AGENDA
ITEM # 14

AN ORDINANCE

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

TABLE OF CONTENTS

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

ARTICLE V
TAX EXEMPTION OF BONDS

ARTICLE VI
DEFEASANCE

ARTICLE VII
AMENDING AND SUPPLEMENTING OF ORDINANCE

ARTICLE VIII
CONCERNING THE FISCAL AGENTS

ARTICLE IX
MISCELLANEOUS

AN ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1 Defined Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"County" shall mean Jasper County, South Carolina.

"County Administrator" shall mean the County Administrator of the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2 General Rules of Interpretation.

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

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

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

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

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

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

ARTICLE II

ISSUANCE OF BONDS

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

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

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

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

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

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

Section 2 Redemption of Bonds.

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

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

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

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

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

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

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

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

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

Section 3 Cancellation of Bonds.

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

Section 4 Purchase of Bonds.

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

Section 5 Medium of Payment.

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

Section 6 Place of Payments; Selection of Paying Agent.

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

Section 7 Execution of Bonds; Authenticating Agent.

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

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

Section 8 Form of Bonds; Bond Registrar.

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

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

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

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

(b) Any registered owner requesting any transfer shall pay all taxes or other governmental charges required to be paid with respect thereto. Any purported assignment in contravention of the foregoing requirements shall be, as to the County, absolutely null and void. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on such Bonds shall be made only to or upon the order of the registered owner or his legal representative. All such payments shall be valid and effective to satisfy and discharge the liability of the County upon such Bond to the extent of the sum or sums so paid. No person other than the registered owner shall have any right to receive payments, pursue remedies, enforce obligations, or exercise or enjoy any other rights under any Bond against the County. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in any Bond as against a person (including the registered owner) other than the County, as in the case where the registered owner is a trustee or nominee for two or more beneficial owners of an interest in any Bond.

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

Section 10 Mutilated, Lost, or Stolen Bonds.

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

Section 11 Exchange of Bonds.

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

Section 12 Regulations with Respect to Exchanges and Transfers.

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

Section 13 Book-Entry Only System for the Bonds.

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

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

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

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

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

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

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

ARTICLE III

SECURITY FOR BONDS

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

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

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

(c) The covenants and agreements herein set forth to be performed by the County shall be for the equal and proportionate benefit, security, and protection of all registered owners of the Bonds without preference, priority, or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds or any of the others for any reason or cause whatsoever, except as expressly provided herein or in the Bonds, and, except as aforesaid, all Bonds shall rank *pari passu* and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

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

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

<u>Section 2</u> <u>Levy and Collection of Property Taxes</u>.

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

<u>ARTICLE IV</u>

<u>SALE OF BONDS; DISPOSITION OF PROCEEDS OF SALE</u>

<u>Section 1</u> <u>Sale of Bonds</u>.

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

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

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

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

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

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

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

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

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

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

ARTICLE V

TAX EXEMPTION OF BONDS

Section 1 Exemption from State Taxes.

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

Section 2 Federal Tax Provisions.

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

ARTICLE VI

DEFEASANCE

Section 1 Release of Ordinance.

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

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

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

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

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

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

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

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

Section 2 Deposit of Moneys.

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

Section 3 Notice of Release of Ordinance.

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

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

ARTICLE VII

AMENDING AND SUPPLEMENTING OF ORDINANCE

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

(a) The County Council, from time to time and at any time and without the consent or concurrence of any registered owner of any Bond, may enact an ordinance amendatory hereof or supplemental thereto, if the provisions of such supplemental ordinance shall not materially adversely affect the rights of the registered owners of the Bonds then outstanding, for any one or more of the following purposes:

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

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

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

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

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

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

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

(a) With the consent of the registered owners of not less than a majority in principal amount of the Bonds then outstanding the County Council from time to time and at any time may enact an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Ordinance, or modifying or amending the rights or obligations of the County under this Ordinance, or modifying or amending in any manner the rights of the registered owners of the Bonds then outstanding; provided, however, that without the specific consent of the registered owner of each such Bond which would be affected thereby, no supplemental ordinance amending or supplementing the provisions hereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price (or the redemption premium) payable upon the redemption or prepayment thereof; (ii) reduce the aforesaid percentage of Bonds, the registered owners of which are required to consent to any supplemental ordinance amending or supplementing the provisions of this Ordinance; or (iii) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the registered owners of the Bonds of the enactment of any supplemental ordinance authorised by the provisions of Section 1 of this Article.

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

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

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

Section 4 Effectiveness of Supplemental Ordinance.

Upon the enactment (pursuant to this Article and applicable law) by the County Council of any supplemental ordinance amending or supplementing the provisions of this Ordinance and the delivery to the Paying Agent and the County Council of an opinion of Bond Counsel that such supplemental ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon such later date as may be specified in such supplemental ordinance, (a) this Ordinance and the Bonds shall be modified and amended in accordance with such supplemental ordinance, (b) the respective rights, limitations of rights, obligations, duties, and immunities, under this Ordinance of the County, the Fiscal Agents, and the registered owners of the Bonds, shall thereafter be determined, exercised, and enforced under this Ordinance subject in all respects to such modifications and amendments, and (c) all of the terms and conditions of any such supplemental ordinance shall be a part of the terms and conditions of the Bonds and of this Ordinance for any and all purposes.

Section 5 Supplemental Ordinance Affecting Fiscal Agents.

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

ARTICLE VIII

CONCERNING THE FISCAL AGENTS

Section 1 Fiscal Agents; Appointment and Acceptance of Duties.

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

Section 2 Responsibilities of Fiscal Agents.

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

Section 3 Evidence on Which Fiscal Agents May Act.

(a) Each Fiscal Agent, upon receipt of any notice, ordinance, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiscal Agent may consult with counsel, who may or may not be of counsel to the County, and the opinion of such counsel shall be full and complete authorisation and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

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

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

<u>Section 4</u> <u>Compensation</u>.

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

<u>Section 5</u> <u>Certain Permitted Acts</u>.

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

<u>Section 6</u> <u>Resignation of Any Fiscal Agent</u>.

Any Fiscal Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than sixty (60) days' written notice to the County and not less than thirty (30) days' written notice to the registered owners of the Bonds (as established by the Books of Registry) prior to the next succeeding Interest Payment Date, and such resignation shall take effect upon the date specified in such notice unless a successor shall have been appointed previously by the County pursuant to Section 8 of this Article VIII, in which event such resignation shall take effect immediately upon the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

Section 7 Removal of Fiscal Agent.

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

Section 8 Appointment of Successor Fiscal Agents.

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

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

Section 9 Transfer of Rights and Property to Successor.

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

Section 10 Merger or Consolidation.

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

Section 11 Adoption of Authentication.

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

ARTICLE IX

MISCELLANEOUS

Section 1 Execution of Closing Documents and Certificates.

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

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

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

Section 3 Official Statement.

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

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

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

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

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

Section 6 No Personal Liability.

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

Section 7 Effect of Saturdays, Sundays and Legal Holidays.

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

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

Section 8 Partial Invalidity.

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

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

Section 9 Continuing Disclosure Undertaking.

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

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

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

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

(b) Upon the advice of Bond Counsel and the Financial Advisor, the County Council hereby authorise the Chief Financial Officer of the County to execute a Continuing Disclosure Undertaking, with respect to any Series of Bonds to be sold in a securities offering. The County Council further hereby covenant and agree that they will comply with and carry out all of the provisions of any Continuing Disclosure Undertaking. Notwithstanding any other provision of this Ordinance, failure of the County Council to comply with any Continuing Disclosure Undertaking shall not be considered an event of default with respect to the Bonds; however, any registered owner of Bonds sold by the County in a public offering may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County Council to comply with their obligations under this paragraph.

Section 10 Law and Place of Enforcement of the Ordinance.

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

Section 11 Repeal of Inconsistent Ordinances and Resolutions.

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

Section 12 Effective Date of this Ordinance.

This Ordinance shall become effective upon approval following third reading.

____
Chair,
County Council of Jasper County,
South Carolina

(SEAL)

ATTEST:

____
Clerk,
County Council of
Jasper County, South Carolina

First Reading: __________, _____
Second Reading: __________, _____
Public Hearing: __________, _____
Third Reading: __________, _____

EXHIBIT A

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

NO. R-_ CUSIP NO. ___________

Interest Rate: ______ and 00/100 percentum (_____%)
Maturity Date: __________ 1, _____
Original Date of Issue: ____________, ______

Registered Owner: CEDE & Co.

Principal Amount: ________________________ and 00/100 ($____________) Dollars

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

THIS BOND is one of an issue of bonds of like original date of issue, tenor, and effect except as to number, denomination, date of maturity, date of authentication, rate of interest, redemption provisions, and registered owner, aggregating _______________ Million __________________ Dollars ($____________), issued pursuant to and for purposes authorised by the County Bond Act (Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended) as amended and continued by Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended; favourable results of a referendum conducted in Jasper County, South Carolina, on November 5, 2024; and an ordinance (the "Ordinance") duly enacted by the County Council of Jasper County, South Carolina, in order to fund the costs of capital projects of the County and costs of issuance of the Bonds.

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

[THE BONDS maturing on or prior to [_______1, _____] are not subject to redemption prior to their maturity. The Bonds maturing after [_______1, _____], are subject to redemption on and after [________ 1, _____], at the option of the County, in whole or in part at any time, and by lot as to Bonds or portions of Bonds within a maturity (but only in integral multiples of $5,000), at the redemption price of par plus accrued interest to the date fixed for redemption.]

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

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

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

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

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

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

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

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

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

____
Clerk
County Council of Jasper County,
South Carolina

CERTIFICATE OF AUTHENTICATION

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

[____________________],
as Authenticating Agent

By: ________________________________
Authorised Officer

Date of Authentication: ______________

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UNIF GIFT MIN ACT - ____________________________
(Cust)
Custodian ____
(Minor)
under Uniform Gifts to Minors Act ____
(State)

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

ASSIGNMENT

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

DATED: _________________

Signature of Owner: ____
Signature Guaranteed: ____

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

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

EXHIBIT B

OFFICIAL NOTICE OF SALE

JASPER COUNTY, SOUTH CAROLINA
(PUBLIC OFFERING)

$___________*

General Obligation [Transportation Sales Tax] Bonds, Series [_____]
*Preliminary, Subject to Change

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

[___________, __________, _____]

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

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

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

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

*Preliminary, Subject to Change

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

CHANGES TO REVISED MATURITY SCHEDULE: The County further reserves the right to change the Revised Annual Principal Amounts of the Bonds after determination of the successful bidder, by increasing or decreasing the principal amount of the Bonds by not more than fifteen percent (15%) of the total par amount. Such changes, if any, will determine the final annual principal amounts (the "Final Annual Principal Amounts"). The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the Final Annual Principal Amounts of the Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices shall not change. **THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS.** The County anticipates that the Final Annual Principal Amounts of the Bonds will be communicated to the successful bidder subsequent to the award of the Bonds as soon as possible. **AS A RESULT OF ANY SUCH CHANGES IN THE FINAL ANNUAL PRINCIPAL AMOUNTS, THE SUCCESSFUL BIDDER'S UNDERWRITER'S DISCOUNT WILL BE ADJUSTED SO THAT THE ORIGINAL PURCHASE PRICE BID AS A PERCENTAGE OF PAR REMAINS THE SAME.** Notwithstanding the foregoing, the County may decrease the principal amount of each maturity by more than the percentages stipulated above of each Revised Principal Amount if permitted by the successful bidder.

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

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

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

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

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

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

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

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

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

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

Concurrently with the delivery of the Bonds, the County will furnish a certificate, signed by the appropriate officials, stating in effect that, as of its date and at all times subsequent thereto and up to the time of delivery of the Bonds, the information contained in the Preliminary Official Statement was, and such information contained in the Official Statement is, true and correct in all material respects and does not contain any untrue statement of a material fact and does not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

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

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

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

PURCHASER'S CERTIFICATION REGARDING ISSUE PRICE:

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

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because: (i) the County shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (ii) all bidders shall have an equal opportunity to bid; (iii) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (iv) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Official Notice of Sale.

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

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

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

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

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

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

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

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale: (i) ”public” means any person other than an underwriter or a related party, (ii) ”underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) "sale date" means the date that the Bonds are awarded by the County to the winning bidder.

By submitting a bid, each bidder represents that it has an established reputation of underwriting new issuances of municipal bonds such as the Bonds.

CONTINUING DISCLOSURE: In order to assist the successful bidder in complying with the Rule the County will undertake to provide annual reports and notices of certain material events. A summary of the County's undertakings to comply with the Rule are contained in the Preliminary Official Statement. The County is current with the requirements of all undertakings of the County entered into in compliance with the Rule. [See the Preliminary Official Statement for information regarding past failure of the County to comply with its prior undertakings under the Rule.] [The County has not failed to comply with its prior undertakings under the Rule during the past five (5) years.]

BLUE SKY LAWS: The County has not undertaken to register the Bonds under the securities law of any jurisdiction, nor has the County investigated the eligibility of any institution or person to purchase or participate in the underwriting of the Bonds under any applicable legal investment, insurance, banking, or other laws. By submitting a bid for the Bonds, the Purchaser represents that the sale of the Bonds in jurisdictions other than South Carolina will be made only under exemptions from registration or, wherever necessary, the Purchaser will register the Bonds in accordance with the securities laws of the jurisdiction in which the Bonds are offered or sold. The County agrees to cooperate with the Purchaser in any such registration at the Purchaser's written request and expense, but the County shall not be required to consent to service of process in any such jurisdiction.

ADDITIONAL INFORMATION: A Preliminary Official Statement in a form deemed final by the County has been posted electronically at Munios.com. Additional copies of such information are available upon request to [Brent Robertson], Stifel, Nicolaus & Company, Incorporated, [__________, [________] [_____]; telephone: [_____________], Attention: [___________, the Financial Advisor.

County Council of Jasper County, South Carolina

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

ISSUE PRICE CERTIFICATE

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

1. ***Reasonably Expected Initial Offering Price.***

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

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

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

2. ***Defined Terms***.

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

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

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

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

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

[UNDERWRITER]

By: ________________________________

Name: ______________________________

Dated: ___________, ______

SCHEDULE A

EXPECTED OFFERING PRICES

(Attached)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(Attached)

EXHIBIT C

CONTINUING DISCLOSURE UNDERTAKING

AGENDA ITEM # 15

JASPER COUNTY HUMAN RESOURCES

Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 150
Ridgeland, South Carolina 29936 - 843-717-3680 – Fax: 843-726-7996

TITLE: Voters Registration and Elections IT Systems Coordinator
DEPARTMENT: Elections and Voter Registration, Jasper County
REPORTS TO: Director of Elections and Voter Registration
FLSA Status: Non-Exempt

POSITION SUMMARY:
The purpose of this position is to provide technical and administrative support for the preparation, deployment, and comprehensive security of the voting system and accuracy of the vote. This class works under general supervision, independently developing work methods and sequences.

MAJOR DUTIES:
- Creates a Standard Operation Procedure for related responsibilities.
- Prepares Election District Relations to determine ballot styles for each election.
- Assists in contacting polling locations on availability for each election.
- Assists in identifying new polling locations.
- Conducts an ADA survey for new polling locations.
- Troubleshoots, tests, and RMA election equipment.
- Programs and tests election database for each election.
- Trains polling location technicians and delivery drivers for each election.
- Provides IT support for office computers, printers and election equipment.
- Performs related work as assigned.

KNOWLEDGE REQUIRED:
- Knowledge of polling station operations.
- Knowledge of modern office practices and procedures.
- Skill in operating such office equipment as a computer, calculator, typewriter, copier, and facsimile machine.
- Skill in maintaining files and records.
- Skill in programming and using electronic voting machines.
- Skill in dealing with the public.
- Skill in oral and written communications.

MINIMUM QUALIFICATIONS:
- Ability to read, write and perform mathematical calculations at a level commonly associated with the completion of high school or equivalent.

- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

SPECIAL CERTIFICATIONS AND LICENSES:
- South Carolina State Election Commission with 18 months of employment.
- Must possess and maintain a valid state driver's license with an acceptance driving history.

AMERICANS WITH DISABILITIES ACT COMPLIANCE:
Jasper County is an Equal Opportunity Employer. ADA requires Jasper County to provide reasonable accommodation for qualified individuals with disabilities. Prospective and current employees are encouraged to discuss ADA accommodations with management.

PHYSICAL DEMANDS:
Performs light to medium work that involves walking or standing and lifting between 20 and 50 pounds of force on a regular and recurring basis. Considerable skills, adeptness and speed in the use of the fingers, hands or limbs in tasks involving close tolerances or limits of accuracy.

WORK ENVIRONMENT:
This work is typically performed in a professional office environment.

PREFERRED EDUCATION AND EXPERIENCE:
- Associate's degree, vocational technical degree or specialized training that is equivalent to satisfactory completion of two years of college education.
- Over two years and up to and including four years of related experience or an equivalent combination of education, training, and experience.

*****Must possess a valid South Carolina Driver's License**

ESSENTIAL SAFETY FUNCTIONS
It is the responsibility of each employee to comply with established policies, procedures, and safe work practices. Each employee must follow safety training and instructions provided by their supervisor. Each employee must also properly wear and maintain all personal protective equipment required for their job. Finally, each employee must immediately report any unsafe work practices or unsafe conditions as well as any on-the-job injury or illnesses.

STANDARDS CLAUSES:
May be required to work nights, weekends, holidays and emergencies (man-made or natural) to meet the business needs of Jasper County. This job description is not designed to cover or contain a comprehensive listing of essential functions and responsibilities that are required of an employee of this job. Other duties, responsibilities, and activities may change or be assigned at any time with or without notice.

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee signature: ______________________________

Date:________________________________

Wanda Simmons

From: Nicole Holt
Sent: Friday, November 7, 2025 11:56 AM
To: Wanda Simmons
Cc: Jeanine M. Bostick
Subject: Agenda information
Attachments: Voters Registration and Elections IT Systems Coordinator.docx

For Jeanine Bostick's position:

Pay grade is: 113 $40,480-$62,720

Let us know if you need anything additional.

Have a great weekend!

Nicole

Nicole Holt, PSHRA-CP
Human Resources Director
Jasper County
P.O. Box 150
Ridgeland, SC 29936

Location: 358 Third Avenue, Suite 212
Jasper County Clementa C. Pinckney Government Building
Telephone Number: 843-717-3680
Facsimile: 843-726-7996
Email: nholt@jaspercountysc.gov

AGENDA
ITEM # 16

Public Hering for the Reconsidered Budget Ordinance (Cancelled)

There is no agenda e-packet information

for this item.

AGENDA
ITEM # 17

STATE OF SOUTH CAROLINA

JASPER COUNTY

ORDINANCE: 2025-_____

AN ORDINANCE

OF JASPER COUNTY COUNCIL

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Left Blank]

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

____

Mr. John A. Kemp
Chairman

ATTEST:

____

Wanda H. Giles
Clerk to Council

ORDINANCE: #2025-__

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

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

______________________________ __________________

Pope Flynn, LLC **Date**

Exhibit A

Jasper County
Budget Ordinance
Fee Schedule
Fiscal Year 2025-2026

Department	Fee Description		FY 26 (Amended)
All Departments	Returned Check Fee (in addition to bank returned check fee)	$	35.00
	Copy Fee (per page, 8-1/2 " x 11")	$	0.50
	Certified Letter for returned checks (in addition to postage)	$	10.00
Assessor	8-1/2" x 11" Map	$	3.00
	11" x 17" Map	$	4.00
	24" x 36" Map without aerials	$	15.00
	24" x 36" Map with aerials	$	20.00
	Manufactured home decal	$	5.00
Coroner	Autopsy Report	$	100.00
	Toxicology Report	$	25.00
	Cremation Permit	$	20.00
	Coroner's Report	$	10.00
Public Works	Container rentals (dismantlers, retailers)	$	300.00
	Culverts $11.00/ft. plus tax (per joint)	$	113.36
	Dirt (self load) per yard	$	-
	Dirt (loaded) per yard	$	-
Register of Deeds	Copy - Plat, Arch D - 26" x 36" (per page)	$	3.00
	Copy - Plat, Tabloid - (per page)	$	1.00
	Copy - Plat, 8-1/2" x 11" (per page)	$	0.50
	Copy - Deeds, Mortgages, Power of Attorney, etc. (per page)	$	0.50
	Certified Copies - $1.00 per page and $10.00 to certify		Certified Copies - $1.00 per page and $10.00 to certify
Tax Collector	Rollover from current to delinquent	$	10.00
	Certified mailings, each	$	20.00
	Posting of property, per property	$	35.00
	Advertising properties, per property (published in local newspaper for three consecutive weeks prior to tax sale)	$	10.00
	Deed Preparation Fee	$	250.00
	Bidder Registration Fee	$	25.00
	Bidder Default Fee	$	500.00
Ridgeland-Claude Dean Airport (3J1)			
Hours of Operation: Sun - Sat 8AM - 6PM	Fuel (Aviation Gasoline), Full-Service		Commodity Pricing
	Fuel (Jet-A), Full-Service		Commodity Pricing
	After Hours Fees (Prior Notice Requested)	$	200.00
	Crew/Pax Transport Fee (Flat Rate)	$	80.00
	Daily Outdoor Basing Fee Grass (Piston)	$	10.00
	Monthly Outdoor Basing Fee Grass (Piston)	$	60.00
	Monthly Outdoor Ramp Fee (Single-Engine Piston)	$	120.00
	Monthly Outdoor Basing Fee (Aircraft in Transport Trailer)	$	110.00
	Monthly Outdoor Basing Fee (Pole Barn, per stall)	$	70.00
	Monthly Outdoor Ramp Fee (Light Piston Twin)	$	150.00
	Monthly Outdoor Ramp Fee (Heavy Piston Twin)	$	550.00
	Monthly Outdoor Ramp Fee (Turbine)	$	550.00
	Daily Ramp Fee (SE Piston), waived with 15-gallon fuel purchase	$	40.00
	Daily Ramp Fee (ME Piston), waived with 20-gallon fuel purchase	$	70.00
	Daily Ramp Fee (Turbine), waived with 60-gallon fuel purchase	$	140.00
	Long-Term Vehicle Parking Fee, Monthly	$	60.00
	Vehicle Parking Fee, Daily	$	10.00

Jasper County
Budget Ordinance
Fee Schedule
Fiscal Year 2025-2026

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

<u>Exhibit B</u>

Form of Notice of Public Hearing

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

AGENDA ITEM: Administrator's Report

OFFICE OF THE JASPER COUNTY ADMINISTRATOR

Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800

Andrew P. Fulghum
County Administrator
afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant
tlwilliams@jaspercountysc.gov

Administrator's Report
November 17, 2025

---

1. County Council Special Meetings and Workshops:
   Following this report is the most recent spreadsheet of meetings completed and scheduled.

2. Euhaw Broad River Planning Area:
   Staff will provide any updates we may have as we prepare to bring materials back to the County Council on Dec. 15 as directed by County Council.

3. Keep Jasper County Beautiful Program:
   Ms. Lyn Boyles recently presented to you a new program she had developed entitled "Adopt a Campus." I have spoken with her and proposed that we organize a team of County employees to adopt the Jasper County Government Campus for routine litter clean up efforts. I will advise when we get the program established.

4. South Carolina Association of Counties (SCA) Scholarship Program:
   I will provide a brief notification of the availability of a scholarship opportunity for a Jasper County resident. Details follow this report.

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

County Council 2025
Workshops and Special Meetings

	Topic	Type of Meeting	With Council Meeting or Stand Alone	Day	Date	Time	Venue
1	Budget Process	workshop	stand alone	Monday	3/20/2025	2:30pm	Council Chambers
2	Personnel Policies and Employee Handbook	workshop	stand alone	Monday	3/24/2025	10:00am	Council Chambers
3	Runway Length Justification Study	workshop	w/ council meeting	Monday	4/7/2025	5:00pm	Council Chambers
4	Airport Leases	**executive session**	stand alone	Monday	4/14/2025	3:00pm	Council Chambers
5	RP-10/Comp. Plan Amendment	workshop	w/ council meeting	Monday	4/21/2025	5:00pm	Council Chambers
6	Capital Improvement and Investment Plan	workshop	stand alone	Monday	4/28/2025	10:00am	Council Chambers
7	Parks & Recreation Master Plan	workshop	w/ council meeting	Monday	5/5/2025	5:00pm	Council Chambers
8	Animal Shelter Lease	**executive session**	w/ council meeting	Monday	5/5/2025	6:00pm	Council Chambers
9	FY2026 Budget	workshop	stand alone	Wednesday	5/7/2025	3:00pm	Council Chambers
10	Code Enforcement	workshop	stand alone	Monday	5/12/2025	10:00am	Council Chambers
11	FY2026 Budget	workshop	w/ council meeting	Monday	5/19/2025	5:00pm	Council Chambers
12	FY2026 Budget	workshop	stand alone	Wednesday	5/28/2025	4:00pm	Council Chambers
13	FY2026 Budget	workshop	w/ council meeting	Monday	6/2/2025	5:00pm	Hardeeville City Hall
14	TBD - Affordable Housing /FY2026 Budget/Runway	workshop	stand alone	Monday	6/9/2025	10:00am	Council Chambers
15	FY2026 Budget	workshop	stand alone	Wednesday	6/11/2025	10:00am	Council Chambers
16	Animal Shelter Lease and Agreement	**executive session**	stand alone (virtual)	Thursday	6/12/2025	10:00am	Council Chambers
17	FY2026 Budget	workshop	w/ council meeting	Monday	6/16/2025	5:00pm	Council Chambers
18	FY2026 Budget	workshop	stand alone	Monday	6/23/2025	10:00am	Council Chambers
19	FY2026 Budget (Jasper County School District)	workshop	stand alone	Wednesday	6/25/2025	4:00pm	Council Chambers
20	Special County Council Meeting	Meeting	stand alone	Monday	6/30/2025	5:00pm	Council Chambers
21	TBD - Records Retention	workshop	stand alone	Monday	7/14/2025	10:00am	Council Chambers
22	Code enforcement and related ordinances	workshop	w/ council meeting	Monday	7/21/2025	5:00pm	Council Chambers
23	Impact Fees	workshop	stand alone	Monday	7/28/2025	10:00am	Council Chambers
24	Reassessment	workshop	stand alone	Monday	8/11/2025	10:00am	Council Chambers
25	County Attorney	**executive session**	prior to workshop	Wednesday	8/13/2025	4:00pm	Council Chambers
26	Airport Leases	workshop	stand alone	Wednesday	8/13/2025	6:00pm	Council Chambers
27	Fire Service Consolidation / Millage Reallocation	workshop	w/ council meeting	Monday	8/18/2025	5:00pm	Council Chambers
28	Transportation Sales Tax Programs- Roads & Greenbelt	workshop	w/cp	Monday	8/25/2025	10:00am	Council Chambers
29	County Attorney	**executive session**	stand alone	Thursday	9/11/2025	3:00pm	Council Chambers
30	FY-25 and FY-26 Budget Amendments	workshop	stand alone	Wednesday	10/1/2025	3:00pm	Council Chambers
31	Capital Improvement Plan and Budget	workshop	stand alone	Thursday	10/30/2025	10:00am	Council Chambers
32	County Attorney	**executive session**	stand alone	Tuesday	11/4/2025	3:00pm	Council Chambers
33	Ultra-processed foods litigation	**executive session**	stand alone	Thursday	11/6/2025	3:00pm	Virtual
34	Strategic Planning Session (retreat)	workshop	stand alone	TBD	11/20/2025	10:00am	Council Chmabers
35	Shared Services	joint meeting	stand alone	Wednesday	12/3/2025	2:00pm	Hardeeville Rec. Center

Completed		**FY-2027 Budget Adoption Schedule**
Stand alone workshops		***First Reading***
To be determined (TBD) stand alone workshops		***Public Hearing Only***
Workshops prior to council meetings		***Public Hearing and Second Reading***
Stand alone budget workshops		***Third Reading***
Stand alone executive sessions		
Special Council Meeting		
Joint meeting with municipalities		

Andrew Fulghum

From: SCAC Staff <scac@scac.sc>
Sent: Monday, October 27, 2025 11:15 AM
To: Andrew Fulghum
Subject: Share the 2026 SCAC Scholarship Application with high school seniors in your county

2026 SCAC SCHOLARSHIP PROGRAM

The South Carolina Association of Counties (SCAC) is pleased to announce its annual **Presidential Scholarship and Board of Directors Scholarship Program** for **2026**.

This program awards one-time scholarships to graduating high school seniors who are either residents of the SCAC President's county, or residents of one of 12 counties chosen by lot by the Association.

Students in **your county** are among those eligible to apply this year.

Presidential Scholarship, in honor of SCAC President Mary Anderson ($5,000):

- Chesterfield County

Board of Directors Scholarship (12 $5,000 scholarships, one to each county):

- Abbeville County
- Anderson County
- Cherokee County
- Colleton County
- Darlington County
- Dorchester County
- Fairfield County
- Greenville County
- Greenwood County

- Jasper County
- Marlboro County
- McCormick County

Requirements:

A graduating high school senior who resides in **Abbeville, Anderson, Cherokee, Chesterfield, Colleton, Darlington, Dorchester, Fairfield, Greenville, Greenwood, Jasper, Marlboro or McCormick counties.**

Will attend a South Carolina college, university or two-year technical school in the fall.

A completed application form, including:

- 300-500 word essay on the student's aspirations and
- high school transcript
- two letters of recommendation, one from a teacher/educator and one from another person (not a teacher/educator or family member) that demonstrates the student's character.

Scholarship recipients will be selected by a committee in April and winners will be announced in May.

Applications and more information are available online.

The deadline to apply is Feb. 1, 2026.

Please forward and/or share this information with any eligible students and their families in your county.

Questions?
Contact Alicia Entzminger at aentzminger@scac.sc or by calling (803) 799-8628.

OFFICE OF THE JASPER COUNTY ADMINISTRATOR

Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Progress Report
November 4, 2025 – November 17, 2025

1. 2024 Transportation/Greenbelt Sales Tax Program:
   Reviewed email from bond counsel re: Greenbelt Ordinance. Reviewed US Highway 278 IGA Resolution and IGA with the City of Hardeeville.

2. BJWSA:
   Met with BJWSA staff and City of Hardeeville staff on Nov. 4 to discuss BJWSA infrastructure needs in the southern portion of the county.

3. Ridgeland-Claude Dean Airport:
   Met with the Interim Airport Manager and outside counsel on Nov. 5. Legal services discussed at Nov. 6 County Council meeting. A resolution authorizing legal services has been placed on the Nov. 17 County Council meeting agenda for Council action.

4. Ultra-Processed Foods Litigation:
   Reviewed a resolution authorizing entering into the representation agreement. A resolution authorizing execution of the representation agreement has been placed on the Nov. 17 County Council meeting agenda for Council action.

5. Capital Improvement Planning & Budgeting:
   Amendments requested at the Oct. 30 County Council workshop will be reviewed at the Nov. 20 County Council Retreat.

6. Economic Development Projects:
   Met with SCA staff on Nov. 5 and scheduled to meet again on Nov. 12 to review active economic development projects. Scheduled to attend a meeting with SCA staff and a developer team on Nov. 12 to discuss incentives.

7. Other Meetings/Events Attended or Scheduled to Attend:
   Special called County Council meeting on Nov. 6.

OFFICE OF THE JASPER COUNTY ADMINISTRATOR

Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

October 15, 2025

Dr. Faith Polkey MD. MPH, Chief Executive Officer
Beaufort Jasper Hampton Comprehensive Health Services, Inc
721 Okatie Highway
Okatie, South Carolina 29909

Dear Dr. Polkey:

On behalf of Jasper County, I am pleased to submit this letter of support for Beaufort Jasper Hampton Comprehensive Health Services, Inc. (BJHCHS) in its application for the following opportunity: **RFGA Number: FY2026-RFGA-HV-408, Title: South Carolina Department of Public Health- Housing Opportunities for Persons with AIDS (HOPWA) Funding, 2026–2027 Grant Year**.

We understand that BJHCHS is applying for HOPWA funding to serve individuals in Beaufort, Colleton, Hampton, and Jasper counties. With this funding, BJHCHS proposes to continue its role as a HOPWA Project Sponsor, originally initiated in 2016, to provide emergency housing assistance, supportive services, permanent housing placement, and transitional short-term housing subsidies for persons with HIV (PWH) who are homeless or at risk of homelessness.

BJHCHS has a longstanding history of collaboration with local governments in addressing the region's most pressing health and social needs. Since 1969, the organization has delivered comprehensive primary and preventive care throughout the Lowcountry, with a particular focus on improving outcomes for PWH. BJHCHS has operated an Early Intervention Services program since receiving Ryan White Part C funding in 1998 and expanded its commitment to HIV-related services by implementing both the Ryan White Part B and HOPWA programs in January 2016.

The success of the BJHCHS HOPWA Program, combined with its experienced staff, broad geographic reach, robust data systems, and commitment to community engagement, strongly supports the continuation of these vital services. Jasper County fully supports BJHCHS in its efforts to continue implementing the HOPWA Program within our jurisdiction.

Please do not hesitate to contact me should you need additional information.

Sincerely,

Andrew P. Fulghum, ICMA-CM

OFFICE OF THE JASPER COUNTY ADMINISTRATOR

Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800

Andrew P. Fulghum
County Administrator
afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant
tlwilliams@jaspercountysc.gov

October 31, 2025

Ms. Hillary Sherman, Representative
U.S. Economic Development Administration (EDA)
401 West Peachtree Street, NW
Suite 1820
Atlanta, Georgia 30308-3510

Re: Jasper County Funding Commitment for the Arthur E. Brown Regional Workforce Training Center – *Application ID: EDA D25 #00013753*

Dear Ms. Sherman:

This letter confirms Jasper County's financial commitment to the construction of the **Arthur E. Brown Regional Workforce Training Center**, located on the Technical College of the Lowcountry's New River Campus.

Jasper County has contributed **$1,000,000** in direct support of the project's construction. These funds were provided to the Technical College of the Lowcountry by way of **Jasper County Check No. 91543**, issued directly to the College. Accordingly, these funds are fully **committed, encumbered, and available** to support the construction of the facility.

Jasper County is proud to partner with the Technical College of the Lowcountry, Beaufort County, and the State of South Carolina on this important regional initiative to strengthen the Lowcountry workforce and expand opportunities for residents and employers throughout the region.

Sincerely,

Andrew P. Fulghum, ICMA-CM

Cecelia Doe

Cecelia's Faves:

Holiday: Valentine's

Season: Spring

Color: Pink

Hobbies: Read romance books, artwork and spending time with family.

Dream Travel Destination: London and Japan

If you won $1,000,000 what would you do with it? Invest, save, go on a shopping spree and bless others.

Cecelia has been with Jasper County since the fall of 2023. She is currently a Records Clerk for the Register of Deeds. She has two cats and two dogs.

I can do all things through Christ who strengthens me. Philippians 4:13

AGENDA ITEM: Councilmember Comments and Discussion