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Citizens may sign 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 1PM 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 1:00PM on Tuesday, September 2, 2025, or sign in on the colored Public Hearing Sign in Sheet outside the Council Chambers Doors 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 Bldg.  
358 3<sup>rd</sup> Avenue, Ridgeland, SC 29936

Tuesday, September 2, 2025  
**AGENDA**

## 5:00PM Workshop

➤ *Please silence your phones during the Workshop*

Call the Workshop to Order by Chairman Kemp:

- Airport Commission
- General Discussion

## 6:00PM Council Meeting

### 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:

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

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

### 4. Approval of the Regular Agenda:

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## PRESENTATION

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5. **Chief Russell Wells:** Award Presentation to Kim Recchia for being selected from Fire News as one of the 2025 Training Officers of the Year.

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**CHAIRMAN KEMP'S COMMENTS:**

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**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 6:00PM 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.

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**RESOLUTIONS**

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6. **Andrew Fulghum** – **Public Hearing** and consideration of Resolution **#R-2025-49** To Authorize the Jasper County Administrator to Execute a Surrender of Premises, Equipment Use, Transfer and Transition Agreement with its First Addendum by and between Jasper County, Jasper County Sheriff, and Jasper Animal Rescue Mission Regarding Animal Services and Related Matters.

7. **Andrew Fulghum** – Consideration of a Resolution **#R-2025-47** Adopting Airport Leasing Policy Principles and Directives to County Staff to Incorporate the Policy Directives Into Lease Documents, Appropriate Ordinances and/or Resolutions Regarding the Ridgeland Claude Dean Airport, and Matters Related Thereto. *(Tabled at the 07.21.2025 meeting; Removed from the 08.18.2025 Agenda)*

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**PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS**

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8. **Brittany Ward** – Consideration of the **2<sup>nd</sup> Reading** of Ordinance **#O-2025-20** of Jasper County Council to amend the Jasper County Code Of Ordinances to Establish Penalties, Authorize the Enforcement of the Code, and other matters related thereto by Amending the Following Chapters: Chapter 1 General Provisions; Chapter 3 Animals; Chapter 4 Alcoholic Beverages; Chapter 6 Buildings And Building Regulations; Chapter 8 Businesses; Chapter 9 Civil Emergencies; Chapter 10 Nuisances, Junkyards, Noise, And Litter; Chapter 18 Offenses And Miscellaneous Provisions; And Chapter 25 Streets, Sidewalks, And Public Places. *(1<sup>st</sup> reading 07.21.2025; Public hearing held 08.18.2025)*

9. **Lisa Wagner** – Consideration of the **3<sup>rd</sup> Reading** of Ordinance **#O-2025-21** to amend Article 9:6, Accessory Structures, of the Jasper County Zoning Ordinance, to Allow Increased Building Sizes For Accessory Structures in the Residential, Rural Preservation, and Resource Conservation Zoning Districts. *(1<sup>st</sup> Reading 07.21.2025; Public hearing and 2<sup>nd</sup> reading 08.18.2025)* Link to Documents:  [Zoning Text Amendment - 9.6 Accessory Structures.pdf](#)

10. **Lisa Wagner** - Consideration of the **3<sup>rd</sup> Reading** of Ordinance **#O-2025-07** to amend the Official Zoning Map of Jasper County so as to Transfer a Property Located at 139 Hartwell Avenue, Bearing Jasper County Tax Map Number 080-03-00-019 From The Mixed Business Zoning District to the General Commercial Zoning District on the Jasper County Official Zoning Map. *(1<sup>st</sup> Reading 03.03.2025; Public Hearing And 2<sup>nd</sup> Reading 03.17.2025)* Link to Documents:  [Zoning Map Amendment - 139 Hartwell Avenue](#)

11. **Craig Dannegger** – **Public Hearing** and Consideration of the **3<sup>rd</sup> Reading** of Ordinance **#O-2025-25** Authorizing the Execution and Delivery of Amended and Restated Fee-In-Lieu Of Tax Agreements by and between CP Hardeeville, LLC, CPH Parcel A Owner, LLC, CPH Parcel B Owner, LLC, CPH Parcel C Owner, LLC, and Jasper County, South Carolina With Respect To Certain Economic Development Property in the County, Whereby Such Property Will Be Subject to Certain Payments In Lieu Of Taxes; and other matters relating thereto. (Project Clarius) (*1<sup>st</sup> Reading 07.21.2025; Public hearing and 2<sup>nd</sup> reading 08.18.2025*)
12. **Blair Belk** – **Public Hearing** and Consideration of the **2<sup>nd</sup> Reading** of Ordinance **#O-2025-27** Authorizing the Execution and Delivery of a Fee-In-Lieu of *Ad Valorem* Taxes by and between Jasper County, South Carolina and CCBCC Operations, LLC, to Provide for Payment of a Fee-In-Lieu of Taxes; and other related matters. (*1<sup>st</sup> Reading 08.18.2025*)
13. **Kimberly Burgess** – Consideration and approval of the transfer of property previously deemed surplus to the Sheriff Department for use as a support vehicle.
14. **Kimberly Burgess** – **Public Hearing Only** for a public hearing concerning an application to be submitted to the SC Dept. of Commerce, Grants Administration on or about September 15, 2025, for a Community Development Block Grant for the Coosawhatchie Fire Station.
15. **Jim Iwanicki** – Consideration of the approval of the Contract for the Program Manager for the 2024 Transportation Sales Tax.

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#### CONSENT AGENDA

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16. Approval of the Minutes 05.05.2025 and 05.07.2025
17. **Lisa Wagner** – Consideration of the **3<sup>rd</sup> Reading** Of Ordinance **#O-2025-24** to amend the Jasper County Code Of Ordinances, Chapter 25 – Article III, Naming And Addressing Of Roads, Section 123 Definitions, (1) County Road And (2) Private Road, So As To Correct Definitions Due To Scrivener Errors Contained In Ordinance Number #O-2025-12. (*1<sup>st</sup> Reading 07.21.2025; Public hearing and 2<sup>nd</sup> reading 08.18.2025*) Link to Documents: ☐ [Text Amendment - Code of Ord.Chapter 25 Road Naming and Addressing](#)
18. **Lisa Wagner** – Consideration of the **3<sup>rd</sup> Reading** of Ordinance **#O-2025-22** to amend the Official Zoning Map of Jasper County so as to Transfer Two Properties Located Along Speedway Boulevard and Purrysburg Road, Bearing Jasper County Tax Map Numbers 039-00-01-040 And 039-00-01-041 from the Community Commercial and Residential Zoning District to the Community Commercial Zoning District on the Jasper County Official Zoning Map. (*1<sup>st</sup> Reading 07.21.2025; Public hearing and 2<sup>nd</sup> reading 08.18.2025*) Link to Documents: ☐ [Zoning Map Amendment - Speedway Blvd. and Purrysburg Rd](#)
19. **Kimberly Burgess** – Consideration of the **3<sup>rd</sup> Reading** of Ordinance **#O-2025-26** Amending the Business License Ordinance of the County of Jasper to Update the Class Schedule as Required by Act 176 Of 2020. (*1<sup>st</sup> Reading 07.21.2025 Public hearing and 2<sup>nd</sup> reading 08.18.2025*)



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## 20. Administrator's Report:

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## 21. Councilmember Comments and Discussion:

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### 22. 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:

(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 –

**Class Action Regarding Ultra Processed Foods--Litigation**

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.**

### Return to Open Session

- 22.1 Action coming out of Executive Session

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

## 23. Adjournment:

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

AGENDA

ITEM:

Workshop

*RIDGELAND  
CLAUDE DEAN  
AIRPORT LEASE  
WORKSHOP 2025*



# *A FEW DOWNPLAYED FACTS*

19

19 is the number of hangars that the former Airport Manager turned over to the county with an expired lease.

30

30 is the total number of hangars with expired leases after you add the 11 that have expired since the county took control of the airport; staff has not obtained renewals.

10

10 is the number of hangars that have unexpired leases. Most of these hangars have not had lease payments accepted because of lease violations, making them non-compliant.

4

4 of the 10 is the number of hangars that currently stand in full compliance with their lease including having the lease paid in full.





## *THE STATUS QUO*

- Out of 40 hangars 36 are out of compliance with Council approved standards and ordinances.
- As a result, we are under a compliance action plan with the FAA.
- Failure to bring the airport into compliance will cost the county 10's of thousands of dollars per year in revenue.
- We have not been able to resolve this issue for 5 years.
- The proposed lease rates will move the airport toward being self-sufficient and free up general fund dollars to achieve many other county projects.

## *HYPOTHETICALLY SPEAKING*

### *CURRENT LEASE RATES & LEASE REVENUE POTENTIAL (EXISTING STRUCTURES)*

**\$ .28 CENTS PER SQUARE FOOT PER YEAR**

### *AVERAGE HANGAR SQ. FOOTAGE*

**2,712 SQ FT = \$759 PER YR. RENT**

**OR \$63.00 PER MONTH**

### *CURRENT TOTAL EXISTING ANNUAL HANGAR REVENUE*

**108,063 SQ FT = \$27,016 PER YR. RENT**

### *PROPOSED LEASE RATES\* & LEASE REVENUE POTENTIAL (EXISTING STRUCTURES)*

**\$4.80 PER SQFT. PER YEAR FOR EXISTING HANGARS**

**\$1.62 PER SQFT. PER YEAR FOR NEWLY DEVELOPED  
HANGARS & ADJUSTED LEASES**

### *AVERAGE HANGAR SQ. FOOTAGE*

**2,712 SQ FT = \$13,018 PER YR. RENT**

**OR \$1085 PER MONTH**

### *PROPOSED TOTAL EXISTING ANNUAL HANGAR REVENUE*

**108,063 SQ FT = \$518,702 PER YR. RENT**

\*Proposed lease rates are based off research with comparable local airports like Beaufort, Charleston Exec, Walterboro & more



## *THIS IS OUR BEST ESTIMATE*

### *CURRENT LEASE RATES & LEASE REVENUE POTENTIAL (EXISTING STRUCTURES)*

**\$.28 CENTS PER SQUARE FOOT PER YEAR**

*AVERAGE HANGAR SQ. FOOTAGE*

**40 @ 2712 SQ FT \$.28 PER SQFT. = \$27,016 PER YR. RENT**

**OR \$2,251 PER MONTH IN RENTS**

*ACTIONABLE TOTAL EXISTING  
ANNUAL HANGAR REVENUE*

**\$7000**

### *PROPOSED LEASE RATES\* & LEASE REVENUE POTENTIAL (EXISTING STRUCTURES)*

**\$4.80 PER SQFT PER YEAR FOR EXISTING HANGARS**

**\$1.62 PER SQFT PER YEAR FOR NEWLY DEVELOPED  
HANGARS & RATE ADJUSTED LEASES**

*AVERAGE HANGAR SQ. FOOTAGE*

**30 @ 2132 SQ FT @ 4.80 PER SQFT. = \$307,008 PER YR. RENT**

**OR \$25,584 PER MONTH**

**5 @ 2466 SQ FT @ 1.62 PER SQFT. = \$19,975 PER YR. RENT**

**OR \$1,665 PER MONTH**

**5 @ 4371 SQ FT @ .28 PER SQFT. = \$6,119 PER YR. RENT**

**OR \$510 PER MONTH**

*PROPOSED PROJECTED ANNUAL HANGAR REVENUE:*

**\$330,102**

\*Proposed lease rates are based off research with comparable  
local airports like Beaufort, Charleston Exec, Walterboro & more

*2025 AIRPORT BUDGET  
(ACTUAL AMOUNT)*

| Expenses                                 |             |
|------------------------------------------|-------------|
| OPERATIONS                               | \$687,156   |
| AIRPORT CONSTRUCTION<br>(DEBT REPAYMENT) | \$350,000   |
| TOTAL EXPENSES                           | \$1,037,156 |
| Revenue                                  |             |
| GRANTS & A TAXES                         | \$355,590   |
| FUEL SALES & CATERING<br>SERVICES        | \$393,208   |
| RENTS                                    | \$7,000     |
| TOTAL REVENUE                            | \$755,798   |
| NET GRAND TOTAL<br>(REVENUE –EXPENSES)   | (\$281,359) |

*2025 AIRPORT BUDGET  
(INCLUDING PROPOSED  
LEASE REVENUE)*

| Expenses                                 |             |
|------------------------------------------|-------------|
| OPERATIONS                               | \$687,156   |
| AIRPORT CONSTRUCTION<br>(DEBT REPAYMENT) | \$350,000   |
| TOTAL EXPENSES                           | \$1,037,156 |
| Revenue                                  |             |
| GRANTS & A TAXES                         | \$355,590   |
| FUEL SALES & CATERING<br>SERVICES        | \$393,208   |
| PROPOSED LEASE REVENUE                   | \$333,102   |
| TOTAL REVENUE                            | \$1,082,260 |
| NET GRAND TOTAL<br>(REVENUE –EXPENSES)   | \$45,104    |

# *FINAL TAKEAWAYS*

- The ultimate goal for the County Administration and the Council is to have the airport be able to financially sustain itself. This proposal will accomplish that.
- If these proposed lease rates had been in place last year, we would have been profitable and self-sustaining
- The current out of date lease rates are not allowing the airport to generate the revenue that current operational expenses demand.

## Hangar Lease Rates and Cumulative Payment Status

| Hangar Lease Rates |       |                           |               |               |              | Cumulative Payment Status |         |         |         |         |         |
|--------------------|-------|---------------------------|---------------|---------------|--------------|---------------------------|---------|---------|---------|---------|---------|
|                    | Lot # | Square ft                 | Rate per sqft | Annual Amount | Year Expired | 2020                      | 2021    | 2022    | 2023    | 2024    | 2025    |
| 1                  | A-1   | 2000                      | \$0.28        | \$560.00      | 8/1/2025     | \$600                     | \$900   | \$1,460 | \$2,020 | \$2,580 | \$3,140 |
| 2                  | A-2   | 1845                      | \$0.28        | \$516.60      | No Lease     | \$830                     | \$1,106 | \$1,666 | \$2,226 | \$2,786 | \$3,346 |
| 3                  | A-3   | 1102                      | \$0.28        | \$308.56      | 6/1/2025     | \$326                     | \$492   | \$656   | \$822   | \$987   | \$1,152 |
| 4                  | B-1   | 2880                      | \$0.15        | \$432.00      | 4/1/2040     | \$252                     | \$684   | \$1,116 | \$1,548 | \$1,728 | \$432   |
| 5                  | B-2   | 3036                      | \$0.28        | \$850.08      | No Lease     | \$0                       | \$427   | \$1,277 | \$2,127 | \$2,977 | \$3,828 |
| 6                  | B-3   | 1290                      | \$0.00        | \$0.00        | 0            | \$0                       | \$0     | \$0     | \$0     | \$0     | \$0     |
| 7                  | C-1   | 1800                      | \$0.28        | \$504.00      | No Lease     | \$0                       | \$0     | \$234   | \$738   | \$1,242 | \$1,746 |
| 8                  | C-2   | 2400                      | \$0.28        | \$672.00      | No Lease     | \$0                       | \$0     | \$312   | \$984   | \$1,656 | \$2,328 |
| 9                  | D-1   | 2400                      | \$0.28        | \$672.00      | No Lease     | \$360                     | \$720   | \$1,392 | \$2,064 | \$2,736 | \$3,408 |
| 10                 | D-2   | 1600                      | \$0.28        | \$448.00      | 4/1/2040     | \$0                       | \$240   | \$688   | \$1,136 | \$1,548 | \$2,032 |
| 11                 | D-3   | 3120                      | \$0.15        | \$468.00      | 4/30/2040    | \$0                       | \$0     | \$0     | \$0     | -\$98   | \$382   |
| 12                 | E-1   | 2400                      | \$0.28        | \$672.00      | No Lease     | \$0                       | \$360   | \$1,032 | \$1,704 | \$2,376 | \$3,048 |
| 13                 | E-2   | 1824                      | \$0.15        | \$273.60      | 7/1/2025     | \$641                     | \$914   | \$1,188 | \$1,462 | \$1,735 | \$2,009 |
| 14                 | E-3   | 1500                      | \$0.28        | \$420.00      | 6/30/2024    | \$0                       | \$0     | \$0     | \$0     | \$132   | \$552   |
| 15                 | F-1   | 1760                      | \$0.28        | \$492.80      | No Lease     | \$0                       | \$0     | \$163   | \$656   | \$1,148 | \$1,641 |
| 16                 | F-2   | 2000                      | \$0.28        | \$560.00      | No Lease     | \$810                     | \$1,080 | \$1,640 | \$2,200 | \$2,760 | \$3,320 |
| 17                 | F-3   |                           |               | \$0.00        | 0            |                           |         |         |         |         |         |
| 18                 | G-1   | 1512                      | \$0.28        | \$423.36      | 6/1/2040     | \$0                       | \$0     | \$0     | \$0     | \$0     | \$0     |
| 19                 | G-3   | 2000                      | \$0.28        | \$560.00      | No Lease     | \$900                     | \$1,200 | \$1,760 | \$2,320 | \$2,880 | \$3,440 |
| 20                 | H-1   | 3840                      | \$0.28        | \$1,075.20    | No Lease     | \$1,728                   | \$2,304 | \$3,379 | \$4,454 | \$5,530 | \$6,604 |
| 21                 | H-2   | 2400                      | \$0.28        | \$672.00      | No Lease     | \$0                       | \$0     | \$312   | \$984   | \$1,656 | \$2,328 |
| 22                 | H-3   | 2400                      | \$0.28        | \$672.00      | 7/1/2040     | \$0                       | \$0     | \$0     | \$0     | \$0     | \$0     |
| 23                 | I-1   | 3840                      | \$0.28        | \$1,075.20    | No Lease     | \$2,178                   | \$2,904 | \$3,979 | \$5,054 | \$6,130 | \$7,205 |
| 24                 | I-3   | 6000                      | \$0.28        | \$1,680.00    | 12/1/2037    | \$0                       | \$0     | \$900   | \$1,800 | \$2,700 | \$3,600 |
| 25                 | J-1   | 3744                      | \$0.28        | \$1,048.32    | No Lease     | \$0                       | \$0     | \$312   | \$984   | \$1,656 | \$2,328 |
| 26                 | J-2   | 1800                      | \$0.28        | \$504.00      | No Lease     | \$810                     | \$1,080 | \$1,584 | \$2,088 | \$2,592 | \$3,096 |
|                    | J-3   | 4 Hangar Unit Condominium |               |               |              | \$0                       | \$884   | \$1,206 | \$3,457 | \$5,708 | \$7,986 |
| 27                 | J-3-A | 2009                      | \$0.28        | \$562.52      | No Lease     |                           |         |         |         |         |         |
| 28                 | J-3-B | 2009                      | \$0.28        | \$562.52      | No Lease     |                           |         |         |         |         |         |
| 29                 | J-3-C | 2009                      | \$0.15        | \$301.35      | 2/1/2040     |                           |         |         |         |         |         |

## Hangar Lease Rates and Cumulative Payment Status

| Hangar Lease Rates |       |           |                                 |               |              | Cumulative Payment Status |          |          |          |          |           |
|--------------------|-------|-----------|---------------------------------|---------------|--------------|---------------------------|----------|----------|----------|----------|-----------|
|                    | Lot # | Square ft | Rate per sqft                   | Annual Amount | Year Expired | 2020                      | 2021     | 2022     | 2023     | 2024     | 2025      |
| 30                 | J-3-D | 2009      | \$0.28                          | \$562.52      | No Lease     |                           |          |          |          |          |           |
| 31                 | K-1   | 3840      | \$0.28                          | \$1,075.20    | 12/1/2013    | \$1,728                   | \$2,304  | \$3,379  | \$4,454  | \$5,530  | \$6,641   |
| 32                 | K-3   | 1680      | \$0.28                          | \$470.40      | 7/1/2025     | \$0                       | \$0      | \$252    | \$252    | \$252    | \$252     |
| 33                 | L-1   | 3600      | \$0.28                          | \$1,008.00    | 9/1/2023     | \$0                       | \$0      | \$0      | \$0      | \$0      | \$240     |
| 34                 | L-3   | 1760      | \$0.28                          | \$492.80      | 10/15/2023   | \$0                       | \$0      | \$0      | \$0      | \$0      | \$136     |
| 35                 | M-1   | 3036      | \$0.28                          | \$850.08      | 10/15/2023   | \$0                       | \$0      | \$83     | \$933    | \$933    | \$933     |
| 36                 | M-3   | 2400      | \$0.28                          | \$672.00      | 2/15/2023    | \$1,080                   | \$1,440  | \$1,800  | \$2,472  | \$3,144  | \$3,816   |
| 37                 | N-1   | 2000      | \$0.28                          | \$560.00      | 6/21/2023    | \$0                       | \$0      | \$0      | \$560    | \$1,120  | \$1,680   |
| 38                 | N-3   | 5418      | \$0.28                          | \$1,517.04    | 5/1/2013     | \$83                      | \$1,247  | \$2,411  | \$3,576  | \$4,740  | \$5,904   |
| 39                 | O-1   | 2400      | \$0.28                          | \$672.00      | 7/1/2025     | \$0                       | \$0      | \$0      | \$0      | \$0      | -\$98     |
| 40                 | O-3   | 7000      | \$0.15                          | \$1,050.00    | 4/1/2038     | \$3,150                   | \$4,200  | \$5,250  | \$6,300  | \$7,350  | \$8,400   |
| 41                 | P-1   | 2400      | \$0.15                          | \$360.00      | 6/1/2040     | \$120                     | \$480    | \$840    | \$1,200  | \$1,560  | \$1,920   |
| 42                 | Q1    | 4000      | \$0.28                          | \$1,120.00    | No Lease     | \$600                     | \$1,200  | \$2,320  | \$3,440  | \$4,560  | \$5,680   |
|                    |       | 108,063   | Total Cumulative Payment Status |               |              | \$18,216                  | \$28,187 | \$44,614 | \$66,038 | \$86,357 | \$106,479 |

### Summary of Facts

|                                                         |              |
|---------------------------------------------------------|--------------|
| Outstanding lease payments                              | \$106,479.00 |
| Airport Occupants with no lease                         | 18           |
| Airport Tenants with Expired Lease                      | 13           |
| Airport Tenants With Active Lease                       | 9            |
| Airport Tenants & Occupants not contractually obligated | 31           |

### Legend

- No Lease** = We have no lease on file with the occupant claiming to own the hangar.
- Expired Lease** = There is a lease on file, but it has expired on the given date. This data is recorded as a date in red.
- Active Lease** = There is a lease on file that is active and subject to the terms of a lease.

AGENDA

ITEM # 5



AGENDA

ITEM:

Chairman's Comments

AGENDA

ITEM:

Citizen Comments

AGENDA

ITEM # 6

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**RESOLUTION R-2025-49**

**A RESOLUTION  
OF JASPER COUNTY COUNCIL**

**TO AUTHORIZE THE JASPER COUNTY ADMINISTRATOR TO EXECUTE A SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT WITH ITS FIRST ADDENDUM BY AND BETWEEN JASPER COUNTY, JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION REGARDING ANIMAL SERVICES AND RELATED MATTERS**

**WHEREAS**, Jasper County has previously entered into an Intergovernmental Agreement with Beaufort County (IGA) which, among other things, provides for temporary assistance with staffing and operating its animal shelters by Beaufort County, through its Animal Services Department and partner organizations, replacing the Jasper County Animal Rescue Mission (JARM) as the animal shelter operator and service provider; and

**WHEREAS**, in order to provide for the orderly transfer of possession of the premises used as an animal shelter at 401 Carter's Mill Road, Jasper County, South Carolina (the Premises) and the most efficient disposition of the personal property located at the Premises which belong to JARM, a document entitled "SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT WITH ITS FIRST ADDENDUM BY AND BETWEEN JASPER COUNTY, JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION (Agreement and Addendum) has been negotiated and prepared for adoption and execution by the respective Parties, with a specimen copy being attached as Exhibit "A" hereto, which addresses the relative responsibilities of the Parties and payment for certain items; and

**WHEREAS**, pursuant to the terms of the IGA with Beaufort County, physical control of the animal shelter began on August 1, 2025, and after an initial assessment, it

appears the best interests and welfare of the animals may be served by a temporary closure of the facilities at the Premises, with housing to be provided at Beaufort County's facilities while a more permanent solution is finalized, which may include either a Jasper County replacement facility or a joint venture facility with Beaufort County; and

**WHEREAS**, Jasper County Council finds, after public hearing, that it is in the best interest of the citizens and residents of Jasper County for the County Council to authorize the execution of the Agreement and First Addendum with the Jasper County Administrator authorized to execute the Intergovernmental Agreement on behalf of Jasper County, as well as exploring with Beaufort County the feasibility of a joint venture facility and in the interim, the housing of animals at the Beaufort County facility while the more permanent solution is finalized.

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

1. Jasper County Council adopts the foregoing premises as findings, and further finds that it is in the best interest of the County and its citizens, and approves the attached specimen SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT WITH ITS FIRST ADDENDUM BY AND BETWEEN JASPER COUNTY, JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION (Agreement and First Addendum) for execution by the County Administrator on behalf of Jasper County, with allowance granted to make any such grammatical or non-substantial edits as the County Attorney may recommend prior to execution.
2. That County Council authorizes the payment to Jasper County Animal Rescue Mission the total sum of \$70,533.00 as detailed in the First Addendum, representing \$42,200.00 for personal property and \$28,333.00 for services and operational reimbursement, with payment to be made from the funds appropriated for operation of the animal shelter in the 2026 County Budget, Department 090, Line Item 5065; and the County Administrator is directed to take such other and further actions as may be recommended by the County Attorney and/or the Chief Financial Officer, including but

not limited to preparing an amendment to the 2026 Budget Ordinance in due course, if such should be necessary or advisable.

3. The County Administrator is authorized to engage in discussions with Beaufort County to determine whether on a temporary basis, it is desirable to process and house animals from Jasper County at the existing Beaufort County facilities rather than the facilities located at 401 Carter's Mill Road in Ridgeland while a more permanent solution is finalized, as well as exploring with Beaufort County the opportunities to enter into an agreement for a joint venture that could include construction of a facility in Beaufort County to accommodate Jasper County animals
4. This Resolution shall take effect upon approval by Council, with the Intergovernmental Agreement to be effective upon the final party thereto executing and delivering the Intergovernmental Agreement to the other parties.

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**John A. Kemp**  
**Chairman of Jasper County Council**

**ATTEST:**

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**Wanda Giles**  
**Clerk to Council**

**Adopted:** \_\_\_\_\_

It is required that the following Exhibit be attached:

SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION  
AGREEMENT WITH ITS FIRST ADDENDUM BY AND BETWEEN JASPER COUNTY,  
JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION

Reviewed for form and draftsmanship by the Jasper County Attorney.

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**David L. Tedder**

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**Date**





**EXHIBIT “A”**

**SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND  
TRANSITION AGREEMENT WITH ITS FIRST ADDENDUM BY AND  
BETWEEN JASPER COUNTY, JASPER COUNTY SHERIFF, AND JASPER  
ANIMAL RESCUE MISSION**

**SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND  
TRANSITION AGREEMENT BY AND BETWEEN JASPER COUNTY, JASPER  
COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION**

WHEREAS, Jasper County Animal Rescue Mission (JARM) has previously leased from Jasper County certain premises used as an animal shelter at 401 Carter's Mill Road, Jasper County, South Carolina (the Premises), and is still in possession of the Premises although the formal lease has expired; and

WHEREAS, JARM has remained in possession for the purposes of providing animal shelter and animal control purposes to Jasper County; and

WHEREAS, Jasper County and Beaufort County have entered into an Intergovernmental Agreement by which Beaufort County will assist with animal control and shelter needs in Jasper County through utilization of its resources, including its Animal Services Department; and

WHEREAS, the Jasper County Sheriff provides animal control enforcement and related services by virtue of State statutes and County ordinances, and is entering into this Agreement in furtherance of those authorities and responsibilities; and

WHEREAS, as part of the provision of services by Beaufort County, it is necessary and desirable for Jasper County and/or the Jasper County Sheriff to take possession of the Premises and provide for its operation under the auspices of Jasper County and/or the Jasper County Sheriff to facilitate the implementation of the Intergovernmental Agreement; and

WHEREAS, in order to transition in an orderly fashion from JARM providing the traditional animal control and shelter functions to utilization of Beaufort County resources and assistance to provide Jasper County and the Jasper County Sheriff with animal control intake, medical treatment, and sheltering of animals, it is necessary and desirable to agree on a process by which to transfer possession of the animal shelter premises from JARM while continuing to provide for the and protection of animals already housed at the animal shelter and in the custody of JARM;

NOW THEREFORE, IT IS AGREED by Jasper Animal Rescue Mission (JARM), Jasper County (County), and the Jasper County Sheriff (Sheriff) as follows:

1. Physical possession and occupancy of the animal shelter located at 401 Carter's Mill Road, Jasper County, South Carolina (the Premises), will be given to the County by JARM on (or before if otherwise agreed) at 9:00 a.m. Friday, August 1, 2025.
2. Prior to or contemporaneous with the transfer of possession, JARM shall provide a schedule/inventory of its personal property located on or within the Premises, specifying 1) which personal property items thereof will be removed prior to the August 1 transfer date, 2) which personal property items will remain on the Premises for the temporary use by the County, the Sheriff, or Beaufort County and its/their employees, agents, and affiliate organizations (collectively and individually, as the context requires, the New Animal Service Provider) engaged in animal control and shelter operations for a period not to exceed 30 days to accommodate the substitution or replacement of such equipment by the New Service Provider, ensuring for the uninterrupted care of the animals at the shelter; and 3) personal property items which have been identified by JARM and the New Service Provider for purchase by the New Animal Service Provider from JARM upon mutually agreeable pricing.
3. Prior to the transfer of possession, medical supplies, including any regulated Schedule drugs located on site will be inventoried, and arrangements made for either the purchase by the New Service Provider or their removal from the Premises, all of which is to be in compliance with State and Federal requirements.
4. Contemporaneously with the transfer of possession, JARM shall provide the Sheriff and/or Beaufort County Animal Control the digitized medical records (the Shelter Love database) for the animals being released by JARM to the New Animal Service Provider, as well as the appropriate documents evidencing the transfer of ownership and control of the animals being released by JARM to the New Animal

Service Provider, including but not limited to such evidences of surrender of the animal to JARM and the assignment of same to the New Animal Service Provider. In the event the data transfer requires technical and/or software purchase for conversion and transfer, either directly from the provider or by purchase of the database license from JARM, Jasper County agrees to reimburse upon invoice from Beaufort County such sums as may be necessary to accomplish the transfer, not to exceed \$12,000.00.

5. Items which have been identified for temporary use will be removed by JARM on a mutually agreeable schedule to be devised on or before August 15, 2025, with such removals to occur during normal business hours, Monday through Friday, unless otherwise mutually agreed subsequent to this Agreement's execution.
6. Prior to or as soon as practical to the transfer of possession on August 1, 2025, the County will take appropriate steps to have the utilities serving the Premises transferred from JARM to the County, including making arrangements for a telephone number to be associated with the animal shelter, either by transfer of the present number used by JARM for the shelter or obtaining a new phone number separate and distinct.
7. The County and JARM agree and acknowledge the Premises are being surrendered in an "as-is" condition, and at this time there are no claims for property damage by either against the other. Both parties agree to take reasonable steps to minimize and disturbance or damage to the Premises incident to the removal of any property identified in Paragraph 5 above.
8. The parties hereto agree to undertake reasonable efforts to publicize on their respective websites and social media sites information regarding the transfer of possession and service responsibilities in an effort to minimize disruptions in the provision of these animal care services.

9. Each party to this Agreement (which, in the case of JARM, shall mean its officers and the members of the Board, and in the case of the County, its Council Members, Administrators and Department Heads) agrees, during the Term of this Agreement and thereafter, to refrain from Disparaging (as defined below) the other party or parties, or any of their directors, officers, agents, representatives or employees, either orally or in writing. Nothing in this paragraph shall preclude any party from making truthful statements that are reasonably necessary to comply with applicable law, regulation or legal process, or to defend or enforce a party's rights under this Agreement. For purposes of this Agreement, "Disparaging" means making remarks, comments or statements, whether written or oral, that impugn the character, integrity, reputation, abilities of the person being disparaged, or of the practices and procedures of the parties.

In witness whereof the parties here to have caused this Agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES AS TO  
JASPER ANIMAL RESCUE MISSION

**JASPER      ANIMAL      RESCUE  
MISSION**

By:

\_\_\_\_\_  
, Chairman

\_\_\_\_\_

\_\_\_\_\_

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

WITNESSES AS TO  
JASPER COUNTY SHERIFF

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WITNESSES AS TO  
JASPER COUNTY:

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**JASPER COUNTY SHERIFF**

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**Chris Malphrus**  
Sheriff

**JASPER COUNTY**

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**Andrew Fulghum**  
County Administrator

**FIRST ADDENDUM TO SURRENDER OF PREMISES, EQUIPMENT USE,  
TRANSFER AND TRANSITION AGREEMENT BY AND BETWEEN JASPER  
COUNTY, JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE  
MISSION**

WHEREAS, Jasper Animal Rescue Mission (JARM), Jasper County (County), and the Jasper County Sheriff (Sheriff) have contemporaneously entered into a SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT (Agreement) by which the possession of the Jasper County Animal Shelter (Shelter) and operations of the animal shelter was transferred from JARM to Jasper County and the Sheriff, who have entered into a separate Intergovernmental Agreement with Beaufort County to operate the Shelter on a temporary basis while a more permanent arrangement is negotiated and implemented; and

WHEREAS the Agreement provided for a listing of equipment and other personal property that was to be either sold or donated to Jasper County to facilitate the operation of the Shelter, as well as property that was to ultimately be removed by JARM (see paragraph 2 of the Agreement); and

WHEREAS, the attached EXHIBITS describe with particularity those items and the price for each, as applicable; and

WHEREAS, the Parties wish to further address the costs of operation of the Shelter by JARM for the period prior to the date of surrender of possession of the Premises, determined and agreed to be the one month of July, 2025, being \$28,333.00, representing one-twelfth (1/12) of \$340,000.00 annual funds appropriated by Jasper County for Fiscal Year 2025-2026; and

WHEREAS, it is the desire of the parties to memorialize in this FIRST ADDENDUM TO SURRENDER OF PREMISES, EQUIPMENT USE, TRANSFER AND TRANSITION AGREEMENT BY AND BETWEEN JASPER COUNTY, JASPER COUNTY SHERIFF, AND JASPER ANIMAL RESCUE MISSION (First Addendum) such listing, pricing, timing for removal, payment for services and related matters;

NOW THEREFORE, it is agreed by the Parties hereto that the following Exhibits setting forth the disposition of the personal property at the Shelter (and pricing, as applicable) are approved, as well as the amount of compensation for the services of JARM in operating the Shelter prior to the surrender of possession; and

FURTHER AGREED that Jasper County will take formal action by separate Resolution and/or Ordinance of Jasper County approving the Agreement and this Addendum, and directing the payment to JARM 1) of the sum of \$42,200.00 for the purchase price of the items being sold to Jasper County or the New Service Provider as detailed on Exhibit A-

1, and 2) the sum of \$28,333.00 for the services rendered by JARM prior to the surrender of the Premises; and

IT IS FURTHER AGREED that JARM will take such official actions as are necessary to deliver a Bill of Sale and/or such other documentation as may be necessary or desirable to effect the Agreement and Addendum.

In witness whereof the parties here to have caused this Agreement to be  
executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSES AS TO  
JASPER ANIMAL RESCUE MISSION

**JASPER ANIMAL RESCUE  
MISSION**

By:

\_\_\_\_\_, Chairman

WITNESSES AS TO  
JASPER COUNTY SHERIFF

**JASPER COUNTY SHERIFF**

\_\_\_\_\_  
**Chris Malphrus**  
Sheriff

WITNESSES AS TO  
JASPER COUNTY:

**JASPER COUNTY**

\_\_\_\_\_  
**Andrew Fulghum**  
County Administrator



**EXHIBIT A-1**  
**PROPERTY BEING SOLD**

|                                                       |                    |
|-------------------------------------------------------|--------------------|
| 18 - European Kennels @ 900/ea.                       | \$16,200.00        |
| 14 - 4X8 Holding Kennels @ \$400/ea.                  | \$5,600.00         |
| Lot of HDPE Dividers                                  | \$5,000            |
| Lot of Stainless Steel Puppy Kennels                  | \$6,000.00         |
| 1 3-bowl Stainless Steel Sink                         | \$600.00           |
| 1 Stainless Steel Grooming Sink                       | \$500.00           |
| 1 Shorline Scale                                      | \$300.00           |
| 1 12,000BTUH Portable A/C Unit                        | \$800.00           |
| 1 8'X20' Conex Box (Storage)                          | \$1,700.00         |
| Fencing Services by Hilton Head Fence at the facility | \$5,500.00         |
| <b>TOTAL</b>                                          | <b>\$42,200.00</b> |

**EXHIBIT A-2**  
**PROPERTY BEING DONATED BY JARM**

6 VHF Radios for onsite communication valued at \$500.00

6 Landline Cordless phone set.

All plastic carriers and any other material/supplies located in Conex box #2

All wire crates and any other material/supplies located in Conex box #1

Artificial Turf that was recently placed in outside Puppy Pen valued at \$800.00

Metal Dividers that were installed in Dog Isolation valued at \$800.00

2 Plastic Deck Boxes used to house blankets for the Winter months.

1 Push lawn mower, working.

2 Pressure Washers, 1 working, 1 unknown.

Several brand new cooling fans for the facility.

3 brand new Dog Igloo Houses valued at \$250/ea.

Renovations to 3 rooms within the building valued at \$2,500.00

3 Office Desks and associated file cabinets.

Any food left in the Food Shed.

Any material or supplies left in the Equipment Shed.

Any material/supplies left in the White Shed.

Any cleaning supplies left at the facility.

Any medications left at the facility.

**EXHIBIT A-3**  
**PROPERTY BEING REMOVED BY JARM**

3 computers and 1 printer/scanner.

2 - drawer SAFE in Manager's Office

AGENDA

ITEM # 7

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2025-47**

**RESOLUTION OF JASPER COUNTY COUNCIL**

**ADOPTING AIRPORT LEASING POLICY PRINCIPLES AND DIRECTIVES TO  
COUNTY STAFF TO INCORPORATE THE POLICY DIRECTIVES INTO  
LEASE DOCUMENTS, APPROPRIATE ORDINANCES AND/OR  
RESOLUTIONS REGARDING THE RIDGELAND CLAUDE DEAN AIRPORT,  
AND MATTERS RELATED THERETO**

**WHEREAS**, Jasper County Council has previously adopted policies and approved documents to be used in the leasing of grounds used for hangar operations, most recently by Ordinance 2019-14, adopted June 18, 2019, Ordinance 19-22, adopted November 4, 2019, and Ordinance O-2023-02, adopted June 20, 2023, which included, among other things, terms and conditions for lease renewals and new leases and disposition of the hangar improvements at the end of the lease term; and

**WHEREAS**, since the adoption of those policies and documents, issues have arisen which include being formally directed by the Federal Aviation Administration (the “FAA”) to undertake a Corrective Action Plan to bring the Ridgeland Claude Dean Airport (the “Airport”) into compliance with the Grant Assurances agreed to by the County when it accepted federal funding, including asserting control of the airport premises and the areas being leased, and making the airport as self-sufficient financially as possible; and

**WHEREAS**, for more than a year, county staff has been assessing the status of leases for hangar spaces at the Airport, including their respective expiration dates, payment status, and whether the specific lease contained a variant of what is typically referred to as a “reverter” clause, by which the physical improvements comprising the hangar either become the property of the County at the end of the extended lease in exchange for the

lease being of a sufficiently lengthy term at reduced rental rates to allow for recovery by the hangar owner of the costs of installing the hangar improvements, or may be removed by the hangar owner within the time limits initially included in the lease; and.

**WHEREAS**, having completed a systematic analysis of the status of the hangar leases at the Airport, staff has provided a listing of the current hangar leases and their status to Council, and in conjunction with assistance from the FAA staff, including direct communications with FAA advisors, created a framework by which the existing hangars are grouped based on the existence or not of valid lease agreements and the type of reversion (or not) that is or was included in the particular lease for the hangar; and

**WHEREAS**, County Council with staff assistance has examined the appropriate factors identified by the FAA as useful in determining a self-sustaining rental structure for the Airport, and determined the rates for hangar rentals and ground leases should be modified; and

**WHEREAS**, County Council has examined and discussed the classification of leases at the Airport, the proposed terms and conditions for leasing each of the hangars within each category, and the rate structure contained in the attached Exhibit “A,” entitled “Categories of Leases at the Ridgeland Claude Dean Airport and Leasing Policies as to Each with Rental Rates July 2025,” and determined that it is in the best interests of Jasper County and its citizens to adopt these as policies of the County to be included in all replacement leases for expired or expiring leases at the Airport in order to bring the Airport into compliance with the FAA Grant Assurances and to operate the Airport in accordance with good business practices, including setting rental rates at a level better suited to make the Airport more self-sufficient;

**NOW, THEREFORE, BE IT RESOLVED**, adopting the foregoing premises as part of this Resolution, that the matters contained in the attached Exhibit A are adopted by

County Council as fundamental policies and principles by which leases of the ground and hangars themselves will be governed, and the hangar owners and tenants allowed to operate at the Airport, including the rate structures as contained therein; and

**FURTHER RESOLVED**, that the County Attorney is directed to cause the creation of such new lease templates as are necessary to incorporate these terms and conditions, and to amend such provisions of Ordinance 19-14, Ordinance 19-22, and Ordinance O-2023-02 as may be necessary to implement these policies and adopt the new lease templates, including amending the Aviation Leasing Policy with Reversionary Policy adopted by Ordinance O-2023-02; and

**BE IT FURTHER RESOLVED** the Council directs the County Administrator and County Attorney to undertake such legal actions as may be necessary for the County to take possession of those hangar properties that were installed on Airport property pursuant to leases providing the improvements were to be the property of the County if not removed by the tenant within the time allotted in the lease or by Exhibit A, in the event the tenant in possession fails to enter into a new hangar lease as provided in Exhibit “A”.

**ADOPTED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, and effective immediately, by Jasper County Council duly assembled.**

\_\_\_\_\_  
**John A. Kemp, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Wanda H. Giles, Clerk to Council**

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David L. Tedder**

\_\_\_\_\_  
**Date**

**CATEGORIES OF LEASES AT THE RIDGELAND CLAUDE DEAN  
AIRPORT  
AND  
LEASING POLICIES AS TO EACH WITH RENTAL RATES JULY 2025**

**A. EXPIRED GROUND LEASES WITH A REVERSION TO THE COUNTY AT LEASE END**

---

1. If you had a lease with a reversionary clause to the County and the lease expired prior to 2018 and has not been replaced by the County, the hangar owner will be allowed a sixty day period to enter into a new hangar rental as set forth below. The hangar improvements are confirmed to be the property of the County in accordance with the terms of the expired lease, unless, at the County's option, it requests removal at the tenant's expense because of environmental or other considerations as set forth in G.1 below.
2. The current hangar tenant will be offered a one-year hangar rental, renewable four times at tenant's request for a period totaling five years at the airport self-sustaining rate as defined below, subject to annual CPI adjustment each year and a re-setting of the self-sustaining rate after three years. The lease terms will include, as set forth below, provisions regarding general maintenance of the improvements, insurance requirements, and ownership disclosures.
3. At the end of the fourth renewal term, the tenant may request another annual renewal at then current airport self-sustaining rates, provided, however, the request is subject to there not being a waiting list for hangar space. It is the County's option to lease it on a year to year basis to former tenant at then current self-sustaining rates, or lease it to other parties who are on a waiting list.
4. The ability to extend the rental beyond the first term, as well as avoiding termination of the lease during either the initial or extended term, is conditioned upon the tenant being in compliance with airport rules and regulations, the terms and conditions of the lease, as well as being in compliance with County ordinances and regulations, including applicable business licensing if applicable.
5. There will be no assignment or subletting of the rental agreement.
6. Rentals will be as-is in their present condition. Any repairs are at the option of the tenant, with no obligation for repairs or maintenance on the County. The rental may be terminated without penalty should the premises become unsuitable for its intended use.



7. County hangar rental agreement templates and rental rates will be approved by County Council

**B. EXPIRED GROUND LEASES WITHOUT A REVERSION TO THE COUNTY AT LEASE END**

---

1. If there is a prior lease without a reversion clause to the County, and it expired prior to 2018 and has not been replaced by the County, the hangar owner will be allowed a sixty day period to remove the hangar improvements, with the alternative to enter into a new one-year ground lease with up to 4 annual renewals without a reversionary clause to the County subject to compliance with the terms and conditions of A.2 and A.4 above, allowing for a 60 day period to remove the improvements at the end of the additional lease terms.
2. If not removed initially or at lease end, the improvements become, at the County's option, property of the County. If the improvements are not accepted by the County, the improvements will be removed at the expense of the tenant as set forth in G.1 below. If the improvements are accepted by the County, it is the County's option to rent the hangar on a year to year basis through a hangar rental agreement to former tenant at then current self-sustaining rates, or rent it to other parties who are on a the current hangar rental waiting list.
3. The lease rate for the new or extended lease is to be the "airport self-sustaining rate (defined below), subject to annual CPI adjustment each year and a re-setting of the self-sustaining rate every third year. The lease terms will include, as set forth below, provisions regarding maintenance of the improvements at tenant's expense and leasehold, insurances, and ownership disclosures.
4. The ability to extend the lease beyond the first term, as well as avoiding termination of the lease during either the initial or extended term, is conditioned upon the tenant being in compliance with airport rules and regulations, the terms and conditions of the lease, as well as being in compliance with County ordinances and regulations, including applicable business licensing if applicable.
5. There will be no assignment or subletting of the Lease for a period extending beyond the end of the lease term; lease will terminate if assigned or sublet without authorization from County.
6. If you believe there are circumstances that justify a longer term, you may apply for a variance but need to provide justification that Council may or may not accept.
  - One may request a longer term if there were recent improvements that have not been amortized.

- Another basis for a longer term is the desire to make substantial improvements.
7. In any case, leases as extended by A.6 will terminate no later than ten years from 2025.

**C. GROUND LEASES WITH A REVERSION TO THE COUNTY AT LEASE END RENEWED FROM 2018 TO 2021**

---

1. If you had a prior lease with a 60 day removal clause that was replaced by the County using the prior set of leases in effect 2018 to 2021 that included an automatic reversionary clause to the County, you can request a replacement lease without the reversionary clause to the County in exchange for a shortening of the lease with term and rates consistent with the rates and terms of A .4 through A.7 above, allowing the choice to remove or offer to the County at the end of that period. If the improvements are not accepted by the County, the improvements will be removed at the expense of the tenant as set forth in G.1 below. In either case, no assignments or subletting will be approved beyond ten years from year 1 of the lease.

**D. GROUND LEASES WITHOUT A REVERSION TO THE COUNTY AT LEASE END RENEWED FROM 2018 TO 2021**

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1. If you had a prior lease without any reversionary clause to the County that was replaced by the County using the 2018 to 2021 set of leases that included a reversionary clause to the County, you can request the lease be replaced by a lease without a reversionary clause to the County for a term for the lesser of ten years or what remains on the lease with term and rates set in the existing lease, subject to annual CPI adjustment with other terms to be consistent with the rates and terms of A .4 through A.7 above, allowing the choice to remove or offer to the County at the end of that period. If the improvements are not accepted by the County, the improvements will be removed at the expense of the tenant as set forth in G.1 below. In either case, no assignments or subletting will be approved beyond ten years from year 1 of the lease.

**E. OCCUPIERS WITHOUT ANY LEASE**

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1. if you do not have a lease, and the prior lease expired more than five years ago or there was no prior lease, the hangar improvements are confirmed to be the property of the County unless, at the County's option, it requests removal at the current tenant's/occupant's

expense because of environmental or other considerations as set forth in G.1 below. You may request a year to year hangar rental agreement calculated at the “airport self-sustaining” rate from the County as defined below. Rental of the hangar is conditioned upon the tenant being in compliance with airport rules and regulations, the terms and conditions of the agreement, as well as being in compliance with County ordinances and regulations, including applicable business licensing if applicable.

## **F. ASSIGNMENTS AND SUBLETTING OF EXISTING LEASES**

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1. Existing ground leases that have a term longer than ten years (including extensions) may continue in force so long as the original lessee owns the hangar and is the lessee. Authorization for assignments and subletting will be limited to a term that does not extend beyond ten years from year 1 of the lease to be contained in a replacement lease substituting lessees and containing then current lease terms.

## **2. IMPORTANT GENERAL TERMS OF ALL LEASES**

---

1. All ground leases will require the premises and hangar be kept in good and serviceable condition, weather tight and leak free, and if the hangars are eligible for removal, or required by the County to be removed, such will be done in such a manner as to surrender the property free of waste and debris and environmental issues, with the removal to be completed prior to termination or expiration of the lease, leaving the pad in place if requested by the County. If the hangar improvements are being transferred to the County, the property will be surrendered to the County in good condition, repair, working order and appearance, free of waste and debris and environmental issues. The County will not purchase Improvements at the expiration of any agreement.
2. All hangar rentals will be as-is in their present condition. Any repairs are at the option of the tenant, with no obligation for repairs or maintenance on the County. The rental may be terminated without penalty should the premises become unsuitable for its intended use.
3. There will not be ground lease assignments or subletting available for terms lasting more than 10 years from year 1 of any of the ground leases. Unauthorized assignments or subletting will result in termination of the lease. Assignments and subleases are at the County’s sole discretion, and are subject to the assignee or sublessee meeting financial responsibility requirements to the County’s satisfaction.
8. All leases will contain general terms addressing insurance, subrogation, compliance with FAA assurances and requirements, responsibilities during hurricanes and other disasters,

disclosure of principals of companies, partnerships and corporations (collectively companies), and personal guarantees of company obligations. County hangar rental agreement templates and rental rates will be approved by County Council.

### 3. **AIRPORT HANGAR RENTAL RATES**

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County Council will determine the rental rates for hangars, including the use/value of the hangar calculated to make the Airport as self-sufficient as possible utilizing the FAA Guidelines and Grant Assurances, as determined from time to time by County Council on recommendation of Airport staff or a professional appraisal. All appropriate factors, including reasonable methodologies that may include, but are not limited to, historic cost valuation, direct negotiation with aeronautical users, or objective determinations of fair market value, comparable terms of other similar facilities on the Airport and/or other similar facilities at other comparable Airports in the region, shall be taken into account in establishing the rental rates and charges. There are two general rate classifications; one for ground leases where the hangar improvements are still the property of the tenant, and the other for hangars that are the property of the County.

- a. **AIRPORT SELF-SUSTAINING RATE FOR HANGAR RENTALS.** Hangar is property of the County)

County Council has, with staff assistance, completed a survey of the size, condition and type of existing hangar structures. Based upon costs of maintenance and operations at the Airport, and a comparative survey of rental rates of county-owned hangars at other airports in reasonable commercial proximity to the Airport, it was determined that the rate should be based upon a square footage rental.

Fiscal Year 2026 is \$0.40 per square foot per month (\$4.80 annually), payable on a quarterly basis in advance with a security deposit equal to one quarter's rental.

(e.g., a 1460 sq. ft. hangar would have a monthly rental of \$584.00 (annual rental of \$7,008.00) with a security deposit of \$1,752.00.

- b. **AIRPORT SELF-SUSTAINING RATE FOR HANGAR GROUND LEASES** (Hangar still the Property of Tenant)

Council, with staff assistance, has determined the appropriate rate to make the Airport as self-sufficient as possible. The rate is likewise based on a square footage basis.

Fiscal Year 2026 is \$0.135 per square foot per month (\$1.62 per square foot per annum), payable on a quarterly basis in advance with a security deposit equal to one quarter's rental.

(e.g., a 1460 sq. ft. hangar would have a monthly rental of \$197.10 (annual rental of \$2,365.20) with a security deposit of \$591.30.

AGENDA

ITEM # 8

**STATE OF SOUTH CAROLINA, COUNTY OF JASPER**  
**ORDINANCE # 2025-\_\_\_\_\_**

**AN ORDINANCE OF JASPER COUNTY COUNCIL TO AMEND THE JASPER COUNTY CODE OF ORDINANCES TO ESTABLISH PENALTIES, AUTHORIZE THE ENFORCEMENT OF THE CODE, AND OTHER MATTERS RELATED THERETO BY AMENDING THE FOLLOWING CHAPTERS: CHAPTER 1 GENERAL PROVISIONS; CHAPTER 3 ANIMALS; CHAPTER 4 ALCOHOLIC BEVERAGES; CHAPTER 6 BUILDINGS AND BUILDING REGULATIONS; CHAPTER 8 BUSINESSES; CHAPTER 9 CIVIL EMERGENCIES; CHAPTER 10 NUISANCES, JUNKYARDS, NOISE, AND LITTER; CHAPTER 18 OFFENSES AND MISCELLANEOUS PROVISIONS; AND CHAPTER 25 STREETS, SIDEWALKS, AND PUBLIC PLACES**

**WHEREAS**, the Jasper County Council (“*County Council*”) periodically reviews the Jasper County Code of Ordinances (the “*Code*”) for continued relevance, compliance with federal and state regulations, and potential adjustments that are necessary as Jasper County (“*County*”) continues to grow; and,

**WHEREAS**, the County Council recognizes that portions of the Code may from time to time become invalid or no longer applicable, or may need enhancement or revision in order to address the needs of the County; and,

**WHEREAS**, the County has experienced an increase in population and development amend the Code to address issues concerning the ability for the County to enforce the Code and obtain the desired compliance; and,

**WHEREAS**, pursuant to the powers and authorities granted to counties under Home Rule Act of 1975, and specifically Title 4, Chapter 9 of the Code of Laws of South Carolina, counties may establish agencies, departments, and positions in the county in accordance with § 4-9-30 of the Code of Laws of South Carolina “as may be necessary and proper to provide services of local concern for public purposes”; and,

**WHEREAS**, County Council, upon review and recommendation of its administrative staff and outside legal counsel has determined that these and related matters require that the Code be updated to create an alternative civil process through creation and adoption of an Administrative Citation process, provide for a more uniform process for administering and enforcing provisions of the Code, provide for consistency in penalties for violations of the Code, and matters related thereto; and,

**WHEREAS**, County Council and administration has held multiple work sessions regarding these matters, and has determined that a comprehensive restructuring of Code Enforcement is warranted, requiring multiple amendments to various Chapters of the Code, including: Chapter 1, *In General*; Chapter 3, *Animals*; Chapter 4, *Alcoholic Beverages*; Chapter 6, *Buildings and Building Regulations*; Chapter 8, *Businesses*, Chapter 9, *Civil Emergencies*; Chapter 10, *Nuisances*, Chapter 18, *Offenses and Miscellaneous Provisions*, and Chapter 25, *Naming and Addressing of Roads*;

The specific desired amendments to the Code are set forth in Exhibit A, attached hereto and incorporated herein by reference, where the additions are underlined and the removed language is stricken through; and

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

1. Jasper County Council, incorporating the premises as set forth above in the recitals, hereby amends the Jasper County Code of Ordinances by incorporating all of the amendments as detailed and set forth in Exhibit "A", attached hereto and incorporated herein by reference, where the additional terms are underlined and the removed terms are stricken through in the particular Chapters, Articles, and Sections to be amended by this Ordinance
2. If any section, clause, paragraph, sentence or phrase of this ordinance 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.
3. This ordinance and all amendments shall take effect following a public hearing and approval from Jasper County Council.

\_\_\_\_\_  
John A. Kemp.  
*Jasper County Council Chairman*

ATTEST:

\_\_\_\_\_  
Wanda H. Giles  
*Clerk to Council*

ORDINANCE: O-2025-\_\_

First Reading:  
Second Reading:  
Public Hearing:  
Adopted:

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
David Tedder

\_\_\_\_\_  
Date



## Chapter 1 GENERAL PROVISIONS

### Sec. 1-2. Definitions and rules of construction.

In the construction of this Code and of all ordinances and resolutions of the county, the following definitions and rules of construction shall be observed unless inconsistent with the manifest intent of the council or the text clearly requires otherwise:

*Generally.* All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the county council may be fully carried out. Terms used in this Code, unless otherwise specifically provided, shall have the meanings prescribed by the statutes of the state for the same terms.

In the interpretation and application of any provisions of this Code, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of this Code imposes greater restrictions upon the subject matter than other more general provisions imposed by the Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

In the construction of this Code and of all ordinances and resolutions of the county, all things and places therein referred to shall, unless a contrary intention appears, be construed to mean things and places situated in the county or employed by or appertaining to the county.

*Administrative Citation.* A formal written legal notice issued in response to a violation of the Jasper County Code and as further defined and described in Section 1-8 of the Jasper County Code.

*Administrator.* The term "administrator" or "county administrator" means the county administrator of Jasper County, South Carolina.

*And; or.* The word "and" may be read as "or" and the word "or" may be read as "and" where the sense requires it.

*Bond.* When a bond is required, an undertaking in writing shall be sufficient.

*Clerk.* The term "clerk" means the clerk of the county council.

*Code.* Reference to "this Code" or "the Code" means the Jasper County Code as designated in section 1-1.

*Code Enforcement Officer ("CEO")* means a law enforcement officer, or an appointed and commissioned official entrusted with administering or enforcing the Jasper County Code pursuant to appointments made by County Council under the authority of § 4-9-145 of the Code of Laws of South Carolina.

*Computation of time.* The time within which an act is to be done shall be computed by excluding the first day and including the last day, and if the last day is a Sunday or a legal holiday that day shall be excluded.

*Council; county council.* The term "council" or "county council" means the county council for Jasper County, South Carolina.

*County.* The term "county" means the County of Jasper in the State of South Carolina.

*County limits.* The term "county limits" means the legal boundaries of Jasper County.

*Delegation of authority.* Whenever a provision appears requiring the head of a department or some other county officer or employee to do some act or perform some duty, it is to be construed to authorize the head of the department or other officer to designate, delegate and authorize subordinates to perform the required act or perform the duty, unless the terms of the provision or section specify otherwise.

*Floodplain Manager* means the individual appointed by the County Administrator to be responsible for administering and enforcing the County Floodplain Ordinance, Chapter 6 Article IV of the Code.

*Gender.* Words importing the masculine gender shall include the feminine and neuter.

*Joint authority.* All words giving a joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

*Keeper; proprietor.* The terms "keeper" and "proprietor" mean and include persons, firms, associations, corporations, clubs and copartnerships, whether acting by themselves or through a servant, agent or employee.

*Month.* The term "month" means a calendar month.

*Nontechnical and technical words.* Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

*Number.* Words used in the singular shall include the plural and words used in the plural shall include the singular number.

*Oath; swear; sworn.* The term "oath" shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."

*Officer; official.* Whenever reference is made to any officer or official the reference will be taken to be ~~to~~ such officer or official of Jasper County who the County Administrator has provided the authority to in order to administer the Jasper County Code and ensure compliance.

*Owner.* The term "owner," applied to a building or land, includes any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety, of the whole or a part of such building or land.

*Person.* The term "person" includes a corporation, firm, partnership, association or organization, and any other group acting as a unit, as well as an individual.

*Personal property.* The term "personal property" includes every species of property except real property.

*Preceding; following.* The terms "preceding" and "following" mean next before and next after, respectively.

*Property.* The term "property" includes real and personal property.

*Real property; real estate.* The terms "real property" and "real estate" include lands, tenements and hereditaments.

*Roadway.* The term "roadway" means that portion of a street improved, designed or ordinarily used for vehicular travel.

*Shall; may.* The word "shall" is mandatory; the word "may" is permissive.

*Sidewalk.* The term "sidewalk" means any portion of a street or road between the curblane, or the lateral lines of the roadway where there is no curb, and the adjacent property line, intended for the use of pedestrians.

*Signature; subscription.* The terms "signature" and "subscription" include a mark when the person cannot write, when such mark is witnessed by a longhand signature.

*State.* The term "state" means the State of South Carolina.

*Street; road.* The terms "street" and "road" include avenues, boulevards, highways, alleys, lanes, viaducts, bridges and the approaches thereto and all other public thoroughfares in the county, and shall mean the entire width thereof between opposed abutting property lines; such terms shall be construed to include a sidewalk or footpath, unless the contrary is expressed or unless such construction would be inconsistent with the manifest intent of the county council.

*Tenant; occupant.* The term "tenant" or "occupant," applied to a building or land, shall include any person who occupies the whole or a part of such building or land, whether alone or with others.

*Tense.* Words used in the past or present tense include the future as well as the past and present.

*Week.* The term "week" means seven days.

*Written; in writing.* The term "written" or "in writing" includes printing and any other mode of representing words and letters.

*Year.* The term "year" means a calendar year.

## **Sec. 1-8. Administrative Citations; General Penalty; continuing violations.**

### **(a) Administrative Citation.**

- i. General Application. Whenever in the Code or in any Ordinance an act is prohibited or is declared to be unlawful or an offense, or whenever the doing of any act is required or the failure to do any act is declared to be unlawful, and the Code specifically provides the authority for the issuance of an Administrative Citation,

then the Official or Code Enforcement Officer may at their discretion issue an Administrative Citation pursuant to this Section.

ii. Violations. When the Official or Code Enforcement Officer finds that a Person has violated, or continues to violate, a provision of the Code subject to Administrative Citations, then the Official or Code Enforcement Officer has the authority to issue an Administrative Citation at their discretion. Issuance of an Administrative Citation shall not be a bar against, or a prerequisite for, taking any other action against the Person found to be in violation of the Code.

iii. Warning of Violation. When the Official or Code Enforcement Officer determines that a violation of the Code has occurred, they may issue at their discretion a warning of an Administrative Citation to the person responsible for the violation or upon the real or personal property related to the violation. A warning notice of violation is not a prerequisite to the issuance of a first administrative citation or any other penalty. The warning shall identify the Code or Ordinance section violated, a description of the violation and how it can be corrected. The warning shall specify a time and date by which the violation shall be corrected.

iv. Administrative Citations.

A. Content of Administrative Citation. The Administrative Citation must be issued on a form approved by the Official and shall contain the following information:

1. Date, location and approximate time of violation; and,
2. The Code Section violated and a brief description of the violation; and,
3. The amount of the penalty; and,
4. Instructions for payment of the penalty, the time period or specific date by which it shall be paid and consequences for a failure to pay the penalty within the specified time period; and,
5. Instructions on how to protest the Administrative Citation; and,
6. The name or a numerical identifier of the Official or Code Enforcement Officer who is administering the Administrative Citation.

B. Service of Administrative Citation. The Administrative Citation shall be deemed served upon the Person in violation if one (1) of the following have been fulfilled:

1. If the Person is present at the time of the violation then the Official or Code Enforcement Officer shall attempt to obtain their signature on and provide a copy of the Administrative Citation to the Person; or,
2. If the Person is not present, is otherwise unavailable at the time of the violation, or refuses to personally accept a copy of the Administrative Citation, then the Official or Code Enforcement Officer shall post a copy of the citation either: (1) in a conspicuous location on the real or personal property where the violation occurred; or (2) deliver a copy of the Administrative Citation to the County's last known address for the Person if said address is within the jurisdictional of the County; or,
3. If the Person has authorized delivery of written notices by electronic mail under the Chapter associated with the violation stated on the Administrative Citation, then the Citation may be delivered by electronic mail to the address on file with the County.

C. Administrative Citation Penalties.

1. Amount of Fee. Any person in violation of the Code and subject to an Administrative Citation shall be subject to the Administrative Fees in addition to any penalties or fees provided for in the Code. The Administrative Fees are established as follows:
  - a. One Hundred (\$100) Dollars for the first infraction;
  - b. Two Hundred Fifty (\$250) Dollars for a second infraction within one (1) year of the first infraction; and,
  - c. Five Hundred (\$500) Dollars for a third infraction within one (1) year of the second infraction

The above fees may be assessed on a per violation basis. If the violation is not corrected within twenty-four (24) hours of receiving the first Administrative Citation, then additional Administrative Citations may be issued every twenty-four (24) hours until corrected unless pursuant to Subsection 2 below a specific time period to remedy the violation has been established.

2. Time Period to Remedy Violation. The Code Enforcement Officer, or other Official authorized in the Code to issue Administrative Citations, may authorize a specific time period, not to exceed thirty (30) days, for the Person in violation of the Code to remedy the violation without receiving any additional penalties.

- D. Administrative Protest. A Person desiring to dispute an Administrative Citation must file a written protest within fifteen (15) calendar days to the Official as described on the Citation, for the Official to reconsider issuance of the Administrative Citation. The written protest must request the reasons for the protest and contain any additional documents or other evidence the protestor desires to be considered by the Official. The reasons for protest shall be based on a claim that (1) the true intent of the Code or the rules legally adopted hereunder have been incorrectly interpreted; (2) the provision of the Code referenced does not apply; (3) the requirements of the Code are adequately satisfied by other means; or (4) that the strict application of any requirement of this Code would cause undue hardship. The written request shall also include any and all contact information for the protestor.

The filing of a written protest shall stay the requirement to pay any fee associated with the violation until a final decision is made and the protestor receives a written determination from the County.

Failure to file a notice of protest in writing within the established time period shall constitute a waiver of the right to protest the Administrative Citation. Upon receipt of a written protest, the Official may: (1) dismiss the Administrative Citation at their discretion; or (2) convene a hearing on the matter pursuant to the procedures established in this Section.

1. Notice of Protest Hearing. By way of the contact information provided on the written protest, the County Administrator, or their designee, shall either orally or in writing advise the protestor of the location, date and time of the hearing. Notice of the hearing must be provided at least two (2) business days prior to the hearing, excluding County recognized holidays and weekends.
2. Protest Hearing Officer. If a hearing is required, the County Administrator shall appoint a hearing officer. The hearing officer shall not be the individual who issued the Administrative Citation or their immediate supervisor. The hearing officer shall either (1) dismiss the Administrative Citation and provide a written justification for dismissal and provide a copy to the County and the protestor; (2) request additional documents or information from the Official

or Code Enforcement Officer and may continue the hearing in order to review said documents or information; or (3) uphold the Administrative Citation at issue.

3. *Protest Hearing Procedure.* The protest hearing established in this Section shall be held as soon as practical but in any event no later than ten (10) business days after the County receives the written protest. The hearing shall be informally conducted by the appointed hearing officer. The Code Enforcement Officer, or other Official, who issued the Administrative Citation shall present the facts and circumstances that resulted in a conclusion that a violation existed. The protestor shall be given the opportunity to present evidence to the hearing officer in the course of the hearing. Neither party shall have the right of cross-examination, but the hearing officer may make inquiries of the witnesses and representatives, or allow cross examination if they so desire in their sole discretion. The protest hearing shall be recorded and transcribed at the expense of the requesting party. If the violation has been cured at the time of the protest hearing, the hearing officer shall have discretion to waive the administrative fee.
  4. *Failure to Appear.* The failure of a Person to appear at the Administrative Protest hearing shall constitute a forfeiture of the protest and the Administrative Citation shall be fully enforceable.
  5. *Final Decision.* The hearing officer shall provide the Official, or Code Enforcement Officer, and the Person who submitted the protest a written final determination which shall include a written decision and justification for the determination. The written decision shall be the final decision of the County on a protest of an Administrative Citation and the associated Administrative fee.
- v. In addition to an Administrative Citation, violations of the Code remain subject to all other penalties and remedies permitted under the Code or other applicable law. The Administrative Citation authorized by this Section shall be in addition to any other remedies available at law or in equity for a violation of the Code, and is not a required prerequisite for any other enforcement action authorized by the Code.

(b) *General Penalty.* Whenever in the Code, or in any ordinance or resolution of the County, any act is prohibited, declared to be unlawful, an offense, or misdemeanor; or the failure to do any act is declared to be unlawful, an offense, or a misdemeanor; and either this Section is directly referenced or no specific penalty is provided for the violation thereof, then the said violation of the Code, or any such ordinance or resolution, shall be subject to being found guilty of a misdemeanor and subject to a fine not exceeding Five Hundred (\$500) Dollars or imprisonment not exceeding thirty (30) days, or both. Whenever in this Code, or in any ordinance or resolution of the county, any act is prohibited or is declared to be unlawful or an offense or misdemeanor, or the doing of any act is required, or the failure to do any act is declared to be unlawful or an offense or a misdemeanor, and no specific penalty is provided for the violation thereof, the violation of any such provision of this Code, or any such ordinance or resolution, shall be subject to a fine not exceeding \$500.00 or imprisonment not exceeding 30 days.

- i. *Separate Offense.* Each day a~~Any violation of this Code or any such ordinance, resolution, rule, regulation or order shall that continues~~ for a period of 24 hours shall constitute, except where otherwise provided, a separate offense.
- ii. *Summons for Enforcement.* There shall be made available to the Code Enforcement Officer and Sheriff's Department official of the county an ordinance summons which complies with the requirements of S.C. Code 1976, § 56-7-80. The form shall comply with the requirements of S.C. Code Ann. Section 56-7-80 (1976).
  - A. The Code Enforcement Officer and Sheriff's Department official shall be responsible for having the summons books printed, issuing blank summons books, and keeping a record of the summons forms assigned to an individual.

- B. Any Code Enforcement Officer or Sheriff's Department official issuing an ordinance summons shall be responsible for forwarding the copy of the summons labeled "Court Copy" to the appropriate judicial office within one business day of issuing the summons. It shall also be the issuing officer's responsibility to keep the copy of the summons labeled "Officer Copy" until the appointed hearing time. After all action concerning the summons has been concluded, the issuing officer shall turn the "Officer Copy" of the summons into the applicable Code Enforcement Department Director or the appropriate Sheriff's Department official within one business day. Failure to comply will not affect the validity of any charge or conviction.
- C. The Code Enforcement Department and Sheriff's Office shall be responsible for keeping the summons forms which have been turned in by code enforcement and law enforcement officers in a manner which will allow for an annual audit of the summons forms.

(c) Remedies Not Exclusive. The remedies provided within this Chapter for violations of the Code are not exclusive and shall not prohibit pursuit of any other remedies available in law or equity.

(d) Severability. Should any section, clause or provision of these regulations be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of these regulations as a whole or any part thereof other than the part declared to be unconstitutional or invalid; each section, clause or provision hereof being declared severed.

## **Chapter 3 ANIMALS**

### **Sec. 3-1. Animal ordinance; penalties.**

(a) The county hereby adopts as ordinances of the county the provisions of chapters one through seven of Title 47 of the S.C. Code of Laws of 1976, as amended.

(b) Enforcement. The county sheriffs department shall have the authority to enforce these ordinance in its entirety, and Code Enforcement Officers may issue the Administrative Citations as provided for in this Chapter. Tickets or warrants issued by the sheriffs department under the authority of this section shall cite this section, together with title, chapter and section number of the State Code violation which the sheriffs department agent contends has been violated. Nothing contained in this section shall be construed to require the county to assume any responsibility allocated to the state or any of its subdivisions by Title 47, nor is this section intended to supplant state enforcement of any provision in Title 47. This section shall be construed as concurrent with existing state law and state law enforcement.

(c) Administrative Citations, Penalties and Remedies.

- i. Administrative Citation. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation and the fines as established in Code Section 1-8(a).
- ii. Penalties. Any violation of this Chapter is subject to Code Section 1-8(b) but shall not exceed the lesser of the penalty provisions of the incorporated state law offense, or the enforcement authority of the county magistrate. Funds received by the county for violations of the Jasper County Animal Ordinance shall be deposited to the general funds of the county, except for any portion required by state law to be allocated to the state, or any subdivision thereof.
- iii. Remedies. In addition to any of the fees or penalties provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business. Specifically, any business establishment found to be in violation of this Chapter shall be subject to having its business license registration suspended or revoked in accordance with the Business License Ordinance established in Chapter 8 of the Code.

## **Chapter 4 ALCOHOLIC BEVERAGES**

**Sec. 4-3. Enforcement, Administrative Citation, Penalties/~~warning~~, and Remedies.** Unless otherwise provided herein, violations of any provision of this Chapter are subject to the penalties provided for in this Section.

(a) *Enforcement.* Unless otherwise provided herein, Code Enforcement Officers, and Jasper County Sheriff's Office have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.

(b) *Administrative Citations.* Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. *Administrative Fines.* Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. *In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.*

(c) *Penalty.* The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. ~~Violations of the provisions of this chapter 4 shall subject the offender to the penalties as provided in section 1-8 of the Jasper County Code of Ordinances.~~ Persons in control of the establishment, whether owners, controlling officers, lessees, managers, or employees shall be liable for violation of this chapter, and individually subject to the penalty provisions of section 1-8(b). Each such person, firm, corporation or agent shall be deemed guilty of a separate offense for each and every day during which any violation of any of the provisions of this chapter is committed or continued.

- i. *Patrons and Guests.* Patrons and guests who violate this ~~ordinance~~ Chapter's provisions concerning leaving the premises shall be subject to the penalty provisions of ~~s~~Section 1-8(b); provided, however, should the patron or guest have made arrangements for transportation off the premises and such transportation not yet arrived as of the expiration of the grace period provided in ~~s~~Section 4-2 of this ~~e~~Chapter, such patron or guest shall be given a warning instead of a violation upon providing some proof of the arrangement for transportation.

(d) *Additional Remedies.* The county attorney is authorized to pursue any additional or alternative civil remedies as available and appropriate to ensure timely and ongoing compliance with this chapter, as well as seeking administrative or judicial relief to have such activities to be deemed a public nuisance.

- i. *Business License.* ~~In addition, a~~Any business establishment found to be in violation of this chapter shall be subject to having its business license registration suspended or revoked in accordance with ~~procedures otherwise applicable to such proceedings, including appellate proceedings under the business license ordinance~~ the Business License Ordinance established in Chapter 8 of the Code.

## Chapter 6 BUILDINGS AND BUILDING REGULATIONS

### ARTICLE II. TECHNICAL CODES

#### DIVISION 1. GENERALLY

#### **Sec. 6-34. Violations; penalties.**

(a) *Penalty.* The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. ~~The violation of any of the codes or regulations adopted pursuant to the provisions of this article is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-8(b). Each day such violation shall continue shall be deemed a separate offense.~~ In case of any violation of or proposed violation of the codes or regulations adopted pursuant to this article, the codes department director or other appropriate authority of the county, ~~or any adjacent or neighboring property owner who would be damaged by such violation may~~, in addition to other remedies, apply for injunctive relief, mandamus or other appropriate proceedings to prevent, correct or abate such violation or threatened violation.

(b) Nothing in this article or in the codes adopted in this article shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired or liability incurred, or any cause of action accrued or existing under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired or affected by this article.

#### *DIVISION 4. GATE ACCESS PROGRAM*

##### **Sec. 6-123. ~~Responsibility.~~ Administration and Enforcement.**

The county fire marshal is charged with the overall responsibility for administering, coordinating and implementing the requirements set forth in this division. Unless otherwise provided herein, the County Fire Marshal or a Code Enforcement Officer have the authority to enforce all provisions of this Article. The named enforcement officers in this Section are empowered to issue Administrative Citations and Uniform Summons for criminal violations to persons violation any provision of this Article.

##### **Sec. 6-126. ~~Violation a misdemeanor.~~ Administrative Citation, Penalty, and Remedies.**

Violation of any provision of this division shall be a misdemeanor punishable as provided in section 1-8.

(a) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(b) Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

(c) Additional Remedies. The county attorney is authorized to pursue any additional or alternative civil remedies as available and appropriate to ensure timely and ongoing compliance with this chapter, as well as seeking administrative or judicial relief to have such activities to be deemed a public nuisance.

- i. Business License. Any business establishment found to be in violation of this Article shall be subject to having its business license registration suspended or revoked in accordance with the Business License Ordinance established in Chapter 8 of the Code.

#### ***ARTICLE IV. FLOOD DAMAGE PREVENTION***

##### ***DIVISION 1. GENERAL STANDARDS***

##### **Sec. 6-150. Administrative Citation and Penalties for violation.**

(a) Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor pursuant to Code Section 8-1.

(b) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.



(c) *Penalty.* Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

(d) *Additional Remedies.* The county attorney is authorized to pursue any additional or alternative civil remedies as available and appropriate to ensure timely and ongoing compliance with this chapter, as well as seeking administrative or judicial relief to have such activities to be deemed a public nuisance.

- i. *Business License.* Any business establishment found to be in violation of this Article shall be subject to having its business license registration suspended or revoked in accordance with the Business License Ordinance established in Chapter 8 of the Code.

### *DIVISION 3. ADMINISTRATION*

#### **Sec. 6-174. Administrative procedures.**

(b) *Stop-work orders.* Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this article, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor pursuant to Code Section 8-1.

### *ARTICLE V. PROPERTY MAINTENANCE*

#### **Sec. 6-202. ~~Appointment of DSR-Enforcement~~; fees.**

(a) The development services representative (DSR) identified in the county zoning ordinance § 19:1 and his designees, or Code Enforcement Officer shall enforce this article under the overall control of the county administrator.

(b) *Fees.* The fees for activities and services performed by the DSR in carrying out responsibilities under this article shall be adopted by resolution of council.

#### **Sec. 6-205. Stop work order.**

(a) *Authority.* Whenever the DSR finds any work regulated by this article being performed in a manner contrary to the provisions of this article or in a dangerous or unsafe manner, the DSR is authorized to issue a stop work order.

(b) *Issuance.* A stop work order shall be in writing and shall be given to the owner of the property, to the owner's agent, a party in interest or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

(c) *Emergencies.* Where an emergency exists, the DSR shall not be required to give a written notice prior to stopping the work.

(d) *Failure to comply.* Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~guilty of a misdemeanor and subject to penalty as provide by law.~~ deemed a violation of this Article.

#### **Sec. 6-206. Violations.**

(a) *Unlawful acts.* It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this article.

(b) *Notice of violation.* The DSR shall serve a notice of violation or order in accordance with section 6-207(c).

(c) *Prosecution of violation.* Any person failing to comply with a notice of violation or order served in accordance with section 6-207 shall be deemed guilty or a misdemeanor and the violation shall be deemed a strict liability offense. If

the notice of violation is not complied with, the DSR shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this article or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction of such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

- (d) *Violation penalties.* Any person, who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state laws or the county Code. ~~Each day~~ Every 24 hours that a violation continues after due notice has been served shall be deemed a separate offense. The violation of the provisions of this Article is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.
- (e) *Abatement of violation.* The imposition of the penalties herein prescribed shall not preclude the county attorney from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy or utilization of a dwelling structure or premises, or to stop an illegal act.

## **Chapter 8 BUSINESSES**

### **ARTICLE I. IN GENERAL**

**Sec. 8-1. Enforcement of ~~C~~chapter; Administrative Citations; Penalties, Remedies; conflict with other laws.** Unless otherwise provided herein, violations of any provision of this Chapter are subject to the remedies and penalties provided for in this Section.

- (a) Enforcement. Unless otherwise provided her herein, the County Administrator or their designee, Code Enforcement Officers, and the License Official or their designee have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and unform summons for criminal violations to persons violating any provision of this Chapter.
- (b) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).
  - i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
  - ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.
- (c) Penalty. ~~The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter, and pursuant to the authority provided by S.C. Code 1976 §22-3-550 as amended, is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Pursuant to S.C. Code 1976, § 22-3-550, as amended, any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and subject to a fine of not more than \$500.00 and/or imprisonment not exceeding 30 days. Each day of the violation shall constitute a separate offense. Additionally, the county may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the court may decide as prescribed by state law for each offense.~~
- (d) Additional Remedies. In addition to all other penalties or remedies established in this Section, the County may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the court may decide as prescribed by state law for each offense. Whenever it shall come to the attention of the County Administrator or their designee, or the County's license coordinator that any provision of these regulations has been or is being violated, the license coordinator may, on behalf of, and in the name of, the county, immediately institute suit and prosecute the same to final judgment. ~~Further, should any business establishment stand in violation of the provisions of this ordinance, either for non payment of the required license fee or in violation of any of the provisions herein for more than 30 days after proper notice as described herein, the license coordinator shall cause~~

~~the doors to the business to be padlocked until such time as the violation is remedied. Any business establishment found to be in violation of this Chapter shall be subject to having its business license registration suspended or revoked.~~

- (e) In interpreting and applying the provisions of these regulations, the requirements shall be considered as the basic requirements for the provision of business licenses within the jurisdiction of the county. It is not the intent of these regulations to interfere with or abrogate or annul any easements, covenants or other agreements between parties; provided, however, that where these regulations impose a greater restriction upon a business or require other restrictions which may appertain to a business greater than those imposed by the other resolutions, rules or regulations, or by any easements, covenants or agreements, or by any ordinances, the provisions of these regulations shall prevail.

## **ARTICLE II. LICENSES**

### **Sec. 8-44. Denial of license.**

The license official may deny a license to an applicant when the license official determines:

- (1) The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;
- (2) The activity for which a license is sought is unlawful or constitutes a public nuisance per se or per accidents;
- (3) The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- (4) The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the county or in another jurisdiction;
- (5) The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the county of any tax or fee, including but not limited to, any fee associated with the issuance and receipt of an Administrative Citation;
- (6) A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or
- (7) The license for the business or for a similar business of the licensee in the county or another jurisdiction has been denied, suspended, or revoked in the previous license year.

A decision of the license official shall be subject to appeal ~~as herein provided~~ as described in Section 8.46 Appeals. Denial shall be written with reasons stated.

### **Sec. 8-45. Suspension or revocation of license.**

When the license official determines:

- (1) A license has been mistakenly or improperly issued or issued contrary to law;
- (2) A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this article;
- (3) A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- (4) A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- (5) A licensee has engaged in an unlawful activity or nuisance related to the business; or

- (6) A licensee is delinquent in the payment to the county of any tax or fee, including but not limited to, any fee associated with the issuance and receipt of an Administrative Citation.

The license official may give written notice to the licensee or the person in control of the business within the county by personal service or mail that the license is suspended pending a single hearing before council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this article.

**Sec. 8-49. ~~Violations.~~ Reserved.**

~~Any person violating any provision of this article shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than 30 days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this article.~~

**ARTICLE III. GAMING DEVICES**

**Sec. 8-102. ~~Penalty for violation of article.~~ Reserved.**

~~Any person violating any provisions of this article shall be deemed guilty of an offense and shall be subject, upon conviction, to punishment in accordance with section 1-8. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties and costs provided for in this article.~~

**Chapter 9 CIVIL EMERGENCIES**  
**ARTICLE I. IN GENERAL**

**Sec. 9-5. Enforcement of Chapter, Administrative Citations, Penalties and Remedies.** Unless otherwise provided herein, violations of any provision of this Chapter are subject to the penalties and remedies provided for in this Section.

(a) Enforcement. Unless otherwise provided herein, Code Enforcement Officers and the County Fire Chief have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.

- i. Fire Emergency Authority. The County Fire Chief may designate individuals with authority to direct and control traffic at the scene of any fire or emergency in the County and enforce the laws of this State and County relating to the following of fire-apparatus, or rescue or emergency vehicles, the crossing of fire hose, and interfering with firemen, rescue or emergency responders in the discharge of their duties in connection with a fire, rescue or emergency responders in the same manner as provided for the enforcement of such laws by law enforcement officers.

(b) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(c) Penalties. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

(d) Additional Remedies. In addition to all other penalties or remedies established in this Section, the County may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the Court may decide as prescribed by state law for each offense.

i. Business Licenses. Pursuant to the authority provided in Chapter 8 of the Code, whenever it shall come to the attention of the County Administrator or their designee, or the County's license coordinator that any provision of this Chapter has been or is being violated, the license coordinator may, on behalf of, and in the name of, the County, immediately institute suit and prosecute the same to final judgment. ~~Further, should any business establishment stand in violation of the provisions of this Chapter for more than 30 days after proper notice as described in Chapter 8 of the Code, the license coordinator shall cause the doors to the business to be padlocked until such time as the violation is remedied. Any business establishment found to be in violation of this Chapter shall be subject to having its business license registration suspended or revoked.~~

### **ARTICLE III. COUNTY EMERGENCY SERVICES**

#### **Sec. 9-61. ~~Enforcement.~~ Willful Obstruction.**

It shall be unlawful for any reason to violate any of the provisions of this act or the regulation issued pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the emergency services in the enforcement of the provisions of this act, or any regulation issued thereunder. Any person found in violation of this ~~article.~~ Section shall be guilty of a misdemeanor.

### **ARTICLE VI. OFFENSES AND MISCELLANEOUS PROVISIONS**

#### ***DIVISION 1. PROHIBITED ACTS; INTERFERENCE WITH FIRE APPARATUS OR SCENE; HAZARDOUS MATERIALS***

#### **Sec. 9-102. Code adopted.**

- (a) The most recently promulgated edition of the Standard Fire Protection Code is hereby adopted for the Jasper County Fire-Rescue District.
- (b) In the event that any matters in said code are contrary to existing ordinances of the county, the ordinances adopting the aforementioned Code and amendments thereto shall prevail. Provisions of said ordinances not inconsistent with the Code remain in full force and effect for Jasper County, South Carolina.
- (c) When reference is made in the Standard Fire Protection Code to the duties of officials named therein, that designated official in Jasper County, South Carolina, is the deputy administrator for emergency services who shall be deemed to be the responsible official insofar as enforcing the provisions of said Code are concerned.
- (d) Violations of ~~said~~ the Standard Fire Protection Code shall be a violation of this article.

#### **Sec. 9-103. ~~Penalty for violation.~~ Reserved.**

~~Any violation of this article shall constitute a misdemeanor and shall be punishable by a fine of not less than \$500.00 or 30 day of confinement.~~

#### ***DIVISION 2. OPEN BURNING; NOTIFICATION; PENALTIES***

#### **Sec. 9-125. Fires shall be prohibited as follows.**

- (a) The county fire chief and or his/her designee, may prohibit open burning during such times as may be necessary depending upon atmospheric conditions, local weather patterns, or other such circumstances as would exist to make open burning hazardous.
- (b) The only materials that may be lawfully burned as permitted in section 9-123 above, are those vegetative materials which shall have originated on the site in which they are proposed to be included in any open burning. All other materials or items are prohibited from being burned on properties located within the unincorporated areas of Jasper County, which materials shall include, but not be limited to; asphalt and asphaltic materials, paint, plastics, metals,

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treated wood, paper, petroleum products, demolition debris, dead animals, construction debris, household chemicals, household garbage, tires, trade waste and cardboard.

**Sec. 9-130. Enforcement and penalties.**

Enforcement of this division shall fall under the jurisdiction of both the Jasper County Fire Marshal's Office, officers of the Jasper County Sheriff's Office and Jasper County Codes Enforcement shall have the authority to exercise full discretion in deciding whether to issue a warning, subpoena or a citation when investigating complaints that arise under this division. ~~Any violation of this division may be punishable by a fine of up to \$500.00, or up to 30 days imprisonment.~~

**CHAPTER 10 NUISANCES, JUNKYARDS, NOISE, AND LITTER**  
**ARTICLE I. IN GENERAL**

**Sec. 10-2. ~~Compliance officer/code enforcement officer official duties and powers.~~ Enforcement and Administering .**

(a) Enforcement. Unless otherwise provided herein Code Enforcement Officers, Litter Control Officers, and the County Fire Chief have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.

(b) In General.

- (1) The director of planning and building services, or his or her designee, including where required by statute to be the building ~~compliance officer(s)~~ Code Enforcement Officer, other appropriately appointed officials administering or enforcing codes regulating buildings and constructions services, the county litter control officer(s), as applicable, officers of the sheriff's department, and other appropriately appointed officials administering or enforcing codes pursuant to appointments made by county council under the authority of § 4-9-145 of the Code of Laws of South Carolina (hereinafter generically "~~compliance officer~~" or "codes enforcement officer") shall enforce the provisions of this Code (meaning the Code of Ordinances of Jasper County, South Carolina) and applicable state statutes. If a ~~compliance officer~~ Code Enforcement Officer determines that any of the provisions of any article of this chapter is being violated, he or she shall enforce the requirements of the ordinance by any and all lawful means. The ~~compliance officer~~ Code Enforcement Officer is not generally required to warn a violator before the issuance of an ordinance summons or the institution of enforcement procedures, except as other ordinances may provide for such warning. The ~~compliance officer~~ Code Enforcement Officer may invoke a single course of enforcement or parallel courses of enforcement in his discretion as the exigencies of the circumstances demand.
- (2) Administrative and interpretive authority. The ~~compliance officer~~ Code Enforcement Officer, with the consent of the county administrator, shall have authority as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and procedures; to interpret and implement the provisions of the applicable codes; and to secure the intent thereof. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this Code, or of violating accepted engineering methods involving public safety.
- (3) Inspections. The ~~compliance officer~~ Code Enforcement Officer shall carry proper identification when inspecting structures or premises in the performance of duties under this Code. The ~~compliance officer~~ Code Enforcement Officer shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The ~~compliance officer~~ Code Enforcement Officer is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority. The ~~compliance officer~~ Code Enforcement Officer shall issue all necessary notices or orders to ensure compliance with this Code. The ~~compliance officer~~ Code Enforcement Officer shall keep official records of all business and activities of the department specified in the provisions of this Code. Such records shall be retained in the official records as long as the building or structure to which such records relate remains in existence, unless otherwise provided for by other regulations.

(4) *Right of entry, permissive and by warrant.*

- a. The ~~compliance officer~~ Code Enforcement Officer shall, after proper presentment of identification and notification, have the right and authority to go onto the grounds of any premises within the unincorporated county at any reasonable time for the purpose of making inspections to ascertain if the premises are in compliance with this chapter.
- b. The ~~compliance officer~~ Code Enforcement Officer, county health officer, or any other appropriate county official shall, after proper presentment of identification and notification, have the right and authority to enter premises after receiving permission from a responsible person within the unincorporated county at any reasonable time for the purpose of making inspections to ascertain if the premises are in compliance with this chapter.
- c. If any responsible person owning or residing in the premises shall refuse to allow the county official to enter onto any grounds or enter into any premises in the unincorporated county for the purposes of conducting the inspection as provided in this section, the county official shall make no entry, but shall withdraw and make application to the magistrate's court for an administrative search warrant to be issued.
- d. An administrative search warrant can be obtained if there is a showing that reasonable administrative or legislative standards are in place for the issuance of the administrative warrant and the conduct of the search. For the purposes of establishing reasonable standards, and for securing an administrative search warrant, the requesting official must affirm that:
  1. The relevant codes, regulations or statutes are in place pertaining to the property;
  2. The requesting official has attempted peaceful entry or has sought permission to enter for the limited purpose of code inspection;
  3. Permission has been denied;
  4. There exist facts and circumstances that lead the affiant to believe, based upon his education, training or experience, that code violations exist that could impact fire laws, or could pose imminent danger to the occupant;
  5. The stated object and purpose of the search must be adequately specific so that the reasonableness of the scope of the search is not expanded past regulatory purposes; and
  6. The search warrant shall not be used as a pretext for a criminal search.
- e. The magistrate's court judge for the county is hereby authorized to issue administrative search warrants to allow the code enforcement officer, county health officer, or any other appropriate county official to enter any premises within the unincorporated county under the terms and conditions as deemed by the municipal court judge.
- f. A law enforcement officer must accompany the official to the premises to assist in the safer execution of the administrative search warrant under the provisions of this section.
- g. It shall be unlawful for any person having control of any premises for which an administrative search warrant has been issued to prohibit the entry onto the premises by the person as authorized.
- h. Where a violation is in clear view from a public road or adjoining property, on which permission has been granted to enter, the officer, employee or agent of the county may issue a summons for the violation.

**Sec. 10-3. Administrative Citations, Penalties and Remedies.**

(a) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).

- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(b) Penalties. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Every 24 hours that the violation continues to exist shall constitute a separate violation.

- i. Litter Violation Penalty. For violations of Article III of this Chapter, in addition to the fine or term of imprisonment, the court may also impose eight hours of litter-gathering labor for a first conviction, 16 hours of litter-gathering labor for a second conviction, and 24 hours of litter-gathering labor for a third or subsequent conviction, all under the supervision of the court; or such other term of litter-gathering labor or public service as the court deems appropriate.

(c) Additional Remedies. In addition to all other penalties or remedies established in this Section, the County may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the Court may decide as prescribed by state law for each offense.

- i. Business License. Any business establishment found to be in violation of this chapter shall be subject to having its business license registration suspended or revoked in accordance with procedures otherwise applicable to such proceedings, including appellate proceedings under the business license ordinance.
- ii. Separate Costs. In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a criminal conviction for a violation of this Chapter shall be separate and apart from any inspection costs and cleanup or abatement costs incurred by the County in abating said nuisance or any violation of this Chapter; and shall be in addition to all other remedies available to the county under state law and local ordinances. The County may place a mechanics lien on any property associated with said costs associated with this Section.

## **ARTICLE II. NUISANCES**

### **DIVISION 1. GENERALLY**

#### **Sec. 10-21. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Compliance officer~~ or means a law enforcement officer, the county planning and building services director, anyone qualified he or she designates to act in such capacity on his behalf or anyone designated as such by the county administrator, including the code enforcement official or other county employee or official as may be designated in writing by the county administrator or sheriff to enforce the provisions of this chapter, and other appropriately appointed officials administering or enforcing codes pursuant to appointments made by council under the authority of § 4-9-145 of the Code of Laws of South Carolina.

#### **Sec. 10-25. Abatement procedure/compliance order.**

- (a) Whenever the ~~compliance officer~~ Code Enforcement Officer determines that any property is maintained in violation of one or more of the provisions of this chapter, he or she shall serve on one or more of the responsible parties a written compliance order citing:
  - (1) The date and location of the violation;
  - (2) The section of the Code violated and a brief description of the violation;
  - (3) The actions required to correct the violation or abate the condition;
  - (4) The time period after which the county will enter the property to abate the conditions.
- (b) The time period for abatement shall be at least 30 days, unless it is determined by the ~~compliance officer~~ Code Enforcement Officer that the conditions constitute an imminent threat to the public health, safety or welfare. The ~~compliance officer~~ Code Enforcement Officer may grant an extension of 180 days or less upon good cause, provided



the responsible party signs a written agreement to abate the nuisance within a time certain. The board of zoning appeals may grant a one-time extension of 180 days or less in addition to the time provided by the ~~compliance officer~~ Code Enforcement Officer where the board deems such extension is warranted.

- (c) If a person fails or refuses to discharge the duties imposed by section 10-25, the county may concurrently serve an administrative notice to abate a public nuisance upon the owner or occupant and demand that compliance must be achieved within the time specified in the notice. The county shall determine the individual, firm or corporation or lien holder who, from the records in the unincorporated county tax assessor's office, appears to be the titled owner or lien holder of the property and cause a written notice of public nuisance to be served on such individual, firm or corporation or lien holder by:
  - (1) Personal service as attested to by affidavit of service; or by
  - (2) Copy mailed to such owner or lien holder at such place or address by United States certified mail return receipt requested; or
- (d) If the whereabouts of the responsible persons are unknown and cannot be ascertained in the exercise of reasonable diligence, the serving of the compliance order may be made by publishing it once each week for two consecutive weeks in a newspaper of general circulation in the county and notice shall be posted on the property and allowed to remain for up to 30 days and shall indicate the nature of the violation, identification of the property affected, with date of posting, and contact information, which shall serve as notice to the public.

#### **Sec. 10-26. Voluntary correction.**

- (a) *Applicability.* This section applies when the designated ~~compliance official (hereinafter compliance officer)~~ code enforcement officer determines that a violation of an ordinance or regulation has occurred or is occurring.
  - (1) *General.* The ~~compliance officer~~ Code Enforcement Officer shall pursue a reasonable attempt to secure voluntary correction by causing written notice to be given to the person responsible for the violation where possible, or to the owner of record at the public address of record or 9-1-1 address, explaining the violation and the abatement and appeals process.

#### **Sec. 10-30. Penalties-Reserved.**

- ~~(a) Enforcement of this article's provisions may be accomplished upon the institution of criminal process by way of uniform traffic ticket, county ordinance summons or warrant made only by a law enforcement officer or appropriate government official, including compliance or code enforcement officers. Any person who violates any provision of this chapter is guilty of a misdemeanor and, upon conviction, must be fined not more than \$500.00 and/or be imprisoned for not more than 30 days. No fine imposed pursuant to this chapter may be suspended to less than \$250.00. No sentence of imprisonment imposed pursuant to this chapter may be suspended. In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a criminal conviction for a violation of this chapter shall be separate and apart from any inspection costs and cleanup or abatement costs incurred by the county in abating said nuisances; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~
- ~~(b) Each day that the nuisance continues to exist shall constitute a separate violation.~~
- ~~(c) Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a nuisance, or an administrative decision or assessment by the compliance official, shall be made pursuant to section 10-32.~~

#### **Sec. 10-32. Appeal procedures; hearing.**

- (a) The responsible person, owner or occupant, or the lien holder of the property aggrieved by a finding of public nuisance or other decision or assessment by the ~~compliance official~~ Code Enforcement Officer may appeal the decision by written request stating the reasons therefore, filed with the ~~compliance official~~ Code Enforcement Officer within ten days after service by certified mail or personal service of the notice of public nuisance or other decision or assessment. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted hereunder have been incorrectly interpreted, the provision of this Code does not apply, the requirements of this Code

are adequately satisfied by other means, or that the strict application of any requirement of this Code would cause undue hardship.

- (b) *Appeal of finding of nuisance.* The county administrator shall appoint a hearing officer or, upon request of the appellant, a hearing panel to hear the appeal. This appeal stays the public abatement until such time as the matter is heard and decided by the hearing officer or panel unless an emergency abatement as authorized by the county administrator is necessary to preserve public health, safety or welfare. The appeal must be received by the county administrator before the time specified in the notice. The appeal may be faxed or emailed to the county administrator. The written demand shall include a contact number, either phone or facsimile in order for the person to be informed of the hearing location, date and time. It shall not be a defense to the determination that a public nuisance exists that the property is boarded up or otherwise enclosed.
- (c) *Failure to appeal.* Failure to timely appeal constitutes a waiver of the right to appeal the existence of a public nuisance.
- (d) *Appeal of assessment.* Further, in those instances where the nuisance has been abated by the unincorporated county after the required notice of subsection 10-26(b), the owner or occupant of the property who has been served with a notice of assessment pursuant to section 10-29 of this article may make a written demand to the county administrator for a hearing to review the cost of the abatement. This appeal stays the attachment of the lien until such time as the matter is heard and decided by the hearing officer or hearing panel. The appeal of the assessment must be received by the county administrator within five business days of the appellant's receipt of the notice of assessment. The written demand shall include a contact number, either phone or facsimile in order for the person to be informed of the hearing location, date and time. In an appeal of the assessment of costs, no testimony shall be permitted on the issue of the existence of the public nuisance.
- (e) *Failure to appeal assessment.* Failure to timely appeal constitutes a waiver of the right to appeal the assessment of costs.
- (f) *Notice of the hearing.* By way of the contact numbers provided in the written demand, the county administrator shall orally advise the owner of the location, date and time of the hearing. Notice of the hearing must be provided at least two business days prior to the hearing, excluding county recognized holidays and weekends.
- (g) *Time and manner of hearing.* The hearings as allowed under this section shall be held as soon as practical but in any event no later than five business days after receipt of the appeal, excluding county recognized holidays and weekends. The hearing shall not be conducted under the strict rules of evidence. The hearing shall be informally conducted by the hearing officer or panel. If a panel has been appointed, the panel shall elect one of its members to act as chairperson. The ~~compliance officer~~ Code Enforcement Officer shall present the facts and circumstances that resulted in a conclusion that a nuisance existed. The owner, occupant or lien holder, or their agents, representatives or attorneys shall be given the opportunity to present evidence to the hearing officer in the course of the hearing. Neither party shall have the right of cross-examination, but the hearing officer or panel may make inquiries of the witnesses and representatives, or allow cross examination if they so desire in their sole discretion. The proceedings shall be recorded and transcribed at the expense of the party so requesting. When the nuisance has been abated by the county and the person has appealed the assessment of the administrative fee and actual costs, the hearing officer or panel shall have discretion to waive the administrative fee or the public cost of abating a nuisance, in whole or in part, if, in the course of the hearing and reviewing the decision, the hearing officer or panel finds that justice and equity require such waiver or that any of the following did not conform to the provisions of this article:
  - (1) The notice to remove the nuisance;
  - (2) The work performed in abating the nuisance;
  - (3) The computation of charges.
- (h) The hearing officer, or if there is a hearing panel by majority vote of members present, shall render a decision based on findings of fact and application of the standards herein. The decision of the hearing officer or panel is the final decision of the county, and shall be delivered orally to the appellant on the date of the hearing, and then, if requested, written and mailed to the address provided. The hearing officer or panel shall affirm, modify, or reverse the decision of the ~~compliance officer~~ Code Enforcement Officer, or grant a one-time extension of no more than 180 days additional to the time period already provided by the ~~compliance officer~~ Code Enforcement Officer for abatement.

- (i) *Administration.* The planning and building services director shall cause the ~~compliance officer~~ Code Enforcement Officer to take immediate action in accordance with the decision of the board.
- (j) *Court review.* Any person, whether or not a previous party of the appeal, shall have the right to appeal to the circuit court, provided such person has standing under the general rules regarding standing determinations in judicial review proceedings. The factual findings of the hearing officer or appeals panel shall be deemed findings of fact subject to the same judicial deference given findings of facts by the zoning board of appeals, and the review shall be a record review, not a review *de novo*.
- (k) *Stays of enforcement.* Appeals of notice and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the hearing officer or panel.

### **ARTICLE III. LITTERING**

#### **Sec. 10-52. ~~Enforcement.~~ Evidence of Littering.**

- (a) ~~All animal and environmental control officers, litter control officers, codes enforcement officers, the director of the county public works department, and all certified officers of the sheriff's office are empowered to enforce the provisions of this article.~~
- (b) ~~The named enforcement officers are empowered to issue citations to persons violating any provision of this article.~~
- (c) ~~All of the named enforcement officers may serve and execute all warrants, citations, and other process issued by the courts in enforcing the provisions of this chapter. In addition, the mailing by registered mail of such process to his/her last place of residence shall be deemed as personal service upon the person charged.~~
- (d) Evidence shall be p~~Prima facie evidence if:~~
  - (1) ~~If the throwing, dumping, or depositing of litter was done from a motor vehicle or boat, except a motor bus, it shall be prima facie evidence that the throwing, dumping, or depositing was done by the driver of the motor vehicle or boat; nonetheless, the owner of the vehicle or boat remains liable pursuant to section 10-51(b)(3) above, but only one fine may be assessed for each instance of littering.~~
  - (2) ~~If litter discarded can be identified with a person's name, it shall be prima facie evidence that the throwing, dumping, or depositing was done by the person whose name appears on the litter.~~

#### **Sec. 10-53. ~~Penalties.~~ Reserved.**

- (a) ~~Any person who violates any provision of this article is guilty of a misdemeanor and, upon conviction, must be fined not more than \$500.00 and/or be imprisoned for a period of not less than two days nor more than 30 days. No fine imposed pursuant to this section may be suspended to less than \$200.00. No sentence of imprisonment imposed pursuant to this section may be suspended.~~
- (b) ~~In addition to the fine or term of imprisonment, the court may also impose eight hours of litter gathering labor for a first conviction, 16 hours of litter gathering labor for a second conviction, and 24 hours of litter gathering labor for a third or subsequent conviction, all under the supervision of the court; or such other term of litter gathering labor or public service as the court deems appropriate.~~
- (c) ~~In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a conviction for a violation of this chapter shall be separate and apart from any cleanup or abatement costs incurred by the county in abating said littering; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~

#### **Sec. 10-54. Administrative Determination Appeals.**

~~Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals.~~ Appeals of determinations of the existence of a nuisance, or an administrative decision or assessment by the ~~compliance official~~ Code Enforcement Officer or director of planning and building services, shall be made pursuant to section 10-332.

## **ARTICLE IV. NOISE**

### **Sec. 10-62. Citation of violators.**

The county sheriff's office, in cooperation with county government, shall enforce the provisions of this article. After receiving a complaint and upon a finding by an officer of a violation, any offender shall have an opportunity to immediately abate the offending noise without penalty. However, if the violation continues or reoccurs at any time, the offender shall be guilty of a misdemeanor and shall be punished to the extent provided for in this article. The violation of this Article is hereby declared to be a misdemeanor, and upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Every 24 hours that the violation continues to exist shall constitute a separate violation.

### **Sec. 10-64. Penalties. Reserved.**

~~(a) Any person who violates any provision of this chapter is guilty of a misdemeanor and, upon conviction, must be fined not more than \$500.00 and/or be imprisoned for not more than 30 days. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued. No fine imposed pursuant to this chapter may be suspended to less than \$100.00. In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a criminal conviction for a violation of this chapter shall be separate and apart from any inspection costs or abatement costs incurred by the county in abating said nuisances; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~

### **Sec. 10-65. Appeals.**

Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a ~~nuisance noise~~, or an administrative decision or assessment by the ~~compliance official~~ County Sheriff's Office, shall be made pursuant to section 10-332.

## **ARTICLE V. JUNKYARDS/VEHICLE GRAVEYARDS**

### **Sec. 10-74 Administration and enforcement.**

- ~~(a) The county planning and building services and public works departments shall be charged with the enforcement of this article.~~
- (b) The responsible person, owner or operator of a place of business, or the owner or occupant of a non-business property, who commits or permits acts in violation of the provisions of this article shall be sent a written notice by certified mail to bring the activity or property into compliance with the provisions of this article within 90 days of the receipt of such notice. Failure to comply within the specified time limit shall be deemed to be an offense against such chapter, and if such operation or condition shall continue or be permitted to exist subsequent to the expiration of the time limit specified within the notification, each day thereafter shall constitute a separate offense, without necessity of an additional written notice to bring the property into compliance being mailed.

### **Sec. 10-75. Penalties.**

- ~~(a) Every violation of any provision of this article shall subject the offender to a fine of not more than \$500.00 and/or imprisonment for not more than 30 days. Each such offender shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued. No fine imposed pursuant to this chapter may be suspended to less than \$250.00.~~
- (b) In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Should the county elect to have the site cleared and bill to property owner for the work, and the owner/operator fail to pay for the clean-up, the county may elect to file a mechanics' lien on the property for the amount owed. In addition, the county may, at any time subsequent to written notice of a violation, elect to utilize the additional enforcement actions provided in section 10-25.

- ~~(c) Any punishment including fines imposed pursuant to a criminal conviction for a violation of this article shall be separate and apart from any inspection costs or abatement costs incurred by the county in abating said nuisances; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~
- ~~(d) An individual violating the provisions of this chapter regarding junked appliances, trash, or vehicles on his non-business property, or dumping same on rights of way or others property shall likewise be deemed guilty of a misdemeanor having a fine not to exceed \$500.00 and/or imprisonment for 30 days, each day the violation continues may be deemed a separate offense, and may likewise be subject to a proceeding by the county to compel compliance with the provisions of this article under section 10-25.~~

## **Sec. 10-76. Appeals.**

Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a nuisance, or an administrative decision or assessment by the ~~compliance official~~ Code Enforcement Officer, shall be made pursuant to section 10-32.

## **Chapter 18 OFFENSES AND MISCELLANEOUS PROVISIONS**

### **ARTICLE I. IN GENERAL**

**Sec. 18-1. ~~Ordinance summons for enforcement of county ordinances.~~ Enforcement, Administrative Citation, Penalties and Remedies.** Unless otherwise provided herein, violations of any provision of this Chapter are subject to the remedies and penalties provided for in this Section.

- ~~(a) There shall be made available to the code enforcement officers and sheriff's department of the county an ordinance summons which complies with the requirements of S.C. Code 1976, § 56-7-80. The form shall be substantially the same as the form which is attached to the ordinance from which this section is derived as attachment A, which is incorporated as part of this section by reference. For purposes of this section, any employee of the department of public works is a code enforcement officer for the purposes of any littering, dumping or animal control ordinance.~~
- ~~(b) The finance department shall be responsible for having the summons books printed, issuing blank summons books, and keeping a record of the summons forms assigned to an individual.~~
- ~~(c) Any officer issuing an ordinance summons shall be responsible for forwarding the copy of the summons labeled "Court Copy" to the appropriate judicial office within one business day of issuing the summons. It shall also be the issuing officer's responsibility to keep the copy of the summons labeled "Officer Copy" until the appointed hearing time. After all action concerning the summons has been concluded, the issuing officer shall turn the "Officer Copy" of the summons in to the finance department within one business day. Failure to comply will not affect the validity of any charge or conviction.~~
- ~~(d) The finance department shall be responsible for keeping the summons forms which have been turned in by law enforcement officers in a manner which will allow for an annual audit of the summons forms.~~
- (a) Enforcement. Unless otherwise provided her herein, Code Enforcement Officers and the Sheriff's Office have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.
- (b) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).
- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
  - ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(c) Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter, and pursuant to the authority provided by S.C. Code 1976 §22-3-550 as amended, is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

#### **Sec. 18-2. Use of public boat landings.**

- (a) *Restrictions.* All public boat landings in the county shall not be used for camping, parking camper trailers, or the erection of tents, except at those landings where camping or parking is specifically authorized and signs to that effect are posted.
- ~~(b) *Penalty.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction shall be punished in accordance with section 1-8.~~

#### **Sec. 18-4. Tampering with certain signs and traffic control devices.**

- ~~(d) *Violations and penalties.* Any person who shall violate the provisions of this section shall be guilty of a misdemeanor and shall be punished to the maximum jurisdictional limit of the magistrate's court. Persons shall be deemed guilty of a separate offense, as provided for in Section 18-1 of this Chapter, for each sign which has been tampered with as described in this Section.~~

### **ARTICLE II. ELECTRONIC COMMUNICATIONS   RESERVED.**

#### **DIVISION 1. ELECTRONIC COMMUNICATIONS WHILE DRIVING A MOTOR VEHICLE.**

#### **~~Sec. 18-26. Electronic communications while operating a motor vehicle.~~**

##### ~~(a) *Definitions:*~~

~~*Electronic communications device* means an electronic device used for the purpose of composing, reading, or sending an electronic message, but does not include a global positioning system or navigation system or a device that is physically or electronically integrated into the motor vehicle.~~

~~*Electronic message* means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. "Electronic message" includes, but is not limited to, electronic mail, a text message, an instant message, or a command or request to access an internet site.~~

~~(b) *Prohibited while driving.* It shall be unlawful for a person to use an electronic communication device to compose, read, or send an electronic message while operating a motor vehicle on the streets and roads within the county; provided however, a violation described in this section shall not be a basis for a custodian arrest or a seizure of the electronic communications device in question.~~

~~(c) *Exceptions.* This section shall not apply to a person operating a motor vehicle while:~~

~~(1) Off the traveled portion of a roadway;~~

~~(2) Using an electronic communication device in a hands-free, voice-activated, or voice-operated mode that allows the driver to review, prepare and transmit an electronic message without the use of either hand except to activate, deactivate, or initiate a feature or function;~~

~~(3) Summoning medical or other emergency assistance; or~~

~~(4) Using a citizens band radio, commercial two-way radio communication device, in-vehicle security, or amateur or ham radio device.~~

~~(d) *Exemptions.* The provisions contained within this section shall not apply to public safety personnel employed by a federal, state, county or municipal organization who are utilizing an electronic communication device during the course and scope of their official duties.~~

~~(e) *Penalty.* A person who violates this section is guilty of misdemeanor distracted driving and, upon conviction, shall be fined \$100.00 for a first offense, \$200.00 for a second offense, and \$300.00 for a third or subsequent offense. This fine is subject to all applicable court costs, assessments, and surcharges.~~

### **ARTICLE III. ENHANCED 911 EMERGENCY TELEPHONE SYSTEM**

#### **Sec. 18-55. ~~Penalties.~~ Violations.**

~~Any person who shall violate any provision of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction of such offense, may be fined not more than \$500.00 or imprisoned for not more than 30 days, and in addition, shall pay all costs and expenses involved in the case. Every 24 hours~~ Each and every day or portion thereof during which any violation continues shall be considered a separate offense.

### **ARTICLE IV. HAZARDOUS MATERIALS ORDINANCE**

#### **Sec. 18-75. Official's right of entry.**

- (a) The appropriate official designated by the county administrator or his authorized representative may at all reasonable times request access to any building whether completed or under construction, or to any property for the purpose of making an inspection or investigation to enforce any of the provisions of this article and, if denied, and a belief exists as to probable cause that hazardous materials are present, then such official shall obtain a search warrant to allow inspection of the premises.
- (b) If an emergency appears to exist, the county may petition for a court order enjoining the owner or occupant of the premises for conduction business or storing product in question.
- (c) No person, owner, or occupant of any building or premise shall fail, after proper credentials are displayed, to permit entry into any building or onto any property by the appropriate official designated by the county administrator, or a duly authorized agent, for the purpose of inspections pursuant to this article. ~~Any person violating this section shall be guilty of a misdemeanor and, upon conviction, sentenced to a \$500.00 fine or 30 days in jail for each offense. Failure to comply with this Section shall be deemed a violation.~~

#### **Sec. 18-80. ~~Enforcement and a~~ Administration.**

- (a) The Jasper County Emergency Management Department will be responsible for administration of this ~~ordinance~~ Article and maintaining registration.

#### **Sec. 18-82. Notices and orders.**

Whenever the fire marshal or a duly authorized agent designated by the county administrator finds in any building or upon any premises dangerous or hazardous conditions or materials, there shall be issued such notice or orders to remove or remedy the conditions as may be necessary for the protection of life and property from fire and smoke or explosion.

#### **Sec. 18-83. ~~Violations and penalties.~~**

- (a) Any person operating or maintaining any occupancy, premises or vehicle subject to this article, who fails to rectify any existing violation of this article on premises under ~~his~~ their control, or who fails to take immediate action to abate a violation of this article when ordered or notified to do so by the appropriate official designated by the county administrator or his duly authorized representative, shall be guilty of a separate violation for each existing issue related to the premises or vehicle. ~~misdemeanor, and sentenced to a \$500.00 fine or 30 days in jail for each offense.~~

- (b) Any person failing to register material(s), ~~or~~ pay registration/fee(s) or renewal fee(s) covered by this article is in violation of the article and each shall be considered a separate violation. ~~is subject to the penalties and fees as previously outlined in section 18-81(a).~~

### **ARTICLE V. PROTECTION OF HISTORICAL AND ARCHAEOLOGICAL SITES**

#### **Sec. 18-104. ~~Penalty~~ Violations.**

- (a) It shall be unlawful for any person to damage or cause to be damaged any area, structure, or artifact on a documented significant archaeological/historical site located within the county limits, without prior written permission from the

county administrator or an appointed designee. Each such act of damage or disturbance shall constitute a separate offense. Documented sites are listed in section 18-103.

- (b) It shall be unlawful for any person to knowingly damage or remove from the ground any artifact located on any archaeological or historical site as defined above herein. The damaging or removal of each such article shall constitute a separate offense.
- (c) ~~Each violation of this section shall be punishable by a fine of not less than \$200.00 or incarceration of up to 30 days. Any artifact recovered pursuant to a violation of this section shall upon conviction be held by the sheriff pending determination of proper disposition. This violation and penalty shall be in addition to any violation or penalty for trespass, larceny, or damage to real or personal property.~~

## **Chapter 25 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**

### **ARTICLE II. 2018 OMNIBUS ROAD ORDINANCE FOR THE NAMING OF ROADS, THE MAINTENANCE OF EXISTING ROADS, THE ACCEPTANCE OF ROADS AND THE STANDARDS FOR ROAD CONSTRUCTION**

#### ***DIVISION 5. ENCROACHMENT PERMITS***

##### **Sec. 25-93. Violations.**

Anyone who encroaches on the right-of-way of a county maintained highway, street or road without securing an encroachment permit or who fails to adequately restore the road and right-of-way after an encroachment shall be deemed a violation of this Chapter. ~~guilty of a misdemeanor, and shall be subject to the general penalty provisions of this code (See section 25-101). Each day~~ Every 24 hours that the unauthorized encroachment exists, or that the inadequacy exists following notification, shall be considered a separate offense.

#### **ARTICLE III. NAMING AND ADDRESSING OF ROADS**

##### **Sec. 25-134. ~~Enforcement~~ Violation.**

Owners or occupants of buildings which are not in compliance with the provisions of this article shall be notified and required to meet the requirements herein within 60 days from the date of notification. A warning notice will be issued after the 60 days if the requirements have not been met. The owner or occupant shall be in violation of this Article if there is a failure to ~~who does not~~ voluntarily comply with this article within 30 days after delivery ~~of~~ and a warning notice by registered or certified mail ~~shall be subject to criminal prosecution. Any person found violating a provision of this article shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$500.00 or 30 days imprisonment or both; and if such violation continues, each day's violation shall be a separate offense. Violation of this article may also be enforced by seeking a civil court order to compel compliance of civil remedies against the violator.~~



## Chapter 1 GENERAL PROVISIONS

### Sec. 1-2. Definitions and rules of construction.

In the construction of this Code and of all ordinances and resolutions of the county, the following definitions and rules of construction shall be observed unless inconsistent with the manifest intent of the council or the text clearly requires otherwise:

*Generally.* All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the county council may be fully carried out. Terms used in this Code, unless otherwise specifically provided, shall have the meanings prescribed by the statutes of the state for the same terms.

In the interpretation and application of any provisions of this Code, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of this Code imposes greater restrictions upon the subject matter than other more general provisions imposed by the Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

In the construction of this Code and of all ordinances and resolutions of the county, all things and places therein referred to shall, unless a contrary intention appears, be construed to mean things and places situated in the county or employed by or appertaining to the county.

*Administrative Citation.* A formal written legal notice issued in response to a violation of the Jasper County Code and as further defined and described in Section 1-8 of the Jasper County Code.

*Administrator.* The term "administrator" or "county administrator" means the county administrator of Jasper County, South Carolina.

*And; or.* The word "and" may be read as "or" and the word "or" may be read as "and" where the sense requires it.

*Bond.* When a bond is required, an undertaking in writing shall be sufficient.

*Clerk.* The term "clerk" means the clerk of the county council.

*Code.* Reference to "this Code" or "the Code" means the Jasper County Code as designated in section 1-1.

*Code Enforcement Officer ("CEO")* means a law enforcement officer, or an appointed and commissioned official entrusted with administering or enforcing the Jasper County Code pursuant to appointments made by County Council under the authority of § 4-9-145 of the Code of Laws of South Carolina.

*Computation of time.* The time within which an act is to be done shall be computed by excluding the first day and including the last day, and if the last day is a Sunday or a legal holiday that day shall be excluded.

*Council; county council.* The term "council" or "county council" means the county council for Jasper County, South Carolina.

*County.* The term "county" means the County of Jasper in the State of South Carolina.

*County limits.* The term "county limits" means the legal boundaries of Jasper County.

*Delegation of authority.* Whenever a provision appears requiring the head of a department or some other county officer or employee to do some act or perform some duty, it is to be construed to authorize the head of the department or other officer to designate, delegate and authorize subordinates to perform the required act or perform the duty, unless the terms of the provision or section specify otherwise.

*Floodplain Manager* means the individual appointed by the County Administrator to be responsible for administering and enforcing the County Floodplain Ordinance, Chapter 6 Article IV of the Code.

*Gender.* Words importing the masculine gender shall include the feminine and neuter.

*Joint authority.* All words giving a joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

*Keeper; proprietor.* The terms "keeper" and "proprietor" mean and include persons, firms, associations, corporations, clubs and copartnerships, whether acting by themselves or through a servant, agent or employee.

*Month.* The term "month" means a calendar month.

*Nontechnical and technical words.* Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

*Number.* Words used in the singular shall include the plural and words used in the plural shall include the singular number.

*Oath; swear; sworn.* The term "oath" shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."

*Officer; official.* Whenever reference is made to any officer or official the reference will be taken to be ~~to~~ such officer or official of Jasper County who the County Administrator has provided the authority to in order to administer the Jasper County Code and ensure compliance.

*Owner.* The term "owner," applied to a building or land, includes any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety, of the whole or a part of such building or land.

*Person.* The term "person" includes a corporation, firm, partnership, association or organization, and any other group acting as a unit, as well as an individual.

*Personal property.* The term "personal property" includes every species of property except real property.

*Preceding; following.* The terms "preceding" and "following" mean next before and next after, respectively.

*Property.* The term "property" includes real and personal property.

*Real property; real estate.* The terms "real property" and "real estate" include lands, tenements and hereditaments.

*Roadway.* The term "roadway" means that portion of a street improved, designed or ordinarily used for vehicular travel.

*Shall; may.* The word "shall" is mandatory; the word "may" is permissive.

*Sidewalk.* The term "sidewalk" means any portion of a street or road between the curbline, or the lateral lines of the roadway where there is no curb, and the adjacent property line, intended for the use of pedestrians.

*Signature; subscription.* The terms "signature" and "subscription" include a mark when the person cannot write, when such mark is witnessed by a longhand signature.

*State.* The term "state" means the State of South Carolina.

*Street; road.* The terms "street" and "road" include avenues, boulevards, highways, alleys, lanes, viaducts, bridges and the approaches thereto and all other public thoroughfares in the county, and shall mean the entire width thereof between opposed abutting property lines; such terms shall be construed to include a sidewalk or footpath, unless the contrary is expressed or unless such construction would be inconsistent with the manifest intent of the county council.

*Tenant; occupant.* The term "tenant" or "occupant," applied to a building or land, shall include any person who occupies the whole or a part of such building or land, whether alone or with others.

*Tense.* Words used in the past or present tense include the future as well as the past and present.

*Week.* The term "week" means seven days.

*Written; in writing.* The term "written" or "in writing" includes printing and any other mode of representing words and letters.

*Year.* The term "year" means a calendar year.

~~*Administrative Citation.* A formal written legal notice issued in response to a violation of the Jasper County Code and as further defined and described in Section 1-8 of the Jasper County Code.~~

~~*Code Enforcement Officer ("CEO")* means a law enforcement officer, or an appointed and commissioned official entrusted with administering or enforcing the Jasper County Code pursuant to appointments made by County Council under the authority of § 4-9-145 of the Code of Laws of South Carolina.~~

~~*Floodplain Manager* means the individual appointed by the County Administrator to be responsible for administering and enforcing the County Floodplain Ordinance, Chapter 6 Article IV of the Code.~~

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**Sec. 1-8. Administrative Citations; General Penalty; continuing violations.**

**(a) Administrative Citation.**

- i. General Application. Whenever in the Code or in any Ordinance an act is prohibited or is declared to be unlawful or an offense, or whenever the doing of any act is required or the failure to do any act is declared to be unlawful, and the Code specifically provides the authority for the issuance of an Administrative Citation, then the Official or Code Enforcement Officer may at their discretion issue an Administrative Citation pursuant to this Section.
- ii. Violations. When the Official or Code Enforcement Officer finds that a Person has violated, or continues to violate, a provision of the Code subject to Administrative Citations, then the Official or Code Enforcement Officer has the authority to issue an Administrative Citation at their discretion. Issuance of an Administrative Citation shall not be a bar against, or a prerequisite for, taking any other action against the Person found to be in violation of the Code.
- iii. Warning of Violation. When the Official or Code Enforcement Officer determines that a violation of the Code has occurred, they may issue at their discretion a warning of an Administrative Citation to the person responsible for the violation or upon the real or personal property related to the violation. A warning notice of violation is not a prerequisite to the issuance of a first administrative citation or any other penalty. The warning shall identify the Code or Ordinance section violated, a description of the violation and how it can be corrected. The warning shall specify a time and date by which the violation shall be corrected.
- iv. Administrative Citations.
  - A. Content of Administrative Citation. The Administrative Citation must be issued on a form approved by the Official and shall contain the following information:
    1. Date, location and approximate time of violation; and,
    2. The Code Section violated and a brief description of the violation; and,
    3. The amount of the penalty; and,
    4. Instructions for payment of the penalty, the time period or specific date by which it shall be paid and consequences for a failure to pay the penalty within the specified time period; and,
    5. Instructions on how to protest the Administrative Citation; and,
    6. The name or a numerical identifier of the Official or Code Enforcement Officer who is administering the Administrative Citation.
  - B. Service of Administrative Citation. The Administrative Citation shall be deemed served upon the Person in violation if one (1) of the following have been fulfilled:
    1. If the Person is present at the time of the violation then the Official or Code Enforcement Officer shall attempt to obtain their signature on and provide a copy of the Administrative Citation to the Person; or,
    2. If the Person is not present, is otherwise unavailable at the time of the violation, or refuses to personally accept a copy of the Administrative Citation, then the Official or Code Enforcement Officer shall post a copy of the citation either: (1) in a conspicuous location on the real or personal property where the violation occurred; or (2) deliver a copy of the Administrative Citation to the County's last known address for the Person if said address is within the jurisdictional of the County; or,

3. If the Person has authorized delivery of written notices by electronic mail under the Chapter associated with the violation stated on the Administrative Citation, then the Citation may be delivered by electronic mail to the address on file with the County.

C. Administrative Citation Penalties.

1. Amount of Fee. Any person in violation of the Code and subject to an Administrative Citation shall be subject to the Administrative Fees in addition to any penalties or fees provided for in the Code. The Administrative Fees are established as follows:
  - a. One Hundred (\$100) Dollars for the first infraction;
  - b. Two Hundred Fifty (\$250) Dollars for a second infraction within one (1) year of the first infraction; and,
  - c. Five Hundred (\$500) Dollars for a third infraction within one (1) year of the second infraction

The above fees may be assessed on a per violation basis. If the violation is not corrected within twenty-four (24) hours of receiving the first Administrative Citation, then additional Administrative Citations may be issued every twenty-four (24) hours until corrected unless pursuant to Subsection 2 below a specific time period to remedy the violation has been established .

2. Time Period to Remedy Violation. The Code Enforcement Officer, or other Official authorized in the Code to issue Administrative Citations, may authorize a specific time period, not to exceed thirty (30) days, for the Person in violation of the Code to remedy the violation without receiving any additional penalties.

- D. Administrative Protest. A Person desiring to dispute an Administrative Citation must file a written protest within fifteen (15) calendar days to the Official as described on the Citation, for the Official to reconsider issuance of the Administrative Citation. The written protest must request the reasons for the protest and contain any additional documents or other evidence the protestor desires to be considered by the Official. The reasons for protest shall be based on a claim that (1) the true intent of the Code or the rules legally adopted hereunder have been incorrectly interpreted; (2) the provision of the Code referenced does not apply; (3) the requirements of the Code are adequately satisfied by other means; or (4) that the strict application of any requirement of this Code would cause undue hardship. The written request shall also include any and all contact information for the protestor.

The filing of a written protest shall stay the requirement to pay any fee associated with the violation until a final decision is made and the protestor receives a written determination from the County.

Failure to file a notice of protest in writing within the established time period shall constitute a waiver of the right to protest the Administrative Citation. Upon receipt of a written protest, the Official may: (1) dismiss the Administrative Citation at their discretion; or (2) convene a hearing on the matter pursuant to the procedures established in this Section.

1. Notice of Protest Hearing. By way of the contact information provided on the written protest, the County Administrator, or their designee, shall either orally or in writing advise the protestor of the location, date and time of the hearing. Notice of the hearing must be provided at least two (2) business days prior to the hearing, excluding County recognized holidays and weekends.

2. Protest Hearing Officer. If a hearing is required, the County Administrator shall appoint a hearing officer. The hearing officer shall not be the individual who issued the Administrative Citation or their immediate supervisor. The hearing officer shall either (1) dismiss the Administrative Citation and provide a written justification for dismissal and provide a copy to the County and the protestor; (2) request additional documents or information from the Official or Code Enforcement Officer and may continue the hearing in order to review said documents or information; or (3) uphold the Administrative Citation at issue.
  3. Protest Hearing Procedure. The protest hearing established in this Section shall be held as soon as practical but in any event no later than ten (10) business days after the County receives the written protest. The hearing shall be informally conducted by the appointed hearing officer. The Code Enforcement Officer, or other Official, who issued the Administrative Citation shall present the facts and circumstances that resulted in a conclusion that a violation existed. The protestor shall be given the opportunity to present evidence to the hearing officer in the course of the hearing. Neither party shall have the right of cross-examination, but the hearing officer may make inquiries of the witnesses and representatives, or allow cross examination if they so desire in their sole discretion. The protest hearing shall be recorded and transcribed at the expense of the requesting party. If the violation has been cured at the time of the protest hearing, the hearing officer shall have discretion to waive the administrative fee.
  4. Failure to Appear. The failure of a Person to appear at the Administrative Protest hearing shall constitute a forfeiture of the protest and the Administrative Citation shall be fully enforceable.
  5. Final Decision. The hearing officer shall provide the Official, or Code Enforcement Officer, and the Person who submitted the protest a written final determination which shall include a written decision and justification for the determination. The written decision shall be the final decision of the County on a protest of an Administrative Citation and the associated Administrative fee.
- v. In addition to an Administrative Citation, violations of the Code remain subject to all other penalties and remedies permitted under the Code or other applicable law. The Administrative Citation authorized by this Section shall be in addition to any other remedies available at law or in equity for a violation of the Code, and is not a required prerequisite for any other enforcement action authorized by the Code.

(b) General Penalty. Whenever in the Code, or in any ordinance or resolution of the County, any act is prohibited, declared to be unlawful, an offense, or misdemeanor; or the failure to do any act is declared to be unlawful, an offense, or a misdemeanor; and either this Section is directly referenced or no specific penalty is provided for the violation thereof, then the said violation of the Code, or any such ordinance or resolution, shall be subject to being found guilty of a misdemeanor and subject to a fine not exceeding Five Hundred (\$500) Dollars or imprisonment not exceeding thirty (30) days, or both. ~~Whenever in this Code, or in any ordinance or resolution of the county, any act is prohibited or is declared to be unlawful or an offense or misdemeanor, or the doing of any act is required, or the failure to do any act is declared to be unlawful or an offense or a misdemeanor, and no specific penalty is provided for the violation thereof, the violation of any such provision of this Code, or any such ordinance or resolution, shall be subject to a fine not exceeding \$500.00 or imprisonment not exceeding 30 days.~~

- i. Separate Offense. ~~Each day a~~ Any violation of this Code or any such ordinance, resolution, rule, regulation or order ~~shall that continues for a period of 24 hours~~ shall constitute, except where otherwise provided, a separate offense.
- ii. Summons for Enforcement. There shall be made available to the Code Enforcement Officer and Sheriff's Department official of the county an ordinance summons which complies with the requirements of S.C.

Code 1976, § 56-7-80. The form shall comply with the requirements of S.C. Code Ann. Section 56-7-80 (1976). ~~and substantially similar to the form attached to Ordinance No. 2025-11 which is hereby incorporated by reference as attachment A, which is incorporated as part of this section by reference. For purposes of this section, any employee of the department of public works is a code enforcement officer for the purposes of any littering, dumping or animal control ordinance.~~

- A. The Code Enforcement Officer and Sheriff's Department official shall be responsible for having the summons books printed, issuing blank summons books, and keeping a record of the summons forms assigned to an individual.
- B. Any Code Enforcement Officer or Sheriff's Department official issuing an ordinance summons shall be responsible for forwarding the copy of the summons labeled "Court Copy" to the appropriate judicial office within one business day of issuing the summons. It shall also be the issuing officer's responsibility to keep the copy of the summons labeled "Officer Copy" until the appointed hearing time. After all action concerning the summons has been concluded, the issuing officer shall turn the "Officer Copy" of the summons into the applicable Code Enforcement Department Director or the appropriate Sheriff's Department official within one business day. Failure to comply will not affect the validity of any charge or conviction.
- C. The Code Enforcement Department and Sheriff's Office shall be responsible for keeping the summons forms which have been turned in by code enforcement and law enforcement officers in a manner which will allow for an annual audit of the summons forms.

(c) Remedies Not Exclusive. The remedies provided within this Chapter for violations of the Code are not exclusive and shall not prohibit pursuit of any other remedies available in law or equity.

(d) Severability. Should any section, clause or provision of these regulations be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of these regulations as a whole or any part thereof other than the part declared to be unconstitutional or invalid; each section, clause or provision hereof being declared severed.

### Chapter 3 ANIMALS

#### Sec. 3-1. Animal ordinance; penalties.

(a) The county hereby adopts as ordinances of the county the provisions of chapters one through seven of Title 47 of the S.C. Code of Laws of 1976, as amended.

(b) Enforcement. The county sheriffs department shall have the authority to enforce these ordinance in its entirety, and Code Enforcement Officers may issue the Administrative Citations as provided for in this Chapter. Tickets or warrants issued by the sheriffs department under the authority of this section shall cite this section, together with title, chapter and section number of the State Code violation which the sheriffs department agent contends has been violated. Nothing contained in this section shall be construed to require the county to assume any responsibility allocated to the state or any of its subdivisions by Title 47, nor is this section intended to supplant state enforcement of any provision in Title 47. This section shall be construed as concurrent with existing state law and state law enforcement.

(c) Administrative Citations, Penalties and Remedies.

- i. Administrative Citation. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation and the fines as established in Code Section 1-8(a).
- ii. Penalties. Any violation of this Chapter is subject to Code Section 1-8(b) but shall not exceed the lesser of the penalty provisions of the incorporated state law offense, or the enforcement authority of the county magistrate. Funds received by the county for violations of the Jasper County Animal Ordinance shall be deposited to the general funds of the county, except for any portion required by state law to be allocated to the state, or any subdivision thereof.
- iii. Remedies. In addition to any of the fees or penalties provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person

or commercial business. Specifically, any business establishment found to be in violation of this Chapter shall be subject to having its business license registration suspended or revoked in accordance with the Business License Ordinance established in Chapter 8 of the Code.

#### **Chapter 4 ALCOHOLIC BEVERAGES**

**Sec. 4-3. Enforcement, Administrative Citation, Penalties/warning, and Remedies.** Unless otherwise provided herein, violations of any provision of this Chapter are subject to the penalties provided for in this Section.

(a) Enforcement. Unless otherwise provided herein, Code Enforcement Officers, and Jasper County Sheriff's Office have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.

(b) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(c) Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. ~~Violations of the provisions of this chapter 4 shall subject the offender to the penalties as provided in section 1-8 of the Jasper County Code of Ordinances.~~ Persons in control of the establishment, whether owners, controlling officers, lessees, managers, or employees shall be liable for violation of this chapter, and individually subject to the penalty provisions of section 1-8(b). ~~Each such person, firm, corporation or agent shall be deemed guilty of a separate offense for each and every day during which any violation of any of the provisions of this chapter is committed or continued.~~

- i. Patrons and Guests. Patrons and guests who violate this ~~ordinance~~ Chapter's provisions concerning leaving the premises shall be subject to the penalty provisions of ~~a~~Section 1-8(b); provided, however, should the patron or guest have made arrangements for transportation off the premises and such transportation not yet arrived as of the expiration of the grace period provided in ~~a~~Section 4-2 of this ~~e~~Chapter, such patron or guest shall be given a warning instead of a violation upon providing some proof of the arrangement for transportation.

(d) Additional Remedies. The county attorney is authorized to pursue any additional or alternative civil remedies as available and appropriate to ensure timely and ongoing compliance with this chapter, as well as seeking administrative or judicial relief to have such activities to be deemed a public nuisance.

- i. Business License. ~~In addition, a~~ Any business establishment found to be in violation of this chapter shall be subject to having its business license registration suspended or revoked in accordance with ~~procedures otherwise applicable to such proceedings, including appellate proceedings under the business license ordinance~~ the Business License Ordinance established in Chapter 8 of the Code.

#### **Chapter 6 BUILDINGS AND BUILDING REGULATIONS**

##### **ARTICLE II. TECHNICAL CODES**

##### **DIVISION 1. GENERALLY**

**Sec. 6-34. Violations; penalties.**

(a) Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. ~~The violation of any of the codes or regulations adopted pursuant to the provisions of this article is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished~~

~~in accordance with section 1-8(b). Each day such violation shall continue shall be deemed a separate offense.~~ In case of any violation of or proposed violation of the codes or regulations adopted pursuant to this article, the codes department director or other appropriate authority of the county, ~~or any adjacent or neighboring property owner who would be damaged by such violation may,~~ in addition to other remedies, apply for injunctive relief, mandamus or other appropriate proceedings to prevent, correct or abate such violation or threatened violation.

(b) Nothing in this article or in the codes adopted in this article shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired or liability incurred, or any cause of action accrued or existing under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired or affected by this article.

#### *DIVISION 4. GATE ACCESS PROGRAM*

##### **Sec. 6-123. Responsibility-Administration and Enforcement.**

The county fire marshal is charged with the overall responsibility for administering, coordinating and implementing the requirements set forth in this division. Unless otherwise provided herein, the County Fire Marshal or a Code Enforcement Officer have the authority to enforce all provisions of this Article. The named enforcement officers in this Section are empowered to issue Administrative Citations and Uniform Summons for criminal violations to persons violation any provision of this Article.

##### **Sec. 6-126. ~~Violation a misdemeanor.~~ Administrative Citation, Penalty, and Remedies.**

~~Violation of any provision of this division shall be a misdemeanor punishable as provided in section 1-8.~~

(a) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(b) Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

(c) Additional Remedies. The county attorney is authorized to pursue any additional or alternative civil remedies as available and appropriate to ensure timely and ongoing compliance with this chapter, as well as seeking administrative or judicial relief to have such activities to be deemed a public nuisance.

- i. Business License. Any business establishment found to be in violation of this Article shall be subject to having its business license registration suspended or revoked in accordance with the Business License Ordinance established in Chapter 8 of the Code.

#### ***ARTICLE IV. FLOOD DAMAGE PREVENTION*** ***DIVISION 1. GENERAL STANDARDS***

##### **Sec. 6-150. Administrative Citation and Penalties for violation.**

(a) Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor pursuant to Code Section 8-1.

(b) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).



- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

ii.

(c) Penalty. Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

(d) Additional Remedies. The county attorney is authorized to pursue any additional or alternative civil remedies as available and appropriate to ensure timely and ongoing compliance with this chapter, as well as seeking administrative or judicial relief to have such activities to be deemed a public nuisance.

- i. Business License. Any business establishment found to be in violation of this Article shall be subject to having its business license registration suspended or revoked in accordance with the Business License Ordinance established in Chapter 8 of the Code.

#### DIVISION 3. ADMINISTRATION

#### Sec. 6-174. Administrative procedures.

(b) Stop-work orders. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this article, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor pursuant to Code Section 8-1.

#### ARTICLE V. PROPERTY MAINTENANCE

#### Sec. 6-202. ~~Appointment of DSR Enforcement;~~ fees.

(a) The development services representative (DSR) identified in the county zoning ordinance § 19:1 and his designees, or Code Enforcement Officer shall enforce this article under the overall control of the county administrator.

(b) Fees. The fees for activities and services performed by the DSR in carrying out responsibilities under this article shall be adopted by resolution of council.

#### Sec. 6-205. Stop work order.

(a) Authority. Whenever the DSR finds any work regulated by this article being performed in a manner contrary to the provisions of this article or in a dangerous or unsafe manner, the DSR is authorized to issue a stop work order.

(b) Issuance. A stop work order shall be in writing and shall be given to the owner of the property, to the owner's agent, a party in interest or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

(c) Emergencies. Where an emergency exists, the DSR shall not be required to give a written notice prior to stopping the work.

(d) Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~guilty of a misdemeanor and subject to penalty as provide by law;~~ deemed a violation of this Article.

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#### **Sec. 6-206. Violations.**

- (a) *Unlawful acts.* It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this article.
- (b) *Notice of violation.* The DSR shall serve a notice of violation or order in accordance with section 6-207(c).
- (c) *Prosecution of violation.* Any person failing to comply with a notice of violation or order served in accordance with section 6-207 shall be deemed guilty of a misdemeanor and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the DSR shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this article or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction of such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.
- (d) *Violation penalties.* Any person, who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state laws or the county Code. ~~Each day~~ Every 24 hours that a violation continues after due notice has been served shall be deemed a separate offense. The violation of the provisions of this Article is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.
- (e) *Abatement of violation.* The imposition of the penalties herein prescribed shall not preclude the county attorney from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy or utilization of a dwelling structure or premises, or to stop an illegal act.

### **Chapter 8 BUSINESSES** **ARTICLE I. IN GENERAL**

**Sec. 8-1. Enforcement of Chapter; Administrative Citations; Penalties, Remedies; conflict with other laws.** Unless otherwise provided herein, violations of any provision of this Chapter are subject to the remedies and penalties provided for in this Section.

- (a) *Enforcement.* ~~Unless otherwise provided her herein, the County Administrator or their designee, Code Enforcement Officers, and the License Official or their designee have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.~~
- (b) *Administrative Citations.* Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).
  - i. *Administrative Fines.* ~~Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).~~
  - ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.
- (c) *Penalty.* ~~The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter, and pursuant to the authority provided by S.C. Code 1976 §22-3-550 as amended, is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Pursuant to S.C. Code 1976, § 22-3-550, as amended, any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and subject to a fine of not more than \$500.00 and/or imprisonment not exceeding 30 days. Each day of the violation shall constitute a separate offense. Additionally, the county may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the court may decide as prescribed by state law for each offense.~~

- (d) Additional Remedies. In addition to all other penalties or remedies established in this Section, the County may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the court may decide as prescribed by state law for each offense. Whenever it shall come to the attention of the County Administrator or their designee, or the County's license coordinator that any provision of these regulations has been or is being violated, the license coordinator may, on behalf of, and in the name of, the county, immediately institute suit and prosecute the same to final judgment. ~~Further, should any business establishment stand in violation of the provisions of this ordinance, either for non-payment of the required license fee or in violation of any of the provisions herein for more than 30 days after proper notice as described herein, the license coordinator shall cause the doors to the business to be padlocked until such time as the violation is remedied. Any business establishment found to be in violation of this Chapter shall be subject to having its business license registration suspended or revoked.~~
- (e) In interpreting and applying the provisions of these regulations, the requirements shall be considered as the basic requirements for the provision of business licenses within the jurisdiction of the county. It is not the intent of these regulations to interfere with or abrogate or annul any easements, covenants or other agreements between parties; provided, however, that where these regulations impose a greater restriction upon a business or require other restrictions which may appertain to a business greater than those imposed by the other resolutions, rules or regulations, or by any easements, covenants or agreements, or by any ordinances, the provisions of these regulations shall prevail.

## ARTICLE II. LICENSES

### Sec. 8-44. Denial of license.

The license official may deny a license to an applicant when the license official determines:

- (1) The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;
- (2) The activity for which a license is sought is unlawful or constitutes a public nuisance per se or per accidents;
- (3) The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- (4) The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the county or in another jurisdiction;
- (5) The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the county of any tax or fee, including but not limited to, any fee associated with the issuance and receipt of an Administrative Citation;
- (6) A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or
- (7) The license for the business or for a similar business of the licensee in the county or another jurisdiction has been denied, suspended, or revoked in the previous license year.

A decision of the license official shall be subject to appeal ~~as herein provided~~ as described in Section 8.46 Appeals.  
Denial shall be written with reasons stated.

### Sec. 8-45. Suspension or revocation of license.

When the license official determines:

- (1) A license has been mistakenly or improperly issued or issued contrary to law;
- (2) A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this article;

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- (3) A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- (4) A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- (5) A licensee has engaged in an unlawful activity or nuisance related to the business; or
- (6) A licensee is delinquent in the payment to the county of any tax or fee, including but not limited to, any fee associated with the issuance and receipt of an Administrative Citation.

The license official may give written notice to the licensee or the person in control of the business within the county by personal service or mail that the license is suspended pending a single hearing before council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this article.

#### **Sec. 8-49. Violations. Reserved.**

~~Any person violating any provision of this article shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than 30 days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this article.~~

### ***ARTICLE III. GAMING DEVICES***

#### **Sec. 8-102. Penalty for violation of article. Reserved.**

~~Any person violating any provisions of this article shall be deemed guilty of an offense and shall be subject, upon conviction, to punishment in accordance with section 1-8. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties and costs provided for in this article.~~

### ***Chapter 9 CIVIL EMERGENCIES*** ***ARTICLE I. IN GENERAL***

**Sec. 9-5. Enforcement of Chapter, Administrative Citations, Penalties and Remedies.** Unless otherwise provided herein, violations of any provision of this Chapter are subject to the penalties and remedies provided for in this Section.

(a) Enforcement. Unless otherwise provided herein, Code Enforcement Officers and the County Fire Chief have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.

- i. Fire Emergency Authority. The ~~Ce~~county ~~f~~Fire ~~e~~Chief may designate individuals with authority to direct and control traffic at the scene of any fire or emergency in the County and enforce the laws of this State and County relating to the following of fire-apparatus, or rescue or emergency vehicles, the crossing of fire hose, and interfering with firemen, rescue or emergency responders in the discharge of their duties in connection with a fire, rescue or emergency responders in the same manner as provided for the enforcement of such laws by law enforcement officers.

(b) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).

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- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(c) Penalties. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

(d) Additional Remedies. In addition to all other penalties or remedies established in this Section, the County may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the Court may decide as prescribed by state law for each offense.

i. Business Licenses. Pursuant to the authority provided in Chapter 8 of the Code, whenever it shall come to the attention of the County Administrator or their designee, or the County's license coordinator that any provision of this Chapter has been or is being violated, the license coordinator may, on behalf of, and in the name of, the County, immediately institute suit and prosecute the same to final judgment. ~~Further, should any business establishment stand in violation of the provisions of this Chapter for more than 30 days after proper notice as described in Chapter 8 of the Code, the license coordinator shall cause the doors to the business to be padlocked until such time as the violation is remedied. Any business establishment found to be in violation of this Chapter shall be subject to having its business license registration suspended or revoked.~~

### **ARTICLE III. COUNTY EMERGENCY SERVICES**

#### **Sec. 9-61. ~~Enforcement.~~ Willful Obstruction.**

It shall be unlawful for any reason to violate any of the provisions of this act or the regulation issued pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the emergency services in the enforcement of the provisions of this act, or any regulation issued thereunder. Any person found in violation of this ~~article~~ Section shall be guilty of a misdemeanor.

### **ARTICLE VI. OFFENSES AND MISCELLANEOUS PROVISIONS**

#### ***DIVISION 1. PROHIBITED ACTS; INTERFERENCE WITH FIRE APPARATUS OR SCENE; HAZARDOUS MATERIALS***

#### **Sec. 9-102. Code adopted.**

- (a) The most recently promulgated edition of the Standard Fire Protection Code is hereby adopted for the Jasper County Fire-Rescue District.
- (b) In the event that any matters in said code are contrary to existing ordinances of the county, the ordinances adopting the aforementioned Code and amendments thereto shall prevail. Provisions of said ordinances not inconsistent with the Code remain in full force and effect for Jasper County, South Carolina.
- (c) When reference is made in the Standard Fire Protection Code to the duties of officials named therein, that designated official in Jasper County, South Carolina, is the deputy administrator for emergency services who shall be deemed to be the responsible official insofar as enforcing the provisions of said Code are concerned.
- (d) Violations of ~~said~~ the Standard Fire Protection Code shall be a violation of this article.

#### **Sec. 9-103. ~~Penalty for violation.~~ Reserved.**

~~Any violation of this article shall constitute a misdemeanor and shall be punishable by a fine of not less than \$500.00 or 30 day of confinement.~~

#### ***DIVISION 2. OPEN BURNING; NOTIFICATION; PENALTIES***

**Sec. 9-125. Fires shall be prohibited as follows.**

- (a) The county fire chief and or his/her designee, may prohibit open burning during such times as may be necessary depending upon atmospheric conditions, local weather patterns, or other such circumstances as would exist to make open burning hazardous.
- (b) The only materials that may be lawfully burned as permitted in section 9-123 above, are those vegetative materials which shall have originated on the site in which they are proposed to be included in any open burning. All other materials or items are prohibited from being burned on properties located within the unincorporated areas of Jasper County, which materials shall include, but not be limited to; asphalt and asphaltic materials, paint, plastics, metals, treated wood, paper, petroleum products, demolition debris, dead animals, construction debris, household chemicals, household garbage, tires, trade waste and cardboard.

**Sec. 9-130. Enforcement and penalties.**

Enforcement of this division shall fall under the jurisdiction of both the Jasper County Fire Marshal's Office, officers of the Jasper County Sheriff's Office and Jasper County Codes Enforcement shall have the authority to exercise full discretion in deciding whether to issue a warning, subpoena or a citation when investigating complaints that arise under this division. ~~Any violation of this division may be punishable by a fine of up to \$500.00, or up to 30 days imprisonment.~~

**CHAPTER 10 NUISANCES, JUNKYARDS, NOISE, AND LITTER**  
**ARTICLE I. IN GENERAL**

**Sec. 10-2. ~~Compliance officer/code enforcement officer official duties and powers.~~ Enforcement and Administering .**

(a) Enforcement. Unless otherwise provided herein Code Enforcement Officers, Litter Control Officers, and the County Fire Chief have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.

**(b) In General.**

- (1) The director of planning and building services, or his or her designee, including where required by statute to be the building ~~compliance officer(s)~~ Code Enforcement Officer, other appropriately appointed officials administering or enforcing codes regulating buildings and constructions services, the county litter control officer(s), as applicable, officers of the sheriff's department, and other appropriately appointed officials administering or enforcing codes pursuant to appointments made by county council under the authority of § 4-9-145 of the Code of Laws of South Carolina (hereinafter generically "~~compliance officer~~" or "codes enforcement officer") shall enforce the provisions of this Code (meaning the Code of Ordinances of Jasper County, South Carolina) and applicable state statutes. If a ~~compliance officer~~ Code Enforcement Officer determines that any of the provisions of any article of this chapter is being violated, he or she shall enforce the requirements of the ordinance by any and all lawful means. The ~~compliance officer~~ Code Enforcement Officer is not generally required to warn a violator before the issuance of an ordinance summons or the institution of enforcement procedures, except as other ordinances may provide for such warning. The ~~compliance officer~~ Code Enforcement Officer may invoke a single course of enforcement or parallel courses of enforcement in his discretion as the exigencies of the circumstances demand.
- (2) Administrative and interpretive authority. The ~~compliance officer~~ Code Enforcement Officer, with the consent of the county administrator, shall have authority as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and procedures; to interpret and implement the provisions of the applicable

codes; and to secure the intent thereof. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this Code, or of violating accepted engineering methods involving public safety.

- (3) *Inspections.* The ~~compliance officer~~ Code Enforcement Officer shall carry proper identification when inspecting structures or premises in the performance of duties under this Code. The ~~compliance officer~~ Code Enforcement Officer shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The ~~compliance officer~~ Code Enforcement Officer is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority. The ~~compliance officer~~ Code Enforcement Officer shall issue all necessary notices or orders to ensure compliance with this Code. The ~~compliance officer~~ Code Enforcement Officer shall keep official records of all business and activities of the department specified in the provisions of this Code. Such records shall be retained in the official records as long as the building or structure to which such records relate remains in existence, unless otherwise provided for by other regulations.
- (4) *Right of entry, permissive and by warrant.*
- a. The ~~compliance officer~~ Code Enforcement Officer shall, after proper presentment of identification and notification, have the right and authority to go onto the grounds of any premises within the unincorporated county at any reasonable time for the purpose of making inspections to ascertain if the premises are in compliance with this chapter.
  - b. The ~~compliance officer~~ Code Enforcement Officer, county health officer, or any other appropriate county official shall, after proper presentment of identification and notification, have the right and authority to enter premises after receiving permission from a responsible person within the unincorporated county at any reasonable time for the purpose of making inspections to ascertain if the premises are in compliance with this chapter.
  - c. If any responsible person owning or residing in the premises shall refuse to allow the county official to enter onto any grounds or enter into any premises in the unincorporated county for the purposes of conducting the inspection as provided in this section, the county official shall make no entry, but shall withdraw and make application to the magistrate's court for an administrative search warrant to be issued.
  - d. An administrative search warrant can be obtained if there is a showing that reasonable administrative or legislative standards are in place for the issuance of the administrative warrant and the conduct of the search. For the purposes of establishing reasonable standards, and for securing an administrative search warrant, the requesting official must affirm that:
    1. The relevant codes, regulations or statutes are in place pertaining to the property;
    2. The requesting official has attempted peaceful entry or has sought permission to enter for the limited purpose of code inspection;
    3. Permission has been denied;
    4. There exist facts and circumstances that lead the affiant to believe, based upon his education, training or experience, that code violations exist that could impact fire laws, or could pose imminent danger to the occupant;
    5. The stated object and purpose of the search must be adequately specific so that the reasonableness of the scope of the search is not expanded past regulatory purposes; and
    6. The search warrant shall not be used as a pretext for a criminal search.
  - e. The magistrate's court judge for the county is hereby authorized to issue administrative search warrants to allow the code enforcement officer, county health officer, or any other appropriate county official to enter any premises within the unincorporated county under the terms and conditions as deemed by the municipal court judge.
  - f. A law enforcement officer must accompany the official to the premises to assist in the safer execution of the administrative search warrant under the provisions of this section.

- g. It shall be unlawful for any person having control of any premises for which an administrative search warrant has been issued to prohibit the entry onto the premises by the person as authorized.
- h. Where a violation is in clear view from a public road or adjoining property, on which permission has been granted to enter, the officer, employee or agent of the county may issue a summons for the violation.

**Sec. 10-3. Administrative Citations, Penalties and Remedies.**

(a) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(b) Penalties. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Every 24 hours that the violation continues to exist shall constitute a separate violation.

- i. Litter Violation Penalty. For violations of Article III of this Chapter, in addition to the fine or term of imprisonment, the court may also impose eight hours of litter-gathering labor for a first conviction, 16 hours of litter-gathering labor for a second conviction, and 24 hours of litter-gathering labor for a third or subsequent conviction, all under the supervision of the court; or such other term of litter-gathering labor or public service as the court deems appropriate.

(c) Additional Remedies. In addition to all other penalties or remedies established in this Section, the County may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the Court may decide as prescribed by state law for each offense.

- i. Business License. Any business establishment found to be in violation of this chapter shall be subject to having its business license registration suspended or revoked in accordance with procedures otherwise applicable to such proceedings, including appellate proceedings under the business license ordinance.
- ii. Separate Costs. In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a criminal conviction for a violation of this Chapter shall be separate and apart from any inspection costs and cleanup or abatement costs incurred by the County in abating said nuisance or any violation of this Chapter; and shall be in addition to all other remedies available to the county under state law and local ordinances. The County may place a mechanics lien on any property associated with said costs associated with this Section.

***ARTICLE II. NUISANCES***  
***DIVISION 1. GENERALLY***

**Sec. 10-21. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Compliance officer or means a law enforcement officer, the county planning and building services director, anyone qualified he or she designates to act in such capacity on his behalf for anyone designated as such by the county administrator, including the code enforcement official or other county employee or official as may be designated in writing by the county administrator or sheriff to enforce the provisions of this chapter, and other appropriately appointed officials administering or enforcing codes pursuant to appointments made by council under the authority of § 4-9-145 of the Code of Laws of South Carolina.~~



**Sec. 10-25. Abatement procedure/compliance order.**

- (a) Whenever the ~~compliance officer~~ Code Enforcement Officer determines that any property is maintained in violation of one or more of the provisions of this chapter, he or she shall serve on one or more of the responsible parties a written compliance order citing:
- (1) The date and location of the violation;
  - (2) The section of the Code violated and a brief description of the violation;
  - (3) The actions required to correct the violation or abate the condition;
  - (4) The time period after which the county will enter the property to abate the conditions.
- (b) The time period for abatement shall be at least 30 days, unless it is determined by the ~~compliance officer~~ Code Enforcement Officer that the conditions constitute an imminent threat to the public health, safety or welfare. The ~~compliance officer~~ Code Enforcement Officer may grant an extension of 180 days or less upon good cause, provided the responsible party signs a written agreement to abate the nuisance within a time certain. The board of zoning appeals may grant a one-time extension of 180 days or less in addition to the time provided by the ~~compliance officer~~ Code Enforcement Officer where the board deems such extension is warranted.
- (c) If a person fails or refuses to discharge the duties imposed by section 10-25, the county may concurrently serve an administrative notice to abate a public nuisance upon the owner or occupant and demand that compliance must be achieved within the time specified in the notice. The county shall determine the individual, firm or corporation or lien holder who, from the records in the unincorporated county tax assessor's office, appears to be the titled owner or lien holder of the property and cause a written notice of public nuisance to be served on such individual, firm or corporation or lien holder by:
- (1) Personal service as attested to by affidavit of service; or by
  - (2) Copy mailed to such owner or lien holder at such place or address by United States certified mail return receipt requested; or
- (d) If the whereabouts of the responsible persons are unknown and cannot be ascertained in the exercise of reasonable diligence, the serving of the compliance order may be made by publishing it once each week for two consecutive weeks in a newspaper of general circulation in the county and notice shall be posted on the property and allowed to remain for up to 30 days and shall indicate the nature of the violation, identification of the property affected, with date of posting, and contact information, which shall serve as notice to the public.

**Sec. 10-26. Voluntary correction.**

- (a) *Applicability.* This section applies when the designated ~~compliance official (hereinafter compliance officer)~~ code enforcement officer determines that a violation of an ordinance or regulation has occurred or is occurring.
- (1) *General.* The ~~compliance officer~~ Code Enforcement Officer shall pursue a reasonable attempt to secure voluntary correction by causing written notice to be given to the person responsible for the violation where possible, or to the owner of record at the public address of record or 9-1-1 address, explaining the violation and the abatement and appeals process.

**Sec. 10-30. ~~Penalties. Reserved.~~**

- (a) ~~Enforcement of this article's provisions may be accomplished upon the institution of criminal process by way of uniform traffic ticket, county ordinance summons or warrant made only by a law enforcement officer or appropriate government official, including compliance or code enforcement officers. Any person who violates any provision of this chapter is guilty of a misdemeanor and, upon conviction, must be fined not more than \$500.00 and/or be imprisoned for not more than 30 days. No fine imposed pursuant to this chapter may be suspended to less than \$250.00. No sentence of imprisonment imposed pursuant to this chapter may be suspended. In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a criminal conviction for a violation of this chapter shall be separate and apart from any~~

inspection costs and cleanup or abatement costs incurred by the county in abating said nuisances; and shall be in addition to all other remedies available to the county under state law and local ordinances.

- ~~(b) Each day that the nuisance continues to exist shall constitute a separate violation.~~
- ~~(c) Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a nuisance, or an administrative decision or assessment by the compliance official, shall be made pursuant to section 10-32.~~

#### **Sec. 10-32. Appeal procedures; hearing.**

- (a) The responsible person, owner or occupant, or the lien holder of the property aggrieved by a finding of public nuisance or other decision or assessment by the ~~compliance official~~ Code Enforcement Officer may appeal the decision by written request stating the reasons therefore, filed with the ~~compliance official~~ Code Enforcement Officer within ten days after service by certified mail or personal service of the notice of public nuisance or other decision or assessment. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted hereunder have been incorrectly interpreted, the provision of this Code does not apply, the requirements of this Code are adequately satisfied by other means, or that the strict application of any requirement of this Code would cause undue hardship.
- (b) *Appeal of finding of nuisance.* The county administrator shall appoint a hearing officer or, upon request of the appellant, a hearing panel to hear the appeal. This appeal stays the public abatement until such time as the matter is heard and decided by the hearing officer or panel unless an emergency abatement as authorized by the county administrator is necessary to preserve public health, safety or welfare. The appeal must be received by the county administrator before the time specified in the notice. The appeal may be faxed or emailed to the county administrator. The written demand shall include a contact number, either phone or facsimile in order for the person to be informed of the hearing location, date and time. It shall not be a defense to the determination that a public nuisance exists that the property is boarded up or otherwise enclosed.
- (c) *Failure to appeal.* Failure to timely appeal constitutes a waiver of the right to appeal the existence of a public nuisance.
- (d) *Appeal of assessment.* Further, in those instances where the nuisance has been abated by the unincorporated county after the required notice of subsection 10-26(b), the owner or occupant of the property who has been served with a notice of assessment pursuant to section 10-29 of this article may make a written demand to the county administrator for a hearing to review the cost of the abatement. This appeal stays the attachment of the lien until such time as the matter is heard and decided by the hearing officer or hearing panel. The appeal of the assessment must be received by the county administrator within five business days of the appellant's receipt of the notice of assessment. The written demand shall include a contact number, either phone or facsimile in order for the person to be informed of the hearing location, date and time. In an appeal of the assessment of costs, no testimony shall be permitted on the issue of the existence of the public nuisance.
- (e) *Failure to appeal assessment.* Failure to timely appeal constitutes a waiver of the right to appeal the assessment of costs.
- (f) *Notice of the hearing.* By way of the contact numbers provided in the written demand, the county administrator shall orally advise the owner of the location, date and time of the hearing. Notice of the hearing must be provided at least two business days prior to the hearing, excluding county recognized holidays and weekends.
- (g) *Time and manner of hearing.* The hearings as allowed under this section shall be held as soon as practical but in any event no later than five business days after receipt of the appeal, excluding county recognized holidays and weekends. The hearing shall not be conducted under the strict rules of evidence. The hearing shall be informally conducted by the hearing officer or panel. If a panel has been appointed, the panel shall elect one of its members to act as chairperson. The ~~compliance official~~ Code Enforcement Officer shall present the facts and circumstances that resulted in a conclusion that a nuisance existed. The owner, occupant or lien holder, or their agents, representatives or attorneys shall be given the opportunity to present evidence to the hearing officer in the course of the hearing. Neither party shall have the right of cross-examination, but the hearing officer or panel may make inquiries of the witnesses and representatives, or allow cross examination if they so desire in their sole discretion. The proceedings shall be recorded and transcribed at the expense of the party so requesting. When the nuisance has been abated by the county and the person has appealed the assessment of the administrative fee and actual costs, the hearing officer or panel shall have

discretion to waive the administrative fee or the public cost of abating a nuisance, in whole or in part, if, in the course of the hearing and reviewing the decision, the hearing officer or panel finds that justice and equity require such waiver or that any of the following did not conform to the provisions of this article:

- (1) The notice to remove the nuisance;
  - (2) The work performed in abating the nuisance;
  - (3) The computation of charges.
- (h) The hearing officer, or if there is a hearing panel by majority vote of members present, shall render a decision based on findings of fact and application of the standards herein. The decision of the hearing officer or panel is the final decision of the county, and shall be delivered orally to the appellant on the date of the hearing, and then, if requested, written and mailed to the address provided. The hearing officer or panel shall affirm, modify, or reverse the decision of the ~~compliance officer~~ Code Enforcement Officer, or grant a one-time extension of no more than 180 days additional to the time period already provided by the ~~compliance officer~~ Code Enforcement Officer for abatement.
- (i) *Administration.* The planning and building services director shall cause the ~~compliance officer~~ Code Enforcement Officer to take immediate action in accordance with the decision of the board.
- (j) *Court review.* Any person, whether or not a previous party of the appeal, shall have the right to appeal to the circuit court, provided such person has standing under the general rules regarding standing determinations in judicial review proceedings. The factual findings of the hearing officer or appeals panel shall be deemed findings of fact subject to the same judicial deference given findings of facts by the zoning board of appeals, and the review shall be a record review, not a review *de novo*.
- (k) *Stays of enforcement.* Appeals of notice and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the hearing officer or panel.

### ***ARTICLE III. LITTERING***

#### **Sec. 10-52. Enforcement- Evidence of Littering.**

- (a) ~~All animal and environmental control officers, litter control officers, codes enforcement officers, the director of the county public works department, and all certified officers of the sheriff's office are empowered to enforce the provisions of this article.~~
- (b) ~~The named enforcement officers are empowered to issue citations to persons violating any provision of this article.~~
- (c) ~~All of the named enforcement officers may serve and execute all warrants, citations, and other process issued by the courts in enforcing the provisions of this chapter. In addition, the mailing by registered mail of such process to his/her last place of residence shall be deemed as personal service upon the person charged.~~
- (d) ~~Evidence shall be p~~Prima facie evidence if:
- (1) ~~If~~ the throwing, dumping, or depositing of litter was done from a motor vehicle or boat, except a motor bus, it shall be prima facie evidence that the throwing, dumping, or depositing was done by the driver of the motor vehicle or boat; nonetheless, the owner of the vehicle or boat remains liable pursuant to section 10-51(b)(3) above, but only one fine may be assessed for each instance of littering.
  - (2) ~~If~~ litter discarded can be identified with a person's name, it shall be prima facie evidence that the throwing, dumping, or depositing was done by the person whose name appears on the litter.

#### **Sec. 10-53. Penalties. Reserved.**

- (a) ~~Any person who violates any provision of this article is guilty of a misdemeanor and, upon conviction, must be fined not more than \$500.00 and/or be imprisoned for a period of not less than two days nor more than 30 days. No fine imposed pursuant to this section may be suspended to less than \$200.00. No sentence of imprisonment imposed pursuant to this section may be suspended.~~
- (b) ~~In addition to the fine or term of imprisonment, the court may also impose eight hours of litter gathering labor for a first conviction, 16 hours of litter gathering labor for a second conviction, and 24 hours of litter gathering labor for a~~

third or subsequent conviction, all under the supervision of the court; or such other term of litter gathering labor or public service as the court deems appropriate.

- (e) ~~In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a conviction for a violation of this chapter shall be separate and apart from any cleanup or abatement costs incurred by the county in abating said littering; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~

#### **Sec. 10-54. Administrative Determination Appeals.**

~~Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a nuisance, or an administrative decision or assessment by the compliance official Code Enforcement Officer or director of planning and building services, shall be made pursuant to section 10-332.~~

### ***ARTICLE IV. NOISE***

#### **Sec. 10-62. Citation of violators.**

The county sheriff's office, in cooperation with county government, shall enforce the provisions of this article. After receiving a complaint and upon a finding by an officer of a violation, any offender shall have an opportunity to immediately abate the offending noise without penalty. However, if the violation continues or reoccurs at any time, the offender shall be guilty of a misdemeanor and shall be punished to the extent provided for in this article. The violation of this Article is hereby declared to be a misdemeanor, and upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Every 24 hours that the violation continues to exist shall constitute a separate violation.

#### **Sec. 10-64. Penalties. Reserved.**

- (a) ~~Any person who violates any provision of this chapter is guilty of a misdemeanor and, upon conviction, must be fined not more than \$500.00 and/or be imprisoned for not more than 30 days. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued. No fine imposed pursuant to this chapter may be suspended to less than \$100.00. In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a criminal conviction for a violation of this chapter shall be separate and apart from any inspection costs or abatement costs incurred by the county in abating said nuisances; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~

#### **Sec. 10-65. Appeals.**

Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a ~~nuisance~~ noise, or an administrative decision or assessment by the ~~compliance official~~ County Sheriff's Office, shall be made pursuant to section 10-332.

### ***ARTICLE V. JUNKYARDS/VEHICLE GRAVEYARDS***

#### **Sec. 10-74 ~~Administration and enforcement.~~**

- (a) ~~The county planning and building services and public works departments shall be charged with the enforcement of this article.~~
- (b) The responsible person, owner or operator of a place of business, or the owner or occupant of a non-business property, who commits or permits acts in violation of the provisions of this article shall be sent a written notice by certified mail to bring the activity or property into compliance with the provisions of this article within 90 days of the receipt of such notice. Failure to comply within the specified time limit shall be deemed to be an offense against such chapter, and if such operation or condition shall continue or be permitted to exist subsequent to the expiration of the time limit

specified within the notification, each day thereafter shall constitute a separate offense, without necessity of an additional written notice to bring the property into compliance being mailed.

#### Sec. 10-75. Penalties.

- ~~(a) Every violation of any provision of this article shall subject the offender to a fine of not more than \$500.00 and/or imprisonment for not more than 30 days. Each such offender shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued. No fine imposed pursuant to this chapter may be suspended to less than \$250.00.~~
- (b) In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Should the county elect to have the site cleared and bill to property owner for the work, and the owner/operator fail to pay for the clean-up, the county may elect to file a mechanics' lien on the property for the amount owed. In addition, the county may, at any time subsequent to written notice of a violation, elect to utilize the additional enforcement actions provided in section 10-25.
- ~~(c) Any punishment including fines imposed pursuant to a criminal conviction for a violation of this article shall be separate and apart from any inspection costs or abatement costs incurred by the county in abating said nuisances; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~
- ~~(d) An individual violating the provisions of this chapter regarding junked appliances, trash, or vehicles on his non-business property, or dumping same on rights of way or others property shall likewise be deemed guilty of a misdemeanor having a fine not to exceed \$500.00 and/or imprisonment for 30 days, each day the violation continues may be deemed a separate offense, and may likewise be subject to a proceeding by the county to compel compliance with the provisions of this article under section 10-25.~~

#### Sec. 10-76. Appeals.

Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a nuisance, or an administrative decision or assessment by the ~~compliance official~~ Code Enforcement Officer, shall be made pursuant to section 10-32.

### Chapter 18 OFFENSES AND MISCELLANEOUS PROVISIONS

#### ARTICLE I. IN GENERAL

Sec. 18-1. ~~Ordinance summons for enforcement of county ordinances.~~ Enforcement, Administrative Citation, Penalties and Remedies. Unless otherwise provided herein, violations of any provision of this Chapter are subject to the remedies and penalties provided for in this Section.

- ~~(a) There shall be made available to the code enforcement officers and sheriff's department of the county an ordinance summons which complies with the requirements of S.C. Code 1976, § 56-7-80. The form shall be substantially the same as the form which is attached to the ordinance from which this section is derived as attachment A, which is incorporated as part of this section by reference. For purposes of this section, any employee of the department of public works is a code enforcement officer for the purposes of any littering, dumping or animal control ordinance.~~
- ~~(b) The finance department shall be responsible for having the summons books printed, issuing blank summons books, and keeping a record of the summons forms assigned to an individual.~~
- ~~(c) Any officer issuing an ordinance summons shall be responsible for forwarding the copy of the summons labeled "Court Copy" to the appropriate judicial office within one business day of issuing the summons. It shall also be the issuing officer's responsibility to keep the copy of the summons labeled "Officer Copy" until the appointed hearing time. After all action concerning the summons has been concluded, the issuing officer shall turn the "Officer Copy" of the summons in to the finance department within one business day. Failure to comply will not affect the validity of any charge or conviction.~~
- ~~(d) The finance department shall be responsible for keeping the summons forms which have been turned in by law enforcement officers in a manner which will allow for an annual audit of the summons forms.~~

- (a) Enforcement. Unless otherwise provided her herein, Code Enforcement Officers and the Sheriff's Office have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and unform summons for criminal violations to persons violating any provision of this Chapter.
- (b) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).
- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
  - ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.
- (c) Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter, and pursuant to the authority provided by S.C. Code 1976 §22-3-550 as amended, is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

**Sec. 18-2. Use of public boat landings.**

- (a) Restrictions. All public boat landings in the county shall not be used for camping, parking camper trailers, or the erection of tents, except at those landings where camping or parking is specifically authorized and signs to that effect are posted.
- (b) ~~Penalty. Any person violating the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction shall be punished in accordance with section 1-8.~~

**Sec. 18-4. Tampering with certain signs and traffic control devices.**

- (d) ~~Violations and penalties. Any person who shall violate the provisions of this section shall be guilty of a misdemeanor and shall be punished to the maximum jurisdictional limit of the magistrate's court.~~ Persons shall be deemed guilty of a separate offense, as provided for in Section 18-1 of this Chapter, for each sign which has been tampered with as described in this Section.

**ARTICLE II. ELECTRONIC COMMUNICATIONS   RESERVED.**  
**DIVISION 1. ELECTRONIC COMMUNICATIONS WHILE DRIVING A MOTOR VEHICLE.**

**~~Sec. 18-26. Electronic communications while operating a motor vehicle.~~**

~~(a) Definitions:-~~

~~Electronic communications device means an electronic device used for the purpose of composing, reading, or sending an electronic message, but does not include a global positioning system or navigation system or a device that is physically or electronically integrated into the motor vehicle.~~

~~Electronic message means a self contained piece of digital communication that is designed or intended to be transmitted between physical devices. "Electronic message" includes, but is not limited to, electronic mail, a text message, an instant message, or a command or request to access an internet site.~~

~~(b) Prohibited while driving. It shall be unlawful for a person to use an electronic communication device to compose, read, or send an electronic message while operating a motor vehicle on the streets and roads within the county; provided however, a violation described in this section shall not be a basis for a custodian arrest or a seizure of the electronic communications device in question.~~

~~(c) Exceptions. This section shall not apply to a person operating a motor vehicle while:-~~

- ~~(1) —Off the traveled portion of a roadway;-~~

~~(2) Using an electronic communication device in a hands free, voice activated, or voice operated mode that allows the driver to review, prepare and transmit an electronic message without the use of either hand except to activate, deactivate, or initiate a feature or function;~~

~~(3) Summoning medical or other emergency assistance; or~~

~~(4) Using a citizens band radio, commercial two way radio communication device, in vehicle security, or amateur or ham radio device.~~

~~(d) Exemptions. The provisions contained within this section shall not apply to public safety personnel employed by a federal, state, county or municipal organization who are utilizing an electronic communication device during the course and scope of their official duties.~~

~~(e) Penalty. A person who violates this section is guilty of misdemeanor distracted driving and, upon conviction, shall be fined \$100.00 for a first offense, \$200.00 for a second offense, and \$300.00 for a third or subsequent offense. This fine is subject to all applicable court costs, assessments, and surcharges.~~

### **ARTICLE III. ENHANCED 911 EMERGENCY TELEPHONE SYSTEM**

#### **Sec. 18-55. Penalties. Violations.**

~~Any person who shall violate any provision of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction of such offense, may be fined not more than \$500.00 or imprisoned for not more than 30 days, and in addition, shall pay all costs and expenses involved in the case. Every 24 hours. Each and every day or portion thereof during which any violation continues shall be considered a separate offense.~~

### **ARTICLE IV. HAZARDOUS MATERIALS ORDINANCE**

#### **Sec. 18-75. Official's right of entry.**

- (a) The appropriate official designated by the county administrator or his authorized representative may at all reasonable times request access to any building whether completed or under construction, or to any property for the purpose of making an inspection or investigation to enforce any of the provisions of this article and, if denied, and a belief exists as to probable cause that hazardous materials are present, then such official shall obtain a search warrant to allow inspection of the premises.
- (b) If an emergency appears to exist, the county may petition for a court order enjoining the owner or occupant of the premises for conduction business or storing product in question.
- (c) No person, owner, or occupant of any building or premise shall fail, after proper credentials are displayed, to permit entry into any building or onto any property by the appropriate official designated by the county administrator, or a duly authorized agent, for the purpose of inspections pursuant to this article. ~~Any person violating this section shall be guilty of a misdemeanor and, upon conviction, sentenced to a \$500.00 fine or 30 days in jail for each offense. Failure to comply with this Section shall be deemed a violation.~~

#### **Sec. 18-80. Enforcement and Administration.**

- (a) The Jasper County Emergency Management Department will be responsible for administration of this ~~ordinance~~ Article and maintaining registration.

#### **Sec. 18-82. Notices and orders.**

Whenever the fire marshal or a duly authorized agent designated by the county administrator finds in any building or upon any premises dangerous or hazardous conditions or materials, there shall be issued such notice or orders to remove or remedy the conditions as may be necessary for the protection of life and property from fire and smoke or explosion.

#### **Sec. 18-83. Violations and penalties.**

- (a) Any person operating or maintaining any occupancy, premises or vehicle subject to this article, who fails to rectify any existing violation of this article on premises under ~~his~~ their control, or who fails to take immediate action to abate a

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violation of this article when ordered or notified to do so by the appropriate official designated by the county administrator or his duly authorized representative, shall be guilty of a separate violation for each existing issue related to the premises or vehicle, misdemeanor, and sentenced to a \$500.00 fine or 30 days in jail for each offense.

(b) Any person failing to register material(s), ~~or pay registration fee(s) or renewal fee(s)~~ covered by this article is in violation of the article and each shall be considered a separate violation. ~~is subject to the penalties and fees as previously outlined in section 18-81(a).~~

#### **ARTICLE V. PROTECTION OF HISTORICAL AND ARCHAEOLOGICAL SITES**

##### **Sec. 18-104. Penalty Violations.**

- (a) It shall be unlawful for any person to damage or cause to be damaged any area, structure, or artifact on a documented significant archaeological/historical site located within the county limits, without prior written permission from the county administrator or an appointed designee. Each such act of damage or disturbance shall constitute a separate offense. Documented sites are listed in section 18-103.
- (b) It shall be unlawful for any person to knowingly damage or remove from the ground any artifact located on any archaeological or historical site as defined above herein. The damaging or removal of each such article shall constitute a separate offense.
- (c) ~~Each violation of this section shall be punishable by a fine of not less than \$200.00 or incarceration of up to 30 days. Any artifact recovered pursuant to a violation of this section shall upon conviction be held by the sheriff pending determination of proper disposition. This violation and penalty shall be in addition to any violation or penalty for trespass, larceny, or damage to real or personal property.~~

#### **Chapter 25 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**

##### **ARTICLE II. 2018 OMNIBUS ROAD ORDINANCE FOR THE NAMING OF ROADS, THE MAINTENANCE OF EXISTING ROADS, THE ACCEPTANCE OF ROADS AND THE STANDARDS FOR ROAD CONSTRUCTION**

#### ***DIVISION 5. ENCROACHMENT PERMITS***

##### **Sec. 25-93. Violations.**

Anyone who encroaches on the right-of-way of a county maintained highway, street or road without securing an encroachment permit or who fails to adequately restore the road and right-of-way after an encroachment shall be deemed a violation of this Chapter, guilty of a misdemeanor, and shall be subject to the general penalty provisions of this code (See section 25-101). ~~Each day~~ Every 24 hours that the unauthorized encroachment exists, or that the inadequacy exists following notification, shall be considered a separate offense.

#### **ARTICLE III. NAMING AND ADDRESSING OF ROADS**

##### **Sec. 25-134. Enforcement Violation.**

Owners or occupants of buildings which are not in compliance with the provisions of this article shall be notified and required to meet the requirements herein within 60 days from the date of notification. A warning notice will be issued after the 60 days if the requirements have not been met. The owner or occupant shall be in violation of this Article if there is a failure to who does not voluntarily comply with this article within 30 days after delivery ~~of~~ <sup>to</sup> a warning notice by registered or certified mail ~~shall be subject to criminal prosecution. Any person found violating a provision of this article shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$500.00 or 30 days imprisonment or both; and if such violation continues, each day's violation shall be a separate offense. Violation of this article may also be enforced by seeking a civil court order to compel compliance of civil remedies against the violator.~~

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## Chapter 1 GENERAL PROVISIONS

### Sec. 1-2. Definitions and rules of construction.

In the construction of this Code and of all ordinances and resolutions of the county, the following definitions and rules of construction shall be observed unless inconsistent with the manifest intent of the council or the text clearly requires otherwise:

*Generally.* All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the county council may be fully carried out. Terms used in this Code, unless otherwise specifically provided, shall have the meanings prescribed by the statutes of the state for the same terms.

In the interpretation and application of any provisions of this Code, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of this Code imposes greater restrictions upon the subject matter than other more general provisions imposed by the Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

In the construction of this Code and of all ordinances and resolutions of the county, all things and places therein referred to shall, unless a contrary intention appears, be construed to mean things and places situated in the county or employed by or appertaining to the county.

*Administrative Citation.* A formal written legal notice issued in response to a violation of the Jasper County Code and as further defined and described in Section 1-8 of the Jasper County Code.

*Administrator.* The term "administrator" or "county administrator" means the county administrator of Jasper County, South Carolina.

*And; or.* The word "and" may be read as "or" and the word "or" may be read as "and" where the sense requires it.

*Bond.* When a bond is required, an undertaking in writing shall be sufficient.

*Clerk.* The term "clerk" means the clerk of the county council.

*Code.* Reference to "this Code" or "the Code" means the Jasper County Code as designated in section 1-1.

*Code Enforcement Officer ("CEO")* means a law enforcement officer, or an appointed and commissioned official entrusted with administering or enforcing the Jasper County Code pursuant to appointments made by County Council under the authority of § 4-9-145 of the Code of Laws of South Carolina.

*Computation of time.* The time within which an act is to be done shall be computed by excluding the first day and including the last day, and if the last day is a Sunday or a legal holiday that day shall be excluded.

*Council; county council.* The term "council" or "county council" means the county council for Jasper County, South Carolina.

*County.* The term "county" means the County of Jasper in the State of South Carolina.

*County limits.* The term "county limits" means the legal boundaries of Jasper County.

*Delegation of authority.* Whenever a provision appears requiring the head of a department or some other county officer or employee to do some act or perform some duty, it is to be construed to authorize the head of the department or other officer to designate, delegate and authorize subordinates to perform the required act or perform the duty, unless the terms of the provision or section specify otherwise.

*Floodplain Manager* means the individual appointed by the County Administrator to be responsible for administering and enforcing the County Floodplain Ordinance, Chapter 6 Article IV of the Code.

*Gender.* Words importing the masculine gender shall include the feminine and neuter.

*Joint authority.* All words giving a joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

*Keeper; proprietor.* The terms "keeper" and "proprietor" mean and include persons, firms, associations, corporations, clubs and copartnerships, whether acting by themselves or through a servant, agent or employee.

*Month.* The term "month" means a calendar month.

*Nontechnical and technical words.* Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

*Number.* Words used in the singular shall include the plural and words used in the plural shall include the singular number.

*Oath; swear; sworn.* The term "oath" shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."

*Officer; official.* Whenever reference is made to any officer or official the reference will be taken to be ~~to~~ such officer or official of Jasper County who the County Administrator has provided the authority to in order to administer the Jasper County Code and ensure compliance.

*Owner.* The term "owner," applied to a building or land, includes any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety, of the whole or a part of such building or land.

*Person.* The term "person" includes a corporation, firm, partnership, association or organization, and any other group acting as a unit, as well as an individual.

*Personal property.* The term "personal property" includes every species of property except real property.

*Preceding; following.* The terms "preceding" and "following" mean next before and next after, respectively.

*Property.* The term "property" includes real and personal property.

*Real property; real estate.* The terms "real property" and "real estate" include lands, tenements and hereditaments.

*Roadway.* The term "roadway" means that portion of a street improved, designed or ordinarily used for vehicular travel.

*Shall; may.* The word "shall" is mandatory; the word "may" is permissive.

*Sidewalk.* The term "sidewalk" means any portion of a street or road between the curbline, or the lateral lines of the roadway where there is no curb, and the adjacent property line, intended for the use of pedestrians.

*Signature; subscription.* The terms "signature" and "subscription" include a mark when the person cannot write, when such mark is witnessed by a longhand signature.

*State.* The term "state" means the State of South Carolina.

*Street; road.* The terms "street" and "road" include avenues, boulevards, highways, alleys, lanes, viaducts, bridges and the approaches thereto and all other public thoroughfares in the county, and shall mean the entire width thereof between opposed abutting property lines; such terms shall be construed to include a sidewalk or footpath, unless the contrary is expressed or unless such construction would be inconsistent with the manifest intent of the county council.

*Tenant; occupant.* The term "tenant" or "occupant," applied to a building or land, shall include any person who occupies the whole or a part of such building or land, whether alone or with others.

*Tense.* Words used in the past or present tense include the future as well as the past and present.

*Week.* The term "week" means seven days.

*Written; in writing.* The term "written" or "in writing" includes printing and any other mode of representing words and letters.

*Year.* The term "year" means a calendar year.

## **Sec. 1-8. Administrative Citations; General Penalty; continuing violations.**

### **(a) Administrative Citation.**

- i. General Application. Whenever in the Code or in any Ordinance an act is prohibited or is declared to be unlawful or an offense, or whenever the doing of any act is required or the failure to do any act is declared to be unlawful, and the Code specifically provides the authority for the issuance of an Administrative Citation,

then the Official or Code Enforcement Officer may at their discretion issue an Administrative Citation pursuant to this Section.

ii. *Violations.* When the Official or Code Enforcement Officer finds that a Person has violated, or continues to violate, a provision of the Code subject to Administrative Citations, then the Official or Code Enforcement Officer has the authority to issue an Administrative Citation at their discretion. Issuance of an Administrative Citation shall not be a bar against, or a prerequisite for, taking any other action against the Person found to be in violation of the Code.

iii. *Warning of Violation.* When the Official or Code Enforcement Officer determines that a violation of the Code has occurred, they may issue at their discretion a warning of an Administrative Citation to the person responsible for the violation or upon the real or personal property related to the violation. A warning notice of violation is not a prerequisite to the issuance of a first administrative citation or any other penalty. The warning shall identify the Code or Ordinance section violated, a description of the violation and how it can be corrected. The warning shall specify a time and date by which the violation shall be corrected.

iv. *Administrative Citations.*

A. *Content of Administrative Citation.* The Administrative Citation must be issued on a form approved by the Official and shall contain the following information:

1. Date, location and approximate time of violation; and,
2. The Code Section violated and a brief description of the violation; and,
3. The amount of the penalty; and,
4. Instructions for payment of the penalty, the time period or specific date by which it shall be paid and consequences for a failure to pay the penalty within the specified time period; and,
5. Instructions on how to protest the Administrative Citation; and,
6. The name or a numerical identifier of the Official or Code Enforcement Officer who is administering the Administrative Citation.

B. *Service of Administrative Citation.* The Administrative Citation shall be deemed served upon the Person in violation if one (1) of the following have been fulfilled:

1. If the Person is present at the time of the violation then the Official or Code Enforcement Officer shall attempt to obtain their signature on and provide a copy of the Administrative Citation to the Person; or,
2. If the Person is not present, is otherwise unavailable at the time of the violation, or refuses to personally accept a copy of the Administrative Citation, then the Official or Code Enforcement Officer shall post a copy of the citation either: (1) in a conspicuous location on the real or personal property where the violation occurred; or (2) deliver a copy of the Administrative Citation to the County's last known address for the Person if said address is within the jurisdictional of the County; or,
3. If the Person has authorized delivery of written notices by electronic mail under the Chapter associated with the violation stated on the Administrative Citation, then the Citation may be delivered by electronic mail to the address on file with the County.

C. *Administrative Citation Penalties.*

1. Amount of Fee. Any person in violation of the Code and subject to an Administrative Citation shall be subject to the Administrative Fees in addition to any penalties or fees provided for in the Code. The Administrative Fees are established as follows:
  - a. One Hundred (\$100) Dollars for the first infraction;
  - b. Two Hundred Fifty (\$250) Dollars for a second infraction within one (1) year of the first infraction; and,
  - c. Five Hundred (\$500) Dollars for a third infraction within one (1) year of the second infraction

The above fees may be assessed on a per violation basis. If the violation is not corrected within twenty-four (24) hours of receiving the first Administrative Citation, then additional Administrative Citations may be issued every twenty-four (24) hours until corrected unless pursuant to Subsection 2 below a specific time period to remedy the violation has been established.

2. Time Period to Remedy Violation. The Code Enforcement Officer, or other Official authorized in the Code to issue Administrative Citations, may authorize a specific time period, not to exceed thirty (30) days, for the Person in violation of the Code to remedy the violation without receiving any additional penalties.

- D. Administrative Protest. A Person desiring to dispute an Administrative Citation must file a written protest within fifteen (15) calendar days to the Official as described on the Citation, for the Official to reconsider issuance of the Administrative Citation. The written protest must request the reasons for the protest and contain any additional documents or other evidence the protestor desires to be considered by the Official. The reasons for protest shall be based on a claim that (1) the true intent of the Code or the rules legally adopted hereunder have been incorrectly interpreted; (2) the provision of the Code referenced does not apply; (3) the requirements of the Code are adequately satisfied by other means; or (4) that the strict application of any requirement of this Code would cause undue hardship. The written request shall also include any and all contact information for the protestor.

The filing of a written protest shall stay the requirement to pay any fee associated with the violation until a final decision is made and the protestor receives a written determination from the County.

Failure to file a notice of protest in writing within the established time period shall constitute a waiver of the right to protest the Administrative Citation. Upon receipt of a written protest, the Official may: (1) dismiss the Administrative Citation at their discretion; or (2) convene a hearing on the matter pursuant to the procedures established in this Section.

1. Notice of Protest Hearing. By way of the contact information provided on the written protest, the County Administrator, or their designee, shall either orally or in writing advise the protestor of the location, date and time of the hearing. Notice of the hearing must be provided at least two (2) business days prior to the hearing, excluding County recognized holidays and weekends.
2. Protest Hearing Officer. If a hearing is required, the County Administrator shall appoint a hearing officer. The hearing officer shall not be the individual who issued the Administrative Citation or their immediate supervisor. The hearing officer shall either (1) dismiss the Administrative Citation and provide a written justification for dismissal and provide a copy to the County and the protestor; (2) request additional documents or information from the Official

or Code Enforcement Officer and may continue the hearing in order to review said documents or information; or (3) uphold the Administrative Citation at issue.

3. *Protest Hearing Procedure.* The protest hearing established in this Section shall be held as soon as practical but in any event no later than ten (10) business days after the County receives the written protest. The hearing shall be informally conducted by the appointed hearing officer. The Code Enforcement Officer, or other Official, who issued the Administrative Citation shall present the facts and circumstances that resulted in a conclusion that a violation existed. The protestor shall be given the opportunity to present evidence to the hearing officer in the course of the hearing. Neither party shall have the right of cross-examination, but the hearing officer may make inquiries of the witnesses and representatives, or allow cross examination if they so desire in their sole discretion. The protest hearing shall be recorded and transcribed at the expense of the requesting party. If the violation has been cured at the time of the protest hearing, the hearing officer shall have discretion to waive the administrative fee.
4. *Failure to Appear.* The failure of a Person to appear at the Administrative Protest hearing shall constitute a forfeiture of the protest and the Administrative Citation shall be fully enforceable.
5. *Final Decision.* The hearing officer shall provide the Official, or Code Enforcement Officer, and the Person who submitted the protest a written final determination which shall include a written decision and justification for the determination. The written decision shall be the final decision of the County on a protest of an Administrative Citation and the associated Administrative fee.

- v. In addition to an Administrative Citation, violations of the Code remain subject to all other penalties and remedies permitted under the Code or other applicable law. The Administrative Citation authorized by this Section shall be in addition to any other remedies available at law or in equity for a violation of the Code, and is not a required prerequisite for any other enforcement action authorized by the Code.

(b) *General Penalty.* Whenever in the Code, or in any ordinance or resolution of the County, any act is prohibited, declared to be unlawful, an offense, or misdemeanor; or the failure to do any act is declared to be unlawful, an offense, or a misdemeanor; and either this Section is directly referenced or no specific penalty is provided for the violation thereof, then the said violation of the Code, or any such ordinance or resolution, shall be subject to being found guilty of a misdemeanor and subject to a fine not exceeding Five Hundred (\$500) Dollars or imprisonment not exceeding thirty (30) days, or both. ~~Whenever in this Code, or in any ordinance or resolution of the county, any act is prohibited or is declared to be unlawful or an offense or misdemeanor, or the doing of any act is required, or the failure to do any act is declared to be unlawful or an offense or a misdemeanor, and no specific penalty is provided for the violation thereof, the violation of any such provision of this Code, or any such ordinance or resolution, shall be subject to a fine not exceeding \$500.00 or imprisonment not exceeding 30 days.~~

- i. *Separate Offense.* ~~Each day a~~Any violation of this Code or any such ordinance, resolution, rule, regulation or order ~~shall that continues~~ for a period of 24 hours shall constitute, except where otherwise provided, a separate offense.
- ii. *Summons for Enforcement.* There shall be made available to the Code Enforcement Officer and Sheriff's Department official of the county an ordinance summons which complies with the requirements of S.C. Code 1976, § 56-7-80. The form shall comply with the requirements of S.C. Code Ann. Section 56-7-80 (1976).
  - A. The Code Enforcement Officer and Sheriff's Department official shall be responsible for having the summons books printed, issuing blank summons books, and keeping a record of the summons forms assigned to an individual.

- B. Any Code Enforcement Officer or Sheriff's Department official issuing an ordinance summons shall be responsible for forwarding the copy of the summons labeled "Court Copy" to the appropriate judicial office within one business day of issuing the summons. It shall also be the issuing officer's responsibility to keep the copy of the summons labeled "Officer Copy" until the appointed hearing time. After all action concerning the summons has been concluded, the issuing officer shall turn the "Officer Copy" of the summons into the applicable Code Enforcement Department Director or the appropriate Sheriff's Department official within one business day. Failure to comply will not affect the validity of any charge or conviction.
- C. The Code Enforcement Department and Sheriff's Office shall be responsible for keeping the summons forms which have been turned in by code enforcement and law enforcement officers in a manner which will allow for an annual audit of the summons forms.

(c) Remedies Not Exclusive. The remedies provided within this Chapter for violations of the Code are not exclusive and shall not prohibit pursuit of any other remedies available in law or equity.

(d) Severability. Should any section, clause or provision of these regulations be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of these regulations as a whole or any part thereof other than the part declared to be unconstitutional or invalid; each section, clause or provision hereof being declared severed.

### **Chapter 3 ANIMALS**

#### **Sec. 3-1. Animal ordinance; penalties.**

(a) The county hereby adopts as ordinances of the county the provisions of chapters one through seven of Title 47 of the S.C. Code of Laws of 1976, as amended.

(b) Enforcement. The county sheriffs department shall have the authority to enforce these ordinance in its entirety, and Code Enforcement Officers may issue the Administrative Citations as provided for in this Chapter. Tickets or warrants issued by the sheriffs department under the authority of this section shall cite this section, together with title, chapter and section number of the State Code violation which the sheriffs department agent contends has been violated. Nothing contained in this section shall be construed to require the county to assume any responsibility allocated to the state or any of its subdivisions by Title 47, nor is this section intended to supplant state enforcement of any provision in Title 47. This section shall be construed as concurrent with existing state law and state law enforcement.

(c) Administrative Citations, Penalties and Remedies.

- i. Administrative Citation. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation and the fines as established in Code Section 1-8(a).
- ii. Penalties. Any violation of this Chapter is subject to Code Section 1-8(b) but shall not exceed the lesser of the penalty provisions of the incorporated state law offense, or the enforcement authority of the county magistrate. Funds received by the county for violations of the Jasper County Animal Ordinance shall be deposited to the general funds of the county, except for any portion required by state law to be allocated to the state, or any subdivision thereof.
- iii. Remedies. In addition to any of the fees or penalties provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business. Specifically, any business establishment found to be in violation of this Chapter shall be subject to having its business license registration suspended or revoked in accordance with the Business License Ordinance established in Chapter 8 of the Code.

### **Chapter 4 ALCOHOLIC BEVERAGES**

**Sec. 4-3. Enforcement, Administrative Citation, Penalties/warning, and Remedies.** Unless otherwise provided herein, violations of any provision of this Chapter are subject to the penalties provided for in this Section.

(a) *Enforcement.* Unless otherwise provided herein, Code Enforcement Officers, and Jasper County Sheriff's Office have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.

(b) *Administrative Citations.* Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. *Administrative Fines.* Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. *In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.*

(c) *Penalty.* The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. ~~Violations of the provisions of this chapter 4 shall subject the offender to the penalties as provided in section 1-8 of the Jasper County Code of Ordinances.~~ Persons in control of the establishment, whether owners, controlling officers, lessees, managers, or employees shall be liable for violation of this chapter, and individually subject to the penalty provisions of section 1-8(b). ~~Each such person, firm, corporation or agent shall be deemed guilty of a separate offense for each and every day during which any violation of any of the provisions of this chapter is committed or continued.~~

- i. *Patrons and Guests.* Patrons and guests who violate this ~~ordinance~~ Chapter's provisions concerning leaving the premises shall be subject to the penalty provisions of ~~s~~Section 1-8(b); provided, however, should the patron or guest have made arrangements for transportation off the premises and such transportation not yet arrived as of the expiration of the grace period provided in ~~s~~Section 4-2 of this ~~e~~Chapter, such patron or guest shall be given a warning instead of a violation upon providing some proof of the arrangement for transportation.

(d) *Additional Remedies.* The county attorney is authorized to pursue any additional or alternative civil remedies as available and appropriate to ensure timely and ongoing compliance with this chapter, as well as seeking administrative or judicial relief to have such activities to be deemed a public nuisance.

- i. *Business License.* ~~In addition, a~~Any business establishment found to be in violation of this chapter shall be subject to having its business license registration suspended or revoked in accordance with ~~procedures otherwise applicable to such proceedings, including appellate proceedings under the business license ordinance~~ the Business License Ordinance established in Chapter 8 of the Code.

## **Chapter 6 BUILDINGS AND BUILDING REGULATIONS**

### **ARTICLE II. TECHNICAL CODES**

#### **DIVISION I. GENERALLY**

#### **Sec. 6-34. Violations; penalties.**

(a) *Penalty.* The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. ~~The violation of any of the codes or regulations adopted pursuant to the provisions of this article is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-8(b).~~ Each day such violation shall continue shall be deemed a separate offense. In case of any violation of or proposed violation of the codes or regulations adopted pursuant to this article, the codes department director or other appropriate authority of the county, ~~or any adjacent or neighboring property owner who would be damaged by such violation may,~~ in addition to other remedies, apply for injunctive relief, mandamus or other appropriate proceedings to prevent, correct or abate such violation or threatened violation.

(b) Nothing in this article or in the codes adopted in this article shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired or liability incurred, or any cause of action accrued or existing under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired or affected by this article.

#### *DIVISION 4. GATE ACCESS PROGRAM*

##### **Sec. 6-123. ~~Responsibility.~~ Administration and Enforcement.**

The county fire marshal is charged with the overall responsibility for administering, coordinating and implementing the requirements set forth in this division. Unless otherwise provided herein, the County Fire Marshal or a Code Enforcement Officer have the authority to enforce all provisions of this Article. The named enforcement officers in this Section are empowered to issue Administrative Citations and Uniform Summons for criminal violations to persons violation any provision of this Article.

##### **Sec. 6-126. ~~Violation a misdemeanor.~~ Administrative Citation, Penalty, and Remedies.**

Violation of any provision of this division shall be a misdemeanor punishable as provided in section 1-8.

(a) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(b) Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

(c) Additional Remedies. The county attorney is authorized to pursue any additional or alternative civil remedies as available and appropriate to ensure timely and ongoing compliance with this chapter, as well as seeking administrative or judicial relief to have such activities to be deemed a public nuisance.

- i. Business License. Any business establishment found to be in violation of this Article shall be subject to having its business license registration suspended or revoked in accordance with the Business License Ordinance established in Chapter 8 of the Code.

#### ***ARTICLE IV. FLOOD DAMAGE PREVENTION***

##### ***DIVISION 1. GENERAL STANDARDS***

##### **Sec. 6-150. Administrative Citation and Penalties for violation.**

(a) Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor pursuant to Code Section 8-1.

(b) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.



(c) *Penalty.* Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

(d) *Additional Remedies.* The county attorney is authorized to pursue any additional or alternative civil remedies as available and appropriate to ensure timely and ongoing compliance with this chapter, as well as seeking administrative or judicial relief to have such activities to be deemed a public nuisance.

- i. *Business License.* Any business establishment found to be in violation of this Article shall be subject to having its business license registration suspended or revoked in accordance with the Business License Ordinance established in Chapter 8 of the Code.

### *DIVISION 3. ADMINISTRATION*

#### **Sec. 6-174. Administrative procedures.**

(b) *Stop-work orders.* Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this article, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor pursuant to Code Section 8-1.

### *ARTICLE V. PROPERTY MAINTENANCE*

#### **Sec. 6-202. ~~Appointment of DSR-Enforcement~~; fees.**

(a) The development services representative (DSR) identified in the county zoning ordinance § 19:1 and his designees, or Code Enforcement Officer shall enforce this article under the overall control of the county administrator.

(b) *Fees.* The fees for activities and services performed by the DSR in carrying out responsibilities under this article shall be adopted by resolution of council.

#### **Sec. 6-205. Stop work order.**

(a) *Authority.* Whenever the DSR finds any work regulated by this article being performed in a manner contrary to the provisions of this article or in a dangerous or unsafe manner, the DSR is authorized to issue a stop work order.

(b) *Issuance.* A stop work order shall be in writing and shall be given to the owner of the property, to the owner's agent, a party in interest or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

(c) *Emergencies.* Where an emergency exists, the DSR shall not be required to give a written notice prior to stopping the work.

(d) *Failure to comply.* Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~guilty of a misdemeanor and subject to penalty as provide by law.~~ deemed a violation of this Article.

#### **Sec. 6-206. Violations.**

(a) *Unlawful acts.* It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this article.

(b) *Notice of violation.* The DSR shall serve a notice of violation or order in accordance with section 6-207(c).

(c) *Prosecution of violation.* Any person failing to comply with a notice of violation or order served in accordance with section 6-207 shall be deemed guilty or a misdemeanor and the violation shall be deemed a strict liability offense. If

the notice of violation is not complied with, the DSR shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this article or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction of such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

- (d) *Violation penalties.* Any person, who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state laws or the county Code. ~~Each day~~ Every 24 hours that a violation continues after due notice has been served shall be deemed a separate offense. The violation of the provisions of this Article is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.
- (e) *Abatement of violation.* The imposition of the penalties herein prescribed shall not preclude the county attorney from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy or utilization of a dwelling structure or premises, or to stop an illegal act.

## Chapter 8 BUSINESSES

### ARTICLE I. IN GENERAL

**Sec. 8-1. Enforcement of ~~C~~chapter; Administrative Citations; Penalties, Remedies; conflict with other laws.** Unless otherwise provided herein, violations of any provision of this Chapter are subject to the remedies and penalties provided for in this Section.

- (a) *Enforcement.* Unless otherwise provided her herein, the County Administrator or their designee, Code Enforcement Officers, and the License Official or their designee have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and unform summons for criminal violations to persons violating any provision of this Chapter.
- (b) *Administrative Citations.* Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).
- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.
- (c) *Penalty.* The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter, and pursuant to the authority provided by S.C. Code 1976 §22-3-550 as amended, is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Pursuant to S.C. Code 1976, § 22-3-550, as amended, any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and subject to a fine of not more than \$500.00 and/or imprisonment not exceeding 30 days. Each day of the violation shall constitute a separate offense. Additionally, the county may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the court may decide as prescribed by state law for each offense.
- (d) *Additional Remedies.* In addition to all other penalties or remedies established in this Section, the County may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the court may decide as prescribed by state law for each offense. Whenever it shall come to the attention of the County Administrator or their designee, or the County's license coordinator that any provision of these regulations has been or is being violated, the license coordinator may, on behalf of, and in the name of, the county, immediately institute suit and prosecute the same to final judgment. Further, should any business establishment stand in violation of the provisions of this ordinance, either for non payment of the required license fee or in violation of any of the provisions herein for more than 30 days after proper notice as described herein, the license coordinator shall cause

~~the doors to the business to be padlocked until such time as the violation is remedied. Any business establishment found to be in violation of this Chapter shall be subject to having its business license registration suspended or revoked.~~

- (e) In interpreting and applying the provisions of these regulations, the requirements shall be considered as the basic requirements for the provision of business licenses within the jurisdiction of the county. It is not the intent of these regulations to interfere with or abrogate or annul any easements, covenants or other agreements between parties; provided, however, that where these regulations impose a greater restriction upon a business or require other restrictions which may appertain to a business greater than those imposed by the other resolutions, rules or regulations, or by any easements, covenants or agreements, or by any ordinances, the provisions of these regulations shall prevail.

## ***ARTICLE II. LICENSES***

### **Sec. 8-44. Denial of license.**

The license official may deny a license to an applicant when the license official determines:

- (1) The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;
- (2) The activity for which a license is sought is unlawful or constitutes a public nuisance per se or per accidents;
- (3) The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- (4) The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the county or in another jurisdiction;
- (5) The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the county of any tax or fee, including but not limited to, any fee associated with the issuance and receipt of an Administrative Citation;
- (6) A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or
- (7) The license for the business or for a similar business of the licensee in the county or another jurisdiction has been denied, suspended, or revoked in the previous license year.

A decision of the license official shall be subject to appeal ~~as herein provided~~ as described in Section 8.46 Appeals. Denial shall be written with reasons stated.

### **Sec. 8-45. Suspension or revocation of license.**

When the license official determines:

- (1) A license has been mistakenly or improperly issued or issued contrary to law;
- (2) A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this article;
- (3) A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- (4) A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- (5) A licensee has engaged in an unlawful activity or nuisance related to the business; or

- (6) A licensee is delinquent in the payment to the county of any tax or fee, including but not limited to, any fee associated with the issuance and receipt of an Administrative Citation.

The license official may give written notice to the licensee or the person in control of the business within the county by personal service or mail that the license is suspended pending a single hearing before council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this article.

**Sec. 8-49. ~~Violations.~~ Reserved.**

~~Any person violating any provision of this article shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than 30 days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this article.~~

**ARTICLE III. GAMING DEVICES**

**Sec. 8-102. ~~Penalty for violation of article.~~ Reserved.**

~~Any person violating any provisions of this article shall be deemed guilty of an offense and shall be subject, upon conviction, to punishment in accordance with section 1-8. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties and costs provided for in this article.~~

**Chapter 9 CIVIL EMERGENCIES**

**ARTICLE I. IN GENERAL**

**Sec. 9-5. Enforcement of Chapter, Administrative Citations, Penalties and Remedies.** Unless otherwise provided herein, violations of any provision of this Chapter are subject to the penalties and remedies provided for in this Section.

(a) Enforcement. Unless otherwise provided herein, Code Enforcement Officers and the County Fire Chief have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.

- i. Fire Emergency Authority. The County Fire Chief may designate individuals with authority to direct and control traffic at the scene of any fire or emergency in the County and enforce the laws of this State and County relating to the following of fire-apparatus, or rescue or emergency vehicles, the crossing of fire hose, and interfering with firemen, rescue or emergency responders in the discharge of their duties in connection with a fire, rescue or emergency responders in the same manner as provided for the enforcement of such laws by law enforcement officers.

(b) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(c) Penalties. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

(d) Additional Remedies. In addition to all other penalties or remedies established in this Section, the County may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the Court may decide as prescribed by state law for each offense.

i. Business Licenses. Pursuant to the authority provided in Chapter 8 of the Code, whenever it shall come to the attention of the County Administrator or their designee, or the County's license coordinator that any provision of this Chapter has been or is being violated, the license coordinator may, on behalf of, and in the name of, the County, immediately institute suit and prosecute the same to final judgment. ~~Further, should any business establishment stand in violation of the provisions of this Chapter for more than 30 days after proper notice as described in Chapter 8 of the Code, the license coordinator shall cause the doors to the business to be padlocked until such time as the violation is remedied. Any business establishment found to be in violation of this Chapter shall be subject to having its business license registration suspended or revoked.~~

### ***ARTICLE III. COUNTY EMERGENCY SERVICES***

#### **Sec. 9-61. ~~Enforcement.~~ Willful Obstruction.**

It shall be unlawful for any reason to violate any of the provisions of this act or the regulation issued pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the emergency services in the enforcement of the provisions of this act, or any regulation issued thereunder. Any person found in violation of this ~~article.~~ Section shall be guilty of a misdemeanor.

### ***ARTICLE VI. OFFENSES AND MISCELLANEOUS PROVISIONS***

#### ***DIVISION 1. PROHIBITED ACTS; INTERFERENCE WITH FIRE APPARATUS OR SCENE; HAZARDOUS MATERIALS***

#### **Sec. 9-102. Code adopted.**

- (a) The most recently promulgated edition of the Standard Fire Protection Code is hereby adopted for the Jasper County Fire-Rescue District.
- (b) In the event that any matters in said code are contrary to existing ordinances of the county, the ordinances adopting the aforementioned Code and amendments thereto shall prevail. Provisions of said ordinances not inconsistent with the Code remain in full force and effect for Jasper County, South Carolina.
- (c) When reference is made in the Standard Fire Protection Code to the duties of officials named therein, that designated official in Jasper County, South Carolina, is the deputy administrator for emergency services who shall be deemed to be the responsible official insofar as enforcing the provisions of said Code are concerned.
- (d) Violations of ~~said~~ the Standard Fire Protection Code shall be a violation of this article.

#### **Sec. 9-103. ~~Penalty for violation.~~ Reserved.**

~~Any violation of this article shall constitute a misdemeanor and shall be punishable by a fine of not less than \$500.00 or 30 day of confinement.~~

#### ***DIVISION 2. OPEN BURNING; NOTIFICATION; PENALTIES***

#### **Sec. 9-125. Fires shall be prohibited as follows.**

- (a) The county fire chief and or his/her designee, may prohibit open burning during such times as may be necessary depending upon atmospheric conditions, local weather patterns, or other such circumstances as would exist to make open burning hazardous.
- (b) The only materials that may be lawfully burned as permitted in section 9-123 above, are those vegetative materials which shall have originated on the site in which they are proposed to be included in any open burning. All other materials or items are prohibited from being burned on properties located within the unincorporated areas of Jasper County, which materials shall include, but not be limited to; asphalt and asphaltic materials, paint, plastics, metals,

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treated wood, paper, petroleum products, demolition debris, dead animals, construction debris, household chemicals, household garbage, tires, trade waste and cardboard.

**Sec. 9-130. Enforcement and penalties.**

Enforcement of this division shall fall under the jurisdiction of both the Jasper County Fire Marshal's Office, officers of the Jasper County Sheriff's Office and Jasper County Codes Enforcement shall have the authority to exercise full discretion in deciding whether to issue a warning, subpoena or a citation when investigating complaints that arise under this division. ~~Any violation of this division may be punishable by a fine of up to \$500.00, or up to 30 days imprisonment.~~

**CHAPTER 10 NUISANCES, JUNKYARDS, NOISE, AND LITTER**  
**ARTICLE I. IN GENERAL**

**Sec. 10-2. ~~Compliance officer/code enforcement officer official duties and powers.~~ Enforcement and Administering .**

(a) Enforcement. Unless otherwise provided herein Code Enforcement Officers, Litter Control Officers, and the County Fire Chief have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.

(b) In General.

- (1) The director of planning and building services, or his or her designee, including where required by statute to be the building ~~compliance officer(s)~~ Code Enforcement Officer, other appropriately appointed officials administering or enforcing codes regulating buildings and constructions services, the county litter control officer(s), as applicable, officers of the sheriff's department, and other appropriately appointed officials administering or enforcing codes pursuant to appointments made by county council under the authority of § 4-9-145 of the Code of Laws of South Carolina (hereinafter generically "~~compliance officer~~" or "codes enforcement officer") shall enforce the provisions of this Code (meaning the Code of Ordinances of Jasper County, South Carolina) and applicable state statutes. If a ~~compliance officer~~ Code Enforcement Officer determines that any of the provisions of any article of this chapter is being violated, he or she shall enforce the requirements of the ordinance by any and all lawful means. The ~~compliance officer~~ Code Enforcement Officer is not generally required to warn a violator before the issuance of an ordinance summons or the institution of enforcement procedures, except as other ordinances may provide for such warning. The ~~compliance officer~~ Code Enforcement Officer may invoke a single course of enforcement or parallel courses of enforcement in his discretion as the exigencies of the circumstances demand.
- (2) Administrative and interpretive authority. The ~~compliance officer~~ Code Enforcement Officer, with the consent of the county administrator, shall have authority as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and procedures; to interpret and implement the provisions of the applicable codes; and to secure the intent thereof. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this Code, or of violating accepted engineering methods involving public safety.
- (3) Inspections. The ~~compliance officer~~ Code Enforcement Officer shall carry proper identification when inspecting structures or premises in the performance of duties under this Code. The ~~compliance officer~~ Code Enforcement Officer shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The ~~compliance officer~~ Code Enforcement Officer is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority. The ~~compliance officer~~ Code Enforcement Officer shall issue all necessary notices or orders to ensure compliance with this Code. The ~~compliance officer~~ Code Enforcement Officer shall keep official records of all business and activities of the department specified in the provisions of this Code. Such records shall be retained in the official records as long as the building or structure to which such records relate remains in existence, unless otherwise provided for by other regulations.

(4) *Right of entry, permissive and by warrant.*

- a. The ~~compliance officer~~ Code Enforcement Officer shall, after proper presentment of identification and notification, have the right and authority to go onto the grounds of any premises within the unincorporated county at any reasonable time for the purpose of making inspections to ascertain if the premises are in compliance with this chapter.
- b. The ~~compliance officer~~ Code Enforcement Officer, county health officer, or any other appropriate county official shall, after proper presentment of identification and notification, have the right and authority to enter premises after receiving permission from a responsible person within the unincorporated county at any reasonable time for the purpose of making inspections to ascertain if the premises are in compliance with this chapter.
- c. If any responsible person owning or residing in the premises shall refuse to allow the county official to enter onto any grounds or enter into any premises in the unincorporated county for the purposes of conducting the inspection as provided in this section, the county official shall make no entry, but shall withdraw and make application to the magistrate's court for an administrative search warrant to be issued.
- d. An administrative search warrant can be obtained if there is a showing that reasonable administrative or legislative standards are in place for the issuance of the administrative warrant and the conduct of the search. For the purposes of establishing reasonable standards, and for securing an administrative search warrant, the requesting official must affirm that:
  1. The relevant codes, regulations or statutes are in place pertaining to the property;
  2. The requesting official has attempted peaceful entry or has sought permission to enter for the limited purpose of code inspection;
  3. Permission has been denied;
  4. There exist facts and circumstances that lead the affiant to believe, based upon his education, training or experience, that code violations exist that could impact fire laws, or could pose imminent danger to the occupant;
  5. The stated object and purpose of the search must be adequately specific so that the reasonableness of the scope of the search is not expanded past regulatory purposes; and
  6. The search warrant shall not be used as a pretext for a criminal search.
- e. The magistrate's court judge for the county is hereby authorized to issue administrative search warrants to allow the code enforcement officer, county health officer, or any other appropriate county official to enter any premises within the unincorporated county under the terms and conditions as deemed by the municipal court judge.
- f. A law enforcement officer must accompany the official to the premises to assist in the safer execution of the administrative search warrant under the provisions of this section.
- g. It shall be unlawful for any person having control of any premises for which an administrative search warrant has been issued to prohibit the entry onto the premises by the person as authorized.
- h. Where a violation is in clear view from a public road or adjoining property, on which permission has been granted to enter, the officer, employee or agent of the county may issue a summons for the violation.

**Sec. 10-3. Administrative Citations, Penalties and Remedies.**

(a) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).

- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(b) Penalties. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Every 24 hours that the violation continues to exist shall constitute a separate violation.

- i. Litter Violation Penalty. For violations of Article III of this Chapter, in addition to the fine or term of imprisonment, the court may also impose eight hours of litter-gathering labor for a first conviction, 16 hours of litter-gathering labor for a second conviction, and 24 hours of litter-gathering labor for a third or subsequent conviction, all under the supervision of the court; or such other term of litter-gathering labor or public service as the court deems appropriate.

(c) Additional Remedies. In addition to all other penalties or remedies established in this Section, the County may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the Court may decide as prescribed by state law for each offense.

- i. Business License. Any business establishment found to be in violation of this chapter shall be subject to having its business license registration suspended or revoked in accordance with procedures otherwise applicable to such proceedings, including appellate proceedings under the business license ordinance.
- ii. Separate Costs. In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a criminal conviction for a violation of this Chapter shall be separate and apart from any inspection costs and cleanup or abatement costs incurred by the County in abating said nuisance or any violation of this Chapter; and shall be in addition to all other remedies available to the county under state law and local ordinances. The County may place a mechanics lien on any property associated with said costs associated with this Section.

## **ARTICLE II. NUISANCES**

### **DIVISION 1. GENERALLY**

#### **Sec. 10-21. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Compliance officer~~ or means a law enforcement officer, the county planning and building services director, anyone qualified he or she designates to act in such capacity on his behalf or anyone designated as such by the county administrator, including the code enforcement official or other county employee or official as may be designated in writing by the county administrator or sheriff to enforce the provisions of this chapter, and other appropriately appointed officials administering or enforcing codes pursuant to appointments made by council under the authority of § 4-9-145 of the Code of Laws of South Carolina.

#### **Sec. 10-25. Abatement procedure/compliance order.**

- (a) Whenever the ~~compliance officer~~ Code Enforcement Officer determines that any property is maintained in violation of one or more of the provisions of this chapter, he or she shall serve on one or more of the responsible parties a written compliance order citing:
  - (1) The date and location of the violation;
  - (2) The section of the Code violated and a brief description of the violation;
  - (3) The actions required to correct the violation or abate the condition;
  - (4) The time period after which the county will enter the property to abate the conditions.
- (b) The time period for abatement shall be at least 30 days, unless it is determined by the ~~compliance officer~~ Code Enforcement Officer that the conditions constitute an imminent threat to the public health, safety or welfare. The ~~compliance officer~~ Code Enforcement Officer may grant an extension of 180 days or less upon good cause, provided



the responsible party signs a written agreement to abate the nuisance within a time certain. The board of zoning appeals may grant a one-time extension of 180 days or less in addition to the time provided by the ~~compliance officer~~ Code Enforcement Officer where the board deems such extension is warranted.

- (c) If a person fails or refuses to discharge the duties imposed by section 10-25, the county may concurrently serve an administrative notice to abate a public nuisance upon the owner or occupant and demand that compliance must be achieved within the time specified in the notice. The county shall determine the individual, firm or corporation or lien holder who, from the records in the unincorporated county tax assessor's office, appears to be the titled owner or lien holder of the property and cause a written notice of public nuisance to be served on such individual, firm or corporation or lien holder by:
  - (1) Personal service as attested to by affidavit of service; or by
  - (2) Copy mailed to such owner or lien holder at such place or address by United States certified mail return receipt requested; or
- (d) If the whereabouts of the responsible persons are unknown and cannot be ascertained in the exercise of reasonable diligence, the serving of the compliance order may be made by publishing it once each week for two consecutive weeks in a newspaper of general circulation in the county and notice shall be posted on the property and allowed to remain for up to 30 days and shall indicate the nature of the violation, identification of the property affected, with date of posting, and contact information, which shall serve as notice to the public.

#### **Sec. 10-26. Voluntary correction.**

- (a) *Applicability.* This section applies when the designated ~~compliance official (hereinafter compliance officer)~~ code enforcement officer determines that a violation of an ordinance or regulation has occurred or is occurring.
  - (1) *General.* The ~~compliance officer~~ Code Enforcement Officer shall pursue a reasonable attempt to secure voluntary correction by causing written notice to be given to the person responsible for the violation where possible, or to the owner of record at the public address of record or 9-1-1 address, explaining the violation and the abatement and appeals process.

#### **Sec. 10-30. Penalties-Reserved.**

- (a) ~~Enforcement of this article's provisions may be accomplished upon the institution of criminal process by way of uniform traffic ticket, county ordinance summons or warrant made only by a law enforcement officer or appropriate government official, including compliance or code enforcement officers. Any person who violates any provision of this chapter is guilty of a misdemeanor and, upon conviction, must be fined not more than \$500.00 and/or be imprisoned for not more than 30 days. No fine imposed pursuant to this chapter may be suspended to less than \$250.00. No sentence of imprisonment imposed pursuant to this chapter may be suspended. In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a criminal conviction for a violation of this chapter shall be separate and apart from any inspection costs and cleanup or abatement costs incurred by the county in abating said nuisances; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~
- ~~(b) Each day that the nuisance continues to exist shall constitute a separate violation.~~
- (c) ~~Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a nuisance, or an administrative decision or assessment by the compliance official, shall be made pursuant to section 10-32.~~

#### **Sec. 10-32. Appeal procedures; hearing.**

- (a) The responsible person, owner or occupant, or the lien holder of the property aggrieved by a finding of public nuisance or other decision or assessment by the ~~compliance official~~ Code Enforcement Officer may appeal the decision by written request stating the reasons therefore, filed with the ~~compliance official~~ Code Enforcement Officer within ten days after service by certified mail or personal service of the notice of public nuisance or other decision or assessment. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted hereunder have been incorrectly interpreted, the provision of this Code does not apply, the requirements of this Code

are adequately satisfied by other means, or that the strict application of any requirement of this Code would cause undue hardship.

- (b) *Appeal of finding of nuisance.* The county administrator shall appoint a hearing officer or, upon request of the appellant, a hearing panel to hear the appeal. This appeal stays the public abatement until such time as the matter is heard and decided by the hearing officer or panel unless an emergency abatement as authorized by the county administrator is necessary to preserve public health, safety or welfare. The appeal must be received by the county administrator before the time specified in the notice. The appeal may be faxed or emailed to the county administrator. The written demand shall include a contact number, either phone or facsimile in order for the person to be informed of the hearing location, date and time. It shall not be a defense to the determination that a public nuisance exists that the property is boarded up or otherwise enclosed.
- (c) *Failure to appeal.* Failure to timely appeal constitutes a waiver of the right to appeal the existence of a public nuisance.
- (d) *Appeal of assessment.* Further, in those instances where the nuisance has been abated by the unincorporated county after the required notice of subsection 10-26(b), the owner or occupant of the property who has been served with a notice of assessment pursuant to section 10-29 of this article may make a written demand to the county administrator for a hearing to review the cost of the abatement. This appeal stays the attachment of the lien until such time as the matter is heard and decided by the hearing officer or hearing panel. The appeal of the assessment must be received by the county administrator within five business days of the appellant's receipt of the notice of assessment. The written demand shall include a contact number, either phone or facsimile in order for the person to be informed of the hearing location, date and time. In an appeal of the assessment of costs, no testimony shall be permitted on the issue of the existence of the public nuisance.
- (e) *Failure to appeal assessment.* Failure to timely appeal constitutes a waiver of the right to appeal the assessment of costs.
- (f) *Notice of the hearing.* By way of the contact numbers provided in the written demand, the county administrator shall orally advise the owner of the location, date and time of the hearing. Notice of the hearing must be provided at least two business days prior to the hearing, excluding county recognized holidays and weekends.
- (g) *Time and manner of hearing.* The hearings as allowed under this section shall be held as soon as practical but in any event no later than five business days after receipt of the appeal, excluding county recognized holidays and weekends. The hearing shall not be conducted under the strict rules of evidence. The hearing shall be informally conducted by the hearing officer or panel. If a panel has been appointed, the panel shall elect one of its members to act as chairperson. The ~~compliance officer~~ Code Enforcement Officer shall present the facts and circumstances that resulted in a conclusion that a nuisance existed. The owner, occupant or lien holder, or their agents, representatives or attorneys shall be given the opportunity to present evidence to the hearing officer in the course of the hearing. Neither party shall have the right of cross-examination, but the hearing officer or panel may make inquiries of the witnesses and representatives, or allow cross examination if they so desire in their sole discretion. The proceedings shall be recorded and transcribed at the expense of the party so requesting. When the nuisance has been abated by the county and the person has appealed the assessment of the administrative fee and actual costs, the hearing officer or panel shall have discretion to waive the administrative fee or the public cost of abating a nuisance, in whole or in part, if, in the course of the hearing and reviewing the decision, the hearing officer or panel finds that justice and equity require such waiver or that any of the following did not conform to the provisions of this article:
  - (1) The notice to remove the nuisance;
  - (2) The work performed in abating the nuisance;
  - (3) The computation of charges.
- (h) The hearing officer, or if there is a hearing panel by majority vote of members present, shall render a decision based on findings of fact and application of the standards herein. The decision of the hearing officer or panel is the final decision of the county, and shall be delivered orally to the appellant on the date of the hearing, and then, if requested, written and mailed to the address provided. The hearing officer or panel shall affirm, modify, or reverse the decision of the ~~compliance officer~~ Code Enforcement Officer, or grant a one-time extension of no more than 180 days additional to the time period already provided by the ~~compliance officer~~ Code Enforcement Officer for abatement.

- (i) *Administration.* The planning and building services director shall cause the ~~compliance officer~~ Code Enforcement Officer to take immediate action in accordance with the decision of the board.
- (j) *Court review.* Any person, whether or not a previous party of the appeal, shall have the right to appeal to the circuit court, provided such person has standing under the general rules regarding standing determinations in judicial review proceedings. The factual findings of the hearing officer or appeals panel shall be deemed findings of fact subject to the same judicial deference given findings of facts by the zoning board of appeals, and the review shall be a record review, not a review *de novo*.
- (k) *Stays of enforcement.* Appeals of notice and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the hearing officer or panel.

### **ARTICLE III. LITTERING**

#### **Sec. 10-52. ~~Enforcement.~~ Evidence of Littering.**

- (a) ~~All animal and environmental control officers, litter control officers, codes enforcement officers, the director of the county public works department, and all certified officers of the sheriff's office are empowered to enforce the provisions of this article.~~
- (b) ~~The named enforcement officers are empowered to issue citations to persons violating any provision of this article.~~
- (c) ~~All of the named enforcement officers may serve and execute all warrants, citations, and other process issued by the courts in enforcing the provisions of this chapter. In addition, the mailing by registered mail of such process to his/her last place of residence shall be deemed as personal service upon the person charged.~~
- (d) Evidence shall be prima facie evidence if:
  - (1) If the throwing, dumping, or depositing of litter was done from a motor vehicle or boat, except a motor bus, it shall be prima facie evidence that the throwing, dumping, or depositing was done by the driver of the motor vehicle or boat; nonetheless, the owner of the vehicle or boat remains liable pursuant to section 10-51(b)(3) above, but only one fine may be assessed for each instance of littering.
  - (2) If litter discarded can be identified with a person's name, it shall be prima facie evidence that the throwing, dumping, or depositing was done by the person whose name appears on the litter.

#### **Sec. 10-53. ~~Penalties.~~ Reserved.**

- (a) ~~Any person who violates any provision of this article is guilty of a misdemeanor and, upon conviction, must be fined not more than \$500.00 and/or be imprisoned for a period of not less than two days nor more than 30 days. No fine imposed pursuant to this section may be suspended to less than \$200.00. No sentence of imprisonment imposed pursuant to this section may be suspended.~~
- (b) ~~In addition to the fine or term of imprisonment, the court may also impose eight hours of litter gathering labor for a first conviction, 16 hours of litter gathering labor for a second conviction, and 24 hours of litter gathering labor for a third or subsequent conviction, all under the supervision of the court; or such other term of litter gathering labor or public service as the court deems appropriate.~~
- (c) ~~In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a conviction for a violation of this chapter shall be separate and apart from any cleanup or abatement costs incurred by the county in abating said littering; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~

#### **Sec. 10-54. Administrative Determination Appeals.**

~~Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals.~~ Appeals of determinations of the existence of a nuisance, or an administrative decision or assessment by the ~~compliance official~~ Code Enforcement Officer or director of planning and building services, shall be made pursuant to section 10-332.

## ***ARTICLE IV. NOISE***

### **Sec. 10-62. Citation of violators.**

The county sheriff's office, in cooperation with county government, shall enforce the provisions of this article. After receiving a complaint and upon a finding by an officer of a violation, any offender shall have an opportunity to immediately abate the offending noise without penalty. However, if the violation continues or reoccurs at any time, the offender shall be guilty of a misdemeanor and shall be punished to the extent provided for in this article. The violation of this Article is hereby declared to be a misdemeanor, and upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Every 24 hours that the violation continues to exist shall constitute a separate violation.

### **Sec. 10-64. Penalties. Reserved.**

~~(a) Any person who violates any provision of this chapter is guilty of a misdemeanor and, upon conviction, must be fined not more than \$500.00 and/or be imprisoned for not more than 30 days. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued. No fine imposed pursuant to this chapter may be suspended to less than \$100.00. In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a criminal conviction for a violation of this chapter shall be separate and apart from any inspection costs or abatement costs incurred by the county in abating said nuisances; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~

### **Sec. 10-65. Appeals.**

Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a ~~nuisance noise~~, or an administrative decision or assessment by the ~~compliance official~~ County Sheriff's Office, shall be made pursuant to section 10-332.

## ***ARTICLE V. JUNKYARDS/VEHICLE GRAVEYARDS***

### **Sec. 10-74 Administration and enforcement.**

- ~~(a) The county planning and building services and public works departments shall be charged with the enforcement of this article.~~
- (b) The responsible person, owner or operator of a place of business, or the owner or occupant of a non-business property, who commits or permits acts in violation of the provisions of this article shall be sent a written notice by certified mail to bring the activity or property into compliance with the provisions of this article within 90 days of the receipt of such notice. Failure to comply within the specified time limit shall be deemed to be an offense against such chapter, and if such operation or condition shall continue or be permitted to exist subsequent to the expiration of the time limit specified within the notification, each day thereafter shall constitute a separate offense, without necessity of an additional written notice to bring the property into compliance being mailed.

### **Sec. 10-75. Penalties.**

- ~~(a) Every violation of any provision of this article shall subject the offender to a fine of not more than \$500.00 and/or imprisonment for not more than 30 days. Each such offender shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued. No fine imposed pursuant to this chapter may be suspended to less than \$250.00.~~
- (b) In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Should the county elect to have the site cleared and bill to property owner for the work, and the owner/operator fail to pay for the clean-up, the county may elect to file a mechanics' lien on the property for the amount owed. In addition, the county may, at any time subsequent to written notice of a violation, elect to utilize the additional enforcement actions provided in section 10-25.

- (c) ~~Any punishment including fines imposed pursuant to a criminal conviction for a violation of this article shall be separate and apart from any inspection costs or abatement costs incurred by the county in abating said nuisances; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~
- (d) ~~An individual violating the provisions of this chapter regarding junked appliances, trash, or vehicles on his non-business property, or dumping same on rights of way or others property shall likewise be deemed guilty of a misdemeanor having a fine not to exceed \$500.00 and/or imprisonment for 30 days, each day the violation continues may be deemed a separate offense, and may likewise be subject to a proceeding by the county to compel compliance with the provisions of this article under section 10-25.~~

## **Sec. 10-76. Appeals.**

Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a nuisance, or an administrative decision or assessment by the ~~compliance official~~ Code Enforcement Officer, shall be made pursuant to section 10-32.

## **Chapter 18 OFFENSES AND MISCELLANEOUS PROVISIONS**

### ***ARTICLE I. IN GENERAL***

**Sec. 18-1. ~~Ordinance summons for enforcement of county ordinances.~~ Enforcement, Administrative Citation, Penalties and Remedies.** Unless otherwise provided herein, violations of any provision of this Chapter are subject to the remedies and penalties provided for in this Section.

- (a) ~~There shall be made available to the code enforcement officers and sheriff's department of the county an ordinance summons which complies with the requirements of S.C. Code 1976, § 56-7-80. The form shall be substantially the same as the form which is attached to the ordinance from which this section is derived as attachment A, which is incorporated as part of this section by reference. For purposes of this section, any employee of the department of public works is a code enforcement officer for the purposes of any littering, dumping or animal control ordinance.~~
- (b) ~~The finance department shall be responsible for having the summons books printed, issuing blank summons books, and keeping a record of the summons forms assigned to an individual.~~
- (c) ~~Any officer issuing an ordinance summons shall be responsible for forwarding the copy of the summons labeled "Court Copy" to the appropriate judicial office within one business day of issuing the summons. It shall also be the issuing officer's responsibility to keep the copy of the summons labeled "Officer Copy" until the appointed hearing time. After all action concerning the summons has been concluded, the issuing officer shall turn the "Officer Copy" of the summons in to the finance department within one business day. Failure to comply will not affect the validity of any charge or conviction.~~
- (d) ~~The finance department shall be responsible for keeping the summons forms which have been turned in by law enforcement officers in a manner which will allow for an annual audit of the summons forms.~~
- (a) Enforcement. Unless otherwise provided her herein, Code Enforcement Officers and the Sheriff's Office have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and unform summons for criminal violations to persons violating any provision of this Chapter.
- (b) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).
- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
  - ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(c) Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter, and pursuant to the authority provided by S.C. Code 1976 §22-3-550 as amended, is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

#### **Sec. 18-2. Use of public boat landings.**

- (a) *Restrictions.* All public boat landings in the county shall not be used for camping, parking camper trailers, or the erection of tents, except at those landings where camping or parking is specifically authorized and signs to that effect are posted.
- (b) ~~*Penalty.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction shall be punished in accordance with section 1-8.~~

#### **Sec. 18-4. Tampering with certain signs and traffic control devices.**

- (d) ~~*Violations and penalties.* Any person who shall violate the provisions of this section shall be guilty of a misdemeanor and shall be punished to the maximum jurisdictional limit of the magistrate's court.~~ Persons shall be deemed guilty of a separate offense, as provided for in Section 18-1 of this Chapter, for each sign which has been tampered with as described in this Section.

### ***ARTICLE II. ELECTRONIC COMMUNICATIONS   RESERVED.***

#### ***DIVISION 1. ELECTRONIC COMMUNICATIONS WHILE DRIVING A MOTOR VEHICLE.***

#### **~~Sec. 18-26. Electronic communications while operating a motor vehicle.~~**

##### ~~(a) Definitions:—~~

~~*Electronic communications device* means an electronic device used for the purpose of composing, reading, or sending an electronic message, but does not include a global positioning system or navigation system or a device that is physically or electronically integrated into the motor vehicle.—~~

~~*Electronic message* means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. "Electronic message" includes, but is not limited to, electronic mail, a text message, an instant message, or a command or request to access an internet site.—~~

~~(b) *Prohibited while driving.* It shall be unlawful for a person to use an electronic communication device to compose, read, or send an electronic message while operating a motor vehicle on the streets and roads within the county; provided however, a violation described in this section shall not be a basis for a custodian arrest or a seizure of the electronic communications device in question.—~~

~~(c) *Exceptions.* This section shall not apply to a person operating a motor vehicle while:—~~

~~(1) — Off the traveled portion of a roadway;—~~

~~(2) — Using an electronic communication device in a hands-free, voice-activated, or voice-operated mode that allows the driver to review, prepare and transmit an electronic message without the use of either hand except to activate, deactivate, or initiate a feature or function;—~~

~~(3) — Summoning medical or other emergency assistance; or—~~

~~(4) — Using a citizens band radio, commercial two-way radio communication device, in-vehicle security, or amateur or ham radio device.—~~

~~(d) *Exemptions.* The provisions contained within this section shall not apply to public safety personnel employed by a federal, state, county or municipal organization who are utilizing an electronic communication device during the course and scope of their official duties.—~~

~~(e) *Penalty.* A person who violates this section is guilty of misdemeanor distracted driving and, upon conviction, shall be fined \$100.00 for a first offense, \$200.00 for a second offense, and \$300.00 for a third or subsequent offense. This fine is subject to all applicable court costs, assessments, and surcharges.—~~

### ***ARTICLE III. ENHANCED 911 EMERGENCY TELEPHONE SYSTEM***

#### **Sec. 18-55. Penalties. Violations.**

~~Any person who shall violate any provision of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction of such offense, may be fined not more than \$500.00 or imprisoned for not more than 30 days, and in addition, shall pay all costs and expenses involved in the case. Every 24 hours~~ Each and every day or portion thereof during which any violation continues shall be considered a separate offense.

### ***ARTICLE IV. HAZARDOUS MATERIALS ORDINANCE***

#### **Sec. 18-75. Official's right of entry.**

- (a) The appropriate official designated by the county administrator or his authorized representative may at all reasonable times request access to any building whether completed or under construction, or to any property for the purpose of making an inspection or investigation to enforce any of the provisions of this article and, if denied, and a belief exists as to probable cause that hazardous materials are present, then such official shall obtain a search warrant to allow inspection of the premises.
- (b) If an emergency appears to exist, the county may petition for a court order enjoining the owner or occupant of the premises for conduction business or storing product in question.
- (c) No person, owner, or occupant of any building or premise shall fail, after proper credentials are displayed, to permit entry into any building or onto any property by the appropriate official designated by the county administrator, or a duly authorized agent, for the purpose of inspections pursuant to this article. ~~Any person violating this section shall be guilty of a misdemeanor and, upon conviction, sentenced to a \$500.00 fine or 30 days in jail for each offense.~~ Failure to comply with this Section shall be deemed a violation.

#### **Sec. 18-80. ~~Enforcement and a~~ Administration.**

- (a) The Jasper County Emergency Management Department will be responsible for administration of this ~~ordinance~~ Article and maintaining registration.

#### **Sec. 18-82. Notices and orders.**

Whenever the fire marshal or a duly authorized agent designated by the county administrator finds in any building or upon any premises dangerous or hazardous conditions or materials, there shall be issued such notice or orders to remove or remedy the conditions as may be necessary for the protection of life and property from fire and smoke or explosion.

#### **Sec. 18-83. ~~Violations and penalties.~~**

- (a) Any person operating or maintaining any occupancy, premises or vehicle subject to this article, who fails to rectify any existing violation of this article on premises under ~~his~~ their control, or who fails to take immediate action to abate a violation of this article when ordered or notified to do so by the appropriate official designated by the county administrator or his duly authorized representative, shall be guilty of a separate violation for each existing issue related to the premises or vehicle. ~~misdemeanor, and sentenced to a \$500.00 fine or 30 days in jail for each offense.~~

- (b) Any person failing to register material(s), ~~or~~ pay registration/fee(s) or renewal fee(s) covered by this article is in violation of the article and each shall be considered a separate violation. ~~is subject to the penalties and fees as previously outlined in section 18-81(a).~~

### ***ARTICLE V. PROTECTION OF HISTORICAL AND ARCHAEOLOGICAL SITES***

#### **Sec. 18-104. ~~Penalty~~ Violations.**

- (a) It shall be unlawful for any person to damage or cause to be damaged any area, structure, or artifact on a documented significant archaeological/historical site located within the county limits, without prior written permission from the

county administrator or an appointed designee. Each such act of damage or disturbance shall constitute a separate offense. Documented sites are listed in section 18-103.

- (b) It shall be unlawful for any person to knowingly damage or remove from the ground any artifact located on any archaeological or historical site as defined above herein. The damaging or removal of each such article shall constitute a separate offense.
- (c) ~~Each violation of this section shall be punishable by a fine of not less than \$200.00 or incarceration of up to 30 days. Any artifact recovered pursuant to a violation of this section shall upon conviction be held by the sheriff pending determination of proper disposition. This violation and penalty shall be in addition to any violation or penalty for trespass, larceny, or damage to real or personal property.~~

## **Chapter 25 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**

### **ARTICLE II. 2018 OMNIBUS ROAD ORDINANCE FOR THE NAMING OF ROADS, THE MAINTENANCE OF EXISTING ROADS, THE ACCEPTANCE OF ROADS AND THE STANDARDS FOR ROAD CONSTRUCTION**

#### *DIVISION 5. ENCROACHMENT PERMITS*

##### **Sec. 25-93. Violations.**

Anyone who encroaches on the right-of-way of a county maintained highway, street or road without securing an encroachment permit or who fails to adequately restore the road and right-of-way after an encroachment shall be deemed a violation of this Chapter. ~~guilty of a misdemeanor, and shall be subject to the general penalty provisions of this code (See section 25-101). Each day~~ Every 24 hours that the unauthorized encroachment exists, or that the inadequacy exists following notification, shall be considered a separate offense.

#### **ARTICLE III. NAMING AND ADDRESSING OF ROADS**

##### **Sec. 25-134. ~~Enforcement~~ Violation.**

Owners or occupants of buildings which are not in compliance with the provisions of this article shall be notified and required to meet the requirements herein within 60 days from the date of notification. A warning notice will be issued after the 60 days if the requirements have not been met. The owner or occupant shall be in violation of this Article if there is a failure to ~~who does not~~ voluntarily comply with this article within 30 days after delivery ~~of~~ of a warning notice by registered or certified mail ~~shall be subject to criminal prosecution. Any person found violating a provision of this article shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$500.00 or 30 days imprisonment or both; and if such violation continues, each day's violation shall be a separate offense. Violation of this article may also be enforced by seeking a civil court order to compel compliance of civil remedies against the violator.~~



AGENDA

ITEM # 9



## 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>   | September 2, 2025                                                |
| <b>Project:</b>        | Zoning Text Amendment – Article 9:6, <i>Accessory Structures</i> |
| <b>Submitted For:</b>  | 3 <sup>rd</sup> Reading                                          |
| <b>Recommendation:</b> | Staff Recommends approval of Alternative 1                       |

**Description:** Article 9:6 of the Jasper County Zoning Ordinance, regulates accessory structures, which are defined as any structure over 120 square feet that supports an approved accessory use. Currently, the ordinance has a size limitation for accessory buildings in the Residential, Rural Preservation and Resource Conservation Zoning Districts. While the size limitation for accessory structures are reasonable and appropriate for small lots, properties within subdivisions and near the municipalities, the size limitation creates problems for property owners in the rural areas of the County.

Based on the August 18, 2025 Council Meeting and the conversations over the past couple of months regarding size limitations for accessory structures, staff has provided three different alternatives (proposed amendments) for the Council Members to consider.

**Analysis:** The proposed ordinance would amend Articles 9:6.1, 9:6.2 and 9:6.4 of the Jasper County Zoning Ordinance. Below is a summary of each alternative (proposed amendment):

**Alternative 1 (see attached):** The red text is new language that has been previously proposed, red language highlighted in yellow, represents brand new language being proposed, strike-throughs represents language to be deleted.

- Amend Article 4 of the Jasper County Zoning Ordinance to add a definition for agricultural structures.
- Increased size limitations for accessory structures in both Residential and Rural Preservation Zoning Districts from what was previously presented (See Section 9:6.2, #5 and Section 9:6.4 #1).
- Replaced “total ground floor area” with “total square footage of principal structure” in both Residential and Rural Preservation Zoning Districts and increased the percentage of the principal structure that can be used for determining the size of accessory structures (See section 9:6.2, #5 and Section 9:6.4 #1).

- Provided an exemption for agricultural structures in both Residential and Rural Preservation Zoning Districts (See Section 9:6.2 #6 and Section 9:6.4 #2).

**Alternative 2 (see attached):** The red text is new language that has been previously proposed and recommended by the Planning Commission. Language highlighted in yellow, represents additional recommendation from Planning Commission when the ordinance was deferred back to them for another review. Strike-throughs represents language to be deleted.

- Is the proposed Ordinance presented at the July 28, 2025 County Council Workshop.
- After the Planning Commission reviewed the Ordinance for the second time, this is the version they recommended along with the “additional recommendations”, which included replacing “total ground floor area” with “total square footage” regarding the principal building size when determining the size limitation for accessory structures, and exempting agricultural structures in the Rural Preservation Zoning District.
- The Ordinance for Alternative 2 has been updated to include the additional recommendations.
- The square footages presented in this version of the ordinance is smaller than Alternative 1, but larger than what is currently allowed by the Jasper County Zoning Ordinance today.

**Alternative 3 (see attached):** The red text is new language that has been previously proposed and strike-throughs represents language to be deleted.

- Is the proposed ordinance presented at the August 18, 2025 County Council Meeting.
- Removes all size limitations for accessory structures.
- Alternative 3 is not recommended by the Planning Commission or Planning Staff.

**Planning Staff Recommendation:** After several iterations of a proposed amendment to increase the size limitations for accessory structures, staff is recommending Alternative 1 and hopes this option will strike a good balance of allowing accessory structures to be bigger while still providing some limitations to the building size.

#### **Attachments:**

1. Ordinance

## **ALTERNATIVE 1 (NEW)**

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### ***Article 4, Definitions:***

**Agricultural Structure – a non-residential building or facility located on land used for farming, designed and used exclusively for agricultural purposes, such as, housing livestock, storing farm machinery, storage of agricultural goods, feeds, and equipment. These structures are integral to farming operations and may include barns, silos, greenhouses, and equipment sheds.**

### ***Article 9:6, Accessory Structures:***

An accessory structure is any structure over 120 square feet that supports an approved accessory use as defined in article 4.

#### ***9:6.1. General standards.***

1. Except for accessory structures used in connection with agricultural uses or accessory dwelling units allowed by section 11:6 or 11:7, accessory structures shall not exceed 20 feet in height.
2. Accessory dwelling units and commercial accessory structures are limited to height restrictions required in article 7:5.
3. Accessory structures shall be at least ten feet from the principal structure and at least ten feet from another accessory structure. Placement may be subject to fire marshal approval.
4. No accessory structure shall occupy any part of a bufferyard.
5. No accessory structure shall occupy any part of a required setback.
6. Square footage limitations apply to the entire property and can be divided between multiple accessory structures.
7. Square footage limitations apply only to covered square footage separate from the primary use or structure.
8. Structures 120 square feet or larger require a building and zoning permit. Structures under this size must still adhere to the provisions of this section.

#### ***9:6.2. Accessory Structures and Dwelling Units in the Residential Zoning District***

Accessory structures provide opportunities for small scale aesthetic and shade structures; functional, protected, enclosed ancillary storage and activity space; among other benefits. As subordinate facilities to a principal structure, however, appropriate regulation is required in order to ensure compatibility of land uses, protect privacy of neighbors, ensure minimum open space and area requirements, and protect the health, safety, and welfare of the neighborhood and community.

1. One dwelling unit is allowed per lot, except as allowed by section 11:6 or 11:7. However, second floor garage apartments are considered an approved accessory structure and use.

## ALTERNATIVE 1 (NEW)

2. Buildings accessory to single-family dwellings include non-commercial garages, barns, storerooms, open shelters, woodsheds, laundry rooms, playhouses, greenhouses, hobby shops, guesthouses or pool houses built in conjunction to the primary dwelling (not meant for permanent occupancy) and animal or fowl shelters. This section does not include structures used to store wells, pumps, utilities or associated accessory equipment.
3. Accessory structures shall be allowed in side and rear yards and shall meet all setback requirements stated in article 7. Detached garages in conjunction with the primary dwelling may be located in front yards but are subject to setback requirements. All other accessory structures shall be allowed in side and rear yards.
4. For larger-lot residential designated property (over two acres), accessory structures in front yards shall be allowed but are subject to 75-foot setbacks.
5. For lots that are less than  $\frac{1}{2}$  acre in size, the total square footage of an Accessory structure shall be limited in size to either ~~25~~ 50 percent of the total ~~ground floor area~~ square footage of the principal structure or ~~800~~ 1,000 square feet, whichever is greater.

For lots that are greater than  $\frac{1}{2}$  acre in size, an accessory structure shall be limited in size to either ~~50~~ 65 percent of the total ~~ground floor area~~ square footage of the principal structure or as follows, whichever is greater:

.51 acres – .99 acre, ~~1,000~~ 1,200 square feet

1.0 – 1.9 acres, ~~1,200~~ 1,400 square feet

2.0 – 2.9 acres, ~~1,300~~ 1,600 square feet

3.0 – 3.9 acres, ~~1,400~~ 1,800 square feet

4.0 – 4.9 acres; ~~1,500~~ 2,000 square feet

5.0 acres, ~~1,600~~ 2,200 square feet plus 100 square feet per additional acre over five acres, not to exceed 3,500 square feet.

6. Accessory structures that are used for agricultural purposes, as defined in Article 4 of the Jasper County Zoning Ordinance, are exempt from the size limitations above.
7. Where an accessory building is erected in the side yard adjacent to a street on a corner lot, it shall not be located closer to the street than the required front yard setback distance.
8. Shipping containers cannot be used as accessory structures in the residential zoning district.
9. There is a limit to three accessory structures per residential lot.

### 9:6.3. Accessory Structures in Commercial, Industrial and Community Commercial Zoning Districts.

1. There is no limit on accessory structures for approved accessory uses as defined in article 4.
2. Accessory structures shall meet all setbacks as noted in article 7.

### 9:6.4. Accessory Structures in Resource Conservation and Rural Preservation Zoning Districts

## ALTERNATIVE 1 (NEW)

Accessory structures provide opportunities for small scale aesthetic and shade structures; functional, protected, enclosed ancillary storage and activity space; among other benefits. As subordinate facilities to a principal structure, however, appropriate regulation is required in order to ensure compatibility of land uses, protect privacy of neighbors, ensure minimum open space and area requirements, and protect the health, safety, and welfare of the neighborhood and community.

1. ~~The total square footage of an accessory unit structure is shall be~~ limited to either 75% percent of the total square footage of the principal structure or as follows, whichever is greater:
  - 1.0 – 1.9 acres, ~~1,000~~ 1,800 square feet
  - 2.0 – 2.9 acres, ~~1,250~~ 2,000 square feet
  - 3.0 – ~~4.9~~ 3.9 acres, ~~1,500~~ 2,200 square feet
  - 4.0 – 4.9 acres, 2,500 square feet
  - 5.0 or more acres, ~~2,500~~ 2,800 square feet plus ~~250~~ 200 square feet per additional acre over five acres.
2. Accessory structures that are used agricultural purposes as defined in Article 4 of the Jasper County Zoning Ordinance are exempt from the size limitations above.
3. Buildings accessory to single-family dwellings includes non-commercial garages, barns, storerooms, open shelters, woodsheds, laundry rooms, playhouses, greenhouses, hobby shops, guesthouses or pool houses built in conjunction to the primary dwelling (not meant for permanent occupancy) and animal or fowl shelters. This section does not include structures used to store wells, pumps, utilities or associated accessory equipment
4. There is no limit on the number of accessory structures, only limits on square footage.
5. Accessory structures can be placed in side and back yards but must adhere to setback requirements. Front yard accessory units are only allowed if they meet a 75-foot setback.

### 9:6.5. Hunt Camp and Rural Accessory Seasonal Dwelling Units.

Hunt camp and rural accessory seasonal dwelling units (mobile homes and cabins) are allowed on land owned by hunt club organizations or large land owners without subdivision for the purpose of seasonal hunting and recreational use, provided:

1. Clustering is acceptable, but 25 feet between structures must be maintained.
2. Building setback is 150 feet from any public roadway or property line.
3. One hunt camp and rural accessory seasonal dwelling unit is allowed for every 100 acres of land.
4. Zoning and building permits must be attained prior to construction.

STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

ORDINANCE #2025-\_\_\_\_

AN ORDINANCE  
OF JASPER COUNTY COUNCIL

To Amend Article 9:6, *Accessory Structures*, of the Jasper County Zoning Ordinance, so as to remove limitations on building sizes for accessory structures in the Residential, Rural Preservation, and Resource Conservation Zoning Districts.

**WHEREAS**, the Jasper County Zoning Ordinance provides for the general purposes of guiding development in accordance with existing and future needs and promoting public health, safety, morals, convenience, order, appearance, prosperity, and general welfare; and

**WHEREAS**, Article 9:6 of the Jasper County Zoning Ordinance regulates accessory structures on all lands within Jasper County; and

**WHEREAS**, Jasper County has received several requests about increasing the maximum building sizes for accessory structures on larger lots in the rural areas, where appropriate; and

**WHEREAS**, the Jasper County Planning Commission has recommended approval by County Council to allow for increased building sizes for accessory structures depending on the lot size; and

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

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



1. Amend Article 4 to add “Agricultural Structures to the definitions to read as follows:

***Article 4, Definitions:***

**Agricultural Structure – a non-residential building or facility located on land used for farming, designed and used exclusively for agricultural purposes, such as, housing livestock, storing farm machinery, storage of agricultural goods, feeds, and equipment. These structures are integral to farming operations and may include barns, silos, greenhouses, and storage buildings.**

2. Article 9:6, *Accessory Structures*, of the Jasper County Zoning Ordinance is hereby amended to read as follows:

***Article 9:6, Accessory Structures:***

An accessory structure is any structure over 120 square feet that supports an approved accessory use as defined in article 4.

***9:6.1. General standards.***

1. Except for accessory structures used in connection with agricultural uses or accessory dwelling units allowed by section 11:6 or 11:7, accessory structures shall not exceed 20 feet in height.
2. Accessory dwelling units and commercial accessory structures are limited to height restrictions required in article 7:5.
3. Accessory structures shall be at least ten feet from the principal structure and at least ten feet from another accessory structure. Placement may be subject to fire marshal approval.
4. No accessory structure shall occupy any part of a bufferyard.
5. No accessory structure shall occupy any part of a required setback.
6. Square footage limitations apply to the entire property and can be divided between multiple accessory structures.
7. Square footage limitations apply only to covered square footage separate from the primary use or structure.
8. Structures 120 square feet or larger require a building and zoning permit. Structures under this size must still adhere to the provisions of this section.

***9:6.2. Accessory Structures and Dwelling Units in the Residential Zoning District***

Accessory structures provide opportunities for small scale aesthetic and shade structures; functional, protected, enclosed ancillary storage and activity space;



among other benefits. As subordinate facilities to a principal structure, however, appropriate regulation is required in order to ensure compatibility of land uses, protect privacy of neighbors, ensure minimum open space and area requirements, and protect the health, safety, and welfare of the neighborhood and community.

1. One dwelling unit is allowed per lot, except as allowed by section 11:6 or 11:7. However, second floor garage apartments are considered an approved accessory structure and use.
2. Buildings accessory to single-family dwellings include non-commercial garages, barns, storerooms, open shelters, woodsheds, laundry rooms, play houses, greenhouses, hobby shops, guesthouses or pool houses built in conjunction to the primary dwelling (not meant for permanent occupancy) and animal or fowl shelters. This section does not include structures used to store wells, pumps, utilities or associated accessory equipment.
3. Accessory structures shall be allowed in side and rear yards and shall meet all setback requirements stated in article 7. Detached garages in conjunction with the primary dwelling may be located in front yards but are subject to setback requirements. All other accessory structures shall be allowed in side and rear yards.
4. For larger-lot residential designated property (over two acres), accessory structures in front yards shall be allowed but are subject to 75-foot setbacks.
5. ~~For lots that are less than 1/2 acre in size, the total square footage of an~~ Accessory structure shall be limited in size to either ~~25~~ 50 percent of the total ~~ground floor area~~ square footage of the principal structure or ~~800~~ 1,000 square feet, whichever is greater.  
~~For lots that are greater than 1/2 acre, the building size is limited to either 65 percent of the total square footage ground floor area of the principle structure or as follows, whichever is greater:~~  
~~.51 acres – .99 acre, 1,200 square feet~~  
~~1.0 – 1.9 acres, 1,400 square feet~~  
~~2.0 – 2.9 acres, 1,600 square feet~~  
~~3.0 – 3.9 acres, 1,800 square feet~~  
~~4.0 – 4.9 acres; 2,000 square feet~~  
~~5.0 acres, 2,200 square feet plus 100 square feet per additional acre over five acres, not to exceed 3,500 square feet.~~
6. Accessory structures that are used for agricultural purposes, as defined by Article 4 of the Jasper County Zoning Ordinance, are exempt from the size limitations above.
7. Where an accessory building is erected in the side yard adjacent to a street on a corner lot, it shall not be located closer to the street than the required front yard setback distance.

8. Shipping containers cannot be used as accessory structures in the residential zoning district.
9. There is a limit to three accessory structures per residential lot.

**9:6.3. Accessory Structures in Commercial, Industrial and Community Commercial Zoning Districts.**

1. There is no limit on accessory structures for approved accessory uses as defined in article 4.
2. Accessory structures shall meet all setbacks as noted in article 7.

**9:6.4. Accessory Structures in Resource Conservation and Rural Preservation Zoning Districts**

Accessory structures provide opportunities for small scale aesthetic and shade structures; functional, protected, enclosed ancillary storage and activity space; among other benefits. As subordinate facilities to a principal structure, however, appropriate regulation is required in order to ensure compatibility of land uses, protect privacy of neighbors, ensure minimum open space and area requirements, and protect the health, safety, and welfare of the neighborhood and community.

1. ~~The Total square footage of an accessory-unit structure is shall be limited to either 75 percent of the total square footage of the principal structure or as follows, whichever is greater:~~
  - 1.0 – 1.9 acres, 1,000 ~~1,800~~ square feet
  - 2.0 – 2.9 acres, 1,250 ~~2,000~~ square feet
  - 3.0 – ~~4.9~~ 3.9 acres, 1,500 ~~2,200~~ square feet
  - 4.0 – 4.9 acres, 2,500 square feet
  - 5.0 or more acres, ~~2,000~~ 2,800 square feet plus ~~250~~ 200 square feet per additional acre over five acres.
2. ~~Accessory structures that are used for agricultural purposes, as defined by Article 4 of the Jasper County Zoning Ordinance, are exempt from the size limitations above.~~
3. Buildings accessory to single-family dwellings include non-commercial garages, barns, storerooms, open shelters, woodsheds, laundry rooms, play houses, greenhouses, hobby shops, guesthouses or pool houses built in conjunction to the primary dwelling (not meant for permanent occupancy) and animal or fowl shelters. This section does not include structures used to store wells, pumps, utilities or associated accessory equipment
4. There is no limit on the number of accessory structures; only limits on square footage.
5. Accessory structures can be placed in side and back yards but must adhere to setback requirements. Front yard accessory units are only allowed if they meet a 75-foot setback.

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

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**Mr. John A. Kemp**  
**Chairman**

**ATTEST:**

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**Wanda Giles**  
**Clerk to Council**

**ORDINANCE 2025-** \_\_\_\_\_

**First Reading:** July 21, 2025  
**Second Reading:** August 18, 2025  
**Public hearing:** August 18, 2025  
**Adopted:** September 2, 2025

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Considered by the Jasper County Planning Commission at its meetings on  
May 13, 2025, June 10, 2025, July 8, 2025, and August 12, 2025.

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Reviewed for form and draftsmanship by the Jasper County Attorney.

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COUNTY ATTORNEY

Date

**ALTERNATIVE 2**  
**PRESENTED AT JULY 28, 2025 COUNTY COUNCIL WORKSHOP and RECOMMENDED BY**  
**PLANNING COMMISSION**

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***Article 9:6, Accessory Structures:***

An accessory structure is any structure over 120 square feet that supports an approved accessory use as defined in article 4.

***9:6.1. General standards.***

1. Except for accessory structures used in connection with agricultural uses or accessory dwelling units allowed by section 11:6 or 11:7, accessory structures shall not exceed 20 feet in height.
2. Accessory dwelling units and commercial accessory structures are limited to height restrictions required in article 7.5.
3. Accessory structures shall be at least ten feet from the principal structure and at least ten feet from another accessory structure. Placement may be subject to fire marshal approval.
4. No accessory structure shall occupy any part of a bufferyard.
5. No accessory structure shall occupy any part of a required setback.
6. Square footage limitations apply to the entire property and can be divided between multiple accessory structures.
7. Square footage limitations apply only to covered square footage separate from the primary use or structure.
8. Structures 120 square feet or larger require a building and zoning permit. Structures under this size must still adhere to the provisions of this section.

***9:6.2. Accessory Structures and Dwelling Units in the Residential Zoning District***

Accessory structures provide opportunities for small scale aesthetic and shade structures; functional, protected, enclosed ancillary storage and activity space; among other benefits. As subordinate facilities to a principal structure, however, appropriate regulation is required in order to ensure compatibility of land uses, protect privacy of neighbors, ensure minimum open space and area requirements, and protect the health, safety, and welfare of the neighborhood and community.

1. One dwelling unit is allowed per lot, except as allowed by section 11:6 or 11:7. However, second floor garage apartments are considered an approved accessory structure and use.
2. Buildings accessory to single-family dwellings include non-commercial garages, barns, storerooms, open shelters, woodsheds, laundry rooms, play houses, greenhouses, hobby shops, guesthouses or pool houses built in conjunction to the primary dwelling (not meant for permanent occupancy) and animal or fowl shelters. This section does not include structures used to store wells, pumps, utilities or associated accessory equipment.
3. Accessory structures shall be allowed in side and rear yards and shall meet all setback requirements stated in article 7. Detached garages in conjunction with the primary dwelling may be located in front yards but are subject to setback requirements. All other accessory structures shall be allowed in side and rear yards.

**ALTERNATIVE 2**  
**PRESENTED AT JULY 28, 2025 COUNTY COUNCIL WORKSHOP and RECOMMENDED BY**  
**PLANNING COMMISSION**

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4. For larger-lot residential designated property (over two acres), accessory structures in front yards shall be allowed but are subject to 75-foot setbacks.
5. **For lots that are less than 1/2 acre in size, the total square footage of an A**accessory structure shall be limited in size to either 25 percent of the total ground floor area of the principal structure or 800 square feet, whichever is greater.

**For lots that are greater than 1/2 acre, the building size is limited to either 50 percent of the total ground floor area of the principle structure or as follows, whichever is greater:**

**.51 acres – .99 acre, 1,000 square feet**

**1.0 – 1.9 acres, 1,200 square feet**

**2.0 – 2.9 acres, 1,300 square feet**

**3.0 – 3.9 acres, 1,400 square feet**

**4.0 – 4.9 acres; 1,500 square feet**

**5.0 acres, 1,600 square feet plus 100 square feet per additional acre over five acres, not to exceed 3,500 square feet.**

6. Where an accessory building is erected in the side yard adjacent to a street on a corner lot, it shall not be located closer to the street than the required front yard setback distance.
7. Shipping containers cannot be used as accessory structures in the residential zoning district.
8. There is a limit to three accessory structures per residential lot.

**9:6.3. Accessory Structures in Commercial, Industrial and Community Commercial *Zoning Districts.***

1. There is no limit on accessory structures for approved accessory uses as defined in article 4.
2. Accessory structures shall meet all setbacks as noted in article 7.

**9:6.4. Accessory Structures in Resource Conservation and Rural Preservation *Zoning Districts***

Accessory structures provide opportunities for small scale aesthetic and shade structures; functional, protected, enclosed ancillary storage and activity space; among other benefits. As subordinate facilities to a principal structure, however, appropriate regulation is required in order to ensure compatibility of land uses, protect privacy of neighbors, ensure minimum open space and area requirements, and protect the health, safety, and welfare of the neighborhood and community.

1. **The**~~T~~total square footage of an accessory ~~unit~~ **structure** is limited **to the following:**
  - 1.0 – 1.9 acres, ~~1,000~~ 1,400 square feet**
  - 2.0 – 2.9 acres, ~~1,250~~ 1,600 square feet**
  - 3.0 – ~~4.9~~ 3.9 acres, ~~1,500~~ 1,800 square feet**
  - 4.0 – 4.9 acres, 2,000 square feet**
  - 5.0 or more acres, ~~2,000~~ 2,500 square feet plus ~~250~~ 200 square feet per additional acre over five acres.**

**ALTERNATIVE 2**  
**PRESENTED AT JULY 28, 2025 COUNTY COUNCIL WORKSHOP and RECOMMENDED BY**  
**PLANNING COMMISSION**

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2. Buildings accessory to single-family dwellings include non-commercial garages, barns, storerooms, open shelters, woodsheds, laundry rooms, play houses, greenhouses, hobby shops, guesthouses or pool houses built in conjunction to the primary dwelling (not meant for permanent occupancy) and animal or fowl shelters. This section does not include structures used to store wells, pumps, utilities or associated accessory equipment
3. There is no limit on the number of accessory structures, only limits on square footage.
4. Accessory structures can be placed in side and back yards but must adhere to setback requirements. Front yard accessory units are only allowed if they meet a 75-foot setback.

**ADDITIONAL RECOMMENDATION:**

- Replace “total ground floor area of the principal structure” with “total square footage of the principal structure”. This will allow a second floor to be counted as part of the square footage for meeting the 50% building size.
- Exempt Bonafide Agricultural Structures and add a definition to Article 4 to clearly define what an agricultural structure is - **Agriculture Structure: a non-residential building or facility located on land used for farming, designed for various purposes related to the production and storage of agricultural goods, feeds, and equipment. These structures are integral to farming operations and may include barns, silos, greenhouses and storage buildings.**

STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

ORDINANCE #2025-\_\_\_\_\_

AN ORDINANCE  
OF JASPER COUNTY COUNCIL

To Amend Article 9:6, *Accessory Structures*, of the Jasper County Zoning Ordinance, so as to remove limitations on building sizes for accessory structures in the Residential, Rural Preservation, and Resource Conservation Zoning Districts.

**WHEREAS**, the Jasper County Zoning Ordinance provides for the general purposes of guiding development in accordance with existing and future needs and promoting public health, safety, morals, convenience, order, appearance, prosperity, and general welfare; and

**WHEREAS**, Article 9:6 of the Jasper County Zoning Ordinance regulates accessory structures on all lands within Jasper County; and

**WHEREAS**, Jasper County has received several requests about increasing the maximum building sizes for accessory structures on larger lots in the rural areas, where appropriate; and

**WHEREAS**, the Jasper County Planning Commission has recommended approval by County Council to allow for increased building sizes for accessory structures depending on the lot size; and

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

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



1. Amend Article 4 to add “Agricultural Structures to the definitions to read as follows:

***Article 4, Definitions:***

**Agricultural Structure** – a non-residential building or facility located on land used for farming, designed and used exclusively for agricultural purposes, such as, housing livestock, storing farm machinery, storage of agricultural goods, feeds, and equipment. These structures are integral to farming operations and may include barns, silos, greenhouses, and equipment sheds.

2. Article 9:6, *Accessory Structures*, of the Jasper County Zoning Ordinance is hereby amended to read as follows:

***Article 9:6, Accessory Structures:***

An accessory structure is any structure over 120 square feet that supports an approved accessory use as defined in article 4.

***9:6.1. General standards.***

1. Except for accessory structures used in connection with agricultural uses or accessory dwelling units allowed by section 11:6 or 11:7, accessory structures shall not exceed 20 feet in height.
2. Accessory dwelling units and commercial accessory structures are limited to height restrictions required in article 7:5.
3. Accessory structures shall be at least ten feet from the principal structure and at least ten feet from another accessory structure. Placement may be subject to fire marshal approval.
4. No accessory structure shall occupy any part of a bufferyard.
5. No accessory structure shall occupy any part of a required setback.
6. Square footage limitations apply to the entire property and can be divided between multiple accessory structures.
7. Square footage limitations apply only to covered square footage separate from the primary use or structure.
8. Structures 120 square feet or larger require a building and zoning permit. Structures under this size must still adhere to the provisions of this section.

***9:6.2. Accessory Structures and Dwelling Units in the Residential Zoning District***

Accessory structures provide opportunities for small scale aesthetic and shade structures; functional, protected, enclosed ancillary storage and activity space; among other benefits. As subordinate facilities to a principal structure, however,



appropriate regulation is required in order to ensure compatibility of land uses, protect privacy of neighbors, ensure minimum open space and area requirements, and protect the health, safety, and welfare of the neighborhood and community.

1. One dwelling unit is allowed per lot, except as allowed by section 11:6 or 11:7. However, second floor garage apartments are considered an approved accessory structure and use.
2. Buildings accessory to single-family dwellings include non-commercial garages, barns, storerooms, open shelters, woodsheds, laundry rooms, play houses, greenhouses, hobby shops, guesthouses or pool houses built in conjunction to the primary dwelling (not meant for permanent occupancy) and animal or fowl shelters. This section does not include structures used to store wells, pumps, utilities or associated accessory equipment.
3. Accessory structures shall be allowed in side and rear yards and shall meet all setback requirements stated in article 7. Detached garages in conjunction with the primary dwelling may be located in front yards but are subject to setback requirements. All other accessory structures shall be allowed in side and rear yards.
4. For larger-lot residential designated property (over two acres), accessory structures in front yards shall be allowed but are subject to 75-foot setbacks.
5. ~~For lots that are less than 1/2 acre in size, the total square footage of an~~ accessory structure shall be limited in size to either 25 percent of the total ~~ground floor area~~ square footage of the principal structure or 800 square feet, whichever is greater.  
 For lots that are greater than 1/2 acre, the building size is limited to either 50 percent of the total square footage ~~ground floor area~~ of the principle structure or as follows, whichever is greater:  
 .51 acres – .99 acre, 1,000 square feet  
 1.0 – 1.9 acres, 1,200 square feet  
 2.0 – 2.9 acres, 1,300 square feet  
 3.0 – 3.9 acres, 1,400 square feet  
 4.0 – 4.9 acres; 1,500 square feet  
 5.0 acres, 1,600 square feet plus 100 square feet per additional acre over five acres, not to exceed 3,500 square feet.
6. Where an accessory building is erected in the side yard adjacent to a street on a corner lot, it shall not be located closer to the street than the required front yard setback distance.
7. Shipping containers cannot be used as accessory structures in the residential zoning district.
8. There is a limit to three accessory structures per residential lot.

**9:6.3. Accessory Structures in Commercial, Industrial and Community Commercial *Zoning* Districts.**

1. There is no limit on accessory structures for approved accessory uses as defined in article 4.
2. Accessory structures shall meet all setbacks as noted in article 7.

**9:6.4. Accessory Structures in Resource Conservation and Rural Preservation *Zoning* Districts**

Accessory structures provide opportunities for small scale aesthetic and shade structures; functional, protected, enclosed ancillary storage and activity space; among other benefits. As subordinate facilities to a principal structure, however, appropriate regulation is required in order to ensure compatibility of land uses, protect privacy of neighbors, ensure minimum open space and area requirements, and protect the health, safety, and welfare of the neighborhood and community.

1. **The Total square footage of an accessory-unit structure is shall be limited to the following:**
  - 1.0 – 1.9 acres, ~~1,000~~ **1,400** square feet
  - 2.0 – 2.9 acres, ~~1,250~~ **1,600** square feet
  - 3.0 – ~~4.9~~ **3.9** acres, ~~1,500~~ **1,800** square feet
  - 4.0 – 4.9 acres, 2,000 square feet**
  - 5.0 or more acres, 2,500 square feet, plus ~~250~~ **200** square feet per additional acre over five acres.
2. **Accessory structures that are used agricultural purposes as defined in Article 4 of the Jasper County Zoning Ordinance are exempt from the size limitations above.**
3. Buildings accessory to single-family dwellings include non-commercial garages, barns, storerooms, open shelters, woodsheds, laundry rooms, play houses, greenhouses, hobby shops, guesthouses or pool houses built in conjunction to the primary dwelling (not meant for permanent occupancy) and animal or fowl shelters. This section does not include structures used to store wells, pumps, utilities or associated accessory equipment
4. There is no limit on the number of accessory structures; only limits on square footage.
5. Accessory structures can be placed in side and back yards but must adhere to setback requirements. Front yard accessory units are only allowed if they meet a 75-foot setback.

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

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**Mr. John A. Kemp**  
**Chairman**

**ATTEST:**

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**Wanda Giles**  
**Clerk to Council**

**ORDINANCE 2025- \_\_\_\_\_**

**First Reading:** July 21, 2025

**Second Reading:** August 18, 2025

**Public hearing:** August 18, 2025

**Adopted:** September 2, 2025

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Considered by the Jasper County Planning Commission at its meetings on  
May 13, 2025, June 10, 2025, July 8, 2025, and August 12, 2025.

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Reviewed for form and draftsmanship by the Jasper County Attorney.

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COUNTY ATTORNEY

Date

**ALTERNATIVE 3**  
PRESENTED AT COUNTY COUNCIL MEETING  
AUGUST 18, 2025 WITH NO SIZE LIMITATIONS

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***Article 9:6, Accessory Structures:***

An accessory structure is any structure over 120 square feet that supports an approved accessory use as defined in article 4.

***9:6.1. General standards.***

1. Except for accessory structures used in connection with agricultural uses or accessory dwelling units allowed by section 11:6 or 11:7, accessory structures shall not exceed 20 feet in height.
2. Accessory dwelling units and commercial accessory structures are limited to height restrictions required in article 7.5.
3. Accessory structures shall be at least ten feet from the principal structure and at least ten feet from another accessory structure. Placement may be subject to fire marshal approval.
4. No accessory structure shall occupy any part of a bufferyard.
5. No accessory structure shall occupy any part of a required setback.
6. ~~Square footage limitations apply to the entire property and can be divided between multiple accessory structures.~~
7. ~~Square footage limitations apply only to covered square footage separate from the primary use or structure.~~
8. Structures 120 square feet or larger require a building and zoning permit. Structures under this size must still adhere to the provisions of this section.

***9:6.2. Accessory Structures and Dwelling Units in the Residential Zoning District***

Accessory structures provide opportunities for small scale aesthetic and shade structures; functional, protected, enclosed ancillary storage and activity space; among other benefits. As subordinate facilities to a principal structure, however, appropriate regulation is required in order to ensure compatibility of land uses, protect privacy of neighbors, ensure minimum open space and area requirements, and protect the health, safety, and welfare of the neighborhood and community.

1. One dwelling unit is allowed per lot, except as allowed by section 11:6 or 11:7. However, second floor garage apartments are considered an approved accessory structure and use.
2. Buildings accessory to single-family dwellings include non-commercial garages, barns, storerooms, open shelters, woodsheds, laundry rooms, play houses, greenhouses, hobby shops, guesthouses or pool houses built in conjunction to the primary dwelling (not meant for permanent occupancy) and animal or fowl shelters. This section does not include structures used to store wells, pumps, utilities or associated accessory equipment.
3. Accessory structures shall be allowed in side and rear yards and shall meet all setback requirements stated in article 7. Detached garages in conjunction with the primary dwelling may be located in front yards but are subject to setback requirements. All other accessory structures shall be allowed in side and rear yards.

### ALTERNATIVE 3

PRESENTED AT COUNTY COUNCIL MEETING  
AUGUST 18, 2025 WITH NO SIZE LIMITATIONS

4. For larger-lot residential designated property (over two acres), accessory structures in front yards shall be allowed but are subject to 75-foot setbacks.
5. ~~For lots that are less than 1/2 acre in size, the total square footage of an~~ Accessory structure shall be limited in size to either 25 percent of the total ground floor area of the principal structure or 800 square feet, whichever is greater.

~~For lots that are greater than 1/2 acre, the building size is limited to either 50 percent of the total ground floor area of the principle structure or as follows, whichever is greater:~~

~~.51 acres — .99 acre, 1,000 square feet~~

~~1.0 — 1.9 acres, 1,200 square feet~~

~~2.0 — 2.9 acres, 1,300 square feet~~

~~3.0 — 3.9 acres, 1,400 square feet~~

~~4.0 — 4.9 acres; 1,500 square feet~~

~~5.0 acres, 1,600 square feet plus 100 square feet per additional acre over five acres, not to exceed 3,500 square feet.~~

6. Where an accessory building is erected in the side yard adjacent to a street on a corner lot, it shall not be located closer to the street than the required front yard setback distance.
7. Shipping containers cannot be used as accessory structures in the residential zoning district.
8. There is a limit to three accessory structures per residential lot.

#### 9:6.3. Accessory Structures in Commercial, Industrial and Community Commercial **Zoning** Districts.

1. There is no limit on accessory structures for approved accessory uses as defined in article 4.
2. Accessory structures shall meet all setbacks as noted in article 7.

#### 9:6.4. Accessory Structures in Resource Conservation and Rural Preservation **Zoning** Districts

Accessory structures provide opportunities for small scale aesthetic and shade structures; functional, protected, enclosed ancillary storage and activity space; among other benefits. As subordinate facilities to a principal structure, however, appropriate regulation is required in order to ensure compatibility of land uses, protect privacy of neighbors, ensure minimum open space and area requirements, and protect the health, safety, and welfare of the neighborhood and community.

1. ~~The Total square footage of an accessory unit is limited to the following:~~

~~1.0 — 1.9 acres, 1,000 1,400 square feet~~

~~2.0 — 2.9 acres, 1,250 1,600 square feet~~

~~3.0 — 4.9 3.9 acres, 1,500 1,800 square feet~~

~~4.0 — 4.9 acres, 2,000 square feet~~

~~5.0 or more acres, 2,500 square feet plus 250 200 square feet per additional acre over five acres.~~

2. Buildings accessory to single-family dwellings include non-commercial garages, barns, storerooms, open shelters, woodsheds, laundry rooms, play houses, greenhouses, hobby shops,

### **ALTERNATIVE 3**

PRESENTED AT COUNTY COUNCIL MEETING  
AUGUST 18, 2025 WITH NO SIZE LIMITATIONS

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guesthouses or pool houses built in conjunction to the primary dwelling (not meant for permanent occupancy) and animal or fowl shelters. This section does not include structures used to store wells, pumps, utilities or associated accessory equipment

3. There is no limit on the number of accessory structures, ~~only limits on square footage~~.
4. Accessory structures can be placed in side and back yards but must adhere to setback requirements. Front yard accessory units are only allowed if they meet a 75-foot setback.

STATE OF SOUTH CAROLINA  
COUNTY OF JASPER

ORDINANCE #2025-\_\_\_\_

AN ORDINANCE  
OF JASPER COUNTY COUNCIL

To Amend Article 9:6, *Accessory Structures*, of the Jasper County Zoning Ordinance, so as to remove limitations on building sizes for accessory structures in the Residential, Rural Preservation, and Resource Conservation Zoning Districts.

**WHEREAS**, the Jasper County Zoning Ordinance provides for the general purposes of guiding development in accordance with existing and future needs and promoting public health, safety, morals, convenience, order, appearance, prosperity, and general welfare; and

**WHEREAS**, Article 9:6 of the Jasper County Zoning Ordinance regulates accessory structures on all lands within Jasper County; and

**WHEREAS**, Jasper County has received several requests about increasing the maximum building sizes for accessory structures on larger lots in the rural areas, where appropriate; and

**WHEREAS**, the Jasper County Planning Commission has recommended approval by County Council to allow for increased building sizes for accessory structures depending on the lot size; and

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

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



1. Article 9:6, *Accessory Structures*, of the Jasper County Zoning Ordinance is hereby amended to read as follows:

***Article 9:6, Accessory Structures:***

An accessory structure is any structure over 120 square feet that supports an approved accessory use as defined in article 4.

***9:6.1. General standards.***

1. Except for accessory structures used in connection with agricultural uses or accessory dwelling units allowed by section 11:6 or 11:7, accessory structures shall not exceed 20 feet in height.
2. Accessory dwelling units and commercial accessory structures are limited to height restrictions required in article 7:5.
3. Accessory structures shall be at least ten feet from the principal structure and at least ten feet from another accessory structure. Placement may be subject to fire marshal approval.
4. No accessory structure shall occupy any part of a bufferyard.
5. No accessory structure shall occupy any part of a required setback.
6. ~~Square footage limitations apply to the entire property and can be divided between multiple accessory structures.~~
7. ~~Square footage limitations apply only to covered square footage separate from the primary use or structure.~~
8. Structures 120 square feet or larger require a building and zoning permit. Structures under this size must still adhere to the provisions of this section.

***9:6.2. Accessory Structures and Dwelling Units in the Residential Zoning District***

Accessory structures provide opportunities for small scale aesthetic and shade structures; functional, protected, enclosed ancillary storage and activity space; among other benefits. As subordinate facilities to a principal structure, however, appropriate regulation is required in order to ensure compatibility of land uses, protect privacy of neighbors, ensure minimum open space and area requirements, and protect the health, safety, and welfare of the neighborhood and community.

1. One dwelling unit is allowed per lot, except as allowed by section 11:6 or 11:7. However, second floor garage apartments are considered an approved accessory structure and use.
2. Buildings accessory to single-family dwellings include non-commercial garages, barns, storerooms, open shelters, woodsheds, laundry rooms, play houses, greenhouses, hobby shops, guesthouses or pool houses built in conjunction to the primary dwelling (not meant for permanent occupancy) and



animal or fowl shelters. This section does not include structures used to store wells, pumps, utilities or associated accessory equipment.

3. Accessory structures shall be allowed in side and rear yards and shall meet all setback requirements stated in article 7. Detached garages in conjunction with the primary dwelling may be located in front yards but are subject to setback requirements. All other accessory structures shall be allowed in side and rear yards.
4. For larger-lot residential designated property (over two acres), accessory structures in front yards shall be allowed but are subject to 75-foot setbacks.
5. ~~For lots that are less than 1/2 acre in size, the total square footage of an accessory structure shall be limited in size to either 25 percent of the total ground floor area of the principal structure or 800 square feet, whichever is greater.~~  
~~For lots that are greater than 1/2 acre, the building size is limited to either 50 percent of the total ground floor area of the principle structure or as follows, whichever is greater:~~  
~~.51 acres—.99 acre, 1,000 square feet~~  
~~1.0—1.9 acres, 1,200 square feet~~  
~~2.0—2.9 acres, 1,300 square feet~~  
~~3.0—3.9 acres, 1,400 square feet~~  
~~4.0—4.9 acres, 1,500 square feet~~  
~~5.0 acres, 1,600 square feet plus 100 square feet per additional acre over five acres, not to exceed 3,500 square feet.~~
6. Where an accessory building is erected in the side yard adjacent to a street on a corner lot, it shall not be located closer to the street than the required front yard setback distance.
7. Shipping containers cannot be used as accessory structures in the residential zoning district.
8. There is a limit to three accessory structures per residential lot.

### **9:6.3. Accessory Structures in Commercial, Industrial and Community Commercial *Zoning* Districts.**

1. There is no limit on accessory structures for approved accessory uses as defined in article 4.
2. Accessory structures shall meet all setbacks as noted in article 7.

### **9:6.4. Accessory Structures in Resource Conservation and Rural Preservation *Zoning* Districts**

Accessory structures provide opportunities for small scale aesthetic and shade structures; functional, protected, enclosed ancillary storage and activity space;

among other benefits. As subordinate facilities to a principal structure, however, appropriate regulation is required in order to ensure compatibility of land uses, protect privacy of neighbors, ensure minimum open space and area requirements, and protect the health, safety, and welfare of the neighborhood and community.

1. ~~The Total square footage of an accessory unit is limited to the following:~~  
~~1.0 — 1.9 acres, 1,000 1,400 square feet~~  
~~2.0 — 2.9 acres, 1,250 1,600 square feet~~  
~~3.0 — 4.9 3.9 acres, 1,500 1,800 square feet~~  
~~4.0 — 4.9 acres, 2,000 square feet~~  
~~5.0 or more acres, 2,000 2,500 square feet plus 250 200 square feet per additional acre over five acres.~~
2. Buildings accessory to single-family dwellings include non-commercial garages, barns, storerooms, open shelters, woodsheds, laundry rooms, play houses, greenhouses, hobby shops, guesthouses or pool houses built in conjunction to the primary dwelling (not meant for permanent occupancy) and animal or fowl shelters. This section does not include structures used to store wells, pumps, utilities or associated accessory equipment
3. There is no limit on the number of accessory structures, ~~only limits on square footage.~~
4. Accessory structures can be placed in side and back yards but must adhere to setback requirements. Front yard accessory units are only allowed if they meet a 75-foot setback.

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

---

**Mr. John A. Kemp**  
**Chairman**

**ATTEST:**

---

**Wanda Giles**  
**Clerk to Council**

**ORDINANCE 2025- \_\_\_\_\_**

**First Reading: July 21, 2025**

**Second Reading: August 18, 2025**

**Public hearing:** August 18, 2025

**Adopted:** September 2, 2025

---

Considered by the Jasper County Planning Commission at its meetings on  
May 13, 2025, June 10, 2025, July 8, 2025, and August 12, 2025.

---

Reviewed for form and draftsmanship by the Jasper County Attorney.

---

COUNTY ATTORNEY

Date

# AGENDA

## ITEM # 10



## 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>   | September 2, 2025                                             |
| <b>Project:</b>        | Zoning Map Amendment – General Commercial                     |
| <b>Applicant:</b>      | Brian Manning                                                 |
| <b>Tax Map Number:</b> | 080-03-00-019                                                 |
| <b>Submitted For:</b>  | 3 <sup>rd</sup> Reading                                       |
| <b>Recommendation:</b> | Planning Commission recommends approval of General Commercial |

**Description:** This is a zoning map amendment request to have a property designated as General Commercial. The subject property consists of .96 acres and is located at 139 Hartwell Avenue. The property is currently zoned Mixed Business and is part of a commercial subdivision known as Argent Business Park. The property is developed with a commercial building that was built for flex space. The end user intends to use the space as an event center, which is not allowed in Mixed Business. However, an event center is allowed in General Commercial. The property was originally zoned General Commercial, and the zoning was changed to Mixed Business at the end of 2016.

This proposed ordinance was tabled at the April 21, 2025 Council Meeting until additional information could be provided. There were concerns about whether or not there is enough parking for an event center. A parking plan has been provided. There is a total of 35 spaces provided, which meets the County's Zoning Ordinance. The parking area behind the building has been properly delineated and striped. As far as the number of people that may attend events at the event center depends on the type of events. Special events will typically take place on weekend nights when the other businesses are closed. In accordance with the International Building Code, the occupant load based on square footage is a maximum of 196 people.

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

- ***Comprehensive Plan:*** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as a Commercial Node, which is appropriate for businesses, offices, retail, and multi-family use.
- ***Adjacent Zoning:*** The adjacent parcels are zoned General Commercial, Mixed Business and Rural Preservation.
- ***Adjacent Land Use:*** Adjacent land uses are commercial development and vacant property. Multi-family apartments are nearby.
- ***Traffic and Access:*** The subject property is accessed by Hartwell Avenue, which is a privately maintained road serving Argent Business Park. Hartwell Avenue is located off of Argent Blvd, which is a minor arterial road and is maintained by the state.

**Recommendation:** The Planning Commission reviewed this application at their meeting on February 11, 2025 and recommends approval to have the property designated as General Commercial.

**Attachments:**

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

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE: O-2025-07**

**AN ORDINANCE**

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 139 Hartwell Avenue, bearing Jasper County Tax Map Number 080-03-00-019 from the Mixed Business Zoning District to the General Commercial Zoning District on the Jasper County Official Zoning Map.

**WHEREAS**, the owner of a parcel bearing Jasper County Tax Map Number 080-03-00-019 consisting of approximately .96 acres, located at 139 Hartwell Avenue, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Mixed Business Zoning District to the General Commercial Zoning District and that request has been submitted to the Jasper County Planning Commission and County Council; and

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

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having

been shown, approximately .96 acres bearing Jasper County Tax Map Number 080-03-00-019, located at 139 Hartwell Avenue on the Jasper County Official Zoning Map in the Mixed Business Zoning District shall be transferred to the General Commercial Zoning District.

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

---

**John A. Kemp**  
**Chairman**

**ATTEST:**

---

**Wanda Giles**  
**Clerk to Council**

**ORDINANCE: # O-2025-07**

**First Reading:** March 3, 2025  
**Second Reading:** March 17, 2025  
**Public Hearing:** March 17, 2025  
**Adopted:** September 2, 2025

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Considered by the Jasper County Planning Commission at it's meeting on  
February 11, 2025 and recommended for approval.

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Reviewed for form and draftsmanship by the Jasper County Attorney.

---

**County Attorney**

---

**Date**





## Jasper County Planning Department

358 Third Avenue - Post Office Box 1659  
Kidgeland, South Carolina 29936  
Phone: (843) 717-3650 Fax: (843) 726-7717

### Zoning Map Amendment Application

|                                                                       |                                             |
|-----------------------------------------------------------------------|---------------------------------------------|
| Owner or Owner-Authorized Applicant:                                  | Brian Manning                               |
| Address:                                                              | 139 Hartwell Ave                            |
| Telephone:                                                            | 843-304-4173                                |
| Email:                                                                | brianmanning64@gmail.com                    |
| Property Address or Physical Location:                                | 139 Hartwell Ave                            |
| Tax Map Number(s)                                                     | 080-03-00-019                               |
| Gross Acreage:                                                        | 0.96                                        |
| Current Zoning                                                        | MB                                          |
| Proposed Zoning:                                                      | GC                                          |
| Administrative Fee:<br>(\$300 per lot) except for<br>PDD applications |                                             |
| Date Mailed or Hand<br>Delivered:                                     |                                             |
| Reason for Request:<br>(attach narrative if<br>necessary)             | Banquet Hall / OFFICE SPACE<br>(No Kitchen) |

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

12-30-2025

Date

#### Internal Use Only

|                  |            |
|------------------|------------|
| Date Received:   | 12-30-2025 |
| Amount Received: | 300.00     |
| Staff Member:    | LW         |



SEAL

CALIFORNIA LABOR  
139 HARTWELL AVE  
MIDDELAND, CA 95934

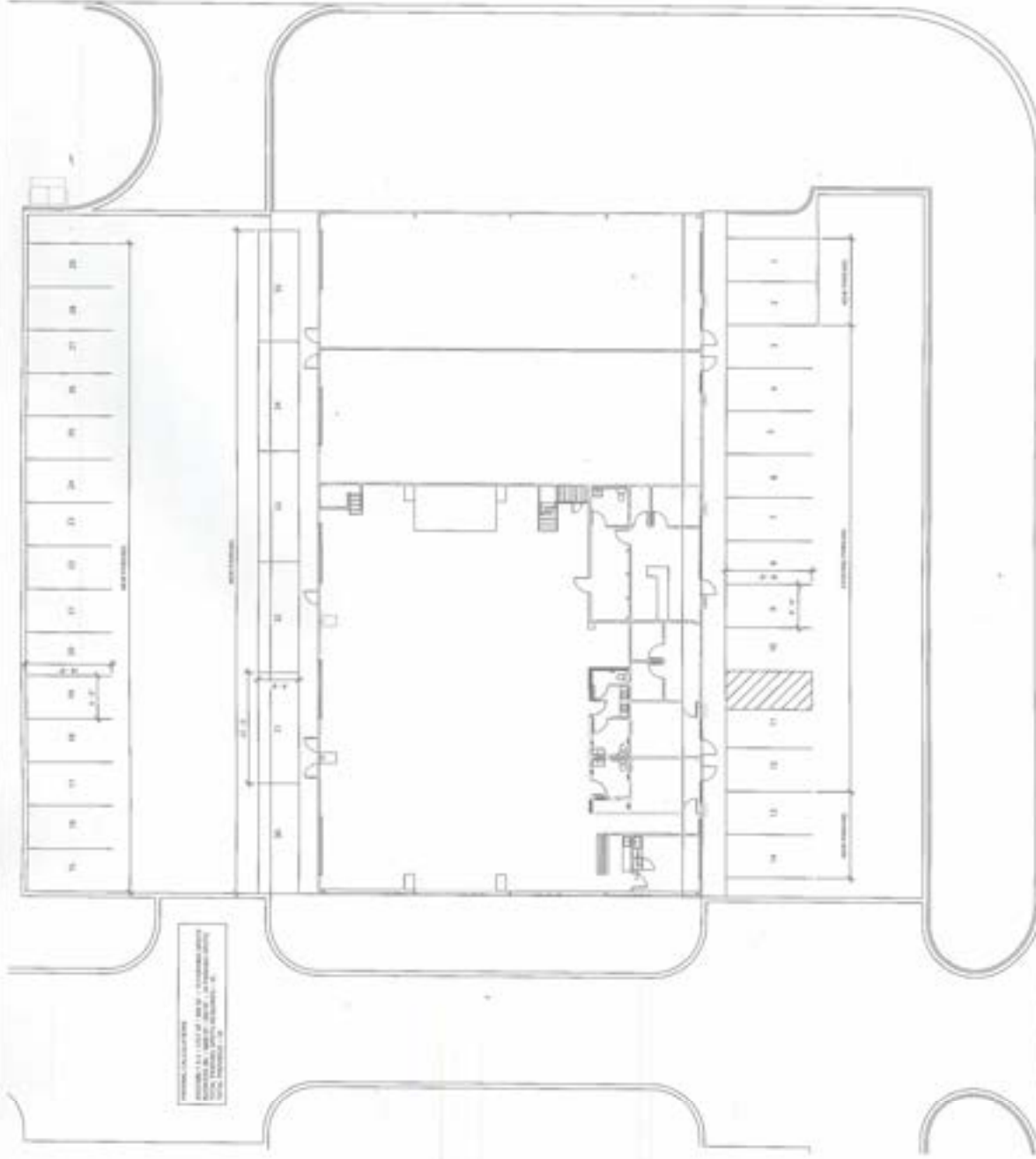
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S100

PAVING PLAN

MEMORIAL AVENUE 50' R/W



HARTWELL ROAD 50' R/W

0-1/16"











AGENDA

ITEM # 11

## **ORDINANCE No. O-2025-25**

**AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDED AND RESTATED FEE-IN-LIEU OF TAX AGREEMENTS BY AND BETWEEN CP HARDEEVILLE, LLC, CPH PARCEL A OWNER, LLC, CPH PARCEL B OWNER, LLC, CPH PARCEL C OWNER, LLC, AND JASPER COUNTY, SOUTH CAROLINA WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, Jasper County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “FILOT Act”), to designate real and tangible personal property as “economic development property” and to enter into an arrangement which provides for payments-in-lieu of taxes (“FILOT Payments”) for a project qualifying under the FILOT Act; and

**WHEREAS**, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (collectively, the “the MCIP Act”) to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their FILOT Payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of Jasper County (“Infrastructure Improvements”); and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such investors and facilitate the grant of special source or infrastructure improvement credits; and

**WHEREAS**, pursuant to the FILOT Act, the County entered into that certain Fee Agreement dated February 22, 2022 (the “Fee Agreement”) with CP Hardeeville, LLC, a Delaware limited liability (the “Company”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute new speculative facilities in the County for industrial users (collectively, the “Project”); and

**WHEREAS**, the Company and the County desire to amend and restate the Fee Agreement to allocate the Investment Commitment (as defined therein) across various parcels, update the property description for the Land (as defined therein), and increase the special source credits provided for a portion of the property; and

**WHEREAS**, the Company has caused to be prepared and presented to the County Council Amended and Restated Fee Agreements (the “Amended Fee Agreements”), the forms of which are before the County Council at this meeting and attached to this Ordinance which the County proposes to execute and deliver; and

**WHEREAS**, it appears that the Amended Fee Agreements above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. The form, terms and provisions of the Amended Fee Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Amended Fee Agreements were set out in this Ordinance in its entirety.

Section 2. The Chair of County Council (“Chair”) is authorized and directed to execute the Amended Fee Agreements in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Amended Fee Agreements and to deliver the Amended Fee Agreements to the Company.

Section 3. 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.

Section 4. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 5. This Ordinance shall become effective immediately upon approval following its third reading by the County Council.

Section 6. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

***[Signature Page to Follow]***

**ENACTED** in meeting duly assembled this 2nd day of September, 2025.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

By:

\_\_\_\_\_  
John Kemp  
Chair of County Council  
Jasper County, South Carolina

ATTEST:

By:

\_\_\_\_\_  
Wanda H. Giles  
Clerk to County Council  
Jasper County, South Carolina

First Reading: July 21, 2025  
Second Reading: August 18, 2025  
Public Hearing: September 2, 2025  
Third Reading: September 2, 2025



---

AMENDED AND RESTATED  
FEE AGREEMENT

by and among

CP HARDEEVILLE, LLC,  
CPH PARCEL A OWNER, LLC

and

JASPER COUNTY, SOUTH CAROLINA

Amended and Restated as of September 2, 2025  
Original Fee Agreement dated as of February 22, 2022

---

Pertaining to Parcel A, TMS# 038-00-04-061

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## AMENDED AND RESTATED FEE AGREEMENT

This AMENDED AND RESTATED FEE AGREEMENT (this “Agreement”) is dated as of September 2, 2025, by and between CP Hardeeville, LLC, a Delaware limited liability company (the “Company”), CPH Parcel A Owner, LLC, a Delaware limited liability company (the “Sponsor Affiliate”), and Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”) and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the “Multi-County Park Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the workforce, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a “FILOT”); (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and (iv) permit investors to claim special source credits against FILOT payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, pursuant to Ordinance 2021-29, adopted on February 22, 2022, the County Council authorized the County to execute that certain Fee Agreement by and between the Company and the County dated February 22, 2022 (the “Original Fee Agreement”);

WHEREAS, pursuant to Resolution 2023-15, which was approved on September 7, 2023, the County Council approved a revised legal description for the Original Fee Agreement, which included the legal description for Parcel A (as defined herein);

WHEREAS, on March 18, 2024, the Company entered into an Appointment of Sponsor Affiliates appointing CPH Parcel A Owner, LLC as a Sponsor Affiliate under the Original Fee Agreement;

WHEREAS, the Company anticipates that the Project will result in an investment of Nineteen Million Dollars (\$19,000,000.00) in the County;

WHEREAS, for the Project, the parties have also determined that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act;

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth; and

WHEREAS, by enactment of an ordinance on September 2, 2025, the County Council has authorized the County to amend and restate the Original Fee Agreement which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company and Sponsor Affiliate to the County, the receipt and sufficiency of which are hereby acknowledged, the County, the Company and the Sponsor Affiliate agree as follows:

## ARTICLE I

### DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County, Company and Sponsor Affiliate agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement:

1. Legal name of each initial party to this Agreement:

CP Hardeeville, LLC, a Delaware limited liability company  
CPH Parcel A Owner, LLC, a Delaware limited liability company  
Jasper County, South Carolina

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

See Exhibit A

3. Minimum investment agreed upon: \$19,000,000

4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period

5. Investment Period: eight (8) years

6. Assessment ratio applicable for each year of this Agreement: 6%

7. Millage rate applicable for each year of this Agreement: 457.0 mills

8. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.
9. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.
10. Statements
  - (a) The Project is located in the Jasper/Hampton County multi-county industrial/business park (Monroe Tract Park);
  - (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
  - (c) Special Source Revenue Credits will be provided in an amount of forty percent (40%) of FILOT payments for each year of the Term.
  - (c) Payment will not be modified using a net present value calculation; and
  - (d) Replacement property provisions will apply.
11. Any other feature or aspect of this Agreement which may affect the calculation of items (8) and (9) of this summary. None.
12. Description of the effect upon the schedules required by items (8) and (9) of this summary of any feature covered by items (10) and (11) not reflected in the schedules for items (8) and (9): Waived by the County and the Company.
13. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expense*” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

“*Affiliate*” shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management

and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Amended and Restated Fee Agreement by and among the County, the Company and the Sponsor Affiliate, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of September 2, 2025.

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 6.02 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Commencement Date*” shall mean the last day of the property tax year during which the Project or any portion thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Agreement.

“*Company*” shall mean CP Hardeeville, LLC, a Delaware limited liability company, and its successors and assigns.

“*Confidential Information*” shall have the meaning set forth in Section 4.02(c) hereof.

“*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.

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, if any, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall have the meaning set forth in Section 11.01 hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (i) property acquired or constructed by the Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (ii) modifications which constitute an expansion of Existing Property; or (iii) property described in Section 12-44-110 of the Code to the extent that the Company and any Co-Investors invest at least an additional Forty-Five Million Dollars (\$45,000,000.00) in the Project.

“*FILOT*” shall mean the fee-in-lieu of taxes, which the Company are obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by the Company or any Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01 hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Investment Commitment*” shall mean the agreement of the Company and any other Co-Investors to make investments with respect to the Project as set forth in Sections 2.02(d) and 4.01 of this Agreement.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is eight (8) years from the Commencement Date (which Investment Period represents a five-year investment period, plus an additional three (3) years that the County has hereby granted pursuant to the Act).

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included as part of Exhibit A as provided in Section 4.03(i), and the Company shall deliver to the County an updated Exhibit A to reflect such addition.

“*Multi-County Park*” shall mean the multi-county industrial/business park established pursuant to that certain Agreement for the Establishment of Multi-County Industrial/Business Park, by and between the County and Hampton County, South Carolina (as amended, modified, supplemented or replaced from time to time).

“*Multi-County Park Act*” shall have the meaning set forth in the recitals hereto.

“*Negotiated FILOT*” shall have the meaning set forth in Section 5.01(b)(ii) hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.



“*Non-Qualifying Property*” shall mean that portion of the Project, if any, consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

“*Original Fee Agreement*” shall have the meaning set forth in the recitals hereto.

“*Parcel A*” shall mean that parcel upon which the Project is to be located, as described in Exhibit A attached hereto.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean, collectively herein, the Land and buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Company or any Co-Investor, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

“*Project Millage Rate*” shall mean a millage rate of 457.0 mills.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be.

“*Released Property*” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(c) hereof and Section 12-44-60 of the Code.

“*Special Source Revenue Credits*” shall mean the special source credits provided pursuant to Section 5.01(d) hereof.

“*Sponsor*” shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

“*Sponsor Affiliate*” shall have the meaning set forth in Section 12-44-30(20) of the Code. As of the date of this Agreement, CPH Parcel A Owner, LLC is the only Sponsor Affiliate.

“*State*” shall mean the State of South Carolina.

“Term” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

## REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained: 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.

(b) The County, based on representations of the Company, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its commercially reasonable efforts to continue to cause the Land to be located within the Multi-County Park, and the County will take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company, validly existing and in good standing under the laws of Delaware and authorized to do business in the State; has all

requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to an investment, collectively with any Co-Investors, of at least Nineteen Million Dollars (\$19,000,000) (the “Project Commitment”) in Economic Development Property by the end of the eight-year Investment Period. The investment amount shall not include any amount paid by the Company for real estate improvements on the Land placed in service as of the date of this Agreement. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending December 31.

(f) No event has occurred and no condition currently exists with respect to the Company, which would constitute a default or an Event of Default as defined herein.

(g) This Agreement is a legal, valid, and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such terms may be limited by laws affecting creditors’ rights generally.

Section 2.03. Representations and Warranties by the Sponsor Affiliate. The Sponsor Affiliate makes the following representations and warranties as the basis for the undertakings on its part herein contained: The Sponsor Affiliate is a limited liability company, validly existing and in good standing under the laws of Delaware and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Sponsor Affiliate to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Sponsor Affiliate are pending or threatened against or affecting the Sponsor Affiliate in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) The income tax year of the Sponsor Affiliate, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending December 31.

(e) No event has occurred and no condition currently exists with respect to the Sponsor Affiliate, which would constitute a default or an Event of Default as defined herein.

(f) This Agreement is a legal, valid, and binding obligation of the Sponsor Affiliate enforceable against the Sponsor Affiliate in accordance with its terms, except as such terms may be limited by laws affecting creditors' rights generally.

### ARTICLE III

#### UNDERTAKINGS OF THE COUNTY

##### Section 3.01 Agreement to Accept FILOT Payments; Rollback Taxes.

(a) The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

(b) The County hereby acknowledges and agrees that, pursuant to Section 12-43-220(d)(6) of the Act, no Economic Development Property shall be subject to rollback taxes. The County further covenants, to the extent allowed by law, that any portion of the Land that has not been developed by the Company (or by any Co-Investors) shall continue to be assessed using the agricultural assessment ratio until such Land is developed, so long as such property lawfully qualifies for such assessment ratio.

Section 3.02 No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03 Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect

such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (ii) to enjoy all allowable depreciation; and (iii) to receive other tax credits which would be due if the Company or any Co-Investor were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor. In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04 Multi-County Park Status. The County agrees to use its commercially reasonable efforts to maintain the Land in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Land from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its commercially reasonable efforts to place the Land in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

## ARTICLE IV

### UNDERTAKINGS OF THE COMPANY

Section 4.01. Investment by Company in Project. For the Project, the Company agrees to invest, collectively with any Co-Investors, at least Nineteen Million Dollars (\$19,000,000.00) in Economic Development Property by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitments made in this Section. Reporting and Filing. The Company provided a copy of Form PT-443 filed with the Department of Revenue to the County Auditor, the County Economic Development Director, the County Attorney, the County Administrator and the County Assessor of the County and the County Auditor and the County Assessor of Hampton County as required under the Original Fee Agreement on April 4, 2022. Each year during the Term of this Agreement, the Company shall deliver to the County Auditor, the County Economic Development Director, the County Attorney, the County Assessor, the County Administrator and the County Treasurer, a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later

than thirty (30) days following delivery thereof to the Department of Revenue. The Company acknowledges that the terms of the Act provide that to the extent requested, the Jasper County Auditor shall make such forms and returns available to the County Auditor of Hampton County. The Company agrees to provide the County with written notice of any failure to comply with the reporting requirements set forth in this Section.

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. The Company acknowledges that the County is subject to the provisions of the South Carolina Freedom of Information Act. The County acknowledges that information the Company may hereafter provide to the County and which is clearly identified as Confidential Information may be deemed by the Company to be confidential and proprietary. To the extent that the Company clearly identifies information as Confidential Information, the County agrees to maintain the confidentiality of such Confidential Information and will, to the extent permitted by law (including, specifically, the South Carolina Freedom of Information Act), decline to honor any request for release of the Confidential Information so designated to persons other than the Company and its designated officers and representatives. In the event that the County is required by law to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with prompt advance notice of such requirement before making such disclosure. In the event an action at law or equity is brought against the County to require the disclosure of any Confidential Information that the Company identified as Confidential Information, the County reserves the right to include the Company in such action, and the Company hereby agrees to bear the reasonable costs associated with defending the County in such action, including payment of any judgment against the County for attorneys' fees or other liabilities related to such action.

Section 4.03. Modification of Project. As long as no Event of Default exists hereunder, the Company and any Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following: The Company and each other Co-Investor may, at its own expense, add to the Project Land or any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(b) In any instance where the Company or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project,

the Company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(c) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

## ARTICLE V

### PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes. In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each Property Tax Year shall equal:

(i) With respect to any portion of the Project consisting of Non-Qualifying Property, if any, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a “Negotiated FILOT”).

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) for (A) any real property component of the Economic Development Property constructed or purchased in an arm’s length transaction determined by Department of Revenue using the original income tax basis for South Carolina income tax purposes without regard to depreciation, otherwise the real property must be reported at the fair market value for ad valorem property taxes as determined by appraisal, with the fair market value estimate established for the first year of the Negotiated FILOT Payments with respect to such property remaining the fair market value of such real property for the entire Term hereof, and (B) the personal property component of the Economic Development Property determined by Department of Revenue using the original

tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (ii) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement; and (iii) an assessment ratio of 6%. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be provided in the amount of forty percent (40%) of each annual FILOT Payment, for each year of the Term. Such Special Source Revenue Credits shall be applied automatically and reflected on each year's property tax bill provided to the Company.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company or any Co-Investor elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon the Company's or any Co-Investor's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is



placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code upon terms and conditions (including evidence acceptable to the County that the Project is free from environmental contamination and mutually agreeable environmental indemnifications and warranties by the Company) acceptable to the County and the Company. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company shall be entitled, to the extent permitted by law: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (ii) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by the Company does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Investment Period. If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be

pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(j) In the event that the Company fails to meet and maintain the Project Commitment by and through the end of the Investment Period as provided herein (without regard to any subsequent extensions thereof), the Company shall be obligated to repay a prorated portion of the Special Source Revenue Credits provided under Section 5.01(d) hereof theretofore received by the Company with respect to the qualifying property, and the amount of Special Source Revenue Credits provided to the Company thereafter shall be so reduced with such prorated portion to be calculated by determining the achievement percentage of the Project Commitment as of the last day of the Investment Period.

(k) For example, and by way of example only, if the Company invested \$16,150,000 as of the last day of the Investment Period, the Company would have met 85% of the Project Commitment and would be obligated to repay 15% of the Special Source Revenue Credits provided under Section 5.01(d) hereof, and the amount of Special Source Revenue Credits provided to the Company thereafter would be reduced by 15%. Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of Sections 5.01(i) hereof shall be paid within ninety (90) days, following written notice thereof from the County to the Company or Co-Investor, as applicable.

(l) The Company agrees to make FILOT Payments with respect to the Economic Development Property that it owns for each Property Tax Year during the term hereof beginning with the Property Tax Year following the year the applicable Economic Development Property is first placed in service. The FILOT Payments shall be made to the Jasper County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Economic Development Property, with the first payment being due on the first date following the delivery of this Agreement when, but for this Agreement, such taxes would have been paid with respect to the Economic Development Property.

(m) To the extent required by Section 4-29-68(A)(2)(ii) of the Code, if the Company claims Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the FILOT Payments due from the Company on such personal property for the year in which the personal property was removed from the Project also shall be due for the two (2) years following such removal.

(n) The Company agrees to provide or cause to be provided all funding for the costs of acquisition, construction, and installation of Infrastructure Improvements (as defined in the Act) for which reimbursement is being provided by the Special Source Revenue Credits. In accordance with the Act, such Special Source Revenue Credits shall not, in the aggregate, exceed the aggregate cost of the Infrastructure Improvements funded from time to time by the Company.

(o) The County and the Company acknowledge and agree that any obligation which the County may incur for the payment of money as a result of the transactions described in the herein, including providing the Special Source Revenue Credits, shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under this Agreement.

## ARTICLE VI

### PAYMENTS BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code. The Company expressly acknowledges that in the event of its failure to make the required FILOT Payments when due, that the County is only required to give notice thereof in accordance with the Section 12-44-90 of the Code, and that no further notice is required hereunder in order to enforce the remedies set forth in this Section 6.01, including any notices of default set forth in Article XI hereof. The County's right to receive FILOT Payments shall have a first priority lien status pursuant to Section 12-44-90 of the Code and Chapters 4 and 54 of Title 12 of Code of Laws of South Carolina 1976, as amended.

### CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

### PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Indemnification. The Company releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Company's performance of its obligations pursuant to this Agreement, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party, or by a breach of this Agreement by the County. The Company further

agrees to indemnify and hold harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so, by the Company, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.03. Sponsors and Sponsor Affiliates. The Company may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-Investors and

make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate or other Persons described in Section 9.01 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act are subject to approval in accordance with Section 12-44-130(D) of the Act. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000.00, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 in accordance with Section 12-44-130(C) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

Section 8.04. Compliance with GASB 77. The Company agrees annually to prepare Form SC DOR PT-300G (Schedule G – Fee in Lieu of Tax Supplemental) with respect to the Project, even if the Company is not required to file such form with the Department of Revenue, and provide a copy to the County not later than June 30 of each year of the Term of this Agreement in order to assist the County in complying with Statement No. 77 of the Governmental Accounting Standards Board known as “GASB 77.” The Company agrees further to cooperate with the County in providing reasonably requested information regarding the Project in order to assist the County in complying with GASB 77.

## FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and any Co-Investor may at any time: (a) assign or transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any assignment or transfer to any Affiliate of the Company or such Co-Investor, or transfers pursuant to clause (b) above, including, for the avoidance of doubt, any assignment or transfer to any entity that assumes from the Company the purchase agreement with respect to the Land (as to which such transfers the County hereby consents), the Company or such Co-Investor shall first obtain the prior written approval or subsequent ratification of the County, in the County’s sole discretion, and evidenced, to the extent allowed by law, by a Resolution of County Council or a writing signed by an officer of the County; (ii) the Company or the applicable Co-Investor, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iii) the Company or the applicable Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes.

## ARTICLE X

### TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. This Agreement has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement. Termination.

(a) The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Company's investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in the Project, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(i) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

(b) This Agreement will automatically terminate as provided in Section 12-44-140(B) of the Act in the event the investment requirements at the Project set forth in Section 12-44-140(B) of the Act are not satisfied.

(c) The FILOT incentive with respect to any Sponsor or Sponsor Affiliate will automatically terminate as provided in Section 12-44-140(C) of the Act in the event such Sponsor or Sponsor Affiliate no longer has the statutory minimum level of investment at the Project.

(d) This Agreement will terminate in whole or in part in the event the Company or any other Co-Investor removes real or personal property from the Negotiated FILOT pursuant to Section 4.03(iii) hereof (with such termination effective solely with respect to such removed property).

(e) This Agreement will automatically terminate as provided in Section 5.01(i) hereof.

(f) This Agreement will terminate in whole or in part in the event of casualty or condemnation at the Project and the FILOT is abated pursuant to Section 7.01 hereof (with such termination effective solely with respect to the property subject to such casualty or condemnation).

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

#### Section 11.01. Events of Default by Company.

(a) Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default (but solely with respect to the defaulting entity):

(1) if default shall be made in the due and punctual payment of any FILOT Payments,

(2) if default shall be made in the due and punctual payment of any indemnification payments or Administration Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(3) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraphs (1) and (2), and such default shall continue for sixty (60) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (3) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

(4) if any material representation or warranty on the part of the Company or any Co-Investor made herein (including representations regarding the capital investment resulting from the Project), or in any report, certificate, financial or other statement furnished in connection with this Agreement or the transactions described in this Agreement shall have been false or misleading in any material respect.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this

Agreement, and the County's sole recourse for failure to meet the Investment Requirement shall be as set forth in Section 5.01 hereof.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default by Company (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein; or

(b) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

Section 11.04. No Additional Waiver Implied by One Waiver. In the event any warranty, covenant, or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 11.05. Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder by the Company or any Co-Investor or Sponsor Affiliate, if the County employs attorneys or incurs other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

## ARTICLE XII

### MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted



hereunder.Administration Expenses. The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses. The Administration Expenses reimbursable to the County pursuant to this Agreement for the initial drafting and negotiation of this Agreement and related documentation shall not exceed Five Thousand Dollars (\$5,000.00).Section 12.04 Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.05. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.As to the County:

Jasper County  
Attn: Jasper County Administrator  
358 Third Avenue  
Ridgeland, South Carolina 29936

with a copy (which shall not constitute notice) to:

Jasper County  
Attn: Jasper County Attorney  
358 Third Avenue  
Ridgeland, South Carolina 29936

(b) As to the Company:

CP Hardeeville, LLC  
c/o Clarius Partners, LLC  
Attn: Craig Danegger  
200 W. Madison St., Suite 1625  
Chicago, Illinois 60606

With a copy to (which shall not constitute notice):

Stephanie Yarbrough  
c/o Olasimbo Akinfeleye  
1251 Avenue of the Americas  
New York, New York 10020-1104

(c) As to the Sponsor Affiliate:

CPH Parcel A Owner, LLC  
c/o Clarius Partners, LLC  
Attn: Craig Dannegger  
200 W. Madison St., Suite 1625  
Chicago, Illinois 60606

With a copy to (which shall not constitute notice):

Stephanie Yarbrough  
c/o Olasimbo Akinfeleye  
1251 Avenue of the Americas  
New York, New York 10020-1104

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.08. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof. Headings and Table of Contents; Reference. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.11. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council.

Section 12.12. 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 12.13. Force Majeure. Except with respect to (i) the obligation to invest at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Economic Development Property by the end of the Investment Period; and (ii) the payment obligations with respect to FILOT Payments, the Administrative Expenses and indemnification of the Indemnified Parties hereunder, the Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight

embargoes, labor shortages, fire, floods, inability to obtain materials, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

***/SIGNATURE PAGE TO FOLLOW/***

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and behalf by the Council Chair and to be attested by the Clerk to Council; the Company has caused this Agreement to be executed by its duly authorized officer; and the Sponsor Affiliate has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
John A. Kemp  
Chair of County Council  
Jasper County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Wanda Simmons-Giles  
Clerk to County Council  
Jasper County, South Carolina

WITNESS:

\_\_\_\_\_  
Witness #1 Signs Here

\_\_\_\_\_  
Witness #2 Signs Here

STATE OF SOUTH CAROLINA        )  
                                                  ) ss.  
COUNTY OF JASPER                )

I HEREBY CERTIFY, that on this \_\_\_\_ day of September, 2025, before me, the undersigned Notary Public of the State of South Carolina, personally appeared John A. Kemp who acknowledged himself to be the Chair of Jasper County Council (the "*County*"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as duly authorized to sign for the County.

\_\_\_\_\_  
Notary Public in and for said County and State

(SEAL)

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

My Commission expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

**CP HARDEEVILLE LLC:**

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

Its:

\_\_\_\_\_  
Witness #1 Signs Here

\_\_\_\_\_  
Witness #2 Signs Here

STATE OF SOUTH CAROLINA        )  
                                                      ) ss.  
COUNTY OF CHARLESTON        )

TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of September, 2025, before me, the undersigned Notary Public of the State of South Carolina, personally appeared [X] who acknowledged himself to be the Authorized Signatory of [X], the sole member of [], the managing member of [], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as duly authorized to sign for the Declarant.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public in and for said County and State

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

(SEAL)

My Commission expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

**CPH PARCEL A OWNER LLC:**

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

\_\_\_\_\_  
Witness #1 Signs Here

\_\_\_\_\_  
Witness #2 Signs Here

STATE OF SOUTH CAROLINA        )  
                                                  ) ss.  
COUNTY OF CHARLESTON        )

TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of September, 2025, before me, the undersigned Notary Public of the State of South Carolina, personally appeared [X] who acknowledged himself to be the Authorized Signatory of [X], the sole member of [], the managing member of [] (the “*Company*”), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as duly authorized to sign for the Declarant.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public in and for said County and State

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

(SEAL)

My Commission expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

## **EXHIBIT A**

Land

**PIN 038-00-04-061**

**PARCEL A - CLARIUS PARK HARDEEVILLE**

**11.714 ACRES**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN JASPER COUNTY, STATE OF SOUTH CAROLINA, BEING SHOWN AND DEPICTED ON THAT "RECOMBINATION & SUBDIVISION OF 'AREA 1' OF THE MONROE TRACT AND 'PARCEL A' OF THE KENNY HEYWORD ESTATE TRACT" AS "PARCEL A", PREPARED FOR CP HARDEEVILLE, LLC, BY THOMAS & HUTTON, DATED AUGUST 2, 2022, RECORDED IN PLAT BOOK 38, PAGE 537, JASPER COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT A 5/8" IRON REBAR LOCATED AT NORTH ATLANTIC DATUM 1983 (NAD83), SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH 134,948.897 FEET AND EAST 1,979,457 FEET; THENCE N 41°43'19" W A DISTANCE OF 39.86 FEET TO A 5/8" IRON REBAR; THENCE N 04°33'23" E A DISTANCE OF 9.59 FEET TO A 5/8" IRON REBAR; THENCE 27.75 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 305.50 FEET, A CHORD BEARING OF N 01°57'13" E AND A CHORD DISTANCE OF 27.74 FEET TO A 5/8" IRON REBAR; THENCE N 01°59'59" E A DISTANCE OF 809.27 FEET TO A 5/8" IRON REBAR; THENCE N 09°08'58" E A DISTANCE OF 53.46 FEET TO A 5/8" IRON REBAR; THENCE S 87°54'49" E A DISTANCE OF 454.13 FEET TO A 5/8" IRON REBAR; THENCE S 49°04'56" E A DISTANCE OF 161.75 FEET TO A 5/8" IRON REBAR; THENCE S 01°59'59" W A DISTANCE OF 244.27 FEET TO A 5/8" IRON REBAR; THENCE N 87°59'43" W A DISTANCE OF 46.52 FEET TO A 5/8" IRON REBAR; THENCE S 01°59'59" W A DISTANCE OF 566.89 FEET TO A 5/8" IRON REBAR; THENCE S 46°59'59" W A DISTANCE OF 21.21 FEET TO A 5/8" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 497.96 FEET TO A 5/8" IRON REBAR ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 510,276 SQUARE FEET OR 11.714 ACRES OF LAND.

---

AMENDED AND RESTATED  
FEE AGREEMENT

by and among

CP HARDEEVILLE, LLC,  
CPH PARCEL B OWNER, LLC

and

JASPER COUNTY, SOUTH CAROLINA

Amended and Restated as of September 2, 2025  
Original Fee Agreement dated as of February 22, 2022

---

Pertaining to Parcel B, TMS# 038-00-04-062



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## AMENDED AND RESTATED FEE AGREEMENT

This AMENDED AND RESTATED FEE AGREEMENT (this “Agreement”) is dated as of September 2, 2025, by and between CP Hardeeville, LLC, a Delaware limited liability company (the “Company”), CPH Parcel B Owner, LLC, a Delaware limited liability company (the “Sponsor Affiliate”), and Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”) and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the “Multi-County Park Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the workforce, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a “FILOT”); (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and (iv) permit investors to claim special source credits against FILOT payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, pursuant to Ordinance 2021-29 adopted on February 22, 2022, the County Council authorized the County to execute that certain Fee Agreement with the Company dated February 22, 2022 (the “Original Fee Agreement”);

WHEREAS, pursuant to Resolution 2023-15, which was approved on September 7, 2023, the County Council approved a revised legal description for the Original Fee Agreement, which included the legal description for Parcel B (as defined herein);

WHEREAS, on March 18, 2024, the Company entered into an Appointment of Sponsor Affiliates appointing CPH Parcel B Owner, LLC as a Sponsor Affiliate under the Original Fee Agreement;

WHEREAS, the Company anticipates that the Project will result in an investment of Eleven Million Two Hundred and Fifty Thousand Dollars (\$11,250,000.00) in the County;

WHEREAS, for the Project, the parties have also determined that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act;

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth; and

WHEREAS, by enactment of an ordinance on September 2, 2025 the County Council has authorized the County to amend and restate the Original Fee Agreement which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company and the Sponsor Affiliate to the County, the receipt and sufficiency of which are hereby acknowledged, the County, the Company, and the Sponsor Affiliate agree as follows:

## ARTICLE I

### DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County, the Company and the Sponsor Affiliate agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement:

1. Legal name of each initial party to this Agreement:

CP Hardeeville, LLC, a Delaware limited liability company  
CPH Parcel B Owner, LLC, a Delaware limited liability company  
Jasper County, South Carolina

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

See Exhibit A

3. Minimum investment agreed upon: \$11,250,000

4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period

5. Investment Period: eight (8) years

6. Assessment ratio applicable for each year of this Agreement: 6%

7. Millage rate applicable for each year of this Agreement: 457.0 mills

8. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.
9. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.
10. Statements
  - (a) The Project is located in the Jasper/Hampton County multi-county industrial/business park (Monroe Tract Park);
  - (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
  - (c) Special Source Revenue Credits will be provided in an amount of forty percent (40%) of FILOT payments for each year of the Term.
  - (c) Payment will not be modified using a net present value calculation; and
  - (d) Replacement property provisions will apply.
11. Any other feature or aspect of this Agreement which may affect the calculation of items (8) and (9) of this summary. None.
12. Description of the effect upon the schedules required by items (8) and (9) of this summary of any feature covered by items (10) and (11) not reflected in the schedules for items (8) and (9): Waived by the County and the Company.
13. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent. “*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expense*” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

“*Affiliate*” shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Amended and Restated Fee Agreement by and among the County, the Company and the Sponsor Affiliate, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of September 2, 2025.

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 6.02 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Commencement Date*” shall mean the last day of the property tax year during which the Project or any portion thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Agreement.

“*Company*” shall mean CP Hardeeville, LLC, a Delaware limited liability company, and its successors and assigns.

“*Confidential Information*” shall have the meaning set forth in Section 4.02(c) hereof.

“*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.

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, if any, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall have the meaning set forth in Section 11.01 hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (i) property acquired or constructed by the Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (ii) modifications which constitute an expansion of Existing Property; or (iii) property described in Section 12-44-110 of the Code to the extent that the Company and any Co-Investors invest at least an additional Forty-Five Million Dollars (\$45,000,000.00) in the Project.

“*FILOT*” shall mean the fee-in-lieu of taxes, which the Company are obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by the Company or any Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01 hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Investment Commitment*” shall mean the agreement of the Company and any other Co-Investors to make investments with respect to the Project as set forth in Sections 2.02(d) and 4.01 of this Agreement.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is eight (8) years from the Commencement Date (which Investment Period represents a five-year investment period, plus an additional three (3) years that the County has hereby granted pursuant to the Act).

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included as part of Exhibit A as provided in Section 4.03(i), and the Company shall deliver to the County an updated Exhibit A to reflect such addition.

“*Multi-County Park*” shall mean the multi-county industrial/business park established pursuant to that certain Agreement for the Establishment of Multi-County Industrial/Business Park, by and between the County and Hampton County, South Carolina (as amended, modified, supplemented or replaced from time to time).

“*Multi-County Park Act*” shall have the meaning set forth in the recitals hereto.

“*Negotiated FILOT*” shall have the meaning set forth in Section 5.01(b)(ii) hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project, if any, consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii)

any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

*“Original Fee Agreement”* shall have the meaning set forth in the recitals hereto.

*“Parcel B”* shall mean that parcel upon which the Project is to be located, as described in Exhibit A attached hereto.

*“Person”* shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

*“Project”* shall mean, collectively herein, the Land and buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Company or any Co-Investor, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

*“Project Millage Rate”* shall mean a millage rate of 457.0 mills.

*“Property Tax Year”* shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be.

*“Released Property”* shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

*“Replacement Property”* shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(c) hereof and Section 12-44-60 of the Code.

*“Special Source Revenue Credits”* shall mean the special source credits provided pursuant to Section 5.01(d) hereof.

*“Sponsor”* shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

*“Sponsor Affiliate”* shall have the meaning set forth in Section 12-44-30(20) of the Code. As of the date of this Agreement, CPH Parcel B Owner, LLC is the only Sponsor Affiliate.

*“State”* shall mean the State of South Carolina.

*“Term”* shall mean the term of this Agreement, as set forth in Section 10.01 hereof.



“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

## REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties 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.

(b) The County, based on representations of the Company, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its commercially reasonable efforts to continue to cause the Land to be located within the Multi-County Park, and the County will take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company, validly existing and in good standing under the laws of Delaware and authorized to do business in the State; has all

requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to an investment, collectively with any Co-Investors, of at least Eleven Million Two Hundred Fifty Thousand Dollars (\$11,250,000.00) (the “Project Commitment”) in Economic Development Property by the end of the eight-year Investment Period. The investment amount shall not include any amount paid by the Company for real estate improvements on the Land placed in service as of the date of this Agreement. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending December 31.

(f) No event has occurred and no condition currently exists with respect to the Company, which would constitute a default or an Event of Default as defined herein.

(g) This Agreement is a legal, valid, and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such terms may be limited by laws affecting creditors’ rights generally.

Section 2.03. Representations and Warranties by the Sponsor Affiliate. The Sponsor Affiliate makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Sponsor Affiliate is a limited liability company, validly existing and in good standing under the laws of Delaware and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Sponsor Affiliate to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Sponsor Affiliate are pending or threatened against or affecting the Sponsor Affiliate in any court or before any governmental authority or arbitration board or tribunal, which could

materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) The income tax year of the Sponsor Affiliate, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending December 31.

(e) No event has occurred and no condition currently exists with respect to the Sponsor Affiliate, which would constitute a default or an Event of Default as defined herein.

(f) This Agreement is a legal, valid, and binding obligation of the Sponsor Affiliate enforceable against the Sponsor Affiliate in accordance with its terms, except as such terms may be limited by laws affecting creditors' rights generally.

### ARTICLE III

#### UNDERTAKINGS OF THE COUNTY

##### Section 3.01 Agreement to Accept FILOT Payments; Rollback Taxes.

(a) The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

(b) The County hereby acknowledges and agrees that, pursuant to Section 12-43-220(d)(6) of the Act, no Economic Development Property shall be subject to rollback taxes. The County further covenants, to the extent allowed by law, that any portion of the Land that has not been developed by the Company (or by any Co-Investors) shall continue to be assessed using the agricultural assessment ratio until such Land is developed, so long as such property lawfully qualifies for such assessment ratio.

Section 3.02 No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03 Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be

reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (ii) to enjoy all allowable depreciation; and (iii) to receive other tax credits which would be due if the Company or any Co-Investor were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor. In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04 Multi-County Park Status. The County agrees to use its commercially reasonable efforts to maintain the Land in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Land from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its commercially reasonable efforts to place the Land in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

#### ARTICLE IV

#### UNDERTAKINGS OF THE COMPANY

Section 4.01. Investment by Company in Project. For the Project, the Company agrees to invest, collectively with any Co-Investors, at least Eleven Million Two Hundred Fifty Thousand Dollars (\$11,250,000.00) in Economic Development Property by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitments made in this Section. Reporting and Filing.

(a) The Company provided a copy of Form PT-443 filed with the Department of Revenue to the County Auditor, the County Economic Development Director, the County Attorney, the County Administrator and the County Assessor of the County and

the County Auditor and the County Assessor of Hampton County, as required under the Original Fee Agreement, on April 4, 2022. Each year during the Term of this Agreement, the Company shall deliver to the County Auditor, the County Economic Development Director, the County Attorney, the County Assessor, the County Administrator and the County Treasurer, a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue. The Company acknowledges that the terms of the Act provide that to the extent requested, the Jasper County Auditor shall make such forms and returns available to the County Auditor of Hampton County. The Company agrees to provide the County with written notice of any failure to comply with the reporting requirements set forth in this Section.

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. The Company acknowledges that the County is subject to the provisions of the South Carolina Freedom of Information Act. The County acknowledges that information the Company may hereafter provide to the County and which is clearly identified as Confidential Information may be deemed by the Company to be confidential and proprietary. To the extent that the Company clearly identifies information as Confidential Information, the County agrees to maintain the confidentiality of such Confidential Information and will, to the extent permitted by law (including, specifically, the South Carolina Freedom of Information Act), decline to honor any request for release of the Confidential Information so designated to persons other than the Company and its designated officers and representatives. In the event that the County is required by law to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with prompt advance notice of such requirement before making such disclosure. In the event an action at law or equity is brought against the County to require the disclosure of any Confidential Information that the Company identified as Confidential Information, the County reserves the right to include the Company in such action, and the Company hereby agrees to bear the reasonable costs associated with defending the County in such action, including payment of any judgment against the County for attorneys' fees or other liabilities related to such action.

Section 4.03. Modification of Project. As long as no Event of Default exists hereunder, the Company and any Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(a) The Company and each other Co-Investor may, at its own expense, add to the Project Land or any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(b) In any instance where the Company or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(c) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

## ARTICLE V

### PAYMENTS IN LIEU OF TAXES

#### Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each Property Tax Year shall equal:

(i) With respect to any portion of the Project consisting of Non-Qualifying Property, if any, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a “Negotiated FILOT”).

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) for (A) any real property component of the Economic Development Property constructed or purchased in an arm's length transaction determined by Department of Revenue using the original income tax basis for South Carolina income tax purposes without regard to depreciation, otherwise the real property must be reported at the fair market value for ad valorem property taxes as determined by appraisal, with the fair market value estimate established for the first year of the Negotiated FILOT Payments with respect to such property remaining the fair market value of such real property for the entire Term hereof, and (B) the personal property component of the Economic Development Property determined by Department of Revenue using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (ii) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement; and (iii) an assessment ratio of 6%. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be provided in the amount of forty percent (40%) of each annual FILOT Payment, for each year of the Term. Such Special Source Revenue Credits shall be applied automatically and reflected on each year's property tax bill provided to the Company.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company or any Co-Investor elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT

Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon the Company's or any Co-Investor's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code upon terms and conditions (including evidence acceptable to the County that the Project is free from environmental contamination and mutually agreeable environmental indemnifications and warranties by the Company) acceptable to the County and the Company. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company shall be entitled, to the extent permitted by law: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (ii) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.



(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by the Company does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Investment Period. If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(j) In the event that the Company fails to meet and maintain the Project Commitment by and through the end of the Investment Period as provided herein (without regard to any subsequent extensions thereof), the Company shall be obligated to repay a prorated portion of the Special Source Revenue Credits provided under Section 5.01(d) hereof theretofore received by the Company with respect to the qualifying property, and the amount of Special Source Revenue Credits provided to the Company thereafter shall be so reduced with such prorated portion to be calculated by determining the achievement percentage of the Project Commitment as of the last day of the Investment Period.

(k) For example, and by way of example only, if the Company invested \$9,562,500 as of the last day of the Investment Period, the Company would have met 85% of the Project Commitment and would be obligated to repay 15% of the Special Source Revenue Credits provided under Section 5.01(d) hereof, and the amount of Special Source Revenue Credits provided to the Company thereafter would be reduced by 15%. Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of Sections 5.01(i) hereof shall be paid within ninety (90) days, following written notice thereof from the County to the Company or Co-Investor, as applicable.

(l) The Company agrees to make FILOT Payments with respect to the Economic Development Property that it owns for each Property Tax Year during the term hereof beginning with the Property Tax Year following the year the applicable Economic Development Property is first placed in service. The FILOT Payments shall be made to the Jasper County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Economic Development Property, with the first payment being due on the first date following the delivery of this Agreement when, but for this Agreement, such taxes would have been paid with respect to the Economic Development Property.

(m) To the extent required by Section 4-29-68(A)(2)(ii) of the Code, if the Company claims Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from

the Project during the term of this Agreement, the amount of the FILOT Payments due from the Company on such personal property for the year in which the personal property was removed from the Project also shall be due for the two (2) years following such removal.

(n) The Company agrees to provide or cause to be provided all funding for the costs of acquisition, construction, and installation of Infrastructure Improvements (as defined in the Act) for which reimbursement is being provided by the Special Source Revenue Credits. In accordance with the Act, such Special Source Revenue Credits shall not, in the aggregate, exceed the aggregate cost of the Infrastructure Improvements funded from time to time by the Company.

(o) The County and the Company acknowledge and agree that any obligation which the County may incur for the payment of money as a result of the transactions described in the herein, including providing the Special Source Revenue Credits, shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under this Agreement.

## ARTICLE VI

### PAYMENTS BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code. The Company expressly acknowledges that in the event of its failure to make the required FILOT Payments when due, that the County is only required to give notice thereof in accordance with the Section 12-44-90 of the Code, and that no further notice is required hereunder in order to enforce the remedies set forth in this Section 6.01, including any notices of default set forth in Article XI hereof. The County's right to receive FILOT Payments shall have a first priority lien status pursuant to Section 12-44-90 of the Code and Chapters 4 and 54 of Title 12 of Code of Laws of South Carolina 1976, as amended.

## ARTICLE VII

### CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

## ARTICLE VIII

### PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Indemnification. The Company releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the “Indemnified Parties”) from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Company’s performance of its obligations pursuant to this Agreement, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party, or by a breach of this Agreement by the County. The Company further agrees to indemnify and hold harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so, by the Company, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company shall have the sole right

and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.03. Sponsors and Sponsor Affiliates. The Company may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-Investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate or other Persons described in Section 9.01 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act are subject to approval in accordance with Section 12-44-130(D) of the Act. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000.00, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 in accordance with Section 12-44-130(C) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

Section 8.04. Compliance with GASB 77. The Company agrees annually to prepare Form SC DOR PT-300G (Schedule G – Fee in Lieu of Tax Supplemental) with respect to the Project, even if the Company is not required to file such form with the Department of Revenue, and provide a copy to the County not later than June 30 of each year of the Term of this Agreement in order to assist the County in complying with Statement No. 77 of the Governmental Accounting Standards Board known as “GASB 77.” The Company agrees further to cooperate with the County in providing reasonably requested information regarding the Project in order to assist the County in complying with GASB 77.

## ARTICLE IX

### FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and any Co-Investor may at any time: (a) assign or transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any assignment or transfer to any Affiliate of the Company or such Co-Investor, or transfers pursuant to clause (b) above, including, for the avoidance of doubt, any assignment or transfer to any entity that assumes from the Company the purchase agreement with respect to the Land (as to which such transfers the County hereby consents), the Company or such Co-Investor shall first obtain the prior written approval or subsequent ratification of the County, in the County's sole discretion, and evidenced, to the extent allowed by law, by a Resolution of County Council or a writing signed by an officer of the County; (ii) the Company or the applicable Co-Investor, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iii) the Company or the applicable Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes.

## ARTICLE X

### TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. This Agreement has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination.

(a) The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Company's investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in the Project, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(i) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

(b) This Agreement will automatically terminate as provided in Section 12-44-140(B) of the Act in the event the investment requirements at the Project set forth in Section 12-44-140(B) of the Act are not satisfied.

(c) The FILOT incentive with respect to any Sponsor or Sponsor Affiliate will automatically terminate as provided in Section 12-44-140(C) of the Act in the event such Sponsor or Sponsor Affiliate no longer has the statutory minimum level of investment at the Project.

(d) This Agreement will terminate in whole or in part in the event the Company or any other Co-Investor removes real or personal property from the Negotiated FILOT pursuant to Section 4.03(iii) hereof (with such termination effective solely with respect to such removed property).

(e) This Agreement will automatically terminate as provided in Section 5.01(i) hereof.

(f) This Agreement will terminate in whole or in part in the event of casualty or condemnation at the Project and the FILOT is abated pursuant to Section 7.01 hereof (with such termination effective solely with respect to the property subject to such casualty or condemnation).

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

#### Section 11.01. Events of Default by Company.

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default (but solely with respect to the defaulting entity):

(1) if default shall be made in the due and punctual payment of any FILOT Payments,

(2) if default shall be made in the due and punctual payment of any indemnification payments or Administration Expenses, which default shall not

have been cured within thirty (30) days following receipt of written notice thereof from the County;

(3) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraphs (1) and (2), and such default shall continue for sixty (60) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (3) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

(4) if any material representation or warranty on the part of the Company or any Co-Investor made herein (including representations regarding the capital investment resulting from the Project), or in any report, certificate, financial or other statement furnished in connection with this Agreement or the transactions described in this Agreement shall have been false or misleading in any material respect.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this Agreement, and the County's sole recourse for failure to meet the Investment Requirement shall be as set forth in Section 5.01 hereof.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default by Company (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein; or

(b) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

Section 11.04. No Additional Waiver Implied by One Waiver. In the event any warranty, covenant, or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 11.05. Reimbursement of Legal Fees and Expenses and Other Expenses.

Upon the occurrence of an Event of Default hereunder by the Company or any Co-Investor or Sponsor Affiliate, if the County employs attorneys or incurs other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Administration Expenses. The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses. The Administration Expenses reimbursable to the County pursuant to this Agreement for the initial drafting and negotiation of this Agreement and related documentation shall not exceed Five Thousand Dollars (\$5,000.00).Section 12.04 Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.05. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.As to the County:

Jasper County  
Attn: Jasper County Administrator  
358 Third Avenue



Ridgeland, South Carolina 29936

with a copy (which shall not constitute notice) to:

Jasper County  
Attn: Jasper County Attorney  
358 Third Avenue  
Ridgeland, South Carolina 29936

(b) As to the Company:

CP Hardeeville, LLC  
c/o Clarius Partners, LLC  
Attn: Craig Dannegger  
200 W. Madison St., Suite 1625  
Chicago, Illinois 60606

With a copy to (which shall not constitute notice):

Stephanie Yarbrough  
c/o Olasimbo Akinfeleye  
1251 Avenue of the Americas  
New York, New York 10020-1104

(c) As to the Sponsor Affiliate:

CPH Parcel B Owner, LLC  
c/o Clarius Partners, LLC  
Attn: Craig Dannegger  
200 W. Madison St., Suite 1625  
Chicago, Illinois 60606

With a copy to (which shall not constitute notice):

Stephanie Yarbrough  
c/o Olasimbo Akinfeleye  
1251 Avenue of the Americas  
New York, New York 10020-1104

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.07. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution

and delivery hereof.Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council.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.Force Majeure. Except with respect to (i) the obligation to invest at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Economic Development Property by the end of the Investment Period; and (ii) the payment obligations with respect to FILOT Payments, the Administrative Expenses and indemnification of the Indemnified Parties hereunder, the Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

***[SIGNATURE PAGE TO FOLLOW]***

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and behalf by the Council Chair and to be attested by the Clerk to Council; the Company has caused this Agreement to be executed by its duly authorized officer; and the Sponsor Affiliate has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
John A. Kemp  
Chair of County Council  
Jasper County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Wanda Simmons-Giles  
Clerk to County Council  
Jasper County, South Carolina

WITNESS:

\_\_\_\_\_  
Witness #1 Signs Here

\_\_\_\_\_  
Witness #2 Signs Here

STATE OF SOUTH CAROLINA        )  
                                                  ) ss.  
COUNTY OF JASPER                )

I HEREBY CERTIFY, that on this \_\_\_\_ day of September, 2025, before me, the undersigned Notary Public of the State of South Carolina, personally appeared John A. Kemp who acknowledged himself to be the Chair of Jasper County Council (the "*County*"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as duly authorized to sign for the County.

\_\_\_\_\_  
Notary Public in and for said County and State

(SEAL)

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

My Commission expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

By:  
Its:

[illegible]

By:  
Its:

STATE OF SOUTH CAROLINA               )  
                                                            ) ss.  
COUNTY OF CHARLESTON                 )

I HEREBY CERTIFY, that on this \_\_\_\_ day of September, 2025, before me, the undersigned Notary Public of the State of South Carolina, personally appeared \_\_\_\_\_ who acknowledged himself to be the authorized signatory of [X], the sole member of [], the managing member of [], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as duly authorized to sign for the declarant.

My County of Residence: \_\_\_\_\_

## **EXHIBIT A**

Land

**PIN 038-00-04-062**

**PARCEL B - CLARIUS PARK HARDEEVILLE**

**6.632 ACRES**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN JASPER COUNTY, STATE OF SOUTH CAROLINA, BEING SHOWN AND DEPICTED ON THAT "RECOMBINATION & SUBDIVISION OF 'AREA 1' OF THE MONROE TRACT AND 'PARCEL A' OF THE KENNY HEYWORD ESTATE TRACT" AS "PARCEL B", PREPARED FOR CP HARDEEVILLE, LLC, BY THOMAS & HUTTON, DATED AUGUST 2, 2022, RECORDED IN PLAT BOOK 38, PAGE 537, JASPER COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT A 5/8" IRON REBAR LOCATED AT NORTH ATLANTIC DATUM 1983 (NAD83), SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH 134,928.851 FEET AND EAST 1,980,031.778 FEET; THENCE N 43°00'06" W A DISTANCE OF 21.21 FEET TO A 5/8" IRON REBAR; THENCE N 01°59'59" E A DISTANCE OF 531.89 FEET TO A 5/8" IRON REBAR; THENCE S 88°00'01" E A DISTANCE OF 467.83 FEET TO A 5/8" IRON REBAR; THENCE S 56°00'00" E A DISTANCE OF 109.90 FEET TO A 5/8" IRON REBAR; THENCE S 12°33'14" W A DISTANCE OF 227.00 FEET TO A 5/8" IRON REBAR; THENCE S 01°02'58" W A DISTANCE OF 265.52 FEET TO A 5/8" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 508.86 FEET TO A 5/8" IRON REBAR ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 288,901 SQUARE FEET OR 6.632 ACRES OF LAND.

---

AMENDED AND RESTATED  
FEE AGREEMENT

by and among

CP HARDEEVILLE, LLC,

CPH PARCEL C OWNER, LLC

and

JASPER COUNTY, SOUTH CAROLINA

Amended and Restated as of September 2, 2025  
Original Fee Agreement dated as of February 22, 2022

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Pertaining to Parcel C, TMS# 038-00-04-063

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## AMENDED AND RESTATED FEE AGREEMENT

This AMENDED AND RESTATED FEE AGREEMENT (this “Agreement”) is dated as of September 2, 2025, by and between CP Hardeeville, LLC, a Delaware limited liability company (the “Company”), CPH Parcel C Owner, LLC, a Delaware limited liability company (the “Sponsor Affiliate”), and Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”) and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the “Multi-County Park Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the workforce, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a “FILOT”); (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and (iv) permit investors to claim special source credits against FILOT payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, pursuant to Ordinance 2021-29 adopted on February 22, 2022, the County Council authorized the County to execute that certain Fee Agreement with the Company dated February 22, 2022 (the “Original Fee Agreement”);

WHEREAS, pursuant to Resolution 2023-15, which was approved on September 7, 2023, the County Council approved a revised legal description for the Original Fee Agreement, which included the legal description for Parcel C (as defined herein);

WHEREAS, on March 18, 2024, the Company entered into an Appointment of Sponsor Affiliates appointing CPH Parcel C Owner, LLC as a Sponsor Affiliate under the Original Fee Agreement;

WHEREAS, the Company anticipates that the Project will result in an investment of Twenty-Four Million Three Hundred and Fifty Thousand Dollars (\$24,350,000.00) in the County;

WHEREAS, for the Project, the parties have also determined that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act;

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth; and

WHEREAS, by enactment of an ordinance on September 2, 2025 the County Council has authorized the County to amend and restate the Original Fee Agreement which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company and Sponsor Affiliate to the County, the receipt and sufficiency of which are hereby acknowledged, the County, the Company, and the Sponsor Affiliate agree as follows:

## ARTICLE I

### DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County, the Company and Sponsor Affiliate agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement:

1. Legal name of each initial party to this Agreement:

CP Hardeeville, LLC, a Delaware limited liability company  
CPH Parcel C Owner, LLC, a Delaware limited liability company  
Jasper County, South Carolina

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

See Exhibit A

3. Minimum investment agreed upon: \$24,350,000

4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period

5. Investment Period: eight (8) years

6. Assessment ratio applicable for each year of this Agreement: 6%

7. Millage rate applicable for each year of this Agreement: 457.0 mills

8. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.
9. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.
10. Statements
  - (a) The Project is located in the Jasper/Hampton County multi-county industrial/business park (Monroe Tract Park);
  - (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
  - (c) Special Source Revenue Credits will be provided in an amount of forty percent (40%) of FILOT payments for each year of the Term, except that the amount of such Special Source Revenue Credits will be increased to 50% for such period and on such terms as set forth in Section 5.01(f);
  - (c) Payment will not be modified using a net present value calculation; and
  - (d) Replacement property provisions will apply.
11. Any other feature or aspect of this Agreement which may affect the calculation of items (8) and (9) of this summary. None.
12. Description of the effect upon the schedules required by items (8) and (9) of this summary of any feature covered by items (10) and (11) not reflected in the schedules for items (8) and (9): Waived by the County and the Company.
13. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent. “Act” or “Simplified FILOT Act” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“Administration Expense” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

“Affiliate” shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” means the

possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Amended and Restated Fee Agreement by and among the County, the Company and the Sponsor Affiliate, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of September 2, 2025.

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 6.02 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Commencement Date*” shall mean the last day of the property tax year during which the Project or any portion thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Agreement.

“*Company*” shall mean CP Hardeeville, LLC, a Delaware limited liability company, and its successors and assigns.

“*Confidential Information*” shall have the meaning set forth in Section 4.02(c) hereof.

“*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.

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, if any, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall have the meaning set forth in Section 11.01 hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (i) property acquired or constructed by the Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (ii) modifications which constitute an expansion of Existing Property; or (iii) property described in Section 12-44-110 of the Code to the extent that the Company and any Co-Investors invest at least an additional Forty-Five Million Dollars (\$45,000,000.00) in the Project.

“*FILOT*” shall mean the fee-in-lieu of taxes, which the Company are obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by the Company or any Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01 hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Investment Commitment*” shall mean the agreement of the Company and any other Co-Investors to make investments with respect to the Project as set forth in Sections 2.02(d) and 4.01 of this Agreement.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is eight (8) years from the Commencement Date (which Investment Period represents a five-year investment period, plus an additional three (3) years that the County has hereby granted pursuant to the Act).

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included as part of Exhibit A as provided in Section 4.03(i), and the Company shall deliver to the County an updated Exhibit A to reflect such addition.

“*Multi-County Park*” shall mean the multi-county industrial/business park established pursuant to that certain Agreement for the Establishment of Multi-County Industrial/Business Park, by and between the County and Hampton County, South Carolina (as amended, modified, supplemented or replaced from time to time).

“*Multi-County Park Act*” shall have the meaning set forth in the recitals hereto.

“*Negotiated FILOT*” shall have the meaning set forth in Section 5.01(b)(ii) hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project, if any, consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

“*Original Fee Agreement*” shall have the meaning set forth in the recitals hereto.

“*Parcel C*” shall mean that parcel upon which the Project is to be located, as described in Exhibit A attached hereto.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean, collectively herein, the Land and buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Company or any Co-Investor, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

“*Project Millage Rate*” shall mean a millage rate of 457.0 mills.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be.

“*Released Property*” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(c) hereof and Section 12-44-60 of the Code.

“*Special Source Revenue Credits*” shall mean the special source credits provided pursuant to Sections 5.01(d) and 5.01(f) hereof.

“*Sponsor*” shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

“*Sponsor Affiliate*” shall have the meaning set forth in Section 12-44-30(20) of the Code. As of the date of this Agreement, CPH Parcel C Owner, LLC is the only Sponsor Affiliate.

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

## REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained: 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.

(b) The County, based on representations of the Company, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its commercially reasonable efforts to continue to cause the Land to be located within the Multi-County Park, and the County will take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained: The Company is a limited liability company, validly existing and in good standing under the laws of Delaware and authorized to do business in the State; has all requisite



power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to an investment, collectively with any Co-Investors, of at least Twenty-Four Million Three Hundred Fifty Thousand Dollars (\$24,350,000.00) (the “Project Commitment”) in Economic Development Property by the end of the eight-year Investment Period. The investment amount shall not include any amount paid by the Company for real estate improvements on the Land placed in service as of the date of this Agreement. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending December 31.

(f) No event has occurred and no condition currently exists with respect to the Company, which would constitute a default or an Event of Default as defined herein.

(g) This Agreement is a legal, valid, and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such terms may be limited by laws affecting creditors’ rights generally.

Section 2.03. Representations and Warranties by the Sponsor Affiliate. The Sponsor Affiliate makes the following representations and warranties as the basis for the undertakings on its part herein contained: The Sponsor Affiliate is a limited liability company, validly existing and in good standing under the laws of Delaware and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Sponsor Affiliate to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Sponsor Affiliate are pending or threatened against or affecting the Sponsor Affiliate in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) The income tax year of the Sponsor Affiliate, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending December 31.

(e) No event has occurred and no condition currently exists with respect to the Sponsor Affiliate, which would constitute a default or an Event of Default as defined herein.

(f) This Agreement is a legal, valid, and binding obligation of the Sponsor Affiliate enforceable against the Sponsor Affiliate in accordance with its terms, except as such terms may be limited by laws affecting creditors' rights generally.

### ARTICLE III

#### UNDERTAKINGS OF THE COUNTY

##### Section 3.01 Agreement to Accept FILOT Payments; Rollback Taxes.

(a) The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

(b) The County hereby acknowledges and agrees that, pursuant to Section 12-43-220(d)(6) of the Act, no Economic Development Property shall be subject to rollback taxes. The County further covenants, to the extent allowed by law, that any portion of the Land that has not been developed by the Company (or by any Co-Investors) shall continue to be assessed using the agricultural assessment ratio until such Land is developed, so long as such property lawfully qualifies for such assessment ratio.

Section 3.02 No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03 Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect

such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (ii) to enjoy all allowable depreciation; and (iii) to receive other tax credits which would be due if the Company or any Co-Investor were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04 Multi-County Park Status. The County agrees to use its commercially reasonable efforts to maintain the Land in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Land from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its commercially reasonable efforts to place the Land in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

## ARTICLE IV

### UNDERTAKINGS OF THE COMPANY

Section 4.01. Investment by Company in Project. For the Project, the Company agrees to invest, collectively with any Co-Investors, at least Twenty-Four Million Three Hundred Fifty Thousand Dollars (\$24,350,000.00) in Economic Development Property by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitments made in this Section.

#### Section 4.02. Reporting and Filing.

(a) The Company provided a copy of Form PT-443 filed with the Department of Revenue to the County Auditor, the County Economic Development Director, the County Attorney, the County Administrator and the County Assessor of the County and the County Auditor and the County Assessor of Hampton County, as required under the Original Fee Agreement, on April 4, 2022. Each year during the Term of this Agreement, the Company shall deliver to the County Auditor, the County Economic Development Director, the County Attorney, the County Assessor, the County Administrator and the County Treasurer, a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue. The Company acknowledges that the terms of the Act provide that to the extent requested, the Jasper County Auditor shall make such forms and returns available to the County Auditor of Hampton County. The Company agrees to provide the County with written notice of any failure to comply with the reporting requirements set forth in this Section.

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. The Company acknowledges that the County is subject to the provisions of the South Carolina Freedom of Information Act. The County acknowledges that information the Company may hereafter provide to the County and which is clearly identified as Confidential Information may be deemed by the Company to be confidential and proprietary. To the extent that the Company clearly identifies information as Confidential Information, the County agrees to maintain the confidentiality of such Confidential Information and will, to the extent permitted by law (including, specifically, the South Carolina Freedom of Information Act), decline to honor any request for release of the Confidential Information so designated to persons other than the Company and its designated officers and representatives. In the event that the County is required by law to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with prompt advance notice of such requirement before making such disclosure. In the event an action at law or equity is brought against the County to require the disclosure of any Confidential Information that the Company identified as Confidential Information, the County reserves the right to include the Company in such action, and the Company hereby agrees to bear the reasonable costs

associated with defending the County in such action, including payment of any judgment against the County for attorneys' fees or other liabilities related to such action.

Section 4.03. Modification of Project. As long as no Event of Default exists hereunder, the Company and any Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(a) The Company and each other Co-Investor may, at its own expense, add to the Project Land or any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(b) In any instance where the Company or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(c) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

## ARTICLE V

### PAYMENTS IN LIEU OF TAXES

#### Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each Property Tax Year shall equal:

(i) With respect to any portion of the Project consisting of Non-Qualifying Property, if any, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated

each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a “Negotiated FILOT”).

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) for (A) any real property component of the Economic Development Property constructed or purchased in an arm’s length transaction determined by Department of Revenue using the original income tax basis for South Carolina income tax purposes without regard to depreciation, otherwise the real property must be reported at the fair market value for ad valorem property taxes as determined by appraisal, with the fair market value estimate established for the first year of the Negotiated FILOT Payments with respect to such property remaining the fair market value of such real property for the entire Term hereof, and (B) the personal property component of the Economic Development Property determined by Department of Revenue using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (ii) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement; and (iii) an assessment ratio of 6%. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Except as provided in 5.01(f), Special Source Revenue Credits shall be provided in the amount of forty percent (40%) of each annual FILOT Payment, for each year of the Term. Such Special Source Revenue Credits shall be applied automatically and reflected on each year’s property tax bill provided to the Company.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company or any Co-Investor elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(a)(iii).

(f) If and for so long as TS Conductor Corp. or any of its successors or assigns (collectively, the “Tenant”) leases the Land from the Company and subject to the provisions of this Section 5.01(f), Special Source Revenue Credits shall be provided in the amount of fifty percent (50%) of each annual FILOT Payment for the Tenant’s Term (as

hereinafter defined). For the purposes of this Section 5.01(f), “Tenant’s Term” shall mean: (i) 10 years if Tenant invests less than \$40,000,000 in economic development property located on the Land; (ii) 20 years if tenant invests at least \$40,000,000, but less than \$60,000,000, in economic development property located on the Land, and (iii) 30 years if Tenant invests at least \$60,000,000 in economic development property located on the Land. The Tenant’s Term shall never be longer than the duration of this Agreement, except in the event that the Tenant enters into an agreement with the County that extends the term of Tenant’s fee-in-lieu of tax arrangement for property located on the Land, in which case the Tenant’s Term may be further extended by an ordinance of County Council.

(g) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(h) Upon the Company’s or any Co-Investor’s installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(i) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then

permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code upon terms and conditions (including evidence acceptable to the County that the Project is free from environmental contamination and mutually agreeable environmental indemnifications and warranties by the Company) acceptable to the County and the Company. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company shall be entitled, to the extent permitted by law: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (ii) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(j) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by the Company does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Investment Period. If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(k) In the event that the Company fails to meet and maintain the Project Commitment by and through the end of the Investment Period as provided herein (without regard to any subsequent extensions thereof), the Company shall be obligated to repay a prorated portion of the Special Source Revenue Credits provided under Section 5.01(d) or Section 5.01(f) hereof theretofore received by the Company with respect to the qualifying property, and the amount of Special Source Revenue Credits provided to the Company thereafter shall be so reduced with such prorated portion to be calculated by determining the achievement percentage of the Project Commitment as of the last day of the Investment Period.

(l) For example, and by way of example only, if the Company invested \$20,697,500 as of the last day of the Investment Period, the Company would have met 85% of the Project Commitment and would be obligated to repay 15% of the Special Source Revenue Credits provided under Section 5.01(d) or Section 5.01(f) hereof, and the amount of Special Source Revenue Credits provided to the Company thereafter would be reduced by 15%. Unless otherwise provided by the Act, any amounts due to the County under this



Section 5.01 by virtue of the application of Sections 5.01(i) hereof shall be paid within ninety (90) days, following written notice thereof from the County to the Company or Co-Investor, as applicable.

(m) The Company agrees to make FILOT Payments with respect to the Economic Development Property that it owns for each Property Tax Year during the term hereof beginning with the Property Tax Year following the year the applicable Economic Development Property is first placed in service. The FILOT Payments shall be made to the Jasper County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Economic Development Property, with the first payment being due on the first date following the delivery of this Agreement when, but for this Agreement, such taxes would have been paid with respect to the Economic Development Property.

(n) To the extent required by Section 4-29-68(A)(2)(ii) of the Code, if the Company claims Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the FILOT Payments due from the Company on such personal property for the year in which the personal property was removed from the Project also shall be due for the two (2) years following such removal.

(o) The Company agrees to provide or cause to be provided all funding for the costs of acquisition, construction, and installation of Infrastructure Improvements (as defined in the Act) for which reimbursement is being provided by the Special Source Revenue Credits. In accordance with the Act, such Special Source Revenue Credits shall not, in the aggregate, exceed the aggregate cost of the Infrastructure Improvements funded from time to time by the Company.

(p) The County and the Company acknowledge and agree that any obligation which the County may incur for the payment of money as a result of the transactions described in the herein, including providing the Special Source Revenue Credits, shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under this Agreement.

## ARTICLE VI

### PAYMENTS BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code. The Company expressly acknowledges that in the event of its failure to make the required FILOT Payments when due, that the County is only required to give notice thereof in accordance with the Section 12-44-90 of the Code, and that no further notice

is required hereunder in order to enforce the remedies set forth in this Section 6.01, including any notices of default set forth in Article XI hereof. The County's right to receive FILOT Payments shall have a first priority lien status pursuant to Section 12-44-90 of the Code and Chapters 4 and 54 of Title 12 of Code of Laws of South Carolina 1976, as amended.

## ARTICLE VII

### CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

## ARTICLE VIII

### PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Indemnification. The Company releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Company's performance of its obligations pursuant to this Agreement, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party, or by a breach of this Agreement by the County. The Company further agrees to indemnify and hold harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so, by the Company, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member

of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.03. Sponsors and Sponsor Affiliates. The Company may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-Investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate or other Persons described in Section 9.01 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act are subject to approval in accordance with Section 12-44-130(D) of the Act. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000.00, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity

invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 in accordance with Section 12-44-130(C) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

Section 8.04. Compliance with GASB 77. The Company agrees annually to prepare Form SC DOR PT-300G (Schedule G – Fee in Lieu of Tax Supplemental) with respect to the Project, even if the Company is not required to file such form with the Department of Revenue, and provide a copy to the County not later than June 30 of each year of the Term of this Agreement in order to assist the County in complying with Statement No. 77 of the Governmental Accounting Standards Board known as “GASB 77.” The Company agrees further to cooperate with the County in providing reasonably requested information regarding the Project in order to assist the County in complying with GASB 77.

## ARTICLE IX

### FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and any Co-Investor may at any time: (a) assign or transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any assignment or transfer to any Affiliate of the Company or such Co-Investor, or transfers pursuant to clause (b) above, including, for the avoidance of doubt, any assignment or transfer to any entity that assumes from the Company the purchase agreement with respect to the Land (as to which such transfers the County hereby consents), the Company or such Co-Investor shall first obtain the prior written approval or subsequent ratification of the County, in the County’s sole discretion, and evidenced, to the extent allowed by law, by a Resolution of County Council or a writing signed by an officer of the County; (ii) the Company or the applicable Co-Investor, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iii) the Company or the applicable Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County’s right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes.

## ARTICLE X

### TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. This Agreement has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.Termination.

(a) The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Company's investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in the Project, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(j) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

(b) This Agreement will automatically terminate as provided in Section 12-44-140(B) of the Act in the event the investment requirements at the Project set forth in Section 12-44-140(B) of the Act are not satisfied.

(c) The FILOT incentive with respect to any Sponsor or Sponsor Affiliate will automatically terminate as provided in Section 12-44-140(C) of the Act in the event such Sponsor or Sponsor Affiliate no longer has the statutory minimum level of investment at the Project.

(d) This Agreement will terminate in whole or in part in the event the Company or any other Co-Investor removes real or personal property from the Negotiated FILOT pursuant to Section 4.03(iii) hereof (with such termination effective solely with respect to such removed property).

(e) This Agreement will automatically terminate as provided in Section 5.01(j) hereof.

(f) This Agreement will terminate in whole or in part in the event of casualty or condemnation at the Project and the FILOT is abated pursuant to Section 7.01 hereof (with such termination effective solely with respect to the property subject to such casualty or condemnation).

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

#### Section 11.01. Events of Default by Company.

(a) Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default (but solely with respect to the defaulting entity):

(1) if default shall be made in the due and punctual payment of any FILOT Payments,

(2) if default shall be made in the due and punctual payment of any indemnification payments or Administration Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(3) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraphs (1) and (2), and such default shall continue for sixty (60) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (3) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

(4) if any material representation or warranty on the part of the Company or any Co-Investor made herein (including representations regarding the capital investment resulting from the Project), or in any report, certificate, financial or other statement furnished in connection with this Agreement or the transactions described in this Agreement shall have been false or misleading in any material respect.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this Agreement, and the County’s sole recourse for failure to meet the Investment Requirement shall be as set forth in Section 5.01 hereof.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default by Company (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein; or

(b) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

Section 11.04. No Additional Waiver Implied by One Waiver. In the event any warranty, covenant, or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 11.05. Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder by the Company or any Co-Investor or Sponsor Affiliate, if the County employs attorneys or incurs other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

## ARTICLE XII

### MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Administration Expenses. The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses. The Administration Expenses reimbursable to the County pursuant to this Agreement for the initial drafting and negotiation of this Agreement and related documentation shall not exceed Five Thousand Dollars (\$5,000.00).Section 12.04 Rules of Construction. The County and the

Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.05. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Jasper County  
Attn: Jasper County Administrator  
358 Third Avenue  
Ridgeland, South Carolina 29936

with a copy (which shall not constitute notice) to:

Jasper County  
Attn: Jasper County Attorney  
358 Third Avenue  
Ridgeland, South Carolina 29936

(b) As to the Company:

CP Hardeeville, LLC  
c/o Clarius Partners, LLC  
Attn: Craig Danegger  
200 W. Madison St., Suite 1625  
Chicago, Illinois 60606

With a copy to (which shall not constitute notice):

Stephanie Yarbrough  
c/o Olasimbo Akinfeleye  
1251 Avenue of the Americas  
New York, New York 10020-1104

(c) As to the Sponsor Affiliate:

CPH Parcel C Owner, LLC  
c/o Clarius Partners, LLC  
Attn: Craig Danegger  
200 W. Madison St., Suite 1625  
Chicago, Illinois 60606



With a copy to (which shall not constitute notice):

Stephanie Yarbrough  
c/o Olasimbo Akinfeleye  
1251 Avenue of the Americas  
New York, New York 10020-1104

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.09. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.11. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council.

Section 12.12. 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 12.13. Force Majeure. Except with respect to (i) the obligation to invest at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Economic Development Property by the end of the Investment Period; and (ii) the payment obligations with respect to FILOT Payments, the Administrative Expenses and indemnification of the Indemnified Parties hereunder, the Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

***/SIGNATURE PAGE TO FOLLOW/***

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and behalf by the Council Chair and to be attested by the Clerk to Council; the Company has caused this Agreement to be executed by its duly authorized officer; and the Sponsor Affiliate has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
John A. Kemp  
Chair of County Council  
Jasper County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Wanda Simmons-Giles  
Clerk to County Council  
Jasper County, South Carolina

WITNESS:

\_\_\_\_\_  
Witness #1 Signs Here

\_\_\_\_\_  
Witness #2 Signs Here

STATE OF SOUTH CAROLINA        )  
                                                  ) ss.  
COUNTY OF JASPER                )

I HEREBY CERTIFY, that on this \_\_\_\_ day of September, 2025, before me, the undersigned Notary Public of the State of South Carolina, personally appeared John A. Kemp who acknowledged himself to be the Chair of Jasper County Council (the “County”), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as duly authorized to sign for the County.

\_\_\_\_\_  
Notary Public in and for said County and State

(SEAL)

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

My Commission expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

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

Witness #2 Signs Here

TO WIT:

AS WITNESS my hand and Notarial Seal.

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

My Commission expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

**CPH PARCEL C OWNER, LLC:**

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

Its:

\_\_\_\_\_  
Witness #1 Signs Here

\_\_\_\_\_  
Witness #2 Signs Here

STATE OF SOUTH CAROLINA        )  
                                                      ) ss.  
COUNTY OF CHARLESTON        )

TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of September, 2025, before me, the undersigned Notary Public of the State of South Carolina, personally appeared \_\_\_\_\_ who acknowledged himself to be the authorized signatory of [X], the sole member of [], the managing member of [], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as duly authorized to sign for the declarant.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public in and for said County and State

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

(SEAL)

My Commission expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

## **EXHIBIT A**

Land

**PIN 038-00-04-063**

**PARCEL C - CLARIUS PARK HARDEEVILLE**

**15.662 ACRES**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN JASPER COUNTY, STATE OF SOUTH CAROLINA, BEING SHOWN AND DEPICTED ON THAT "RECOMBINATION & SUBDIVISION OF 'AREA 1' OF THE MONROE TRACT AND 'PARCEL A' OF THE KENNY HEYWORD ESTATE TRACT" AS "PARCEL C", PREPARED FOR CP HARDEEVILLE, LLC, BY THOMAS & HUTTON, DATED AUGUST 2, 2022, RECORDED IN PLAT BOOK 38, PAGE 537, JASPER COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT A 5/8" IRON REBAR LOCATED AT NORTH ATLANTIC DATUM 1983 (NAD83), SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH 134,873.699 FEET AND EAST 1,979,462.014 FEET; THENCE S 88°00'01" E A DISTANCE OF 1,083.62 FEET TO A 5/8" IRON REBAR; THENCE S 03°57'04" E A DISTANCE OF 193.89 FEET TO A 5/8" IRON REBAR; THENCE S 02°03'14" W A DISTANCE OF 205.62 FEET TO A 5/8" IRON REBAR; THENCE S 00°43'59" W A DISTANCE OF 193.85 FEET TO A 5/8" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 1,154.43 FEET TO A 5/8" IRON REBAR; THENCE N 41°43'19" W A DISTANCE OF 26.28 FEET TO A 5/8" IRON REBAR; THENCE N 04°33'23" E A DISTANCE OF 536.45 FEET TO A 5/8" IRON REBAR; THENCE N 49°33'23" E A DISTANCE OF 55.35 FEET TO A 5/8" IRON REBAR ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 682,242 SQUARE FEET OR 15.662 ACRES OF LAND.

---

AMENDED AND RESTATED  
FEE AGREEMENT

by and between

CP HARDEEVILLE, LLC,

and

JASPER COUNTY, SOUTH CAROLINA

Amended and Restated as of September 2, 2025  
Original Fee Agreement dated as of February 22, 2022

---

Pertaining to Parcel D, TMS# 038-00-04-059;  
Parcel E, TMS# 038-00-04-064;  
Parcel F, TMS# 038-00-04-065;  
Common Area A, TMS# 038-00-04-067;  
Common Area B, TMS# 038-00-04-068; and  
Common Area RW, TMS# 038-00-04-069

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## AMENDED AND RESTATED FEE AGREEMENT

This AMENDED AND RESTATED FEE AGREEMENT (this “Agreement”) is dated as of September 2, 2025, by and between CP Hardeeville, LLC, a Delaware limited liability company (the “Company”) and Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”) and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the “Multi-County Park Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the workforce, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a “FILOT”); (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and (iv) permit investors to claim special source credits against FILOT payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, pursuant to Ordinance 2021-29 adopted on February 22, 2022, the County Council authorized the County to execute that certain Fee Agreement with the Company dated February 22, 2022 (the “Original Fee Agreement”);

WHEREAS, pursuant to Resolution 2023-15, which was approved on September 7, 2023, the County Council approved a revised legal description for the Original Fee Agreement, which included the legal description for each of Parcel D, Parcel E, Parcel F, Common Area A, Common Area B and Common Area RW (as described in Exhibit A);

WHEREAS, the Company anticipates that the Project will result in an investment of One Hundred Twenty-Nine Million Eight Hundred and Fifty Thousand Dollars (\$129,850,000.00) in the County;

WHEREAS, for the Project, the parties have also determined that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth;

WHEREAS, by enactment of an ordinance on September 2, 2025 the County Council has authorized the County to amend and restate the Original Fee Agreement which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes, all upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

## ARTICLE I

### DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation. Pursuant to Section 12-44-55(B) of the Act, the County and Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement:

1. Legal name of each initial party to this Agreement:

CP Hardeeville, LLC, a Delaware limited liability company  
Jasper County, South Carolina

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

See Exhibit A

3. Minimum investment agreed upon: \$129,850,000.00

4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period

5. Investment Period: eight (8) years

6. Assessment ratio applicable for each year of this Agreement: 6%

7. Millage rate applicable for each year of this Agreement: 457.0 mills

8. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.

9. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.

10. Statements

- (a) The Project is located in the Jasper/Hampton County multi-county industrial/business park (Monroe Tract Park);
- (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
- (c) Special Source Revenue Credits will be provided in an amount of forty percent (40%) of FILOT payments for each year of the Term;
- (c) Payment will not be modified using a net present value calculation; and
- (d) Replacement property provisions will apply.

11. Any other feature or aspect of this Agreement which may affect the calculation of items (8) and (9) of this summary. None.

12. Description of the effect upon the schedules required by items (8) and (9) of this summary of any feature covered by items (10) and (11) not reflected in the schedules for items (8) and (9): Waived by the County and the Company.

13. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expense*” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

“*Affiliate*” shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Amended and Restated Fee Agreement by and among the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of September 2, 2025.

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 6.02 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Commencement Date*” shall mean the last day of the property tax year during which the Project or any portion thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Agreement.

“*Company*” shall mean CP Hardeeville, LLC, a Delaware limited liability company, and its successors and assigns.

“*Confidential Information*” shall have the meaning set forth in Section 4.02(c) hereof.

“*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.

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, if any, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall have the meaning set forth in Section 11.01 hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or

modification of such previously taxed property; provided, however, that Existing Property shall not include: (i) property acquired or constructed by the Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (ii) modifications which constitute an expansion of Existing Property; or (iii) property described in Section 12-44-110 of the Code to the extent that the Company and any Co-Investors invest at least an additional Forty-Five Million Dollars (\$45,000,000.00) in the Project.

“*FILOT*” shall mean the fee-in-lieu of taxes, which the Company are obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by the Company or any Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01 hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Investment Commitment*” shall mean the agreement of the Company and any other Co-Investors to make investments with respect to the Project as set forth in Sections 2.02(d) and 4.01 of this Agreement.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is eight (8) years from the Commencement Date (which Investment Period represents a five-year investment period, plus an additional three (3) years that the County has hereby granted pursuant to the Act).

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included as part of Exhibit A as provided in Section 4.03(i), and the Company shall deliver to the County an updated Exhibit A to reflect such addition.

“*Multi-County Park*” shall mean the multi-county industrial/business park established pursuant to that certain Agreement for the Establishment of Multi-County Industrial/Business Park, by and between the County and Hampton County, South Carolina (as amended, modified, supplemented or replaced from time to time).

“*Multi-County Park Act*” shall have the meaning set forth in the recitals hereto.

“*Negotiated FILOT*” shall have the meaning set forth in Section 5.01(b)(ii) hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project, if any, consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

*“Original Fee Agreement”* shall have the meaning set forth in the recitals hereto.

*“Person”* shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

*“Project”* shall mean, collectively herein, the Land and buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Company or any Co-Investor, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

*“Project Millage Rate”* shall mean a millage rate of 457.0 mills.

*“Property Tax Year”* shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be.

*“Released Property”* shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

*“Replacement Property”* shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(c) hereof and Section 12-44-60 of the Code.

*“Special Source Revenue Credits”* shall mean the special source credits provided pursuant to Section 5.01(d) hereof.

*“Sponsor”* shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

*“Sponsor Affiliate”* shall have the meaning set forth in Section 12-44-30(20) of the Code. As of the date of this Agreement, there is no existing Sponsor Affiliate.

*“State”* shall mean the State of South Carolina.

*“Term”* shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

*“Transfer Provisions”* shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties 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.

(b) The County, based on representations of the Company, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its commercially reasonable efforts to continue to cause the Land to be located within the Multi-County Park, and the County will take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company, validly existing and in good standing under the laws of Delaware and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to an investment, collectively with any Co-Investors, of at least One Hundred Twenty-Nine Million Eight Hundred and Fifty Thousand Dollars (\$129,850,000.00) (the “Project Commitment”) in Economic Development Property by the end of the eight-year Investment Period. The investment amount shall not include any amount paid by the Company for real estate improvements on the Land placed in service as of the date of this Agreement. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending December 31.

(f) No event has occurred and no condition currently exists with respect to the Company, which would constitute a default or an Event of Default as defined herein.

(g) This Agreement is a legal, valid, and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such terms may be limited by laws affecting creditors’ rights generally.

### ARTICLE III

#### UNDERTAKINGS OF THE COUNTY

##### Section 3.01 Agreement to Accept FILOT Payments; Rollback Taxes.

(a) The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

(b) The County hereby acknowledges and agrees that, pursuant to Section 12-43-220(d)(6) of the Act, no Economic Development Property shall be subject to rollback taxes. The County further covenants, to the extent allowed by law, that any portion of the Land that has not been developed by the Company (or by any Co-Investors) shall continue to be assessed using the agricultural assessment ratio until such Land is developed, so long as such property lawfully qualifies for such assessment ratio.

Section 3.02 No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or



state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03 Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (ii) to enjoy all allowable depreciation; and (iii) to receive other tax credits which would be due if the Company or any Co-Investor were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04 Multi-County Park Status. The County agrees to use its commercially reasonable efforts to maintain the Land in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Land from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its commercially reasonable efforts to place the Land in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of

discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

## ARTICLE IV

### UNDERTAKINGS OF THE COMPANY

Section 4.01. Investment by Company in Project. For the Project, the Company agrees to invest, collectively with any Co-Investors, at least One Hundred Twenty-Nine Million Eight Hundred and Fifty Thousand Dollars (\$129,850,000.00) in Economic Development Property by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitments made in this Section.

Section 4.02. Reporting and Filing.

(a) The Company provided a copy of Form PT-443 filed with the Department of Revenue to the County Auditor, the County Economic Development Director, the County Attorney, the County Administrator and the County Assessor of the County and the County Auditor and the County Assessor of Hampton County, as required under the Original Fee Agreement, on April 4, 2022. Each year during the Term of this Agreement, the Company shall deliver to the County Auditor, the County Economic Development Director, the County Attorney, the County Assessor, the County Administrator and the County Treasurer, a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue. The Company acknowledges that the terms of the Act provide that to the extent requested, the Jasper County Auditor shall make such forms and returns available to the County Auditor of Hampton County. The Company agrees to provide the County with written notice of any failure to comply with the reporting requirements set forth in this Section.

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. The Company acknowledges that the County is subject to the provisions of the South Carolina Freedom of Information Act. The County acknowledges that information the

Company may hereafter provide to the County and which is clearly identified as Confidential Information may be deemed by the Company to be confidential and proprietary. To the extent that the Company clearly identifies information as Confidential Information, the County agrees to maintain the confidentiality of such Confidential Information and will, to the extent permitted by law (including, specifically, the South Carolina Freedom of Information Act), decline to honor any request for release of the Confidential Information so designated to persons other than the Company and its designated officers and representatives. In the event that the County is required by law to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with prompt advance notice of such requirement before making such disclosure. In the event an action at law or equity is brought against the County to require the disclosure of any Confidential Information that the Company identified as Confidential Information, the County reserves the right to include the Company in such action, and the Company hereby agrees to bear the reasonable costs associated with defending the County in such action, including payment of any judgment against the County for attorneys' fees or other liabilities related to such action.

Section 4.03. Modification of Project. As long as no Event of Default exists hereunder, the Company and any Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(a) The Company and each other Co-Investor may, at its own expense, add to the Project Land or any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(b) In any instance where the Company or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(c) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

## ARTICLE V

### PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to

the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each Property Tax Year shall equal:

(i) With respect to any portion of the Project consisting of Non-Qualifying Property, if any, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a “Negotiated FILOT”).

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) for (A) any real property component of the Economic Development Property constructed or purchased in an arm’s length transaction determined by Department of Revenue using the original income tax basis for South Carolina income tax purposes without regard to depreciation, otherwise the real property must be reported at the fair market value for ad valorem property taxes as determined by appraisal, with the fair market value estimate established for the first year of the Negotiated FILOT Payments with respect to such property remaining the fair market value of such real property for the entire Term hereof, and (B) the personal property component of the Economic Development Property determined by Department of Revenue using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (ii) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement; and (iii) an assessment ratio of 6%. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be provided in the amount of forty percent (40%) of each annual FILOT Payment, for each year of the Term. Such Special Source Revenue Credits shall be applied automatically and reflected on each year’s property tax bill provided to the Company.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company or any Co-Investor elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon the Company's or any Co-Investor's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code upon terms and conditions (including evidence acceptable to the County that the Project is free from environmental contamination and mutually agreeable environmental indemnifications and warranties by the Company) acceptable to the County and the Company. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company shall be entitled, to the extent permitted by law: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (ii) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by the Company does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Investment Period. If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(j) In the event that the Company fails to meet and maintain the Project Commitment by and through the end of the Investment Period as provided herein (without regard to any subsequent extensions thereof), the Company shall be obligated to repay a prorated portion of the Special Source Revenue Credits provided under Section 5.01(d) hereof theretofore received by the Company with respect to the qualifying property, and the amount of Special Source Revenue Credits provided to the Company thereafter shall be so reduced with such prorated portion to be calculated by determining the achievement percentage of the Project Commitment as of the last day of the Investment Period.

(k) For example, and by way of example only, if the Company invested \$110,372,500 as of the last day of the Investment Period, the Company would have met 85% of the Project Commitment and would be obligated to repay 15% of the Special

Source Revenue Credits provided under Section 5.01(d) hereof, and the amount of Special Source Revenue Credits provided to the Company thereafter would be reduced by 15%. Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of Sections 5.01(i) hereof shall be paid within ninety (90) days, following written notice thereof from the County to the Company or Co-Investor, as applicable.

(l) The Company agrees to make FILOT Payments with respect to the Economic Development Property that it owns for each Property Tax Year during the term hereof beginning with the Property Tax Year following the year the applicable Economic Development Property is first placed in service. The FILOT Payments shall be made to the Jasper County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Economic Development Property, with the first payment being due on the first date following the delivery of this Agreement when, but for this Agreement, such taxes would have been paid with respect to the Economic Development Property.

(m) To the extent required by Section 4-29-68(A)(2)(ii) of the Code, if the Company claims Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the FILOT Payments due from the Company on such personal property for the year in which the personal property was removed from the Project also shall be due for the two (2) years following such removal.

(n) The Company agrees to provide or cause to be provided all funding for the costs of acquisition, construction, and installation of Infrastructure Improvements (as defined in the Act) for which reimbursement is being provided by the Special Source Revenue Credits. In accordance with the Act, such Special Source Revenue Credits shall not, in the aggregate, exceed the aggregate cost of the Infrastructure Improvements funded from time to time by the Company.

(o) The County and the Company acknowledge and agree that any obligation which the County may incur for the payment of money as a result of the transactions described in the herein, including providing the Special Source Revenue Credits, shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under this Agreement.

## ARTICLE VI

### PAYMENTS BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as

provided in Section 12-44-90 of the Code. The Company expressly acknowledges that in the event of its failure to make the required FILOT Payments when due, that the County is only required to give notice thereof in accordance with the Section 12-44-90 of the Code, and that no further notice is required hereunder in order to enforce the remedies set forth in this Section 6.01, including any notices of default set forth in Article XI hereof. The County's right to receive FILOT Payments shall have a first priority lien status pursuant to Section 12-44-90 of the Code and Chapters 4 and 54 of Title 12 of Code of Laws of South Carolina 1976, as amended.

## ARTICLE VII

### CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

### PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Indemnification. The Company releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Company's performance of its obligations pursuant to this Agreement, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party, or by a breach of this Agreement by the County. The Company further agrees to indemnify and hold harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so, by the Company, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member



of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.03. Sponsors and Sponsor Affiliates. The Company may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-Investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate or other Persons described in Section 9.01 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act are subject to approval in accordance with Section 12-44-130(D) of the Act. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000.00, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity

invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 in accordance with Section 12-44-130(C) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

Section 8.04. Compliance with GASB 77. The Company agrees annually to prepare Form SC DOR PT-300G (Schedule G – Fee in Lieu of Tax Supplemental) with respect to the Project, even if the Company is not required to file such form with the Department of Revenue, and provide a copy to the County not later than June 30 of each year of the Term of this Agreement in order to assist the County in complying with Statement No. 77 of the Governmental Accounting Standards Board known as “GASB 77.” The Company agrees further to cooperate with the County in providing reasonably requested information regarding the Project in order to assist the County in complying with GASB 77.

## ARTICLE IX

### FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and any Co-Investor may at any time: (a) assign or transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any assignment or transfer to any Affiliate of the Company or such Co-Investor, or transfers pursuant to clause (b) above, including, for the avoidance of doubt, any assignment or transfer to any entity that assumes from the Company the purchase agreement with respect to the Land (as to which such transfers the County hereby consents), the Company or such Co-Investor shall first obtain the prior written approval or subsequent ratification of the County, in the County’s sole discretion, and evidenced, to the extent allowed by law, by a Resolution of County Council or a writing signed by an officer of the County; (ii) the Company or the applicable Co-Investor, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iii) the Company or the applicable Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County’s right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes.

## ARTICLE X

### TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. This Agreement has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.Termination.

(a) The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Company's investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in the Project, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(i) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

(b) This Agreement will automatically terminate as provided in Section 12-44-140(B) of the Act in the event the investment requirements at the Project set forth in Section 12-44-140(B) of the Act are not satisfied.

(c) The FILOT incentive with respect to any Sponsor or Sponsor Affiliate will automatically terminate as provided in Section 12-44-140(C) of the Act in the event such Sponsor or Sponsor Affiliate no longer has the statutory minimum level of investment at the Project.

(d) This Agreement will terminate in whole or in part in the event the Company or any other Co-Investor removes real or personal property from the Negotiated FILOT pursuant to Section 4.03(iii) hereof (with such termination effective solely with respect to such removed property).

(e) This Agreement will automatically terminate as provided in Section 5.01(i) hereof.

(f) This Agreement will terminate in whole or in part in the event of casualty or condemnation at the Project and the FILOT is abated pursuant to Section 7.01 hereof (with such termination effective solely with respect to the property subject to such casualty or condemnation).

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

#### Section 11.01. Events of Default by Company.

(a) Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default (but solely with respect to the defaulting entity):

(1) if default shall be made in the due and punctual payment of any FILOT Payments,

(2) if default shall be made in the due and punctual payment of any indemnification payments or Administration Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(3) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraphs (1) and (2), and such default shall continue for sixty (60) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (3) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

(4) if any material representation or warranty on the part of the Company or any Co-Investor made herein (including representations regarding the capital investment resulting from the Project), or in any report, certificate, financial or other statement furnished in connection with this Agreement or the transactions described in this Agreement shall have been false or misleading in any material respect.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this Agreement, and the County’s sole recourse for failure to meet the Investment Requirement shall be as set forth in Section 5.01 hereof.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default by Company (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein; or

(b) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

Section 11.04. No Additional Waiver Implied by One Waiver. In the event any warranty, covenant, or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 11.05. Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder by the Company or any Co-Investor or Sponsor Affiliate, if the County employs attorneys or incurs other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

## ARTICLE XII

### MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Administration Expenses. The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses. The Administration Expenses reimbursable to the County pursuant to this Agreement for the initial drafting and negotiation of this Agreement and related documentation shall not exceed Five Thousand Dollars (\$5,000.00).Section 12.04 Rules of Construction. The County and the

Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.05. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Jasper County  
Attn: Jasper County Administrator  
358 Third Avenue  
Ridgeland, South Carolina 29936

with a copy (which shall not constitute notice) to:

Jasper County  
Attn: Jasper County Attorney  
358 Third Avenue  
Ridgeland, South Carolina 29936

(b) As to the Company:

CP Hardeeville, LLC  
c/o Clarius Partners, LLC  
Attn: Craig Danegger  
200 W. Madison St., Suite 1625  
Chicago, Illinois 60606

With a copy to (which shall not constitute notice):

Stephanie Yarbrough  
c/o Olasimbo Akinfeleye  
1251 Avenue of the Americas  
New York, New York 10020-1104

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.07. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not

expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.08. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.09. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.11. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council.

Section 12.12. 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 12.13. Force Majeure. Except with respect to (i) the obligation to invest at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Economic Development Property by the end of the Investment Period; and (ii) the payment obligations with respect to FILOT Payments, the Administrative Expenses and indemnification of the Indemnified Parties hereunder, the Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

***/SIGNATURE PAGE TO FOLLOW/***

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and behalf by the Council Chair and to be attested by the Clerk to Council; and the Company has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
John A. Kemp  
Chair of County Council  
Jasper County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Wanda Simmons-Giles  
Clerk to County Council  
Jasper County, South Carolina

WITNESS:

\_\_\_\_\_  
Witness #1 Signs Here

\_\_\_\_\_  
Witness #2 Signs Here

STATE OF SOUTH CAROLINA       )  
                                                  ) ss.  
COUNTY OF JASPER                )

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of September, 2025, before me, the undersigned Notary Public of the State of South Carolina, personally appeared John A. Kemp who acknowledged himself to be the Chair of Jasper County Council (the "*County*"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as duly authorized to sign for the County.

\_\_\_\_\_  
Notary Public in and for said County and State

(SEAL)

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

My Commission expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_



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

Witness #2 Signs Here

TO WIT:

AS WITNESS my hand and Notarial Seal.

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

My Commission expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

## **EXHIBIT A**

### **Land**

**PIN 038-00-04-059**

**PARCEL D - CLARIUS PARK HARDEEVILLE**

**63.002 ACRES**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN JASPER COUNTY, STATE OF SOUTH CAROLINA, BEING SHOWN AND DEPICTED ON THAT "RECOMBINATION & SUBDIVISION OF 'AREA 1' OF THE MONROE TRACT AND 'PARCEL A' OF THE KENNY HEYWORD ESTATE TRACT" AS "PARCEL D", PREPARED FOR CP HARDEEVILLE, LLC, BY THOMAS & HUTTON, DATED AUGUST 2, 2022, RECORDED IN PLAT BOOK 38, PAGE 537,, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT A 5/8" IRON REBAR LOCATED AT NORTH ATLANTIC DATUM 1983 (NAD83), SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH 134,170.073 FEET AND EAST 1,979,366.677 FEET; THENCE N 48°16'41" E A DISTANCE OF 56.80 FEET TO A POINT; THENCE S 88°00'01" E A DISTANCE OF 2,341.24 FEET TO A POINT; THENCE 357.36 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 227.50 FEET, A CHORD BEARING OF S 43°00'01" E AND A CHORD DISTANCE OF 321.73 FEET TO A POINT; THENCE S 01°59'59" W A DISTANCE OF 601.30 FEET TO A POINT; THENCE 362.07 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 230.50 FEET, A CHORD BEARING OF S 46°59'59" W AND A CHORD DISTANCE OF 325.98 FEET TO A POINT; THENCE N 88°00'01" W A DISTANCE OF 2,121.08 FEET TO A POINT; THENCE 469.28 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 290.50 FEET, A CHORD BEARING OF N 41°43'19" W AND A CHORD DISTANCE OF 419.89 FEET TO A POINT; THENCE N 04°33'23" E A DISTANCE OF 717.30 FEET TO A POINT ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 2,744,389 SQUARE FEET OR 63.002 ACRES OF LAND.

**PIN 038-00-04-064**

**PARCEL E - CLARIUS PARK HARDEEVILLE**

**11.577 ACRES**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN JASPER COUNTY, STATE OF SOUTH CAROLINA, BEING SHOWN AND DEPICTED ON THAT "RECOMBINATION & SUBDIVISION OF 'AREA 1' OF THE MONROE TRACT AND 'PARCEL A' OF THE KENNY HEYWORD ESTATE TRACT" AS "PARCEL E", PREPARED FOR CP HARDEEVILLE, LLC, BY THOMAS & HUTTON, DATED AUGUST 2, 2022, RECORDED IN PLAT BOOK 38, PAGE 537, JASPER COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT A 5/8" IRON REBAR LOCATED AT NORTH ATLANTIC DATUM 1983 (NAD83), SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH 133,049.818 FEET AND EAST 1,980,069.637 FEET; THENCE S 88°00'01" E A DISTANCE OF 980.39 FEET TO A 5/8" IRON REBAR; THENCE S 43°00'01" E A DISTANCE OF 41.21 FEET TO A 5/8" IRON REBAR; THENCE S 01°59'59" W A DISTANCE OF 499.80 FEET TO A 5/8" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 746.53 FEET TO A 5/8" IRON REBAR; THENCE N 55°11'26" W A DISTANCE OF 2.73 FEET TO A 5/8" IRON REBAR; THENCE 201.74 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 8,654.16 FEET, A CHORD BEARING OF N 56°32'33" W AND A CHORD DISTANCE OF 201.73 FEET TO A 5/8" IRON REBAR; THENCE N 57°12'37" W A DISTANCE OF 77.48 FEET TO A 5/8" IRON REBAR; THENCE N 01°59'59" E A DISTANCE OF 360.45 FEET TO A 5/8" IRON REBAR; THENCE N 43°00'01" W A DISTANCE OF 31.21 FEET TO A 5/8" IRON REBAR ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 504,308 SQUARE FEET OR 11.577 ACRES OF LAND.

**PIN 038-00-04-065**

**PARCEL F - CLARIUS PARK HARDEEVILLE**

**26.558 ACRES**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN JASPER COUNTY, STATE OF SOUTH CAROLINA, BEING SHOWN AND DEPICTED ON THAT "RECOMBINATION & SUBDIVISION OF 'AREA 1' OF THE MONROE TRACT AND 'PARCEL A' OF THE KENNY HEYWORD ESTATE TRACT" AS "PARCEL F", PREPARED FOR CP HARDEEVILLE, LLC, BY THOMAS & HUTTON, DATED AUGUST 2, 2022, RECORDED IN PLAT BOOK 38, PAGE 537, JASPER COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT A 5/8" IRON REBAR LOCATED AT NORTH ATLANTIC DATUM 1983 (NAD83), SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH 133,011.722 FEET AND EAST 1,981,160.704 FEET; THENCE S 01°59'59" W A DISTANCE OF 282.22 FEET TO A 5/8" IRON REBAR; THENCE S 88°00'01" E A DISTANCE OF 50.09 FEET TO A 5/8" IRON REBAR; THENCE S 01°59'59" W A DISTANCE OF 922.33 FEET TO A 5/8" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 50.09 FEET TO A 5/8" IRON REBAR; THENCE S 46°59'59" W A DISTANCE OF 14.14 FEET TO A 5/8" IRON REBAR; THENCE S 01°59'59" W A DISTANCE OF 202.53 FEET TO A 5/8" IRON REBAR; THENCE S 46°59'59" W A DISTANCE OF 72.65 FEET TO A 5/8" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 639.91 FEET TO A 5/8" IRON REBAR; THENCE 214.28 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 2,924.78 FEET, A CHORD BEARING OF N 33°00'39" W AND A CHORD DISTANCE OF 214.23 FEET TO A 5/8" IRON REBAR; THENCE N 01°59'59" E A DISTANCE OF 657.83 FEET TO A 5/8" IRON REBAR; THENCE S 88°00'01" E A DISTANCE OF 53.05 FEET TO A 5/8" IRON REBAR; THENCE N 01°59'59" E A DISTANCE OF 534.80 FEET TO A 5/8" IRON REBAR; THENCE N 47°00'26" E A DISTANCE OF 41.22 FEET TO A 5/8" IRON REBAR ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 1,156,888 SQUARE FEET OR 26.558 ACRES OF LAND.

**PIN 038-00-04-067**  
**COMMON AREA A**  
**LESS AND EXCEPT SC-170 RIGHT OF WAY EXPANSION**  
**10.961 ACRES**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HARDEEVILLE, JASPER COUNTY, STATE OF SOUTH CAROLINA, AND BEING SHOWN AND DEPICTED AS "COMMON AREA A" ON THAT PLAT ENTITLED "A RECOMBINATION & SUBDIVISION OF "AREA 1" OF THE MONROE TRACT AND "PARCEL A" OF THE KENNY HEYWORD ESTATE TRACT", PREPARED FOR CP HARDEEVILLE, LLC, BY THOMAS AND HUTTON, DATED AUGUST 2, 2022, RECORDED IN PLAT BOOK 38, PAGE 537, JASPER COUNTY, SOUTH CAROLINA, RECORDS, LESS AND EXCEPT THAT PROPOSED 30' RIGHT OF WAY FRONTAGE EXPANSION AS PER SCDOT PERMIT #261751 AS SHOWN ON THAT PLAT RECORDED IN PLAT BOOK 38, PAGE 1074, JASPER COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT A 1/2" IRON REBAR LOCATED AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE CLARIUS PARK HARDEVILLE'S COMMON AREA RIGHT OF WAY (VARIABLE PRIVATE RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY OF FREEDOM PARKWAY (PUBLIC 105' RIGHT OF WAY); THENCE CONTINUING ALONG SAID FREEDOM PARKWAY RIGHT OF WAY LINE N 05°37'12" E A DISTANCE OF 24.58 FEET TO A 1/2" IRON REBAR; THENCE DEPARTING AFORESAID RIGHT OF WAY S 84°18'20" E A DISTANCE OF 1,230.00 FEET TO A 1/2" IRON REBAR; THENCE N 06°57'40" E A DISTANCE OF 241.46 FEET TO A 1/2" IRON REBAR; THENCE N 07°01'29" E A DISTANCE OF 229.94 FEET TO A 1/2" IRON REBAR; THENCE N 09°08'59" E A DISTANCE OF 198.36 FEET TO A 1/2" IRON REBAR; THENCE N 09°18'25" E A DISTANCE OF 389.76 FEET TO A 1/2" IRON REBAR; THENCE 752.44 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,943.20 FEET, A CHORD BEARING OF S 44°54'34" E AND A CHORD DISTANCE OF 747.75 FEET TO A 1/2" IRON REBAR; THENCE S 56°00'00" E A DISTANCE OF 751.27 FEET TO A 1/2" IRON REBAR; THENCE S 12°33'15" W A DISTANCE OF 245.30 FEET TO A 1/2" IRON REBAR; THENCE S 01°02'58" W A DISTANCE OF 264.52 FEET TO A 1/2" IRON REBAR; THENCE S 03°57'04" E A DISTANCE OF 263.48 FEET TO A 1/2" IRON REBAR; THENCE S 02°03'15" W A DISTANCE OF 207.67 FEET TO A 1/2" IRON REBAR; THENCE S 00°43'57" W A DISTANCE OF 166.51 FEET TO A 1/2" IRON REBAR; THENCE S 87°57'00" E A DISTANCE OF 178.46 FEET TO A 1/2" IRON REBAR; THENCE S 87°44'12" E A DISTANCE OF 430.40 FEET TO A 1/2" IRON REBAR; THENCE S 87°46'06" E A DISTANCE OF 891.23 FEET TO A 1/2" IRON REBAR; THENCE N 04°41'54" E A DISTANCE OF 119.67 FEET TO A 1/2" IRON REBAR; THENCE S 49°15'43" E A DISTANCE OF 123.82 FEET TO A 1/2" IRON REBAR; THENCE S 49°15'43" E A DISTANCE OF 99.58 FEET TO A 1/2" IRON REBAR; THENCE S 49°15'43" E A DISTANCE OF 64.92 FEET TO A 1/2" IRON REBAR; THENCE S 40°56'23" W A DISTANCE OF 147.02 FEET TO A 1/2" IRON REBAR; THENCE 131.45 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 147.50 FEET, A CHORD BEARING OF S 66°28'11" W AND A CHORD DISTANCE OF 127.14 FEET TO A 1/2" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 70.21 FEET TO A 1/2" IRON REBAR; THENCE N 53°48'22" W A DISTANCE OF 18.36 FEET TO A 1/2" IRON REBAR; THENCE 368.03 FEET ALONG

THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 302.50 FEET, A CHORD BEARING OF N 53°08'46" W AND A CHORD DISTANCE OF 345.75 FEET TO A 1/2" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 1,203.75 FEET TO A 1/2" IRON REBAR; THENCE N 00°43'59" E A DISTANCE OF 193.85 FEET TO A 1/2" IRON REBAR; THENCE N 02°03'14" E A DISTANCE OF 205.62 FEET TO A 1/2" IRON REBAR; THENCE N 03°57'04" W A DISTANCE OF 193.89 FEET TO A 1/2" IRON REBAR; THENCE N 03°32'20" W A DISTANCE OF 75.35 FEET TO A 1/2" IRON REBAR; THENCE N 01°02'58" E A DISTANCE OF 265.52 FEET TO A 1/2" IRON REBAR; THENCE N 12°33'14" E A DISTANCE OF 227.00 FEET TO A 1/2" IRON REBAR; THENCE N 56°00'00" W A DISTANCE OF 109.90 FEET TO A 1/2" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 467.83 FEET TO A 1/2" IRON REBAR; THENCE N 01°59'59" E A DISTANCE OF 35.00 FEET TO A 1/2" IRON REBAR; THENCE N 01°59'59" E A DISTANCE OF 244.27 FEET TO A 1/2" IRON REBAR; THENCE N 49°04'56" W A DISTANCE OF 161.75 FEET TO A 1/2" IRON REBAR; THENCE N 87°54'49" W A DISTANCE OF 454.13 FEET TO A 1/2" IRON REBAR; THENCE S 09°08'58" W A DISTANCE OF 53.46 FEET TO A 1/2" IRON REBAR; THENCE S 01°59'59" W A DISTANCE OF 809.27 FEET TO A 1/2" IRON REBAR; THENCE 449.28 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 305.50 FEET, A CHORD BEARING OF N 42°46'47" W AND A CHORD DISTANCE OF 409.87 FEET TO A 1/2" IRON REBAR; THENCE N 84°54'37" W A DISTANCE OF 1,039.17 FEET TO A 1/2" IRON REBAR ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 477,473 SQUARE FEET OR 10.961 ACRES OF LAND.

**PIN 038-00-04-068**

**COMMON AREA B**

**LESS AND EXCEPT SC-170 RIGHT OF WAY EXPANSION**

**52.245 ACRES**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HARDEEVILLE, JASPER COUNTY, STATE OF SOUTH CAROLINA, AND BEING SHOWN AND DEPICTED AS "COMMON AREA B" ON THAT PLAT ENTITLED "A RECOMBINATION & SUBDIVISION OF "AREA 1" OF THE MONROE TRACT AND "PARCEL A" OF THE KENNY HEYWORD ESTATE TRACT", PREPARED FOR CP HARDEEVILLE, LLC, BY THOMAS AND HUTTON, DATED AUGUST 2, 2022, RECORDED IN PLAT BOOK 38, PAGE 537, JASPER COUNTY, SOUTH CAROLINA, RECORDS, LESS AND EXCEPT THAT PROPOSED 30' RIGHT OF WAY FRONTAGE EXPANSION AS PER SCDOT PERMIT #261751 AS SHOWN ON THAT PLAT RECORDED IN PLAT BOOK 38, PAGE 1074, JASPER COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT A 1/2" IRON REBAR LOCATED AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF THE CLARIUS PARK HARDEEVILLE'S COMMON AREA RIGHT OF WAY (VARIABLE PRIVATE RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY OF FREEDOM PARKWAY (PUBLIC 105' RIGHT OF WAY); THENCE DEPARTING SAID FREEDOM PARKWAY RIGHT OF WAY S 84°54'37" E A DISTANCE OF 88.33 FEET TO A POINT; THENCE 44.17 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 40.59 FEET, A CHORD BEARING OF S 53°43'59" E AND A CHORD DISTANCE OF 42.03 FEET TO A POINT; THENCE WITH A REVERSE CURVE 184.13 FEET ALONG THE ARC OF A CURVE

TURNING TO THE LEFT, HAVING A RADIUS OF 84.60 FEET, A CHORD BEARING OF S 84°54'37" E AND A CHORD DISTANCE OF 149.88 FEET TO A POINT; THENCE WITH A REVERSE CURVE 44.76 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 40.59 FEET, A CHORD BEARING OF N 64°19'34" E AND A CHORD DISTANCE OF 42.53 FEET TO A POINT; THENCE S 88°43'28" E A DISTANCE OF 183.01 FEET TO A POINT; THENCE N 89°21'45" E A DISTANCE OF 173.67 FEET TO A POINT; THENCE S 84°54'37" E A DISTANCE OF 373.93 FEET TO A POINT; THENCE 359.92 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 230.50 FEET, A CHORD BEARING OF S 40°10'37" E AND A CHORD DISTANCE OF 324.46 FEET TO A POINT; THENCE S 04°33'23" W A DISTANCE OF 1,543.03 FEET TO A POINT; THENCE 590.43 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 365.50 FEET, A CHORD BEARING OF S 41°43'19" E AND A CHORD DISTANCE OF 528.30 FEET TO A POINT; THENCE S 88°00'01" E A DISTANCE OF 483.41 FEET TO A POINT; THENCE S 43°00'01" E A DISTANCE OF 31.21 FEET TO A POINT; THENCE S 01°59'59" W A DISTANCE OF 360.45 FEET TO A POINT; THENCE S 57°12'37" E A DISTANCE OF 77.48 FEET TO A POINT; THENCE 201.74 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 8,654.16 FEET, A CHORD BEARING OF S 56°32'33" E AND A CHORD DISTANCE OF 201.73 FEET TO A POINT; THENCE S 55°11'26" E A DISTANCE OF 2.73 FEET TO A POINT; THENCE S 88°00'01" E A DISTANCE OF 746.53 FEET TO A POINT; THENCE S 01°59'59" W A DISTANCE OF 35.00 FEET TO A POINT; THENCE S 01°59'59" W A DISTANCE OF 657.83 FEET TO A POINT; THENCE 214.28 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 2,924.78 FEET, A CHORD BEARING OF S 33°00'39" E AND A CHORD DISTANCE OF 214.23 FEET TO A POINT; THENCE S 88°00'01" E A DISTANCE OF 639.91 FEET TO A POINT; THENCE N 46°59'59" E A DISTANCE OF 72.65 FEET TO A POINT; THENCE N 01°59'59" E A DISTANCE OF 202.53 FEET TO A POINT; THENCE N 46°59'59" E A DISTANCE OF 14.14 FEET TO A POINT; THENCE S 88°00'01" E A DISTANCE OF 50.09 FEET TO A POINT; THENCE N 01°59'59" E A DISTANCE OF 922.33 FEET TO A POINT; THENCE N 88°00'01" W A DISTANCE OF 50.09 FEET TO A POINT; THENCE N 01°59'59" E A DISTANCE OF 282.22 FEET TO A POINT; THENCE 267.01 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 305.50 FEET, A CHORD BEARING OF N 27°02'19" E AND A CHORD DISTANCE OF 258.60 FEET TO A POINT; THENCE N 01°59'59" E A DISTANCE OF 376.26 FEET TO A POINT; THENCE S 88°00'01" E A DISTANCE OF 229.96 FEET TO A POINT; THENCE N 01°59'59" E A DISTANCE OF 316.05 FEET TO A POINT; THENCE 14.86 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 222.50 FEET, A CHORD BEARING OF N 42°51'11" E AND A CHORD DISTANCE OF 14.86 FEET TO A POINT; THENCE N 40°56'23" E A DISTANCE OF 147.29 FEET TO A POINT; THENCE S 49°15'43" E A DISTANCE OF 128.62 FEET TO A POINT; THENCE 829.48 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,943.32 FEET, A CHORD BEARING OF S 61°29'24" E AND A CHORD DISTANCE OF 823.19 FEET TO A POINT; THENCE S 73°43'04" E A DISTANCE OF 280.51 FEET TO A POINT; THENCE S 38°34'55" W A DISTANCE OF 191.71 FEET TO A POINT; THENCE N 85°29'30" W A DISTANCE OF 1,265.04 FEET TO A POINT; THENCE S 02°08'09" W A DISTANCE OF 134.54 FEET TO A POINT; THENCE S 02°08'57" W A DISTANCE OF 188.78 FEET TO A POINT; THENCE S 02°03'52" W A DISTANCE OF 192.46 FEET TO A POINT; THENCE S 02°18'21" W A DISTANCE OF 387.33 FEET TO A POINT; THENCE S 02°20'49" W A DISTANCE OF 386.24 FEET TO A POINT; THENCE S

02°15'10" W A DISTANCE OF 532.05 FEET TO A POINT; THENCE S 37°30'49" W A DISTANCE OF 45.60 FEET TO A POINT; THENCE S 35°44'30" W A DISTANCE OF 922.58 FEET TO A POINT; THENCE 2,028.69 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 2,914.78 FEET, A CHORD BEARING OF N 35°16'38" W AND A CHORD DISTANCE OF 1,987.99 FEET TO A POINT; THENCE WITH A COMPOUND CURVE 201.45 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 8,644.16 FEET, A CHORD BEARING OF N 56°32'34" W AND A CHORD DISTANCE OF 201.44 FEET TO A POINT; THENCE N 57°12'37" W A DISTANCE OF 1,451.00 FEET TO A POINT; THENCE N 32°47'23" E A DISTANCE OF 25.00 FEET TO A POINT; THENCE N 57°12'37" W A DISTANCE OF 1,100.00 FEET TO A POINT; THENCE N 32°47'23" E A DISTANCE OF 25.00 FEET TO A POINT; THENCE N 57°12'37" W A DISTANCE OF 368.97 FEET TO A POINT; THENCE N 32°55'12" E A DISTANCE OF 53.54 FEET TO A POINT; THENCE S 57°07'18" E A DISTANCE OF 180.73 FEET TO A POINT; THENCE N 89°11'34" E A DISTANCE OF 1,373.22 FEET TO A POINT; THENCE N 03°37'19" E A DISTANCE OF 627.14 FEET TO A POINT; THENCE N 04°36'07" E A DISTANCE OF 266.09 FEET TO A POINT; THENCE N 83°57'54" W A DISTANCE OF 1,230.76 FEET TO A POINT; THENCE N 05°37'12" E A DISTANCE OF 83.90 FEET TO A POINT ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 2,275,807 SQUARE FEET OR 52.245 ACRES OF LAND.

**PIN 038-00-04-069**

**COMMON AREA RW**

**LESS AND EXCEPT SC-170 RIGHT OF WAY EXPANSION**

**20.661 ACRES**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF HARDEEVILLE, JASPER COUNTY, STATE OF SOUTH CAROLINA, AND BEING SHOWN AND DEPICTED AS "COMMON AREA RW" ON THAT PLAT ENTITLED "A RECOMBINATION & SUBDIVISION OF "AREA 1" OF THE MONROE TRACT AND "PARCEL A" OF THE KENNY HEYWORD ESTATE TRACT", PREPARED FOR CP HARDEEVILLE, LLC, BY THOMAS AND HUTTON, DATED AUGUST 2, 2022, RECORDED IN PLAT BOOK 38, PAGE 537, JASPER COUNTY, SOUTH CAROLINA, RECORDS, LESS AND EXCEPT THAT PROPOSED 30' RIGHT OF WAY FRONTAGE EXPANSION AS PER SCDOT PERMIT #261751 AS SHOWN ON THAT PLAT RECORDED IN PLAT BOOK 38, PAGE 1074, JASPER COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT A 1/2" IRON REBAR LOCATED AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE CLARIUS PARK HARDEEVILLE'S COMMON AREA RIGHT OF WAY (VARIABLE PRIVATE RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY OF FREEDOM PARKWAY (PUBLIC 105' RIGHT OF WAY); THENCE DEPARTING AFORESAID FREEDOM PARKWAY RIGHT OF WAY S 84°54'37" E A DISTANCE OF 1,039.17 FEET TO A 1/2" IRON REBAR; THENCE 449.28 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 305.50 FEET, A CHORD BEARING OF S 42°46'47" E AND A CHORD DISTANCE OF 409.87 FEET TO A 1/2" IRON REBAR; THENCE WITH A COMPOUND CURVE 27.75 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 305.50 FEET, A CHORD BEARING OF S 01°57'13" W AND A CHORD

DISTANCE OF 27.74 FEET TO A 1/2" IRON REBAR; THENCE S 04°33'23" W A DISTANCE OF 9.59 FEET TO A 1/2" IRON REBAR; THENCE S 41°43'19" E A DISTANCE OF 39.86 FEET TO A 1/2" IRON REBAR; THENCE S 88°00'01" E A DISTANCE OF 497.96 FEET TO A 1/2" IRON REBAR; THENCE N 46°59'59" E A DISTANCE OF 21.21 FEET TO A 1/2" IRON REBAR; THENCE N 01°59'59" E A DISTANCE OF 566.89 FEET TO A 1/2" IRON REBAR; THENCE S 87°59'43" E A DISTANCE OF 46.52 FEET TO A 1/2" IRON REBAR; THENCE S 01°59'59" W A DISTANCE OF 35.00 FEET TO A 1/2" IRON REBAR; THENCE S 01°59'59" W A DISTANCE OF 531.89 FEET TO A 1/2" IRON REBAR; THENCE S 43°00'06" E A DISTANCE OF 21.21 FEET TO A 1/2" IRON REBAR; THENCE S 88°00'01" E A DISTANCE OF 508.86 FEET TO A 1/2" IRON REBAR; THENCE S 03°32'20" E A DISTANCE OF 75.35 FEET TO A 1/2" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 1,083.62 FEET TO A 1/2" IRON REBAR; THENCE S 49°33'23" W A DISTANCE OF 55.35 FEET TO A 1/2" IRON REBAR; THENCE S 04°33'23" W A DISTANCE OF 536.45 FEET TO A 1/2" IRON REBAR; THENCE S 41°43'19" E A DISTANCE OF 26.28 FEET TO A 1/2" IRON REBAR; THENCE S 88°00'01" E A DISTANCE OF 1,154.43 FEET TO A 1/2" IRON REBAR; THENCE S 88°00'01" E A DISTANCE OF 1,203.75 FEET TO A 1/2" IRON REBAR; THENCE 368.03 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 302.50 FEET, A CHORD BEARING OF S 53°08'46" E AND A CHORD DISTANCE OF 345.75 FEET TO A 1/2" IRON REBAR; THENCE S 53°48'22" E A DISTANCE OF 18.36 FEET TO A 1/2" IRON REBAR; THENCE S 88°00'01" E A DISTANCE OF 70.21 FEET TO A 1/2" IRON REBAR; THENCE 131.45 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 147.50 FEET, A CHORD BEARING OF N 66°28'11" E AND A CHORD DISTANCE OF 127.14 FEET TO A 1/2" IRON REBAR; THENCE N 40°56'23" E A DISTANCE OF 147.02 FEET TO A 1/2" IRON REBAR; THENCE S 49°15'43" E A DISTANCE OF 75.00 FEET TO A 1/2" IRON REBAR; THENCE S 40°56'23" W A DISTANCE OF 147.29 FEET TO A 1/2" IRON REBAR; THENCE 14.86 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 222.50 FEET, A CHORD BEARING OF S 42°51'11" W AND A CHORD DISTANCE OF 14.86 FEET TO A 1/2" IRON REBAR; THENCE WITH A COMPOUND CURVE 183.42 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 222.50 FEET, A CHORD BEARING OF S 68°22'59" W AND A CHORD DISTANCE OF 178.27 FEET TO A 1/2" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 53.05 FEET TO A 1/2" IRON REBAR; THENCE S 44°55'15" W A DISTANCE OF 19.92 FEET TO A 1/2" IRON REBAR; THENCE S 01°59'59" W A DISTANCE OF 230.04 FEET TO A 1/2" IRON REBAR; THENCE S 01°59'59" W A DISTANCE OF 376.26 FEET TO A 1/2" IRON REBAR; THENCE 267.01 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 305.50 FEET, A CHORD BEARING OF S 27°02'19" W AND A CHORD DISTANCE OF 258.60 FEET TO A 1/2" IRON REBAR; THENCE WITH A COMPOUND CURVE 212.86 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 305.50 FEET, A CHORD BEARING OF S 72°02'19" W AND A CHORD DISTANCE OF 208.58 FEET TO A 1/2" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 545.94 FEET TO A 1/2" IRON REBAR; THENCE S 47°00'26" W A DISTANCE OF 41.22 FEET TO A 1/2" IRON REBAR; THENCE S 01°59'59" W A DISTANCE OF 534.80 FEET TO A 1/2" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 53.05 FEET TO A 1/2" IRON REBAR; THENCE N 01°59'59" E A DISTANCE OF 35.00 FEET TO A 1/2" IRON REBAR; THENCE N 01°59'59" E A DISTANCE OF 499.80 FEET TO A 1/2" IRON REBAR; THENCE N 43°00'01" W A DISTANCE OF 41.21 FEET TO A 1/2" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 980.39 FEET TO A 1/2" IRON REBAR; THENCE N 88°00'01" W A DISTANCE OF 483.41



FEET TO A 1/2" IRON REBAR; THENCE 590.43 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 365.50 FEET, A CHORD BEARING OF N 41°43'19" W AND A CHORD DISTANCE OF 528.30 FEET TO A 1/2" IRON REBAR; THENCE N 04°33'23" E A DISTANCE OF 1,543.03 FEET TO A 1/2" IRON REBAR; THENCE 359.92 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 230.50 FEET, A CHORD BEARING OF N 40°10'37" W AND A CHORD DISTANCE OF 324.46 FEET TO A 1/2" IRON REBAR; THENCE N 84°54'37" W A DISTANCE OF 373.93 FEET TO A 1/2" IRON REBAR; THENCE S 89°21'45" W A DISTANCE OF 173.67 FEET TO A 1/2" IRON REBAR; THENCE N 88°43'28" W A DISTANCE OF 183.01 FEET TO A 1/2" IRON REBAR; THENCE 44.76 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 40.59 FEET, A CHORD BEARING OF S 64°19'34" W AND A CHORD DISTANCE OF 42.53 FEET TO A 1/2" IRON REBAR; THENCE WITH A REVERSE CURVE 184.13 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 84.60 FEET, A CHORD BEARING OF N 84°54'37" W AND A CHORD DISTANCE OF 149.88 FEET TO A 1/2" IRON REBAR; THENCE WITH A REVERSE CURVE 44.17 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 40.59 FEET, A CHORD BEARING OF N 53°43'59" W AND A CHORD DISTANCE OF 42.03 FEET TO A 1/2" IRON REBAR; THENCE N 84°54'37" W A DISTANCE OF 88.33 FEET TO A 1/2" IRON REBAR; THENCE N 05°37'12" E A DISTANCE OF 99.50 FEET TO A 1/2" IRON REBAR ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 3,644,367 SQUARE FEET OR 83.663 ACRES OF LAND, LESS AND EXCEPTING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN JASPER COUNTY, STATE OF SOUTH CAROLINA, BEING SHOWN AND DEPICTED ON THAT "RECOMBINATION & SUBDIVISION OF 'AREA 1' OF THE MONROE TRACT AND 'PARCEL A' OF THE KENNY HEYWORD ESTATE TRACT" AS "PARCEL D", PREPARED FOR CP HARDEEVILLE, LLC, BY THOMAS & HUTTON, DATED AUGUST 2, 2022, RECORDED IN PLAT BOOK 38, PAGE 537,, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AND BEGINNING AT A 5/8" IRON REBAR LOCATED AT NORTH ATLANTIC DATUM 1983 (NAD83), SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH 134,170.073 FEET AND EAST 1,979,366.677 FEET; THENCE N 48°16'41" E A DISTANCE OF 56.80 FEET TO A POINT; THENCE S 88°00'01" E A DISTANCE OF 2,341.24 FEET TO A POINT; THENCE 357.36 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 227.50 FEET, A CHORD BEARING OF S 43°00'01" E AND A CHORD DISTANCE OF 321.73 FEET TO A POINT; THENCE S 01°59'59" W A DISTANCE OF 601.30 FEET TO A POINT; THENCE 362.07 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 230.50 FEET, A CHORD BEARING OF S 46°59'59" W AND A CHORD DISTANCE OF 325.98 FEET TO A POINT; THENCE N 88°00'01" W A DISTANCE OF 2,121.08 FEET TO A POINT; THENCE 469.28 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 290.50 FEET, A CHORD BEARING OF N 41°43'19" W AND A CHORD DISTANCE OF 419.89 FEET TO A POINT; THENCE N 04°33'23" E A DISTANCE OF 717.30 FEET TO A POINT ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 2,744,389 SQUARE FEET OR 63.002 ACRES OF LAND, THE AFORESAID LANDS HAVING AN AGGREGATE AREA OF 899,978.350 SQUARE FEET OR 20.661 ACRES OF LAND.

# AGENDA

## ITEM # 12

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR JASPER COUNTY  
ORDINANCE NO. O-2025-27

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU  
OF *AD VALOREM* TAXES BY AND BETWEEN JASPER COUNTY,  
SOUTH CAROLINA AND CCBCC OPERATIONS, LLC, TO PROVIDE  
FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER  
RELATED MATTERS.**

WHEREAS, Jasper County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Hampton County, South Carolina (the “Park”) that is governed by that Agreement for the Establishment of a Multi-County Industrial/Business Park, effective as of May 6, 2013, by and between the County and Hampton County, South Carolina;

WHEREAS, CCBCC Operations, LLC (“Sponsor”), desires to expand its distribution facility in the County (“Project”) consisting of taxable investment in real and personal property of approximately \$7,400,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as Sponsor, the form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property.

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

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

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

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

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

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

**Section 3. *Acknowledgement of Location within the Park.*** The inclusion of the Project in the Park is authorized and approved, and there is no other action required by the County to include the Project within the Park as the Project is located on real property that is situated and located within the Park. In the event it is determined that the Project is not located within the Park, 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 accommodate and include the Project.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development 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 Sponsor under this Ordinance and the Fee Agreement.

**Section 5. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 6. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 7. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

JASPER COUNTY, SOUTH CAROLINA

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John A. Kemp, Chair, Jasper County Council

(SEAL)  
ATTEST:

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

First Reading: **08.18.2025**  
Second Reading: **09.02.2025**  
Public Hearing: **09.02.2025**  
Third Reading:

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT**

**BETWEEN**

**CCBCC OPERATIONS, LLC**

**AND**

**JASPER COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF [●], 2025**

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Exhibit A – Description of Property  
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## SUMMARY OF CONTENTS OF FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

| PROVISION                                 | BRIEF DESCRIPTION               | SECTION REFERENCE   |
|-------------------------------------------|---------------------------------|---------------------|
| <b>Sponsor Name</b>                       | <b>CCBCC Operations, LLC</b>    | Section 1.1         |
| <b>Project Location</b>                   | <b>84 Carolina Cherry Drive</b> | Exhibit A           |
| <b>Tax Map No.</b>                        | 048-00-01-039; 045-00-01-037    | Exhibit A           |
| <b>FILOT</b>                              |                                 |                     |
| • Phase Exemption Period                  | 15 Years                        | Section 1.1.        |
| • Contract Minimum Investment Requirement | \$7,400,000                     | Section 1.1         |
| • Investment Period                       | 2 Years                         | Section 1.1         |
| • Assessment Ratio                        | 6%                              | Section 4.1(a)(ii)  |
| • Millage Rate                            | 341.00                          | Section 4.1(a)(iii) |
| • Fixed or Five-Year Adjustable Millage   | Fixed                           | Section 4.1(a)(iii) |
| • Claw Back Information                   | Statutory                       |                     |
| <b>Multicounty Park</b>                   | Hampton-Jasper                  | Section 1.1         |

## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [●], 2025, between Jasper County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Jasper County Council (“*County Council*”) as the governing body of the County, and CCBCC Operations, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has committed to expand its distribution facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of approximately \$7,400,000;

(c) By an ordinance enacted on [●], 2025, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a multicounty park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located in a multicounty park, references to taxes or *ad valorem* taxes means the fees-in-lieu of *ad valorem* taxes provided for in the MCIP Act.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years of the Commencement Date, or a combined total investment of at least \$5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable, out-of-pocket expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement for reasonable attorney’s and consultant’s fees; provided, however, Administration Expenses shall in no event exceed \$5,000. Administration Expenses do not include any reasonable costs or expenses, including

attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement. The Sponsor acknowledges that the County does not have an obligation to defend any challenges, but the County agrees to notify the Company in case of any challenges and provide a reasonable opportunity to the Sponsor to discuss the County's intended response to the challenge and any possible cooperation between the County and the Company in responding to the challenge.

**"Code"** means the Code of Laws of South Carolina, 1976, as amended.

**"Commencement Date"** means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2025. The parties agree that in the case the Sponsor fails to establish the Commencement Date prior to the last day of the property tax year that is three years from the year in which the County and the Sponsor entered into this Fee Agreement (i.e., later than December 31, 2028), the Fee Agreement shall not be invalidated (except as otherwise may be required under State law), and (i) the Commencement Date shall be deemed to be December 31, 2028, and (ii) the term of the Investment Period shall be deemed to have commenced as of December 31, 2028.

**"Contract Minimum Investment Requirement"** means a taxable investment in real and personal property at the Project of not less than \$7,400,000.

**"County"** means Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

**"County Council"** means the Jasper County Council, the governing body of the County.

**"Department"** means the South Carolina Department of Revenue.

**"Diminution in Value"** means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

**"Economic Development Property"** means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

**"Equipment"** means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

**"Event of Default"** means any event of default specified in Section 7.1 of this Fee Agreement.

**"Fee Agreement"** means this Fee-In-Lieu Of *Ad Valorem* Taxes Agreement.

**“Fee Term”** means the period from the effective date of this Fee Agreement until the Final Termination Date.

**“FILOT Payments”** means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in the Multicounty Park.

**“Final Phase”** means the Economic Development Property placed in service during the last year of the Investment Period.

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2040, the Final Termination Date is expected to be January 15, 2042, which is the due date of the last FILOT Payment with respect to the Final Phase.

**“Improvements”** means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**“Infrastructure”** means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

**“Infrastructure Credit”** means the special source revenue credit Sponsor is eligible to receive pursuant to Section 12-44-70 of the Act and Section 4-1-175 of the MCIP Act, with respect to the Infrastructure.

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending two years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2027.

**“MCIP Act”** means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

**“Multicounty Park”** means the multicounty industrial or business park governed by the Agreement for Establishment of Multi-County Industrial/Business Park, dated as of May 6, 2013, between the County and Hampton County, South Carolina, as amended.

**“Phase”** means the Economic Development Property placed in service during a particular year of the Investment Period.

**“Phase Exemption Period”** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

**“Phase Termination Date”** means, with respect to each Phase, the last day of the property tax year which is the 14<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

**“Project”** means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

**“Real Property”** means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor to the County, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor’s filing with the Department of Form PT-300 with Schedule S and Z attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act if the Sponsor provides the County with a copy of same.

**“Removed Components”** means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

**“Replacement Property”** means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

**“Sponsor”** means CCBCC Operations, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

**“Sponsor Affiliate”** means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

**“State”** means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. *Representations and Warranties of the County.*** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter

into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" by adopting an inducement resolution, as defined in the Act, on [●], 2025.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The Project is located in the Multicounty Park and no further action on the County's behalf is required to include the Project within the Multicounty Park or expand the Multicounty Park boundaries to accommodate the Project.

**Section 2.2. *Representations and Warranties of the Sponsor.*** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a distribution facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2025. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2. *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. *Filings and Reports.***

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to *ad valorem* taxation.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 341.00, which the parties understand is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2025.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.



(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 9.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. Subject in all respects to the County's obligations under Section 9.8 herein, if such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a)

and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

#### **Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

### **ARTICLE V CLAW BACK**

**Section 5.1. Claw Back.** If the Sponsor, together with any Sponsor Affiliate, fails to meet the Act Minimum Investment Requirement or the Contract Minimum Investment Requirement within the Investment Period, this Fee Agreement shall terminate and the Sponsor shall pay the amount, including interest, due under Section 12-44-140 of the Act for failure to meet the Act Minimum Investment Requirement. Any amount that may be due from the Sponsor to the County as calculated in accordance with this Section 5.1 is due within 90 days of receipt of a written statement from the County calculating such amount. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section 5.1 survives termination of this Fee Agreement.

## ARTICLE VI DEFAULT

**Section 6.1. *Events of Default.*** The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Fee Agreement, a “***Cessation of Operations***” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a termination of production that continues for a period of twelve (12) consecutive months;

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

(d) Failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above, or addressed in Section 5.1 hereof for which failure an exclusive remedy is provided pursuant to statute), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor 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 Sponsor is diligently pursuing corrective action;

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

(f) 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 Sponsor 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 6.2. *Remedies on Default.***

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) bring an action for collection of any amounts due hereunder and/or terminate this Fee Agreement upon 30 days prior written notice to the Sponsor, in the case of an Event of Default under Section 6.1(a) and (b); or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Sections 6.1(c), (d), (e) and (f).

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

- (ii) terminate this Fee Agreement; or
- (iii) in case of materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law

**Section 6.3. *Reimbursement of Legal Fees and Other Expenses.*** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 6.4. *Remedies Not Exclusive.*** Unless otherwise provided for herein, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

## ARTICLE VII PARTICULAR COVENANTS AND AGREEMENTS

**Section 7.1. *Right to Inspect.*** Subject to the Sponsor's safety policies and requirements, this Fee Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior written notice (which may be given by email) to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 7.2. *Confidentiality.*** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("***Confidential Information***") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "***Confidential Information.***" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County shall use best efforts to advise the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 7.3. *Indemnification Covenants.***

(a) Except as provided in paragraph (d) below, the Sponsor 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 Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County 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 County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor 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 Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County 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 Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee 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 Sponsor 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 Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 7.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 7.5 Limitation of Liability.** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 7.6. Assignment.** The Sponsor may assign this Fee Agreement in whole or in part, or all or substantially all of the Economic Development Property to which this Fee Agreement relates, with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and

the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 7.7. No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 7.8. Administration Expenses.** The Sponsor will reimburse the County for its Administration Expenses not to exceed \$7,500 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor 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.

## **ARTICLE VIII SPONSOR AFFILIATES**

**Section 8.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project; provided, however, the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 8.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

## **ARTICLE IX MISCELLANEOUS**

**Section 9.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

CCBCC Operations, LLC  
Attn: Tax Department-Jack Casey  
4115 Coca-Cola Plaza  
Charlotte, North Carolina 28211

**WITH A COPY TO (does not constitute notice):**

Nelson Mullins Riley & Scarborough LLP  
Attn: Edward G. Kluiters  
1320 Main Street, 17th Floor  
Columbia, South Carolina 29201

**IF TO THE COUNTY:**

Jasper County, South Carolina  
Attn: Jasper County Administrator  
P.O. Box 1149  
358 Third Avenue  
Ridgeland, South Carolina 29936

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 9.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 9.3. Counterparts; Electronic Signatures.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Each party hereto also agrees that electronic signatures, whether digital or encrypted, of the parties to this Fee Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

**Section 9.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 9.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 9.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 9.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 9.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Infrastructure Credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 9.9. Force Majeure.** Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, pandemics, inability to obtain materials, conditions arising from governmental orders or regulations, natural disaster, war or national emergency, acts of God, or any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 9.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.



(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 9.11. *Entire Agreement.*** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 9.12. *Waiver.*** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 9.13. *Business Day.*** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 9.14. *Agreement's Construction.*** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

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

**ATTEST:**

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

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]*

**CCBCC OPERATIONS, LLC**

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

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**ALL THOSE CERTAIN PIECES, PARCELS OR LOTS OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF JASPER, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESCRIBED AS "TMS 048-00-01-037" AND "TMS 048-00-01-039", AS MORE FULLY SHOWN AND DELINEATED ON A PLAT ENTITLED "A BOUNDARY SURVEY AND LOT LINE ABANDONMENT PLAT TO COMBINE TMS# 048-00-01-039 AND 048-00-01-037 BEING A PORTION OF CYPRESS RIDGE INDUSTRIAL PARK" DATED AUGUST 15, 2017 IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA, IN PLAT BOOK 0035, PAGE 0214; SAID PARCELS HAVING SUCH METES AND BOUNDS, COURSES AND DISTANCES AS WILL MORE FULLY APPEAR BY REFERENCE TO THIS AFORESAID PLAT WHICH IS INCORPORATED HEREIN BY REFERENCE.**

**BEING THE SAME PROPERTY AS CONVEYED TO THE GRANTOR HEREIN BY DEED OF JASPER COUNTY, SOUTH CAROLINA, A BODY POLITIC AND CORPORATE AND A POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, DATED JUNE 10, 2015, AND RECORDED JUNE 11, 2015, AND RECORDED IN BOOK 0415, AT PAGE 0418, IN THE ROD OFFICE FOR JASPER COUNTY, SOUTH CAROLINA.**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [●], 2025 (“Fee Agreement”), between Jasper County, South Carolina (“County”) and CCBCC Operations, LLC (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity

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

Its:\_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**JASPER COUNTY, SOUTH CAROLINA**

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

Its:\_\_\_\_\_

# AGENDA

## ITEM # 13

\*This item to be removed from the agenda\*

# AGENDA

## ITEM # 14

\* This item is a Public Hearing Only. No vote will be taken on this item\*



## **Notice of Public Hearing Concerning Application Jasper County**

NOTICE IS HEREBY GIVEN that on Tuesday, September 2, 2025 at 6:00PM or as soon thereafter as time permits in council chambers at Jasper County Clementa C. Pinckney Government Building located at 358 3rd Avenue, Ridgeland, SC. 29936 Jasper County will hold a public hearing concerning an application that is expected to be submitted to South Carolina Department of Commerce, Grants Administration on or about September 15, 2025 for a Community Development Block Grant.

Jasper County is requesting \$750,000 in grant funds to construct a new fire substation in Coosawhatchie.

This public hearing and the matters to be discussed are subject to the provisions of the County's Citizen Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of Jasper County in the planning and implementation of community and economic development projects which will involve CDBG funds. The Citizen Participation Plan is available for review at Jasper County Administration, 358 Third Avenue, Ridgeland, SC between the hours of 9:00 am and 5:00 pm, Monday through Friday. Persons with questions or comments concerning the public hearing or the Citizen Participation Plan may contact Jessica Dailey, Lowcountry Council of Governments, Post Office Box 98, Yemassee, SC 29945, (843) 473-3960.

Jasper County does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Andrew Fulghum, Jasper County Administration, 358 Third Avenue, Ridgeland, SC, has been designated to coordinate compliance with the nondiscrimination requirements contained in the U. S. Department of Housing and Urban Development's regulations and implementing Section 5002 (24 CFR Part 8, dated June 2, 1988).

*Note: Assistance will be provided to accommodate the special needs of disabled and/or Limited English Proficient persons, upon request.*

Nota: Se proporcionará asistencia para acomodar las necesidades especiales de las personas con discapacidad y / o Condominio de Inglés Limitado, previa solicitud.

# AGENDA

## ITEM # 15



# 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 1% Transportation Sales Tax - Program Manager Contract Approval

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>   | September 2, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Item Number:</b>    | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Subject:</b>        | Council Approval of 1% Transportation Sales Tax Program Manager Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Recommendation:</b> | Council to approve the Infrastructure Consulting & Engineering, LLC contract as the Program Manager for the Transportation Sales Tax Program for a not to exceed amount of \$8.95 million and to authorize the County Administrator or his designee to execute all necessary documents related to the execution of the Contract. Additionally, authorize the County Administrator to execute Individual Task Orders as needed as part of this contract with a total not-to-exceed limit of \$8.95 million for all parts of the contract. |

**Description:** Jasper County advertised a Request for Qualifications (RFQ) on March 17, 2025, with a due date of March 17, 2025, for a Program Manager for the Transportation Sales Tax Program. Four RFQs were received. The RFQs were scored by a committee consisting of The City of Hardeeville, The Town of Ridgeland, The Jasper County School System, and Kim Burgess, Jasper County's Director of Administrative Services. Jim Iwanicki recused himself from the scoring because of his working relationships with some of the proposers. The team recommended Infrastructure Consulting & Engineering, LLC (Consultant) as the most qualified proposer. This information was shared with the Transportation Sales Tax Advisory Committee, and they supported the selection of the Consultant as the most qualified proposer.

Kim Burgess, David Tedder and Jim Iwanicki have met with the Consultant and negotiated the attached contract. The contract reflects the items of work described in the RFQ and additional items identified and agreed upon by both parties that should be included to provide the required Program Management.

The Consultant's compensation will be on an hourly fee basis, and a lump sum for the early-known deliverables, as described in Exhibits D and E of the Contract. The hourly rate schedule and fee proposal has a not-to-exceed limit of eight million nine hundred eighty-five thousand dollars (\$8,985,000.00). Individual Task Orders may be executed as part of this contract for specified projects and tasks, in which the Consultant shall be compensated in accordance with mutually agreed upon Task Orders for which the specific scope, schedule and fee for each job order will be individually negotiated. The fee represents about 2.4% of the \$376 million program during the first 5 years. The total not to

exceed fee for the first five years if pro-rated to remain constant over 15 years would be 7.1% of the Transportation Program. As laid out in the RFQ the first few years will require more administrative effort to get the program activated and it is expected that the fees for the years beyond year 5 will be a lesser percentage of the program thus bringing the overall program management fee closer to 6% over the 15 years. As a comparison, similar scoped program management fees in other counties were Richland County 6.5%, Horry County 5.5%, and York County 5.0%.

The Transportation Sales Tax Advisory Committee met on August 22, 2025 and they supported the proposed contract.

**Recommendation:** Staff recommends that the County Council approve the contract with Infrastructure Consulting & Engineering, LLC for the Program Management of the Transportation Sales Tax Program for a not-to-exceed limit of eight million nine hundred eighty-five thousand dollars (\$8,985,000.00). Individual Task Orders may also be executed as part of this contract for specified projects and tasks, in which the Consultant shall be compensated in accordance with mutually agreed upon Task Orders for which the specific scope, schedule and fee for each job order will be individually negotiated.

Additionally, staff requests that the Council authorize the County Administrator or his designee to execute all documents necessary to execute the contract and authorize the County Administrator to execute Individual Task Orders as needed as part of this contract with a total not-to-exceed limit of eight million nine hundred eighty-five thousand dollars (\$8,985,000.00) for all parts of the contract.

**Attachments:**

Contract

Contract Exhibits\*

Consultants Letter Dated August 5, 2025, to Jim Iwanicki

\*Notes: Exhibit B-1 Original RFQ  
Exhibit B-2 Consultants Proposal

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
Jasper County, South Carolina  
AND  
Infrastructure Consulting & Engineering, LLC**

---

**THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. §15-48-10**

This **AGREEMENT** is made and entered into this [REDACTED] day of [REDACTED], 2025, by **Infrastructure Consulting & Engineering, LLC** located at 110 Midlands Court, West Columbia, SC 29169, (**CONSULTANT**), and **Jasper County** located at 358 Third Avenue, Ridgeland, SC 29936, (**COUNTY**).

**WHEREAS**, **CONSULTANT** represents that the work to be performed is within its particular area of expertise, is qualified to perform such services, and shall be fully responsible for means and methods used in performing its work (**WORK**). **COUNTY** relies upon such representations.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I - GENERAL PROVISIONS**

- 1.1. Scope. **CONSULTANT** will provide **WORK** as described in Exhibit A, “Scope of Services,” (**SCOPE**) to be negotiated and mutually agreed upon by both parties and made a part of this **AGREEMENT**. **WORK** described under the **SCOPE** shall be completed by **CONSULTANT** as directed by **COUNTY**.
- 1.2. Independent Contractor. Nothing in this **AGREEMENT** creates a relationship between **COUNTY** or its affiliates and **CONSULTANT**, except that of an independent contractor.
- 1.3. Ownership of Documents.
  - 1.3.1. **CONSULTANT** agrees that all reports, drawings, studies, specifications, estimates, maps, computations, test results, and other data (**DOCUMENTS**) prepared by or for **CONSULTANT** under this **AGREEMENT** are “work for hire” and shall be delivered to, become, and remain the property of **COUNTY** upon completion of, and payment for, the **WORK**.
  - 1.3.2. **COUNTY** agrees that **CONSULTANT** shall have the right to retain one or more copies of **DOCUMENTS**. **COUNTY** shall have the right to use **DOCUMENTS** without restriction, limitation, or additional compensation to **CONSULTANT**.
  - 1.3.3. **CONSULTANT** shall not incur any liability for use or re-use of its **DOCUMENTS** on an extension of this project or on another project where such use or re-use is without **CONSULTANT’S** written consent.
- 1.4. Electronic Data.
  - 1.4.1. The parties recognize that drawings, specifications, three-dimensional modeling (such as CAD drawings, MS Office files, and Building Information Models), and other **DOCUMENTS** may be transmitted among **COUNTY**, **CONSULTANT**, and others by electronic media as an alternative to paper hard copies (collectively “Electronic Data”).

- 1.4.2. The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. However, transmission of Electronic Data shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of Electronic Data unless such data is materially changed or altered after it is transmitted, and the transmitting party did not participate in such change or alteration.
- 1.4.3. **CONSULTANT** acknowledges that differences may exist between Electronic Data and hard-copy **DOCUMENTS**. In the event of a conflict between hard-copy **DOCUMENTS** and Electronic Data, signed or sealed hard-copy **DOCUMENTS** shall govern.
- 1.4.4. **CONSULTANT** agrees to indemnify and hold **COUNTY** harmless for all claims arising from the use of Electronic Data by **CONSULTANT** or any third party authorized by **CONSULTANT**.
- 1.5. **CONSULTANT** shall comply with the terms contained in *Exhibit F: Mandatory Federal Provisions* if the project involves Federal funds.

## **ARTICLE II - COUNTY**

- 2.1. **COUNTY** shall designate a person to act with authority on **COUNTY's** behalf and respond in a timely manner to submissions by **CONSULTANT**.
- 2.2. **COUNTY** shall furnish information or services required by this **AGREEMENT** with reasonable promptness. **COUNTY** shall also furnish any other information or services under the **COUNTY's** control and relevant to the **CONSULTANT's** performance of the **WORK** with reasonable promptness after receiving a written request for such information or services.

## **ARTICLE III - CONSULTANT**

- 3.1. **CONSULTANT** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by **CONSULTANT** under this **AGREEMENT**.
- 3.2. Taxes/Fees. **CONSULTANT** shall pay all taxes imposed by any federal, state, or local taxing authority on: (a) all fees, costs and other compensation paid by **COUNTY** to **CONSULTANT** pursuant to this **AGREEMENT**; and (b) all payroll and compensation sums paid by **CONSULTANT** to **CONSULTANT's** employees and (c) all other taxes, fees, and charges levied against **CONSULTANT** on account of this **AGREEMENT**.
- 3.3. Qualification of **CONSULTANT's** Personnel. Persons assigned by **CONSULTANT** to the **WORK** shall be duly qualified, experienced, and have a thorough knowledge of federal, state, and local regulations and policies regarding their respective disciplines. **CONSULTANT** shall not replace any member of **CONSULTANT's** team designated in the **SCOPE** that remains in **CONSULTANT's** employ without the approval of **COUNTY**, which approval by **COUNTY** shall not be unreasonably withheld. **CONSULTANT** shall notify **COUNTY** immediately in writing if a member of **CONSULTANT's** team designated in the **SCOPE** leaves **CONSULTANT's** employ. The **CONSULTANT** shall replace any member of **CONSULTANT's** team designated in the **SCOPE** to which **COUNTY** reasonably objects.

- 3.4. **CONSULTANT** represents that (a) **WORK** will be performed in a manner consistent with the care and skill ordinarily exercised by other professionals practicing in the same locality and providing similar services on projects of similar size, complexity and conditions; and (b) in conformance with the **SCOPE** and all work orders.
- 3.5. Time for Performance.
- 3.5.1. Time limits stated in the **SCOPE** and Exhibit C, "Program Schedule", are of the essence to the **AGREEMENT**.
- 3.5.2. **CONSULTANT** shall provide a status report to **COUNTY** on a regular basis or with each invoice submittal detailing the progress of the **WORK**, including whether (a) the **WORK** is proceeding according to the time limits stated in the **SCOPE**; and (b) items exist which require resolution so as not to jeopardize **CONSULTANT's** ability to meet **SCOPE** time limits.
- 3.5.3. **CONSULTANT** will provide deliverables continuously and diligently, providing sufficient personnel, material, and equipment to meet project schedules and milestones, including the use of overtime if appropriate. **CONSULTANT shall be responsible for all damages incurred by COUNTY due to delays caused by CONSULTANT.**
- 3.6. Audit:/Access to Records.
- 3.6.1. **CONSULTANT** shall maintain books, records, logs, and other documents pertinent to the **WORK** in accordance with generally accepted accounting principles and industry practices. **COUNTY**, other applicable agencies, or any of their duly appointed representatives shall have access to any of this information for the purposes of examination, audit, excerpts, and transcriptions.
- 3.6.2. Records described above shall be maintained and made available during the performance under this **AGREEMENT** and for a period of three years after **COUNTY** makes final payment with all other pending matters closed.
- 3.7. Indemnification.
- 3.7.1. **CONSULTANT** shall indemnify and hold harmless **COUNTY**, their officers and employees, from liability of any nature or kind, including costs and expenses (including but not limited to reasonable attorney's fees), for liability for damages resulting, in whole or in part, from negligent acts, errors, omissions, or misconduct of **CONSULTANT** or any person or organization for whom **CONSULTANT** may be responsible including, but not limited to, **CONSULTANT's** subcontractors.
- 3.7.2. Approval by **COUNTY** or other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve **CONSULTANT** of responsibility for its **WORK**. **CONSULTANT** shall remain liable for all errors and omissions regardless of any approvals by **COUNTY**.
- 3.7.3. The rights provided herein are nonexclusive and are in addition to any rights the parties may have at law or equity.
- 3.8. **CONSULTANT** agrees to perform all **WORK** in compliance with all applicable laws.

#### ARTICLE IV – CHANGES TO THE WORK

- 4.1. Change Order: A document signed by **COUNTY** authorizing an addition, deletion, or revision in the **WORK** or an adjustment in the **SCOPE** price or time limits, or other revision to the **AGREEMENT**, issued on or after the Effective Date of the **AGREEMENT**.
- 4.2. **CONSULTANT** recognizes and acknowledges that, notwithstanding any provision to the contrary in this contract, **CONSULTANT** shall not be paid for any Change Order **WORK** not duly authorized by the **COUNTY**.

#### ARTICLE V – PAYMENTS AND COMPLETION

- 5.1. **COUNTY** shall pay **CONSULTANT** for **WORK** as follows:  
  
Fee:  
**CONSULTANT**'s compensation will be on an hourly fee basis, and a lump sum for the early known deliverables, as described in Exhibits D and E, the hourly rate schedule and Fee Proposal, with a total not-to-exceed limit of Eight million, Nine hundred and Eighty-Five thousand dollars and 00/100 (\$8,985,000.00). Individual Task Orders may be executed under this contract for specified projects and tasks, in which the **CONSULTANT** shall be compensated in accordance with mutually agreed upon Task Orders for which the specific scope, schedule and fee for each job order will be individually negotiated.
- 5.2. Invoices must be submitted to **COUNTY** by the 25th of each month to be included in that month's invoice to **COUNTY**. **CONSULTANT** agrees that **COUNTY** shall not be obligated to pay **CONSULTANT** for **WORK** covered by any invoice if **CONSULTANT** submits the invoice more than one hundred eighty (180) days after the date **CONSULTANT** renders the services, or more than ninety (90) days after this **AGREEMENT** terminates, whichever is earlier. Payment for services will be remitted to **CONSULTANT** within thirty (30) days after **COUNTY**'s receipt of **CONSULTANT**'s invoice.

#### ARTICLE VI – PROTECTION OF PERSONS AND PROPERTY

- 6.1. **CONSULTANT** agrees that it will be solely and continuously responsible for all of its activities and those of its employees or agents on the site where the **WORK** will be performed with respect to safety.
- 6.2. **CONSULTANT** will provide, at its own expense, all personal protective clothing and equipment required for its employees to perform their work in a safe manner and in compliance with all applicable **COUNTY**-specific and occupational health and safety standards.
- 6.3. **CONSULTANT** agrees that **COUNTY** may take whatever actions deemed necessary in its sole discretion to mitigate any damage to persons and/or property in an emergency situation related to the project or this **AGREEMENT**. To the extent **CONSULTANT** has caused or contributed to such situation, **CONSULTANT** agrees to indemnify **COUNTY** for all costs incurred.

#### ARTICLE VII – INSURANCE

- 7.1. **CONSULTANT** shall, during the performance of this **AGREEMENT** and for an one-year period thereafter, secure and maintain the following insurance at its own expense:
  1. Errors and Omissions - Professional Liability



\$1,000,000 per Claim and Aggregate  
\$100,000 or less Deductible

2. General Liability - to include coverage for premises, operations, independent contractors, blanket contractual liability, products completed operations, and personal injury.

\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate

3. Automobile Liability – Any Auto Owned, Non-owned, and Hired

\$1,000,000 Limit

4. Excess Liability

\$1,000,000 Occurrence Form  
\$1,000,000 Aggregate

5. Workers Compensation - Statutory

Employers Liability

\$500,000 Each Accident  
\$500,000 Policy Limit  
\$500,000 Each Employee

- 7.2. Add **COUNTY** as additional insured for ongoing and completed operations for General Liability, Automobile Liability and Excess Liability (Umbrella).

- 7.3. For all of the above, furnish certificates prior to commencement of work. The certificate holder (and additional insured) should read as follows:

Jasper County  
Attention: Finance Department  
358 Third Avenue  
Ridgeland, SC 29936

- 7.4. The Certificate of Insurance shall expressly state that if there is any material change in coverage (cancellation, expiration, or exclusion of a specifically required coverage such as completed operations) that the certificate holder, Jasper County, will receive at least 30 days' prior written notice by either a reliable carrier such as FedEx, UPS and alike or by USPS mail using the service of "Return Receipt Requested".

- 7.5. The insurance companies providing coverage must be rated "A-" or better by A. M. Best's most recent edition and be admitted and licensed in the **CONSULTANT's** state of domicile. Any exceptions to these requirements must be referred to the **COUNTY** for prior approval.

- 7.6. To the maximum extent permitted by law, all insurance policies with the exception of Errors and Omissions maintained hereunder shall provide a waiver of subrogation in favor of **COUNTY**.

- 7.7. The foregoing requirements are not intended to limit or qualify the liabilities and obligations assumed by **CONSULTANT** under this **AGREEMENT**.

## **ARTICLE VIII – TERMINATION OR SUSPENSION**

### **8.1. Termination.**

- 8.1.1. This **AGREEMENT** may be terminated by **COUNTY** at any time for the convenience of the **COUNTY** by written notice to the **CONSULTANT** specifying the termination date. **CONSULTANT** shall be paid for **WORK** completed through the termination date.
- 8.1.2. **COUNTY** shall give written notice if **CONSULTANT** fails to perform its **WORK** in accordance with the appropriate standard of care, fails to provide **WORK** in accordance with required schedule, becomes insolvent or files for any form of bankruptcy protection, or is in breach of any material obligations under this **AGREEMENT**. **CONSULTANT** must cure any such default within seven (7) days of notice.
- 8.1.3. If **CONSULTANT** does not cure the default within the seven (7) days, then **COUNTY** may terminate this **AGREEMENT** for cause and may take over the **WORK** and prosecute same to completion by contract or otherwise, deduct such costs for completion from payments paid or payable to **CONSULTANT**, and recover from **CONSULTANT** any shortfall.
- 8.1.4. If **COUNTY** should terminate **CONSULTANT** for cause, and it should thereafter appear by adjudication or otherwise that such a termination was improper, the termination for default will be converted to a termination for the convenience of **COUNTY** and payment will be made accordingly. In no event shall **COUNTY** be obligated to compensate **CONSULTANT** for any termination expenses or damages.
- 8.1.5. Any contract entered into by the **COUNTY** shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

- 8.2. Suspension. **COUNTY** may, without cause, order **CONSULTANT** in writing to suspend, delay or interrupt the **WORK**, in whole or in part for such period of time as **COUNTY** may determine. The **WORK** fees and time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption.

## **ARTICLE IX – CLAIMS AND DISPUTES**

- 9.1. The parties agree to attempt to resolve all claims or disputes arising from or related to this **AGREEMENT** at a meeting between the senior representatives of each party within five (5) business days of receipt by either party of a notice and description of the dispute.
- 9.2. If the dispute is not settled under clause 9.1, the parties shall agree to mediate the dispute in compliance with the SC Alternative Dispute Resolution (ADR) rules. The parties shall mutually agree upon the selection of a mediator and bear the costs of the mediation equally.
- 9.3. Unless provided to the contrary herein **CONSULTANT** shall continue to perform the **WORK** and **COUNTY** shall continue to pay undisputed amounts to **CONSULTANT**, pending the final resolution of

any dispute or disagreement between **COUNTY** and **CONSULTANT**.

- 9.4. Neither party shall be liable to the other for any special, indirect, punitive, consequential damages including but not limited to loss of profits, loss of use, loss of revenue, loss of capital, loss of goodwill, or any other incidental or consequential damages arising out of the **WORK**.
- 9.5. This **AGREEMENT** is governed by the laws of the state of South Carolina. The venue for any ADR or litigation shall be Jasper County.

#### **ARTICLE X – MISCELLANEOUS PROVISIONS**

- 10.1. Assignment: **CONSULTANT** acknowledges that its services are unique and personal; therefore, its rights under this **AGREEMENT** may not be assigned or its duties or obligations delegated without the express written consent of **COUNTY**, which consent shall not be unreasonably withheld.
- 10.2. Amendment: This **AGREEMENT** may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 10.3. Severability: If any provision or portion of a provision of this **AGREEMENT** is declared void or unenforceable, or limited in its application or effect, all other provisions and unaffected portions thereof shall remain fully enforceable; and the parties shall use their best efforts to negotiate a valid and enforceable modification to this **AGREEMENT** to address any matters affected.
- 10.4. Headings: The headings of the Exhibits, Sections, Schedules, and Attachments contained in this **AGREEMENT** are for convenience only and shall not expand, limit, or change the provisions thereof.
- 10.5. Interpretation - This **AGREEMENT** shall be interpreted under and governed by the laws of the state in which the project is located.
- 10.6. Waiver - The failure of the parties to this **AGREEMENT** to enforce the provisions of this **AGREEMENT**, or to exercise any option provided herein, shall not be construed to be a waiver of such provisions nor in any way to affect the validity of this **AGREEMENT** or any part thereof nor the right of the parties to enforce each and every provision thereafter.
- 10.7. Publication, Publicity and Confidentiality - Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this **AGREEMENT** shall not be presented publicly nor published without prior approval in writing from **COUNTY**. Additionally, representatives of the **CONSULTANT** are expressly prohibited from releasing any information to the media or any other person about any matter pertaining to this **AGREEMENT**. Such information is to come from **COUNTY**. **CONSULTANT** acknowledges that **COUNTY** is a political subdivision of the State of South Carolina, and is subject to the South Carolina Freedom of Information Act, S.C. Code 30-4-10 *et seq.*
- 10.8. Drug Free Workplace - In accordance with the Drug-Free Workplace Act of 1988, as amended, and as a condition precedent to the execution of this **AGREEMENT**, the undersigned certifies that **CONSULTANT** will maintain a drug-free workplace.
- 10.9. Entire Agreement: This **AGREEMENT**, together with the attached Exhibits constitutes the entire agreement between **COUNTY** and **CONSULTANT** and supersedes all prior written or oral understandings.
- 10.10. Force Majeure: Neither Party shall be liable for any failure or delay in performance under this

**AGREEMENT** caused by events beyond the impacted party's reasonable control; including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, terrorist acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages, or other industrial disturbances; and (h) epidemics or pandemics. The impacted Party shall promptly give notice of the force majeure event to the other Party and shall use diligent efforts to ensure the effects are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

**(SIGNATURE PAGE BELOW)**

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the date first above written. The signatories attest that each holds the requisite authority to bind their respective parties.

**Jasper County, South Carolina**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**Infrastructure Consulting & Engineering, LLC**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**Exhibits:**

- Exhibit A: Scope of Services
- Exhibit B-1: Request For Qualifications
- Exhibit B-2: ICE Statement Of Qualifications
- Exhibit C: Program Schedule
- Exhibit D: Fee Proposal
- Exhibit E: Hourly Rates
- Exhibit F: Mandatory Federal Provisions (if working on federally funded projects)

# EXHIBIT A

## SCOPE OF SERVICES

### For Program Management

### Jasper County Transportation Sales Tax Program

#### **PURPOSE and BACKGROUND**

Jasper County voters passed a transportation sales tax referendum in November 2024. The County is contracting with Infrastructure Consulting and Engineering to provide program and financial management, project management, project planning, scoping, conceptual design, utility coordination, preliminary right-of-way coordination, and construction administration for the Transportation Projects and for civil site improvements associated with the Greenbelt Initiatives identified in the referendum. The Sales Tax Program is described in Exhibit B-1, the Request for Qualifications. The Statement of Qualifications as submitted by Infrastructure Consulting and Engineering on April 30, 2025 is attached as Exhibit B-2. This was the basis for selection and outlines the qualifications, personnel and work approach as Program Manager. The following conditions apply to program management consulting firm:

- Infrastructure Consulting and Engineering is excluded from working as the design engineer for any specific project design contract awarded through the sales tax program.
- Infrastructure Consulting and Engineering is eligible to perform construction management and CEI services for projects under the sales tax program.

Infrastructure Consulting & Engineering (CONSULTANT) has been selected to provide Program Management Services to Jasper County (COUNTY) in support of the 2024 Transportation Sales Tax Program. The following shall serve as the initial scope of services to support the County in managing the Program and may be amended as mutually agreed upon by both parties.

#### **PROJECTS**

The CONSULTANT shall provide the following services to aid Jasper County with the management and implementation of the following 16 approved projects:

1. **S-442 (Argent Boulevard) (from US 278 to SC 170)**: 4-lane divided or 5-lane widening with multi-use paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (\$57,000,000).
2. **US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd)**: 6-lane road widening for approximate 1 mile (\$15,000,000).
3. **US 278 Corridor Phase 2 (Argent Blvd to I-95)**: 6-lane road widening for approximately 4.75 miles (with two bridges, approx. 360 LF and 90 LF) (\$50,000,000).
4. **SC 46/SC 170/SC 315 Intersection Improvements and Widening**: assume 1 mile widening with intersection improvements at SC 46 and SC 170 to potentially combine into 1 intersection (\$30,000,000).

5. **US 17/US 321 Intersection Improvement:** skewed intersection in Hardeeville and may contain complicated right of way acquisition, assumes existing bridge over railroad can remain (\$4,000,000).
6. **US 17 Widening (SC 315 to SC 170):** 4-lane divided widening for approximately 2 miles (\$24,000,000).
7. **SC 315 Widening from SC 170/SC 46 intersection to US 17:** 4-lane/5-lane widening for approximately 6 miles (\$41,500,000).
8. **SC 336 Intersection Improvements (Grahamville Rd to SC 336):** potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (\$5,000,000).
9. **I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements:** Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (\$12,000,000).
10. **I-95 Exit 22 Connector (US 278 to Bees Creek Road):** new road with potential new bridge over I-95, dependent upon alignment and SCDOT's improvements for Exit 22 for approximate 3 miles: (\$36,000,000).
11. **Glover Road (Bees Creek Road (S-13) to SC 462):** Dirt road and paved road improvement – assume 2 lanes with R/W purchase for future widening (\$26,000,000).
12. **US 278/SC 652 (Calf Pen Bay Road) Intersection Improvement:** A traditional intersection improvement on US 278 has been installed with left turn lane and right turn onto SC 652, but improvements were not incorporated on SC 652. Turn lanes with improved intersection realignment should be considered or a roundabout should be installed as this could be a key intersection for traffic calming for entrance to Ridgeland: (\$2,000,000).
13. **SC 462 (SC 170 to Snake Road):** 4-lane divided or 5-lane widening for approximately 3 miles and safety improvements for approximately 5 miles (\$56,000,000).
14. **US 17/Mackay Point Road Intersection:** Realignment of S-27-37 to eliminate skewed intersection with Mackay Point Road and may involve improved access management on US 17, dependent on coordination with SCDOT, assume 0.6-mile realignment and intersection improvement: (\$5,000,000).
15. **US 321/SC 336 Intersection Improvement:** skewed intersection in Tillman (\$2,500,000).
16. **Reconstruction of Levy Road:** (\$10,000,000).

**Greenbelt Initiatives:** \$94,000,000 for financing greenbelt initiatives (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors).

Management of the Greenbelt Initiatives is NOT part of the Consultant's scope, except for the civil site improvements associated with the Greenbelt Initiative projects.

Jasper County officials have determined the preliminary unofficial top roadway priorities to be as follows:

1. **S-442 (Argent Boulevard) (from US 278 to SC 170):** 4-lane divided or 5-lane widening with multi-use paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (\$57,000,000).

2. **US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd)**: 6-lane road widening for approximate 1 mile (\$15,000,000).
3. **US 278 Corridor Phase 2 (Argent Blvd to I-95)**: 6-lane road widening for approximately 4.75 miles with two bridges (approx. 360 LF and 90 LF) (\$50,000,000).
4. **I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements**: Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (\$12,000,000).
5. **Reconstruction of Levy Road**: (\$10,000,000).
6. **SC 336 Intersection Improvements (Grahamville Rd to SC 336)**: potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (\$5,000,000).

## **SCOPE OF SERVICES**

The CONSULTANT shall provide the following services to aid Jasper County with the management and implementation of the

### **1. Task 1 – Project Management Services**

- a. Assist the County in obtaining Local Public Agency (LPA) status with South Carolina Department of Transportation (SCDOT). Act as an extension of County staff and provide the needed services to the County for compliance with SCDOT LPA procedures for projects involving state and/or federal funds.
- b. Coordinate, manage, and review project plans, technical reports, specifications, and estimates prepared by project design consultants providing professional services to the County, for consistency with contract budgets, schedules, scope of work, design criteria, and applicable standards. This shall include civil site improvements associated with the Greenbelt Initiatives.
- c. Project cost estimates will be reviewed, vetted and updated annually to keep pace with market trends.
- d. Prepare independent cost estimates for professional services for each project and assist the County with scope, schedule, and fee negotiations with project design consultants, also to include the civil site improvements associated with the Greenbelt Initiatives.
- e. Review project design consultant invoices for accuracy, compliance with contract terms, and progress of the work. This shall include civil site improvements associated with the Greenbelt Initiatives.
- f. Conduct meetings, monitor design progress, and keep the County informed of each project's status. This shall include civil site improvements associated with the Greenbelt Initiatives.
- g. Coordinate with municipalities, environmental agencies, and other project stakeholders as applicable to secure necessary approvals and permits prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.
- h. Ensure that all necessary permits and environmental approvals are obtained prior to letting a project for construction. This shall include civil site improvements associated with the Greenbelt Initiatives.
- i. Ensure that all rights and easements necessary for the project are acquired prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.



- j. Ensure that all utility coordination activities necessary to facilitate project construction have been performed prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.
- k. Perform technical, constructability, and maintainability reviews, including life cycle costs, accessibility, equipment clearances, etc. prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.
- l. Responsible for overseeing the preparation of construction bid documents by the project design consultants, including the review of plans, specifications, estimates of quantities, bid schedules invitations to bid or request for proposals that shall comply with the County procurement code. This shall include civil site improvements associated with the Greenbelt Initiatives.
- m. Conduct pre-bid meetings, review bids, and advise the County through selection and contract award process. This shall include civil site improvements associated with the Greenbelt Initiatives.
- n. Coordinate and/or conduct value engineering studies and recommendations as may be requested to reduce construction costs. This shall include civil site improvements associated with the Greenbelt Initiatives.
- o. Review and maintain project related correspondence and files. This shall include civil site improvements associated with the Greenbelt Initiatives.
- p. Perform public outreach activities including public meeting facilitation, mailer and handout design, coordinate response to public comments and meetings, or as required. This shall include civil site improvements associated with the Greenbelt Initiatives.

## **2. Task 2 – Program and Financial Management**

- a. Provide a written monthly Program Status Report for County staff and Council, due by 12:01p.m. local time on the 15th of each month.
- b. Attend all meetings associated with the program as directed by the County.
- c. Prepare a Program Management Plan that will serve as the playbook for the entire sales tax program. This document will outline governance, communication protocols, public information and reporting strategies, risk management strategies, quality control measures, and every aspect of program execution.
- d. Prepare a Master Program Schedule that sequences all projects over the 15-year period, using logical priorities, dependencies, and funding flows. The master schedule shall integrate individual critical path method project schedules into a program-wide Gantt chart that clearly shows and tracks critical tasks and deadlines a for the design, right of way acquisition, permitting, and construction for all projects within the program and the timeline for Greenbelt acquisitions/improvements. This will be updated quarterly and as projects progress.
- e. Develop and maintain a Program Financial Plan to forecast Program revenues, project expenditures, and cash balances. The financial plan shall be in accordance with the CIP and the Consultant will participate in the County's annual CIP planning process. Revenue and cash reports will be County derived and maintained.
- f. Provide quarterly financial reports to include revenues, encumbrances, and expenditures, due 30 days after the end of the quarter, using data provided by the County Finance Department.
- g. Develop and implement a Public Involvement Plan which shall include a Program website, strategic use of social media, holding public meetings as requested to provide accurate, up to date project

information to the citizens of Jasper County. This shall include civil site improvements associated with the Greenbelt Initiatives.

- h. Develop and manage a dedicated Program Website, hosted and maintained by the Consultant with a link to/from the County's web site, to display program information, project updates, interactive maps, timelines, and financial summaries, FAQ as well as an option for citizens to ask question or provide input.
- i. Develop and implement a project Data Management System that provides readily accessible, complete, and well-organized files for each project.
- j. Provide the County with recommendations for the timing and amount of bond issuances, based upon the Program Financial Plan.
- k. Review and recommend methods to maximize efficiency and achieve economies of scale in the procurement of projects.
- l. Develop consistent design criteria, standards, and specifications for use on projects developed by the Program where needed due to no available or applicable SCDOT design criteria or SCDOT standard specifications.
- m. Investigate, recommend, and pursue upon direction from the County, available Grant Opportunities on behalf of the County.
- n. Develop and implement a public involvement program which should include, at a minimum, a Program website hosted and maintained by the Consultant with a link to the County's web site, and use of social media to provide accurate, up to date project information to the citizens of Jasper County. This shall include civil site improvements associated with the Greenbelt Initiatives.
- o. Assist with document production related to Freedom of Information Act (FOIA) requests and other requests for information as applicable.
- p. Assist with the development of encroachment permits, intergovernmental agreements (IGA), memorandums of understanding (MOU), memorandums of agreement (MOA) and financial participation agreement (FPA) to facilitate coordination with the SCDOT, South Carolina State Infrastructure Bank (SCSIB) and other applicable parties as needed.
- q. Determine a method to evaluate project risk and cost, conduct risk analysis as needed, and make recommendations based on analysis. (Risk analysis per SOQ)
- r. Conduct bid analysis/evaluation of bids or prepare cost estimates for comparison when appropriate. Provide construction cost estimate when requested.

### **3. Task 3 – Project Planning, Scoping, and Conceptual Design**

Establish the scope of improvements, cost estimates, and baseline cost-loaded schedules for each project including the following subtasks. This shall include the civil site improvements associated with the Greenbelt Initiatives.

#### **A. Development of Conceptual Project Design**

- Perform feasibility and initial constructability review of a conceptual design and scope of each project. Provide baseline costs and schedule, to include design, right-of-way, construction, utility coordination, utility relocation, and permitting.

- The conceptual designs shall be developed in accordance with the South Carolina Department of Transportation (SCDOT) Highway Design Manual and the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets".
- Conceptual designs shall be developed on aerial photography and available GIS. Design features to be illustrated shall include the proposed roadway typical sections, roadway alignments, lane configurations, auxiliary intersection turn lanes, and bicycle & pedestrian facilities. The conceptual designs shall be presented on color roll-plots for coordination with project stakeholders and on 11" x 17" size sheets for incorporation into a project planning report.
- Work to minimize impacts to private property, buildings, cultural features (churches, cemeteries, parks, etc.), major utilities, and natural resources in the development of the project conceptual designs. COUNTY GIS property lines shall be referenced into the conceptual design to estimate right of way impacts for each project. Impacts on buildings and cultural features shall be estimated from aerial photography and a project field review.
- Perform an environmental screening to determine the presence of likely hazardous material sites, threatened and endangered species, historical/cultural resources, floodplains, and jurisdictional wetlands within the project area. The presence of these environmental constraints will be determined through a windshield survey and database searches.
- Identify the expected permits and NEPA compliant environmental document (Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement) required for each project based on conceptual design and environmental screening.

## **B. Baseline Cost Estimates and Schedules**

- Prepare a cost estimate for each project based on the conceptual project design. Project cost estimates shall represent the total cost of project development and include the following typical project costs:
  - Engineering services (planning and design),
  - Right of way acquisition (land and services),
  - Wetland mitigation,
  - Utility relocation (utilities with prior rights),
  - Construction,
  - Construction engineering & inspection.
- Appropriate factors shall be applied in coordination with the COUNTY to provide for contingency within each project budget to address unforeseen conditions.
- Baseline schedules to be developed for each project shall include the project phases of planning and design, right of way acquisition, environmental permitting, utility coordination, construction procurement, and construction. Cost estimates associated

with each of these project phases shall be used to create a cost loaded schedule for purposes of program financial planning.

- Evaluate projects through a cost-risk analysis to identify risks to the project scope or schedule which may significantly impact project cost. A cost-risk workshop will be conducted for each project to engage subject matter experts in a review of the projects to identify potential risks based on their experience with transportation project development in the area. The project cost estimate will be refined to account for the magnitude and likelihood of each identified risk.

#### **C. Environmental Overview**

- Prepare a Project Planning Report for each project to present the conceptual design, environmental overview, utility overview, cost estimate, and schedule. The reports shall contain the following information:
  - Draft Purpose and Need Statement,
  - Project Description,
  - Design Criteria,
  - Conceptual Design,
  - Project Location and Length,
  - Environmental Constraints
  - Identify the Required NEPA Environmental Document,
  - Identify the Required Environmental Permits,
  - Utility Information
  - Cost Estimate
  - Schedule
- These reports will be submitted to the County and SCDOT (if applicable) for review and comment. All comments will be addressed as applicable in a comment response matrix and revised final reports will be provided to the County.

#### **D. Plan Review**

- For projects on SCDOT roadways or within SCDOT ROW, the consultant shall conduct a cursory review prior to submittal to SCDOT. The review will ensure that plans satisfy SCDOT requirements and foreseeable errors are addressed. Detailed review of design and/or calculations will not be required.
- For projects in the County or municipal system (not encroaching into SCDOT rights of way), the consultant will act as the County reviewer and will review for design, calculation, adherence to appropriate standards and specifications, and constructability.
- If plans require submittal to County planning or other departments for review, then the Consultant will facilitate those submittals and communicate as needed.

### **4. Task 4 – Utility Coordination Services**

- a. Prepare a **Utility Coordination Plan** for the Program, to guide the procedures for an ongoing process from conception to construction, to include Proactive Conflict Identification, Collaboration & Communication, Data-Driven Decisions, Risk Assessments and Mitigation Strategies, & Contingency Planning and Budgeting, Regular Joint Meetings, and Legal Rights and Contractual Agreements.
- b. Notify all known utility owners in the area of the projects and identify those utilities with existing and proposed facilities in the project areas.
- c. Facilitate and act as intermediary between project design team and utility representatives.
- d. Hold regular joint utility meetings with utilities once initial projects begin design phase.
- e. Arrange for Project Design teams to employ Subsurface Utility Engineering (SUE) to establish utility locations and identify conflicts .
- f. Obtain letters of “no-conflict” for those utilities which are not impacted.
- g. Coordinate with utility owner(s) and designer(s) to develop relocation plans for those conflicts which cannot be eliminated.
- h. Review all utility owners’ relocation plans to ensure that relocations proposed by one owner do not conflict with another’s relocation.
- i. Establish prior rights of occupancy.
- j. Obtain no-cost letters from those utility owners without prior rights or develop utility agreements with those owners who can document their prior rights.
- k. Evaluate the feasibility of in-contract utility relocation and develop necessary agreements in coordination with the utility owner.
- l. Develop Contractual Provisions and Incentives:
  - Clear Utility Relocation Clauses: Incorporate explicit clauses in construction contracts that clearly define responsibilities for utility coordination, relocation, and unexpected discoveries.
  - In utility agreements consider incentives for early relocation and penalties for unreasonable delays.
- m. Monitor the progress of utility relocation and incorporate utility relocation schedules into the overall project schedule and master program schedule.
- n. This shall include Utility Coordination Services for civil site improvements associated with the Greenbelt Initiatives.

## 5. Task 5 – Program Construction Administration

- a. Constructability reviews of plans and specifications prepared for projects prior to construction letting.
- b. Attend pre-construction conferences, routine construction coordination meetings, etc.
- c. Reviewing and maintaining records of plans, specifications, shop drawings, revisions, correspondence, warranties, etc.
- d. Monitor each construction project and prepare monthly status reports.
- e. Evaluating and recommending actions related to progress payments, change requests, claims, disputes, etc.
- f. Performing project close-out activities.

- g. Fostering and maintaining a positive public image related to construction operations by proper interaction with the public and media, maintenance of traffic, attention to safety, permit compliance, etc.
- h. This shall include Construction Administration for civil site improvements associated with the Greenbelt Initiatives.

## **6. Task 6 - Right of way Acquisition Services**

The CONSULTANT will perform Right-of-Way Acquisition Phase Services for the COUNTY on the Transportation Sales Tax projects on an as needed basis.

The Right-of-Way Services include the following items:

The CONSULTANT may be required to:

- a. Prepare a **Right of Way Acquisition Plan** for the Program, to supplement the applicable procedures and policies outlined in the SCDOT Right-of-Way Acquisition Manuals, as may be warranted for identifying easement and right of way needs, procurement of appraisals and title research, property owner contact, and other necessary tasks as requested by the County.
- b. Provide Right-of-Way services to coordinate, plan, direct, and control R-O-W activities necessary to legally acquire and record R-O-W needed for construction, ensuring that all R-O-W acquired for federally assisted projects complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended; and that all R-O-W acquired for state assisted projects complies with Titles 57 and 28 of the S. C. Code of Laws, as amended; and that all Right-of-Way acquired complies with all other applicable laws, ordinances, regulations, policies, etc.
- c. Forecast and estimate Right-of-Way acquisition schedules and Right-of-Way cash flow expenditures and timelines for acquisition.

The following services will be performed on an as-needed basis for the individual projects, and scopes and fees will be provided to the COUNTY for each Right-of-Way Acquisition assignment.

- a. Perform title search and provide title opinions for parcels requiring acquisition.
- b. Provide appraisal cost estimates for acquisitions, by a South Carolina licensed appraiser.
- c. Procure or perform appraisals and review the appraisals provided by others.
- d. Negotiate acquisitions, providing a translator when necessary.
- e. Litigation is not included in the scope of services and will be provided through the Jasper County Attorney's Office.

**EARLY KNOWN DELIVERABLES BY THE CONSULTANT**

| <b>No.</b> | <b>Task</b> | <b>Deliverable Description</b>           | <b>Due Date</b>           |
|------------|-------------|------------------------------------------|---------------------------|
|            |             |                                          | (Calendar Days after NTP) |
| <b>1</b>   | <b>2.c.</b> | Program Management Plan                  | 120                       |
| <b>2</b>   | <b>2.d.</b> | Master Program Schedule                  | 90                        |
| <b>3</b>   | <b>2.e.</b> | Program Financial Plan                   | 90                        |
| <b>4</b>   | <b>2.g.</b> | Public Involvement Plan                  | 60                        |
| <b>5</b>   | <b>2.h.</b> | Program Web Site Development and Startup | 60                        |
| <b>6</b>   | <b>2.i.</b> | Data Management Plan / System            | 60                        |
| <b>7</b>   | <b>2.l.</b> | Design Criteria and Standards            | 60                        |
| <b>8</b>   | <b>2.q.</b> | Risk Analysis Method                     | 60                        |
| <b>9</b>   | <b>4.a.</b> | Utility Coordination Plan                | 60                        |
| <b>10</b>  | <b>6.a.</b> | R/W Acquisition Plan                     | 90                        |
|            |             |                                          |                           |
|            |             |                                          |                           |

**SCHEDULE**

The CONSULTANT shall provide these services for a period of five (5) years as shown in Exhibit C - Schedule and may be amended during that as mutually agreed to add services. This agreement may be extended at the end of five years by mutual agreement between the COUNTY and the CONSULTANT.

**FEE**

Program Management Services (Tasks 1 - 6) shall be invoiced on an hourly fee basis, and a lump sum for the early known deliverables, not-to-exceed \$8,985,000.00 over the five year term of the contract. Individual Task Orders may be executed under this contract for specified projects and tasks. The CONSULTANT shall be compensated in accordance with mutually agreed upon Task Orders for which the specific scope, schedule and fee for each job order will be individually negotiated.

# **EXHIBIT B-1**

## **REQUEST FOR QUALIFICATIONS (RFQ)**

**RFQ #2025 –03**

**Program Manager – Transportation Sales Tax  
Program**



**Advertised: March 17, 2025**

**RFQ Due: April 30, 2025**



**Jasper County, South Carolina**  
**RFQ #2025 - 03**  
**Program Manager – Transportation Sales Tax Program**

**I. GENERAL INFORMATION**

Jasper County is soliciting responses from qualified engineering firms (“Offerors” or “Contractors”) licensed in South Carolina to provide Program Management and Civil Engineering related professional services as further described herein.

**RFQ MUST BE PHYSICALLY RECEIVED, AS INDICATED BELOW, BY 3:00PM ON Wednesday, April 30, 2025.**

|                                        |                      |
|----------------------------------------|----------------------|
| Issue Request for Qualifications (RFQ) | March 17, 2025       |
| Pre-Submittal Conference               | April 9, 2025, 1 pm  |
| Deadline for Inquires                  | April 11, 2025, 1 pm |
| Response to Inquiries                  | April 16, 2025       |
| Deadline for Submitting Proposal       | April 30, 2025, 1 pm |

**II. INSTRUCTIONS TO BIDDERS**

**1. Pre-Submittal Conference**

The County will conduct an in-person Non-Mandatory Pre-Submittal conference as part of this process to provide additional project information and expound upon potential questions. This conference will be held on Wednesday, April 9, 2025 at 1:00 PM in Jasper County, Clementa Pinckney Government Building, County Council Chambers, Third Floor, 358 Third Avenue, Ridgeland, SC 29936.

Attendance is not mandatory, all interested firms are strongly encouraged to attend.

Any questions regarding this project must be submitted in writing via email no later than Friday April 11, 2025, by 1:00 PM. Questions should be emailed to [jiwanicki@jaspercountysc.gov](mailto:jiwanicki@jaspercountysc.gov). All submitted questions will be addressed and posted on Jasper County’s Bids and Solicitations Web Page <https://www.jaspercountysc.gov/services/bids-and-solicitations> and the [Jasper County Vendor Registry website/](#) April 16, 2025.

**2. Proposal Opening Location**

The Proposals will be publicly opened at the Jasper County, Clementa Pinckney Government Building, County Council Chambers, Third Floor, 358 Third Avenue, Ridgeland, SC 29936. ***Proposals will be opened on the due date, Wednesday, April 30, 2025 at 1:00 pm. Only the names of Offerors will be provided at the opening. No other information will be shared at that time.*** All Offerors or their representatives are invited to attend the proposal opening.

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**3. Submittals**

Jasper County is hereby issuing this Request for Qualifications (RFQ) to firms that have the capability and interest in undertaking and performing the scope of work described in this RFQ. The RFQ is being publicly advertised in accordance with Jasper County procurement guidelines. Each firm responding to this solicitation is officially a RESPONDENT or PROPOSER. Each respondent must submit a sealed package containing original and eight (8) copies of the RFQ. In a separate sealed package original and two (2) copies of the Fee Schedule. All submissions will be logged in and date and time stamped.

Printed submittals must be clearly labeled on the outside of the envelope with the following wording:

- a. For the RFQ:  
JASPER COUNTY RFQ #2025 – 03 March 17, 2025 RFQ DOCUMENTS
- b. For the Fee Schedule:  
JASPER COUNTY RFQ #2025 – 03 March 17, 2025 Fee SCHEDULE

All late submittals will be rejected. Jasper County, South Carolina is not responsible for late submissions caused by delays in mail delivery or a delay in any other method of delivery. Print size shall be 12 pt. font minimum, on 8½ by 11 paper, double-sided and must include all of the information required in this RFQ. Provide a cover page that includes: Company Name, Address, Point of Contact (Email Address and Phone Number, and Date of Submission.

**SUBMITTALS SHALL NOT EXCEED A TOTAL OF 75 PAGES. A PAGE IS CONSIDERED TO BE ONE SIDE OF A SHEET OF PAPER IF PRINTED. EXCEEDING THE PAGE LIMIT IS GROUNDS FOR REJECTION OF THE SUBMITTAL.** The following **WILL NOT** be counted as pages:

- a. Front and/or back cover pages of your Qualifications document
- b. Table of Contents for your Qualifications document
- c. Section Dividers for your Qualifications document
- d. AFFIDAVIT OF COMPLIANCE document
- e. Fee Schedule/Proposal - Submitted Separately from the Qualifications

If you have any questions on the above page limit information email [iiwanicki@jaspercountysc.gov](mailto:iiwanicki@jaspercountysc.gov).

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**4. Proposed Procurement Timeline**

|                                                             |                |
|-------------------------------------------------------------|----------------|
| Release date for RFQ                                        | March 17, 2025 |
| Pre-Submittal Conference                                    | April 9, 2025  |
| Final Date to Receive Written Questions                     | April 11, 2025 |
| Addenda to Answer Questions                                 | April 16, 2025 |
| RFQ Closing Date                                            | April 30, 2025 |
| Completion of Selection Committee Review and Recommendation | May 21, 2025   |
| Jasper County Council                                       | June 2, 2025   |
| Execution of Contract                                       | June 16, 2025  |

**5. Sealed and Marked**

If sent by mail, or hand-delivered, original signed Proposals shall be submitted in a sealed package, clearly marked on the outside of the package with **RFP #2025 – 3 PROGRAM MANAGER** and addressed to:

Kimberly Burgess, Procurement Officer  
Director, Administrative Services Division Jasper County  
358 Third Avenue, Suite 304  
P.O. Box 1149  
Ridgeland, SC 29936

It is the proposer's sole responsibility to deliver the proposal to the Jasper County Administrative Services Division Procurement Office for receipt on or before the due date and time indicated. If a Proposal is delivered by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Procurement Office. Proposals delayed by mail shall not be considered and shall be rejected. Proposals may be mailed to the Procurement Office and accepted if the signed Proposal forms and required submittals are mailed and received prior to the due date and time. Proposals submitted via email will not be accepted. All submissions will be logged in and date and time stamped. ***Any Qualifications received after the date and time specified will be logged and date and time stamped as "late" and will remain unopened. and returned unopened to the respondent.***

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**6. Legal Name and Signature**

Proposals shall clearly indicate the legal name, address, and telephone number of the Proposer. Proposals shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to submit Proposals on behalf of the Proposer. Failure to properly sign the Proposals form shall invalidate the Proposals and it shall not be considered for award.

**7. Clarification and Addenda**

Each Proposer shall examine REQUEST FOR QUALIFICATIONS documents. The Administrative Services Division, Procurement Officer shall not be responsible for interpretations or clarifications of **Project Scope**.

All inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the **Project Scope** shall be made in writing or through email to:

Jim Iwanicki, Engineering Services Director  
Jasper County  
623 Live Oak Drive  
P.O. Box 1244  
Ridgeland, SC 29936  
[jiwanicki@jaspercountysc.gov](mailto:jiwanicki@jaspercountysc.gov)

Any inquiries or suggestions, concerning clarification of the REQUEST FOR QUALIFICATIONS (**excluding Project Scope**) shall be made through the Procurement Officer in writing or through email to:

Kimberly Burgess, Procurement Officer  
Director, Administrative Services Jasper County  
358 Third Avenue, Suite 304  
P.O. Box 1149  
Ridgeland, SC 29936  
[kburgess@jaspercountysc.gov](mailto:kburgess@jaspercountysc.gov)

**8. Responsive and Responsible Proposals**

To be responsive, the proposal shall conform in all material respects to the requirements set forth in the REQUEST FOR QUALIFICATIONS. To be responsible, the proposal shall perform fully the requirements, experience, reliability, capacity, and equipment that will ensure good faith performance.

**9. Reserved Rights**

Jasper County reserves the right to make such investigations as it deems necessary to make the determination of the proposer's responsiveness and responsibility.

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**10. Applicable Law**

All applicable laws and regulations of the United States of America, the State of South Carolina and Jasper County will apply to any resulting agreement, contract, or purchase.

**11. Right to Protest**

Appeals and remedies are provided for in the Jasper County Purchasing and Contracting Ordinance, Article V, Jasper County Code of Ordinances.

**12. Contract Forms**

Any agreement, contract, or purchase order resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the Jasper County Procurement Officer.

**13. Forms, Alternates, Variances**

Proposals must be submitted on the attached REQUEST FOR QUALIFICATIONS forms, although additional information may be attached. The Offerors must indicate any variance from the requested scope of services and/or terms and conditions, on the RFQ Affidavit of Compliance. Otherwise, Offerors must fully comply with the requested Scope of Services, terms and conditions. Alternate Proposals may or may not be considered at the sole discretion of Jasper County.

**14. Proposal Prices**

Provide an Hourly Rate Schedule for each billable title within the firm, mark-up costs for subconsultants, vendors, and suppliers, etc., and a schedule of reimbursable costs and rates. Each item must be proposed separately, and no attempt is to be made to tie any item(s) in with any other item or items.

**15. Descriptive Information**

All equipment, materials, and articles incorporated in the product/work covered by this REQUEST FOR QUALIFICATIONS are to be new and of suitable grade for the purpose intended.

**16. Deviations to Scope of Work and Requirements**

Any deviation from the scope of work as written and accepted by the County may be grounds for termination of the Contract.

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**Quality**

If any work product delivered does not meet applicable scope of work, or if the work product does not meet industry standard performance and professionalism, the Contractor shall redo the work at no expense to Jasper County. Contractor shall refund to the County any money which has been paid to the Contractor for any work not redone to meet industry standards and professionalism. The Contractor shall be responsible for attorney fees in the event the Contractor defaults and court action is required.

The County reserves the right to reject any or all materials/equipment if, in its judgement, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

**17. Regulations**

It shall be the responsibility of the Consultant to ensure compliance with Federal, State of South Carolina, and County laws, rules, regulations, or other requirements, as may apply.

**18. Termination of Award**

Failure of the Consultant to satisfy the requirements of Jasper County shall be reason for termination of the award. Any Proposal may be rejected in whole or in part for good cause when in the best interest of the County.

**19. Royalties and Patents**

The successful Consultant shall pay all royalties and license fees for equipment or process in conjunction with the equipment being furnished. Consultant shall defend all suits or claims for infringement of any patent right and shall hold the County harmless from loss on account or cost and attorney's fees incurred.

**20. Inspection and Acceptance**

No item(s) received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect the item(s). Any item(s) discovered defective, or which do not conform to any warranty of the seller upon inspection may be returned at the seller's expense for full credit or replacement.

If later, defects are discovered which were not ascertainable upon the initial inspection, the item(s) may also be returned at the Seller's expense for full credit or replacement. The County's return of defective items shall not exclude any other legal, equitable or contractual remedies the County may have.

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**III. GENERAL TERMS AND CONDITIONS**

**1. Exceptions to Specification**

Offerors taking exception to any part or section of the specifications shall indicate such exceptions on the Affidavit of Compliance Form and continuation page(s), if necessary. Failure to indicate exceptions shall be interpreted as the Proposer's intent to fully comply with the specifications as written.

**2. Evaluation of Proposals**

Any Purchase Order or Purchase Sales Agreement resulting from this REQUEST FOR QUALIFICATIONS shall be awarded to the PROPOSER providing the best proposal as determined by Jasper County, South Carolina.

***AWARD WILL NOT BE MADE ON THE BASIS OF PRICE.***

The committee will have representatives from the County, City of Hardeeville, Town of Ridgeland, and Jasper County School District.

Responses will be evaluated using the following criteria:

- A. **Qualifications, Abilities, and Experience of Key Personnel (35%)** - Each firm will be evaluated on the experience and qualifications of the key personnel that will be assigned to the Program Management Team.
- B. **Experience of the Firm and References (35%)** - Each firm shall be evaluated on its demonstrated capabilities and experience to provide the desired services. Review will include but not be limited to past performance on similar types of work, quality of work, and adherence to schedules and other related factors. History of working with municipalities and other local governments will also be considered. Review will include review of any subcontractors specified in Offeror's submittal as well.
- C. **Succession Planning (20%)** – Each firm will be evaluated on its ability to provide quality service during a change in the Project Team's key personnel.
- D. **Proposal Quality (10%)** - Each firm will be evaluated on how the RFQ was put together and the readability of the document.

After initial scoring of the above criteria, the County reserves the right to select a short list of finalists for a presentation/interview. Results of the interview process shall factor into the final scoring for contract award.

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**3. Award**

Each factor of the evaluation will be considered relative to obtaining the most effective plan consistent with the needs of the County.

**4. Product Liability Insurance**

The successful proposal will supply proof of professional liability insurance and workers compensation.

**IV. SCOPE OF SERVICES**

**1. Project Purpose**

Jasper County voters passed a transportation sales tax referendum ~~that passed~~ in November 2024. The County seek proposals from firms qualified to provide program and financial management, project management, project planning, scoping, conceptual design, utility coordination, and preliminary right-of-way coordination for **Transportation Projects** for the proposed 2024 1% Transportation Sales and Use Tax and for civil site improvements associated with the **Greenbelt Initiatives** identified in this RFQ. The sales tax program is included as an attachment. Responses to the solicitation for Program Management should be consider the following:

- The firm selected for Program Management will be excluded from working as the design engineer for any design contract awarded through the sales tax program.
- Selected Program Manager may be able to perform construction management and CEI services for projects under the sales tax program.

**2. Scope of Work**

**Task 1 – Project Management Services**

- Assist the County in obtaining Local Public Agency (LPA) status with South Carolina Department of Transportation (SCDOT).
- Act as an extension of County staff and provide all the needed services to the County to comply with SCDOT's LPA requirements.
- Coordinate, manage, and review project plans, technical reports, specifications, and estimates prepared by consultants providing professional services to the County for consistency with contract budgets, schedules, scope of work, design criteria, and applicable standards. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Prepare independent estimates for professional services and assist the County with scope and fee negotiations with project design consultants also to include civil site improvements associated with the **Greenbelt Initiatives**.
- Review project design consultant invoices for accuracy, compliance with



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contract terms, and progress of the work. This would include civil site improvements associated with the **Greenbelt Initiatives**.

- Conduct meetings, monitor design progress, and keep the County informed of each project's status. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Ensure compliance with SCDOT LPA procedures for projects involving state and/or federal funds.
- Ensure that all necessary permits and environmental approvals are obtained prior to letting a project for construction. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Ensure that all rights and easements necessary for the project are acquired prior to the construction letting. This would include civil site improvement associated with the **Greenbelt Initiatives**.
- Ensure that all utility coordination activities necessary to facilitate project construction have been performed prior to the construction letting. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Responsible for overseeing the preparation of construction bid documents. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Conduct pre-bid meetings, review bids, and advise the County through selection and contract award. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Review and maintain project related correspondence and files. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Coordinate value engineering studies and recommendations. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Perform technical, constructability, and maintainability reviews, including life cycle costs, accessibility, equipment clearances, etc. This would include civil site improvement associated with the **Greenbelt Initiatives**.
- Coordinate with municipalities, environmental agencies, and other project stakeholders as applicable to secure necessary approvals and permits. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Perform public outreach activities including public meeting facilitation, mailer and handout design, coordinate response to public comments and meetings, or as required. This would include civil site improvements associated with the **Greenbelt Initiatives**.

**Task 2 – Program & Financial Management**

- Provide a written monthly Program Status Report for County staff and Council due by 12:01p.m. local time on the 15<sup>th</sup> of each month.
- Attend all meetings associated with the program as directed by the County.
- Provide quarterly financial reports to include revenues, encumbrances, and expenditures.

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- Develop and maintain a Program Financial Plan to forecast Program revenues, project expenditures, and cash balances. The financial plan shall be in accordance with the CIP and the Consultant will participate in the County's annual CIP planning process. Revenue and cash reports will be County driven and maintained.
- Provide the County with recommendations for the timing and amount of bond issuances based upon the Program Financial Plan.
- Develop and maintain cost loaded schedules for the design, right of way acquisition, permitting, and construction for all projects within the program.
- Develop and implement a project filing system that provides readily accessible, complete, and well-organized files.
- Review and recommend methods to maximize efficiency and achieve economies of scale in the procurement of projects.
- Develop consistent design criteria, standards, and specifications for use on projects developed by the Program.
- Investigate and pursue available grant opportunities on behalf of the County.
- Develop and implement a public involvement program which should include, at a minimum, a Program website hosted and maintained by the Consultant with a link to the County's web site, and use of social media to provide accurate, up to date project information to the citizens of Jasper County. This would include civil site improvements associated with the **Greenbelt Initiatives**.
- Assist with document production related to Freedom of Information Act (FOIA) requests and other requests for information as applicable.
- Assist with the development of encroachment permits, intergovernmental agreements (IGA), memorandums of understanding (MOU), memorandums of agreement (MOA) and financial participation agreement (FPA) to facilitate coordination with the SCDOT, South Carolina State Infrastructure Bank (SCTIB) and other applicable parties as needed.
- Determine a method to evaluate project risk and cost, conduct risk analysis as needed, and make recommendations based on analysis.
- Conduct bid analysis/evaluation of bids or prepare cost estimates for comparison when appropriate. Provide "engineers estimate" when requested.
- Other items assigned by Jasper County.

**Task 3 – Project Planning, Scoping, and Conceptual Design**

- Establish the scope of improvements, cost estimates, and baseline cost-loaded schedules for each project including the following subtasks. This would include civil site improvements associated with the **Greenbelt Initiatives**.

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**A. Development of Conceptual Project Design**

- Perform feasibility and initial constructability review of a conceptual design and scope of each project. Provide baseline costs and schedule, to include design, right-of-way, construction, utility coordination, utility relocation, and permitting.
- The conceptual designs shall be developed in accordance with the South Carolina Department of Transportation (SCDOT) Highway Design Manual and the American Association of State Highway and Transportation Officials (AASHTO) “A Policy on Geometric Design of Highways and Streets”.
- Conceptual designs shall be developed on aerial photography and available GIS. Design features to be illustrated shall include the proposed roadway typical sections, roadway alignments, lane configurations, auxiliary intersection turn lanes, and bicycle & pedestrian facilities. The conceptual designs shall be presented on color roll-plots for coordination with project stakeholders and on 11” x 17” size sheets for incorporation into a project planning report.
- Work to minimize impacts to private property, buildings, cultural features (churches, cemeteries, parks, etc.), major utilities, and natural resources in the development of the project conceptual designs. COUNTY GIS property lines shall be referenced into the conceptual design to estimate right of way impacts for each project. Impacts on buildings and cultural features shall be estimated from aerial photography and a project field review.
- Perform an environmental screening to determine the presence of likely hazardous material sites, threatened and endangered species, historical/cultural resources, floodplains, and jurisdictional wetlands within the project area. The presence of these environmental constraints will be determined through a windshield survey and database searches.
- Identify the expected permits and NEPA compliant environmental document (Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement) required for each project based on conceptual design and environmental screening.

**B. Baseline Cost Estimates and Schedules**

- Prepare a cost estimate for each project based on the conceptual project design. Project cost estimates shall represent the total cost of project development and include the following typical project costs:
  - Engineering services (planning and design),
  - Right of way acquisition (land and services),
  - Wetland mitigation,
  - Utility relocation (utilities with prior rights),
  - Construction,
  - Construction engineering & inspection.

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- Appropriate factors shall be applied in coordination with the COUNTY to provide for contingency within each project budget to address unforeseen conditions.
- Baseline schedules to be developed for each project shall include the project phases of planning and design, right of way acquisition, environmental permitting, utility coordination, construction procurement, and construction. Cost estimates associated with each of these project phases shall be used to create a cost loaded schedule for purposes of program financial planning.
- Evaluate projects through a cost-risk analysis to identify risks to the project scope or schedule which may significantly impact project cost. A cost-risk workshop will be conducted for each project to engage subject matter experts in a review of the projects to identify potential risks based on their experience with transportation project development in the area. The project cost estimate will be refined to account for the magnitude and likelihood of each identified risk.

**C. Environmental Overview**

- Prepare a Project Planning Report for each project to present the conceptual design, environmental overview, utility overview, cost estimate, and schedule. The reports shall contain the following information:
  - Draft Purpose and Need Statement,
  - Project Description,
  - Design Criteria,
  - Conceptual Design,
  - Project Location and Length,
  - Environmental Constraints
  - Identify the Required NEPA Environmental Document,
  - Identify the Required Environmental Permits,
  - Utility Information
  - Cost Estimate
  - Schedule
- These reports will be submitted to the County and SCDOT (if applicable) for review and comment. All comments will be addressed as applicable in a comment response matrix and revised final reports will be provided to the County.

**D. Plan Review**

- For projects on SCDOT roadways or within SCDOT ROW, the consultant shall conduct a cursory review prior to submittal to SCDOT. The review will ensure that plans satisfy SCDOT requirements and foreseeable errors are addressed. Detailed review of design and/or calculations will not be required.

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- For projects in the County or municipal system, the consultant will act as the County reviewer and will review for design, calculation, adherence to appropriate standards and specifications, and constructability.
- If plans require submittal to County planning or other departments for review, then the Consultant will facilitate and communicate as needed.

**Task 4 – Utility Coordination Services**

- Notify utility owners of the projects and identify those utilities with facilities in the project area.
- Facilitate and act as intermediary between project design team and utility representatives.
- Arrange for Subsurface Utility Engineering (SUE) to establish utility locations and identify conflicts.
- Obtain letters of “no-conflict” for those utilities which are not impacted.
- Coordinate with utility owner(s) and designer(s) to develop relocation plans for those conflicts which cannot be eliminated.
- Review all utility owners’ relocation plans to ensure that relocations proposed by one owner do not conflict with another’s relocation.
- Establish prior rights of occupancy.
- Obtain no-cost letters from those utility owners without prior rights or develop utility agreements with those owners who can document their prior rights.
- Evaluate the feasibility of in-contract utility relocation and develop necessary agreements in coordination with the utility owner.
- Monitor the progress of utility relocation and incorporate utility relocation schedules into the overall project schedule.

This would include Utility Coordination Services for civil site improvements associated with the **Greenbelt Initiatives**.

**Task 5 – Construction Administration**

- Constructability reviews of plans and specifications prepared for projects prior to construction letting.
- Attend pre-construction conferences, routine construction coordination meetings, etc.
- Reviewing and maintaining records of plans, specifications, shop drawings, revisions, correspondence, warranties, etc.
- Monitor each construction project and prepare monthly status reports.
- Evaluating and recommending actions related to progress payments, change requests, claims, disputes, etc.
- Performing project close-out activities.
- Fostering and maintaining a positive public image related to construction operations by proper interaction with the public and media, maintenance of traffic, attention to safety, permit compliance, etc.

This would include Construction Administration for civil site improvements

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associated with the **Greenbelt Initiatives**.

**3. Approved Projects**

**S-442 (Argent Boulevard) (from US 278 to SC 170)**: 4-lane divided or 5-lane widening with multi- use paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (\$57,000,000).

**US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd)**: 6-lane road widening for approximate 1 mile (\$15,000,000).

**US 278 Corridor Phase 2 (Argent Blvd to I-95)**: 6-lane road widening for approximately 4.75 miles with two bridges (approx. 360 LF and 90 LF) (\$50,000,000).

**SC 46/SC 170/SC 315 Intersection Improvements and Widening**: assume 1 mile widening with intersection improvements at SC 46 and SC 170 to potentially combine into 1 intersection (\$30,000,000).

**US 17/US 321 Intersection Improvement**: skewed intersection in Hardeeville and may contain complicated right of way acquisition, assumes existing bridge over railroad can remain (\$4,000,000).

**US 17 Widening (SC 315 to SC 170)**: 4-lane divided widening for approximately 2 miles (\$24,000,000).

**SC 315 Widening from SC 170/SC 46 intersection to US 17**: 4-lane/5-lane widening for approximately 6 miles (\$41,500,000).

**SC 336 Intersection Improvements (Grahamville Rd to SC 336)**: potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (\$5,000,000).

**I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements**: Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (\$12,000,000).

**I-95 Exit 22 Connector (US 278 to Bees Creek Road)**: new road with potential new bridge over I-95, dependent upon alignment and SCDOT's improvements for Exit 22 for approximate 3 miles: (\$36,000,000).

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**Glover Road (Bees Creek Road (S-13) to SC 462)**: Dirt road and paved road improvement – assume 2 lanes with R/W purchase for future widening (\$26,000,000).

**US 278/SC 652 (Calf Pen Bay Road) Intersection Improvement**: A traditional intersection improvement on US 278 has been installed with left turn lane and right turn onto SC 652, but improvements were not incorporated on SC 652. Turn lanes with improved intersection realignment should be considered or a roundabout should be installed as this could be a key intersection for traffic calming for entrance to Ridgeland: (\$2,000,000).

**SC 462 (SC 170 to Snake Road)**: 4-lane divided or 5-lane widening for approximately 3 miles and safety improvements for approximately 5 miles (\$56,000,000).

**US 17/Mackay Point Road Intersection**: Realignment of S-27-37 to eliminate skewed intersection with Mackay Point Road and may involve improved access management on US 17, dependent on coordination with SCDOT, assume 0.6-mile realignment and intersection improvement: (\$5,000,000).

**US 321/SC 336 Intersection Improvement**: skewed intersection in Tillman (\$2,500,000).

**Reconstruction of Levy Road**: (\$10,000,000).

**Greenbelt Initiatives**: \$94,000,000 for financing greenbelt initiatives (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors).

**Notes:**

- Program Manager will be involved as noted with civil site improvement associated with the Greenbelt Initiatives.
- Appendix 1 includes location maps

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**4. Initial Priorities:**

Jasper County officials have met, and the preliminary unofficial roadway priorities are as follows:

**S-442 (Argent Boulevard) (from US 278 to SC 170)**: 4-lane divided or 5-lane widening with multi- use paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (\$57,000,000).

**US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd)**: 6-lane road widening for approximate 1 mile (\$15,000,000).

**US 278 Corridor Phase 2 (Argent Blvd to I-95)**: 6-lane road widening for approximately 4.75 miles with two bridges (approx. 360 LF and 90 LF) (\$50,000,000).

**I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road**  
**Improvements**: Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (\$12,000,000).

**Reconstruction of Levy Road**: (\$10,000,000).

**SC 336 Intersection Improvements (Grahamville Rd to SC 336)**: potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (\$5,000,000).



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**V. SUBMITTAL REQUIREMENTS AND FORMATTING**

Offerors are REQUIRED to submit all requested information and/or documentation outlined in this section of the solicitation. Any Offeror failing to do so may have their response rejected as being non-responsive and making them ineligible for contract award. Offerors shall submit their responses in a format and sequence that follows the section numbering and layout provided in this solicitation to assist the County in its evaluation of responses.

Offerors shall submit written qualifications which clearly demonstrate their ability to provide quality services in an effective manner.

The County desires a firm with a history of meeting or exceeding client expectations, providing effective communication between the client and the firm, a record of meeting schedules and deadlines, distinct knowledge of local sales tax programs, permitting requirements, a reputation as an effective steward of natural resources and the environment, prudent contract administration and project accounting, and a quality presentation of project deliverables.

Submittals shall include the following information, and should be arranged in labeled sections as follows:

**QUALIFICATIONS:**

**Section A: Personnel Technical Competence/Qualifications**

**1. Project Team Organizational Chart:**

Provide an organizational chart identifying team members who would be assigned to this contract (including sub-consultants). The organizational chart must include the name, role/position, and office location of each team member and subconsultant. A project team member may be responsible for more than one area. The offeror shall identify the following, at a minimum:

- Overall Project Manager(s)
- Key Financial Management Team Members
- Communication/Public Engagement Team Members
- Civil Engineering Team Members
- Environmental Team Members
- Right of Way Team Members
- Construction Administration Team Members

**Jasper County, South Carolina**  
**RFQ #2025 - 03**  
**Program Manager – Transportation Sales Tax Program**

2. Professional Resumes: Provide professional resumes of key project personnel proposed for this contract and detailed background information including:
  - Education;
  - Professional registrations and certifications, applicable to South Carolina;
  - Experience;
  - Years with firm;
  - Office location;
  - Specific role and responsibilities on past projects of this type;
  - Hourly billing rates (in a separate sealed envelope).
3. Firm Reserves: Description of available backup personnel, resources and their location.
4. Primary Point of Contact: Identify the Firm's Primary Point of Contact.
5. Organization of sub-consultants and personnel: Provide the name of any firm(s) and their personnel that will be providing sub-consulting services to your firm. Also include the services they will provide, their office location, and a contact name and phone number.

**Section B: Background, Capabilities, Experience and Succession Planning**

1. Range of Services: Provide a description of the full range of services the Firm provides. Provide the number of years in business and the location of the main office that will service the Town's account including the location of any sub-consultants.
2. Capabilities: Discuss the firm's unique qualifications, capabilities and methodologies that will be used for the Program Management of a Sales Tax Program.
3. Prior Experience: Provide a complete list with detailed descriptions including dollar value and time frame of the firm's experience on similar Sales tax Programs within the past 10 years. Specify the type of work performed, the Firm's Project Manager and personnel that worked on the referenced projects including their role. Include project photos, budget and schedule. Identify if the project was completed on time and on budget.

**Jasper County, South Carolina**  
**RFQ #2025 - 03**  
**Program Manager – Transportation Sales Tax Program**

4. Prior Experience: Provide experience, other than sales tax program experience, from South Carolina that will help show the Offerors capabilities in delivering a successful sales tax program. Include projects started no earlier than January 1, 2021. Also detail the firm's experience working within Jasper County, if any within the same period.
5. Succession Planning: Describe how the firm will address internal succession planning so that as key personnel retire or move on from the company the County's Program is not negatively affected. Also list any long-term municipal clients that have used the firm consistently (5 or more contracts) between January 1, 2014, and today. Include the number of contracts and a contact name phone number and email. Please note Section VII which states that if key team members identified in this RFQ are no longer available and/or not being used on this project the County reserves the right to terminate the contract.
6. Project References: Provide at least three (3) written references from Items 3, 4 and 5 above. Each reference shall provide a signed (electronic signatures are acceptable) written reference from the client contact. The reference shall include a short statement of satisfaction with the Offerors' services as well as why, in their opinion, the project(s) were successful. The references shall include current e-mail and current phone number. The references shall come from sources outside Jasper County.
7. Workload: Provide a summary of current workload and workload projections. Present and anticipated workload of project team (please show in tabular format with each team member's anticipated obligations depicted over the life of the project).
8. List of litigation history of the firm and all subconsultants for the past 5 years.

**Section D: Scope of Work Approach**

Discuss and provide insight into the Offerors approach to accomplish the Scope of Work. Please make sure to identify what would set the Offerors approach apart from others in the industry.

1. Project Management
2. Program & Financial Management
3. Project Planning, Scoping, and Conceptual Design
4. Utility Coordination
5. Construction Administration

**Jasper County, South Carolina**  
**RFQ #2025 - 03**  
**Program Manager – Transportation Sales Tax Program**

**Section E: Forms and Information**

AFFIDAVIT OF COMPLIANCE must be submitted.

**Section F: Costs (Submitted As a Separate Document)**

**THIS SHALL BE SUBMITTED AS A SEPARATE DOCUMENT AND NOT INCLUDED WITH THE OTHER MATERIAL REQUESTED.** Hourly rates will not be used in the evaluation of submittals but instead will form the basis for contract negotiations with the selected firm.

1. The Offeror shall submit a Billable Costs Document for their firm and all other firms listed in the RFQ. At a minimum the document shall have the following:
  - a. An Hourly Rate Schedule for each billable title within the firm.
  - b. Mark Up Costs for subconsultants, vendors, and suppliers, etc.
  - c. A schedule of reimbursable costs and rates. (i.e. travel, copies, mailing, etc.)
2. Once an initial hourly rate schedule is agreed upon, rates shall remain fixed for the first year of the resulting contract. After the first year, Contractor may request one (1) annual adjustment to the hourly rates to be effective on each anniversary of the contract, but such increase shall not exceed the most recently published Consumer Price Index for All Urban Consumers (CPI-U), before seasonal adjustment as of sixty (60) days prior to the contract anniversary date. Any rate increase shall require a written contract amendment signed by both parties to become effective. If Contractor's request for an increase is made after the applicable contract anniversary date, such increase shall not be retroactive to the anniversary date and instead shall be effective as of the date of the signed contract amendment. Mark up cost and reimbursable cost once established shall not be changed for the life of the contract.

**Jasper County, South Carolina**  
**RFQ #2025 - 03**  
**Program Manager – Transportation Sales Tax Program**

**AFFIDAVIT OF COMPLIANCE**

To be submitted with vendor's Proposal

\_\_\_\_\_ We Do Not take exception to the RFQ Documents/Requirements.

\_\_\_\_\_ We take exception to the RFQ Documents/Requirements as follows:

Specific exceptions are as follows:

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I have carefully examined the REQUEST FOR QUALIFICATIONS and agree to abide by all submitted pricing, delivery, terms and conditions of this Proposal unless otherwise stipulated herein.

Company

Name\_\_\_\_\_

By\_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_  
(Print Name and Title)

Company Address\_\_\_\_\_

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**RETURN THIS PAGE**

**Jasper County, South Carolina**  
**RFQ #2025 - 03**  
**Program Manager – Transportation Sales Tax Program**

**AFFIDAVIT OF COMPLIANCE (continued)**

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

DBE Vendor (Yes/No)

Minority Owned: \_\_\_\_\_

Women Owned: \_\_\_\_\_

Veteran Owned: \_\_\_\_\_

Date \_\_\_\_\_

**ADDENDA**

Proposer acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

**RETURN THIS PAGE**

**Jasper County, South Carolina**  
**RFQ #2025 - 03**  
**Program Manager – Transportation Sales Tax Program**

**STATEMENT OF “NO PROPOSAL”**

**Return this page only if your company provides the products/services being requested and DECLINES to do so.**

We, the undersigned, have declined to respond to the above REQUEST FOR QUALIFICATIONS for Program Manager - Sales Tax Program for the following reasons:

- \_\_\_\_\_ Specifications too “Narrow”, geared to one brand or manufacturer (Please explain below).
- \_\_\_\_\_ Insufficient Time to Respond to REQUEST FOR QUALIFICATIONS
- \_\_\_\_\_ Unable to Meet Specifications
- \_\_\_\_\_ Specifications Unclear (Please explain below)
- \_\_\_\_\_ Other (Please explain below)

Remarks

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Company Name \_\_\_\_\_

Address \_\_\_\_\_

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Name and Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

**Jasper County, South Carolina**  
**RFQ #2025 - 03**  
**Program Manager – Transportation Sales Tax Program**

**VI. CONTRACT AWARD**

Contract award, as well as contract continuation of the contract in subsequent fiscal periods, is subject to availability of County funds. In the event that contract negotiations with the highest rated Offeror are unsuccessful, the County reserves the right to begin contract negotiations with next highest rated Offeror.

If a contract is awarded as result of this solicitation, such award shall be made to the most qualified respondent(s). In the event that contract negotiations with the most qualified respondent(s) are unsuccessful, the County reserves the right to begin contract negotiations with the next most qualified respondent(s).

**VII. STANDARD CONTRACT TERMS AND CONDITIONS**

Offeror acknowledges that a contract will need to be executed with terms and conditions acceptable to the County and the Offeror.

The Offeror agrees that terms and conditions provided in this RFQ, and in their response to the RFQ either in their entirety or relevant portions thereof, shall be included and become part of any resulting contract.

Please note that if the County determines that key team members identified in this RFQ are no longer available and/or not being used on this project the County reserves the right to terminate the contract.

The anticipated term of the resulting contract shall be five (5) years.



**Jasper County, South Carolina**  
**RFQ #2025 - 03**  
**Program Manager – Transportation Sales Tax Program**

**APPENDIX 1 – Maps**



# JASPER COUNTY

## Special Sales & Use Tax

Sample Ballot Questions



### QUESTION 1

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Jasper County for not more than fifteen (15) years to fund the following projects:

#### Projects:

Project (1) Using eighty percent (80%) of the referenced tax for financing the costs of highways, roads, streets, bridges, and other transportation-related projects, including drainage facilities related thereto: \$376,000,000.

Project (2) Using twenty percent (20%) of the referenced tax for financing the costs of greenbelt projects (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors): \$94,000,000.

- ☐ YES, IN FAVOR OF THE QUESTION
- ☐ NO, OPPOSED TO THE QUESTION

#### Instructions to Voters:

All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote "YES;" and

All qualified electors opposed to levying the special sales and use tax shall vote "NO."

### QUESTION 2

I approve the issuance of not exceeding \$150,000,000 of general obligation bonds of Jasper County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed 15 years, to fund any of the projects from among the categories described in Question 1 above.

- ☐ YES, IN FAVOR OF THE QUESTION
- ☐ NO, OPPOSED TO THE QUESTION

#### Instructions to Voters:

All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote "YES;" and

all qualified electors opposed to the issuance of bonds for the stated purposes shall vote "NO."

## ROAD REPAIR & GREENBELT (WATER & LAND PROTECTION)

### Proposed Projects

#### ROADWAY CONSTRUCTION:

- **S-442/Argent Blvd.** (US 278 to SC 170) - \$57M
- **US 278 Corridor Phase 1** - \$15M
- **US 278 Corridor Phase 2** - \$50M
- **Glover Road** (Bees Creek Rd. (S-13) to SC 462) - \$26M
- **SC 462** (SC 170 to Snake Rd.) - \$56M
- **Levy Road** (reconstruction) - \$10M

#### INTERSECTION IMPROVEMENTS:

- **SC 46/SC 170/SC 315** (incl. widening) - \$30M
- **US 17/US 321** - \$4M
- **SC 336** (Grahamville Rd. to SC 336) - \$5M
- **US 278/SC 652** - \$2M
- **US 17/Mackay Point Rd.** - \$5M
- **US 321/SC 336** - \$2.5M

#### ROADWAY WIDENING:

- **US 17** (SC 315 to SC 170) - \$24M
- **SC 315** (SC 170/SC 46 to US 17) - \$41.5M

#### INTERCHANGE IMPROVEMENTS:

- **I-95 Exit 18** Interchange with US 17, Bees Creek Rd. and Glover Rd. Improvements - \$12M
- **I-95 Exit 22** Connector (US 278 to Bees Creek Rd.) - \$36M

## GREENBELT PROJECTS, WATER & LAND PROTECTION:

Including but not limited to **land acquisition** for conservation, purchasing conservation easements, creating passive and active **greenspaces**, and **protecting natural resources**, agricultural or heritage landscapes, and scenic corridors - \$94M

Citizens will be able to nominate projects for consideration. Example priorities include lands along the Savannah River, Broad River, connecting the ACE Basin to the Savannah Wildlife Refuge, and in the Euhaw District.



### Want to learn more?

Scan here for additional project specific details, the prioritization process, and project oversight!



## S-442 (ARGENT BOULEVARD) (FROM US 278 TO SC 170)

4-LANE DIVIDED OR 5-LANE  
WIDENING WITH MULTI-USE  
PATHS ON BOTH SIDES FOR  
APPROXIMATELY 3.8 MILES AND  
WOULD BE COORDINATED WITH  
THE SC 170 WIDENING AND  
ACCESS MANAGEMENT PROJECT  
(\$57,000,000).

S-442 (Argent  
Boulevard) (from  
US 278 to SC 170)





US 278 Corridor  
Phase 2 (Argent  
Bvd to I-95)

US 278 Corridor Phase  
1 (Beaufort County  
Line to Argent Blvd)

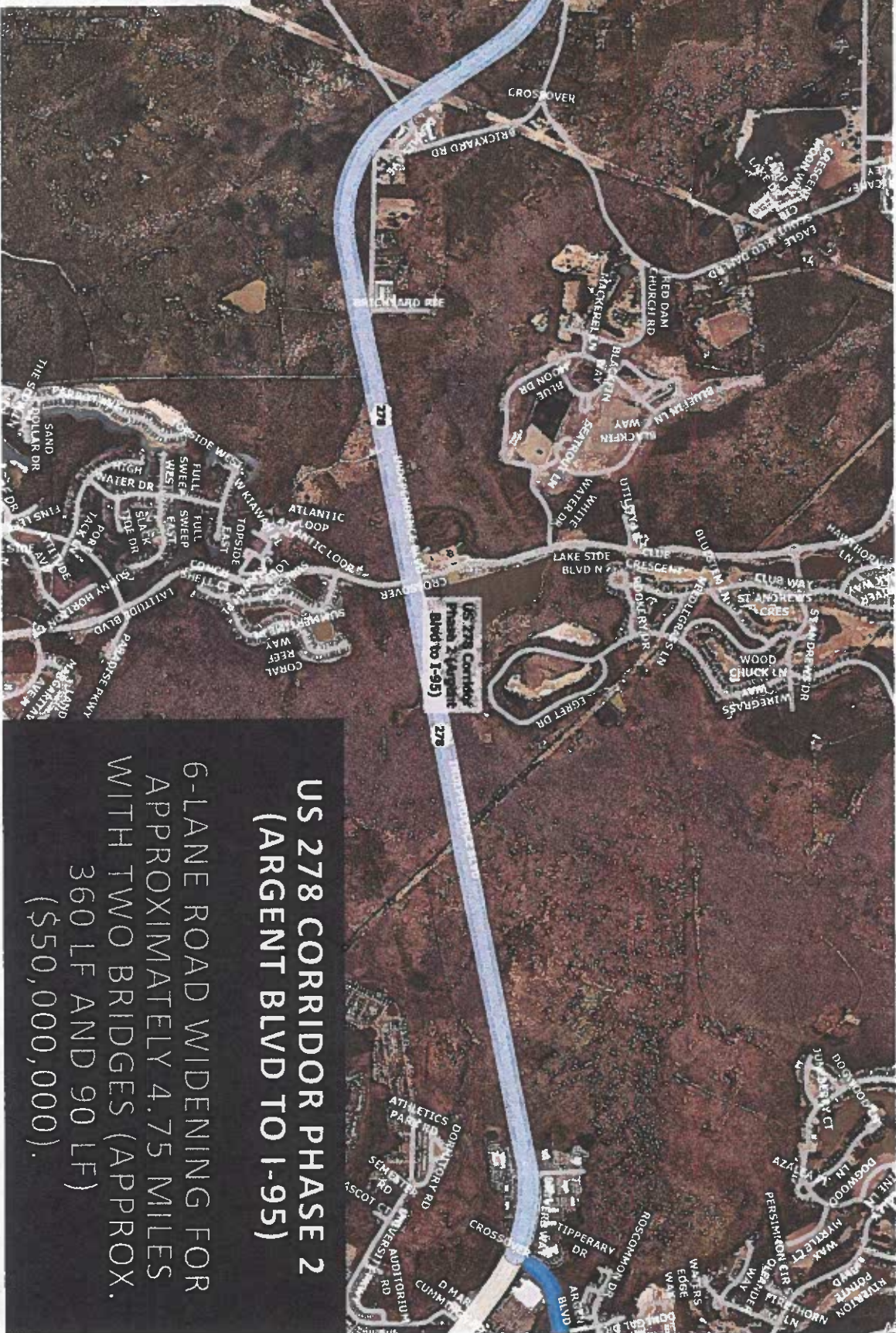
CROSSOVER

278  
278

US 278 CORRIDOR PHASE 1  
(BEAUFORT COUNTY LINE TO  
ARGENT BLVD)  
6-LANE ROAD WIDENING FOR  
APPROXIMATE 1 MILE  
(\$15,000,000).







## US 278 CORRIDOR PHASE 2 (ARGENT BLVD TO I-95)

6-LANE ROAD WIDENING FOR  
APPROXIMATELY 4.75 MILES  
WITH TWO BRIDGES (APPROX.  
360 LF AND 90 LF)  
(\$50,000,000).





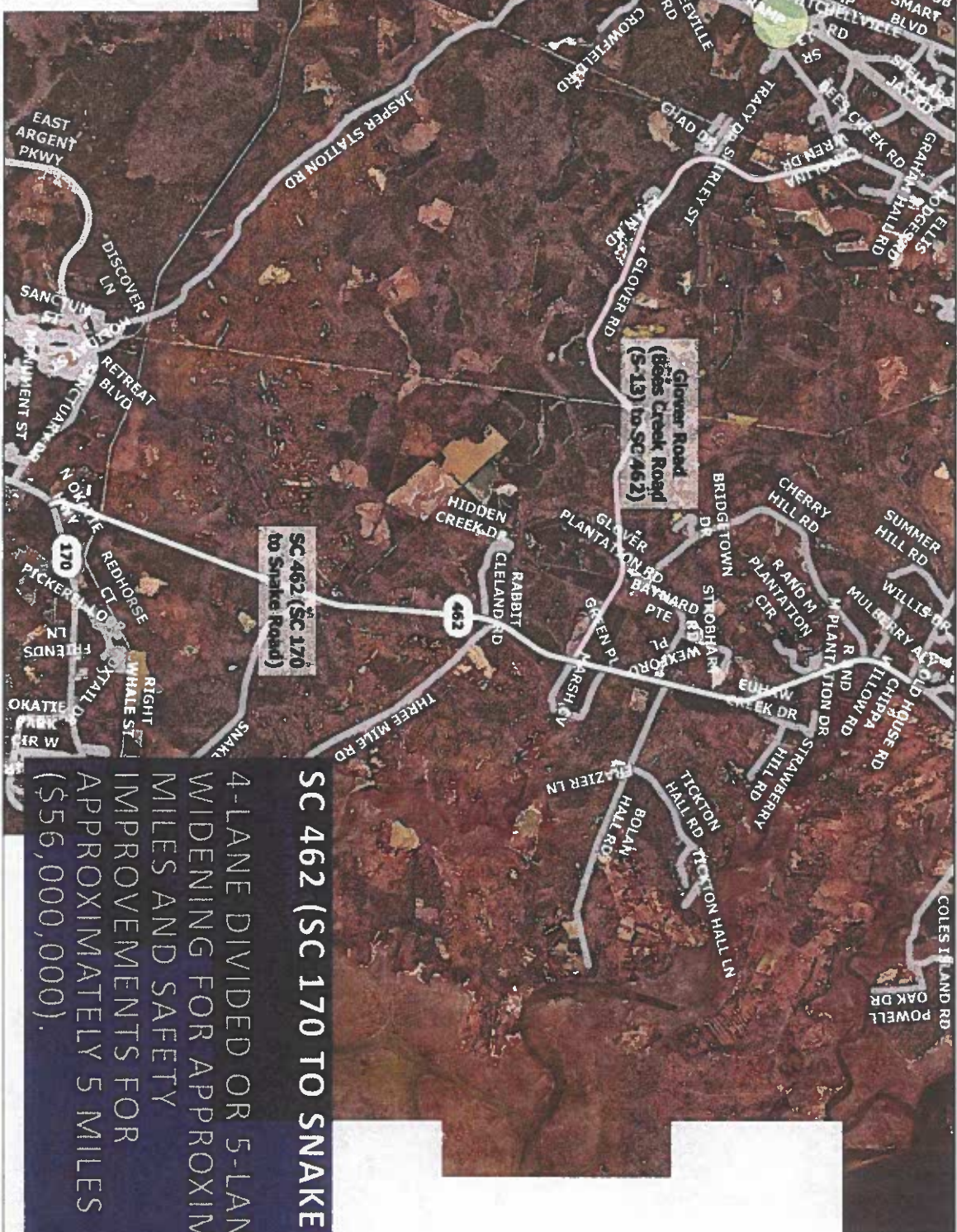
**GLOVER ROAD (BEES CREEK ROAD (S-13) TO SC 462)**

**DIRT ROAD AND PAVED ROAD IMPROVEMENT – ASSUME 2 LANES WITH R/W PURCHASE FOR FUTURE WIDENING (\$26,000,000).**

Glover Road  
(Bees Creek Road  
(S-13) to SC 462)

SC 462 (SC 170  
to Spike Road)





SC 462 (SC 170 TO SNAKE ROAD)  
4-LANE DIVIDED OR 5-LANE  
WIDENING FOR APPROXIMATELY 3  
MILES AND SAFETY  
IMPROVEMENTS FOR  
APPROXIMATELY 5 MILES  
(\$56,000,000).





US 17 Widening  
(SC 315 to  
SC 170)

Reconstruction  
of Levy Road

# RECONSTRUCTION OF LEVY ROAD

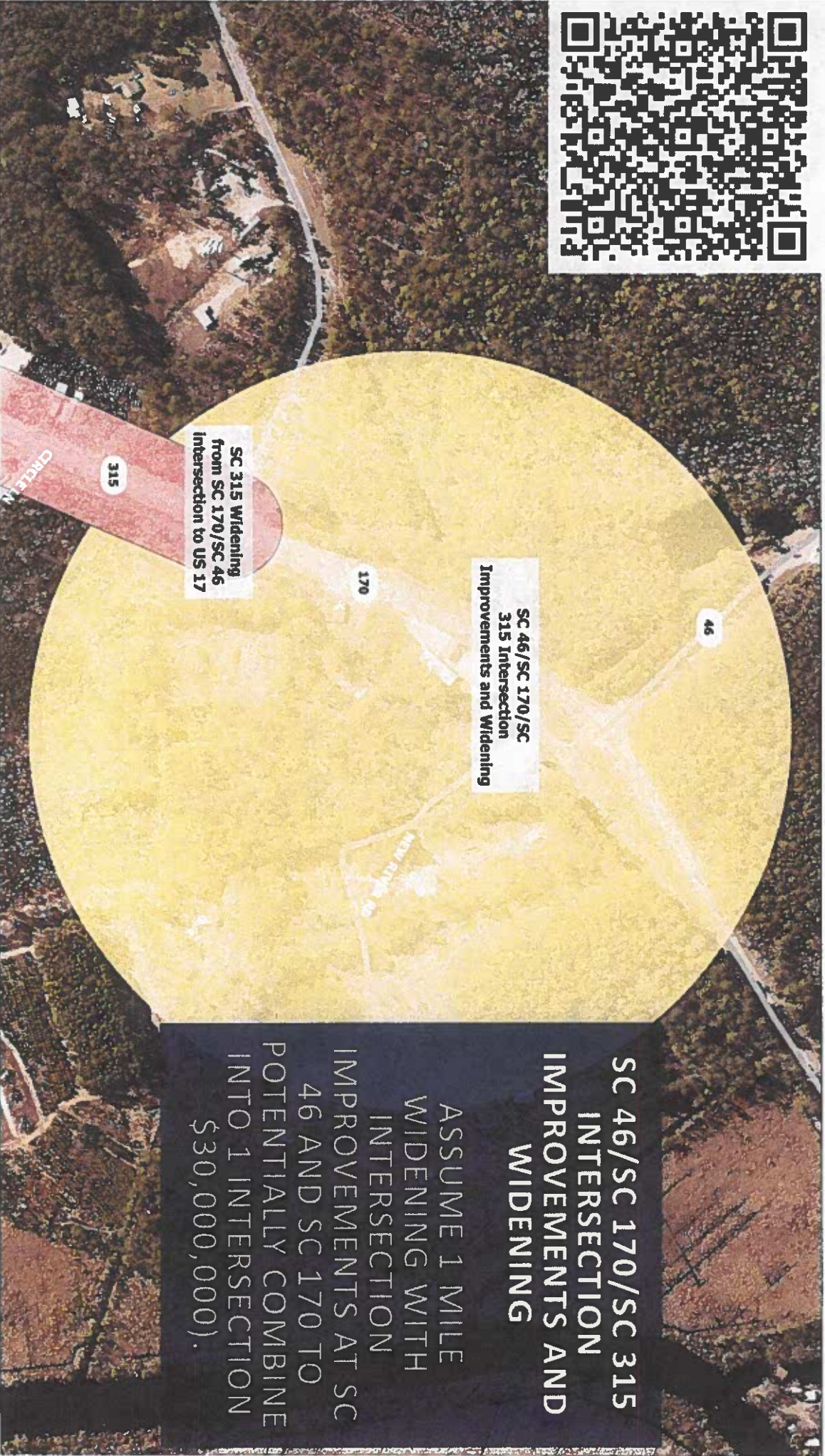
(\$10,000,000)

SC 315 Widening  
from SC 170/SC 46  
Intersection to US 17

MUNGIN  
CREEK RD







SC 46/SC 170/SC  
315 Intersection  
Improvements and Widening

SC 315 Widening  
from SC 170/SC 46  
Intersection to US 17

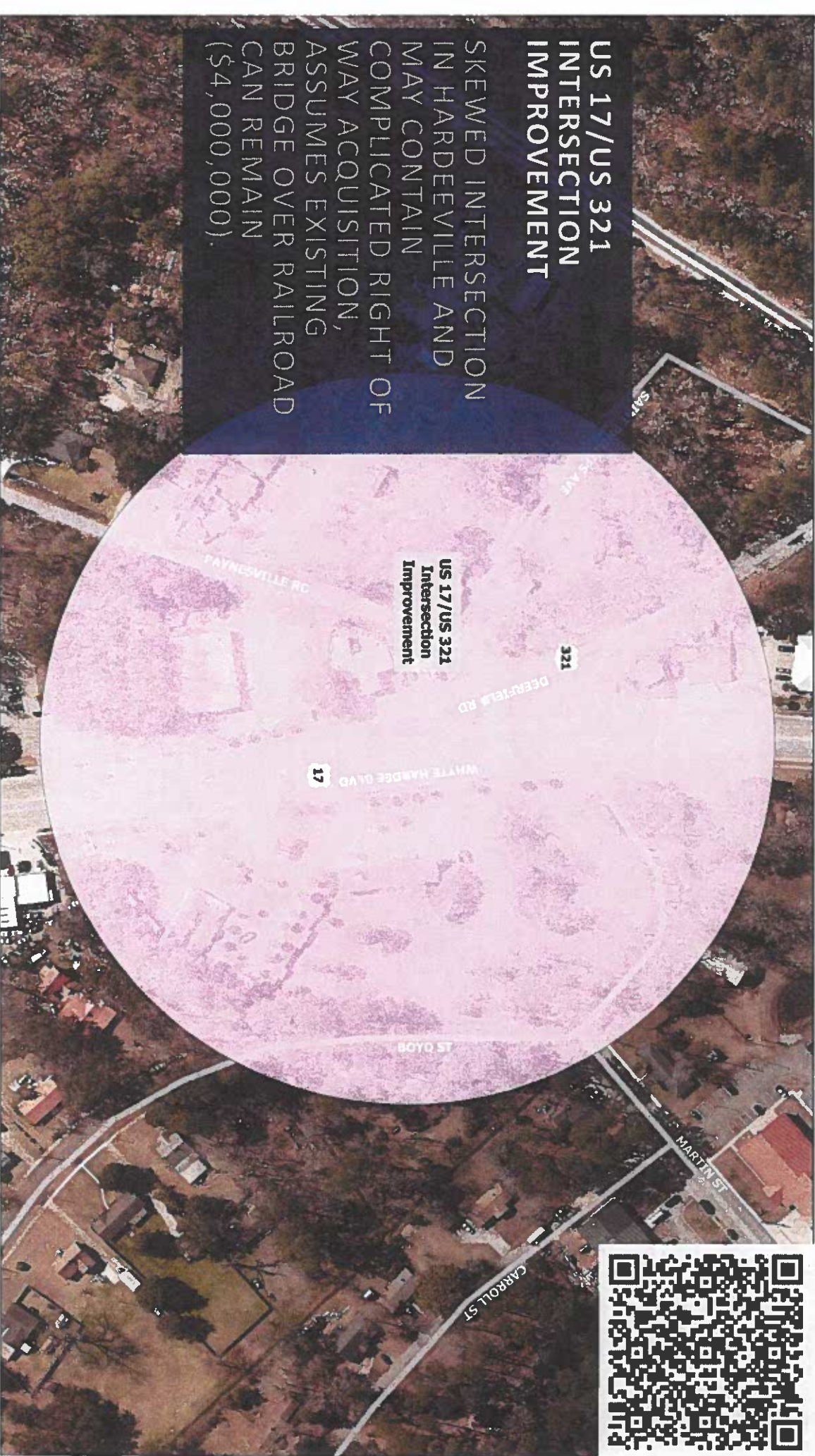
## SC 46/SC 170/SC 315 INTERSECTION IMPROVEMENTS AND WIDENING

ASSUME 1 MILE  
WIDENING WITH  
INTERSECTION  
IMPROVEMENTS AT SC  
46 AND SC 170 TO  
POTENTIALLY COMBINE  
INTO 1 INTERSECTION  
(\$30,000,000).



**US 17/US 321  
INTERSECTION  
IMPROVEMENT**

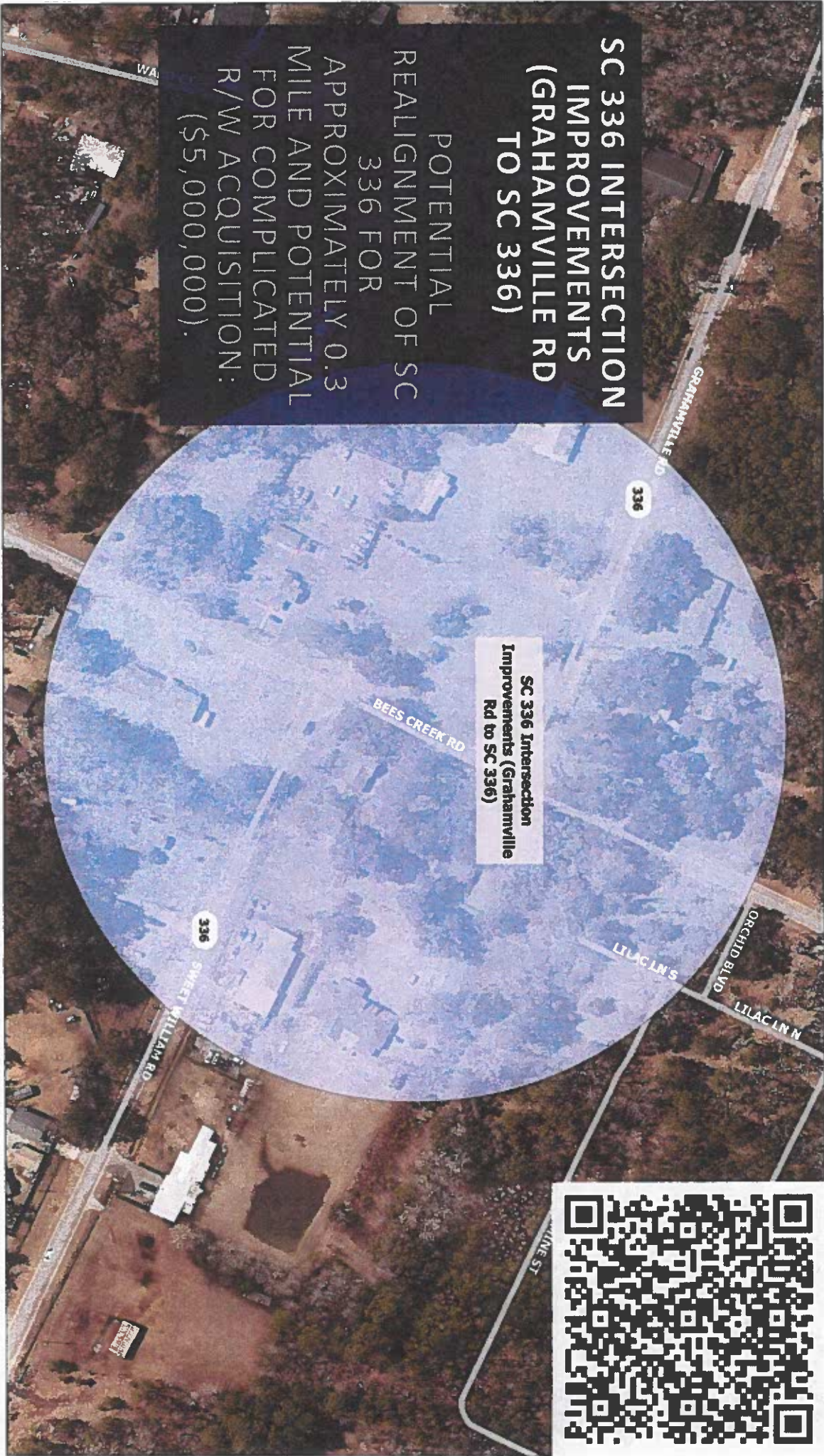
SKewed INTERSECTION  
IN HARDEEVILLE AND  
MAY CONTAIN  
COMPLICATED RIGHT OF  
WAY ACQUISITION,  
ASSUMES EXISTING  
BRIDGE OVER RAILROAD  
CAN REMAIN  
(\$4,000,000).





**SC 336 INTERSECTION  
IMPROVEMENTS  
(GRAHAMVILLE RD  
TO SC 336)**

POTENTIAL  
REALIGNMENT OF SC  
336 FOR  
APPROXIMATELY 0.3  
MILE AND POTENTIAL  
FOR COMPLICATED  
R/W ACQUISITION:  
(\$5,000,000).







**US 278/SC 652 (Calf  
Pen Bay Road)  
Intersection Improvement**

652

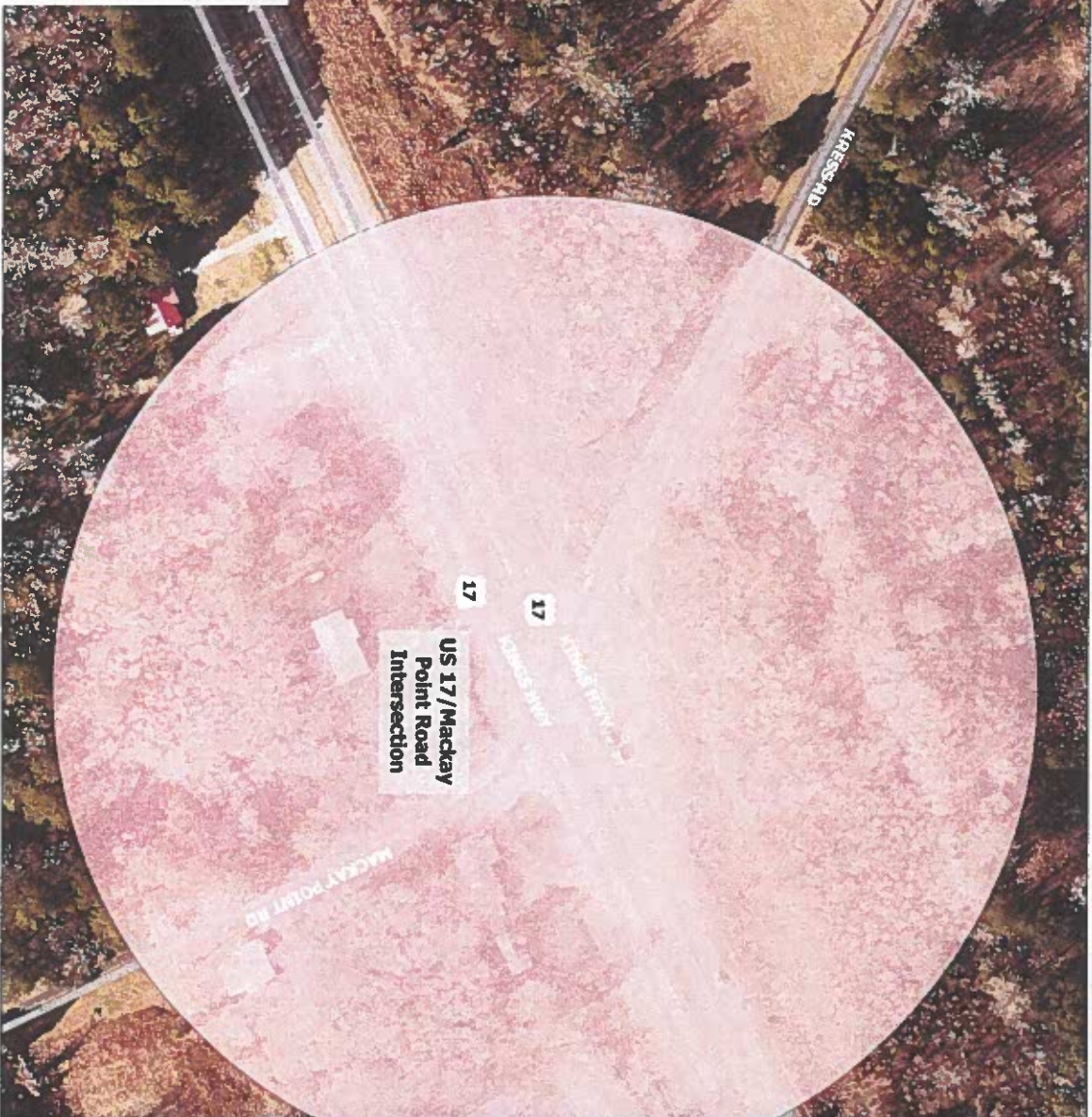
CALF PEN BAY RD

278

GRAYS HWY

**US 278/SC 652 (CALF PEN  
BAY ROAD) INTERSECTION  
IMPROVEMENT**  
A TRADITIONAL  
INTERSECTION  
IMPROVEMENT ON US 278  
HAS BEEN INSTALLED WITH  
LEFT TURN LANE AND RIGHT  
TURN ONTO SC 652, BUT  
IMPROVEMENTS WERE NOT  
INCORPORATED ON SC 652.  
TURN LANES WITH  
IMPROVED INTERSECTION  
REALIGNMENT SHOULD BE  
CONSIDERED OR A  
ROUNDAABOUT SHOULD BE  
INSTALLED AS THIS COULD  
BE A KEY INTERSECTION FOR  
TRAFFIC CALMING FOR  
ENTRANCE TO RIDGELAND:  
(\$2,000,000).



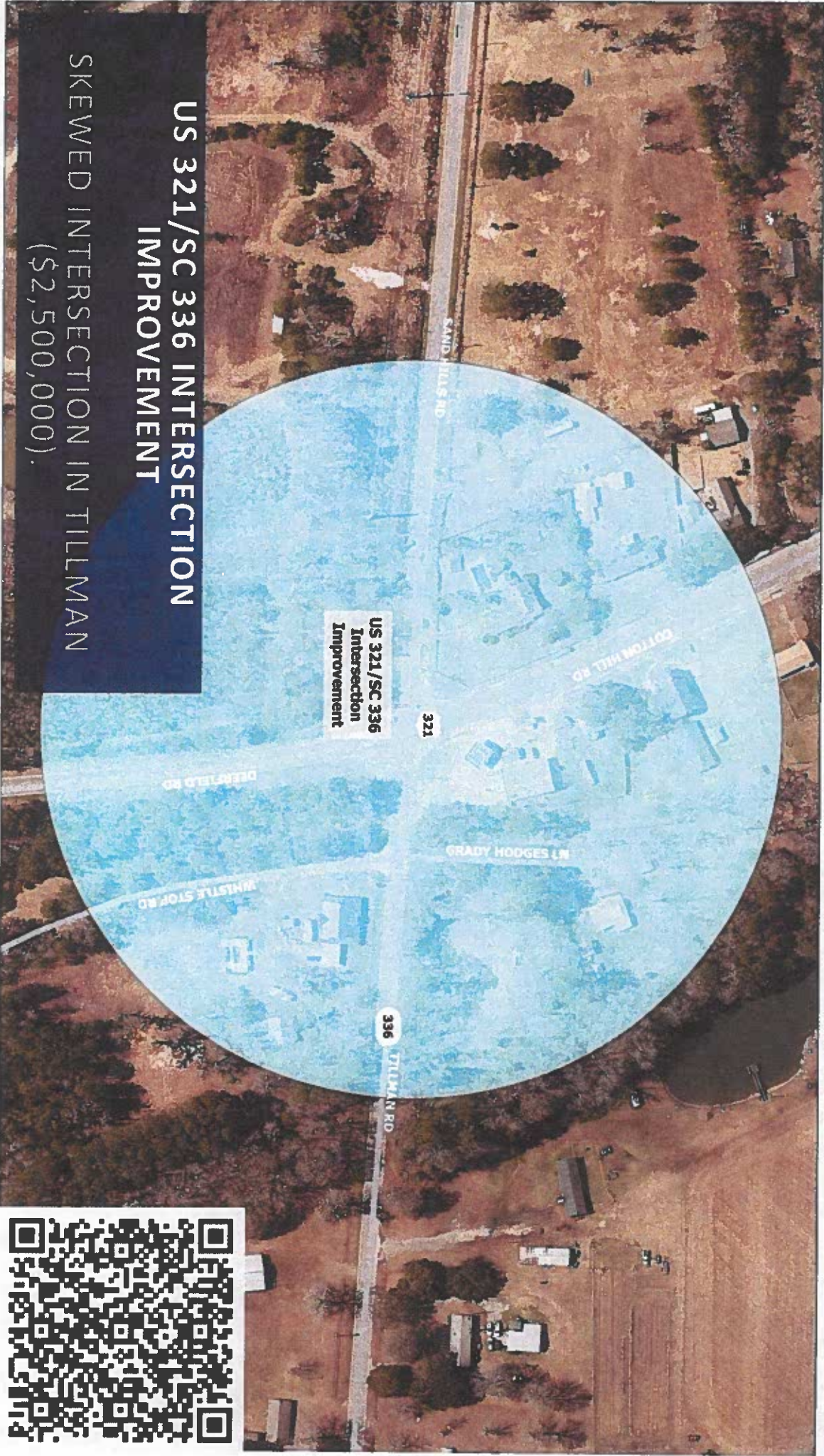


## US 17/MACKAY POINT ROAD INTERSECTION

REALIGNMENT OF  
S-27-37 TO ELIMINATE  
SKEWED  
INTERSECTION WITH  
MACKAY POINT ROAD  
AND MAY INVOLVE  
IMPROVED ACCESS  
MANAGEMENT ON US  
17, DEPENDENT ON  
COORDINATION WITH  
SCDOT, ASSUME 0.6-  
MILE REALIGNMENT  
AND INTERSECTION  
IMPROVEMENT;  
(\$5,000,000).



**US 321/SC 336 INTERSECTION  
IMPROVEMENT**  
SKEWED INTERSECTION IN TILLMAN  
(\$2,500,000).







US 17 Widening (SC 315 to SC 170)

SC 315 Widening from SC 170/SC 46 Intersection to US 17

US 17 WIDENING (SC 315 TO SC 170)  
4-LANE DIVIDED WIDENING FOR APPROXIMATELY 2 MILES (\$24,000,000).





SC 315 WIDENING FROM SC  
170/SC 46 INTERSECTION TO US  
17

4-LANE/5-LANE WIDENING FOR  
APPROXIMATELY 6 MILES  
(\$41,500,000)

US 17 Widening  
(SC 315 to  
SC 170)





**I-95 EXIT 18  
INTERCHANGE WITH  
US 17, BEES CREEK  
ROAD, AND GLOVER  
ROAD**

**IMPROVEMENTS**  
UPGRADED  
INTERCHANGE  
INCLUDED WITH  
SCDOT I-95 PROJECT  
FROM MM 8 TO MM  
21. PROJECT WOULD  
INCLUDE ROAD  
IMPROVEMENTS TO  
US 17, BEES CREEK  
ROAD, AND GLOVER  
ROAD (\$12,000,000).



**I-95 Exit 18 Interchange with US  
17, Bees Creek Road,  
and Glover Road Improvements**



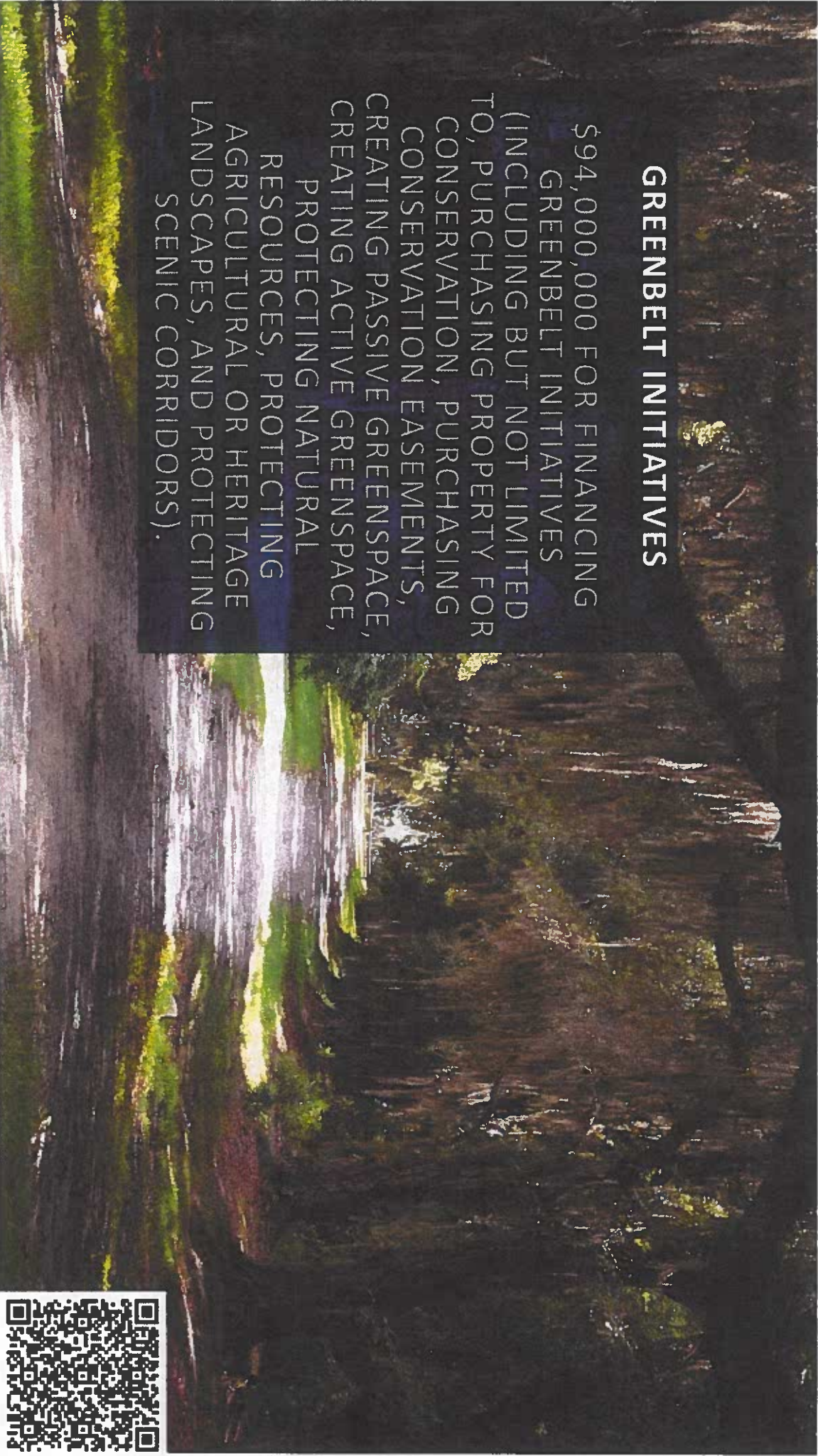


**I-95 EXIT 22 CONNECTOR  
(US 278 TO BEES CREEK  
ROAD)**

**NEW ROAD WITH  
POTENTIAL NEW BRIDGE  
OVER I-95, DEPENDENT  
UPON ALIGNMENT AND  
SCDOT'S IMPROVEMENTS  
FOR EXIT 22 FOR  
APPROXIMATE 3 MILES:  
(\$36,000,000).**







## GREENBELT INITIATIVES

\$94,000 FOR FINANCING  
GREENBELT INITIATIVES  
(INCLUDING BUT NOT LIMITED  
TO, PURCHASING PROPERTY FOR  
CONSERVATION, PURCHASING  
CONSERVATION EASEMENTS,  
CREATING PASSIVE GREENSPACE,  
CREATING ACTIVE GREENSPACE,  
PROTECTING NATURAL  
RESOURCES, PROTECTING  
AGRICULTURAL OR HERITAGE  
LANDSCAPES, AND PROTECTING  
SCENIC CORRIDORS).



**Jasper County, South Carolina**  
**RFQ #2025 - 03**  
**Program Manager – Transportation Sales Tax Program**

**APPENDIX 2- Ordinance #0-2024-16**

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This document Ordinance #**O-2024-16** is certified this 24<sup>th</sup> day of July, 2024 as a true and accurate copy of the records on file with the Clerk of Council's office for Jasper County, South Carolina

Wanda H. Giles

Wanda H. Giles, Clerk to Council

(Seal)



STATE OF SOUTH CAROLINA  
JASPER COUNTY

ORDINANCE #O-2024-16



ORDINANCE OF JASPER COUNTY COUNCIL

AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN JASPER COUNTY PURSUANT TO SECTION 4-37-30 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE THE ESTIMATED COST OF THE PROJECTS FUNDED FROM THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM ON THE IMPOSITION OF THE SALES AND USE TAX AND THE ISSUANCE OF GENERAL OBLIGATION BONDS AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTIONS IN THE REFERENDUM; TO PROVIDE FOR THE CONDUCT OF THE REFERENDUM BY THE BOARD OF VOTER REGISTRATION AND ELECTIONS OF JASPER COUNTY; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF THE TAX, IF APPROVED; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

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

**Section 1. Recitals and Legislative Findings.** As an incident to the enactment of this Ordinance, the County Council of Jasper County, South Carolina (the "County Council") makes the following findings:

(a) The South Carolina General Assembly has enacted Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the "Act"), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the terms of Section 4-37-10 of the Code of Laws of South Carolina 1976, as amended, the South Carolina General Assembly has authorized county government to finance the costs of highways, roads, streets and bridges, greenbelt initiatives, and other transportation related projects either alone or in conjunction with other governmental entities. As a means to furthering the powers granted to the County under the provisions of Section 4-9-30 and Sections 6-21-10, *et. seq* of the Code of Laws of South Carolina 1976, as amended, the County Council is authorized to form a transportation authority or to enter into a partnership, consortium, or other contractual arrangement with one or more other governmental entities pursuant to Title 4,

Chapter 37 of the Code of Laws of the South Carolina 1976, as amended. The County Council has decided to provide funding for highways, roads, streets, bridges, greenbelts, and other transportation related projects without the complexity of a transportation authority or entering into a partnership, consortium, or other contractual arrangements with one or more other governmental entities at this time; provided that nothing herein shall preclude County Council from entering into partnerships, consortiums, or other contractual arrangements in the future. County Council may utilize such provisions in the future as necessary or convenient to promote the public purposes served by funding highways, roads, streets, bridges, greenbelts, and other transportation related facilities as provided in this Ordinance.

(c) The County Council finds that a one percent (1%) sales and use tax should be levied and imposed within Jasper County for the following projects and purposes (including use as the local match for other funds to finance):

- (i) For financing the costs of highways, roads, streets, bridges, and other transportation-related projects and facilities related thereto, including, but not limited to, drainage facilities related to highways, roads, streets, bridges, and other transportation related projects; and
- (ii) For financing the costs of greenbelt initiatives (including, but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors) (collectively with the above-described projects and facilities, the "Projects");

for a period not to exceed 15 years from the date of initial imposition of such tax, to fund the Projects at an estimated capital cost of \$470,000,000 to be funded from the net proceeds of a sales and use tax imposed in Jasper County pursuant to provisions of the Act, subject to approval of the qualified electors of Jasper County in referendum to be held on November 5, 2024. The imposition of the sales and use tax and the use of sales and use tax revenue, if approved in the referendum, shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of sales and use tax revenue established by the Act, the provisions of this Ordinance, and other applicable law. Subject to annual appropriations by County Council, sales and use tax revenues shall be used for the costs of the Projects established in this Ordinance, as it may be amended from time to time, including, without limitation, payment of administrative costs of the Projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the projects. All spending shall be subject to an annual independent audit to be made available to the public, and an advisory committee consisting of the County Council Chairperson, the Mayor of Hardeeville, the Mayor of the Town of Ridgeland and the Chairperson of the Jasper County School District, shall be formed and annually assess the projects proposed for construction, provide a recommendation to County Council for the ranking



of projects, and with the assistance of County staff, prepare a report of the progress on, and the status of each project for presentation to the local government councils. Any of the above listed committee members may designate an elected member of their council or board to serve in their stead.

(d) County Council finds that the imposition of a sales and use tax in Jasper County for the Projects and purposes defined in this Ordinance for a limited time not to exceed 15 (fifteen) years will serve a public purpose, provide funding for highways, roads, streets, bridges, greenbelts, and other transportation related projects, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges, and other transportation related projects, as provided in this Ordinance to facilitate economic development, promote public safety, provide needed infrastructure, promote desirable living conditions, enhance the quality of life in Jasper County, and promote public health and safety in the event of fire, emergency, and other dangers, and prepare the County Council to meet present and future needs of Jasper County and its citizens.

## **Section 2. Approval of Sales and Use Tax Subject to Referendum.**

(a) A sales and use tax (the "Sales and Use Tax"), as authorized by the Act, is hereby imposed in Jasper County, South Carolina, subject to a favorable vote of a majority of the qualified electors voting in a referendum on the imposition of the tax to be held in Jasper County, South Carolina on November 5, 2024.

(b) The Sales and Use Tax shall be imposed for a period not to exceed fifteen (15) years from the date of imposition, ending on April 30, 2040.

(c) The estimated capital cost of the Projects to be funded from the proceeds of the Sales and Use Tax in the aggregate is the sum of \$470,000,000, and the maximum amount of net proceeds to be raised by the tax shall not exceed the greater of either the costs of the Projects or the cost to amortize all debts related to the Projects. The estimated principal amount of authorization of bonds to be issued to pay costs of the Projects and to be paid by all or a portion of the Sales and Use Tax is \$150,000,000. All proceeds of the Sale and Use Tax and any bonds payable therefrom shall be held by the County until County Council has approved the allocation and expenditure of funds for the Projects or portions of Projects as further identified below.

(d) The Sales and Use Tax shall be expended for the costs of the following described Projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to pay costs of such Projects, for the following purposes:

(i) For financing the costs of highways, roads, streets, bridges, other transportation-related facilities and drainage facilities related thereto, and greenbelt initiatives (including, but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors), the following Projects at the estimated capital costs indicated, not to exceed in the aggregate \$470,000,000.00:



### Projects and Estimated Capital Costs

**S-442 (Argent Boulevard) (from US 278 to SC 170):** 4-lane divided or 5-lane widening with multi-use paths on both sides for approximately 3.8 miles and would be coordinated with the SC 170 Widening and Access Management project (\$57,000,000).

**US 278 Corridor Phase 1 (Beaufort County Line to Argent Blvd):** 6-lane road widening for approximate 1 mile (\$15,000,000).

**US 278 Corridor Phase 2 (Argent Blvd to I-95):** 6-lane road widening for approximately 4.75 miles with two bridges (approx. 360 LF and 90 LF) (\$50,000,000).

**SC 46/SC 170/SC 315 Intersection Improvements and Widening:** assume 1 mile widening with intersection improvements at SC 46 and SC 170 to potentially combine into 1 intersection (\$30,000,000).

**US 17/US 321 Intersection Improvement:** skewed intersection in Hardeeville and may contain complicated right of way acquisition, assumes existing bridge over railroad can remain (\$4,000,000).

**US 17 Widening (SC 315 to SC 170):** 4-lane divided widening for approximately 2 miles (\$24,000,000).

**SC 315 Widening from SC 170/SC 46 intersection to US 17:** 4-lane/5-lane widening for approximately 6 miles (\$41,500,000).

**SC 336 Intersection Improvements (Grahamville Rd to SC 336):** potential realignment of SC 336 for approximately 0.3 mile and potential for complicated R/W acquisition: (\$5,000,000).

**I-95 Exit 18 Interchange with US 17, Bees Creek Road, and Glover Road Improvements:** Upgraded interchange included with SCDOT I-95 project from MM 8 to MM 21. Project would include road improvements to US 17, Bees Creek Road, and Glover Road (\$12,000,000).

**I-95 Exit 22 Connector (US 278 to Bees Creek Road):** new road with potential new bridge over I-95, dependent upon alignment and SCDOT's improvements for Exit 22 for approximate 3 miles: (\$36,000,000).

**Glover Road (Bees Creek Road (S-13) to SC 462):** Dirt road and paved road improvement – assume 2 lanes with R/W purchase for future widening (\$26,000,000).

**US 278/SC 652 (Calf Pen Bay Road) Intersection Improvement:** A traditional intersection improvement on US 278 has been installed with left turn lane and right turn onto SC 652, but improvements were not incorporated on SC 652. Turn lanes with improved intersection realignment should be considered or a roundabout should be installed as this could be a key intersection for traffic calming for entrance to Ridgeland: (\$2,000,000).

**SC 462 (SC 170 to Snake Road):** 4-lane divided or 5-lane widening for approximately 3 miles and safety improvements for approximately 5 miles (\$56,000,000).

**US 17/Mackay Point Road Intersection:** Realignment of S-27-37 to eliminate skewed intersection with Mackay Point Road and may involve improved access management on US 17, dependent on coordination with SCDOT, assume 0.6 mile realignment and intersection improvement: (\$5,000,000).

**US 321/SC 336 Intersection Improvement:** skewed intersection in Tillman (\$2,500,000).

**Reconstruction of Levy Road:** (\$10,000,000).

**Greenbelt Initiatives:** \$94,000,000 for financing greenbelt initiatives (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors).

2.4 The Sales and Use Tax shall be expended for financing (including use as the local match for other funds to finance) the costs of highways, roads, streets, bridges, greenbelts, and other transportation-related projects facilities, and drainage facilities related thereto, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such projects.

2.5 If the Sales and Use Tax is approved by a majority of the qualified electors voting in a referendum to be held in Jasper County on November 5, 2024, the tax is to be imposed on the first day of May, 2025, provided the Board of Voter Registration and Elections of Jasper County shall certify the results not later than November 30, 2024, to Jasper County Council and the South Carolina Department of Revenue. Included in the certification must be the maximum cost of the Projects to be funded in whole or in part from the proceeds of the tax, the maximum time specified for the imposition of the tax, and the principal amount of initial authorization of bonds, if any, to be supported by a portion of the tax.

2.6 The Sales and Use Tax, if approved in the referendum conducted on November 5, 2024, shall terminate on the earlier of:

- (1) on April 30, 2040; or
- (2) the end of the calendar month during which the Department of Revenue determines that the tax has raised revenues sufficient to provide the greater of either the costs of the Projects as approved in the referendum or the cost to amortize all debts related to the approved Projects.

2.7 Amounts of Sales and Use Tax collected in excess of the required proceeds must first be applied, if necessary, to complete each Project for which the tax was imposed. Any

additional revenue collected above the specified amount must be applied to the reduction of debt principal of Jasper County on transportation infrastructure debts only.

2.8 The Sales and Use Tax must be administered and collected by the South Carolina Department of Revenue in the same manner that other sales and use taxes are collected. The Department may prescribe amounts that may be added to the sales price because of the tax.

2.9 The Sales and Use Tax is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter 36 of Title 12 of the Code of Laws of South Carolina, and the enforcement provisions of Chapter 54 of Title 12 of the Code of Laws of South Carolina. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36 of Title 12 of the Code of Laws of South Carolina are exempt from the tax imposed by this Ordinance. The gross proceeds of the sale of food lawfully purchased with United States Department of Agriculture Food Stamps are exempt from the tax imposed by this Ordinance. The tax imposed by this Ordinance also applies to tangible property subject to the use tax in Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina.

2.10 Taxpayers required to remit taxes under Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina must identify the county in which the personal property purchased at retail is stored, used, or consumed in this State.

2.11 Utilities are required to report sales in the county in which the consumption of the tangible personal property occurs.

2.12 A taxpayer subject to the tax imposed by §12-36-920 of the Code of Laws of South Carolina 1976, as amended, who owns or manages rental units in more than one county must report separately in his sales tax return the total gross proceeds from business done in each county.

2.13 The gross proceeds of sales of tangible personal property delivered after the imposition date of the Sales and Use Tax, either under the terms of a construction contract executed before the imposition date, or written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the sales and use tax provided in this ordinance if a verified copy of the contract is filed with Department of Revenue within six months after the imposition date of the sales and use tax provided for in this Ordinance.

2.14 Notwithstanding the imposition date of the Sales and Use Tax with respect to services that are billed regularly on a monthly basis, the sales and use tax authorized pursuant to this ordinance is imposed beginning on the first day of the billing period beginning on or after the imposition date.

**Section 3. Remission of Sales and Use Tax; Segregation of Funds; Administration of Funds; Distribution to Counties: Confidentially.**

3.1 The revenues of the Sales and Use Tax collected under this Ordinance must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund

of the State. After deducting the amount of any refunds made and costs to the Department of Revenue of administering the tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues and all interest earned on the revenues on deposit with him quarterly to the Jasper County Treasurer and the revenues and interest earnings must be used only for the purposes stated herein. The State Treasurer may correct misallocations by adjusting later distributions, but these adjustments must be made in the same fiscal year as the misallocation. However, allocations made as a result of city or county code errors must be corrected prospectively.

3.2 The Department of Revenue shall furnish data to the State Treasurer and to the Jasper County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to the County upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers.

**Section 4.     Sales and Use Tax Referendum; Ballot Question.**

4.1 The Board of Voter Registration and Elections of Jasper County shall conduct a referendum on the question of imposing the Sales and Use Tax in the area of Jasper County on Tuesday, November 5, 2024, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina, mutatis mutandis. The Board of Voter Registration and Elections of Jasper County shall publish the date and purpose of the referendum once a week for four consecutive weeks immediately preceding the date of the referendum in a newspaper of general circulation in Jasper County, and shall publish such additional election and other notices as are required by law.

4.2 The referendum question to be on the ballot of the referendum to be held in Jasper County on November 5, 2024, must read substantially as follows:

## JASPER COUNTY SPECIAL SALES AND USE TAX

### QUESTION 1

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Jasper County for not more than fifteen (15) years to fund the following projects:

Projects:      Project (1) Using eighty percent (80%) of the referenced tax financing the costs of highways, roads, streets, bridges, and other transportation-related projects, including drainage facilities related thereto: \$376,000,000.

Project (2) Using twenty percent (20%) of the referenced tax for financing the costs of greenbelt projects (including but not limited to, purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors): \$94,000,000.

YES      \_\_\_\_\_

NO      \_\_\_\_\_

Instructions to Voters:      All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote "YES;" and

All qualified electors opposed to levying the special sales and use tax shall vote "NO."

### QUESTION 2

I approve the issuance of not exceeding \$150,000,000 of general obligation bonds of Jasper County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed 15 years, to fund any of the projects from among the categories described in Question 1 above.

YES      \_\_\_\_\_

NO      \_\_\_\_\_

Instructions to Voters:      All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote "YES;" and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote "NO."

4.3      In the referendum on the imposition of a special sales and use tax in Jasper County, all qualified electors desiring to vote in favor of imposing the tax for the stated purposes shall vote "yes" and all qualified electors opposed to levying the tax shall vote "no". If a majority of the

electors voting in the referendum shall vote in favor of imposing the tax, then the tax is imposed as provided in the Act and this Ordinance. Expenses of the referendum must be paid by Jasper County government.

4.4 In the referendum on the issuance of bonds, all qualified electors desiring to vote in favor of the issuance of bonds for the stated purpose shall vote "yes" and all qualified electors opposed to the issuance of bonds shall vote "no". If a majority of the electors voting in the referendum shall vote in favor of the issuance of bonds, then the issuance of bonds shall be authorized in accordance with S.C. Constitution Article X, Section 14, Paragraph (6). Expenses of the referendum must be paid by Jasper County government.

**Section 5. Imposition of Tax Subject to Referendum.**

The imposition of the Sales and Use Tax in Jasper County is subject in all respects to the favorable vote of a majority of qualified electors casting votes in a referendum on the question of imposing a sales and use tax in the area of Jasper County in a referendum to be conducted by the Board of Voter Registration and Elections of Jasper County on November 5, 2024, and the favorable vote of a majority of the qualified electors voting in such referendum shall be a condition precedent to the imposition of a sales and use tax pursuant to the provisions of this Ordinance.

**Section 6. Miscellaneous.**

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever; provided, however, that the Sales and Use Tax may not be imposed without the favorable results of the referendum to be held on November 5, 2024.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina, and all suits and actions arising out of or with respect to this Ordinance shall be instituted only in a court of competent jurisdiction in the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

(d) This Ordinance shall take effect immediately upon approval following third reading.

(e) All previous ordinances regarding the same subject matter as this Ordinance are hereby repealed.

ENACTED THIS 24<sup>th</sup> DAY OF July, 2024.

(SEAL)



JASPER COUNTY COUNCIL

L. Martin Sauls, IV  
L. Martin Sauls, IV, Chairman

Wanda H. Giles  
Wanda H. Giles, Clerk of Council

|                                 |               |
|---------------------------------|---------------|
| First Reading:                  | May 6, 2024   |
| Second Reading:                 | July 15, 2024 |
| Public Reading:                 | June 24, 2024 |
| Continuation of Public Hearing: | July 15, 2024 |
| Third Reading:                  | July 24, 2024 |

Reviewed for form and draftmanship by the Jasper County Attorney.

David L. Tedder      Date: July 24, 2024

# EXHIBIT B-2



April 30, 2025

Jasper County Selection Committee  
Kimberly Burgess, Procurement Officer  
358 Third Avenue, Suite 304  
Ridgeland, SC 29936

## Infrastructure Consulting & Engineering RFQ - Statement of Qualifications as Submitted on 4/30/25

**Re: RFQ #2025-03 | Program Manager – Transportation Sales Tax Program**

*Dear Members of the Selection Committee,*

At **Infrastructure Consulting & Engineering, LLC (ICE)**, we understand what it takes to deliver a program of this size, complexity, and importance. The voter-approved Transportation Sales Tax Program represents a major investment in Jasper County's future and requires a program manager with experience, structure, and local presence and understanding to make it successful. ICE is proud to submit our Statement of Qualifications (SOQ) to serve that role.

Over the past decade, ICE has successfully managed **voter-approved transportation programs across South Carolina**, including Berkeley, Charleston, and Lancaster Counties. We understand how to coordinate with SCDOT, build and maintain public trust, and keep dozens of projects moving forward while aligned under one cohesive plan. We know the pitfalls to avoid, the steps to streamline, and the tools required to deliver transparent, efficient progress to your council and voters.

Leading our efforts for Jasper County will be **Jeff Buckalew, PE, a highly experienced program manager with over 35 years in civil engineering, including 15 years serving as the Town Engineer for Hilton Head Island**. During his tenure, Jeff oversaw hundreds of infrastructure projects, managed capital improvement programs, and coordinated closely with municipal leadership, SCDOT, and the public. His background combines hands-on technical expertise with strategic program oversight — skills essential to guiding a multi-year transportation sales tax program. Jeff's leadership ensures that Jasper County will have a program manager who understands the challenges of local government infrastructure delivery and is committed to serving as a trusted extension of County staff.

With multiple road widenings, safety improvements, key intersection upgrades, and phased construction across several years, ICE understands this program demands **discipline, communication, and a close working partnership with County staff**. These are exactly the types of projects ICE has built its reputation on.

While this may be ICE's first proposal to serve Jasper County, we've already supported Construction Engineering & Inspection (CEI) services in the region and **are preparing to open an office in Jasper County to support our growing work in the area**.

Most recently, SCDOT selected ICE to lead the Construction Management and Inspection for its largest-ever bid-build project: the I-95 widening from MM 0 to MM 8, including replacement of the bridges over the Savannah River and two interchanges. In addition, the City of Hardeeville has recently selected ICE for on-call civil engineering services. This continued trust underscores our proven ability to manage high-profile, mission-critical work and deliver results.



### As Program Manager, ICE will provide Jasper County with:

- ▶ **Transparent Oversight:** Establishing a tailored Program Management Plan, with real-time tracking and clear communication from kick off through completion.
- ▶ **Schedule Discipline:** Coordinating all phases—planning, permitting, right-of-way, design, and construction—to stay ahead of delays and keep projects moving forward.
- ▶ **Budget Control:** Aligning cost and timelines through careful forecasting, risk management, and funding strategy support.
- ▶ **Stakeholder Engagement:** Supporting the County’s public outreach efforts and working closely with SCDOT, municipalities, and the community to ensure consistent coordination.
- ▶ **Technical and Regulatory Expertise:** Applying SCDOT LPA standards, procurement compliance, and construction management insight to deliver each project smoothly and compliantly.

ICE brings a full-service, in-house team across planning, engineering, environmental services, and construction management – ready to serve as an extension of County staff. We’ve led similar programs from start to finish and understand the day-to-day accountability, documentation, and problem-solving it takes to keep a long-term program on track.

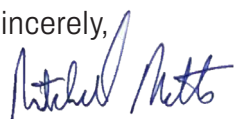
We understand the significance and trust placed in this program by Jasper County residents. ICE is prepared to honor that trust by delivering a **clear, disciplined, and results-driven approach** that benefits the entire community.

### WHY ICE?

- ▶ **Local Insight, Regional Strength:** With South Carolina-based leadership and an upcoming office in Jasper County, as well as offices in Bluffton and Beaufort, ICE offers both responsiveness and depth. The ICE headquarters is located in West Columbia, a short drive from SCDOT headquarters.
- ▶ **Proven Program Management:** We’ve led successful sales tax programs and understand how to manage large capital efforts across multiple agencies.
- ▶ **Transparent, Trusted Results:** We know how to maintain voter confidence by ensuring accountability, clear communication, and project updates from day one.

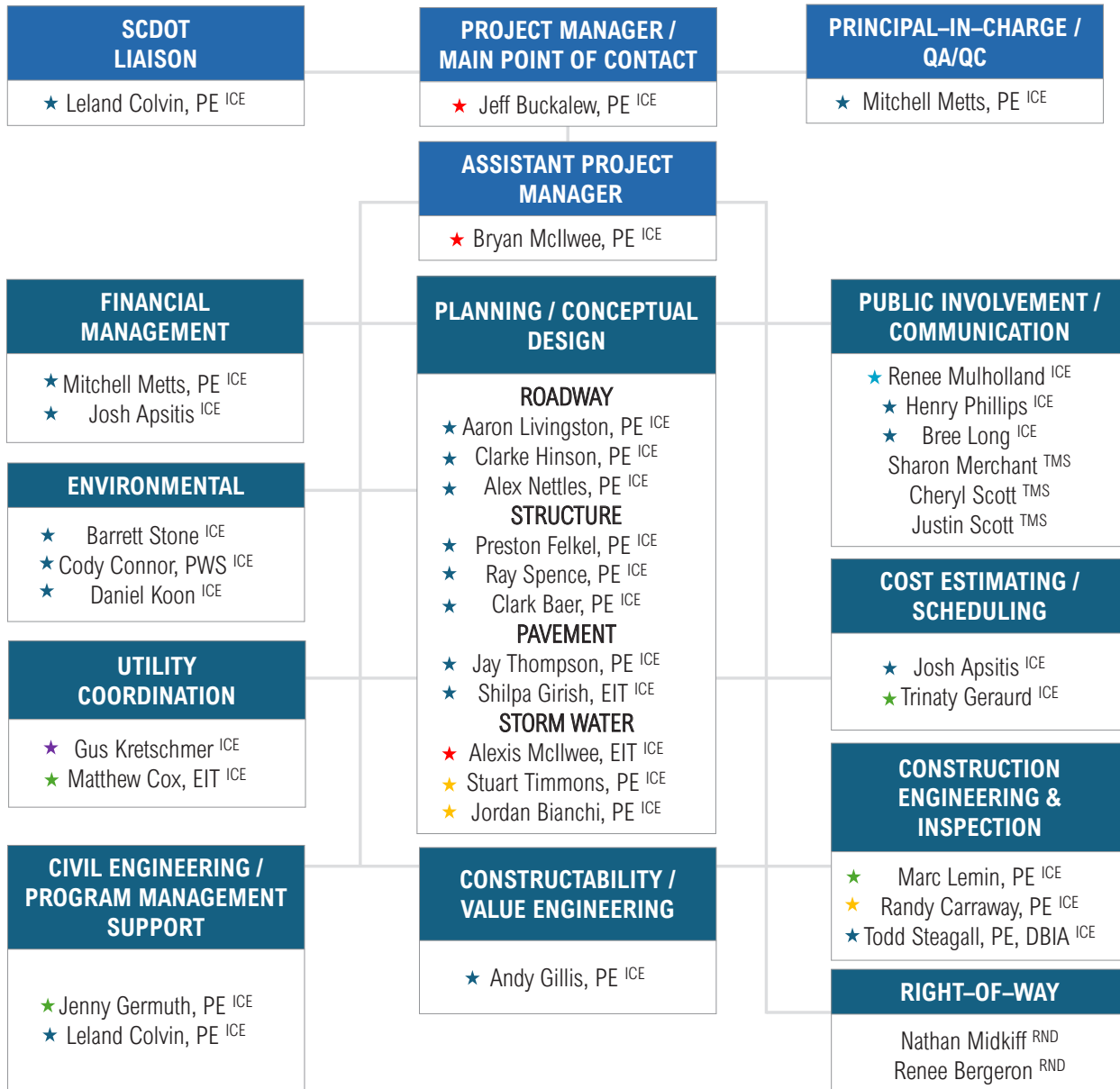
We welcome the opportunity to support Jasper County in delivering this generational investment – and would be honored to serve as your Program Manager. Please do not hesitate to contact myself or Jeff Buckalew, PE, at [jeff.buckalew@ice-eng.com](mailto:jeff.buckalew@ice-eng.com) or 843-485-3560 with any questions.

Sincerely,



Mitchell Metts, PE | Principal-in-Charge  
[mitchell.metts@ice-eng.com](mailto:mitchell.metts@ice-eng.com) | 804-726-6754  
Infrastructure Consulting & Engineering, LLC

# Project Team ORGANIZATIONAL CHART



| LEGEND                                                                                                                       |                                                                               |                                        |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------|
| Firm                                                                                                                         | Locations                                                                     |                                        |
| ICE - Infrastructure Consulting & Engineering, LLC<br>TMS – The Merchant Strategy, Inc. (DBE)<br>RND – RND Consultants (DBE) | ★ Bluffton, SC<br>★ Greenville, SC<br>★ West Columbia, SC<br>★ Charleston, SC | ★ N. Charleston, SC<br>★ Charlotte, SC |

## Professional RESUMES



*Jeff Buckalew, PE*

### **PROJECT MANAGER | MAIN POINT OF CONTACT**

Bluffton, SC | 36 years of infrastructure leadership | 2 years with ICE

jeff.buckalew@ice-eng.com | 843-485-3560

PE: South Carolina #20448

BS, Civil Engineering – WVU Institute of Technology

### **ROLE ON THE JASPER COUNTY PROGRAM**

As the Project Manager, Jeff will serve as the day-to-day lead and the main point of contact for Jasper County—responsible for overseeing the entire Jasper County Sales Tax Program and coordinating all technical, financial, and stakeholder aspects. He will guide the creation of the Program Management Plan (PMP), lead coordination with SCDOT and utility providers, and work closely with County departments, consultants, and the public to keep all projects on schedule and within scope.

Jeff brings decades of relevant experience dealing with public projects and elected officials, managing multi-disciplinary infrastructure programs/projects, and will ensure that Jasper County's priorities – transparency, timely delivery, and meaningful community input – remain front and center.

### **AREAS OF EXPERTISE**

- ▶ Program & Capital Project Management
- ▶ Roadway & Multimodal Corridor Improvements
- ▶ Stakeholders Engagement & Public Communication
- ▶ ADA Compliance, Streetscaping, & Resiliency Design
- ▶ Right-of-Way, Utility, & Environmental Coordination
- ▶ Construction Oversight & Budget Management

### **RELEVANT PROJECT EXPERIENCE**

#### **Main Street Resiliency & Streetscape – Town of Summerville, SC:**

Project Manager for corridor design and construction involving road diet, utility relocation, drainage upgrades, offset pathways, lighting, and wayfinding. Leads concept development, permitting, and contractor coordination.

**ADA Compliance Sidewalks – Town of Bluffton, SC:** Managed planning, design, permitting, and construction for pedestrian safety and ADA upgrades at 30 locations. Demonstrated his detailed approach to safety, compliance, and municipal coordination.

**Mitchelville Dirt Road Paving – Hilton Head Island, SC:** Oversaw conversion of a dirt road to a pervious asphalt surface with an offset multi-use pathway and green infrastructure features. Led design and permitting in a residential context with environmental considerations.

**US 278 Multimodal Improvements – Shelter Cove Area – Hilton Head Island, SC:** Managed safety upgrades for motorists, bicyclists, and pedestrians. Integrated traffic calming, pervious pathways, and signal upgrades while minimizing utility impacts and preserving heritage trees.

**Coligny Area Road & Drainage Improvements – Hilton Head Island, SC:** Oversaw design and construction on a SCDOT–Town partnership corridor. Managed stakeholder engagement, utility coordination, permitting, ROW acquisition, and construction.



*Mitchell Metts, PE*

**PRINCIPAL-IN-CHARGE | QA / QC**

West Columbia, SC | 34 years of experience | 10 years with ICE

mitchell.metts@ice-eng.com | 803-726-6754

PE: South Carolina #17637

BS, Civil Engineering – Clemson University

### **ROLE ON THE JASPER COUNTY PROGRAM**

As Principal-in-Charge and QA/QC, Mitchell will provide high-level program leadership and quality assurance for the Jasper County Transportation Sales Tax Program. Mitchell brings more than 30 years of experience managing large-scale transportation programs and previously served as SCDOT's Director of Preconstruction, overseeing more than \$500 million in project delivery annually. His role on this program includes overseeing quality control processes, financial oversight, and coordination with Jasper County leadership to ensure fiscal discipline and technical excellence across all projects.

### **AREAS OF EXPERTISE**

- ▶ Program Management & Strategic Oversight
- ▶ Financial Management & Cost Control
- ▶ QA/QC Review & Design Coordination
- ▶ LPA & SCDOT Permitting Strategy
- ▶ Public Involvement & Agency Coordination
- ▶ Multimodal & Corridor Program Delivery

### **RELEVANT PROJECT EXPERIENCE**

**Berkeley County Transportation Sales Tax Program – Berkeley County, SC:** Provides financial, programmatic, and QA/QC oversight across major corridor projects, local paving, intersection upgrades, and CEI activities under a multi-phase sales tax-funded program.

**US 17 / Main Road Interchange & Widening – Charleston County, SC:** Leads coordination between Charleston County, SCDOT, and federal agencies to deliver complex improvements including a grade-separated interchange, bridge replacement, and multi-use path development.

**Clements Ferry Road Widening – Phase II – Berkeley County, SC:** Oversaw design reviews, permitting, funding eligibility, and interagency coordination for this 4.5-mile capacity project, including cash flow modeling and bridge construction.

**Bridgeway Station Pedestrian Bridge – Greenville County, SC:** Served as liaison to SCDOT and project developer during the design of a new pedestrian span over I-385, coordinating design exceptions and agency approvals.

**Mary Ann Point Road / Main Road Safety Audit – Charleston County, SC:** Directed a Road Safety Audit and stakeholder engagement process for a historically high-crash intersection; provided improvement recommendations.



*Leland Colvin, PE*

**SCDOT LIAISON | PROJECT MANAGEMENT SUPPORT**

West Columbia, SC | 30 years of experience | 2 years with ICE

leland.colvin@ice-eng.com | 803-429-3352

PE: South Carolina #20218, DBIA Professional, Certified Public Manager

BS, Civil Engineering – University of South Carolina

**ROLE ON THE JASPER COUNTY PROGRAM**

Leland serves as ICE's SCDOT Liaison and senior advisor for project management and civil engineering support. With 28 years of leadership experience at SCDOT — including roles as **Deputy Secretary for Engineering, Chief Engineer for Project Delivery, Director of Construction** and **Program Manager for the Charleston Region** — Leland brings unmatched insight into SCDOT's permitting, regulatory compliance, design criteria, and statewide transportation priorities. On this program, he will assist in navigating agency approvals, troubleshooting bottlenecks, and aligning local projects with state and federal requirements. He serves as a key resource for ensuring project delivery stays on schedule and fully compliant.

**AREAS OF EXPERTISE**

- ▶ SCDOT Standards, Compliance & QA/QC
- ▶ Statewide Transportation Program Oversight
- ▶ Program/Project Oversight
- ▶ Multi-Agency Project Delivery
- ▶ Civil Engineering & Interstate Corridor Design
- ▶ Strategic Planning & Stakeholder Engagement
- ▶ Utility & ROW Coordination

**RELEVANT PROJECT EXPERIENCE**

**SCDOT 10-Year Transportation Plan – Statewide, SC:** Oversaw the implementation of SCDOT's 10-Year Plan initiative associated with the passage of the 2017 Roads Bill. This included the design, environmental/permitting, right-of-way, and construction. The four components of the 10-Year Plan included Resurfacing, Bridges, Rural Road Safety Program, and Interstate Program. Under his leadership, the construction program at SCDOT grew from \$1 Billion to \$5.5 Billion meeting the initial 10-year plan targets set by the SCDOT Commission.

**I-77 / SC 160 Interchange – York County, SC:** Led design oversight for this innovative offset-direction interchange — the first of its kind in South Carolina — reducing left-turn conflicts and congestion. The project widened one mile of SC 160 to enhance access from US 21 to Pleasant Road.

**US 17 Widening – I-526 to SC 517 – Charleston County, SC:** Oversaw design, ROW acquisition, and permitting for a 2.5-mile corridor widening. Led stakeholder engagement to address complex impacts to historical sites, churches, and businesses.

**I-26 / Ashley Phosphate Interchange & Widening – Charleston County, SC:** Managed environmental permitting, design coordination, and ROW strategy for a 5.5-mile corridor widening and major interchange reconstruction including railroad coordination.

**I-520 / Palmetto Parkway Phase II – Aiken County, SC:** Directed all aspects of construction for a 5.5-mile new interstate corridor with five interchanges, a terminal connection to I-20, and a separated multi-use path.





*Bryan McIlwee, PE*

**ASSISTANT PROJECT MANAGER**

Bluffton, SC | 24 years of experience | 1 year with ICE

bryan.mcilwee@ice-eng.com | 854-529-9446

PE: South Carolina #26457

BS, Civil and Environmental Engineering – Virginia Tech

**ROLE ON THE JASPER COUNTY PROGRAM**

As Assistant Project Manager, Bryan will support the day-to-day coordination, technical oversight, and stakeholder engagement across all phases of the Transportation Sales Tax Program. Working closely with Project Manager Jeff, Bryan will help manage the schedule, integrate public feedback into early project planning, and oversee coordination among subconsultants, design teams, and permitting agencies.

With a strong background in both municipal engineering and capital project delivery, Bryan offers deep insight into the unique needs of South Carolina's coastal communities — particularly when it comes to streetscaping, stormwater infrastructure, and context-sensitive roadway improvements.

**AREAS OF EXPERTISE**

- ▶ Civil Engineering & Design
- ▶ Project Management for Local Government
- ▶ Coastal Drainage & Resiliency
- ▶ Multi-use Pathways & Streetscapes
- ▶ Stormwater Permitting (SCDHEC, SCDOT, County)
- ▶ Hydrology & Hydraulic Modeling (XP\_SWMM)

**RELEVANT PROJECT EXPERIENCE**

**Dr. Mellichamp Drive Streetscape & Drainage Improvements – Bluffton, SC:** Led design, permitting, and construction oversight for a revitalized commercial corridor featuring pervious parking, stormwater upgrades, pedestrian enhancements, lighting, and landscaping.

**May River Road Streetscape Improvements – Bluffton, SC:** Managed full delivery of this gateway corridor improvement. The project added pervious parking, new sidewalks, drainage infrastructure, and enhanced streetscaping along a high-visibility route.

**Bridge Street Streetscape Improvements – Bluffton, SC:** Oversaw design of streetscape improvements to a major collector, including parking, pedestrian access, storm drainage, and aesthetic elements.

**Myrtle & Hickory Lane Road & Drainage Improvements – Hilton Head Island, SC:** Managed conversion of private beach roads to public infrastructure with new pavement sections, storm drainage systems, and ROW coordination.

**Gardner Drive Pathway & Drainage – Hilton Head Island, SC:** Designed a multi-use pathway with stormwater improvements, permitting coordination, and a timber bridge connector for school and community access.

**Stormwater Inventory & Modeling – Hilton Head Island, SC:** Managed hydrologic and hydraulic modeling and GIS-based inventory efforts from 2008 to 2016 as part of the Town's stormwater management program.

**Lafayette Major Drainageway Plan Study – Lafayette, CO:** As Project Manager, led a flood hazard and stormwater resiliency study across a 5.65-square-mile area to develop alternatives and enhance safety, water quality, and community aesthetics.



*Alexis McIlwee, EIT*

**WATER RESOURCE ENGINEER / PROJECT MANAGEMENT SUPPORT**

Bluffton, SC | 9 years of experience | 1 year with ICE

alexis.mcilwee@ice-eng.com | 854-529-9434

EIT: South Carolina #22318

BS, Environmental Engineering – Michigan Technological University

**ROLE ON THE JASPER COUNTY PROGRAM**

Alexis supports the Jasper County Transportation Sales Tax Program as a Water Resource Engineer focused on stormwater management and local project coordination. With nearly a decade of multidisciplinary experience in stormwater modeling, drainage infrastructure design, urban planning, and municipal project delivery, she offers strong technical and planning support during the scoping, pre-design, and permitting stages. Alexis's experience with government agencies—including project management roles at the Town of Hilton Head Island—enhances the team's ability to respond to complex site constraints and regulatory expectations.

**AREAS OF EXPERTISE**

- ▶ Stormwater Modeling & Drainage Design
- ▶ Urban & Spatial Planning
- ▶ Civil Site Design & Infrastructure Upgrades
- ▶ GIS / Data Management
- ▶ Stormwater Permitting & FEMA Coordination
- ▶ Stakeholder Engagement & Multi-Agency Review

**RELEVANT PROJECT EXPERIENCE**

**Stormwater Inventory & SWMM Modeling – Hilton Head Island, SC:** Led hydrologic and hydraulic modeling for over 1,300 acres in the Palmetto Hall/ Mitchelville area. Managed project from procurement through implementation, incorporating tidal influences, hurricane drainage strategies, and system performance evaluations.

**Cordillo Courts Drainage Improvements – Hilton Head Island, SC:** Analyzed and designed drainage system upgrades for a flood-prone condominium community, including detention basin regrading and new conveyance infrastructure.

**Cobia Court & Wildhorse Court Drainage Upgrades – Hilton Head Island, SC:** Redesigned stormwater systems to resolve localized flooding, improve outfall culvert capacity, and restore channel flow capacity through residential corridors.

**Bellevue Avenue & Clarkson Street Drainage – Greenwood Village, CO:** Designed storm sewer rehabilitation and in-situ lining for urban infrastructure. Coordinated construction staging, street closures, and utility adjustments.

**Goldsmith Gulch Drainage Stabilization – Greenwood Village, CO:** Managed floodplain channel stabilization involving boulder edging and erosion control at a utility conflict site, in partnership with the Mile High Floodplain District.

**16th Street Pedestrian Mall Drainage Improvements – Denver, CO:** Proposed urban drainage improvements for high-traffic corridor using 2D modeling. Designed water quality treatment devices integrated with pedestrian facilities.



## *Jenny Germuth, PE*

### **TRANSPORTATION ENGINEER / PROJECT MANAGEMENT SUPPORT**

Charleston, SC | 12 years of experience | 5 years with ICE

jenny.germuth@ice-eng.com | 843-576-3946

PE: South Carolina #32444

BS, Civil Engineering – Clemson University

### **ROLE ON THE JASPER COUNTY PROGRAM**

Jenny will support the Jasper County Transportation Sales Tax Program as a Transportation Engineer, bringing deep experience in roadway design, project coordination, and civil site development. As a proven team leader across sales tax-funded programs, Jenny will assist in scope development, utility coordination, design review, stakeholder outreach, and documentation. Her proactive project management style and deep technical knowledge will help ensure consistency, cost-efficiency, and smooth transitions from planning through permitting.

### **AREAS OF EXPERTISE**

- ▶ Roadway & Civil Site Design
- ▶ Transportation Sales Tax Program Support
- ▶ Utility Coordination & Railroad Interface
- ▶ Permitting (SCDOT, NEPA, Local Agencies)
- ▶ Construction Documentation & QA/QC
- ▶ Multidisciplinary Project Management

### **RELEVANT PROJECT EXPERIENCE**

**Berkeley County Sales Tax Program Management – Berkeley County, SC:** Managed projects within the county's sales tax program including Henry E. Brown Jr. Boulevard Phase 2, Foster Creek at Tanner Ford, and various Dirt-to-Pave projects. Oversaw financial tracking, stakeholder engagement, utility and railroad coordination, and standardized design processes for consistent program delivery.

**Henry Brown Boulevard Widening Phase 2 – Berkeley County, SC:** Led preliminary design, permitting, ROW plans, and multi-agency coordination for this corridor expansion project. Designed multi-use paths, medians, and a signalized intersection near an active rail line.

**Main Road Widening Segment C (Bohicket Road) – Charleston County, SC:** Provided planning, alternative analysis, and preliminary design for this NEPA-aligned roadway widening, preparing to serve as Lead Roadway Engineer in later phases.

**Carolina Crossroads Phase 1 – Richland County, SC:** Coordinated railroad approvals, encroachment permits, and utility adjustments for this high-profile interstate interchange and widening project.

**US 17 at Main Road Interchange & Widening – Charleston County, SC:** Supports EIS process, ROW design, and engineering plans for a \$195M improvement project that includes flood mitigation, shared-use path design, and SCDOT coordination.

**England Road Dirt-to-Pave – Berkeley County, SC:** Oversaw design, permitting, and construction documentation for rural roadway paving under the sales tax program.





*Marc Lemin, PE*

**CEI OVERSIGHT – FIELD MANAGEMENT, DAILY CONSTRUCTION ADMINISTRATION**

Charleston, SC | 30 years of experience | 18 years with ICE

marc.lemin@ice-eng.com | 843-576-6672

PE: South Carolina #27012

BS, Civil Engineering – Virginia Tech

**ROLE ON THE JASPER COUNTY PROGRAM**

As CEI Oversight, Marc will oversee day-to-day construction administration and inspection operations throughout the Jasper County Transportation Sales Tax Program. He will manage on-site field teams, coordinate with contractors and County departments, lead pre-construction meetings, and maintain QA/QC documentation. Marc's responsibilities also include overseeing job-site materials testing, tracking contractor compliance with technical specifications, and ensuring adherence to safety and environmental requirements. With over 30 years of field experience, Marc brings a seasoned, boots-on-the-ground perspective to ensure construction runs smoothly, transparently, and in alignment with the County's expectations for quality and accountability.

**AREAS OF EXPERTISE**

- ▶ CEI Program Management & Field Oversight
- ▶ Utility Coordination & Field Engineering
- ▶ SCDOT Inspection Standards & Materials Testing
- ▶ Roadway, Intersection, & Drainage Improvements
- ▶ Submittal Oversight, RFIs, & Construction Documentation
- ▶ On-site Dispute Resolution & Stakeholder Coordination

**RELEVANT PROJECT EXPERIENCE**

**SCDOT CE&I On-Call Services – District 6, SC:** CEI Manager overseeing inspection scheduling, issue resolution, and documentation across multiple projects in Jasper, Beaufort, and surrounding counties.

**SC 170 Widening – Beaufort County, SC:** Project Manager for \$15M widening effort funded through local sales tax. Led CEI efforts, managed contractor activities, and coordinated environmental protections for wetland crossings.

**I-95 Business Loop Streetscape – Colleton County, SC:** Served as CEI Project Manager for 4.45 miles of corridor improvements including resurfacing, sidewalk installation, and drainage work. Collaborated closely with County staff during construction.

**Boundary Street Redevelopment – Beaufort County, SC:** Project Principal for this \$18M downtown revitalization project. Oversaw constructability reviews, utility relocation coordination, and transition to undergrounding of utilities.

**Orangeburg Road Roundabout – Dorchester County, SC:** Project Manager for intersection conversion and safety improvements. Led submittal and RFI review, field inspections, and stakeholder coordination.



## *Randy Carraway, PE*

### **CONSTRUCTION ADMINISTRATION ENGINEER**

Greenville, SC | 36 years of experience | 12 years with ICE

randy.carraway@ice-eng.com | 803-227-4056

PE: South Carolina #19586

BS, Civil Engineering – North Carolina State University

#### **ROLE ON THE JASPER COUNTY PROGRAM**

As a senior member of ICE's Construction Administration team, Randy brings over three decades of experience in bridge, roadway, and large-scale infrastructure construction. He will support construction oversight, quality assurance, and field engineering across the County's sales tax program. With a career that spans design, CEI, and materials management, Randy offers rare insight into constructability, plan compliance, and contractor coordination on complex, multi-phase projects.

Randy will serve as an embedded resource during preconstruction reviews and be on-site to support resolution of design conflicts, submittals, and construction documentation—ensuring County expectations are met from groundbreaking through final acceptance.

#### **AREAS OF EXPERTISE**

- ▶ Construction Engineering & Inspection (CEI)
- ▶ Interstate & Bridge Program Delivery
- ▶ SCDOT & FHWA Construction Compliance
- ▶ Design-Build Program Coordination
- ▶ Utility Relocation, Plan Reviews & Site Audits
- ▶ Materials Testing & Documentation Standards

#### **RELEVANT PROJECT EXPERIENCE**

**I-85 over Rocky Creek Bridge Replacement – Greenville, SC:** Project Manager for multi-stage bridge replacement involving box culvert removal, new elevated lanes, and coordination with FHWA, SCDOT, and inspectors.

**I-85/I-385 Gateway Interchange Improvements – Greenville, SC:** Deputy Resident Engineer and Materials Manager on this \$231M design-build interchange project. Oversaw all sampling, material certifications, SCDOT coordination, and compliance tracking across ten bridge structures and multiple roadways.

**Palmetto Parkway Phase II – North Augusta, SC:** Project Manager for this 6.5-mile interstate extension completing the I-520 loop. Led a 16-person CEI team managing 16 bridges, 7 culverts, and over 6 million CY of earthwork.

**SC 35 – 12th Street Extension – Cayce, SC:** Construction Engineer on a major bridge and roadway project. Responsibilities included daily documentation, utility coordination, compliance audits, and contractor pay estimates.

**MoDOT Safe and Sound Bridge Replacement Program – Missouri (Statewide):** Construction Engineer for one of the largest bridge replacement programs in the U.S. Oversaw documentation and coordination for over 370 bridge projects with a 45-day average build time.



*Todd Steagall, PE*

**CEI PROGRAM MANAGEMENT–COMPLIANCE STRATEGY,  
CONSTRUCTION CONTROLS**

West Columbia, SC | 35 years of experience | 6 years with ICE

todd.steagall@ice-eng.com | 803-227-4056

PE: South Carolina #17651

BS, Civil Engineering – Clemson University

**ROLE ON THE JASPER COUNTY PROGRAM**

Serving as CEI Program Manager, Todd will lead strategic oversight and program-wide coordination across all active construction packages. He will guide compliance with SCDOT standards, federal regulations, and QA/QC procedures while supporting field staff with escalation needs and providing expert input on permitting or materials-related decisions. Todd will also oversee construction documentation, pay application verification, and change order negotiation to ensure fair pricing and responsible cost control. With a statewide background managing SCDOT's \$3B construction program, Todd brings the experience and systems needed to ensure the County's CEI efforts are cohesive, consistent, and fully compliant from the field to final acceptance.

**AREAS OF EXPERTISE**

- ▶ CEI Program Management & Inspection Oversight
- ▶ Statewide Construction Program Administration
- ▶ QA/QC Compliance & Materials Documentation
- ▶ SCDOT/FHWA Specifications & Change Management
- ▶ Stakeholder Coordination & Dispute Resolution

**RELEVANT PROJECT EXPERIENCE**

**Mossy Oaks Drainage Project – City of Beaufort:** Construction Manager on this multi-jurisdictional watershed improvement. Leads CEI, pay application review, and construction documentation.

**Town of Hilton Head Island IDC:** Provides full CEI oversight across several capital improvement projects.

**Gadsden Loop Sidewalk Project – Colleton County, SC:** Managed CEI services for a CDBG-funded pedestrian safety project. Oversaw utility relocation, contractor coordination, and pay applications.

**Port Access Road – Charleston, SC:** Directed CEI and construction coordination for this \$220M design-build project connecting I-26 to the SC Ports Authority terminal.

**I-26 Widening & Bridge Replacements – Lexington/Calhoun Counties, SC:** Oversaw delivery of 20 miles of widening and bridge replacements. Handled QA/QC, contractor coordination, and conflict resolution.

**Arthur Ravenel Jr. Bridge (Cooper River):** Served as Quality Management Engineer, overseeing inspections and documentation on one of South Carolina's largest bridge projects.



## *Barrett Stone*

### **ENVIRONMENTAL MANAGER**

West Columbia, SC | 27 years of experience | 9 years with ICE  
 barrett.stone@ice-eng.com | 803-746-7147  
 MS, Environmental Health – University of South Carolina  
 BS, Wildlife Biology – Clemson University

### **ROLE ON THE JASPER COUNTY PROGRAM**

As Environmental Manager, Barrett will lead all environmental tasks for the program—ensuring compliance with NEPA, Section 404/401 permitting, and environmental documentation required to support federally and locally funded infrastructure projects. Barrett will coordinate early scoping, environmental screening, stakeholder engagement, and agency coordination to keep projects on track, especially those impacting wetlands, protected species habitats, and sensitive coastal zones. With nearly three decades of experience across South Carolina and the Southeast, Barrett is uniquely positioned to help Jasper County balance growth and conservation. His oversight will reduce risk, streamline permitting, and ensure that Jasper County's Greenbelt and infrastructure priorities are planned with resilience and responsibility.

### **AREAS OF EXPERTISE**

- ▶ NEPA Documentation & Environmental Compliance
- ▶ Section 404/401 Permitting & Wetland Delineations
- ▶ Environmental Justice & Public Involvement
- ▶ Threatened & Endangered Species Coordination
- ▶ Construction Phase Environmental Oversight
- ▶ DOT & FAA Environmental Assessments

### **RELEVANT PROJECT EXPERIENCE**

**I-26 Widening, MM 172–187 – Dorchester & Berkeley Counties, SC (SCDOT):** Serves as Environmental Manager for NEPA compliance and Section 404 permitting. Oversees wetland delineations, document prep, and agency coordination on this major interstate widening and bridge replacement effort.

**Carolina Crossroads Phases 1 & 2 – Richland & Lexington Counties, SC (SCDOT):** Leads NEPA reevaluation, permitting strategy, and construction-phase compliance support for this \$1.7B interchange modernization. Coordinates all environmental documentation and supports public outreach efforts.

**Pathways Project – Beaufort County, SC:** Environmental Manager overseeing documentation and permitting for more than 16 miles of pedestrian pathways. Supported project visioning aligned with the County's long-term mobility and environmental goals.

**Fred Nash Boulevard Widening & Extension – Horry County, SC:** Environmental Manager providing NEPA documentation and 404/401 permitting to support widening and access to a proposed economic development corridor.

**I-85 Widening & Bridge Replacements (GDOT) – Jackson County, GA:** Led all environmental tasks on a 6.5-mile corridor improvement including major bridge construction. Responsible for NEPA documentation and agency engagement.

**US17 & Main Road Interchange EIS – Charleston County, SC:** Environmental Permitting Lead responsible for wetland and critical area permitting for major interchange and flood-mitigation upgrades. Supported public engagement and alignment alternatives.



*Gus Kretschmer*  
**UTILITY COORDINATION LEAD**

Charlotte, NC | 34 years of experience | 12 years with ICE  
gus.kretschmer@ice-eng.com | 704-247-1754  
Legal Aspects of Easements – IRWA Certification  
BS, Parks, Recreation and Business – Appalachian State University

**ROLE ON THE JASPER COUNTY PROGRAM**

As Utility Coordination Lead, Gus brings more than three decades of experience managing complex utility coordination on major transportation programs across South Carolina and the Southeast. He will lead all utility coordination activities for the Jasper County Transportation Sales Tax Program, including conflict analysis, utility relocation strategies, in-contract adjustments, and Subsurface Utility Engineering (SUE) oversight.

Gus has successfully led utility coordination on over 100 projects—including large-scale design-build and sales-tax funded initiatives — and is known for preventing costly delays through early engagement and persistent follow-up. He will ensure all utility work is seamlessly integrated into the program schedule and budget.

**AREAS OF EXPERTISE**

- ▶ Utility Coordination & Adjustment Planning
- ▶ Subsurface Utility Engineering (SUE)
- ▶ Design-Build & In-Contract Utility Strategies
- ▶ Utility Conflict Matrix & Cost Estimating
- ▶ Railroad Coordination (CSX, NS, short lines)
- ▶ Utility Agreements & MOAs (ACT36 / BILL 401)

**RELEVANT PROJECT EXPERIENCE**

**I-26 Widening (MM 85–101) – Richland, Lexington & Newberry Counties, SC:** Utility Relocation Manager overseeing four utility coordinators and 18 utility owners. Managed utility strategy, conflict resolution, and in-contract relocation agreements for water and sewer. (\$465M project)

**Carolina Crossroads Phases 1 & 2 – Richland & Lexington Counties, SC:** Utility Coordinator and Manager for both phases of this \$1.7B interchange modernization. Led SUE planning, stakeholder coordination, and railroad utility crossing solutions with CSX and NS.

**Project Brooklyn – BMW Spartanburg – Greenville County, SC:** Utility Coordinator for new two-lane bridge and road system serving full-size truck traffic across I-85. Managed relocations under both SCDOT and BMW specifications.

**US 21 over Harbor River Bridge Replacement – Beaufort County, SC:** Led utility planning and final relocation coordination for this 3,353-foot-long fixed-span bridge over a tidal channel.

**I-95 Widening & Pavement Rehab (MM 13–20) – Lumberton, NC:** Utility Coordinator for resilience-focused interstate upgrade. Developed preliminary and final utility coordination plan to accommodate interchange reconstruction and flood resilience measures.

**SCDOT Utility Coordination On-Call Contract – Statewide, SC:** Served as statewide Utility Coordination Manager for multiple safety and widening projects, including in Lexington, Horry, and Florence Counties. Oversaw agreements, relocation plans, and agency coordination.





*Josh Apsitis*

**FINANCIAL MANAGEMENT SUPPORT / PROJECT CONTROLS**

West Columbia, SC | 12 years of experience | 3 years with ICE

josh.apsitis@ice-eng.com | 803-386-8952

BS, Civil and Environmental Engineering – The Citadel

**ROLE ON THE JASPER COUNTY PROGRAM**

Josh will support the Jasper County program by overseeing financial controls and schedule performance tracking. His expertise in cost forecasting, CPM schedule development, and construction phasing will enhance Jasper County's ability to monitor budgets, track milestones, and avoid risks across dozens of active projects. With a decade of experience managing high-profile, multimillion-dollar infrastructure efforts, Josh ensures accountability, transparency, and timely delivery through integrated reporting and hands-on coordination with County staff, contractors, and stakeholders.

**AREAS OF EXPERTISE**

- ▶ Program Budgeting & Financial Controls
- ▶ CPM Schedule Management
- ▶ Claims & Risk Analysis
- ▶ Construction Cost Forecasting
- ▶ Progress Tracking & Earned Value Reporting
- ▶ Construction Phasing & Field Coordination

**RELEVANT PROJECT EXPERIENCE**

**Berkeley County Transportation Sales Tax Program – US 176 Widening – Berkeley County, SC:** Managed monthly schedule reviews and risk assessments for the 5.6-mile widening of US 176. Tracked progress against 30K+ LF of utility relocations. Provided delay mitigation strategies and financial forecasting.

**Carolina Crossroads Phases 1 & 2 – Richland & Lexington Counties, SC:** Oversaw baseline schedule development, shop drawing review (MSE walls, girders), and contractor coordination on \$1.7B multi-phase interstate improvement project. Led plan reviews and CPM schedule oversight.

**Glenn McConnell Parkway Widening (CE&I Services) – Charleston, SC:** Tracked contractor progress, verified submittals, and managed CPM schedule for 2-mile widening with sidewalks, multi-use paths, and intersection upgrades. Supported pay estimate accuracy and milestone validation.

**Henry Brown Boulevard Widening Phase 2 – Berkeley County, SC:** Led schedule reviews for corridor expansion with medians, multi-use paths, and major intersection improvements. Aligned progress tracking with construction phasing and field operations.

**Main Road Corridor Segment A – Charleston County, SC:** Assisted with timeline validation and stakeholder coordination for the Stono River crossing, shared-use path, and roundabout installation. Conducted site visits and discrepancy analysis.

**East/West Container Yard Expansion – Inland Port Greer – Greer, SC:** Managed phasing plan review and subconsultant compliance on \$30M terminal storage upgrade. Kept Port Authority apprised of milestone performance. Assisted with submittal tracking and cost updates.

## *Firm* **RESERVES**



*Aaron Livingston, PE*

**ROADWAY ENGINEER**

West Columbia, SC | 22 years of experience | 12 years with ICE

aaron.livingston@ice-eng.com | 803-227-4064

PE: South Carolina #26136

MBA, Entrepreneurship – Clemson University

BS, Civil Engineering – Clemson University



*J. Preston Felkel, PE*

**STRUCTURAL ENGINEER**

West Columbia, SC | 27 years of experience | 9 years with ICE

preston.felkel@ice-eng.com | 803-227-4065

PE: South Carolina #26987

MS, Structural Engineering – University of South Carolina

BS, Civil Engineering – University of South Carolina



*Jay Thompson, PE*

**PAVEMENT ENGINEER**

West Columbia, SC | 24 years of experience | 2 years with ICE

jay.thompson@ice-eng.com | 803-881-2711

PE: South Carolina #27041

MS, Civil Engineering – Clemson University

BS, Civil Engineering – Clemson University



*Andy Gillis, PE*

**VALUE ENGINEERING**

West Columbia, SC | 28 years of experience | 10 years with ICE

andy.gillis@ice-eng.com | 803-227-4051

PE: South Carolina #23517

BS, Civil Engineering – University of South Carolina



*Renee Mulholland*

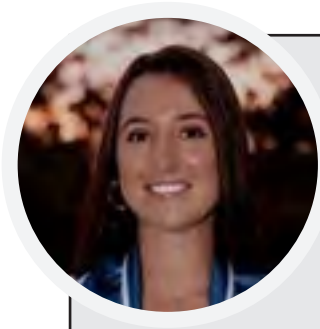
**PUBLIC INVOLVEMENT / COMMUNICATION**

N. Charleston, SC | 21 years of experience | 6 years with ICE

renee.mulholland@ice-eng.com | 843-576-6683

MS, Earth and Environmental Resource Management – University of South Carolina

BS, Marine Science – University of South Carolina



*Renee Bergeron*

**ROW AGENT / ASSISTANT PROJECT MANAGER**

Renee supports ROW acquisition, relocation, and engineering review efforts. In addition to leading relocation logistics and document preparation, she assists with design plan evaluations, schedule tracking, and public outreach. She brings key expertise in Environmental Justice (EJ) community coordination and multi-agency collaboration.

***Firm Reserves and Backup Personnel Resources***

ICE has the staffing capacity and systems in place to support Jasper County's Transportation Sales Tax Program at every stage.

Our team structure includes backup personnel across key disciplines to ensure that if staffing adjustments are needed, we can transition coverage quickly and without disruption. We maintain a strong roster of engineers, inspectors, environmental planners, and program management staff who are familiar with our processes and ready to step in when needed.

With experienced personnel based across South Carolina and built-in staffing flexibility, ICE is committed to providing steady, consistent service throughout the life of the program.

***Primary Point-of-Contact:***

Jeff Buckalew, PE | Project Manager

jeff.buckalew@ice-eng.com

843-485-3530

Jasper County will have the benefit of not only the core project team but also additional qualified staff who can support the program if workload shifts, schedules accelerate, or other needs arise.



## Organization of **SUBCONSULTANTS & PERSONNEL**



### *The Merchant Strategy, Inc. (TMS)*

#### **PUBLIC INVOLVEMENT & STRATEGIC COMMUNICATIONS**

West Palm Beach, FL | Fort Lauderdale, FL | Little River, SC

20+ years of experience

info@themerchantstrategy.com | www.themerchantstrategy.com

Certifications: DBE/ACDBE (FL & SC DOTs) MWBE (Charleston, SC), SWBE (Palm Beach County), CBE (Broward County)

#### **ROLE ON THE JASPER COUNTY PROGRAM**

TMS will serve as Jasper County's Public Involvement Lead, guiding all stakeholder and community outreach for the Transportation Sales Tax Program. Their team will lead the development of a comprehensive Public Involvement Plan (PIP), manage a dedicated project website and social media presence, coordinate stakeholder workshops, produce visual and print outreach materials, and operate a 24/7 hotline. Their long-standing experience with SCDOT, municipal governments, and public-private partnerships makes them uniquely equipped to deliver proactive, strategic communications and foster transparency throughout the life of the program.



### *Cheryl Scott*

#### **OPERATIONS AND PROJECT MANAGER**

Cheryl, originally from Detroit, leads the execution of TMS's outreach plans, managing daily communications, stakeholder logistics, hotline operations, and community-facing materials. With over 20 years of administrative and management experience, she also supports project scheduling, contract administration, and internal coordination. Cheryl plays a central role in translating complex engineering information into clear public messaging and is instrumental in office-wide decision-making and project continuity.



### *Justin Gonzales, MBA*

#### **MARKETING AND PUBLIC INVOLVEMENT SPECIALIST**

Justin supports digital communications, social media management, public meeting coordination, and the visual design of outreach materials. Leveraging his legal and marketing background, he crafts cohesive, professional messaging across platforms, ensuring strong stakeholder engagement and brand alignment. He also brings experience in executing integrated marketing campaigns, managing multi-channel strategies, and analyzing ROI to maximize impact and budget efficiency.



## *Sharon J. Merchant*

### **PRESIDENT & PUBLIC INVOLVEMENT DIRECTOR**

30+ years of experience in Public & Government Relations | 19+ years in Public Involvement

sharon@themerchantstrategy.com

BS, International Affairs – Florida State University

As a four-term Florida State Representative and founder of TMS, Sharon provides high-level leadership, strategic oversight, and quality assurance on all outreach activities. She has led public involvement for some of the region's most sensitive and high-visibility infrastructure projects—delivering consensus-building strategies, stakeholder coordination, and transparent communication on behalf of cities, counties, and state agencies.

#### **AREAS OF EXPERTISE**

- ▶ Public Involvement Planning (PIP & CAP)
- ▶ Stakeholder & Government Liaison
- ▶ QA/QC of Outreach Materials
- ▶ Media Strategy & Crisis Response
- ▶ Constituent Communication Management
- ▶ Public Meeting Facilitation & Oversight

#### **RELEVANT PUBLIC INVOLVEMENT EXPERIENCE**

##### **KCI Technologies – City of Delray Beach ADA Sidewalk Project**

Relevance: County/municipal sidewalk improvement initiative, similar in scope to pedestrian enhancements often included in transportation programs.

##### **Stantec – FDOT D4 SR-91/I-95 at Hypoluxo Road Diverging Diamond Interchange**

Relevance: Highway/interchange project, coordination with state DOT and stakeholders, includes QA/QC on major transportation initiatives.

##### **Stanley Consultants – I-95/SR-9 PD&E Study (Martin & St. Lucie Counties)**

Relevance: Public meetings, collateral development, and regional public outreach for an interstate corridor — aligns with SCDOT-level infrastructure efforts.

##### **WGI – FDOT/Palm Beach County Off-System Bridge Replacements**

Relevance: Public outreach for local bridges — a transportation-focused, county-coordinated infrastructure improvement effort.

##### **Erdman Anthony – FDOT Projects in West Palm Beach**

Relevance: Coordinated with TPO, SFWMD, FEC, and engineering teams; multi-agency and stakeholder engagement reflects complex program dynamics.

##### **City of West Palm Beach – Washington Road Utility and Stormwater Improvements**

Relevance: Utility and drainage-focused infrastructure improvements with city coordination — parallels county-level utility and roadway projects.



## *RND Consultants*

### **RIGHT-OF-WAY AQUISITION AND RELOCATION SERVICES**

Charleston, SC

8+ years of experience

info@rndconsultants.com

Certifications: DBE/SBE

#### **ROLE ON THE JASPER COUNTY PROGRAM**

RND Consultants will serve as the Program's Right-of-Way (ROW) and Relocation Services Lead, providing full-scale acquisition, relocation, and coordination services across all project phases. Their team brings deep, hands-on experience navigating South Carolina's ROW requirements, managing complex property negotiations, and supporting SCDOT acquisition compliance. With expertise in relocation services, eminent domain coordination, title and appraisal oversight, and community engagement in Environmental Justice (EJ) areas, RND will ensure a seamless and community-minded ROW process for Jasper County.



## *Nathan Midkiff*

### **PROJECT MANAGER / ROW AGENT**

Charleston, SC | 14 years of experience | SCDOT & Municipal ROW Expertise

Memberships and Certifications: National Transit Institute-FTA Real Estate Requirements | IRWA-RW/RAC Candidate | International Right-of-Way Association

#### **ROLE ON THE JASPER COUNTY PROGRAM**

Nathan leads RND's Right-of-Way team for Jasper County, bringing deep expertise in acquisition planning, property negotiation, and Uniform Act compliance. He has managed relocations and acquisitions across South Carolina and Massachusetts and is experienced with full/partial fee acquisitions, easements, condemnation support, and relocation claims.

#### **AREAS OF EXPERTISE**

- ▶ Eminent Domain & Relocation Coordination
- ▶ Real Estate Negotiation & Acquisition Strategy
- ▶ ROW Plan Review & Property Impact Minimization

#### **RELEVANT PROJECT EXPERIENCE**

**SCDOT I-526 Lowcountry Corridor WEST – Charleston, SC:** Managed 95 acquisitions and 50 relocations; coordinated with title, appraisal, and legal teams; handled relocation claims and community engagement

**SCDOT I-73 Segment A6M – Marion County, SC:** Led acquisition of 11 tracts; developed preliminary ROW estimates and acquisition documents.

**SCDOT Georgetown Roundabout – Murrells Inlet, SC:** Managed acquisition of 9 parcels; completed appraisals, title reviews, and negotiations.



## Range of Services & CAPABILITIES

At ICE, our mission is simple: to deliver infrastructure solutions that serve communities today and stand the test of time. Founded in 2005—originally as Coleman–Snow Consultants—we’ve grown into a multidisciplinary engineering firm known across the Southeast for our ability to lead complex projects and programs, anticipate challenges, and build long-term trust with our clients.

With over 580 professionals, including 160 licensed engineers and specialists, ICE brings the leadership, technical depth, and real-world experience needed to guide multi-year capital improvement efforts from early planning through final construction. From our 23 offices across eight states, we support transportation programs of all sizes—and we’re proud to bring that strength home to South Carolina.

ICE will soon be opening an office in Jasper County, further bolstering our local presence to strengthen our ability to support the County’s Transportation Sales Tax Program with on-the-ground responsiveness and ongoing collaboration.

What sets ICE apart is our ability to integrate services under one roof—offering a single-source solution for program management. Our Team includes specialists in:

- ▶ Program and financial management
- ▶ Transportation project planning and prioritization
- ▶ Environmental permitting and NEPA documentation
- ▶ Utility coordination and conflict resolution
- ▶ Land surveying and right-of-way verification
- ▶ Construction management and inspection services
- ▶ Public involvement and strategic communications

At ICE, we don’t just manage projects—we manage progress. From early stakeholder coordination to construction phasing and financial tracking, we understand what it takes to lead high-profile, sales tax-funded programs that demand transparency, efficiency, and public trust.

For Jasper County, that means a team that is not only highly capable but also highly accessible—bringing the structure, insight, and hands-on leadership needed to deliver this generational investment with accountability to the community.

### ICE’s Capabilities & Services

- ▶ Architecture
- ▶ Aviation Engineering
- ▶ Bridge/Structural Design
- ▶ Construction Management / CE&I
- ▶ Design-Build Engineering
- ▶ Environmental Services
- ▶ Foundation Testing
- ▶ Geotechnical Engineering
- ▶ Grant Writing
- ▶ Hydrology / Hydraulic Design
- ▶ Intelligent Transportation Systems (ITS)
- ▶ Materials Testing Services (Lab)
- ▶ Pavement Engineering
- ▶ Port Engineering / Civil Site Design
- ▶ Public Relations
- ▶ Railroad Services
- ▶ Roadway Design
- ▶ Traffic Engineering
- ▶ Utility Coordination
- ▶ Surveying



## Strategic Partnership with SCDOT: Accelerating delivery through experience

Managing a program of this scale requires more than technical capability—it demands the ability to navigate regulatory requirements, collaborate with state agencies, and solve problems before they become delays. That’s where ICE brings exceptional value to Jasper County.

**We do not just know SCDOT—we have been a part of it.** Several members of ICE’s leadership team previously held high-ranking positions within the South Carolina Department of Transportation, including Deputy Secretary of Engineering, Director of Construction, Director of Preconstruction, and Regional Production Engineer. This firsthand experience and strong relationships with current staff gives our team an insider’s understanding of SCDOT’s processes, permitting pathways, quality standards, and decision-making protocols—allowing us to move faster, with fewer obstacles.

Our in-house SCDOT liaisons understand how to coordinate effectively at both the district and headquarters level. From permit applications and LPA documentation to design exceptions and construction coordination, ICE knows how to engage the right people, at the right time, with the right information. The result: fewer bottlenecks, clearer expectations, and accelerated progress.

ICE has led and contributed to dozens of SCDOT projects across the state, including:

- ▶ SC277 Flyover Ramp Bridge Replacement
- ▶ I-77 Widening and Bridge Replacements
- ▶ SC 901 Bridge over Rocky Creek
- ▶ Butler Road Improvements
- ▶ I-85 Rocky Creek Bridge Replacement
- ▶ I-26 Widening (Richland & Lexington Counties)
- ▶ I-95/I-26 Interchange (Orangeburg & Dorchester Counties)

By preempting delays, streamlining submittals, and aligning with SCDOT standards from the start, ICE ensures that local projects meet state expectations without compromise. For Jasper County, that means a trusted partner who can keep the program moving—on schedule, in compliance, and with confidence.



*ICE has consistently delivered above-standard performance on the I-26 contract. The Team has met all deliverable deadlines and produced high-quality work. Project Manager Metts and Design Manager Kicklighter have shown excellent responsiveness, and the Public Information Meeting was well-planned and effectively executed. The Team has done a strong job utilizing key staff to meet project demands, and PM Metts continues to lead at a high level. We look forward to continued success on this project.*



## *Prior* **EXPERIENCE**

Over the past decade, ICE has delivered full-service program management for multi-million-dollar transportation sales tax initiatives across South Carolina—demonstrating not only our ability to lead, but to do so with fiscal accountability, stakeholder transparency, and a relentless focus on timely, on-budget delivery. These programs have included planning, scheduling, financial oversight, right-of-way and utility coordination, and hands-on management of capital infrastructure improvements.

We’ve supported Berkeley, Lancaster, and Charleston counties through every stage of their sales tax programs—earning a reputation as a trusted, long-term ally to public agencies invested in infrastructure improvement. Whether it’s collaborating with county finance departments to shape project-level budgets, coordinating early utility relocations to avoid delays, or tracking real-time progress across dozens of active job sites, ICE brings the structure, staffing, and systems required to manage complex transportation programs with clarity and control.

Since 2011, ICE has played a central role in delivering over a dozen capital projects involving design, permitting, CEI, LPA compliance, and agency coordination—demonstrating our strength as a hands-on leader in program execution and delivery. Combined with our deep ties to SCDOT, this real-world experience positions us to guide Jasper County’s program from vision to reality.

### **Why This Matters to Jasper County**

Our past experience gives us direct insight into what makes programs succeed—or stall. We’ve learned how to build early momentum, navigate funding cycles, and maintain the public’s trust through visible progress, transparency, and proactive communication. ICE will bring this experience to Jasper County—not only to manage projects, but to help the County manage a legacy investment and long-term community impact.

### *Our Process.* **YOUR PROGRESS.**

#### **What to Expect from ICE:**

##### **Clear Planning from Day One**

- ▶ Tailored project scoping and risk-based planning
- ▶ Community-informed solutions that reflect Jasper County’s priorities
- ▶ Transparent, milestone-driven program roadmap

##### **Strategic Oversight that Delivers**

- ▶ Full-scope program coordination, from pre-design through construction
- ▶ Proactive issue tracking, schedule alignment, and quality control
- ▶ Financial stewardship with real-time tracking and clear reporting

##### **Public Trust Built Through Partnership**

- ▶ Engaging communications and community outreach
- ▶ Seamless collaboration with County staff and stakeholders
- ▶ Experienced leadership that listens, adapts, and delivers results

## Berkeley County SALES TAX PROGRAM

**Client:** Berkeley County

**Years Active:** 2015–Present

**Program Value:** \$587,000,000

**Completed On-Time/Budget:** Yes

**Program Overview:** Since 2015, ICE has served as the Program Manager for Berkeley County’s voter-approved Transportation Sales Tax Program, leading the planning, management, and implementation of a wide range of capital improvement projects. These include major road widenings, intersection upgrades, resurfacing efforts, and dirt-to-pave conversions that enhance safety, reduce congestion, and support regional growth.

ICE provides full life-cycle support—from financial planning and consultant procurement to construction oversight and community outreach. We manage budgets and schedules, perform QA/QC reviews, coordinate utilities and right-of-way, assist with permitting, and ensure SCDOT LPA compliance. Our team supports Berkeley County across all phases of project delivery and facilitate transparent, efficient progress across dozens of active projects.

**Key Services Provided:** Program and Financial Management; Scope and Fee Negotiation and Consultant Procurement; QA/QC Reviews and Constructability Oversight; ROW and Utility Coordination; Permitting and Environmental Compliance; Public Involvement and FOIA Support; CEI and Construction Oversight; Bid Phase Support and Value Engineering

**Key Personnel Involved:** Mitchell Metts, PE; Marc Lemin, PE; Todd Steagall, PE; Jenny Germuth, PE; Clark Baer, PE; Gus Kretschmer; Preston Felkel, PE; Aaron Livingston, PE

**Support Team:** Planners, Utility Coordinators, and document control specialists



*Due in part to ICE’s oversight during the design phase, the actual bid for the Project came in at \$1.76 Million, substantially under the pre-bid budget of \$2 Million. In addition, ICE’s effective management during construction led to the Project being completed ahead of schedule and a savings of \$338,234.*

Frank Carson, Berkeley County Engineer



Daniel Island Roundabout

### Highlighted Projects Managed:

- ▶ Clements Ferry Road Widening, Phase II
- ▶ Henry Brown Boulevard Widening, Phase II
- ▶ US 176 Widening & Interchange Improvements
- ▶ Daniel Island Roundabout
- ▶ Royle Road Signal Plan
- ▶ Farm Hill Circle & Zion Road (CEI)
- ▶ Foster Creek at Tanner Ford Boulevard
- ▶ I-26 Widening at Nexion Parkway (CEI)
- ▶ US 52 at US 176 Interchange
- ▶ Five Dirt-to-Pave Roads
- ▶ Four Major Intersection Improvements
- ▶ Six Major Capacity Projects
- ▶ 59 Paving Projects
- ▶ Local Street Resurfacing Projects



Henry Brown Road Widening



# Charleston County HALF-CENT SALES TAX PROGRAM

**Client:** Charleston County, SC

**Contract Duration:** 2013–Present

**Program Value:** \$847,000,000

**Completed On-Time/Budget:** Yes

**Program Overview:** ICE is a trusted partner on Charleston County's \$847M RoadWise program, providing design, CEI, and program support services across a variety of capital transportation projects. From roadway widenings and interchanges to sidewalks and drainage improvements, ICE's expertise has contributed to the successful delivery of critical infrastructure across the County.

**Key Services Provided:** Engineering; Surveying; Permitting; Geotechnical; Administrative Services; QA/QC; CEI; Field Coordination

**Key Personnel Involved:** Mitchell Metts, PE; Marc Lemin, PE; Todd Steagall, PE; Aaron Livingston, PE; Preston Felkel, PE; Gus Kretschmer

## Highlighted Projects Awarded:

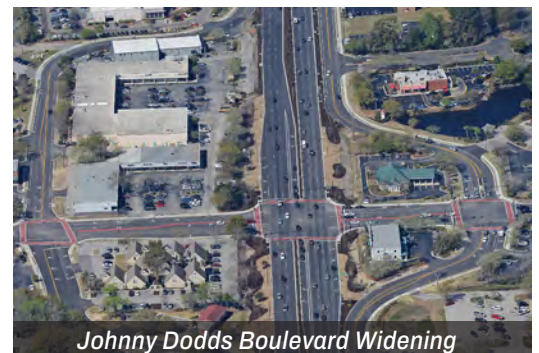
- ▶ Johnny Dodds Boulevard Widening (Design-Build)
- ▶ US 17 / Main Road Interchange & Widening
- ▶ Paving Arman Road & Gifton Avenue
- ▶ US 17 at Parkers Ferry Road Turn Lane
- ▶ Palmetto Commerce at Ladson Road Intersection
- ▶ East Ashley Avenue at 2nd Street East
- ▶ I-26 at Ashley Phosphate Road
- ▶ Fort Johnson Road Sidewalks, Phases 3 & 4
- ▶ Osceola Avenue Drainage Improvements
- ▶ Mabeline Road Turn Lane Extension
- ▶ Palmetto Commerce Parkway, Phase II (Design-Build)



US 17 / Main Road Interchange & Widening



US 17 / Main Road Public Involvement



Johnny Dodds Boulevard Widening



Palmetto Commerce Parkway, Phase II



## Lancaster County

# PENNY SALES TAX PROGRAM

**Client:** Lancaster County, SC

**Contract Duration:** Ongoing since 2015

**Program Value:** \$68,092,276

**Completed On-Time/Budget:** Yes

**Program Overview:** ICE has supported Lancaster County across nine sales tax-funded paving programs, delivering over 30 miles of resurfacing and roadway upgrades on time and within budget. Acting as a full-service partner, ICE provides end-to-end management—from pavement design and drainage evaluations to CEI services and procurement support.

ICE's continuity across multiple program phases ensures consistency, cost control, and efficient delivery. The same experienced team has led Programs 1 through 9, maintaining strong institutional knowledge and trusted working relationships with County staff and contractors.

**Key Services Provided:** Program Coordination and Project Management; Pavement Design and Cost Estimating; Field Surveying and Drainage Reviews; Construction Administration and CEI Services; Consultant Procurement and Bid Support

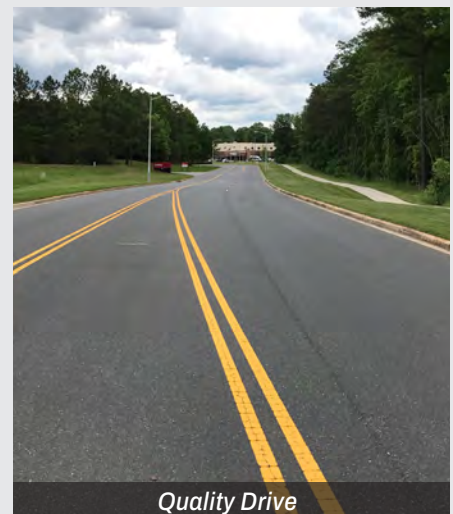
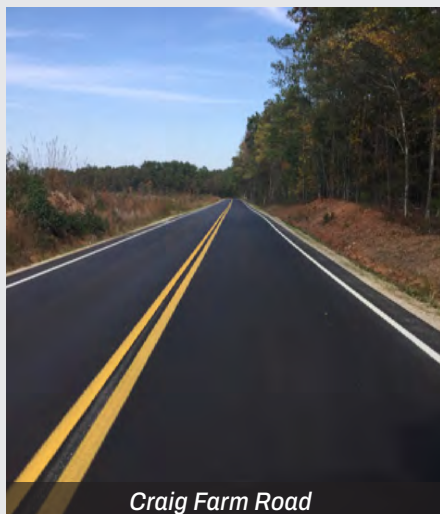
**Personnel Involved:** Marc Lemin, PE; Gus Kretschmer



### Highlighted Projects Managed:

- ▶ Programs 1-7 (2015 - 2020): 44 roads paved, totaling 27+ miles
- ▶ Program 8 (2021 - Present): CEI and construction oversight on four roads (2.55 miles)
- ▶ Program 9 (2024): Currently underway with the same core ICE team

*14+ years*  
**SUPPORTING  
LANCASTER COUNTY**



## Prior Experience: Jasper County & SURROUNDING AREA

*Timeframe: January 2021 - Present*

ICE has a strong growing presence in Jasper County and has played a key role in several projects in nearby Beaufort and Colleton counties. We have a proven track record at delivering quality SCDOT-funded and LPA-compliant projects throughout South Carolina, particularly in rural and coastal communities. Our Team is highly experienced in navigating utility conflicts, right-of-way challenges, and interagency coordination.

### Highlighted Projects:

- ▶ **SCDOT I-95 (MM 0 – 8) Jasper County:** ICE was selected as the Construction Management and Inspection provider for SCDOT's largest bid-build project to date. ICE will lead the inspection and coordination efforts along this vital interstate corridor. This project runs directly through Jasper County and involves ongoing collaboration with SCDOT, FHWA, and local stakeholders.
- ▶ **SCDOT On-Call CEI – District 6:** ICE is providing CEI services for roadway and bridge projects across the district, including assignments within Jasper County. Our Team supports SCDOT through field inspections, contractor oversight, and quality control to ensure safe, efficient project delivery.
- ▶ **I-95 Business Loop Streetscape – Colleton County:** This project consisted of 4.45 miles of improvements along I-95 Business Loop that included resurfacing the existing roadway, the addition of raised concrete medians with underdrain, drainage improvements, and sidewalk installation. ICE was responsible for providing project/construction management and CEI services.
- ▶ **Pathways Project – Beaufort County:** ICE is serving as the prime consultant for the design and delivery of approximately 16.4 miles of 10' pathways across Districts 1, 2, 3, 4, 5, and 9. These projects aim to create safer walking routes to schools and improve connectivity to residential areas. ICE is leading project management, surveying, permitting, pathway and drainage design, utility coordination, and public engagement throughout the program.



## Succession PLANNING

At ICE, we recognize that a program of this size and duration demands not only the right team—but also continuity and a proactive succession strategy. Our structured approach ensures uninterrupted service to Jasper County, regardless of staffing transitions over the life of the program. To lead this effort, ICE has assembled a strong leadership team: Jeff Buckalew, Bryan McIlwee, and Mitchell Metts. Each bring extensive experience managing complex projects, and together they offer deep leadership capacity and continuity. Whether serving as Project Manager or stepping in to support evolving program needs, this leadership bench ensures that Jasper County receives consistent, high-level and long-term stability.

**Recognized as the #1 civil design firm in South Carolina by ENR (2024) and recently ranked #2 engineering firm for employee satisfaction by Engineering.com, our commitment to both project success and team stability sets us apart.** We maintain low staff turnover and strong redundancy in experience and expertise across key positions.

From day one, each of our key roles will have a designated deputy or support staff member who is already embedded in the program, understands the workflows, and is prepared to step up if needed. This built-in redundancy ensures that institutional knowledge, relationships, and momentum are preserved—no matter what. In addition:

- ▶ Our internal knowledge transfer processes include shared project management tools, centralized reporting systems, and team-wide access to schedules, budgets, and communications.
- ▶ ICE actively invests in developing rising leaders, ensuring there is a robust talent pipeline in every discipline—from project management and CEI to financial and public involvement.
- ▶ For every key person, ICE leadership identifies at least one secondary contact to the County, who can respond quickly and maintain operations if the primary staff member is temporarily or permanently unavailable.

Should transitions occur during the program, we will coordinate closely with the County to ensure a seamless hand-off, including overlap between outgoing and incoming staff, updated contact information, and a clear delineation of duties. **Our goal is simple: to provide stability, consistency, and reliability over the full life of Jasper County's Transportation Sales Tax Program.** We will ensure there is no hiccup or drop off in the progress of program due to any change in staff on the ICE team.



### *Your Key Project Values,* **OUR PRIORITY**

**More than a slogan—it is a promise.** As Program Manager, ICE will act as an extension of Jasper County staff, committed to your core goals; economic growth, safer roads, and lasting infrastructure.

**Example:** In Berkeley County, ICE managed over 70 transportation projects under the One Cent Sales Tax Program, including major road widenings, intersection improvements, and paving initiatives. This comprehensive management approach led to enhanced infrastructure and improved quality of life for residents.



## Project REFERENCES

| Client Name           | Address                                                                | Client Representative                                                                                       | Telephone Number |
|-----------------------|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|------------------|
| Lancaster County, SC  | 101 N. Main Street, P.O.<br>Box 1809<br>Lancaster, SC 29721            | Jeff Catoe<br>Lancaster County Public<br>Works Director<br>jcatoe@<br>lancastercountysc.gov                 | 803-416-9692     |
| Charleston County, SC | 4045 Bridge View Drive,<br>Suite B240<br>North Charleston, SC<br>29405 | Stephen Thigpen, PE<br>Charleston County Deputy<br>Administrator<br>sthigpen@<br>charlestoncounty.org       | 843-202-6146     |
| Berkeley County, SC   | 1003 Highway 52 Moncks<br>Corner, SC 29461                             | Daniel Thrower<br>Berkeley County Chief<br>Infrastructure Officer<br>danny.thrower@<br>berkeleycountysc.gov | 843-719-4131     |



April 4, 2025

Kimberly Burgess, Procurement Officer  
Director, Administrative Services Division Jasper County  
358 Third Avenue, Suite 304  
P.O. Box 1149  
Ridgeland, SC 29936

RE: Infrastructure Consulting & Engineering, LLC for Sales Tax Program Management Services

Dear Ms. Burgess:

Lancaster County has worked with Infrastructure Consulting & Engineering (ICE) for nearly 15 years through both the 2014 Capital Project Sales Tax (CPST) Program and on-call contracts (since 2011) supporting County Transportation Committee (CTC) projects.

ICE has provided professional and responsive service throughout our engagements. Their work has included program management, engineering design, and inspection services, and they have consistently met expectations regarding quality, reliability, and communication. ICE has been awarded several consecutive on-call contracts, reflecting the County's confidence in their ability to support a range of transportation-related efforts.

Lancaster County considers ICE a qualified and dependable consultant, and should you have any questions, please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Catoe".

Jeff Catoe  
Lancaster County Public Works Director  
803-416-9692  
jcatoe@lancastercountysc.gov



**BERKELEY  
COUNTY SC**

RICH HISTORY  
BRIGHT FUTURE  
*One Berkeley*

April 15, 2025

Kimberly Burgess, Procurement Officer  
Director, Administrative Services Division Jasper County  
358 Third Avenue, Suite 304  
P.O. Box 1149  
Ridgeland, SC 29936

RE: Reference for Infrastructure Consulting & Engineering, LLC for Sales Tax Program Management Services

Dear Ms. Burgess:

Berkeley County entered into a contract with Infrastructure Consulting & Engineering (ICE) in 2014 to provide Program and Financial Management, Project Management, and Construction Engineering & Inspection (CE&I) services for a wide range of transportation and infrastructure improvement projects throughout the County.

ICE has played an essential role as a program and project management consultant, delivering high-quality, professional services across all phases of project development. Their scope of work has included the successful management and implementation of capacity improvement projects, local street resurfacing, intersection upgrades, and over 60 paving projects. ICE has consistently demonstrated strong technical expertise and organizational capability in handling these multifaceted efforts.

Their team was responsible for developing and maintaining detailed program schedules, financial forecasts, and reporting tools; pursuing available grant opportunities; and managing a public engagement process to keep stakeholders informed. ICE also provided critical oversight during project planning and delivery—reviewing designs, ensuring environmental and permit compliance, coordinating utility relocations, and supporting right-of-way acquisition.

In addition, ICE provided CE&I services that included field inspections, quality assurance, materials testing, and contractor coordination. Their proactive approach and attention to detail ensured that projects were delivered on schedule, within budget, and in full compliance with applicable standards.

Based on their proven track record, professionalism, and commitment to quality, I highly recommend Infrastructure Consulting & Engineering for providing similar services to any jurisdiction seeking dependable and comprehensive infrastructure consulting services.

Respectfully,

C. Daniel Thrower  
Berkeley County Chief Infrastructure Officer

*Berkeley County Administration Building, 1003 Highway 52, Moncks Corner, SC 29461 (843) 719-4094*

Steven L. Thigpen, P. E.  
DCA – Public Services



843.202.6146  
[sthigpen@charlestoncounty.org](mailto:sthigpen@charlestoncounty.org)  
Lonnie Hamilton III Public Services Building  
4045 Bridge View Drive, Suite B240  
North Charleston, SC 29405

April 18, 2025

Kimberly Burgess, Procurement Officer  
Director, Administrative Services Division Jasper County  
358 Third Avenue, Suite 304  
P.O. Box 1149  
Ridgeland, SC 29936

RE: Reference for Infrastructure Consulting & Engineering, LLC for Sales Tax Program  
Management Services

Dear Ms. Burgess:

Infrastructure Consulting & Engineering (ICE), formerly known as Coleman-Snow Consultants, has served Charleston County with professionalism and technical expertise for more than 17 years. ICE was selected as the Project Manager and Engineer of Record for several major transportation initiatives funded by the Charleston County Transportation Sales Tax Program, including two large Design-Build projects: the Johnny Dodds Boulevard Improvements (2008–2013) and Palmetto Commerce Parkway Phase II (2009–2011). ICE's responsibilities on these projects included contractor quality control, roadway and drainage design, utility coordination, and surveying. In 2013, Charleston County selected ICE again to provide comprehensive engineering services for Sales Tax Program projects. ICE provided surveying, permitting, geotechnical investigations, and complete engineering and administrative support needed to deliver construction-ready plans.

Projects awarded through this contract include:

- Paving of Arman Road and Gifton Avenue
- Turn Lane Improvements at US 17 and Parkers Ferry Road
- Palmetto Commerce at Ladson Road Intersection Improvements
- East Ashley Avenue at 2nd Street East
- I-26 at Ashley Phosphate Road
- Fort Johnson Road Sidewalks, Phases 3 & 4
- Osceola Avenue Drainage Improvements
- Mabeline Road Turn Lane Extension

Most notably, ICE currently serves as both the lead design firm and the Construction Engineering & Inspection (CE&I) firm for the \$195 million US 17/Main Road Interchange & Widening project. In this role, ICE is responsible for:

- **Design Phase:** Project management, quality control, contract administration, USACE permitting, preliminary road and bridge plans, right-of-way plans, NEPA documentation, public involvement, and design-build procurement support.
- **Construction Phase:** Pre-construction support, construction management, engineering, survey verification, public relations, and comprehensive quality acceptance/assurance services covering all major construction elements (bridges, drainage, roadway, erosion control, traffic control, etc.).

ICE has consistently delivered high-quality work, maintained open communication, and demonstrated a deep commitment to Charleston County's program goals. Based on their performance, I am pleased to recommend Infrastructure Consulting & Engineering for consideration to manage the Jasper County Transportation Sales Tax Program.

Sincerely,

Steven L. Thigpen, PE  
Charleston County Deputy County Administrator – Public Services

# Key Personnel

## WORKLOAD

| KEY TEAM MEMBER                                                            | CURRENT ACTIVE PROJECTS                                     | END YEAR | % AVAIL. |
|----------------------------------------------------------------------------|-------------------------------------------------------------|----------|----------|
| <b>Jeff Buckalew, PE</b><br><i>Project Manager / Main Point of Contact</i> | Long Cove Club Paving                                       | 2025     | 75%      |
|                                                                            | Town of Summerville Main Street Resiliency Project          | 2026     |          |
|                                                                            | Palmetto Dunes Bridge Rehab                                 | 2026     |          |
|                                                                            | Town of HHI Various On-Call Projects                        | 2026     |          |
| <b>Mitchell Metts, PE</b><br><i>Principal-in-Charge / QA/QC</i>            | Berkeley County Sales Tax Program                           | 2027     | 65%      |
|                                                                            | SCDOT I-26 Corridor Improvements (MM 172 to 187)            | 2026     |          |
|                                                                            | Charleston County Main Road Corridor (Seg. A)               | 2026     |          |
| <b>Bryan McIlwee, PE</b><br><i>Assistant Project Manager</i>               | Town of Summerville Main Street Resiliency Project          | 2026     | 80%      |
|                                                                            | Town of HHI Various On-Call Projects                        | 2026     |          |
|                                                                            | Town of Bluffton Pedestrian Improvements                    | 2025     |          |
|                                                                            | Long Cove Club Various Projects                             | 2025     |          |
|                                                                            | Palmetto Dunes Various Projects                             | 2026     |          |
| <b>Alexis McIlwee, EIT</b><br><i>Water Resource Engineer</i>               | Palmetto Dunes POA Port Tack Drainage Design & Construction | 2025     | 80%      |
|                                                                            | Island Club Entrance Modifications                          | 2025     |          |
|                                                                            | Town of Summerville Main Street Resiliency Project          | 2025     |          |
|                                                                            | I-285 / I-20 Westside Interchange                           | 2026     |          |
| <b>Barrett Stone</b><br><i>Environmental Manager</i>                       | SCDOT I-26 Corridor Improvements (MM 172 to 187)            | 2025     | 70%      |
|                                                                            | SCDOT I-26 / I-95 Interchange Improvements                  | 2026     |          |
|                                                                            | GDOT SR 316 Bundle 1                                        | 2025     |          |
| <b>Marc Lemin, PE</b><br><i>CEI Oversight – Field Management</i>           | SCPA NBIF Site Development                                  | 2025     | 80%      |
|                                                                            | Beaufort County CEI Projects                                | 2026     |          |
| <b>Jenny Germuth, PE</b><br><i>Transportation Engineer</i>                 | Various Berkeley County School District Projects            | 2026     | 70%      |
|                                                                            | Berkeley County On Call                                     | 2026     |          |
|                                                                            | Dorchester County On Call                                   | 2028     |          |
| <b>Todd Steagall, PE</b><br><i>CEI Program Manager</i>                     | CCR Phase 1 – QC Inspection & Testing                       | 2025     | 70%      |
| <b>Gus Kretschmer</b><br><i>Utility Coordination Lead</i>                  | NCDOT U-3467 Rea Road                                       | 2025     | 70%      |
|                                                                            | NCDOT NC 540 Widening                                       | 2026     |          |
| <b>Randy Carraway, PE</b><br><i>Construction Administration Engineer</i>   | SCDOT – Bridge Package 29 - QC                              | 2025     | 70%      |



## Litigation

# HISTORY

ICE has been involved in the following litigation in the last five years. These cases will not affect our performance or ability to serve as Program Manager for Jasper County.

|                            |                                                                    |
|----------------------------|--------------------------------------------------------------------|
| PARTIES TO LITIGATION      | ICE v. HDR Engineering   2:19-cv-00615                             |
| COURT LITIGATION WAS FILED | US District Court Western District of Pennsylvania (federal court) |
| NATURE OF CLAIMS           | Contract dispute over payment for professional services            |
| STATUS OF CASE             | Settled in 2020                                                    |

|                            |                                                 |
|----------------------------|-------------------------------------------------|
| PARTIES TO LITIGATION      | Mid-Atlantic Drilling v. ICE   2020-CP-40-02276 |
| COURT LITIGATION WAS FILED | Richland County SC (state court)                |
| NATURE OF CLAIMS           | Payment dispute for drilling services           |
| STATUS OF CASE             | Settled in 2020                                 |

|                            |                                                                |
|----------------------------|----------------------------------------------------------------|
| PARTIES TO LITIGATION      | Coastal Bridge Constructors v. ICE   3:20-cv-00181             |
| COURT LITIGATION WAS FILED | US District Court Middle District of Louisiana (federal court) |
| NATURE OF CLAIMS           | Claim for extra costs                                          |
| STATUS OF CASE             | Settled in 2022                                                |

|                            |                                                                                                        |
|----------------------------|--------------------------------------------------------------------------------------------------------|
| PARTIES TO LITIGATION      | Galloway v. SCDOT, et al.   2019-CP-42-04336                                                           |
| COURT LITIGATION WAS FILED | Spartanburg County SC (state court)                                                                    |
| NATURE OF CLAIMS           | Personal injury claim for vehicle accident. ICE, along with all subcontractors, named as co-defendant. |
| STATUS OF CASE             | Dismissed 01/27/2023.                                                                                  |

|                            |                                                                                                                                                                         |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PARTIES TO LITIGATION      | Thomas v. SCDOT, et al.   2019-CP-32-01072                                                                                                                              |
| COURT LITIGATION WAS FILED | Lexington County SC (state court)                                                                                                                                       |
| NATURE OF CLAIMS           | Personal injury claim for vehicle accident against the SCDOT along with all subcontractors. ICE dismissed as co-defendant. SCDOT cross-claimed ICE for indemnification. |
| STATUS OF CASE             | Settled June 2023.                                                                                                                                                      |

|                            |                                                                                                                                         |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| PARTIES TO LITIGATION      | ICE, PLLC v Moore Electric Contractors Inc.   2023-CP-32-03893                                                                          |
| COURT LITIGATION WAS FILED | Lexington County SC (state court)                                                                                                       |
| NATURE OF CLAIMS           | Collection action for breach of contract, bad faith and unfair business practices to recover outstanding fees owed to ICE by Defendant. |
| STATUS OF CASE             | Defendant paid the outstanding balance. Dismissed 2024.                                                                                 |

|                            |                                                                                                                                                                     |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PARTIES TO LITIGATION      | Wardlaw, et. al. v. Hudson and Archer United JV   2023-CP-40-5379                                                                                                   |
| COURT LITIGATION WAS FILED | Richland County SC (state court)                                                                                                                                    |
| NATURE OF CLAIMS           | Automobile accident, personal injury                                                                                                                                |
| STATUS OF CASE             | ICE was initially named as a co-defendant. Subsequently dismissed prior to pleadings being joined by Plaintiff's counsel after discussion with ICE general counsel. |
| PARTIES TO LITIGATION      | ICE v Livingston Parish Airport District   Docket # 180534 Div. B                                                                                                   |
| COURT LITIGATION WAS FILED | Livingston Parish LA (state court)                                                                                                                                  |
| NATURE OF CLAIMS           | Collection action                                                                                                                                                   |
| STATUS OF CASE             | Pending. ICE is suing for approx. \$76k in unpaid fees.                                                                                                             |
| PARTIES TO LITIGATION      | Geiger, et. al. v. SCDOT, SCDHEC, Archer Western Contractors LLC, et al.   2023-CP-36-00263                                                                         |
| COURT LITIGATION WAS FILED | Newberry County SC (state court)                                                                                                                                    |
| NATURE OF CLAIMS           | Property damage claim against the SCDOT and all contractors and subcontractors for failure to provide adequate erosion control                                      |
| STATUS OF CASE             | Pending.                                                                                                                                                            |
| PARTIES TO LITIGATION      | Ritchie v. SCDOT, SCDHEC, Archer Western Contractors LLC, et al.   2024-CP-40-02450                                                                                 |
| COURT LITIGATION WAS FILED | Richland County SC (state court)                                                                                                                                    |
| NATURE OF CLAIMS           | Property damage claim against the SCDOT and all contractors and subcontractors for failure to provide adequate erosion control                                      |
| STATUS OF CASE             | Pending.                                                                                                                                                            |

## Program UNDERSTANDING

### Jasper County stands at the crossroads of rapid growth and change.

On a weekday morning, traffic on US 278 and other main arteries often back up for miles as commuters, freight trucks, and tourists all share the road. Longtime rural two-lane roads now serve booming communities, leading to congestion and safety concerns that have “plagued the county” in recent years.

At the same time, Jasper County’s rivers, wetlands, and green spaces – from Savannah River down to Broad River – face increasing pressure from development. Residents have voiced a clear desire for better infrastructure and preservation of natural resources:

“ Anyone that has driven through Jasper County from 7 a.m. to 9 a.m. knows that we need help with our road system.

“ We want clean drinking water, and that means protecting land along the Savannah River.

### The 2024 Transportation Sales Tax Program

Born from these community needs, the Program was approved by voters, signaling a clear mandate for County action. **ICE fully understands the context and significance of this program.**

The 1% sales tax will fund a multi-year capital improvement program – unprecedented in Jasper County’s history –dedicating roughly 80% of revenues to transportation projects and 20% to Greenbelt projects, as outlined in the referendum ordinance.

For up to 15 years of collections, the program is estimated to generate **\$470 million** for the identified needs. Jasper County’s leadership wisely structured the program to balance infrastructure upgrades with land conservation, ensuring sustainable growth and quality of life.

To meet the transportation needs, the County identified priority projects encompassing **highways, roads, bridges, and intersections**. These include major capacity expansions such as widening S-442 (Argent Boulevard) into a 4-or-5-lane arterial to relieve congestion, widening segments of **US 278** for regional traffic, and widening **SC 315, US 17, SC 462** to improve north-south mobility.

**Interchange improvements** at I-95 (Exits 18 and 22) are planned to enhance connections between the interstate and local roads – supporting economic development and hurricane evacuation.

Numerous **intersection upgrades** (e.g., US 17/321 in Hardeeville, US 321/336 in Tillman) will straighten alignments and improve safety. Even rural infrastructure is prioritized, with projects like **Glover Road improvements** (upgrading dirt and paved roads) and **Levy Road reconstruction** to modern standards.

We understand that **roads were prioritized based on objective factors** – pavement condition, safety concerns, traffic volume, congestion levels, and the potential to leverage state/federal matching funds. This ensures that the program tackles the worst problems first and maximizes outside funding opportunities. **ICE will help advance these priorities, continually evaluating needs and opportunities to keep the program moving toward completion and aligned with Jasper County’s goals.**

*Top Priorities***ICE'S FIRST STEPS AS PROGRAM MANAGER****1. Integrate with County Staff and Establish Local Public Agency Status**

We will embed key ICE personnel alongside Jasper County staff from day one. One of our immediate actions will be assisting the County in obtaining LPA certification with SCDOT, enabling the County to let and oversee projects involving federal and state funding. This unlocks autonomy and streamlines coordination for key corridor projects like US 278.

**2. Develop a Clear Program Management Plan (PMP)**

We will create a comprehensive PMP that outlines how every part of the program will run—from decision-making to risk control, budgeting, reporting, and public communication. This document ensured everyone is working from the same playbook and avoids confusion or delays down the road.

**3. Build the Master Program Schedule**

A Master Schedule will map out project phasing across the full life of the program. It will track dependencies, cash flow alignment, design timelines, and construction sequencing—ensuring transparency and minimizing internal conflicts. This will be updated regularly as projects progress.

**4. Identify and Launch “Quick Win” Projects**

To build early momentum and public trust, ICE will work with the County to prioritize smaller, high-visibility projects (e.g., resurfacing or safety improvements) that can be delivered fast. These quick wins demonstrate progress and encourage continued support from voters and stakeholders.

**5. Coordinate Public Involvement and Outreach**

Working closely with The Merchant Strategy, our team members will spearhead communications and engagement with residents, merchants, and stakeholders. Early outreach ensures public concerns and feedback are heard, incorporated into planning, and help avoid opposition or surprises later.

**6. Perform Environmental and Utility Conflict Screenings**

Our environmental and utility teams will begin GIS-based screenings across the project list to flag red flags early (wetlands, historic sites, underground conflicts). Addressing these early avoids costly redesigns or permit delays later in the program.

**7. Review and Refine Project Scopes and Budgets**

ICE will evaluate each project's initial scope, assumptions, and cost estimates to confirm accuracy and identify areas for refinement or bundling. This step ensures realistic schedules and budgets and forms the basis for procurement sequencing and bond alignment.

## Greenbelt Coordination AND SUPPORT

While the Greenbelt program will be managed by a separate firm, ICE understands that certain elements—such as the design and construction of civil infrastructure—may intersect with our responsibilities as Program Manager. These could include building access roads to passive parks, installing docks or trails, or supporting drainage and site access for preserved lands.

ICE will support the County’s Greenbelt efforts by managing any civil-related scopes that fall within the Transportation Sales Tax Program, including:

- ▶ Coordinating with the County and the Greenbelt consultant to scope and schedule civil works tied to conservation or recreational use
- ▶ Ensuring civil improvements comply with permitting, ADA, and environmental standards
- ▶ Managing the design and construction of roadways, access points, or low-impact amenities serving broader community and conservation goals

**Public trust and accountability** are central to the program’s success. The sales tax represents a major investment by taxpayers, and the public expects visible improvements and careful fund management. Jasper County has instituted strong oversight measures, including a **Transportation Sales Tax Advisory Committee** that will regularly review project progress and recommend project prioritization and annual independent spending audits as required by the ordinance.

ICE fully supports these measures. We will provide clear, data-driven updates for elected councils and the public through regular progress reports, website postings, and annual reports that document accomplishments in clear, accessible formats. We will track every dollar and project milestone to ensure full transparency.

***We recognize this program is about more than adding lanes or preserving land—it’s about delivering improvements that enhance daily life, build public trust, spur economic opportunity, and preserve the Lowcountry character of Jasper County.***

Additionally, ICE will help Jasper County leverage the voter-approved bonding authority — up to \$150 million in general obligation bonds — to expedite priority projects while maintaining fiscal responsibility.

In summary, ICE’s understanding of Jasper County’s Transportation Sales Tax Program is comprehensive.

Our management approach will be tailored to achieve these goals, with flexibility to adapt to evolving needs — whether pursuing new federal grants or adjusting for market conditions. ICE’s philosophy is rooted in proactive planning,

stakeholder engagement, and practical solutions.

**Jasper County can be confident that our Team “gets it” and will keep the County’s best interests at the forefront of every decision.** We have the local knowledge, insight, and forward-looking vision needed to shepherd this program to success.

# *Project* **MANAGEMENT**

## **Program Management Foundation**

As Program Manager, ICE will establish a strong project management framework from day one. Our first task will be to integrate with Jasper County's Team and act as an extension of County staff. We will have our Project Manager and key staff work hand-in-hand with County staff and officials. We will first assist the County in obtaining **Local Public Agency (LPA) certification** with SCDOT. This is a crucial step to enable Jasper County to self-manage projects that involve state and federal funding.

ICE has several former SCDOT management on staff and is well-versed in SCDOT's LPA requirements. Our Team includes professionals who have developed and implemented LPA procedures. We will guide the County through the application, training, and compliance process so that the County gains the authority to let and oversee projects on state highways using local funds.

Achieving LPA status early will save time and money later by streamlining coordination with SCDOT on projects like the US 278 corridor and I-95 interchanges.

Next, ICE will prepare a detailed and comprehensive **Program Management Plan (PMP)** that will serve as the playbook for the entire sales tax program. This document will outline governance, communication protocols, public information, reporting and, risk management strategies, quality control measures, and every aspect of program execution. For example, the PMP will establish protocols for a clear hierarchy of decision-making (so minor design adjustments do not require full Council approval, for instance) and will define how changes in project scope or schedule are evaluated and approved.

Cost estimates will be reviewed, vetted, and updated annually, as this is key to keeping pace with market trends and avoiding budgets being busted seemingly without reason. It will also include a public involvement plan (developed in concert with the County PIO and stakeholders) to ensure citizens stay informed about progress, public meetings, and road work schedules.



## Master Scheduling and Quick Wins

Schedule and phasing management is a critical element ICE brings to Program and Project Management. We will develop and maintain a **Master Program Schedule** that sequences all projects over the 15-year period, considering logical priorities, dependencies, and funding flows. Our scheduling experts will use software tools, such as Microsoft Project, to integrate individual critical path method project schedules into a program-wide Gantt chart that clearly shows and tracks critical tasks and deadlines as well as design and construction timelines for each road project and the timeline for Greenbelt acquisitions and improvements. This schedule will be a living document, updated continuously and reviewed in bi-weekly coordination meetings.

Early in the program, ICE will help Jasper County prioritize **“quick win” projects** – those that can be initiated and completed in the first few years (such as intersection improvements or urgent safety fixes) – to show immediate results to the public. Concurrently, we will launch the design of larger projects (such as

the Argent Blvd widening and other major widening projects) so that those can enter construction by 3-5 years with the aid of bond financing, as needed.

We will recommend staggering projects to avoid overloading local traffic detours or the construction labor market at any one time. Our approach to phasing will ensure that each year of the program yields tangible improvements, while maintaining manageable workloads.



US 278 Corridor – Phase 1

## Risk Management and Early Mitigation

ICE’s Project Managers will convene weekly update meetings with design consultants and contractors once projects are active and monthly status meetings with County leadership and the Advisory Committee to review high-level progress or at frequencies as directed by the County. A cornerstone of our project management approach is risk management.

ICE will lead a **cost-risk analysis workshop** for each major project at the conceptual stage. In these workshops, we will bring together subject-matter experts (design engineers, environmental scientists, utility coordinators, etc.) to brainstorm potential risks – e.g., unforeseen wetlands increasing permitting time on a road widening, or utility relocations adding costs and delays – and assign likelihood and cost impacts to each. This process, which ICE has successfully used on large highway projects, results in a **“risk-adjusted”** cost and schedule that can help condition expectations and avoid unpleasant surprises.

By quantifying risks early, we can develop contingencies and mitigation plans (such as scheduling certain activities in dry season to minimize environmental delay or bundling utility relocations into the construction contract to maintain control). This proactive approach sets ICE apart – **rather than reacting to problems, we anticipate and neutralize them to keep the program on track.**

## Stakeholder Coordination

ICE's project management team will emphasize **proactive stakeholder coordination** and communication through the program.

We recognize that successful delivery involves many parties including:

- ▶ County Departments
- ▶ SCDOT
- ▶ Municipalities (Hardeeville & Ridgeland)
- ▶ Utility Companies
- ▶ Property Owners
- ▶ Regulatory Agencies
- ▶ The General Public

To maintain alignment across all groups, our Project Management Team will establish **dedicated coordination channels** tailored to each stakeholder's needs.

### SCDOT Coordination:

We will hold quarterly meetings with SCDOT to review the status of projects on state route. These meetings will ensure that project plans meet SCDOT standards and that required approvals are secured on schedule—preventing administrative delays and streamline delivery.

### Municipal Coordination (Hardeeville and Ridgeland):

We will meet regularly with the City of Hardeeville to coordinate on projects within or near city limits—such as the US 17/321 intersection upgrades and Argent Boulevard improvements. These discussions will incorporate local input on design elements and ensure traffic management plans minimize impacts on daily life and commerce.

Similarly, ICE will coordinate closely with Ridgeland leadership on projects that affect their jurisdiction to ensure local needs and concerns are addressed early in the design and construction process.

### Emergency Responders and School District Coordination:

ICE will assist County staff in maintaining direct contact with emergency responders and school officials during project planning and construction phasing. We will work to ensure that emergency routes are preserved, detours are clearly communicated, and school bus operations remain safe and efficient throughout construction activities.

### *Berkeley County Sales Tax Ribbon Cutting Ceremony*





## Public Outreach and Communication

ICE's public involvement efforts will be led by TMS, a trusted communications partner on our Team. Their work will ensure that Jasper County citizens remain informed, engaged, and supportive throughout the life of the Transportation Sales Tax Program.

### **Public Meetings and Community Engagement**

TMS will organize public information meetings at key project milestones, such as during concept planning phases and prior to the start of major construction activities. These sessions will provide opportunities for residents to offer feedback, ask questions, and stay involved throughout program delivery.

### **Program Website and Public Portal**

We will develop and manage a dedicated Program Website and Public Portal to serve as the central information hub for all project activities. This will feature:

- ▶ Project Updates and Announcements
- ▶ Interactive Maps
- ▶ Construction Timelines
- ▶ Financial Summaries
- ▶ Public Comment and Feedback Tools

### **Social Media and Targeted Outreach**

To complement the website, TMS will implement regular social media updates and targeted outreach materials designed to keep a broad audience informed. These communications will help tell the story of the program clearly and compellingly, reinforcing transparency and building public trust over the course of the multi-year effort.

### **ICE's Integration Role**

ICE's program management team will fully integrate public outreach activities into the broader management strategy, ensuring that transparency, open communication, and accountability are maintained throughout every phase of the Transportation Sales Tax Program.

## *Program and* **FINANCIAL MANAGEMENT**

### **Big-Picture Financial and Schedule Oversight**

Managing a **\$470 million program** requires meticulous financial and schedule oversight, along with a big-picture perspective on how all the moving parts fit together.

ICE's approach will ensure that **every dollar of the Transportation Sales Tax is maximized and accounted for**.

We will handle the program's finances with the **same care as we would our own**—exercising **fiscal discipline, transparency, and strategic planning** to deliver projects on time and within budget.

### **Budget Setup and Financial Reporting**

We will work with the County Finance Department to set up **budget accounts for each project** and for overall program administration. As invoices come in – from design consultants, contractors, land purchases, etc. – they will be logged against the respective project budgets in real-time. Our financial analysts will generate monthly financial reports that summarizing:

- ▶ **Expenditures to date**
- ▶ **Percent of budget used**
- ▶ **Remaining funds per projects**

These reports will be tailored for different audiences:

- ▶ **Detailed versions** for County Finance staff
- ▶ **High-level summaries** for the Advisory Committee and the public, ensuring **financial transparency at every level**

#### **Setup and Forecasting**

Create project-specific budget accounts, forecast revenue, and align funds with project phasing.

#### **Real-Time Tracking**

Log invoices against live budgets and generate monthly reports showing expenditures, % used, and remaining balance.

#### **Cost Controls**

Establish cost targets, manage consultant pricing, and bundle projects strategically to maintain efficiency and value.

#### **Audits and Reporting**

Support annual audits and prepare public-facing financial summaries with clear charts and plain-language insights.

## Sales Tax Revenue Management and Cash Flow Planning

ICE is very familiar with the revenue mechanics of local option sales taxes. Jasper County's tax will have a **defined lifespan of no more than 15 years** and will collect up to **\$470 million** (or cease when that amount is reached). We will work with the County to **develop conservative revenue projections** each year, likely in consultation with the State Department of Revenue data. Knowing the expected cash flow, we will help plan how to **phase projects accordingly**.

Strong cost management is essential throughout design and construction. Some years will see spikes in construction spending, whereas sales tax revenues accrue steadily. ICE will develop and periodically **update cost-loaded schedules** for each project to determine anticipated cash needs. ICE will use this as the basis to assist the County in determining when it may be appropriate to bond up to the approved \$150 million to save on escalating construction costs. For example, we anticipate the County being able to **pay-as-you-go during the first two years** of the program.

Getting design contracts in place and the design phase underway and finalized will be a relatively minor funding need when compared to the construction phase, which is the most expensive and last phase of the project delivery. We will develop a **15-year cash flow model** that plots out sources and uses of funds, ensuring that the program **never faces a funding shortfall**.

**"More Value per Penny:** Through aggressive pursuit of grants and smart project phasing, ICE will **stretch Jasper County's Penny Sales Tax** further – delivering more improvements without more cost"

## Cost Control Strategies

Cost control is another essential aspect of our financial management. ICE will enforce **strong cost management practices** from design through construction.

In design, we will **set cost targets** for each project (based on the referendum estimates and our refined cost-risk analyses) and challenge design consultants to stay within those targets. We will **review design decisions for cost efficiency** – for instance, evaluating whether a 5-lane section can transition to 4 lanes sooner to save costs without impacting traffic or using retaining walls strategically to reduce right-of-way acquisition.

During construction procurement, ICE will assist the County in **packaging projects in a way that achieves economics of scale** and attracts competitive bids (perhaps bundling smaller projects together or separating specialty work into different contracts to get the best pricing). We will provide **independent engineer's estimates** for each construction project being bid and may need to negotiate to keep contractor prices reasonable.

## Rigorous Change Order Management

Every change will be **evaluated for necessity**, and we will seek **cost recovery or value engineering** options to offset any added costs. By having a full program view, we can sometimes offset cost increases on one project with savings on another. For example, if Project A comes in under budget, we can reallocate those funds to Project B if needed, with County approval. We will recommend developing and maintaining a **program contingency fund**, if feasible (essentially a reserve from within the \$470M) to handle unforeseen costs, and we will only dip into it with proper justification and after exhausting other avenues.



Mitchell Metts, Principal-in-Charge

## Grant and Additional Funding Support

A distinguishing feature of ICE's approach is our commitment and strategy to **identify additional funding sources** to stretch leverage and maximize the County's sales tax dollars.

The referendum's success positions Jasper County as an excellent candidate for matching grants – many state and federal grants look for local commitment, which the sales tax demonstrates.

ICE will actively seek grants (like **USDOT's RAISE or INFRA** grants, **South Carolina State Infrastructure Bank** opportunities, or **FEMA resilience grants** for road improvements in flood-prone areas). We will work with the County to prepare compelling grant applications. We will use our knowledge of the projects to emphasize regional significance (for US 278, for example) or safety benefits (for rural road improvements).

If successful, these grants could fund portions of projects, freeing up local funds to cover more scope or additional projects. ICE is very familiar with federal requirements and will guide the County accordingly, should a federal grant be obtained.

## Financial Compliance and Reporting

Identifying other funding sources will extend the program's impact far beyond what the sales tax alone could achieve. On the administrative side, ICE will ensure strict compliance with financial regulations and reporting requirements unique to other funding sources. We will assist the County during the annual independent audits by keeping immaculate records and documentation for every transaction.

Our Team will assist the County by providing any **needed project documentation** so that auditors (and the public) can easily verify that funds were spent in accordance with the referendum's intent. We will also help draft the annual report to the County Council and the public, which the Advisory Committee can present, documenting progress and expenditures in an accessible format. ICE's experience preparing similar reports for other county programs means we know how to communicate the program's financial health clearly, using charts, tables, and plain language summaries.

## Summary

ICE's **Program and Financial Management approach** is characterized by comprehensive oversight, strategic financial planning, and unwavering public transparency. Jasper County's citizens will be able to see that their money is managed by professionals who care about value and accountability. Success for us means delivering all promised projects within the \$470 million—or even doing more—by smart management and leveraging funds. ICE's track record of effective program controls and financial stewardship will be a tremendous asset to Jasper County.

## *Project Planning, Scoping,* **AND CONCEPTUAL DESIGN**

### **Laying the Groundwork with Purpose and Clarity**

For successful design and construction, good planning is essential. ICE's approach to Project Planning, Scoping, and Conceptual Design will set each project up for success by clearly identifying objectives and ensuring that we utilize the first principles of thinking: ***"Begin with the end in mind."***

In this early phase, our Team will work closely with Jasper County, SCDOT, municipalities and other stakeholders to define each project's objectives, explore alternatives, and resolve the final scope, budget, and schedule – all while considering environmental and community factors from the outset.

### **Project Scoping Reports That Define Scope, Needs, and Expectations**

For each transportation project in the program, ICE will develop a detailed **Project Scoping Report (or Project Planning Report)**. This report will be a foundational document that compiles all key information and decisions about the project at the concept stage.

Per the RFQ expectations, our Conceptual Design Team will include in these reports:

- ▶ **Draft Purpose and Need Statement** (identifying why the project is needed, e.g. relieve congestion on SC 170, or improve safety at a skewed intersection);
- ▶ A detailed **Project Description**;
- ▶ Proposed **Design Criteria** (design speed, typical section width, design standards);
- ▶ A sketch-level Conceptual Design layout (plan view of road improvements, preliminary alignment or widening footprint and typical sections);
- ▶ The Project Extents (location, area, and length);
- ▶ An **Environmental Constraints overview** (identifying wetlands, historic properties, endangered species habitats or other concerns in the area);
- ▶ An initial determination of the **required NEPA level** (e.g. Categorical Exclusion vs. Environmental Assessment) and any likely environmental permits needed;
- ▶ A **Utility Coordination overview** (noting which utilities are present and potential conflicts);
- ▶ Potential Easement and Right of Way needs, based on concept plans;
- ▶ A preliminary Cost Estimate (itemized to the extent possible, including contingencies informed by the risk analysis);
- ▶ A projected critical-path Schedule for design and construction

The report will serve as a one-stop reference for County officials, the Advisory Committee, and other stakeholders. ICE will seek County approval before development, incorporate review comments, and finalize the report for public release.



## Holistic, Multidisciplinary Scoping

What sets ICE apart in this stage is our experienced and **holistic approach to project scoping**. This will be key to **avoiding confusion and misunderstandings**, and enable us to set and meet, or exceed expectations. We do not just consider the engineering – we also consider **community input, environmental stewardship and realistic permitting timeframes, right-of-way impacts and acquisitions**, and **constructability** from the beginning.

Our Team will organize **field visits and charrettes** for each major project, bringing together engineers, environmental scientists, and utility experts to walk the project area (physically or via maps and Streetview) and **identify issues early**. For example, on the SC 46/170/315 intersection project, our scoping Team will coordinate with both SCDOT and local engineers and planners because this project could significantly alter traffic patterns at a key junction between Jasper and Beaufort counties.

We will **evaluate different conceptual layouts** with County staff (perhaps a roundabout vs. a signalized realignment) and weigh them against the project goals of capacity and safety. For widening projects like US 17 or SC 315, early decisions like which side of the existing roadway to widen on (or whether to add lanes symmetrically) will impact how many parcels might be affected by proposed right-of-way.

ICE will **generate and compare alternatives** at the conceptual stage, often presenting **options with pros/cons and cost differences** and recommendations to aid decision-making. This way, County leaders and the Advisory Committee can be involved to make informed decisions on the preferred concept that **balance cost, impact, and benefit**.

## Early Public Engagement for Local Support

Another critical aspect at this stage is public involvement, which will be led by our communications partner, **The Merchant Strategy**. While full public meetings may occur later during design, our Team believes in **early and meaningful engagement**—especially for projects that have a direct impact on communities, such as the reconstruction of Levy Road through residential areas.

ICE and The Merchant Strategy will take the lead in engaging residents, local leaders, and property owners early in the scoping phase through **meetings, small workshops, or neighborhood listening sessions**, and can develop website information and surveys or questionnaires to poll the affected community and quantify the inputs received so that the County leaders understand the public's desires. These interactions are vital for capturing community priorities and building support—whether it is concerns about speeding, access, or preserving neighborhood character—which can then be reflected in the conceptual design.

## Environmental Planning Integration to Minimize Delays

ICE's approach also emphasizes **environmental planning integration**. Our environmental Team will perform **desktop environmental screenings** during scoping. Using GIS data, we will map wetlands, floodplains, endangered species ranges, cultural resources, etc., relative to each project.

If a planned road widening on US 17 looks like it could encroach on a marsh, we will note the permitting requirements and consider design options (like bridging or shifting alignment) to minimize impacts. By identifying environmental red flags early, we can often streamline the NEPA process later.

In one case, an ICE environmental planner discovered a historical site near a planned bridge project during the planning phase – we adjusted the alignment by a few yards and avoided what would have been a lengthy Section 106 historic review.

For Jasper County's projects, we will similarly strive to **avoid or minimize impacts at the conceptual stage**, saving time in permitting. The planning reports will clearly list anticipated permits (e.g., a Nationwide Permit from the Army Corps for a particular culvert extension), so the County is aware of the likely environmental steps for each project upfront.

## Data-Driven Conceptual Design

**Innovative conceptual design** is another strength ICE brings. We employ advanced tools like traffic simulation software (Synchro/ SimTraffic, VISSIM) during planning to test and present to decision makers how different design concepts will perform.

For example, for the **US 278 corridor widening**, we can simulate future traffic with and without certain improvements (such as added turn lanes at key intersections or innovative intersection designs) to ensure the concept we pursue will truly alleviate congestion and meet project objectives.

We also consider **constructability and maintenance of traffic** in our concepts – how to build the project without creating additional traffic burdens for those who have to use the road. It might influence whether we build new lanes to one side first or expand symmetrically. Our construction experts weigh in early so that our conceptual designs are realistic and buildable.

## The Outcome: Clarity, Speed, and Confidence

At the conclusion of the planning and conceptual phase, Jasper County will have a **clear roadmap for each project: a defined scope, a baseline schedule, and budget, and documented considerations of environment and utilities**. This creates a solid foundation on which designs can proceed at speed. By investing time and expertise in thorough project scoping, ICE will help **avoid indecision and scope creep** and **minimize surprises** later.

Our approach in this phase is essentially about **de-risking the projects early in the program**—clearing the path forward so that design engineers, contractors, and everyone involved know exactly what the goal is and what should be expected.

## Utility

# COORDINATION

## The Challenge of Utility Relocation

Relocating utilities is often one of the most challenging and poorly planned aspects of transportation projects – if not managed well, it can lead to delays, cost overruns, and unhappy stakeholders.

ICE's approach to Utility Coordination is proactive, systematic, and founded on strong relationships with utility companies. Our goal is to **"clear the path"** for each project, like the Pittsburgh Steelers' Mike Webster opening a hole in the defensive line for Franco Harris to run through, by resolving utility conflicts early and efficiently so that utilities do not become the Achilles' heel of Jasper County's Road improvements.

## Program-Wide Utility Communication

Our Utility Coordination Team will begin by notifying all utility owners in Jasper County (and the surrounding region, since some infrastructure like telecom or gas lines might traverse the area) about the passage of the sales tax program and the upcoming projects. Early communication sets a collaborative tone.

We will provide them with maps and descriptions of the project corridors and request information on their existing facilities in those areas. ICE has a database of utility contacts (and we will augment it with local knowledge from County staff who know which companies operate where).

The utility owners will be invited to a Utility Coordination Kickoff Meeting where we introduce the program (projects and schedules), establish points of contact and lines of communication, and emphasize that we want to work together to minimize impacts – this meeting helps get buy-in and puts faces to names, fostering partnership rather than adversarial interactions.

## Project-Level Coordination Framework

For each individual project, ICE will follow a structured utility coordination process (aligned with SCDOT's Utility Accommodation policies and any local protocols). Key steps include:

## Subsurface Utility Engineering (SUE)

We will arrange for SUE services (using a qualified subconsultant if needed) to accurately locate underground utilities in the project areas. **Quality Level B** (designating) and **Quality Level A** (test holes) data will be obtained for critical conflict points.

This precise information allows us to plot utilities on the design plans and identify conflicts with proposed construction (for example, a water line that runs exactly where a new storm drain is planned). By investing in SUE, we avoid nasty surprises during construction like uncharted lines.



## Utility Conflict Analysis

Once we have the existing utility maps and the project's conceptual (and later detailed) designs, ICE will perform a conflict analysis.

We will mark which utilities are in conflict and which might remain in place. For those not impacted, we will obtain letters of **"No Conflict"** from the owners to document that they have reviewed the plans and foresee no issues. For utilities that are impacted, we categorize the conflicts by severity and type.

## Relocation Strategy Development

ICE acts as the facilitator between the project design team and the utility owners. We will sit down with each utility company (power, water/sewer, telecom, gas, etc.) to discuss the conflicts and brainstorm solutions.

Sometimes, a road design can be tweaked slightly to avoid a utility (for instance, shortening or shifting a culvert to avoid moving a water main). We will pursue those design accommodations where feasible as a first option. Where relocations are unavoidable, we work with the utility to decide new alignments for their lines and coordinate that with the road design.

ICE will prepare utility relocation drawings or markups of the road plans showing where utilities could move to, ensuring they do not clash with other proposed relocations. We also coordinate between utilities – for example, if the power company needs to move poles and the telecom has lines on those poles, we facilitate a combined approach so they relocate in concert or perhaps move underground together, etc.

Our utility coordinators will hold regular utility coordination meetings (likely monthly during design phases) to keep all parties informed and working in the same direction.

## Determining Prior Rights and Cost Responsibility

A critical aspect is determining who pays for each relocation. ICE will thoroughly research prior rights – whether the utility has an easement or was there by permit – to establish if the County (project) is responsible for relocation costs or if the utility must cover it.

This can be complex, but our Team's experience with utility agreements and a long history of SCDOT projects will ensure Jasper County does not overpay for relocations. For utilities without prior rights (i.e. in public right-of-way by permit), we will obtain no-cost agreements where the utility owner agrees to move at their own expense. If a utility does have prior rights (e.g., an easement that predates the road project), then the project may need to fund the relocation – in those cases, we will negotiate utility agreements that clearly outline the scope and cost, and we will seek ways to minimize that cost (perhaps by including the relocation in the road contractor's work for efficiency, or standardizing materials).

We will explore in-contract utility relocation for cases where it makes sense – meaning the road contractor would perform the relocation as part of the highway contract. This can sometimes be faster and cheaper, especially for smaller utilities, and we will coordinate such arrangements with the utility owners as needed.

## Relocation Schedule and Execution

Once plans are settled, we will push for utilities to relocate ahead of or during construction in a timely manner. ICE will create a Utility Relocation Schedule that is coordinated with the project construction schedule. We will monitor progress closely.

Our Team will serve as on-site liaisons during relocation work, resolving any field issues (for instance, if a buried cable is found slightly off its assumed location, we work out a quick field adjustment with the designer and utility crew). By keeping a close eye, we ensure relocations happen as planned.

## Documentation and Close-out

ICE will maintain detailed logs of all utility coordination communications, approvals, and agreements.

Before a project goes to construction, we will have a Utility Clearance Letter on file indicating all utilities are addressed (either relocated or protected in place) so that the contractor knows they have a clear site, except for any coordinated work.

## What Sets ICE's Utility Coordination Apart

- ▶ **Persistent, Proactive Communication**

We engage utility providers early—and follow up often—to keep project needs at the top of their priority list.

- ▶ **Strong Industry Relationships**

Our team has long-standing connections with South Carolina utility companies and understands their processes, preferences, and constraints.

- ▶ **Utility-Specific Scheduling Insight**

We plan around utility needs—like telecom providers preferring a single relocation phase with ample notice—so nothing falls through the cracks.

- ▶ **Tech-Enabled Coordination**

We use shared GIS maps, live utility databases, and collaboration platforms to streamline communication and track relocation updates in real time.

## *Construction*

# **ADMINISTRATION**

### **From Plans to Pavement: Delivering with Confidence and Control**

When it comes to turning plans on paper into pavement on the ground, ICE's Construction Administration approach ensures that construction is executed safely, efficiently, and to the highest quality standards. We see Construction Administration as the phase where all the careful planning and design pays off – and we are there every step of the way to protect the County's interests and deliver a successful project. Jasper County's sales tax program will involve many construction contracts over the years, from small intersection upgrades to multi-mile widenings, and even possibly amenities for Greenbelt projects. ICE's seasoned CEI Team will oversee these with a consistent, rigorous methodology.

### **Pre-Construction Services**

Our involvement in construction starts even before a contractor breaks ground. ICE will assist Jasper County with bid package preparation and procurement for each project. We will ensure the construction documents (plans, specifications, contract provisions) are clear, biddable, and reflective of the County's requirements. In particular, we will incorporate any necessary local provisions such as traffic management constraints (e.g., no lane closures during peak hours on US 278) and DBE participation goals. We will support the County's procurement process by conducting pre-bid meetings, answering contractor questions (issuing addenda as needed), and evaluating bids for completeness and responsiveness. Once a contractor is selected, ICE can facilitate the pre-construction conference to align expectations between the contractor, County, and any third parties (utilities, etc.).

### **Construction Inspection and Oversight**

ICE will provide on-site CEI services for the program's projects, acting as the County's eyes and ears on the job site. Our certified inspectors and resident engineers have extensive experience on SCDOT and local projects, which means they are intimately familiar with roadway construction methods, SCDOT standard specs, and quality requirements. The RFQ allows the Program Manager to perform CEI, and ICE has a full CEI division ready to deploy. For each active construction contract, we will assign a Resident Project Representative (RPR) – a highly qualified engineer or inspector who will be on site daily to inspect the work, coordinate with the contractor, and ensure compliance with plans and specs. Supporting the RPR will be a team of inspectors (scaled to the project's needs – a big widening might have multiple inspectors for structures, earthwork, paving, etc., whereas a small sidewalk project might need one part-time inspector). All our inspectors hold necessary certifications (ACI concrete, NICET, asphalt roadway technician, erosion control, etc.) to test materials and verify workmanship meets or exceeds standards.

## Quality Assurance

ICE will implement a Quality Management Plan for construction. This includes detailed daily inspection reports (documenting weather, work performed, manpower, equipment, materials, tests, etc.), material sampling and testing protocols (ensuring, for instance, that asphalt delivered meets mix design and density requirements), and prompt issue tracking. If any deficiencies are observed – say concrete that does not meet strength or a curb that is not to line/grade – our Team will flag it and ensure the contractor corrects it, either by repair or replacement, at no cost to the County. Our philosophy is “build it right the first time,” and we work closely with contractors to achieve that. However, if issues arise, we are resolute in enforcing the contract.

## Contract Administration and Compliance

ICE’s construction managers will handle the myriad of administrative tasks that come with construction. We will review the contractor’s baseline schedule and monitor schedule updates, verifying that sufficient progress is being made. If a contractor falls behind, ICE will proactively engage them with recovery plan discussions to mitigate delays. We will process submittals and shop drawings – reviewing contractor submissions (or forwarding to the design engineer when technical) in a timely manner so as not to hold up work. Our Team will also evaluate change order requests – only those merited by unforeseen conditions or minor owner-directed changes will be recommended, and we will negotiate fair pricing using our cost estimate skills and by analyzing contractor provided breakdowns.

An important part of contract administration is pay application review. ICE will thoroughly check the contractor’s monthly pay requests against field progress. We will verify that claimed quantities of work were indeed installed and meet specifications before recommending payment. This protects the County from overpayment and ensures the pay reflects true progress (which ties into our budget tracking for the program).

## Safety and Environmental Oversight

Safety oversight is another duty – we will monitor that the contractor is following OSHA regulations and project-specific safety plans. For example, on a roadway project, we will continuously check that proper traffic control (signs, cones, flaggers, if needed) is in place to protect both workers and the traveling public. If we see any unsafe conditions, our inspectors are empowered to immediately require corrections or pause work if necessary. Safety is non-negotiable in our approach.

Environmental compliance during construction will also be watched. Jasper County’s beautiful environment must be protected even as we build roads. ICE inspectors will ensure that erosion and sediment control measures (silt fence, construction entrances, etc.) are properly installed and maintained, and that there are no violations of environmental permits (like improper wetlands disturbance or turbidity in streams). We document these inspections and any corrections, keeping the project in good standing with regulators.

## **Traffic and Stakeholder Coordination**

Traffic and stakeholder coordination during construction is something ICE will actively manage. Construction can be disruptive – lane closures, detours, noise – and we will minimize those impacts through careful coordination. Our Construction Team will send out weekly look-ahead schedules to stakeholders (schools, emergency services, public via website) to inform them of any significant traffic impacts coming. We will coordinate with SCDOT District traffic engineers for any required lane closure approvals on state routes. If work is occurring in a neighborhood (like Levy Road reconstruction), we might go door-to-door beforehand with flyer's, so residents know what to expect and whom to call. The program web site will be frequently updated for project construction information. Because we were involved from the start, our Team will be familiar faces, maintaining trust built during the earlier phases.

## **Final Close-Out and Continuous Improvement**

Closing projects out properly is the last step of our construction administration. ICE will ensure punch list items are addressed thoroughly, and we will not recommend final acceptance until everything is completed to standards. We will gather all as-built drawings (surveys and redlines from the contractor) and deliver organized project files to the County for maintenance records. We will also verify all warranties and guarantees are in place for materials or equipment. A successful close-out also includes reflecting on lessons learned – ICE does post-project reviews to capture any insights that can be applied to future projects in the program (continuous improvement).

## **Why ICE's Construction Approach Works**

What sets ICE apart in Construction Administration is our depth of experience and commitment to timely, on-budget delivery without sacrificing quality. We have managed construction on interstate interchanges with multi-year schedules and on small sidewalk jobs – in all cases, we treat the project as if we are the owner. Our construction managers are adept at problem-solving on the fly. For instance, if unexpected poor soil is found (something that can happen in the Lowcountry), we quickly convene with geotechnical engineers and propose solutions (undercut and backfill, soil stabilization, etc.) to keep the job moving – all while negotiating costs so the County is not blindsided.

Finally, we recognize that Jasper County's program will run for many years, and construction technology and methods evolve. ICE stays at the forefront of industry practices – whether it is new materials, accelerated bridge construction techniques, or improved project management software. We will continuously improve our construction administration approach by adopting proven innovations that can save time or money for the County.

In summary, ICE's Construction Administration approach is to ensure that plans translate to successful projects on the ground. Through diligent oversight, effective communication, and a solutions-driven mindset, we will deliver each project to Jasper County's expectations. When a project is finished – say a widened Argent Boulevard is opened to traffic, or a new park is opened along the Savannah River – we want the County and its citizens to celebrate not just the end result, but also to be proud of staff, to look back and say, "That project went very smoothly." Our approach will make that outcome the rule, not the exception.

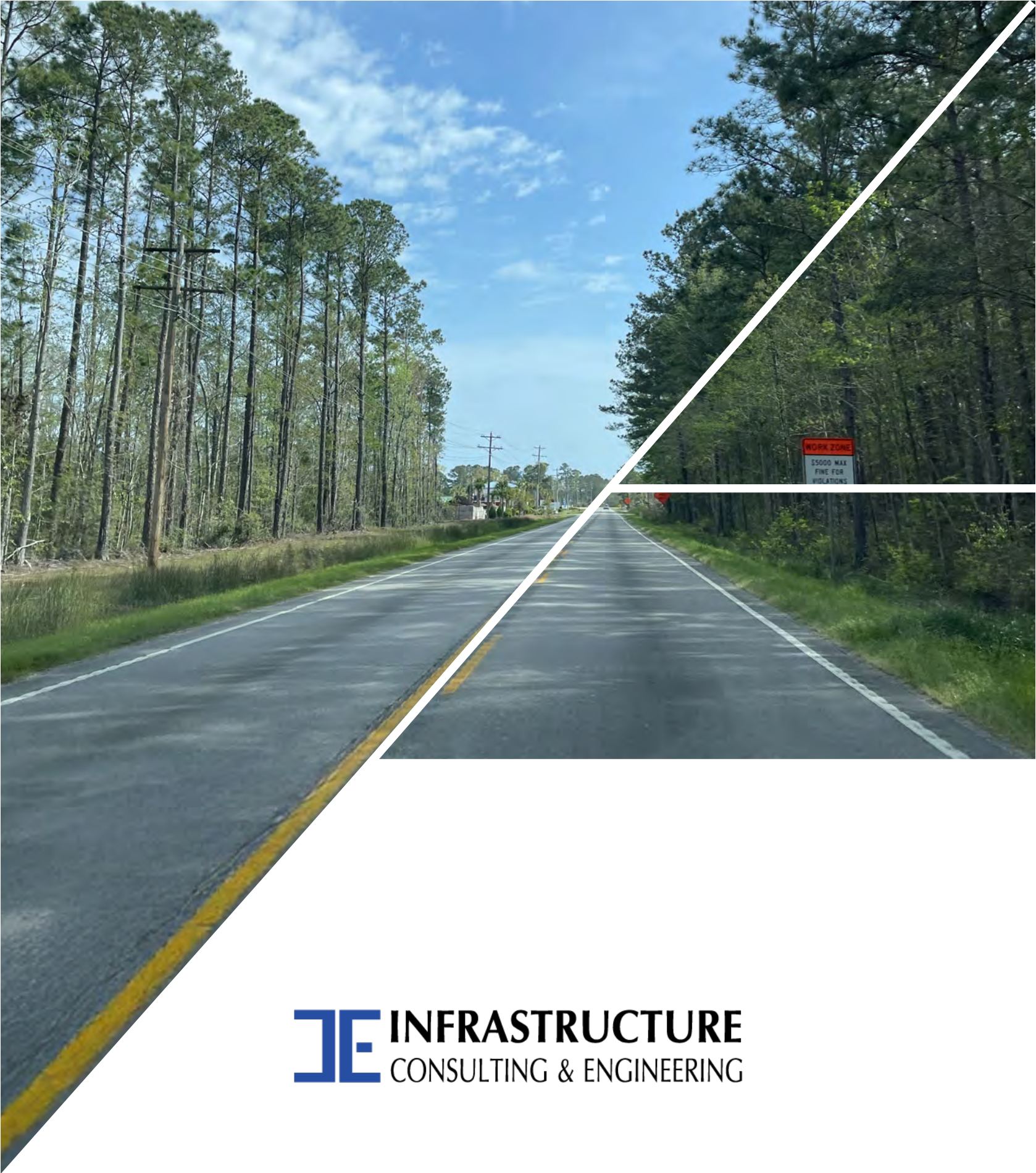
## Conclusion: A Trusted Partner for a Transformative Program

Jasper County's Transportation Sales Tax Program is ambitious and transformative. It requires a Program Manager with vision, experience, and dedication equal to the task. ICE's proposed approach – rooted in best practices and customized for Jasper County – will ensure the program's success from planning through construction. We will manage the big picture without losing sight of the details, always guided by the principle that this program is for the people of Jasper County. Our narrative-driven and collaborative style of management will keep everyone – officials, stakeholders, and citizens – on the same page and informed of the progress and value being delivered.

By choosing ICE, Jasper County gains a partner who has the technical knowledge, the local and regional experience, and the passion to deliver. We will turn the list of projects and initiatives approved by the voters into a legacy of safer roads, stronger communities, and protected landscapes. ICE is ready to begin immediately, and we are committed to seeing the program through to its successful completion. Together, let's build the future of Jasper County – one road, one bridge, one green space at a time – and do it with excellence and integrity.







**IE** INFRASTRUCTURE  
CONSULTING & ENGINEERING

## July 2025

\*This schedule is for the Planning Phase, based on a Notice To Proceed of September 1



| Task Description                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DELIVERABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2025                 |    |    |    | 2026 |    |    |    | 2027 |    |    |    | 2028 |    |    |    | 2029 |    |    |    | 2030 |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|----|----|----|------|--|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | September            | Q4 | Q1 | Q2 | Q3   | Q4 | Q1 | Q2 | Q3   | Q4 | Q1 | Q2 | Q3   | Q4 | Q1 | Q2 | Q3   | Q4 | Q1 | Q2 |      |  |
| ★                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| PLANNING PHASE                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| ICE FEE                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Task 1 – Program Management Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.a.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Assist the County in obtaining Local Public Agency (LPA) status with South Carolina Department of Transportation (SCDOT) and compliance with LPA.                                                                                                                                                                                                                                                                                                                                                                                                                  | 1/31/2026            |    | ★  |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Coordinate, manage, and review Project plans, technical reports, specifications, and estimates prepared by project design consultants providing professional services to the County, for consistency with contract budgets, schedules, scope of work, design criteria, and applicable standards. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                             | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.c.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Update Project cost estimates (25) annually                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 12/31/2025           |    | ★  |    |      | ★  |    |    |      | ★  |    |    |      | ★  |    |    |      |    | ★  |    |      |  |
| 1.d.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Prepare independent cost estimates for Project professional services and assist the County with scope, schedule, and fee negotiations with Project design consultants, also to include the civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                                      | 12/31/2025           |    | ★  |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.e.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Review Project design consultant invoices for accuracy, compliance with contract terms, and progress of the work. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                                                                                            | Monthly              |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.f.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Conduct meetings, monitor design progress, and keep the County informed of each Project's status. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                                                                                                            | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.g.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Coordinate with municipalities, environmental agencies, and other project stakeholders as applicable to secure necessary approvals and permits prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                            | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.h.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Ensure that all necessary permits and environmental approvals are obtained prior to letting a Project for construction. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                                                                                      | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.i.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Ensure that all rights and easements necessary for the project are acquired prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                                                                                               | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.j.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Ensure that all utility coordination activities necessary to facilitate project construction have been performed prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                                                          | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.k.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Perform technical, constructability, and maintainability reviews, including life cycle costs, accessibility, equipment clearance, etc. prior to the construction letting. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                                    | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.l.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Responsible for overseeing the preparation of construction bid documents by the project design consultants, including the review of plans, specifications, estimates of quantities, bid schedules invitations to bid or request for proposals that shall comply with the County procurement code. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                            | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.m.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Conduct pre-bid meetings, review bids, and advise the County through selection and contract award process. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                                                                                                   | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.n.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Coordinate and/or conduct value engineering studies and recommendations as may be requested to reduce construction costs. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                                                                                    | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.o.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Review and maintain project related correspondence and files. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                                                                                                                                                | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 1.p.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Perform public outreach activities including public meeting facilitation, mailer and handout design, coordinate response to public comments and meetings, or as required. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                                    | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Task 2 – Program and Financial Management                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.a.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Provide a written monthly Program Status Report for County staff and Council, due by 12:01p.m. local time on the 15th of each month.                                                                                                                                                                                                                                                                                                                                                                                                                               | 15th of each month   |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.b.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Attend all meetings associated with the program as directed by the County.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.c.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Prepare a Program Management Plan that will serve as the playbook for the entire sales tax program. This document will outline governance, communication protocols, public information and reporting strategies, risk management strategies, quality control measures, and every aspect of program execution.                                                                                                                                                                                                                                                      | 12/31/2025           |    | ★  |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.d.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Prepare a Master Program Schedule that sequences all projects over the 15-year period, using logical priorities, dependencies, and funding flows. The master schedule shall integrate individual critical path method project schedules into a program-wide Gantt chart that clearly shows and tracks critical tasks and deadlines a for the design, right of way acquisition, permitting, and construction for all projects within the program and the timeline for Greenbelt acquisitions/improvements. This will be updated quarterly and as projects progress. | 3/31/2025            |    | ★  |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.e.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Develop and maintain a Program Financial Plan to forecast Program revenues, project expenditures, and cash balances. The financial plan shall be in accordance with the CIP and the Consultant will participate in the County's annual CIP planning process. Revenue and cash reports will be County derived and maintained.                                                                                                                                                                                                                                       | 12/31/2025           |    | ★  |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.f.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Provide quarterly financial reports to include revenues, encumbrances, and expenditures, due 30 days after the end of the quarter, using data provided by the County Finance Department.                                                                                                                                                                                                                                                                                                                                                                           | 30 days past Quarter |    | ★  |    |      |    | ★  |    |      |    |    | ★  |      |    | ★  |    |      |    | ★  |    |      |  |
| 2.g.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Develop and implement a Public Involvement Plan which shall include a Program website, strategic use of social media, holding public meetings as requested to provide accurate, up to date project information to the citizens of Jasper County. This shall include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                             | 12/31/2025           |    | ★  |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.h.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Develop and manage a dedicated Program Website, hosted and maintained by the Consultant with a link to/from the County's web site, to display program information, project updates, interactive maps, timelines, and financial summaries, FAQ as well as an option for citizens to ask question or provide input.                                                                                                                                                                                                                                                  | 12/31/2025           |    | ★  |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.i.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Develop and implement a project Data Management System that provides readily accessible, complete, and well-organized files for each project.                                                                                                                                                                                                                                                                                                                                                                                                                      | 12/31/2025           |    | ★  |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.j.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Provide the County with recommendations for the timing and amount of bond issuances, based upon the Program Financial Plan.                                                                                                                                                                                                                                                                                                                                                                                                                                        | 3/31/2026            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.k.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Review and recommend methods to maximize efficiency and achieve economies of scale in the procurement of projects.                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Annually             |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.l.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Develop consistent Design Criteria, standards, and specifications for use on projects developed by the Program where needed due to no available or applicable SCDOT design criteria or SCDOT standard specifications.                                                                                                                                                                                                                                                                                                                                              | 12/31/2025           |    | ★  |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.m.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Investigate and recommend available Grant Opportunities on behalf of the County.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Ongoing/Annual       |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.n.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Assist with document production related to Freedom of Information Act (FOIA) requests and other requests for information as applicable.                                                                                                                                                                                                                                                                                                                                                                                                                            | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.o.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Assist with the development of encroachment permits, intergovernmental agreements (IGA), memorandums of understanding (MOU), memorandums of agreement (MOA) and financial participation agreement (FPA) to facilitate coordination with the SCDOT, South Carolina State Infrastructure Bank (SCSIB) and other applicable parties as needed.                                                                                                                                                                                                                        | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.p.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Determine a method to evaluate project risk and cost, conduct risk analysis as needed, and make recommendations based on analysis. (Risk Analysis per SOQ)                                                                                                                                                                                                                                                                                                                                                                                                         | 12/31/2025           |    | ★  |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 2.q.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Conduct bid analysis/evaluation of bids or prepare cost estimates for comparison when appropriate. Provide engineers probable opinion of cost when requested.                                                                                                                                                                                                                                                                                                                                                                                                      | As-Needed            |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| PROJECT SPECIFIC SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Project Planning, Scoping, and Conceptual Design                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Establish the scope of improvements, cost estimates, and baseline cost-loaded schedules for each project including the following subtasks. This would include civil site improvements associated with the Greenbelt Initiatives.                                                                                                                                                                                                                                                                                                                                   | 1/31/2026            |    | ★  |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| A. Development of Conceptual Project Design                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| Perform feasibility and initial constructability review of a conceptual design and scope of each project. Provide baseline costs and schedule, to include design, right-of-way, construction, utility coordination, utility relocation, and permitting.                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| The conceptual designs shall be developed in accordance with the South Carolina Department of Transportation (SCDOT) Highway Design Manual and the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets".                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |
| Conceptual designs shall be developed on aerial photography and available GIS. Design features to be illustrated shall include the proposed roadway typical sections, roadway alignments, lane configurations, auxiliary intersection turn lanes, and bicycle & pedestrian facilities. The conceptual designs shall be presented on color roll-plots for coordination with project stakeholders and on 11" x 17" size sheets for incorporation into a project planning |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |      |  |





# EXHIBIT D

## FEE PROPOSAL - TRANSPORTATION SALES TAX PROGRAM MANAGEMENT

July 2025

| Task        | Task / Deliverable Description                                                                                                                                                               |                 | Fee                   |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|
| <b>1</b>    | <b>PROJECT MANAGEMENT SERVICES – Hourly Allowance, Includes Project Task Orders</b>                                                                                                          |                 | <b>\$3,000,000.00</b> |
|             | <i>Project specific Task Orders shall be issued and assigned under this as they are activated, each with a refined scope, schedule and fee – Assume 12 projects started in first 5 years</i> |                 |                       |
| <b>2</b>    | <b>PROGRAM AND FINANCIAL MANAGEMENT – Hourly Allowance</b>                                                                                                                                   |                 | <b>\$950,000.00</b>   |
| <b>3</b>    | <b>PROJECT PLANNING, SCOPING, AND CONCEPTUAL DESIGN – Hourly Allowance, Includes Project Task Orders</b>                                                                                     |                 | <b>\$2,000,000.00</b> |
|             | <i>Project specific Task Orders shall be issued and assigned under this as they are activated, each with a refined scope, schedule and fee – Assume 12 projects started in first 5 years</i> |                 |                       |
| <b>4</b>    | <b>UTILITY COORDINATION SERVICES – Hourly Allowance</b>                                                                                                                                      |                 | <b>\$600,000.00</b>   |
| <b>5</b>    | <b>CONSTRUCTION ADMINISTRATION – Hourly Allowance (NOT CEI)</b>                                                                                                                              |                 | <b>\$700,000.00</b>   |
| <b>6</b>    | <b>RIGHT OF WAY ACQUISITION SERVICES – Hourly Allowance</b>                                                                                                                                  |                 | <b>\$700,000.00</b>   |
|             | <b>INDIVIDUAL EARLY DELIVERABLES – TOTAL (Each at LUMP SUM)</b>                                                                                                                              |                 | <b>\$250,000.00</b>   |
|             | Individual Deliverables – Each at Lump Sum                                                                                                                                                   | LS              |                       |
| <b>2.c.</b> | Program Management Plan                                                                                                                                                                      | <b>\$36,000</b> |                       |
| <b>2.d.</b> | Master Program Schedule                                                                                                                                                                      | <b>\$25,000</b> |                       |
| <b>2.e.</b> | Program Financial Plan                                                                                                                                                                       | <b>\$32,000</b> |                       |
| <b>2.g.</b> | Public Involvement Plan                                                                                                                                                                      | <b>\$22,000</b> |                       |
| <b>2.h.</b> | Program Web Site Development and Startup                                                                                                                                                     | <b>\$20,000</b> |                       |
| <b>2.i.</b> | Data Management Plan / System                                                                                                                                                                | <b>\$32,000</b> |                       |
| <b>2.l.</b> | Design Criteria and Standards                                                                                                                                                                | <b>\$15,000</b> |                       |
| <b>2.q.</b> | Risk Analysis Method                                                                                                                                                                         | <b>\$24,000</b> |                       |
| <b>4.a.</b> | Utility Coordination Plan                                                                                                                                                                    | <b>\$20,000</b> |                       |
| <b>6.a.</b> | R/W Acquisition Plan                                                                                                                                                                         | <b>\$24,000</b> |                       |
|             | <b>GREENBELT WORK, UNKNOWNNS and ADD’L SRVCS</b>                                                                                                                                             |                 | <b>\$700,000.00</b>   |
|             | <b>DIRECT REIMBURSABLES</b>                                                                                                                                                                  |                 | <b>\$85,000.00</b>    |
|             | <b>FIRST 5 YEARS – ESTIMATED N.T.E. TOTAL FEE =</b>                                                                                                                                          |                 | <b>\$8,985,000.00</b> |

**Billing & Invoicing**

- Work shall be invoiced Monthly based on actual hours (time & materials) capped by NTEs.
- The attached Hourly Rate sheet (Exhibit E) includes the personnel direct labor rate with a 3.0 multiplier to produce the contract billing rates.
- Unit Lump Sum rates for the individual early deliverables shall be billed at % complete.
- Allowable Reimbursables shall include mileage at the IRS standard business mileage rate, federal per diem for travel greater than 4 hours, reproduction, mailing or delivery services, public meeting and field work incidentals, and shall be billed at cost.
- Sub-consultant fees will not be marked up, but time spent managing sub-consultant contracts shall be billed accordingly.

# EXHIBIT E

## ICE HOURLY RATES

### JASPER COUNTY TRANSPORTATION SALES TAX PROGRAM MANAGEMENT

| ICE HOURLY RATES - JASPER COUNTY TRANSPORTATION SALES TAX PROGRAM MANAGEMENT |                                                 |                                         |                             |                              |
|------------------------------------------------------------------------------|-------------------------------------------------|-----------------------------------------|-----------------------------|------------------------------|
| July, 2025                                                                   |                                                 |                                         |                             |                              |
| Name                                                                         | Job Title                                       | Jasper County Project Role              | July 2025 Direct Labor Rate | Contract Hourly Billing Rate |
|                                                                              |                                                 |                                         |                             | ICE: 3.0 X Direct Labor      |
| Mitchell Metts                                                               | VP of Special Projects                          | Sr. Engineer                            | \$100.96                    | \$303                        |
| Leland Colvin                                                                | Vice President - Special Projects               | SCDOT Liaison                           | \$112.98                    | \$339                        |
| Les Blankenship                                                              | Vice President/Chief Administrative Officer     | Legal Review                            | \$100.96                    | \$303                        |
| Jeff Buckalew                                                                | Program Manager                                 | Project Manager                         | \$79.33                     | \$238                        |
| Bryan McIlwee                                                                | Project Manager                                 | Deputy Project Manager                  | \$75.48                     | \$226                        |
| Alexis McIlwee                                                               | Water Resources Designer                        | Designer                                | \$45.67                     | \$137                        |
| Josh Apsitis                                                                 | Assistant Project Manager                       | Engineer                                | \$61.44                     | \$184                        |
| Barrett Stone                                                                | Vice President & Environmental Services Manager | Sr. Biologist / Environmental Dept Head | \$88.94                     | \$267                        |
| Cody Conner                                                                  | Senior Environmental Specialist                 | Biologist / Environmental               | \$46.96                     | \$141                        |
| Daniel Koon                                                                  | Jr. Environmental Specialist                    | Biologist / Environmental               | \$26.49                     | \$79                         |
| Gus Kretschmer                                                               | Utility Coordinator                             | Utility Manager                         | \$80.22                     | \$241                        |
| Matthew Cox                                                                  | Utility Coordinator                             | Utility Coordinator                     | \$67.50                     | \$203                        |
| Jenny Germuth                                                                | Sr. Transportation Engineer                     | Sr. Designer                            | \$72.12                     | \$216                        |
| Andy Gillis                                                                  | VP of Special Projects                          | Sr. Engineer                            | \$85.58                     | \$257                        |
| Aaron Livingston                                                             | Project Manager                                 | Project Manager / Sr. Engineer          | \$96.15                     | \$288                        |
| Clarke Hinson                                                                | Manager of Roadway Group (Charleston)           | Project Manager / Sr. Engineer          | \$79.33                     | \$238                        |
| Alex Nettles                                                                 | Roadway Engineer                                | Sr. Designer                            | \$68.80                     | \$206                        |
| Preston Felkel                                                               | SC Structures Manager                           | Project Manager / Sr. Engineer          | \$96.15                     | \$288                        |
| Ray Spence                                                                   | Structural Engineer                             | Project Manager / Sr. Engineer          | \$90.48                     | \$271                        |
| Clark Baer                                                                   | Structural Engineer                             | Engineer                                | \$61.15                     | \$183                        |
| Jay Thompson                                                                 | VP - Pavement Consultancy Services              | Project Manager / Sr. Engineer          | \$98.56                     | \$296                        |
| Shilpa Girish                                                                | Pavement Designer                               | Designer                                | \$39.23                     | \$118                        |
| Stuart Timmons                                                               | SC Upstate Design Manager/Hydro Manager         | Project Manager / Sr. Engineer          | \$86.54                     | \$260                        |
| Jordan Bianchi                                                               | Hydro Designer                                  | Designer                                | \$51.49                     | \$154                        |
| Renee Mulholland                                                             | Environmental Planner                           | Biologist / Environmental               | \$65.22                     | \$196                        |
| Henry Phillips                                                               | Sr. NEPA Planner                                | Biologist / Environmental               | \$65.87                     | \$198                        |
| Trinaty Geraurd                                                              | Assistant Project Manager - Special Projects    | Designer                                | \$39.42                     | \$118                        |
| Marc LeMin                                                                   | VP - CM CE&I Services (SC Lowcountry)           | CEI Manager / Sr. Engineer              | \$96.15                     | \$288                        |
| Randy Carraway                                                               | Project Manager                                 | Construction Manager / Sr. Engineer     | \$98.56                     | \$296                        |
| Todd Steagall                                                                | Construction Project Manager                    | Construction Manager / Sr. Engineer     | \$100.48                    | \$301                        |
| Eric Dillon                                                                  | Project Engineer                                | Sr. Traffic Engineer                    | \$82.88                     | \$249                        |
| Craig Nelson                                                                 | Traffic Engineer                                | Traffic Engineer                        | \$58.17                     | \$175                        |
| Lisa Schwartz                                                                | Document Control Manager/Program Coordinator    | Administrative / Data Management        | \$42.39                     | \$127                        |
|                                                                              |                                                 |                                         |                             |                              |
| <b>The Merchant Group</b>                                                    | <b>Public Information Sub-Consultant</b>        |                                         |                             |                              |
| Sharon Merchant,                                                             | Principle                                       | QA / QC                                 |                             | \$200                        |
| Cheryl Scott                                                                 | Public Involvement Officer                      | Project Lead                            |                             | \$150                        |
| Colleen Hackett                                                              | Public Involvement Specialist                   | Project Assistant                       |                             | \$125                        |
|                                                                              |                                                 |                                         |                             |                              |
| <b>RND Consultants</b>                                                       | <b>Right of Way Acquisition Sub-Consultant</b>  |                                         |                             |                              |
| Janice Bergeron                                                              | Principle                                       | QA/QC                                   |                             | \$341                        |
| Nathan Midkiff                                                               | Project Manager                                 | Right of Way Agent Lead                 |                             | \$205                        |
| Renee Bergeron                                                               | Project Engineer                                | Right-of-Way Agent                      |                             | \$115                        |
| Tracy DeFreitas                                                              | Administrator                                   | Right-of-Way Assistant                  |                             | \$125                        |

*Annual escalation of hourly rates shall be allowed per contract in accordance with the Consumer Price Indexing*

Jim Iwanicki, P.E.  
Engineering Services Director  
Jasper County, SC  
623 Live Oak Road  
P.O. Box 1244  
Ridgeland, SC 29936

Date: August 5, 2025

**Subject:**

Fee Justification for Program Management Services – Jasper County Transportation Sales Tax Program

**Overview of Program Scope and Fee Context**

The approved \$376 million Transportation Sales Tax Program will fund approximately 16 major transportation infrastructure projects over the next 10 to 15 years, involving significant planning, design coordination, permitting, right-of-way acquisition, public engagement, utility coordination, construction, and inspection responsibilities. ICE will serve as the County's trusted advisor and implementation partner to ensure these projects are delivered on time, within budget, and in compliance with federal, state, and local standards.

The proposed \$8.95 million not-to-exceed fee reflects a fair and appropriate investment in professional program management services and equates to approximately 2.4% of the total program value, a percentage well within industry norms for similar sales tax programs in other counties across South Carolina and the Southeast.

**Breakdown of Key Services Included**

ICE's scope of services includes the following core components over the first five years:

**Program Management and Administration**

- Program startup, scheduling, staffing, budgeting, and reporting
- Develop Program plans and guidance documents
- Ongoing coordination with County staff, elected officials, and the Advisory Committee
- Monthly progress reports and annual program performance assessments

**Public Engagement and Communication**

- Development and maintenance of a program website and project map
- Creation of public outreach materials and social media content
- Coordination of public meetings, stakeholder engagement, and Council presentations

**Financial Oversight and Funding Strategy**

- Development and maintenance of the program cash flow model
- Budget tracking, invoice reviews, and financial reporting

- Assistance with matching funds, grants, and leveraging opportunities

#### Project Planning and Design Oversight

- Development of scopes, schedules, and cost estimates for individual projects
- Procure services of design firms
- Coordination with design consultants and technical review of submittals
- Conceptual design and engineering feasibility assessments where required

#### Fee Structure and Staffing

Below is the estimated "Not to Exceed" (NTE) fee for Infrastructure Consulting and Engineering (ICE) to provide program management services for Jasper County's 15-year, \$376M transportation sales tax program (2025–2030). The \$8.95 million estimate is based on estimated hours for key personnel, including a dedicated Program Manager (PM) at a rate of \$260/hour and support staff such as Project Engineers, Public Engagement Specialists, Construction Coordinators, and Administrative Support, all billed at competitive industry-standard rates.

ICE has structured the team to provide maximum value and flexibility to the County while maintaining a lean and responsive staff footprint.

| Fee Estimate Summary (Years 2025–2030)          |                                    |                   |                    |
|-------------------------------------------------|------------------------------------|-------------------|--------------------|
| Task                                            | Description                        | Estimated Hours   | Estimated Fee      |
| Task 1                                          | Project Management                 | 14,900            | \$3,000,000        |
| Task 2                                          | Program & Financial Management     | 4,715             | \$950,000          |
| Task 3                                          | Planning, Scoping & Concept Design | 9,900             | \$2,000,000        |
| Task 4                                          | Utility Coordination               | 2,860             | \$600,000          |
| Task 5                                          | Construction Administration        | 3,036             | \$700,000          |
| Task 6                                          | ROW Acquisition Services           | 2000 + unit costs | \$700,000          |
| Subtotal =                                      |                                    |                   | \$7,950,000        |
| Early Deliverables =                            |                                    |                   | \$250,000          |
| Greenbelt Initiatives (Unknowns) =              |                                    |                   | \$700,000          |
| Reimbursable Expenses =                         |                                    |                   | \$85,000           |
| <b>TOTAL ESTIMATED N.T.E. FEE (Years 1-5) =</b> |                                    |                   | <b>\$8,985,000</b> |

#### Breakdown by Task

##### Task 1: Project Management Services

- Scope: Design firm procurement, IGA/LPA coordination, design oversight, cost estimating, bid management, public outreach.
- Effort: High ongoing effort
- Fee: **\$3,000,000**

**Task 2: Program & Financial Management**

- Scope: Program plans, master schedule, financial forecasting, public involvement, FOIA/grants.
- Effort: Intensive in Year 1 (setup), then 120 hrs/month.
- **Fee: \$950,000**

**Task 3: Project Planning & Conceptual Design**

- Scope: Feasibility, environmental screening, cost-risk analysis, planning reports for 6 priority projects and 5 intersection projects.
- Effort: 800 hrs/project (top 6 priority projects and 5 intersection projects by 2030).
- **Fee: \$2,000,000**

**Task 4: Utility Coordination**

- Scope: Utility conflict resolution, SUE coordination, relocation agreements.
- Effort: Varies by project. 40 hrs/project/month during design/ROW phases.
- **Fee: \$600,000**

**Task 5: Construction Administration**

- Scope: Constructability reviews, attend construction meetings, document control, monthly status reports
- Effort: Varies by project
- **Fee: \$700,000**

**Task 6: ROW Acquisition Services**

- Scope: Title searches, appraisals (\$1,500/parcel), negotiations (\$200/hr), relocation support.
- Effort: 60 hrs/project + unit costs. Assumes 200 parcels acquired in 5 years.
- **Fee: \$700,000**

**Total 5-Year NTE Fee: \$8,985,000**

Annual Average: \$1.79M/year

Percent of Total Program: 2.4%

The estimate assumes:

- Full program ramp-up in Year 1 and continued active delivery in Years 2–5
- Strategic use of ICE personnel to reduce reliance on higher-cost specialty consultants
- Efficient use of time and budget through proactive management and prioritization

Other Key Assumptions:

- Program Duration: 15 years total, but fees estimated for first 5 years (2025–2030) as requested, and assuming 12 project are activated in first 5 years.
- Project Phasing: 16 projects staggered over 15 years. Years 1–5 focus on planning, design, ROW, and early construction for 6 priority projects and 5 intersection projects.

- 2025 Hourly Rates: (direct labor X 3.0, blended for unit rate and escalated at 2.5% annually)
- ROW Costs: Based on industry standards for South Carolina (appraisals, title searches, negotiations). Non-hourly unit costs included.
- Greenbelt involvement, scope volatility and unforeseen complexities (e.g., environmental delays, ROW disputes) is an unknown.
- Task Weighting: Higher effort in early years for program setup, planning, and ROW.

### Comparison to Other Counties

Fee comparisons from other South Carolina counties with similar sales tax programs support the reasonableness of this proposed fee:

- Charleston County (2022): \$2.1 billion program, 1.1% PM fee over first phase
- York County (2017): \$277 million program, 1.5% PM fee
- Berkeley County (2019): \$587 million program, ~1.3% for program and construction oversight combined

At 2.4% of Jasper County's \$376 million program, ICE's proposed fee is below the industry average of 3-6% for full program management and consistent with regional norms and reflects the relative scale, geographic complexity, and required support functions for a successful program.

### Conclusion

The proposed fee is a reasonable, necessary, and competitive cost to ensure professional delivery of one of Jasper County's most significant public infrastructure investments. ICE is committed to full transparency, continuous accountability, and delivering high-value services that maximize every dollar of the sales tax funding entrusted to this program.

We look forward to serving as your long-term partner and delivering these important projects for the citizens of Jasper County.

Respectfully submitted,



Jeffrey S. Buckalew, PE  
Program Manager  
Infrastructure Consulting & Engineering