective under the pending ordinance doctrine from the date of approval of the first reading and the announcement of the Council's intention to hold a public hearing, and any permit, application or plat accepted for filing by the Department of Planning and Building Services will be deemed in error, null and void, and of no effect whatsoever.
- 21. Severability.** If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or

application is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

**22. This Ordinance shall take effect upon approval by Council.**

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**W. J. Rowell, III**  
**Chairman**

**ATTEST:**

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**Wand Giles**  
**Clerk to Council**

**ORDINANCE: O-2025-33**

**First Reading: July 15, 2024**

**Second Reading: April 20, 2026**

**Public Hearing: September 19, 2024**

**Second Public Hearing: May 5, 2025**

**Third Public Hearing: April 20, 2026**

**Adopted: \_\_\_\_\_**

**Council Workshop: September 5, 2024, November 18, 2024, April 21, 2025, November 3, 2025, and April 2, 2026**

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Considered by the Jasper County Planning Commission at it's meeting on June 25, 2024; August 28, 2024; January 14, 2025; January 13, 2026; and February 10, 2026; and recommended for approval.

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Reviewed for form and draftsmanship by the Jasper County Attorney.

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**County Attorney**

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**Date**

**AGENDA**  
**ITEM # 9G**



# Jasper County Clerk to Council

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

Wanda Giles  
Clerk to County Council  
wsimmons@jaspercountysc.gov

## Jasper County Council Staff Report

|                        |                                                            |
|------------------------|------------------------------------------------------------|
| <b>Meeting Date:</b>   | 04.20.2026                                                 |
| <b>Project:</b>        | Appointments                                               |
| <b>Request:</b>        | Discussion and consideration of future appointments to the |
|                        | Jasper County BZA Board and the LCOG Board                 |
| <b>Recommendation:</b> | No recommendation - for update and notification only       |

**Description:** We have a Board of Zoning Appeals vacancy left by Barbara Bartoldus. Ms. Bartoldus resigned from the board on 03.30.2025, leaving a vacancy. Her last appointment term was from 01.01.2025 through 12.31.2028, so we will need a new member to fill the remainder of her term. As of now, we do not have any applications for this seat. This opening on the board has been advertised on the website and on the County's social media.

At this time, we also have a vacancy on the Lowcountry Council of Government's (LCOG) Board, which the Council will need to appoint to that position.

**AGENDA**  
**ITEM # 9H**



# Jasper County Engineering Services Public Works Department

James M Iwanicki, P.E.  
Director of Engineering Services  
[JIwanicki@jaspercountysc.gov](mailto:JIwanicki@jaspercountysc.gov)

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

## Jasper County Council

### Consideration of approval of professional architectural services contract for the Coosawhatchie Community Center associated with RFQ #2026 – 1 Indefinite Delivery Services – Architectural with McMillian Pazdan Smith Architecture, LLC for actual cost not to exceed \$82,910.

|                        |                                                                                                                                                                                                                                                                                                                                                                |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>   | April 20, 2026                                                                                                                                                                                                                                                                                                                                                 |
| <b>Item Number:</b>    | 9 H                                                                                                                                                                                                                                                                                                                                                            |
| <b>Subject:</b>        | Consideration of approval of professional architectural services contract for the Coosawhatchie Community Center associated with RFQ #2026 – 1 Indefinite Delivery Services – Architectural with McMillian Pazdan Smith Architecture, LLC for actual cost not to exceed \$82,910.                                                                              |
| <b>Recommendation:</b> | Council approve entering into a professional services contract for the Coosawhatchie Community Center associated with RFQ #2026 – 1 Indefinite Delivery Services – Architectural with McMillian Pazdan Smith Architecture, LLC for actual cost not to exceed \$82,910 and authorize the County Administrator to finalize contract terms and sign the contract. |

#### Description:

At the October 30, 2025, Capital Improvement Plan and Budget Workshop Council consensus was to set aside \$100,000 for architectural services for the Coosawhatchie Community Center. During that meeting, \$100,000 in GO Bond Series funding was identified as the funding source to accomplish the services.

McMillian Pazdan Smith Architecture, LLC (MPS) is one of three architectural firms that were selected and approved by Council at the March 16, 2026, Council Meeting to perform services under RFQ #2026-01 Indefinite Delivery Services – Architectural. Staff asked MPS to develop a scope of work for engaging the community and Council to layout and size the Coosawhatchie Community Center at 200 Step School Road because of their familiarity with the site and their existing background with the project.

The goal of this project is to develop a building size, layout, and budget for the Coosawhatchie Community Center with a focus on public and Council involvement. The proposed scope includes 430 hours of professional services with 3 community meetings and 3 council workshops.

**Recommendation:** Council approve entering into a professional services contract for the Coosawhatchie Community Center associated with RFQ #2026 – 1 Indefinite Delivery Services – Architectural with McMillian Pazdan Smith Architecture, LLC for actual cost not to exceed \$82,910 and authorize the County Administrator to finalize contract terms and sign the contract.

**Attachments:**

MPS Proposal



April 10, 2026

Jim Iwanicki, P.E. - Engineering Services Director  
Jasper County, SC  
623 Live Oak Road  
P.O. Box 1244  
Ridgeland, SC 29936

**RE: Jasper County Community Center Phase I - Programming & Feasibility Study**  
**200 Step School Road, Ridgeland, SC 29936**  
**MPS Project Number: 02600126**

Dear Jim,

McMillan Pazdan Smith (MPS) appreciates the opportunity to submit our proposal to Jasper County for the Jasper County Community Center Phase I - Programming & Feasibility Study. It is understood that this work will be completed under our current indefinite delivery contract (IDC) with the County.

This proposal outlines the intent and scope of work necessary to complete the programming and feasibility study.

## Scope of Work – Phase I

We understand that this study is to help inform the building program determination to best meet Jasper County's needs, and ensuing budgeting for a design/build project delivery of a community center at 200 Step School Road. Jasper County has provided Development Services Division Programming Service Requests from March 2023 to inform the initial program scopes.

The study is to explore three building scopes and recommend the program spaces for a structure with an apx. 25-year anticipated life-span best meeting the needs of the Jasper County community. While the community meetings and council workshops will be a combination of information gathering and information synthesis, our understanding is that the study shall commence with three initial program scenarios: small (1,700-2,000SF), medium (11,000-14,000SF) and large (20,000SF including apx. 10,000SF for an indoor community pool). Study findings shall be developed into recommendations on program, cost efficient construction types, while also factoring in expansion possibilities and shall be supplemented with cost magnitudes.

In totality, MPS will be part of three (3) community meetings & three (3) county council workshops during which findings and recommendations are to be presented. Jasper County shall coordinate all scheduling and possible FOIA notices related to the aforementioned community meetings and council workshops.

MPS will develop program diagrams followed by conceptual space planning to a level allowing conceptual cost estimating exercises of the three program scope scenarios. The cost estimating scope of the project will be completed by MPS consultant M.B.Kahn. Findings and recommendations will be updated after each community meeting / council workshop culminating in study recommendations based on the findings to be presented during the third county council workshop. The digital copy of the presentations is understood to be the deliverable.

## MPS / MPS Consultant Fee Structure – Phase I

| <b>COMMUNITY MTG #1</b>                                | <b>HOURS</b> | <b>RATE</b> | <b>COST</b>     |
|--------------------------------------------------------|--------------|-------------|-----------------|
| <u>Architectural Services</u>                          |              |             |                 |
| <u>Research / Evalutate Existing Documentation</u>     |              |             |                 |
| Architect                                              | 16           | \$230       | \$3,680         |
| Design Professional                                    | 4            | \$125       | \$500           |
| <u>Programming for 3 scopes (small, medium, large)</u> |              |             |                 |
| Architect                                              | 18           | \$230       | \$4,140         |
| Design Professional                                    | 12           | \$125       | \$1,500         |
| <u>Concept Development for 3 scopes</u>                |              |             |                 |
| Architect                                              | 8            | \$230       | \$1,840         |
| Design Professional                                    | 28           | \$125       | \$3,500         |
| <u>Presentation (findings &amp; recommendations)</u>   |              |             |                 |
| Architect                                              | 8            | \$230       | \$1,840         |
| Design Professional                                    | 20           | \$125       | \$2,500         |
| Graphic Designer                                       | 6            | \$150       | \$900           |
| <u>Meeting Attendance</u>                              |              |             |                 |
| Architect (incl drive time)                            | 4            | \$230       | \$920           |
| Design Professional (virtually)                        | 2            | \$125       | \$250           |
| <b>TOTAL Fee for Community Mtg #1 Scope</b>            |              |             | <b>\$21,570</b> |

| <b>COUNCIL WORKSHOP #1</b>                                 | <b>HOURS</b> | <b>RATE</b> | <b>COST</b>     |
|------------------------------------------------------------|--------------|-------------|-----------------|
| <u>Architectural Services</u>                              |              |             |                 |
| <u>Research / Evalutate Existing Documentation</u>         |              |             |                 |
| Architect                                                  | 2            | \$230       | \$460           |
| Design Professional                                        | 2            | \$125       | \$250           |
| <u>Program Updates for 3 scopes (small, medium, large)</u> |              |             |                 |
| Architect                                                  | 6            | \$230       | \$1,380         |
| Design Professional                                        | 12           | \$125       | \$1,500         |
| <u>Concept Development for 3 scopes</u>                    |              |             |                 |
| Architect                                                  | 6            | \$230       | \$1,380         |
| Design Professional                                        | 8            | \$125       | \$1,000         |
| <u>Presentation (findings &amp; recommendations)</u>       |              |             |                 |
| Architect                                                  | 6            | \$230       | \$1,380         |
| Design Professional                                        | 8            | \$125       | \$1,000         |
| Graphic Designer                                           | 4            | \$150       | \$600           |
| <u>Workshop Attendance</u>                                 |              |             |                 |
| Architect (incl drive time)                                | 4            | \$230       | \$920           |
| Design Professional (virtually)                            | 2            | \$125       | \$250           |
| <b>TOTAL Fee for Council Workshop #1 Scope</b>             |              |             | <b>\$10,120</b> |



| <b>COMMUNITY MTG #2</b>                                    | <b>HOURS</b> | <b>RATE</b> | <b>COST</b>     |
|------------------------------------------------------------|--------------|-------------|-----------------|
| <u>Architectural Services</u>                              |              |             |                 |
| <u>Program Updates for 3 scopes (small, medium, large)</u> |              |             |                 |
| Architect                                                  | 6            | \$230       | \$1,380         |
| Design Professional                                        | 12           | \$125       | \$1,500         |
| <u>Concept Development for 3 scopes</u>                    |              |             |                 |
| Architect                                                  | 4            | \$230       | \$920           |
| Design Professional                                        | 4            | \$125       | \$500           |
| <u>Presentation (findings &amp; recommendations)</u>       |              |             |                 |
| Architect                                                  | 2            | \$230       | \$460           |
| Design Professional                                        | 4            | \$125       | \$500           |
| Graphic Designer                                           | 4            | \$150       | \$600           |
| <u>Meeting Attendance</u>                                  |              |             |                 |
| Architect (incl drive time)                                | 4            | \$230       | \$920           |
| Design Professional (virtually)                            | 2            | \$125       | \$250           |
| <u>Cost Estimating</u>                                     |              |             |                 |
|                                                            | lump sum     |             |                 |
| Conceptual Pricing 3 scopes (small, medium, large)         | 1            | \$3,450     | \$3,450         |
| <b>TOTAL Fee for Community Mtg #2 Scope</b>                |              |             | <b>\$10,480</b> |

| <b>COUNCIL WORKSHOP #2</b>                                 | <b>HOURS</b> | <b>RATE</b> | <b>COST</b>     |
|------------------------------------------------------------|--------------|-------------|-----------------|
| <u>Architectural Services</u>                              |              |             |                 |
| <u>Program Updates for 3 scopes (small, medium, large)</u> |              |             |                 |
| Architect                                                  | 6            | \$230       | \$1,380         |
| Design Professional                                        | 8            | \$125       | \$1,000         |
| <u>Concept Development for 3 scopes</u>                    |              |             |                 |
| Architect                                                  | 4            | \$230       | \$920           |
| Design Professional                                        | 10           | \$125       | \$1,250         |
| <u>Presentation (findings &amp; recommendations)</u>       |              |             |                 |
| Architect                                                  | 4            | \$230       | \$920           |
| Design Professional                                        | 6            | \$125       | \$750           |
| Graphic Designer                                           | 4            | \$150       | \$600           |
| <u>Workshop Attendance</u>                                 |              |             |                 |
| Architect (incl drive time)                                | 4            | \$230       | \$920           |
| Design Professional (virtually)                            | 2            | \$125       | \$250           |
| <u>Cost Estimating</u>                                     |              |             |                 |
|                                                            | lump sum     |             |                 |
| Conceptual Pricing 3 scopes (small, medium, large)         | 1            | \$2,300     | \$2,300         |
| <b>TOTAL Fee for Council Workshop #2 Scope</b>             |              |             | <b>\$10,290</b> |

| <b>COMMUNITY MTG #3</b>                                    | <b>HOURS</b> | <b>RATE</b> | <b>COST</b>     |
|------------------------------------------------------------|--------------|-------------|-----------------|
| <u>Architectural Services</u>                              |              |             |                 |
| <u>Program Updates for 3 scopes (small, medium, large)</u> |              |             |                 |
| Architect                                                  | 6            | \$230       | \$1,380         |
| Design Professional                                        | 8            | \$125       | \$1,000         |
| <u>Concept Development for 3 scopes</u>                    |              |             |                 |
| Architect                                                  | 6            | \$230       | \$1,380         |
| Design Professional                                        | 16           | \$125       | \$2,000         |
| <u>Presentation (findings &amp; recommendations)</u>       |              |             |                 |
| Architect                                                  | 4            | \$230       | \$920           |
| Design Professional                                        | 12           | \$125       | \$1,500         |
| Graphic Designer                                           | 4            | \$150       | \$600           |
| <u>Meeting Attendance</u>                                  |              |             |                 |
| Architect (incl drive time)                                | 4            | \$230       | \$920           |
| Design Professional (virtually)                            | 2            | \$125       | \$250           |
| <u>Cost Estimating</u>                                     |              |             |                 |
|                                                            | lump sum     |             |                 |
| Updated Conceptual Pricing 3 scopes (small, medium, large) | 1            | \$2,300     | \$2,300         |
| <b>TOTAL Fee for Community Mtg #3 Scope</b>                |              |             | <b>\$12,250</b> |

| <b>COUNCIL WORKSHOP #3</b>                                 | <b>HOURS</b> | <b>RATE</b> | <b>COST</b>     |
|------------------------------------------------------------|--------------|-------------|-----------------|
| <u>Architectural Services</u>                              |              |             |                 |
| <u>Program Updates for 3 scopes (small, medium, large)</u> |              |             |                 |
| Architect                                                  | 6            | \$230       | \$1,380         |
| Design Professional                                        | 8            | \$125       | \$1,000         |
| <u>Concept Development for 3 scopes</u>                    |              |             |                 |
| Architect                                                  | 10           | \$230       | \$2,300         |
| Design Professional                                        | 16           | \$125       | \$2,000         |
| <u>Presentation (findings &amp; recommendations)</u>       |              |             |                 |
| Architect                                                  | 10           | \$230       | \$2,300         |
| Design Professional                                        | 32           | \$125       | \$4,000         |
| Graphic Designer                                           | 4            | \$150       | \$600           |
| <u>Workshop Attendance</u>                                 |              |             |                 |
| Architect (incl drive time)                                | 4            | \$230       | \$920           |
| Design Professional (virtually)                            | 2            | \$125       | \$250           |
| <u>Cost Estimating</u>                                     |              |             |                 |
|                                                            | lump sum     |             |                 |
| Updated Conceptual Pricing 3 scopes (small, medium, large) | 1            | \$2,300     | \$2,300         |
| Workshop Attendance                                        | 1            | \$1,150     | \$1,150         |
| <b>TOTAL Fee for Council Workshop #3 Scope</b>             |              |             | <b>\$18,200</b> |

**Total Fee for Programming & Feasibility Study - Phase I** **\$82,910**

## Proposed Schedule – Phase I

The anticipated study schedule, assumes the first Community Meeting and first Council Workshop to take place in June 2026, the second Community Meeting and second Council Workshop in July 2026 and the third/final Community Meeting and third/final Council Workshop in August 2026. This timeline is understood to align with upcoming fiscal decisions by County Council to select a scope and aligned budget for the planned community center.

## Scope of Work – Phase II (details TBD)

*We understand that upon County Council approving the project scope and timeline, MPS shall be engaged to assist Jasper County with the development of a performance-based design/build specification and complete QAQC reviews on behalf of Jasper County for all design/build phases as an owner's rep.*

## Fee Structure – Phase II (details TBD)

*Upon County Council approving a project scope and timeline for the upcoming Community Center, MPS will assemble a fee structure as owner's representative to Jasper County per the afore noted Phase II scope of work, or updated scope of work at that time.*

## MPS / MPS Consultant Exclusions

- Community Meeting / Council Workshop scheduling
- FOIA notices / notifications / postings
- Phase II scope of work
- Site facilities design, e.g. playground area, half basketball court, softball field, park elements
- MEP/FP systems
- Scheduling and critical path scheduling
- Sustainability / Resilience related design or certifications
- Energy modeling / daylighting simulation
- Life Cycle Cost Analysis
- 3D renderings or graphic representations beyond those included in this proposal
- Re-Start Up Costs (for project on hold greater than 60 days)
- Items not specifically mentioned in the MPS / MPS Consultant Scope of Work

## Additional Services

Additional services as required, requested, or for any listed exclusions above, can be provided on an hourly basis or pre-negotiated fee.

## Reimbursable Expenses

Printing and Plotting of Documents, Copying, Postage and Shipping, Materials for Presentation Purposes, Travel expenses (mileage, meals, and lodging if required). Reimbursable expenses will be billed at a 1.15 multiplier.

Estimated cost: \$2,500



## Terms

Invoices will be sent monthly for the percentage amount of the work completed. Terms: net 30 days. A monthly service charge of 1.5% (18 percent annual rate) will be added to all unpaid invoices, 30 days past date of invoice.

## Acceptance

If this proposal is acceptable to you, please sign the enclosed copy and return it to us for our files. It is our understanding, that we will enter into a mutually agreeable Jasper County Professional Services Contract.

We look forward to continuing to work with you on this important programming and feasibility study. Our team has worked together on many projects, and we welcome the opportunity to become partners to help Jasper County plan for community projects aligned with the rapid population growth in Jasper County. Thank you again for this opportunity. Should you have any questions, do not hesitate to contact me at (843) 566-0771 or via email at [pmyers@mcmillanpazdansmith.com](mailto:pmyers@mcmillanpazdansmith.com).

Sincerely,

Paulette Myers, AIA, LEED AP  
Principal | Charleston Studio Director

Annette Lippert  
Project Architect

cc:

- Andrew P. Fulghum – Jasper County Administrator
- Eric Larson – Jasper County Development Services Division Director
- William Gray – MPS
- Brian Fessler – MPS
- File

Attachments:

- Exhibit 1: 2026 MPS Schedule of Hourly Rates

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2026

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James Iwanicki, PE  
Engineering Services Director  
Jasper County, SC



## BILL RATE SCHEDULE

**Effective January 1, 2026**

|                                     | <u>Hourly Rates</u> |
|-------------------------------------|---------------------|
| Founding Principal                  | \$330.00            |
| Principal Architect I               | \$310.00            |
| Principal Architect II              | \$260.00            |
| Planner                             | \$290.00            |
| Architect Senior                    | \$260.00            |
| Architect I                         | \$230.00            |
| Architect II                        | \$205.00            |
| Architect III                       | \$180.00            |
| Architect IV                        | \$160.00            |
| Architect V / Design Professional I | \$150.00            |
| Design Professional II              | \$140.00            |
| Design Professional III             | \$125.00            |
| Design Professional IV              | \$125.00            |
| Project Designer Senior             | \$215.00            |
| Project Designer I                  | \$180.00            |
| Project Designer II                 | \$150.00            |
| Project Designer III                | \$125.00            |
| Project Designer IV                 | \$115.00            |
| Project Designer V                  | \$105.00            |
| Specification Writer                | \$160.00            |
| Specification Writer Senior         | \$225.00            |
| Construction Administration Senior  | \$225.00            |
| Construction Admin I                | \$190.00            |
| Construction Admin II               | \$150.00            |
| Construction Admin III              | \$125.00            |
| Construction Admin IV               | \$105.00            |
| Interior Design Senior              | \$200.00            |
| Interior Design I                   | \$170.00            |
| Interior Design II                  | \$140.00            |
| Interior Design III                 | \$115.00            |
| Project Coordinator/Admin           | \$145.00            |

|                 |               |
|-----------------|---------------|
| Sub consultants | Cost plus 15% |
|-----------------|---------------|

Reimbursable Expense

|         |                  |
|---------|------------------|
| Mileage | Current IRS rate |
|---------|------------------|

|                                                   |               |
|---------------------------------------------------|---------------|
| Other Related Reimbursables (i.e. copies, prints) | Cost plus 15% |
|---------------------------------------------------|---------------|

Basic Services for projects on a lump sum fee or maximum fee basis are not affected by hourly rate adjustments.

AGENDA

ITEM # 10

Administrator's Report



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building  
358 Third Avenue – Courthouse Square – Post Office Box 1149  
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800*

Andrew P. Fulghum  
County Administrator

[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

Tisha L. Williams  
Executive Assistant

[tlwilliams@jaspercountysc.gov](mailto:tlwilliams@jaspercountysc.gov)

### **Administrator's Report April 20, 2026**

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1. Calendar Year 2026 Special Called Meetings and Workshops:  
A spreadsheet follows this report.
2. Joint Meeting with Municipalities re: Economic Development:  
Mr. Larson will report on the need for a joint Council meeting with all entities to review economic development practices, procedures, and results. He will be requesting permission to schedule such a meeting.
3. Stand-alone County Council Workshop re: Airport Runway Extension Grant Application:  
Mr. Larson will provide a status update and request permission to schedule such a meeting.

###

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





## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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Ridgeland, South Carolina 29936 - 843-717-3690 - Fax: 843-726-7800*

Andrew P. Fulghum  
County Administrator

[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

Tisha L. Williams  
Executive Assistant

[twilliams@jaspercountysc.gov](mailto:twilliams@jaspercountysc.gov)

### **Progress Report March 17, 2026 - April 20, 2026**

1. Agreed Upon Procedures (AUP) Engagement:  
Assisted auditors with contact information.
2. Meeting with Project Leader of the Savannah Coastal Refuge Complex:  
Hosted an introductory meeting between Mr. Nathan Hawkaluk and Ms. Kate Scheffer on March 23. Discussed Greenbelt Program and short and long-term conservation goals. Offered any local assistance available to secure the U.S. Fish and Wildlife Service as a potential partner in future conservation efforts.
3. Shared Services:  
Met with Mr. Gruber on March 24 to discuss consultant's proposal to identify costs for City of Hardeeville to serve fire and EMS services to the lower portion of the County. County Council is scheduled to meet in executive session with the Town of Ridgeland on April 15.
4. Code Enforcement:  
Participated in several internal meetings and conversations. Actively transferring Code Enforcement function under Development Services Division for FY Budget 2026-2027. Fire inspection and fire marshal duties to remain with Emergency Services Division.
5. Jasper Telfair Commercial Development Agreement (DA) and Planned Development District (PDD):  
Scheduled to meet with staff and Interim County Attorney on April 14 to review and discuss these documents. County Council to hold workshop on April 20.

6. Magistrate Court:

Met with Ms. Burgess, Ms. Holt, and magistrate court judges on March 31. Discussed a host of issues related to the growth of their work volume, compensation, and limited office space. Staff recommendation re: compensation is forthcoming.

7. Other Meetings/Events Attended or Scheduled to Attend:

County Council workshop on the Euhaw Overlay District on March 23, Jasper County Government Campus litter drive on March 26, and County Council executive session meeting re: shared services on April 15.