Watch Live In Person or via YouTube at:

This meeting will be held at: **CITY OF HARDEEVILLE, COUNCIL CHAMBERS located at 205 Main St., SC 29927.**

https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJlA

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

To participate in a Public Hearing for a specific agenda item, email written public comments to comments@jaspercountysc.gov by 1:00 PM on Monday, November 16, 2026, or sign in on the colored Public Hearing Sign-in Sheet on the outside of the Council Chambers Doors before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

Agenda support (e-packet) can be found at:
https://www.jaspercountysc.gov/government/council/county-council-agendas-e-packets-and-minutes/

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

JASPER COUNTY COUNCIL
and
CITY OF HARDEEVILLE
JOINT COUNCIL MEETING

LOCATED AT THE

CITY OF HARDEEVILLE CITY HALL

205 Main Street, Hardeeville, SC 29927

Monday, November 16, 2026

AGENDA

4:00 PM:

- *Please silence your phones during the meeting*

1. Call to Order by Chairman Rowell and Mayor Williams:

2. Pledge of Allegiance and Invocation:

3. Approval of the Agenda:

4. Discussion Topics:

- **Economic Development**
- **FILOT (Fee in Lieu of Taxes)**
- **Economic Development IGA Amendments and Renewal**

5. Adjourn

JASPER COUNTY COUNCIL

COUNCIL MEETING

LOCATION: CITY OF HARDEEVILLE CITY HALL
COUNCIL CHAMBERS
205 Main Street, Hardeeville, SC 29927
Monday, November 16, 2026

AGENDA

Jasper County Council Meeting to start immediately after Joint Session

- *Please silence your phones during the Meeting.*

1. Call the Council Meeting to Order by Chairman Rowell

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

2. Pledge of Allegiance and Invocation:

3. Approval of the Agenda:

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

CONSENT AGENDA ITEM:
A) Approval of the Minutes of 04.20.2026 and 05.04.2026

B) Jim Iwanicki – Consideration of Resolution #R-2026-79, a Resolution of Jasper County Council to Approve the Procurement of an Avigilon Access Control and Surveillance System for Jasper County and the Jasper County Sheriff Department Under a State Contract Pursuant to the Jasper County Purchasing and Contracting Ordinance, and Matters Related Thereto.

C) Wanda Giles – Consideration of the recommendation from Madame Board Chairman Latosia Simmons of Lowcountry Regional Transportation Authority (LRTA), doing business as Palmetto Breeze to recommend for consideration of appointment Ms. April Ford as Jasper County's Representative on the LRTA Board of Directors.

This is the end of the Consent Agenda Items.

5. Executive Session SECTION 30-4-70.

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

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice, where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – (1) Japer Ocean Terminal – SCSPA Assignment to Jasper County and GPA Consent

Any Executive Session Matter on Which Discussion Has Not Been Completed May Have Discussion Suspended for the Purpose of Beginning the Open Session at Its Scheduled Time, And Council May Return to Executive Session Discussion After the Conclusion of The Open Session Agenda Items.
Note: Please Be Advised, There May Be Votes Based on Items from the Executive Session.

6:00 PM: Regular Session

- **Come out of Executive Session:**
- **Return to Open Session:**
  - **5.1. Council Action to be taken on items as discussed in Executive Session**

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

6. PRESENTATIONS:
A) Jim Iwanicki – Jasper County Board and Commission Vacancies.

7. PROCLAMATIONS: None

8. CITIZEN COMMENTS:

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

9. RESOLUTIONS:

A) Eric Larson - Consideration of Resolution #R-2026-80 to request amendments and clarifications to South Carolina Senate Bill 125 (S125) relating to property tax exemptions as an incentive for providing affordable housing and Other Matters Related Thereto.

B) Eric Larson - Consideration of Resolution #R-2026-81 to participate in the Southern Lowcountry Resilience Collaborative (SLRC) to advance mutually beneficial resilience initiatives in Beaufort, Jasper, Hampton, and Colleton counties and leverage funding and Other Matters Related Thereto.

C) Earl Bostick, Kimberly Burgess and Philip Cothran - Consideration of Resolution #R-2026-82 a Resolution of Jasper County Council to Approve the Sole Source Procurement of Motorola Solutions, Inc. Flex Subscription Suite and Related Services for Jasper County and Its Municipalities Pursuant to the Jasper County Purchasing and Contracting Ordinance, and Matters Related Thereto.

D) Jim Iwanicki – Acknowledgement and Approval of Existing Tax Increment Financing Participation on Behalf of the Jasper County School District with respect to the Exit 3 Project and Authorization of the Chairperson to sign the Acknowledgement along with the Approval of Resolution #R-2026-83, a Resolution Acknowledging the Jasper County School District's Existing Participation in the City of Hardeeville's Exit 3 Tax Increment Financing Redevelopment Plan; Authorizing the Execution and Delivery of an Acknowledgment; and Other Related Matters

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10. PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

A) Lisa Wagner – Public Hearing and Consideration of the 2nd Reading of Ordinance #O-2026-36 to Amend Article 9.6 Accessory Structures of the Jasper County Zoning Ordinance to Increase the Maximum Height of Accessory Structures; and Other Matters Related Thereto. *(Prior 1st Reading was tabled; 1st Reading approved 11.02.2026).*

B) Lisa Wagner – Public Hearing and Consideration of the 2nd Reading Ordinance #O-2026-37 to Amend Article 9.3 Continuation of Nonconformity of the Jasper County Zoning Ordinances to Mandate that a Legal Non-Conforming Business Maintain a County Business License to Continue as a Legal Non-Conformity; and Other Matters Related Thereto. (*1st Reading approved 11.02.2026).*

C) Lisa Wagner – Consideration of 1st Reading of an Ordinance to amend Chapter 6 of the County Code of Ordinances (Buildings and Building Regulations) to Update Code References, Fees and Matters Related Thereto.

D) Jim Iwanicki – Public Hearing and Consideration of the 2nd Reading of Ordinance #O-2026-38 Authorizing the Execution and Delivery of an Agreement Governing a New Multi-County Park By and Between Beaufort County, South Carolina and Jasper County, South Carolina; Authorizing the Inclusion of Certain Property Located in Beaufort County in the Multi-County Park; Providing for the Distribution of Multi-County Park Revenues; Authorizing the Execution of an Intergovernmental Agreement with the Town of Port Royal; Amending a Prior Master Park Agreement to Remove Certain Property Located Within the Corporate Limits of the Town of Port Royal; and other related matters. *(1st Reading approved 11.02.2026).*

E) Jim Iwanicki – Consideration of the 1st Reading of an Ordinance Directing the Disposition of Tax Overages Upon Transfer to the County General Fund.

F) Jim Iwanicki – Update on creating a Jasper County Animal Care Advisory Commission.

G) Jim Iwanicki – Consideration and approval of the Jasper Ocean Terminal – SCSPA Assignment to Jasper County and GPA Consent and Authorize the Administrator to sign the Agreement.

H) Jim Iwanicki – Consideration of the 1st Reading an Ordinance BY TITLE ONLY Amending Jasper County Ordinances O-2023-20 And O-2024-17 by Authorizing and Approving a Modified Structure for Financial Assistance from the South Carolina Transportation Infrastructure Bank for the I-95 Exit 3 Interchange Project; Authorizing the Conveyance of Property Described Herein; and Other Related Matters.

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11. Administrator's Report:

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12. Councilmember Comments and Discussion

13. Late additions from the Chairman or Administrator after the posting of the agenda:

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14. Adjournment:

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

CONSENT AGENDA

ITEM# 4A

Approval of the Minutes of 04.20.2026 and 05.04.2026

JASPER COUNTY COUNCIL

COUNCIL MEETING

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

Monday, April 20, 2026

Minutes

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

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, Kimberly Burgess, Eric Larson, Jim Iwanicki, Deputy Chief John A. Smith, and Videographer Jonathan Dunham.

Workshop

Jasper Telfair PDD and Development Agreement

The Jasper County Council Workshop focused on evaluating the proposed Jasper Telfair Planned Development District (PDD) and its accompanying Development Agreement (DA). The Developer is seeking approval to rezone three parcels—located at the intersection of US Highway 17, Speedway Boulevard (Highway 315), and South Oak Highway—from General Commercial to a PDD designated for warehousing and industrial park uses.

Ms. Wagner and Ms. Grabowski were present at the workshop to review and discuss the proposed Planned Development District (PDD) and development agreement for a multi-acre commercial warehousing project. The Council members, county staff, and the project developers extensively discussed traffic mitigation strategies, focusing on the safety risks of semi-truck access and the precise configuration of incoming and outgoing lanes. Representatives debated whether to utilize full-access driveways with an acceleration storage lane or implement a median turnaround bulb-out to direct traffic safely toward Savannah. While the South Carolina Department of Transportation (SCDOT) is willing to review multiple design alternatives, officials emphasized that safety remains the primary priority before final site plan approvals. The workshop was convened specifically to address council concerns regarding traffic impacts and safety mitigations prior to the project's third reading. The Traffic Impact Study was a very large document, so a link to the Traffic Impact Study was provided by Ms. Wagner for the agenda e-packet.

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

Chairman Rowell called the meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the*

meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.

In accordance with the Freedom of Information Act the electronic and print media were notified. During periods of review, discussion and/or presentations minutes are typically condensed and paraphrased. The recorded version is available online at: https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJlA. Closed captions are also available for all of our County Council videos.

2. Pledge to the Flag and Invocation:

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

3. Approval of the Agenda:

Motion to approve with the removal of Item # 9A: Councilman Kemp
Second: Councilman Ceccarelli
Vote: Unanimous
The motion passed.

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

Motion to approve: Councilman Kemp
Second: Councilman Arzillo
Vote: Unanimous
The motion passed.

CONSENT AGENDA ITEMS:

A) Approval of the Minutes 11.03.2025:

B) Lisa Wagner – 3rd Reading of Ordinance #O-2026-10 of Jasper County Council to amend the Official Zoning Map of Jasper County so as to transfer a property located along Elaine Farm Road, bearing Jasper County Tax Map Number 040-00-02-150 consisting of 8.0 acres from the Rural Preservation Zone to the Residential Zone. (1st Reading 03.02.2026).

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

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

This is the end of the Consent Agenda Items.

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5. Executive Session SECTION 30-4-70.

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

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – (1) County Administrator; (2) County Attorney

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

(1) Tax Map #028-01-00-001, #028-01-00-002 and #028-01-00-003.
(2) Tax Map #091-00-01-029
(3) Potential Sale of Property – Cypress Ridge Business and Industrial Park
(4) Discussion of legal matters currently being handled by outside counsel for the Clerk of Court office
(5) Discussion regarding the potential contractual purchase of property located at 544 Third Avenue, Ridgeland.
(6) Use of Title IV Unit cost money and transfer of funds

Any Executive Session Matter on Which Discussion Has Not Been Completed May Have Discussion Suspended for the Purpose of Beginning the Open Session at Its Scheduled Time, And Council May Return to Executive Session Discussion After the Conclusion of The Open Session Agenda Items.
Note: Please Be Advised, There May Be Votes Based on Items from the Executive Session.

Motion to approve: Councilman Ceccarelli
Second: Councilman Kemp
Vote: Unanimous
The motion passed.

6:00 PM: Regular Session

- **Come out of Executive Session:**

Motion to approve: Councilman Kemp

Second: Councilman Ceccarelli
Vote: Unanimous
The motion passed.

- **Return to Open Session:**

Motion to approve: Councilman Kemp
Second: Councilman VanGeison
Vote: Unanimous
The motion passed.

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

Action # 1 from executive session: A resolution for a separation agreement and release between Jasper County and County Administrator Andrew Patrick Fulghum, effective May 4, 2026, was presented and Resolution #R-2026-23 was read for the record by Chairman Rowell.
Motion to approve: Councilman VanGeison
Second: Councilman Kemp
Vote: Unanimous
The motion passed

Action # 2 from executive session: Clerk of Court Matters
Motion to retain the Shelton Law Firm for Clerk of Court matters, subject to County attorney review: Councilman Arzillo
Second: Councilman Kemp
Vote: Unanimous
The motion passed

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

6. PRESENTATIONS:

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

Reverend Donald Sheffall appealed to Council to pass a resolution placing a referendum on the November 2026 general election ballot to allow Jasper County voters to decide whether Council members should be elected by defined single-member districts rather than at-large.

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

Zachary Garrett, newly appointed Director of the Morris Center, presented an operational update to Council with key details including:

1. Reinstatement of the federal Institute of Museum and Library Services (IMLS) grant funding the "Fuel the Mind" 4th-grade field trip program.
2. Staffing rebuild following transitions in 2025–2026.
3. Partnership with Jasper County 250 for Revolutionary War trolley tours and local events.
4. Visitor statistics: 3,258 total visitors and 1,601 confirmed non-resident tourists from July 1, 2024, to June 30, 2025.

7. CITIZEN COMMENTS:

Open Floor to the Public per Ordinance Number #08-17. Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's 6:00 PM start time on the Sign-In Sheet on the Podium), to address the Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person, and total public input will be limited to 30 MINUTES.
There were no citizens comments at this meeting.

8. RESOLUTIONS

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

Mr. Larson was present to review and discuss the consideration of Resolution #R-2026-20 of Jasper County, South Carolina, approving the donation of Beaufort-Jasper Water and Sewer Authority capacity credits to the Beaufort-Jasper Housing Trust to fund fifty residential units in Jasper County and authorizing the County Administrator to execute the documents effectuating the donation.

Motion to approve: Councilman Kemp
Second: Councilman Ceccarelli
Vote: Unanimous
The motion passed.

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

Deputy Director Smith was present to review and discuss the consideration of Resolution #R-2026-21 of Jasper County, SC. Authorizing the Purchase of Real Property (Coosawhatchie Fire Station).
Motion to table this item: Councilman Kemp
Second: Councilman Ceccarelli
Vote: Unanimous

The motion passed.

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

Ms. Burgess was present to review and discuss Resolution #R-2026-14, a Resolution of Jasper County, South Carolina County Council Resolution approving the State Accommodations Tax Advisory Committee Members.

Motion to approve: Councilman VanGeison
Second: Councilman Arzillo
Vote: 4 Yes votes and 1 Abstained (Councilman Kemp)
The motion passed.

D) Eric Larson – Consideration of Resolution #R-2026-22 of Jasper County, SC. Authorizing and Directing the Jasper County Administrator to Submit Grant Applications to the Federal Aviation Administration and the South Carolina Aeronautics Commission for Funding the Ridgeland-Claude Dean Airport Runway Extension Project.

Mr. Larson was present to review and discuss the consideration of Resolution #R-2026-22 of Jasper County, SC. Authorizing and Directing the Jasper County Administrator to Submit Grant Applications to the Federal Aviation Administration and the South Carolina Aeronautics Commission for Funding the Ridgeland-Claude Dean Airport Runway Extension Project.

Motion to approve: Councilman Ceccarelli
Second: Councilman Arzillo
Vote:
Councilman VanGeison – Recusal
Councilman Arzillo – Yes
Councilman Ceccarelli – Yes
Chairman Rowell – Yes
Councilman Kemp – No
The motion passed.

9. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

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

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

Mr. Larson was present for the Public Hearing and to review and discuss the 2nd Reading of Ordinance #O-2026-16 of Jasper County Council to Authorize a Settlement Agreement with Jasper County Radio Control Chapter No. 5096 of the Academy of Model Aeronautics, Inc. The public hearing was opened on this item but there were no comments, so the public hearing was closed.

Motion to approve: Councilman VanGeison
Second: Councilman Ceccarelli
Vote: Unanimous
The motion passed.

C) Keith Horton, Clerk of Court - Budget Request Justification – Courthouse Bag Scanner.
This item was removed to be placed on the next meeting.

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

Mr. Larson was present to provide an overview and discuss the consideration for approval of bid and FAA Grant application submittal for the Ridgeland - Claude Dean Airport - 2026 Taxilane Widening and Helipad Project.

Motion to approve: Councilman Ceccarelli
Second: Councilman VanGeison
Vote: 4 Yes votes and 1 Abstained (Councilman Kemp)
The motion passed.

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

Mr. Larson was present to provide an overview and discuss the consideration for approval of the bid and FAA Grant application submittal for the Ridgeland - Claude Dean Airport -- 2026 Emergency Generator Project.

Motion to approve: Councilman Arzillo
Second: Councilman Ceccarelli
Vote: 4 Yes votes and 1 Abstained (Councilman Kemp)
The motion passed.

F) Lisa Wagner – Public Hearing and Consideration of the 2nd Reading of Ordinance #O-2025-33 to amend Jasper County Zoning Ordinance, Article 5, *Zoning District Regulations*, to add one (1) new primary zoning district, Village Commercial (VC), one (1) new overlay district, Euhaw Overlay District (EOD); amend Article 6, *Use Regulations*, to add uses for the VC zoning district; amend Article 7, *Primary Districts*, to add lot size, lot width, and setback requirements for VC zoning district, amend minimum lot width requirements in other

zoning districts, and amend riparian buffer requirements; amend Article 8, *Special Purpose Districts*, to add a new section, Article 8:9 Euhaw Overlay District, which includes design standards and requirements for the Euhaw Overlay District (EOD); amend Article 11, *Conditional Use Review and Regulations,* to add conditions for certain uses; amend Article 15, *Sign Regulations* to add standards for the VC zoning district; amend the Jasper County Official Zoning Map to re-zone some properties within the Euhaw Broad River Planning Area to the Rural Preservation-Zoning District and the Village Commercial Zoning District; and other matters related thereto. *(1st Reading 07.15.2024; 2nd reading tabled 11.03.2025; Public Hearings 09.19.2024; 05.05.2025)*

Ms. Wagner and Ms. Grabowski was present to review and discuss the consideration of the 2nd Reading of Ordinance #O-2025-33 to amend Jasper County Zoning Ordinance, Article 5, Zoning District Regulations, to add one (1) new primary zoning district, Village Commercial (VC), one (1) new overlay district, Euhaw Overlay District (EOD); amend Article 6, Use Regulations, to add uses for the VC zoning district; amend Article 7, Primary Districts, to add lot size, lot width, and setback requirements for VC zoning district, amend minimum lot width requirements in other zoning districts, and amend riparian buffer requirements; amend Article 8, Special Purpose Districts, to add a new section, Article 8:9 Euhaw Overlay District, which includes design standards and requirements for the Euhaw Overlay District (EOD); amend Article 11, Conditional Use Review and Regulations, to add conditions for certain uses; amend Article 15, Sign Regulations to add standards for the VC zoning district; amend the Jasper County Official Zoning Map to re-zone some properties within the Euhaw Broad River Planning Area to the Rural Preservation-Zoning District and the Village Commercial Zoning District; and other matters related thereto.

A public hearing was held on this matter. The public hearing was opened, and the following parties spoke on this matter:
Pastor Galloway, Grant McClure, Courtney Kimmel, Earl Cooler (declined his speaking time), Kate and Larry Rowland, and Attorney Nicole Scott. Ms. Wagner also noted that a few written comments had come into the office, and Mr. Hunter Smiley read the submissions from Diana Sessler, Michael Ball and Sally McCallister.

Motion # 1:
Motion to reject the 2nd Reading: Councilman Arzillo
Second: Councilman VanGeison
Vote:
Councilman VanGeison – Yes
Councilman Arzillo – Yes
Councilman Ceccarelli – No
Chairman Rowell – No
Councilman Kemp – No
The motion failed.

Motion # 2:
Motion to approve the 2nd Reading: Councilman Kemp
Second: Councilman Ceccarelli
Vote:
Councilman VanGeison – No

Councilman Arzillo – No
Councilman Ceccarelli – Yes
Chairman Rowell – Yes
Councilman Kemp – Yes
The motion passed.

Staff were directed to meet with designated Council members to refine issues such as boundary maps, commercial building limits, etc., prior to 3rd Reading of this ordinance.

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

Ms. Giles was present to review and discuss and provide an update of Open Positions for appointment on Lowcountry Council of Governments (LCOG) and the Jasper County Board of Zoning Appeals (BZA). She noted that on the Board of Zoning Appeals there was a vacancy left by Barbara Bartoldus. Ms. Bartoldus had resigned from the board on 03.30.2025, leaving a vacancy. Ms. Giles also stated that Ms. Bartoldus last appointment term was from 01.01.2025 through 12.31.2028, so a new member was needed to fill the remainder of her term. As of now, she noted they did not have any applications for this seat. This opening on the board has been advertised on the website and on the County's social media. Additionally, she noted that there was also a vacancy on the Lowcountry Council of Government's (LCOG) Board, which required a Council appointment. There was no action taken on this item.

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

Mr. Iwanicki was present to review and discuss the consideration of approval of professional architectural services contract for the Coosawhatchie Community Center associated with RFQ #2026 – 1 Indefinite Delivery Services – Architectural with McMillian Pazdan Smith Architecture, LLC for actual cost not to exceed $82910.00. There was no action taken on this item.

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

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

12. Adjournment:

Motion to adjourn: Councilman Kemp
Second: Councilman Arzillo
Vote: Unanimous
The motion passed, and the meeting adjourned.

For more information on this meeting please go to our YouTube Channel for the video. During meetings and / or workshops periods of review, discussion, presentation, comments, and other sections the minutes are typically condensed and paraphrased. The recorded version is available online at our YouTube Channel video at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJlA.

Respectfully Submitted:

_____
Wanda Giles, Clerk to Council

_____
W.J. Rowell III, Chairman of the Jasper County Council

JASPER COUNTY COUNCIL
COUNCIL MEETING
Jasper County Clementa C. Pinckney Government Building
358 Third Ave., Ridgeland, SC. 29936
Monday, May 4, 2026
Minutes

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

Staff Present: County Administrator Andrew Fulghum, Lawrence Flynn, Interim County Attorney, Clerk to Council Wanda Giles, Kimberly Burgess, Eric Larson, Jim Iwanicki, Chief Russell Wells, Deputy Chief John A. Smith, and Videographer Jonathan Dunham.

3:00 PM: Workshop

- Lawrence Flynn and Chief Wells - Consolidation of the Fire Service Districts and the Proposed Ordinance

The Jasper County Council workshop focused heavily on the consolidation of fire service providers and the creation of a unified unincorporated fire district ahead of the upcoming fiscal year. Lawrence Flynn, Interim County Attorney, Staff, Elected Officials and legal counsel discussed the complexities of transitioning from multiple distinct tax districts and absorbing the Cherry Point fire district's debt into a single rural protection area. A significant portion of the conversation focused on ongoing contractual negotiations with the City of Hardeeville to define service territories and reduce potential annexation conflicts. Additionally, staff addressed the financial impacts of the current property reassessment**,** reviewing preliminary millage rollbacks and revenue projections to ensure adequate funding for the document provides an itemized record of the council's discussions on consolidating existing fire service areas into the unified Jasper County Rural Protection Fire District, novating the bond debt, and protection of service areas under 7 U.S.C. § 1926(b). It also detailed the financial analysis regarding millage restructuring, property reassessment under Act 388, and the proposed intergovernmental service agreement with the City of Hardeeville.

Meeting to adjourn the workshop: Councilman Kemp
Second: Councilman VanGeison
Vote: Unanimous
The motion passed.

5:00 PM: Council Executive Session

1. Call the Council Meeting to Order by Chairman Rowell

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

In accordance with the Freedom of Information Act the electronic and print media were notified. During periods of review, discussion and/or presentations minutes are typically condensed and paraphrased. The recorded version is available online at: https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJlA. Closed captions are also available for all of our County Council videos.

2. Pledge of Allegiance and Invocation:

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

3. Approval of the Agenda:

Motion to approve: Councilman Kemp
Second: Councilman Arzillo
Vote: Unanimous
The motion passed.

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

Motion to approve: Councilman Kemp
Second: Councilman Ceccarelli
Vote: Unanimous
The motion passed.

CONSENT AGENDA ITEMS:

A) Approval of the Minutes 11.04.2025 and 11.06.2025.

B) Eric Larson – Approval of the 3rd Reading of Ordinance #O-2026-16 of Jasper County Council to Authorize a Settlement Agreement with Jasper County Radio Control Chapter No. 5096 of the Academy of Model Aeronautics, Inc*.(1st Reading 04.06.2026; Public Hearing and 2nd Reading 04.20.2026)*

This is the end of the Consent Agenda Items.

5. Executive Session SECTION 30-4-70.

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

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

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

(1) Professional Services for New County Administrator and New County Attorney services
(2) Tax Map #091-00-01-029
(3) Property at 600 3rd Avenue (previously the Law Office of Catherine Badgett) be upfitted as a county courtroom with judge's chambers for use by the Clerk of Court.

Any Executive Session Matter on Which Discussion Has Not Been Completed May Have Discussion Suspended for the Purpose of Beginning the Open Session at Its Scheduled Time, And Council May Return to Executive Session Discussion After the Conclusion of The Open Session Agenda Items.
Note: Please Be Advised, There May Be Votes Based on Items from the Executive Session.

Motion to go into executive session: Councilman Kemp
Second: Councilman Arzillo
Vote: Unanimous
The motion passed.

6:00 PM: Regular Session

- **Come out of Executive Session:**

Motion to approve: Councilman VanGeison
Second: Councilman Arzillo
Vote: Unanimous
The motion passed.

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

Action Items Arising from Executive Session:

1. **Appointment of Interim County Administrator**:

Motion to appoint James Iwanicki as the Interim County Administrator during the search for a permanent County Administrator: Councilman Kemp
Second: Councilman Ceccarelli
Vote: Unanimous
The motion passed.

2. **Executive Search Firm for County Administrator**:

Motion to engage Swift Water Strategies for professional services to conduct a search for a new County Administrator and to assist with administrative duties associated with the Interim County Administrator role: Councilman Kemp
Second: Councilman Arzillo
Vote: Unanimous
The motion passed

3. **Executive Search Firm for County Attorney**:

Motion to engage Swift Water Strategies for professional services to conduct a search for a new County Attorney: Councilman Kemp
Second: Councilman VanGeison
Vote: Unanimous
The motion passed

- **Return to Open Session:**

Motion to approve: Councilman Ceccarelli
Second: Councilman VanGeison
Vote: Unanimous
The motion passed.

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

6. PRESENTATIONS: None

7. CITIZEN COMMENTS:

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

Priscilla Frazier addressed council during the citizen comments time.

8. RESOLUTIONS

A) Eric Larson – Consideration of Resolution #R-2026-24 of Jasper County, SC. Approving a Memorandum of Understanding with the City of Hardeeville for Maintenance of a Library in the Allendale-Hampton-Jasper Library System Located in the City of Hardeeville and Authorizing the County Administrator to Execute the Memorandum of Understanding on behalf of the County.

Mr. Larson was present to review and discuss the consideration of Resolution #R-2026-24 of Jasper County, SC. for the approving of a Memorandum of Understanding with the City of Hardeeville for maintenance of a Library in the Allendale-Hampton-Jasper Library System which is located in the City of Hardeeville and to authorize the County Administrator to execute the Memorandum of Understanding on behalf of the County.

Motion to approve: Councilman Kemp
Second: Councilman Ceccarelli
Vote: Unanimous
The motion passed.

B) Eric Larson – Consideration of Resolution #R-2026-25 of Jasper County, SC. Approving an Intergovernmental Agreement with the City of Hardeeville for Workforce Training Programs for Jasper County Residents and Authorizing the County Administrator to Execute the Intergovernmental Agreement (IGA) on behalf of the County.

Mr. Larson was present to review and discuss the consideration of Resolution #R-2026-25 of Jasper County, SC. approving an Intergovernmental Agreement with the City of Hardeeville for Workforce Training Programs for Jasper County residents and asked for the authorization of the County Administrator to be able to execute the Intergovernmental Agreement (IGA) on behalf of the County.

Motion to approve: Councilman Kemp
Second: Councilman Arzillo
Vote: Unanimous
The motion passed.

C) Jessica Davis and Courtney Thames, Clerk of Court's Office - Consideration of Resolution #R-2026-26 a Resolution of Jasper County, South Carolina, Approving the Establishment of a Rollover Bank Account for Unencumbered Title IV-D Child Support Funds Known as Unit Cost Reimbursement Funds.

Ms. Davis and Ms. Thames of the Clerk of Court's Office was present to review and discuss the consideration of Resolution #R-2026-26 a resolution of Jasper County, South Carolina, approving the establishment of a rollover bank account for unencumbered Title IV-D Child Support Funds known as Unit Cost Reimbursement Funds.

Motion to table for information from the attorney: Councilman Kemp
Second: Councilman VanGeison
Vote: Unanimous
The motion passed.

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9. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

A) Lawrence Flynn and Chief Wells - Public Hearing and 2nd Reading of Ordinance #O-2026-17 Amending Chapter 9 of the Code of Ordinances of Jasper County Regarding Fire Protection Districts to Create the Jasper County Rural Fire Protection District; Eliminating all Existing Fire Protection Districts; Authorizing the Novation of all Outstanding Bonds and Other Debt Obligations to the New District; Requesting and Accepting Dedication of County-Funded Fire Capital Equipment and Facilities; Authorizing a Fire Service Contract Between the New District and The City Of Hardeeville; Authorizing the Lease of Certain County Real Property; Authorizing the Conveyance of Certain Personal Property; and Other Matters Relating Thereto.

Chairman Rowell recused himself from this item Vice Chairman Arzillo chaired the meeting during this item.

Mr. Flynn and staff were present to review and discuss the 2nd Reading of Ordinance #O-2026-17 for the amending of Chapter 9 of the Code of Ordinances of Jasper County Regarding Fire Protection Districts to create the Jasper County Rural Fire Protection District. They discussed the reasoning behind the request; the need for this proposal; the elimination of all existing fire protection districts; authorizing the novation of all outstanding bonds and other debt obligations to the New District; requesting and accepting dedication of county-funded fire capital equipment and facilities; authorizing a fire service contract between the New District and the City of Hardeeville; authorizing the lease of certain county real property; authorizing the conveyance of certain personal property; and other matters relating thereto. For further information on this item please refer to the recorded version online at our YouTube Channel video at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJlA.
The public hearing was opened for this item, but there were no comments, so the public hearing was closed.

Motion to approve O-2026-17 and amend to include the Levy Road Fire Station: Councilman Kemp
Second: Councilman VanGeison
Vote: Unanimous
The motion passed.

The Vice Chairman then turned the meeting back over to Chairman Rowell.

B) Jessica Davis and Courtney Thames, Clerk of Courts Office – Consideration of the Request to Approve the Purchase of two X-ray Machines—one for the Courthouse and one for the Administrative Building—for a total of two machines, to be funded from this new line item.

Motion to table till the next meeting: Councilman Kemp
Second: Councilman Ceccarelli

Vote: Unanimous
The motion passed.

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10. Administrator's Report: Mr. Fulghum reviewed the information from his report that was provided in the agenda e-packet.

Ms. Burgess noted that the JC250 Committee had made a request for additional funds noting this was for the 250th Anniversary. The request from the JC 250 Committee for funds in the amount of $26,700.00 were discussed noting it was for the Thomas Heyward location.
Motion to approve $26,700 from the Local Hospitality Tax Fund for the JC250 Committee: Councilman Ceccarelli
Second: Councilman Kemp
Vote: Unanimous
The motion passed.

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11. Councilmember Comments and Discussion: Councilmember Comments were given but there were no comments that required action. Councilmember Ceccarelli read a statement regarding Mr. Fulghum noting his 22 years of service and his retirement as of 05.04.2026. He mentioned Mr. Fulghum's knowledge, and navigation of the political waters for over two decades, showing perseverance and adaptability. He noted that Mr. Fulghum was the go-to person from everything coming out of this and prior councils. He noted that he had never heard Mr. Fulghum brag or boast of his accomplishments but had often heard other representatives of other government agencies or private groups speak of such. Councilman Ceccarelli then thanked him for all his years of dedicated service to Jasper County.

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12. Adjournment:

Motion to adjourn: Councilman Kemp
Second: Councilman Arzillo
Vote: Unanimous
The motion passed, and the meeting adjourned.

For more information on this meeting please go to our YouTube Channel for the video. During meetings and / or workshops periods of review, discussion, presentation, comments, and other sections the minutes are typically condensed and paraphrased. The recorded version is available online at our YouTube Channel video at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJlA.

Respectfully Submitted:

_____
Wanda Giles, Clerk to Council

_____
W.J. Rowell III, Chairman of the Jasper County Council

CONSENT AGENDA

ITEM# 4B

Jim Iwanicki – Consideration of Resolution #R-2026-79, a Resolution of Jasper County Council to Approve the Procurement of an Avigilon Access Control and Surveillance System for Jasper County and the Jasper County Sheriff Department Under a State Contract Pursuant to the Jasper County Purchasing and Contracting Ordinance, and Matters Related Thereto.

STATE OF SOUTH CAROLINA
JASPER COUNTY

RESOLUTION NUMBER R-2026-79

RESOLUTION OF JASPER COUNTY COUNCIL TO APPROVE THE PROCUREMENT OF AN AVIGILON ACCESS CONTROL AND SURVEILLANCE SYSTEM FOR JASPER COUNTY AND THE JASPER COUNTY SHERIFF DEPARTMENT UNDER A STATE CONTRACT PURSUANT TO THE JASPER COUNTY PURCHASING AND CONTRACTING ORDINANCE, AND MATTERS RELATED THERETO

WHEREAS, the Sheriff Department would like to purchase an Avigilon Access Control and Surveillance System for the Jasper County Detention Center, located at 12008 N, Jacob Smart Blvd., Ridgeland, SC 29936 from Motorola Solutions (Motorola) with its partner MCA; and

WHEREAS, Motorola presented a proposal dated September 8, 2026, which was reviewed by the Jasper County Council at its Council Meeting on November 2, 2026; and

WHEREAS, Motorola's proposal is governed by the terms and conditions of the South Carolina State Contract #440021163; and

WHEREAS, Section 2.445, Article V Purchasing and Contracting Ordinance of Jasper County Code of Ordinances provides for the use of state contracts as follows, "(t)he chief purchasing officer, may independent of the requirements of bid process of this article, procure supplies, services, or construction items through the contract established by the purchasing division of the State of South Carolina as provided for in South Carolina Code section 11-35-10 et seq. (State Consolidated Procurement Code); and

WHEREAS, the chief purchasing officer has determined that Motorola Solutions has a contract with the purchasing division of the State of South Carolina and, the Sheriff has determined that the system will meet the Jasper County Detention Center's requirements; and

WHEREAS, the County Council wishes to select the lease purchase option provided in the proposal dated September 8, 2026; and

WHEREAS, the first lease payment is due one year after the date of the execution of the lease purchase agreement in Fiscal Year 2028 and there are

currently sufficient funds in the Inmate Welfare Fund bank account (ending in 2856) to pay the first year of the seven-year lease purchase agreement and the source of payments for lease payments 2 through 7 shall be determined during the fiscal year budget process; and

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that the requirements of Article V, Sec. 2-445 are met and hereby approve the lease purchase of an Avigilon Access Control and Surveillance System to be used by the Sheriff Department in the Jasper County Detention Center; and

BE IT FURTHER RESOLVED THAT, the County Council authorizes the Interim County Administrator, Mr. James Iwanicki, to execute the purchase agreement.

SIGNATURES FOLLOW

This Resolution No. R- 2026-79 made the 16th day of November 2026.

_____
W. J. Rowell, III
Chairman

ATTEST:

_____
Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

_____ _____
County Attorney **Date**

CONSENT AGENDA

ITEM# 4C

Wanda Giles – Consideration of the recommendation from Madame Board Chairman Latosia Simmons of Lowcountry Regional Transportation Authority (LRTA), doing business as Palmetto Breeze to recommend for consideration of appointment Ms. April Ford as Jasper County's Representative on the LRTA Board of Directors

Jasper County
Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Giles
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	11.16.2026
Project:	Lowcountry Regional Transportation Authority (LRTA)
Request:	To appoint a County Resident to the LRTA Board
New Appointment For:	LRTA Board
New or Reappointment:	New appointment
Recommendation:	Approval of requested Representative appointment to the LRTA Board

Description:

We have been notified by Madame Board Chairman Latosia Simmons of the Lowcountry Regional Transportation Authority (LRTA) Board, that she would like to ask Jasper County Council to give this appointment request for the appointment of April Ford its thoughtful consideration for appointment to the LRTA Board.

This seat became vacant in July 2026 when Mr Charles Mitchell took his newly appointed position as Executive Director. This seat serves a 2-year term with unlimited reappointment eligibility.

Madame Board Chairman interviewed Ms. Ford on October 12th and had her fill out a County Board / Commissions Application. This LRTA Board is a board that they request for Council to appoint members to.

Staff Recommendation: Based on the letter of recommendation from Madame Board Chairman Simmons, that Council consider April Ford for an appointment to the Lowcountry Regional Transportation Authority (LRTA Board) as the Jasper County Board Member Representative appointment.

Wanda Giles ~ Clerk to the Jasper County Council

Attachments:
Letter of Recommendation
Board Member Application

Date: 10/13/2026

BOARD, COMMITTEE AND COMMISSION APPOINTMENT APPLICATION

CITIZEN BIOGRAPHICAL SKETCH: Request for Appointment ( ) or Re-Appointment ( )
Please print or type this form

Board/ Committee Name(s): LRTA Board of Directors

Referred or Recommended By: Charles Mitchell

Name: April (FIRST) Ford (LAST)

Home address: 54 Polly Road

Mailing address (if different) P.O. 1641 Hardeeville SC 29927

Telephone: 843-338-0381 (HOME) 843-295-7194 (CELL)

Email Address: april.c.ford@disney.com

Employer: Disney's Hilton Head Island Resort

Employer Address: 22 Harbourside Lane Hilton Head Is SC 29927

Occupation: Cast Support Manager(HR) Education: 13

Boards, Committee's, Civic Clubs, Etc. Financial Secretary for my church, Booster Club Assitant Treasure
(use back of sheet, or attach a sheet, if necessary)

Board Experience:
(use back of sheet, or attach a sheet, if necessary)

Other Activities:
(use back of sheet, or attach a sheet, if necessary)

County Council District: Jasper County

Are you a registered voter: Yes In what precinct do you vote: Levy

Do you have an interest in any business that has, is or will do business with the County of Jasper or the Entity for which you have been nominated? No *(If so, please list on the back of this sheet).*

After being appointed you will receive a copy of the Boards and Committee Ordinance # 07-40, the Freedom of Information Act and a copy of the responsibilities and duties related to the Board or Commission that you volunteering to serve on. After appointment you agree to uphold and abide by the responsibilities to the best of your abilities. You acknowledge that you understand that the law and constitution of South Carolina provide for appointments by County Council because it is elected by the People. Council is thus answerable to the people and Boards; Committees and Commissions are answerable to the Council. The American system of checks and balances thus encourages and enables administration while constraining appointees for cross purposes with council. You further agree to be bound by the rules and regulations of Jasper County Council. This also acknowledges your understanding and agreement of all that you have read.

Applicant's Signature: April Ford

Return via mail or email to:

Jasper County Council, Attn: Wanda Giles, Clerk to Council -PO Box 1149, Ridgeland, SC. 29936
or Via Email to: Email: **wsimmons@jaspercountysc.gov**

OFFICE OF THE BOARD CHAIR

LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY

Palmetto Breeze / The Breeze Trolley

25 Benton Field Road • P.O. Box 2029, Bluffton, SC 29910 • 843-757-5782
lsimmons@palmettobreezetransit.com | lsimmonslrta@gmail.com | www.palmettobreezetransit.com
Mobile 843-635-4411 • Fax 843-757-5783

October 13, 2026

The Honorable Chair and Members
Jasper County Council
Jasper County, South Carolina

RE: Recommendation for Appointment — April Ford

Dear Chair and Members of Jasper County Council:

In my capacity as Board Chair of the Lowcountry Regional Transportation Authority (LRTA), doing business as Palmetto Breeze, I am pleased to recommend April Ford for consideration as Jasper County's representative on the LRTA Board of Directors.

I had the opportunity to interview April Ford on October 12, 2026, as part of our effort to encourage thoughtful, community-minded participation in regional transportation leadership. This process reflects our commitment to bringing county perspectives into conversations about service, access, and the needs of the people we serve.

Jasper County plays an important role in our region. Strong representation helps ensure that residents' transportation concerns and priorities are heard as the Authority works to connect people to jobs, healthcare, education, and essential services. I believe April Ford merits favorable consideration for this opportunity to serve.

I respectfully ask Jasper County Council to give this appointment request its thoughtful consideration. Thank you for your continued partnership with Palmetto Breeze and for your commitment to the residents of Jasper County.

Respectfully submitted,

Latosia E. Simmons
Madame Board Chairman
Lowcountry Regional Transportation Authority

BOARD OF DIRECTORS

COLLETON COUNTY	ALLENDALE COUNTY	BEAUFORT COUNTY	COLLETON COUNTY	HAMPTON COUNTY	JASPER COUNTY	LCOG
Latosia E. Simmons Madame Board Chairman	**William Robinson** Vice Chairman	**Henry Chriss** **Barbara Childs** **John Holak**	**Vacant** Pending Appointment	**Vacant** Pending Appointment	**Vacant** Pending Appointment	**Stephanie Rossi** Ex-Officio

PURPOSEFUL SERVICE • CONNECTING THE LOWCOUNTRY

AGENDA

ITEM# 6A

Jasper County
Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Giles
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	11.16.2026
Project:	Jasper County Board and Commission Vacancies
Request:	Update to Council
New Appointment For:	N/A
New or Reappointment:	N/A
Recommendation:	This item is for informational purposes only

Description:

We currently have the following openings for Jasper County Boards and Commissions:

Board/Commission Name:	**Number of Vacancies**
Airport Commission (as of 12.31.2026)	2
Board of Zoning Appeals	1
Cypress Ridge Business Industrial Park Design Review Committee *(*This one must be a current Jasper County Council Member*)*	1
Parks and Recreation	7
New Life Center Board** *(**The New Life Center Board that is not a Jasper County, created board. The county makes county representative appointments to this board).*	1

Notices announcing vacancies on the Board of Zoning Appeals and the Parks and Recreation Board have been posted on the City's website and shared on our social media platforms. We have received applications for the Parks and Recreation Board, which were compiled in a binder and submitted to Council for review. Additionally, one application has been received for the Board of Zoning Appeals and has also been provided to Council for consideration.

Jasper County Board and Commissions Vacancies

Current Vacancies:

Board/Commission Name:	Number of Vacancies
Airport Commission (as of 12.31.2026)	2
Board of Zoning Appeals	1
Cypress Ridge Business Industrial Park Design Review Committee	1
Parks and Recreation	7

- *(*This one must be a current Jasper County Council Member*)*

New Life Center Board

New Life Center Board 1 appointment needed

- *There are 2 seats on the board from Jasper County.*
- *The New Life Center Board is not a Jasper County, created board.*
- *The Jasper County Council makes county representative appointments to this board.*

AGENDA

ITEM# 7

PROCLAMATIONS - NONE

AGENDA

ITEM# 8

Citizen Comments

AGENDA

ITEM# 9A

Jasper County
Development Services Department

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-4119

Name: Eric W. Larson
Title: Development Services Director
Email address: ewlarson@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	November 16, 2026
Agenda Item:	9.A
Project:	Senate bill 125 (S125) relating to property tax exemptions as an incentive for providing affordable housing.
Request:	Consideration of Resolution #R-2026-80
Action Needed:	Approval of Resolution; Letter to State Delegation
Recommendation:	Staff recommends approval.

Description:
Legislation was introduced in the South Carolina General Assembly, designated as South Carolina Senate Bill 125 ("**S125**") (and its companion measure House Bill 4475), which amends Section 12-37-220 of the South Carolina Code of Laws relating to property tax exemptions. S125 provides that property tax exemptions for certain property held by nonprofit housing corporations apply proportionally to the percentage of the corporation's actual ownership interest, while establishing clear exceptions, certification requirements, and notice standards. While the intent of S125 appears to be to the benefit of the community, it also creates potential issues as to the location of the supply of affordable housing and the proportionate share of tax reduction received.

Staff Recommendation:
Unless the bill is amended, S125 would provide a tax exemption in perpetuity, and the exemption of property taxes for a development with very limited affordable housing will place the burden of providing basic community services on the local taxpayers. The County should communicate to the local delegation to request three (3) substantial amendments to the substance of property tax exemption legislation.

Attachment(s):
Draft Resolution #R-2026-80
Draft Letter to State Delegation

JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-80

RESOLUTION OF JASPER COUNTY COUNCIL REQUESTING AMENDMENTS AND CLARIFICATIONS TO SOUTH CAROLINA SENATE BILL 125 (S125) RELATING TO PROPERTY TAX EXEMPTIONS AS AN INCENTIVE FOR PROVIDING AFFORDABLE HOUSING, AND MATTERS RELATED THERETO

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

WHEREAS, the County is committed to supporting affordable housing options for its residents and workforce and has identified affordable housing as a strategic focus area; and

WHEREAS, it is acknowledged that incentives should be provided to real estate developers to supply affordable housing in the County, including property tax reductions or exemptions; provided, however, that any property tax reductions or exemptions should be correlated to the location of the affordable housing and should provide the benefit of increased affordable housing supply; and

WHEREAS, nonprofit housing corporations play a vital role in developing, preserving, and managing affordable housing in partnership with local municipalities and private stakeholders; and

WHEREAS, legislation was introduced in the South Carolina General Assembly, designated as South Carolina Senate Bill 125 ("**S125**") (and its companion measure House Bill 4475), which amends Section 12-37-220 of the South Carolina Code of Laws relating to property tax exemptions; and

WHEREAS, S125 provides that property tax exemptions for certain property held by nonprofit housing corporations apply proportionally to the percentage of the corporation's actual ownership interest, while establishing clear exceptions, certification requirements, and notice standards; and

WHEREAS, while the intent of S125 appears to be to the benefit of the community, it also creates potential issues as to the location of the supply of affordable housing and the proportionate share of tax reduction received; and

WHEREAS, unless the bill is amended, S125 would provide a tax exemption in perpetuity, and the exemption of property taxes for a development with very limited

affordable housing will place the burden of providing basic community services on the local taxpayers; and

WHEREAS, the County desires to communicate to the local delegation to request the following: i) that any reductions in property taxes should directly benefit local affordable housing supply; and 2) to further define and clarify the property tax exemptions to ensure the exemptions align with the level of housing affordability provided as a result of the exemption; and

WHEREAS, the County further desires to request that the following legislative session focus on three (3) substantial amendments to the substance of property tax exemption legislation:

1) Define and clarify the terms used, specifically "affordable" and "non-profit housing developers"; and
2) The property tax reduction should be proportionate to the number of housing units and/or bedrooms provided within the same community receiving the reduction and benefit; and
3) The reduction should run concurrent with the affordability covenants and restrictions on the property; and

WHEREAS, the County Council finds it is in the best interest of the citizens to execute a formal letter expressing the above requests and positions to each representative of the local delegation to be signed by the Chairman on behalf of County Council and the County.

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

1. **Support for Legislation:** The County Council hereby expresses its formal support for amendments to South Carolina Senate Bill 125 relating to property tax exemptions for nonprofit housing corporations and developers as provided for in this Resolution.

2. **Legislative Advocacy:** The County's legislative delegation and members of the South Carolina General Assembly are strongly urged to advance and enact the proposed legislative changes that directly provide the housing need that coincides with any tax reductions. Accordingly, County Council shall send the letter attached hereto as **Exhibit "A"** to the local delegation stating the County Council's concerns and requested changes.

3. It is the specific intent of County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the County Code of Ordinances.

4. The County Administrator is hereby authorized and directed to do any and all further acts and actions necessary to implement and carry out the terms and provisions of this Resolution, so long as such acts are reasonably related to the contents and terms of this Resolution.

5. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

6. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.

7. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

Signatures on following page

RESOLVED this 16th day of November, 2026, in meeting duly assembled.

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

ATTEST:

_____
Wanda Giles
Clerk to Council

Resolution R-2026-80
Adopted: November 16, 2026

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

_____ _____
Interim County Attorney Date
Burr & Forman LLP
Walter J. Nester, III
Partner

Exhibit “A”

November 17, 2026

Members of the Jasper County Legislative Delegation
South Carolina General Assembly
Columbia, South Carolina

RE: Request for Amendments and Clarifications to the South Carolina State Bill 125 (S.125/H.4475) – Property Tax Exemptions for Affordable Housing

Dear Members of the Delegation:

On behalf of the Jasper County Council, we are writing to urgently address a critical flaw in current property tax exemption legislation—specifically South Carolina Senate Bill 125 (and its companion measure, House Bill 4475)—which amends Section 12-37-220 of the South Carolina Code of Laws regarding property tax exemptions for non-profit organizations and affordable housing.

While our community remains firmly committed to expanding affordable housing options for our workforce and residents, S.125 as currently drafted contains significant legislative loopholes that pose severe economic risks to our municipality and local taxpayers:

1. Unmet Community Benefit & Unfair Tax Burden: Under the current language, developers could receive tax reductions without delivering a local supply of affordable housing in the community where the tax relief is granted. Granting property tax exemptions to developments with very limited or no local affordable housing unfairly shifts the financial burden of providing basic municipal and community services directly onto local taxpayers.

2. Permanent Exemptions: Without explicit expiration provisions, the tax exemption under S.125 would be allowed in perpetuity rather than reflecting the actual duration of the affordability commitments.

3. Lack of Clear Standards: Key terminology remains ambiguously defined, compromising transparency and equitable resource distribution.

To protect our taxpayers and ensure that property tax incentives produce genuine, locally accessible housing, we implore you to prioritize and enact three key amendments in the upcoming legislative session:

1. Define and Clarify Key Terminology: Explicitly define the terms “affordable” and “non-profit housing developers” within the statute.

2. Require Direct Proportionate Local Supply: Mandate that property tax reductions be strictly proportionate to the number of affordable housing units and/or bedrooms actually provided within the same community receiving the tax reduction and benefit.

DRAFT

3. Align Exemption Timelines with Affordability Covenants: Ensure that property tax reductions run concurrent with the affordability covenants and restrictions placed on the property, rather than granting permanent exemptions.

Aligning property tax relief directly with measurable community benefit is vital to the long-term sustainability of Jasper County and communities across South Carolina. We urge you to take immediate action on these vital amendments.

Thank you for your prompt attention to this matter and your continued advocacy on behalf of our citizens.

Sincerely,

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

DRAFT

AGENDA

ITEM# 9B

Jasper County
Development Services Department

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-4119

Name: Eric W. Larson
Title: Development Services Director
Email address: ewlarson@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	November 16, 2026
Agenda Item:	9.B
Project:	Participate in the Southern Lowcountry Resilience Collaborative (SLRC)
Request:	Consideration of Resolution #R-2026-81
Action Needed:	Approval of Resolution
Recommendation:	Staff recommends approval.

Description:
The Southern Lowcountry Resilience Collaborative ("**SLRC**") is a regional collaborative committed to building resilience and fostering coordinated action across the Southern Lowcountry region of Beaufort, Jasper, Colleton, and Hampton counties. The SLRC is committed to building capacity for resilience in the Lowcountry by providing a platform for all sectors, including but not limited to local government, business organizations, non-profit organizations, academia, and state agencies. The SLRC seeks to build capacity by equipping local government staff with resources, support, technical assistance, and partnerships, and best practices to advance resilience projects, policies, and programs, while fostering collaborative leadership, expanding access to research and data, and embedding a culture of collaboration across organizations to promote resilience in daily operations.

Staff Recommendation:
In 2018 County Council adopted "Jasper's Journey: A Comprehensive Master Plan for Jasper County" (the "**Comprehensive Plan**"). The Comprehensive Plan calls for proactively improving community, environmental, and economic resilience, as well as reducing long-term infrastructure costs, strengthen grant applications, and avoid duplicating resilience efforts to better leverage the cost of resilience upgrades region-wide. Participating as a partner in the Southern Lowcountry Resilience Collaborative advances the goals of the Comprehensive Plan.

Attachment(s):
Draft Resolution #R-2026-81
FORMATTED Final - SLRC Fact Sheet Aug 2026

JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-81

RESOLUTION OF JASPER COUNTY COUNCIL TO PARTICIPATE IN THE SOUTHERN LOWCOUNTRY RESILIENCE COLLABORATIVE (SLRC) TO ADVANCE MUTUALLY BENEFICIAL RESILIENCE INITIATIVES AND LEVERAGE FUNDING IN BEAUFORT, JASPER, HAMPTON, AND COLLETON COUNTIES, AND MATTERS RELATED THERETO

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

WHEREAS, the Southern Lowcountry Resilience Collaborative ("**SLRC**") is a regional collaborative committed to building resilience and fostering coordinated action across the Southern Lowcountry region of Beaufort, Jasper, Colleton, and Hampton counties; and

WHEREAS, the State consistently is ranked as one of the fastest-growing states in the country, with the southern lowcountry region (the "**Lowcountry**") at the center of that growth; and

WHEREAS, according to data from the tidal gauge located at Fort Pulaski in the City of Savannah, Georgia, the Lowcountry region is also experiencing some of the fastest rates of rising tides while simultaneously experiencing more frequent rain-caused flooding events and warming temperatures; and

WHEREAS, local governments and agencies have responded to changing land use and environmental conditions by investing significant time and resources to ease pressures on social, economic, environmental, and infrastructure systems for the health, safety, and welfare of the public; and

WHEREAS, these actions bolster the region's ability to anticipate, recover, and thrive in the face of environmental change and natural hazards, thereby protecting our environment, infrastructure, health, culture, economy, and wellbeing; and

WHEREAS, the SLRC is committed to building capacity for resilience in the Lowcountry by providing a platform for all sectors, including but not limited to local government, business organizations, non-profit organizations, academia, and state agencies; and

WHEREAS, the SLRC seeks to build capacity by equipping local government staff with resources, support, technical assistance, and partnerships, and best practices to advance resilience projects, policies, and programs, while fostering collaborative leadership,

expanding access to research and data, and embedding a culture of collaboration across organizations to promote resilience in daily operations; and

WHEREAS, in 2018 County Council adopted "Jasper's Journey: A Comprehensive Master Plan for Jasper County" (the "**Comprehensive Plan**"); and

WHEREAS, the Comprehensive Plan calls for proactively improving community, environmental, and economic resilience, as well as reducing long-term infrastructure costs, strengthen grant applications, and avoid duplicating resilience efforts to better leverage the cost of resilience upgrades region-wide; and

WHEREAS, participating as a partner in the Southern Lowcountry Resilience Collaborative advances the goals of the Comprehensive Plan.

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

1. Jasper County Council hereby approves joining the Southern Lowcountry Resilience Collaborative as a participating member and commits staff to actively participate in meetings, associated programs, and projects as set forth in the Principles of Partnership.

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

3. The County Administrator is hereby authorized and directed to do any and all further acts and actions necessary to implement and carry out the terms and provisions of this Resolution, so long as such acts are reasonably related to the contents and terms of this Resolution.

4. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

5. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.

6. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

Signatures on following page

RESOLVED this 16th day of November , 2026, in meeting duly assembled.

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

ATTEST:

_____
Wanda Giles
Clerk to Council

Resolution R-2026-81
Adopted: November 16, 2026

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

_____ _____
Interim County Attorney Date
Burr & Forman LLP
Walter J. Nester, III
Partner

SOUTHERN LOWCOUNTRY RESILIENCE COLLABORITIVE

From Risk to Readiness—Together

The Southern Lowcountry region – Jasper, Beaufort, Colleton, and Hampton Counties – is, at the frontline of a rapidly changing populace and environmental conditions.

South Carolina has been consistently ranked among the fastest-growing states in the country, and our region is at the center of that growth. At the same time, we are experiencing rising tides, intensifying rain events, and warming temperatures. Combined, these changes are putting unprecedented pressure on infrastructure systems of the Southern Lowcountry, demanding that we take definitive steps to adapt our communities and strained infrastructure to new and evolving risks - and that we do so quickly.

- ***Between July 2024 and July 2025, Jasper County's population rose by 6% (over 2,000 people) – a faster rate than any other county in the country.***
- ***Fort Pulaski tidal data suggests some of the fastest rates of sea-level rise in the country.***
- ***Precipitation data shows more "rain bombs", where the frequency of 3+ inch rainstorms have doubled in the last decade.***
- ***Temperature data shows significant warming since the 1970s, driven largely by rising nighttime temperatures.***

RESPONDING WITH RESILIENCE

Local governments, agencies, and partners have responded by investing significant time and resources to mitigate increased pressures on our social, economic, environmental, and infrastructure systems and to strengthen their resilience. Resilience is not a new concept – it simply means building systems that can withstand shocks and bounce back with minimal disruption. Plans and priorities are already in place, and pilot projects show that early investments can reduce damage, protect infrastructure, and lower long-term costs. **Preparing now is far more affordable than repairing later.**

> ***Every $1 invested in Lowcountry adaptation and resilience today returns up to $22 in economic savings and avoided costs over the next ten years. –U.S. Chamber of Commerce***

The challenge isn't knowing what to do – the challenge is acting early and at a scale that meaningfully reduces risk. The cost of inaction is well documented. Post disaster recovery is expensive, disruptive, and often falls disproportionately on local governments, with emergency response, repairs, and economic losses frequently exceeding the cost of preventative measures. Many effective strategies cross jurisdictional boundaries, yet implementation remains fragmented.



LEVERAGING COLLABORATION

Working in isolation duplicates efforts, misses opportunities to share costs, and forces competition for the same limited funding. Working together allows local governments to stretch dollars further, attract outside funding, and implement solutions that actually work at the regional scale. This is the purpose of the **Southern Lowcountry Resilience Collaborative (SLRC)**.

SOUTHERN LOWCOUNTRY RESILIENCE COLLABORATIVE

The **Southern Lowcountry Resilience Collaborative** (SLRC) was formed to help local governments stretch dollars further, attract outside funding, and implement effective solutions at the regional scale by leveraging partnerships and collaboration. This regional resilience collaborative is a group of stakeholders who are committed to building capacity for communities, economies, and ecosystems in the Southern Lowcountry region of Jasper, Beaufort, Colleton, and Hampton counties to anticipate, absorb, recover, and thrive in the face of environmental change and natural hazards. **The SLRC is a low-cost, high-yield approach to working at the regional scale to accelerate the implementation of resilience efforts for the benefit of all communities across the Southern Lowcountry.**



VISION & PURPOSE

The Southern Lowcountry Resilience Collaborative actively pursues regional collaboration on initiatives that improve the resilience of the environment, infrastructure, health and wellbeing, culture, and economy of communities in the region to anticipate, absorb, recover, and thrive in the face of environmental change and natural hazards.

This collaborative provides regional local government staff members with resources, support, and leverage to accelerate resilience project implementation by:

- Connecting local governments with training, technical assistance, and peer learning to strengthen their capacity to implement resilience priorities.
- Developing and sharing best practices, toolkits, policies, and strategies that improve resilient outcomes.
- Expanding access to research opportunities, high-quality data, technology, metrics, and analysis to inform resilience planning and projects.
- Fostering collaborative leadership and community engagement to build broad support for regional resilience.
- Creating and leveraging partnerships that improve access to funding.
- Fostering a culture of collaboration across organizations by breaking down silos and integrating resilience into everyday functions, processes, and decisions.

EARLY REGIONAL WINS

Even in its early stages, the SLRC is already delivering results. The Port Royal Sound Foundation has secured funding from the Community Foundation of the Lowcountry to address stormwater management challenges identified in regional vulnerability assessments. The Lowcountry Council of Governments has identified SLRC as a strategic stakeholder in implementing recommended actions in the region's Transportation Resilience Improvement Plan. The SC Office of Resilience has recognized SLRC as a key partner in regional resilience funding opportunities to reduce flooding risks throughout the Southern Lowcountry.

SUPPORT AND PARTICIPATION

Participation in SLRC helps communities reduce long-term infrastructure costs, strengthen grant applications, and avoid duplicating expensive studies, freeing up local dollars for other priorities. The collaborative is open to all sectors, including local government, business organizations, non-profit organizations, academia, and state agencies that are committed to **prioritizing resilience, investing wisely, acting proactively, and reducing future costs — together. Join us.**

Scan to learn more

AGENDA

ITEM# 9C

STATE OF SOUTH CAROLINA
JASPER COUNTY

RESOLUTION NUMBER R-2026-82

RESOLUTION OF JASPER COUNTY COUNCIL TO APPROVE THE SOLE SOURCE PROCUREMENT OF MOTOROLA SOLUTIONS, INC. FLEX SUBSCRIPTION SUITE AND RELATED SERVICES FOR JASPER COUNTY AND ITS MUNICIPALITIES PURSUANT TO THE JASPER COUNTY PURCHASING AND CONTRACTING ORDINANCE, AND MATTERS RELATED THERETO

WHEREAS, the Jasper County Council entered into a lease purchase agreement with Motorola Solutions, Inc., on March 26, 2020, for computer aided dispatch (CAD) equipment, records management (RMS) equipment, and jail management (JMS) equipment, and accompanying software, currently known as "Flex System"; and

WHEREAS, the agreement between Jasper County and Motorola Solutions, Inc., executed on March 26, 2020, included a five-year maintenance plan; and

WHEREAS, the maintenance plan expired in August 2026, and a new maintenance agreement must be executed; and

WHEREAS, Motorola Solutions, Inc. is migrating all agencies currently using the same or similar Flex System to "Flex Subscription", a subscription-based product suite consisting of over six bundles and additional dashboards with a unified, single-source database that shares data across the agency. The Flex Subscription provides options that will 1) improve service to the citizens of Jasper County, 2) increase system stability, and 3) diversify the system to a hybrid solution including both premises and cloud connections; and

WHEREAS, it is in the best interest of the citizens of Jasper County to continue using Motorola Solutions, Inc., equipment and software; and

WHEREAS, Motorola Solutions, Inc., the chief purchasing officer, with the consent of the county administrator, has determined that Motorola Solutions, Inc. is a sole provider for the maintenance of Motorola Solutions, Inc. equipment and software; and

WHEREAS, the five-year subscription migration pricing, excluding sales tax, totals $438,500 with five annual payments beginning in year one $ 78,080, year two $ 82,880, year three $87,030, year four $93,230, and year five $97,280; and

WHEREAS, the year one payment of $78,080 plus tax of $7,028 is due and payable within fiscal year 2026: and

WHEREAS, the year one payment will be coded to RADIO MAINTENANCE (010-048-2410); and

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that the requirements of Article V, Sec. 2-411 are met and hereby approve the migration of the current Motorola Flex System to the subscription-based Motorola Flex Subscription; and

BE IT FURTHER RESOLVED THAT, the County Council authorizes the Interim County Administrator, Mr. James Iwanicki, to execute the purchase agreement.

SIGNATURES FOLLOW

This Resolution No. R- 2026-82 made the 16th day of November 2026.

_____
W. J. Rowell, III
Chairman

ATTEST:

_____
Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

_____ _____
County Attorney **Date**

Appendix A
Resolution #R-2026-82
Published with permission of Motorola Solutions, Inc.

Proposal

Jasper County, SC

Flex Subscription Migration

October 21, 2026

20043753431

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

October 21, 2026

Jasper County Emergency Services
1509 Grays Hwy, Ridgeland, SC 29936
RE: Motorola Flex Subscription Migration

Dear Philip Cothran,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide Jasper County Emergency Services with this proposal to migrate your current Flex system to Flex subscription. The Flex subscription suite consists of over six bundles and additional dashboards with a unified, single-source database that shares data across your agency. With solutions ranging from CAD and Records Management to Jail with multiple cloud enhancements, Flex improves workflow efficiency and increases situational awareness. More than 3,500 agencies, in 48 states, have chosen Flex as a trusted solution for public safety.

Flex subscription provides a solution to meet your agency's specifications, and prepares for future growth and changes. As part of Motorola's end-to-end ecosystem of public safety tools, Flex works with your existing infrastructure to streamline how information is received, shared, and analyzed. And with a single point of data entry for all functions, it is an easy-to-use system that allows your personnel to work with speed and accuracy in the most critical moments.

Motorola Solutions' proposal is subject to the terms and conditions of the enclosed Products and Services Agreement. You may accept this proposal by delivering to Motorola the executed documents attached. Pricing will remain valid for November 20, 2026. Motorola appreciates the County's consideration of this Proposal. Please direct all inquiries regarding this Proposal to Motorola Software Sales Account Manager, Zack Smith, at 843-544-3727, or via email at zack.smith1@motorolasolutions.com.

Sincerely,

Derrick Duggins
Sr. Manager, Software Enterprise
MOTOROLA SOLUTIONS, INC.

Solution Summary

Driving Your Success

Motorola Solutions' Flex Subscription offers a hybrid, continuously updated platform, ensuring Jasper County, SC, has access to the latest mission-critical tools for enhanced public safety and operational efficiency.

Imagine a critical incident unfolding: a multi-vehicle accident with potential hazardous materials. Officers are en route, but information is fragmented, and communication channels are congested. Without immediate, comprehensive data, responders face increased risks, and the community experiences delayed, less effective intervention. This scenario highlights the urgent need for integrated, real-time information access and streamlined workflows.

Motorola's Flex Subscription directly addresses this need by providing a unified ecosystem. Flex CAD Plus allows dispatchers to manage calls efficiently, while Flex Mobile CAD Plus empowers officers with critical incident details, mobile mapping, and voiceless communication directly from their vehicles, freeing up airtime. Concurrently, Flex Records Management Plus centralizes all incident data, enabling rapid report generation and comprehensive case management. Flex Mobile Records further extends this capability, allowing field personnel to access and input detailed narratives and images, conduct queries across multiple databases, and scan driver's licenses for accurate data entry, all without returning to the station or relying on dispatch. This integrated approach ensures that every responder has the right information at the right time, improving situational awareness, accelerating response, and ultimately enhancing officer safety and community security.

Flex Subscription Hybrid Features

Included in the Flex subscription base offer, the Customer will have access to various hybrid features and cloud-based functionality. Subscription customers are authorized to use any CAD | Mobile | RMS hybrid feature that has a comparable on-prem equivalent, such as the CAD Web Client or Multi-Agency Search. As mentioned previously, new cloud-based features and benefits beyond the contracted solution will be available for purchase separately as an add-on to the base subscription. Examples of these add-on subscriptions include the CC CAD Disaster Recovery for Flex and the CC Responder Field Reporting Forms.

It is understood that throughout the duration of this agreement, Motorola Solutions may innovate and introduce additional CAD | Mobile | RMS cloud-based functionalities. Subscribers are hereby granted the authority to access and utilize any hybrid feature within the CAD | Mobile | RMS suite that aligns with their on-premises authorizations at time of hybrid feature release. Motorola solutions may introduce additional cloud-based functionalities which enhance the value and capabilities beyond the

scope of the original contracted solution. These new features, should they emerge during the active contract period, may not be automatically included in the base subscription, but rather will be made available for current subscribers to acquire as an optional, supplementary purchase.

Motorola Solutions explicitly maintains the right, at its sole discretion, to (a) extend such features and functionalities to on-premises systems or through cloud services, and (b) unveil novel features or advancements as part of a Major Release.

While several hybrid features will be available from the outset of the Customer's (see list below), additional cloud-based features and improvements will be made available throughout the term of the subscription.

CAD Hybrid Features

- CAD Web Client
- CommandCentral Responder CAD
- CommandCentral Map
- Agency Alerting
- Public | Private Incident Collaboration

RMS Hybrid Features

- Multi-Agency Search

Subscription Support Services

- Endpoint Security

Flex Suite Migration

The Flex Suite			
Software Bundle Module Options			
System Core *(Required)*			
✓	• Active Directory Integration • ArcGIS Desktop Basic License • OEM ArcGIS Server Standard License • Data Replication • HUB • Imaging • Statelink query		
Computer Aided Dispatch (CAD)			
	CAD Standard Bundle • CAD • CAD Mapping • E9-1-1 Interface • Rapid Notification 2.0 • RN 2.0 Messaging Services via VESTA Communicator API	✓	**CAD Plus Bundle** • CAD Standard Bundle • Alarm Tracking and Billing • Premises and HazMat Information • Response Plans
Records Management (RMS)			
	RMS Standard Bundle • Evidence Barcode And Auditing • Evidence Management • IBR • Law Records • Offender Tracking • Personnel Management • Pin Mapping • Traffic Information	✓	**RMS Plus Bundle** • RMS Standard Bundle • Civil Process • Equipment Maintenance • Fleet Maintenance • Inventory Management • Licenses And Permits • Pawned Property • Vehicle Impound
Mobile (MDT/ iOS & Android)			

✓	**Mobile CAD Bundle** • Flex Arcgis Desktop Network Analyst License • Flex Touch • Mobile Avl And Mapping • Mobile Premises And Hazmat • Mobile Voiceless Cad • Quickest Route • CC Responder Dispatch	✓	**Mobile RMS Bundle** • Driver License Scanning • Mobile Arrest Form • Mobile Field Report W Field Interview • Mobile Records • Mobile State & National Queries
Jail Management (JMS)			
	Jail Standard Bundle • Cell Check • Inmate Tracking • Jail Management • LiveScan Fingerprinting Interface	✓	**Jail Plus Bundle** • Jail Standard Bundle • Disciplinary Actions • Inmate Work Assignments
Dashboards			
✓	**CAD Management Dashboard**		
✓	**Command Staff Productivity Dashboard**		
✓	**CompStat Management Dashboard**		
Interfaces (consistent with current Flex interfaces)			
✓	**E9-1-1 INTERFACE**		
✓	**LIVESCAN FINGERPRINTING INTERFACE**		
✓	**PICTOMETRY INTERFACE**		
✓	**KEEFE COMMISSARY INTERFACE**		
✓	**INTELLICOM INTERFACE**		
✓	**SOUTH CAROLINA REPORTBEAM ECITATION INTERFACE**		

✓	**SOUTH CAROLINA REPORTBEAM ECRASH INTERFACE**
✓	**FLEX ERS FIRE AND EMS RECORDS INTERFACE**

Flex Subscription Hybrid Features		
CAD Hybrid Features • CAD Web Client • CAD Continuity • CommandCentral Responder CAD • Assist Map • Agency Alerting • Public | Private Incident Collaboration	**RMS Hybrid Features** • Multi-Agency Search • Form Builder • Narrative Assist	**Subscription Support Services** • Endpoint Security

CAD Hybrid Features

CAD Web Client

The CAD Web Client is a light web-based CAD client that augments the Flex CAD on-premises system, providing seamless bi-directional functionality between the CAD web user and the dispatcher in communications.

The product is useful for the following user groups:

- Dispatch supervisors
- First Responders
- Command Staff in need of real-time CAD monitoring
- Desk Officers
- Non-emergency call takers

CAD Web Client provides authorized access to CAD incident and unit information via a Chrome web browser. The client provides the benefits of a cloud-based deployment without a need to VPN into a network to access critical CAD data. The application can be used on a single display or across multiple computer displays.

CAD Web Client also provides the capability to create single-agency / single-discipline CAD incidents with address validation against Esri World Geocoder as well as agency-owned GIS data. The application

also provides the ability to assign Report numbers (single and multiple against owning and responding agencies). Users can also update CAD incidents (involved persons, vehicles, comments). The CAD Web Client is exclusively cloud-hosted by Motorola Solutions, utilizing Azure Government Cloud.

CAD Web Client provides basic incident search capabilities so that users can look up pending, active, and closed incidents by several parameters (CAD Incident ID, RMS Report ID, involved person's first, last name, and phone number, comments, address, and incident type). Users can also view incident history from within the Web Client UI to understand the chronology of events in a given CAD incident.

The customer will have access to the following functionality:

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and display of assigned units) including map layers
- Incident search capabilities
- Basic agency-based incident and unit monitoring permissions to restrict unauthorized access
- Viewing printable incident details report from CAD incident details.
- Incident history
- Incident management capabilities
    - Incident create (single/multi-discipline) with ESRI World Geocoder Field initiated incident
    - Unit assignment
    - Add comment, persons, vehicles
    - Incident close and reopen
    - Request a Records/RMS Report Number
    - Display of associated incidents
    - Unit status update, place on/off duty

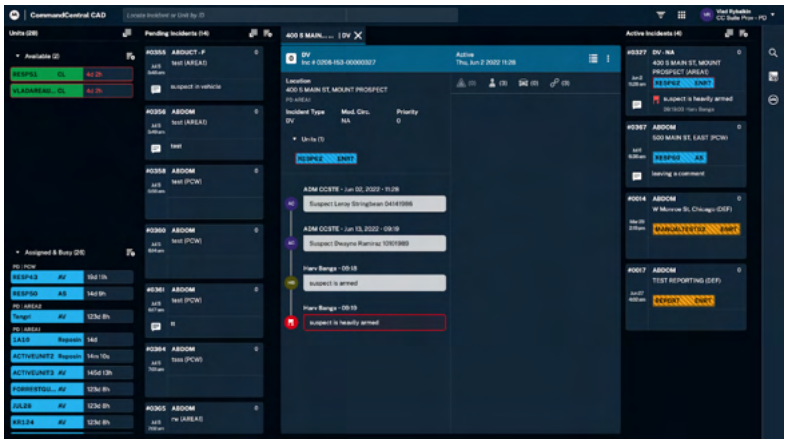


Figure 1: Single screen default view [Dispatch mode]

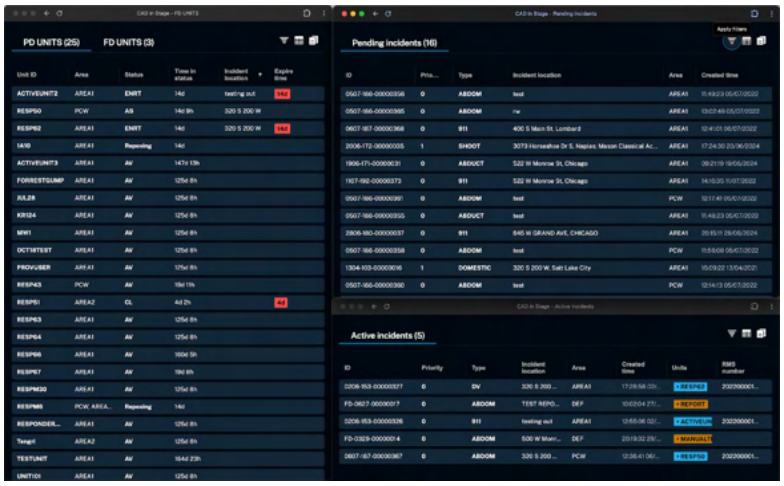


Figure 2: CAD Web Client Extracted Status Monitors [single page view]

CommandCentral Responder with FLEX CAD

CommandCentral Responder extends the power of an agency's FLEX computer-aided dispatch (CAD) system directly to the field, putting critical incident details in the hands of officers—exactly when they need them.

Available for iOS and Android, this intuitive companion app seamlessly integrates with existing Motorola Solutions technologies, enabling officers to update their unit status, monitor incidents and responding units, add CAD comments, capture information, complete workflows and stay connected to the dispatcher while in the field.

This means faster response times, improved communication, increased situational awareness, and enhanced officer safety. CommandCentral Responder breaks down the barriers between Dispatch and the field, enabling officers to access critical information anywhere, anytime. No longer tethered to

vehicles or clogging the radio airwaves, officers can stay informed, react swiftly and make more informed decisions, leading to a safer and more connected situation for everyone.

CC Responder CAD supports the following Mobile Operating Systems:

- iOS 15 and after
- Android 10 and after

CommandCentral Responder is a cloud-based application that enables law enforcement officers to access FLEX CAD to view or update incident and status information using mobile devices.

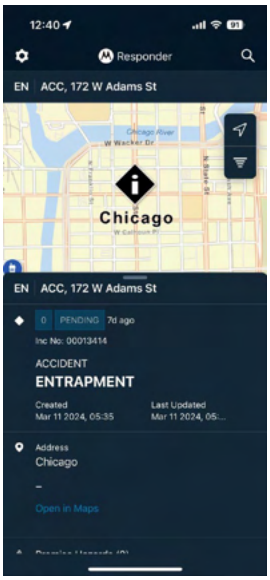


Figure 3: Sample CommandCentral Responder Incident Details Screen

CAD Functionality

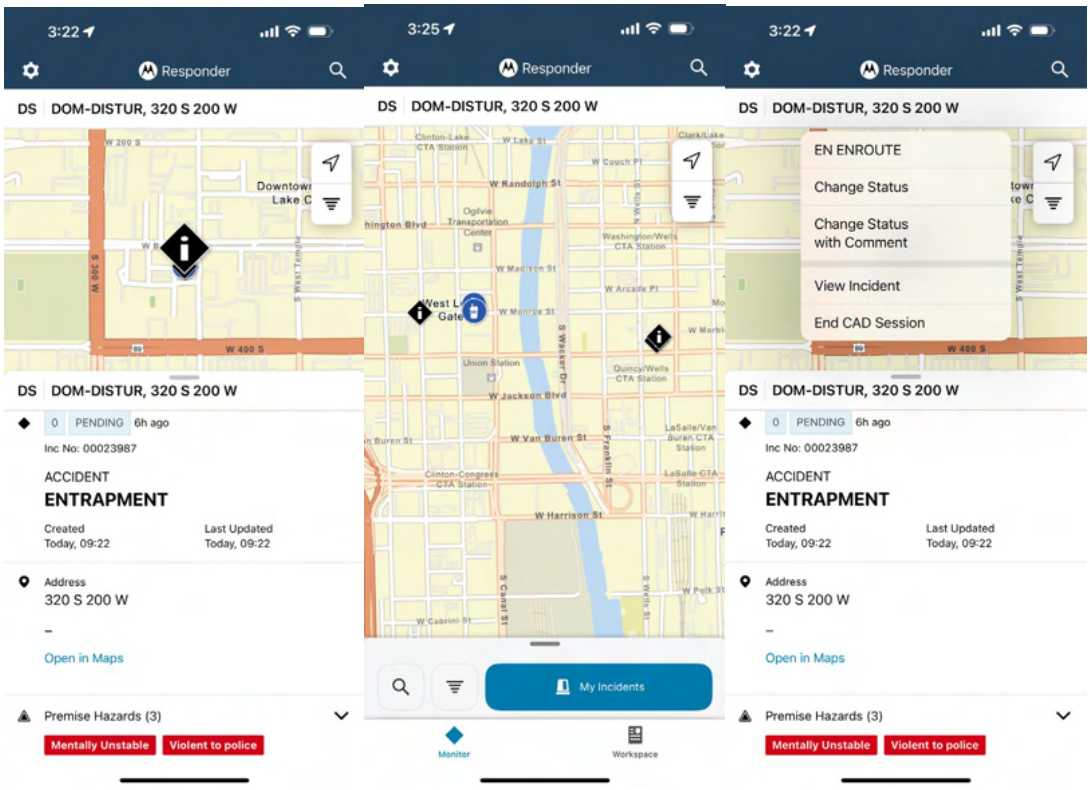


Figure 4: Incident Details **Figure 5: CAD Map (Units & Incidents)** **Figure 6: Change Status**

CommandCentral Responder CAD provides First Responders and other authorized personnel with the following functionality:

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and location of assigned units)
- Incident & Unit search capabilities
- Unit status update
- Address verification and reverse geocoding
- Premises hazards
- Apple CarPlay®
- Editing and Update capabilities
    - Incident creation
    - Self Assignment of Incidents
    - Send and Receive CAD comments

- Unit status change
- Incident close with disposition

Configuration

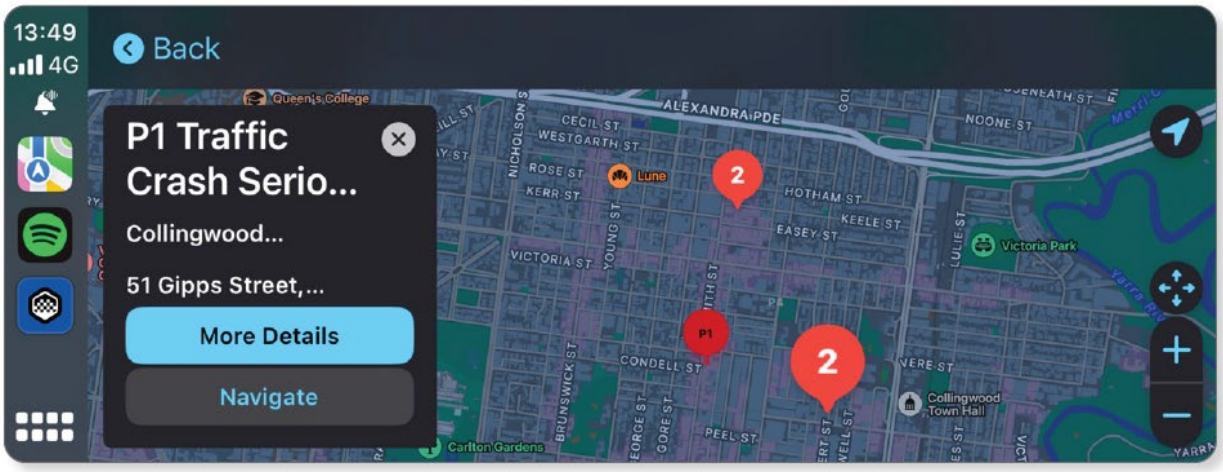
During the deployment process, Motorola Solutions will configure CommandCentral Responder with your agency's required fields as defined by CC CAD or FLEX CAD tables, including the incident status, unit status, incident type, and various other CAD options.

Responder CAD with CarPlay®

CommandCentral Responder on Apple CarPlay®–an integration that brings relevant mobile dispatch features to your patrol car's hands-free infotainment system.

Apple CarPlay® provides officers with intuitive, in-dash access to critical information from their agency's Flex CAD system. It is compatible with voice control features, allowing officers to stay focused on the road and obtain vital details and updates of an incident before arriving on scene. Officers can also use voice-to-text to dictate critical CAD comments to update details for all responding units while keeping both hands on the wheel.

Officers can easily view and interact with a list or map of incidents and other units in the area, see their assignments from Dispatch, self-assign to open incidents, complete status updates, and launch turn-by-turn navigation to get on scene quickly. When incidents change or are updated, officers can stay informed by on-screen notifications that can also be read aloud through Apple CarPlay®.



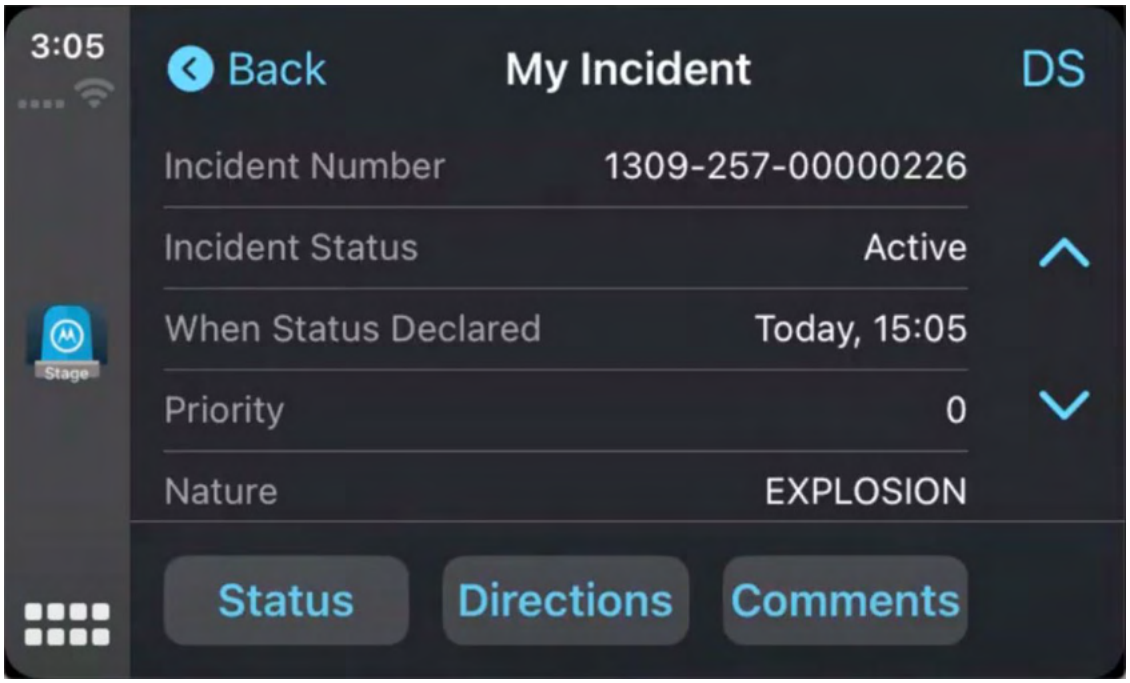


Figure 7: CommandCentral Responder CAD Apple CarPlay User Interface

Authentication and Data Security

CommandCentral Responder data is transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption to protect from unauthorized access. To access the system, a user must present multiple authentication factors to CommandCentral Identity Management. All user requests and other user data are protected by Azure Government services.

Situational Awareness

The Flex Subscription Offer includes a secure and interoperable solution for public safety agencies to speed response times by sharing data, automating workflows, and more effectively collaborating across jurisdictions and on different CAD systems. Using AI to enhance situational awareness, this software solution gives 9-1-1 dispatchers, first responders, and relevant emergency service agencies the information they need to respond more effectively and cohesively to critical incidents.

In moments of crisis, whether it be a mental health situation, an active assailant, or a weather emergency, there are many moving parts and often a deluge of incoming information. With an intuitive user interface that shows automated alerts, map locations, task assignments, and situational updates, the situational awareness solution allows you to give advance notice, allocate resources, and communicate better with the key leaders in your organization.

Tools that enhance agency responses include:

Proximity Alerts

Key data from an ongoing event, including locations indicated on an interactive map, are used to automate critical notifications and quickly get the right information to the right people.

Complex Event Management

During complex situations that require coordinated effort across multiple agencies or jurisdictions, an incident can automatically trigger a dedicated collaborative event, assign tasks for your team to complete, and offer easy mechanisms for tracking progress and updates.

Cross Agency Visibility

Sharing CAD data with neighboring organizations enables both jurisdictions to see events and updates in real time, allowing both teams to give a faster response, and increasing situational awareness across jurisdictions.

By sharing relevant information and improving workflows, the situational awareness solution offers the following benefits to your team:

Increased situational awareness for incidents across jurisdictions, such as a multi-alarm fire, major interstate crash, active string of crimes, severe weather, active pursuit of wanted person, missing person search, and more.

Improved officer safety through effective dispatch workflows and automatic notifications.

Reduced opportunities for human errors thanks to configured tools such as task assignment, reminders, and checklists, as well as an easy flow of communication that decreases the number of calls to transfer.

Best-in-class speed, deliverability, and reliability of notifications via SMS, voice, email, or applications based on automated rules leveraging any elements in the CAD incident data.

Support for expanded or alternate dispatch workflows, including for mental health or domestic violence incidents.

Lower total cost of ownership with cloud-based hosting and a single secure connection to a data hub.

Public | Private Incident Collaboration

The Flex Subscription Offer includes a crisis management platform that supports your team's communication and collaboration, whether in routine situations or emergencies.

Within the incident collaboration functionality included, it is easy to establish clear responsibilities, immediately assign critical tasks, and provide event-specific materials to ensure procedures are being followed. Responses and actions are automatically recorded and tracked to confirm that the appropriate steps are being taken.

Benefits of incident collaboration include:

Increased coordination between team members

From a single screen, users can see their own tasks as well as what has been assigned to others. Team members are connected and can address situations with a planned strategy, making coordinated decisions in real time as actions and tasks are accomplished.

Greater situational awareness for all personnel

Notes, status reports, and next steps are immediately visible. From the onset of an event through the all-clear signal, your organization’s leadership and responsible personnel are current from one moment to the next.

Faster response times in moments of emergency

Incident collaboration provides a clear list of tasks and responsibilities, templates for all types of scenarios, and an easy mechanism to record and share actions taken. Teams are prepared to act quickly during the initial critical moments of an incident as first responders arrive.

Automatic record of events and response sequence

A detailed timeline records all actions taken during routine situations or unexpected emergencies, providing your staff with the information they need to complete reports, communicate about outcomes, and improve response strategies for the future.

Incident collaboration helps your organization to be prepared for all possible scenarios. Team members quickly share critical data, send notifications, and coordinate a response to make sure every task is completed.

Agency Alerting

The Flex Subscription Offer includes a reliable, easy-to-use solution for sending mass notifications or targeted messages to your organization. This cloud-based, customizable platform supports both emergency communications and everyday operational messages for a defined audience.

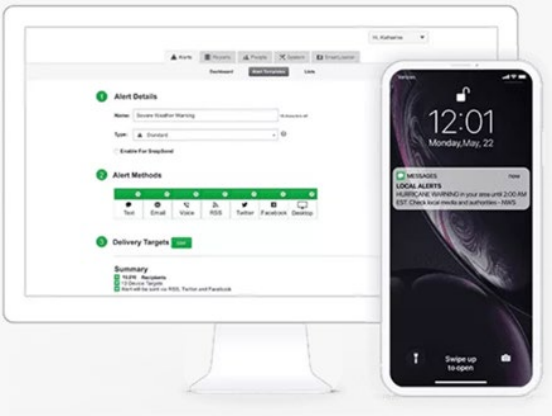


Figure 10: Agency Alerting User Interface

Quick and Reliable Messaging

Whether for a planned event or an unforeseen emergency, agency alerting offers your administrators an intuitive interface and customizable templates that guarantee immediate and accurate messaging to the appropriate users. Instant notifications via all channels – text, voice, and email – helps to expand your reach for mass notifications.

Enhanced Internal Coordination

Using an intuitive database that administrators can easily manage and update, agency alerting helps to bolster the coordination of groups by location, department, or other criteria that you choose. Administrators can customize their interface, provide updates to internal users, and receive immediate reports on alert success and delivery rates.

CommandCentral Map

CommandCentral Map offers a unified mapping interface, powered by ESRI, to display resource and event locations and alerts. Users can view all location-based data on the map display. The CommandCentral Map also includes access to the following:

- **Custom Map Layers** – Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- **Data Layer Panel** – Show or hide data and custom map layers to refine the map view.
- **Event Detail Display** – View details associated with each event on the map.

- **Incident Recreation** – Replay a timelapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or ESRI ArcGIS Pro.
- **Traffic and Weather** – Overlay real-time traffic data and a weather radar map layer.
- **Building Floor Plans** – Enhance your map view with the addition of static indoor floor plans.
- **Collaborative Drawing Tools** – Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- **Zones of Interest** – Create geofences that geographically filter information in a defined area.
- **Directed Patrol Alerts** – Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- **Unit Management** – From CommandCentral Admin, affiliate various resources into a single unit that can be named and intelligently tracked based on data from all affiliated resources.
- **Modules:**
    - Esri-based Unified Map
    - CAD-Like Configurable Event Monitor
    - Workflow Automation Rules Engine
- **Integrations** (NOTE: Integrations are available in the instances that those applications are also owned or purchased by the customer):
    - VESTA 9-1-1 – Call locations and details
    - CommandCentral, PremierOne or Flex CAD – Incident locations and details as well as unit location, status and detail (if enabled within CAD system)
    - Rave Mobile Safety Panic Button – Panic alert locations and details
    - Rave Alert – Receive location-based alerts on the map for immediate awareness of high-priority events.
    - Facility Profiles – Access critical property, building and campus information
    - Smart911® - Access critical person information, including health and emergency contact information.
- **Share critical incident data with jurisdictional partners and stakeholders** outside of CAD such as Emergency Management, DOT, and other extended response teams via configurable rules
- **Proximity Alerts** – based on event and location, automate critical notifications and quickly get the right information to the right people. Common use cases include soft target protection like schools and government facilities.

RMS Hybrid Features

Multi-agency Search

The Multi-Agency Search feature provides a robust search interface enabling participating Motorola Solutions agencies to share Persons, Vehicles, and Incident Report data from the Flex Records Management System (RMS) with other PremierOne and Flex agencies. This collaborative tool empowers agencies to:

- **Control Data Sharing:** Agencies have the discretion to select the specific types of information that are available for sharing.
- **Manage Sharing Partners:** Each agency can manage its list of trusted agencies with which to share data with, ensuring that data- sharing arrangements are mutually agreeable and maintain data integrity.
- **Enhance Search Capabilities**: Participating agencies that have opted in will gain the ability to conduct searches across a broader regional data set, which can foster a cooperative environment among agencies, streamline investigative processes, and ultimately enhance public safety operations through more effective data utilization.

Statement of Work — Flex Subscription Migration Offer

Introduction

The System includes Subscription Software (as outlined in the Solution Summary), Provisioning Services, and Maintenance Service. This Statement of Work sets forth the installation of the system and later sections address the maintenance of the system.

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc (Motorola) subscription bundle offering as presented in this offer to the “Customer” (hereinafter referred to as Customer). When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third-party partners. When assigning responsibilities, the phrase Customer will include Customer’s third-party vendors and subcontractors.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges that such deviations and changes to this SOW may incur additional costs. Said additional costs will be disclosed and mutually agreed upon between Motorola and the Customer pursuant to the change provisions of the Agreement and prior to any work being performed.

Unless specifically stated, Motorola work will be performed remotely. The Customer will provide Motorola resources with unrestricted direct system access to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors’ SOWs (if applicable) does not imply or convey a subscription license or service that are not explicitly listed in the Agreement.

Subscription License and Completion Criteria

The contracted system includes a subscription-based solution; the subscription service period will begin upon providing credentials to basic configuration (“basic” is defined as standard system functionality with cloud capabilities and Non customizations to the software or system) of the licensed software.

Additional Motorola Integration Services and Configuration are also provided as part of the Subscription. These additional services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. The Customer’s task completion will occur per the Project Schedule enabling Motorola to complete its tasks without delay.

Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within 10 business days of completion or receipt of a deliverable.

The subscription service period will begin upon Customer’s receipt of credentials required for access to cloud services, unless mutually agreed upon and acknowledged in accordance with the terms of Customer Agreement and the Service Completion Date will be memorialized by Motorola and the Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

Cloud-Based Feature Enablement

The Customer’s cloud-based features and functionality, as listed in the Solution Summary section of this document, will be enabled and connected to the ancillary systems as defined in the Project Schedule. As new features and functionality are added to these base applications, they will become available to Customer during deployment and for the term of the subscription.

Customer will work with Motorola on the setup and configuration of Customer’s firewall to allow traffic from Motorola Cloud-Based Applications and Features.

CommandCentral Agency and User Setup

The Customer’s agency and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Responsibilities

- Use the CommandCentral Admin tool to establish Customer and Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrators.
- Ensure all System Administrators complete the Learning Center CommandCentral Admin training.
- Use the CommandCentral Admin Console to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Motorola Deliverable

- Initial agencies and users have been configured.

CAD Cloud Adaptor Installation and Configuration

Your agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user. Remotely complete the installation of CAD Cloud Adaptor to include networking, firewall, and load-balancer configurations.

Motorola Responsibilities

- Create CommandCentral Agencies
    a. Production Agency – Use the Customer's existing agency if available or create a new Agency if needed.
    b. Non-Production Agency – New CommandCentral Agency for the non-production CAD Cloud Adaptor r to facilitate software evaluation and training.
- Remotely install CAD Cloud Adaptor on the following Flex environments:
    a. Primary - Production
    b. Disaster Recovery – Production
    c. Hosting Site – Non-Production (Training or Staging)
- Verify network connectivity and test connection between Flex and CAD Cloud Adaptor l.

Customer Responsibilities

- Provide a network path from the Flex firewall to the internet.
    a. Open the firewall ports or FQDNs specified by Motorola to facilitate connectivity between CAD Cloud Adaptor and the Cloud Services.

b. Provide an external internet connection to a Network Time Protocol (NTP) source of NIST or Google.
c. Provide an internet connection with capacity, as stated in the Motorola Networking Guide to support the operation of all Motorola hybrid solutions used on the system.

- Participate in Cloud Agency configuration and testing.

Motorola Deliverable

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Workstation Configuration

Motorola Responsibilities

- Verify remote access to workstations.
- Request IP address to target workstations.
- Configure contracted CommandCentral workstations.

Customer Responsibilities

- Provide a dedicated delivery point for receiving, inventory, and storage of equipment.
- Receive and inventory contracted equipment (reference equipment list).
- Perform physical installation of the CommandCentral Solution workstations. Connect to power and network. Assign IP addresses for the network.
- Give assigned IP addresses of target workstations to Motorola.
- Provide remote access to the CommandCentral Solution workstations.

Application Provisioning

Motorola will discuss industry best practices, current operations environment, and subsystem integration to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

- Using the CommandCentral Admin Console, provision users, groups, and rules based on your Active Directory data.
- Configure agency specific alerts, workflows, and protocols

Customer Responsibilities

- Supply the access and credentials to your Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries as to enable solution provisioning and configuration.

- Participate with Motorola in configuration of alerts, protocols, and workflows as requested

Client Installations

Client software will be installed on workstations to facilitate provisioning activities and provide instruction to Customer personnel who will complete software installation on the remaining workstations.

Customer Responsibilities

- Need to validate the RAM capacity and the hard drive space based on Motorola requirements.

Motorola Deliverables

- Installation Guide.

Training

Motorola Learning Center (Online Training)

Training is made available to you, in part, via Motorola's Software Enterprise Learning Center. This subscription service provides customers with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Courses delivered or supplemented by the Learning Center content are described in the training plan.

Motorola Responsibilities

- Configure a Customer-specific portal view.
- Create a learner's path access account to the Learning Center for each user name provided by the Customer.
- Provide instruction to the Customer Learning Center Administrator on building groups.

Customer Responsibilities

- Provide Motorola with names (first and last) and emails of your Learning Center administrators.
- Complete Learning Center Administrator training.
- Advise users of the availability of the Learning Center.
- Build groups as desired.

Endpoint Security Deployment

In order to establish initial expectation for deployment, Motorola will work with you on preparedness for implementation and support of Endpoint Security (EPS) with Security Operations Center (SOC) monitoring.

Motorola Responsibilities

- Configure and deploy the EPS service on Motorola-supplied equipment and integrate Service Connectors necessary to monitor and interact with the EPS solution.
- Provide ports and protocols to the Customer for the EPS solution.
- Provide recommendations on Endpoint Security and configuration to optimize threat identification.
- When available, remotely provide the customer the latest applicable EPS agent updates by pushing updates to the Customer servers and clients.
- The SOC consults with the Customer on the appropriate deployment of the EPS solution.
- The SOC will open Security Cases with the Customer with recommended actions as appropriate.

Customer Responsibilities

- Deploy and maintain EPS agents to Customer-supplied equipment.
- Configure networking infrastructure to allow EPS agents to communicate over the internet with the cloud.
- Initiate response actions on endpoints where Motorola is not authorized and/or enabled to respond via the EPS solution.
- Comply/consent with the terms of applicable licenses, privacy statements, or other third-party agreements where third-party software or services are utilized or provided by/through Motorola, including applicable EPS solution provider's end user license agreements (EULAs), if any.
- Obtain any third-party consents required to enable Motorola to provide the monitoring service, if applicable.
- Maintain their system on the supported SW release versions as defined in the software support policy.
- You must accomplish all infrastructure preparation tasks, as outlined in the Project Schedule.

Limitations and Exclusions

- The Service is limited to the following:
    a. Flex System servers
- All other equipment is excluded from this Service
- Latest releases of EPS agents will be tested and certified on the current supported software

release versions as defined by the Software Support Policy. If the customer's system is not kept in line with the current supported software, then Motorola cannot guarantee full effectiveness of this Service.

- Latest releases of EPS agents will be tested and certified on the current software release version. If the customer's system is not kept in line with the current software, then Motorola will not be responsible for full effectiveness of this Service. To restore full effectiveness of the service, Motorola may advise the Customer of the need to upgrade to the current software release version.

Future Full Cloud Migration

During the term of the subscription, you may opt to transition to Motorola's full cloud CAD | RMS suite. Exercising this option will limit scope to all functionality contained in the full cloud CAD | RMS suite base offer and all available cloud add-on subscription and services that are equivalent to your on-premises functional entitlements, at the time of full cloud suite adoption.

Professional services associated with provisioning and/or training end users on Motorola's full cloud CAD | RMS suite will be available at an additional price.

Flex Subscription Migration Support Services

Overview

Motorola Solutions' (Motorola) System offering consists of the Subscription Software and any optional services purchased by the customer. Flex Subscription includes service elements to sustain Flex systems. This document describes the Services that the Customer is entitled to as part of their Subscription Software.

Flex Subscription Services consist of the following service elements:

- Remote Technical Support
- Software Maintenance and Remote Upgrades
- Endpoint Security

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola Solutions, Inc (Motorola) and the Jasper County, SC (Customer).

To receive the services defined within this SOW, the Customer must keep the system within a standard support period as described in the Support and Maintenance Section of Customer's Agreement.

Remote Technical Support

Motorola CMSO Technical Support Center (CMSO) provides remote consultation with technical and product development resources skilled with diagnosing and resolving Flex platform performance and operation issues.

Subscription Software Maintenance and Remote Upgrades Service

Motorola ensures that Flex system users have access to the latest software updates. Customers can schedule software releases through the customer support portal and Motorola will provide the remote services required for the upgrade.

Cybersecurity Services (Endpoint Security)

Motorola's Endpoint Security Service reduces the risk that a cybersecurity threat will impact endpoint availability, integrity, and confidentiality. The Service includes detection and protection capabilities using endpoint detection and response (EDR) technology, coupled with 24/7 Security Operations Center

(SOC) monitoring. Cybersecurity analysts with experience working on mission-critical systems, will monitor the Customer's system for signs of cybersecurity threats. Endpoint Security applies solely to the Subscription Software residing on the server.

Motorola Service Delivery Ecosystem

Flex Subscription Software and System maintenance services are delivered through a combination of centralized teams equipped with a service delivery platform, a customer support portal, and applicable third-party vendors. These service entities will collaborate to analyze issues, diagnose root causes, and resolve issues to restore the Customer's network to an operational state.

Centralized Managed Support Operations

The cornerstone of Motorola's support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed by trained personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with predefined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

Software Customer Service Manager

A Motorola Software Customer Service Manager (CSM) will be the key point of contact for defining and managing software services. The CSM's initial responsibility is to provide the maintenance and support service and the Customer Support Plan (CSP) in collaboration with the Customer.

Your Motorola CSM provides coordination of service resources to enhance the quality of service delivery. The CSM is responsible for overseeing the execution of your support by serving in the role of Customer champion. They serve as a point of contact for resolution and escalation, monitoring of our contractual performance, reviewing and analyzing process metrics and fostering a relationship for continuous improvement with Customers.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for key issues. The division of responsibilities between the Customer and Motorola are detailed in this SOW.

Customer Support and Maintenance Expectations

In order to successfully deliver the services outlined in this SOW, the Customer is expected to assist Motorola with performing tasks related to administration, maintenance, and support.

Note: Motorola provides Flex SSA training at an additional cost. Motorola recommends a minimum of two individuals at the Customer agency receive SAA training. For more details regarding this training and scheduling, please reach out to Motorola.

The Customer's support personnel are responsible for the following:

- Provide a trained technical resource familiar with the operation of the Flex solution, to act as the Software Application Administrator (SAA).
- Administration, maintenance, and support of your Flex Solution.
- Troubleshoot: Diagnose, triage and resolve issues internally. If MSI assistance is requested, the SAA will make all reasonable efforts to assist in problem resolution. This may include problem reproduction, answering questions, supplying data, logs, error messages, etc.
- Initiate Service Request Tickets. Contact Motorola through authorized tools and processes outlined in the Motorola CSP to initiate technical support tickets.
- Assess Priority Level. Assist in assessing the urgency and impact of the issue so the correct Priority Level is assigned, as found in this SOW.
- Escalation. Contact Motorola to add information, make changes to existing technical support tickets or escalate service requests to Motorola management. Motorola CMSO contact information is provided in the CSP.
- Validate issue resolution prior to close of the ticket in a timely manner.
- The customer will provide all on-site hardware maintenance and service. The customer will contact the appropriate vendor directly for parts and hardware service. This includes, but is not limited to:
    a. Operating System ("OS") Upgrades: Customer is responsible for any OS upgrades to the System.
    b. Flex Server Maintenance (Virtual and Physical): Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
    c. Physical Workstation Maintenance. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Inspect physical equipment for damage or wear and replace parts as necessary.
    d. Client maintenance. Apply upgrades such as OS patches, administrative tools, and utilities.
        i. Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).

ii. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
iii. Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to Flex Solution Products latest published Anti-Virus Exclusions List.).
iv. Apply any Microsoft Critical Security patch to their Flex Solution that fits within the security and sustainability processes of the agency. Motorola recommends agencies follow Microsoft's guidance related to the application of Critical Security patches.

e. Mobile Client Maintenance:
i. Apply upgrades such as OS patches, administrative tools and utilities.
ii. Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
iii. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
iv. Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to latest released Flex Solution Products Anti-Virus Exclusions List.).
v. Configure and maintain all products relevant to mobile network connectivity (NetMotion, Verizon, VPN related products, etc.).

f. Third-Party Maintenance:
i. Net - Install, upgrade, configure, and maintain .net framework software as per minimum requirements outlined by Motorola.
ii. Server - Install, upgrade, configure, and maintain all servers hosting third-party products that interface to Motorola products. See Physical Server Maintenance Section above for additional explanation.
iii. Unembedded Third-Party Licensing - Maintain and apply all third-party licensing for products not specifically embedded within a Motorola proprietary product.

- Acquire, own, manage and renew the Private and Commercial Certificates needed to operate the Flex system, including but not limited to compliance with CJIS Security Policy.
- Custom Reports: Build/Modify/Support all custom reports in a manner that will not adversely impact Server/Database functionality. Custom reports are the sole responsibility of the creator and not supported by Motorola.
- Ensure that software is maintained based upon Section Software Maintenance and Upgrade Service.
- Ensure that minimum hardware and software requirements are maintained.
- Client Upgrade Installation and Testing (CAD / Mobile / RMS / Jail): Test, install and upgrade Flex Solution Software Releases. Report and supply data for any problems that are discovered with the software to Motorola for review and correction. Ensure that minimum

software/hardware requirements are met.

- GIS Updates: Flex Solution Map Maintenance
    a. Ensure validity and integrity of all GIS related data introduced to the system.
    b. Record modifications made to GIS files, and confirm expected behavior within the Flex Solution.
    c. Perform all server mapping updates, geoset transitions, and distribute updated map files to clients.
- Anti-Virus and Windows User Access Control: Install, configure, and upgrade chosen anti-virus software. Appropriately configure the user account control settings in a manner that ensures the files are accessible for system stability and successful operation. If system instability occurs after changing any system element pertaining to UAC or AV, report changes to Motorola via ticket entry. If unexpected behavior is experienced while UAC or AV are enabled, and does not occur after disabling UAC or AV, the Customer will be responsible for diagnosing and correcting the issue.
- System Backups: Perform and confirm successful completion of daily backup operations. Ensure that all required system files and data are successfully backed up to the appropriate media. Monitor health of all backup related hardware, including but not limited to HP tape library, recovery tapes, and disk drives. Maintain and upgrade backup related software, such as HP Data Protector. Prior to performing system or database upgrades, create a backup of the system and/or database to maintain a restoration point. Ensure that Flex Solution SSMS full and incremental database backups are completed successfully.
- Note: Tape Backups and HD Backups are the sole responsibility of the Customer
- Provisioning knowledge of the system: Customer must ensure that provisioning training and knowledge has been provided to those authorized to access and/or make changes within Flex Solution Provisioning portal. Provisioning changes should be tracked. This information should be supplied to Motorola to aid in troubleshooting efforts should a problem be experienced. Motorola now provides a tool to aid in provisioning change identification, but changes should be tracked internally by the Customer as a failsafe.
- Gathering Issue Logs (Server and Client): During non-business hours, supply all requested logs for problems that need to be diagnosed and resolved. In some circumstances, log automation will be implemented, however anything that is not automatically gathered, and deemed necessary by Motorola, must be furnished. Absence of requested data may lead to ticket closure.
- Customer Data Archiving: Customer is responsible for all Flex Solution Data Archival as per their internal requirements and needs. Adequate storage space should be maintained, and data must not be stored in a manner that adversely impacts the Flex Solution or component operations.
- Data Purging: Perform regular file archival and purge as necessary. Configure data purges compliant with government mandates and internal retention protocols. Maintain adequate storage space to ensure that retention of required data will not adversely impact Motorola

Solutions Systems.

- Storage Capacity Tracking and Maintenance: Monitor, maintain, and configure system data storage components in accordance with accepted standards and operational requirements as outlined by Motorola Solutions.
- Temporary DB File Size Maintenance: Monitor system temporary database size and available storage.
- Network Bandwidth and Stability: Install, monitor, and maintain network systems that provide stable operations and adhere to bandwidth requirements to ensure the effective operation of Motorola products and related system components.
- Software Connectivity: Customer must maintain and provide, at no cost to MSI, a Criminal Justice Information Services ("CJIS")-approved broadband internet connection to the server used with the Flex solution, 24 hours per day, 7 days per week, to facilitate remote support utilities enabling the Flex CMSO support personnel to connect to and provide assistance with the server used with the Software. Third party connectivity tools, such as client VPN software, cannot be required by the Customer.
- Backup Power: Install and maintain backup power source to ensure the effective operation of the Flex Solution System and all its components in the event of a primary power source failure.
- End User Training: Ensure that all end users of Motorola products are trained to perform their duties and not cause harm or upset of system functionality. Motorola offers additional training if necessary at an additional cost.
- Change Management: Notify Motorola of any changes made to the Flex Solution, associated interfaces, related hardware, software, network, or any other system element that may adversely impact operation or system functionality.
    a. Recommended best practices include a formal approval CAB (Change Advisory Board) driven by the customer (with multiple parties involved) and planning process to allow MSI and the customer to ensure they are properly informed/prepared that a particular change is being made at a specific time during a predetermined change window during a period of time where a customer does not have activity. Each change should include planning, testing (in a current practice or training environment), implementation plan, backout plan, and a post-implementation review.
- Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.
- Customer will permit and cooperate with Motorola so that Motorola may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and database management software. If the results of any such audit indicate that price has been understated, Motorola may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees).
- If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Motorola will have the right to

adjust the price for the Services to the appropriate current price for the new configuration.
- Customer agrees not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

Note - Motorola is not liable for any loss of functionality related to any changes or updates made to the solution by customer or third parties. We strongly recommend that customer advise Motorola of any proposed changes or third party integrations before undertaking same to ensure that functionality will not be adversely affected.

Subscription Services Detailed Description

Each of Subscription Service elements are detailed in the sections below.

Note - Delayed, incomplete or inaccurate customer-provided information may have a significant impact on the deliverables.

Remote Technical Support

Motorola's Remote Technical Support service provides telephone consultation for technical issues that require a high level of Flex network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola CMSO by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

Description of Service

The CMSO's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola's currently supported infrastructure. This team of specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls indicating incidents or service requests will be logged in Motorola's CRM system, and Motorola will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO classifies and responds to each technical support request in accordance with the defined Flex Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

Scope

Motorola's primary objective is to restore your Flex Solution to normal operations as quickly as possible and minimize the adverse impact of service events on our customers and their mission. This serves our primary goal of maintaining quality of service and availability. The Flex Solution team of specialists are available to the Customer as an integrated part of the support and technical issue resolution process.

All Customer requests for service and change requests are tracked centrally in Motorola IT Service Management (ITSM) toolset, resulting in a ticket number. All CMSO support activity that occurs after the cutover of the system into production is tracked in this system to promote consistent visibility of all activities.

All calls requiring incidents or service requests are assigned a priority in accordance with the agreed Flex Priority Level Definitions and Response Times. Via the ITSM, Motorola will track the progress of each ticket from initial capture to resolution. Motorola will advise and inform the Customer of the ticket progress and tasks that require further investigation and assistance from the Customer's technical resources.

Incident Reporting and Response

The CMSO Technical Support team is available via telephone on Monday - Friday from 5 a.m. - 6 p.m. Mountain Standard time, excluding holidays, to log requests and address issues. Remote Technical Support service is provided in accordance with the Flex Priority Level Definitions and Response Times.

At a minimum, when reporting an incident using the toll-free number (800-MSI-HELP, the CMSO will require:

- Customer name (Site).
- Caller's name.
- Caller's contact number (supply alternate call back number).
- Description of the problem or request.
- Operational impact of the problem (Priority Level).

Reporting Trouble – The CMSO number is provided to all customers for Flex Solution issues. If the issue cannot be resolved through our remote diagnostics, then the Customer's technician will be required to report on-site to assist with the troubleshooting effort.

Response Time – Shall be defined as the amount of time expired between the time in which the issue is reported to CMSO by the Customer to the time that a qualified technician is actively troubleshooting the issue.

Incident Time – means the period of time during which the service or any service component suffers an Incident. Incident Time shall commence when the issue is either (a) detected by monitoring or (b) reported to the CMSO by the Customer. Incident Time shall end upon completion of the repair or restoration of the service or service component. Incident Time shall not include downtime attributable to (a) Force Majeure conditions (as defined in the applicable agreement); or (b) scheduled preventive maintenance that the Customer was notified of and consented to in advance.

Inclusions

Remote Technical Support service will be delivered for Motorola-provided equipment, including integrated third-party products.

Motorola Responsibilities

- Maintain availability of the Motorola CMSO via telephone (800-MSI-HELP) during predefined business days and hours to receive, log, and classify Customer requests for support.
- Open a ticket and categorize the reported issue or request.
- Respond to and resolve incidents and technical service requests in accordance with the Flex Priority Level Definitions and Response Times.
- Perform analysis to assist in identifying a corrective action plan.
- Provide the caller a corrective action plan outlining additional requirements, activities or information required to achieve restoration / fulfillment.
- Maintain communication with the Customer as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.
- Provide regular status updates for incidents.

Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for third-party equipment or APIs.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

Customer Responsibilities

- Prior to contract commencement, provide Motorola with pre-defined information necessary to complete the CSP.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide list of authorized individuals to be added to the Flex ticket tracking system. Only authorized individuals are able to initiate an incident with the Technical Support team.
    a. Only authorized contacts from your organization will be allowed to submit and update incidents. This is done to help manage duplicate incident entries and to avoid users making unauthorized changes to the Flex solution.
- Contact the CMSO Technical Support team to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply skilled and trained on-site personnel when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with the Flex Priority Level Definitions and Response Times.
- Cooperate with Motorola, and perform all acts that are reasonable or necessary to enable Motorola to provide Remote Technical Support.
- In the event that Motorola agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola to provide the service.

Software Maintenance and Upgrade Service

Description of Service

Motorola Subscription service includes remote upgrades of any Software Releases of Motorola Solutions' Flex software that may be available. Motorola Solutions will make commercially reasonable efforts to provide releases that have been analyzed, pre-tested and certified in a dedicated test lab. Software Upgrade Services are defined as the labor services required to remotely execute the planning and delivering of software releases to the Customer when and if releases of software become available for those solutions components purchased as part of the Agreement.

The customer will be responsible for initiating the Flex Software Upgrade request for remote support for the implementation of software upgrades. Hybrid features will be updated automatically without Motorola remote support involvement.

Note: The following sections, Scope through Flex Solution Production Cutover section apply only to the Flex Software.

Scope

As system releases become available, Motorola will provide Customer with the software and remote support services required to execute the software upgrade over the term of this Agreement.

A “Major Release” shall refer to any updated version of the software that may include product enhancements, improvements, defect resolutions, and functionality updates. Motorola Solutions reserves the right to:

(a) Provide such functionality for on-premises equipment or via cloud-based services, and

(b) Introduce new features or enhancements that may be presented as separate, optionally purchasable items.

In instances where there is ambiguity regarding whether functionality is included in the subscription or as a separate purchase, Motorola Solutions will have the final determination provided that it treats the offering as a new offer for its customers generally.

A “Minor Release” shall encompass software updates to Major Releases that include critical defect resolutions, and critical security and vulnerability patches that do not modify the software's overall structure. Defect resolutions for critical and high-priority issues as characterized by Motorola Solutions' established priority classification guidelines. All Minor Releases are subordinate to subsequent Major or Minor Releases.

Motorola Solutions agrees to provide Minor Releases that include defect resolutions and critical security and vulnerability patches for the current Major release and the previous two Major Releases (n-2). At Motorola Solutions’ discretion, defect resolution may only be applied to a subset of supported releases. The Customer may be required to upgrade to the latest Major Release in order to receive the resolution.

It is the responsibility of Motorola Solutions to remotely install such Releases on the Customer's on-premises server equipment as requested. The Customer shall be responsible for ensuring that all clients within their operational environment are updated with the latest Releases to maintain software functionality and compatibility.

Customer’s software environment must be on a Release no older than n-2, where n is the current available Major release. Should the Customer's software environment operate on a Major Release

beyond the n-2 version, they will be required to upgrade to a supported release version to remain eligible for the services included within this subscription, defect resolutions, and security and vulnerability fixes..

Motorola Responsibilities

- Provide releases as necessary for the performance and maintenance of the system.
- Provide Release deployments during the contract term, when requested by the Customer.
- Provide access to detailed documentation to support the application of software releases.
- Remotely install such Releases on the Customer's system as requested.

Limitations and Exclusions

- Onsite provisioning efforts when the upgrade is deemed by Motorola Solutions to not require any onsite presence.
- Upgrades of Operating System versions.
- Third-party upgrade services.

Customer Responsibilities

- Request regular software upgrades via the update scheduler tool.
- Maintain the software environment such that it is operating on a Release no older than n-2 from its initial release date.
- Update all desktop and mobile clients with the latest Releases and ensure that they are kept current.
- Maintain the minimum required hardware platform specification version that is associated with the latest Software Release being applied.
- Ensure the client machines meet the minimum software and hardware requirements as specified in the Flex Hardware Requirements Document.

Software Release Upgrade Timing and Delivery Overview

- For software upgrades, existing hardware will be re-utilized with the upgraded Flex Solution software and must meet the Flex Hardware Requirements specifications.
- All upgrade activities will be coordinated and scheduled to occur at times that are mutually agreeable to the Customer and Motorola. Scheduling of upgrade events will be completed at a minimum of fourteen (14) business days prior to the commencement of upgrade activities.
- Update activities require downtime and result in temporary unavailability of the System.
- Customer will act as liaison with all user agencies and other outside agencies and/or organizations, if/as necessary.

Pre-Upgrade Meeting

In order to finalize the upgrade project schedule and procedures, the upgrade event will be initiated with an "Upgrade Kickoff" that includes key Customer and Motorola project participants.

The objectives of this task are:

- To introduce all project participants.
- Review roles of key participants.
- Review overall upgrade scope and objectives.
- Review resource and scheduling requirements.
- Review and finalize the project schedule with Customer.
- Review testing plan and acceptance criteria.

Motorola Responsibilities

Motorola Project Manager will direct Motorola efforts and serve as the primary point of contact for the Customer. The responsibilities of the Motorola Project Manager include:

- Maintain project communications with the Customer's Project Manager / primary point of contact for the Customer.
- Manage the efforts of Motorola project team and coordinate Motorola activities with the Customer's project team members.
- Coordinate and oversee the installation of all licensed Motorola Flex application software.
- Review and manage the scope of work for the upgrade activities.
- Review the upgrade acceptance criteria.

Customer Responsibilities

Customer will designate a Customer Project Manager who will direct Customer's efforts and serve as the primary point of contact for the Motorola Project Manager. The responsibilities of the Customer Project Manager include:

1. Maintain project communications with the Motorola Project Manager.
2. Identify the efforts required of Customer staff and assign appropriate resources to meet the Customer's task requirements described in this Statement of Work.
3. Liaison and coordinate with other Customer agencies, other governmental agencies and the Customer's vendors, contractors and common carriers, as applicable.
4. Review and mutually approve upgrade acceptance criteria.
5. Completion Criteria:
    - This task is considered complete upon conclusion of the Upgrade Kickoff Teleconference.

Upgrade Preparation

The objective of this task is to perform the preparatory steps necessary for the Flex Solution software upgrade.

Motorola Responsibilities

- Perform scheduling and coordination tasks necessary to obtain required resources that will perform the upgrade of the Flex Solution server software.
- Confirm resource availability with Customer and reconfirm task dates.

Customer Responsibilities

- Perform backup of Flex Solution software and data files.
- Completion Criteria:
    a. This task is considered complete when the Customer has completed the on-site date backup.

Upgrade Implementation

The objective of this task is to conduct activities required to complete the upgrade of the Flex Solution.

Motorola Responsibilities

- Bring down the production system.
- Reconfigure the data volumes on each of the servers as needed.
- Convert Flex Solution system files and or provisioning data files as required.
- Test each interface connection to ensure operational use of each interface with the newly installed Flex Software Release version.
- Assist in Customer testing as requested by Customer and verify that each Flex Solution subsystem component is ready to resume production operations.
- Provide Customer documentation on the client upgrade process.
- Train Customer's trainers/supervisors on new or changed features and functions introduced through the standard release of the Flex Solution.

Customer Responsibilities

1. With Motorola assistance, coordinate the activities necessary to bring the production Flex Solution down, e.g., close incidents, sign units and users off duty.
2. Support Motorola software upgrade installation activities.
3. Provide and make available (during business hours, 8:00 a.m. to 5:00 p.m.) the appropriate lines for the testing of interfaces
4. Verify that the system is ready to resume production operations.

5. Install the Flex Solution subsystem client on workstations
6. Train users on new or changed features and functions introduced through the release of the Flex Solution.
7. Completion Criteria:
    - This task is considered complete when each Flex Solution subsystem component upgrade is verified by the Customer to be available to resume production operation.

Flex Solution Production Cutover

Upon verification that the upgraded Flex Solution is operational and ready to resume production use, Motorola will assist the Customer with resuming operations on the upgraded system.

Motorola Responsibilities

- Assist the Customer staff in resuming production operations on the upgraded system.
- Provide support the day each upgraded subsystem component has resumed production use.

Customer Responsibilities

- Schedule personnel to support the resumption of production use on the upgraded system.
- Completion Criteria:
    a. This task is considered complete upon Customer resuming production operation of each Flex Solution subsystem component.

Flex Solution Upgrade Acceptance

1. The objective of this task is to verify completion of the Flex Solution subsystem upgrade.
2. Completion Criteria:
    - This task is considered complete upon Customer resuming productive use of each affected Flex Solution subsystem component.

Endpoint Security

Motorola will provide detection and protection capabilities using endpoint detection and response (EDR) technology, coupled with 24/7 security operations center (SOC) monitoring. Cybersecurity analysts with experience working on mission-critical systems, will monitor the Customer's system for signs of cybersecurity threats. Endpoint Security applies solely to the Subscription Software residing on the server.

Endpoint Detection and Response

Endpoint Detection and Response (EDR) is cybersecurity protection software that detects threats on your system server. It provides threat intelligence, automated investigation, and orchestrated response

(i.e. isolate host, block list a file, allow list a file, and remove file) actions to optimize protection of critical systems in accordance with the configuration defined at deployment.

EDR enables analysts to initiate response actions on endpoints and to respond to detection of verified malicious activity within the Customer's system. Available responses are determined by the EDR tool and Customer's security policies.

Motorola utilizes the capabilities of Palo Alto's Cortex XDR solution. Motorola reserves the right to modify the solution for the Endpoint Security Service at its discretion.

Motorola Responsibilities

- Configure and deploy the EDR service on Motorola supplied equipment, and integrate Service Connector(s) necessary to monitor and interact with the EDR solution.
- Provide ports and protocols to the Customer for the EDR solution.
- Provide recommendations on endpoint security and configuration to optimize threat identification.
- When available, provide the customer the latest applicable EDR agent updates.
- The SOC consults with the Customer on the appropriate deployment of the EDR solution, and, on a regular basis, advises on what security policies should be updated to optimize threat detection.
- The SOC will consult with the Customer to define a response plan that outlines the scenarios where the SOC should take response actions on systems within the Customer environment. In cases outside the pre-approved response scenarios, the SOC will open Security Cases with the Customer with recommended actions and await approval before taking actions.

Customer Responsibilities

- Deploy and maintain EDR agents to Customer supplied and managed equipment.
- Configure networking infrastructure to allow EDR agents to communicate over the internet with the cloud.
- Configure EDR solution to enable Motorola connection for event/alert collection and response actions.
- Initiate response actions on endpoints where Motorola is not authorized and/or enabled to respond via the EDR solution.
- Comply/consent with the terms of applicable licenses, privacy statements, or other third-party agreements where third-party software or services are utilized or provided by/through Motorola, including applicable EDR solution provider's end user license agreements (EULAs), if any.
- Obtain any third-party consents required to enable Motorola to provide the monitoring service, if applicable.
- Maintain Endpoint Security required system bandwidth specifications as defined by Motorola.

Limitations and Exclusions

- The Service is limited to the following:
    a. Flex System servers
- All other equipment is excluded from this service.
- Latest releases of EDR agents will be tested and certified on the current supported software release versions as defined by the Software Support Policy. If the customer's system is not kept in line with the current software, then Motorola will not be responsible for full effectiveness of this service. To restore full effectiveness of the service, Motorola may advise the Customer of the need to upgrade to the current software release version.

Security Operations Center 24/7 Coverage

Motorola cybersecurity analysts at our SOC will use a Security Orchestration, Automation and Response (SOAR) platform. This will provide remote security threat support to the Customer and their connected networks, applications, and devices on a 24/7 basis. To initiate the SOC Monitoring service to function, Motorola and the Customer must perform the support tasks and responsibilities described in the following sections.

Description of Services

Motorola delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola SOC is staffed with security professionals who will monitor customer systems. In addition, SOC staff will investigate and triage detected threats, and recommend responses to the Customer.

Scope

Motorola SOC will provide continuous 24/7 monitoring through automated tools and review by trained security analysts. Motorola will analyze events and notify the Customer in accordance with Table: Notification Procedures.

Motorola will monitor the Service in accordance with Motorola processes and procedures, as described in the Flex Subscription SOW for deployment of the Flex system.

The Customer will be able to open a support request for the SOC via a toll-free telephone number or email. Support requests are stored in a ticketing system for accountability and reporting and will be responded to in accordance with Section Endpoint Security - Response Times, Notification, and Tuning.

Ongoing Service Responsibilities

Motorola Responsibilities

1. If a probable security incident is detected, provide phone and email support to:
    - Engage the Customer's defined incident response process.
    - Attempt to determine the root cause and extent of compromise using existing monitoring capabilities in place as part of the Service.
    - Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
    - 24/7 monitoring, in parallel with analysis, to support incident response.

Customer Responsibilities

- A connection from Customer's system to Motorola's SOC and to the Internet is required with an established connectivity of no less than 10Mbps per system bandwidth.
- Provide Motorola with accurate and up-to-date information, including the name, email, and telephone numbers for all designated, authorized Customer escalation POC.
- Provide a network map detailing the Customer's network architecture for network(s) in scope for the Service, if applicable.
- Provide a timely response to SOC security incident tickets or investigation questions.
- Provide an established service window in which qualified IT personnel will be able to respond to major event escalations.
- Notify Motorola at least 24 hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed Security Operations Center Service, as described in this SOW.

Service Module Specific Security Operations Center Services

Endpoint Detection and Response

- The Motorola SOC will consult with the Customer on the deployment of the EDR solution.

Motorola Responsibilities

- When applicable, provide recommendations on endpoint security policy and configuration to optimize threat identification.
- Maintain - with input from Customer- a response plan for defined endpoint security scenarios.

Customer Responsibilities

- Initiate response actions on endpoint solutions when remote actions are not available on the EDR solution in use.

Endpoint Security - Response Times, Notification, and Tuning

Response Times

Priority for alert generated incident or event of interest is determined by the Security Orchestration, Automation and Response (SOAR) platform that processes multiple incoming alert feeds, automation playbooks and cybersecurity analyst knowledge.

Table: Priority Definitions

Priority	Definition	Service Coverage
Critical	Security incidents that have caused, or are suspected to have caused significant damage to the functionality of the Customer's system or information stored within it. Efforts to recover from the incident may be significant. Examples: Malware that is not quarantined Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including US Public Holidays.
High	Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: ▪ Malware that is quarantined ▪ Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including US Public Holidays.
Med	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: Suspected unauthorized attempts to log into user accounts. Suspected unauthorized changes to system configurations, such as firewalls or user accounts. Observed failures of security components. Informational events. User account creation or deletion. Privilege change for existing accounts.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding US Public Holidays.

Priority	Definition	Service Coverage
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding US Public Holidays.

Response Time Goals

Table: Response Times

Priority	Response Time
Critical	A Security Operations Center Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	A Security Operations Center Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Med	A Security Operations Center Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	A Security Operations Center Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

Security Orchestration, Automation and Response (SOAR) platform

The platform used by Motorola utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the SOAR Platform. Availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola's' reasonable control, such as disruptions of or damage to the Customer's or a third-party's

information or communications systems or equipment, telecommunication circuit availability/performance between Customer sites, any on-premises core and/or between on-premises equipment and the SOAR Platform. EDR will still offer protective security controls during periods when the SOAR platform and/or connectivity to the cloud are lost.

Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed, properly deployed and configured, and starts receiving data. During the Tuning period, Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

Motorola Responsibilities

- Motorola will check that the system scans are functioning. Motorola will notify the customer of any exceptions. Motorola will begin fully monitoring any properly connected, in-scope sources after the tuning period.
- Motorola will conduct initial tuning of the events and alarms in the service.

Customer Responsibilities

- The Customer must provide the required connectivity for all in-scope assets to the service and address any exceptions noted by Motorola. Failure to do so will prevent Motorola from monitoring those sources.
- The Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements. The Customer must engage the SOC team in discussing the tuning approach and confirm the selected configurations.

Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. Endpoint Security does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite.

Motorola's scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware or hacking.

Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns.

NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES

Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that

occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the statement of work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

Endpoint Security Disclaimer

Endpoint Security provides customers with protection against malware-based threats. While crucial as a foundational element of a comprehensive cybersecurity program, it does not offer protection against all potential threats. Motorola Solutions strongly advises all public safety agencies to implement a Managed Detection and Response solution to safeguard their mission-critical systems.

Processing of Customer Data in the United States and/or other locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the United States (US) and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

Third-Party Software and Service Providers, including Resale

Motorola may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and

sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, EULAs, privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms may include the following, if applicable, or as otherwise made available publicly, through performance, or upon request:

Cortex XDR (Palo Alto Networks)
EULA: https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf **Customer Data Processing Addendum**: https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf

Flex Application Priority Level Definitions and Response Times

The table below highlights the definitions of the Priority Levels used between the Customer and Motorola to determine how each request will be prioritized. These response times do not apply when an incident or outage has occurred due to interruptions of power, HVAC or other environmental related issues, outages in relation to a force majeure event or when an outage is considered customer induced.

Note - Business Days is defined as Monday – Friday excluding holidays.

Business Hours is defined as Monday – Friday 5 a.m. – 6 p.m. Mountain Standard Time.

Table: Flex Priority Level Definitions and Response Times

PRIORITY LEVEL	DEFINITION	RESPONSE TIME
1 Critical	An incident is deemed CRITICAL if one or multiple critical functions are unavailable, or severely degraded such that the customers' core business functions and capabilities are no longer delivered or capable. The resulting critical impact to the customers' business is such that focus and resources must be applied to restoration or mitigation Full system outage, systemic inability to process mission-critical commands (e.g. incident creation), extreme systemic slowness, or majority of clients unable to connect to the system, etc.	Telephone conference within one (1) hour of initial voice notification during normal business hours
2 High	An incident is deemed HIGH if a business function is unavailable and normal customer business activity is impacted or degraded, and a workaround may be available to mitigate the effects of the service impact; however overall efficiency or effectiveness is degraded. This may apply to both critical and non-critical functions. Loss of a critical redundancy, subsystem or critical interface (e.g. CommSys Query, Paramount ProQA, Fire Station Alerting, etc.), systemic ARL failure, systemic recurring disruptive issues that frequently impact users.	Telephone conference within three (3) hours of initial voice notification during normal business hours
3 Medium	An incident is deemed MEDIUM if business functions are available, however, there is a deviation from the expected or agreed upon level of service or other service condition not aligned with the other defined impact levels. Issues impacting a single client, intermittent issues, non-critical subsystems or interfaces (e.g. interfaces installed on RDW), RDW or reporting problems, etc.	Telephone conference within eight (8) hours of initial notification during normal business hours
4 Low	A request is deemed LOW for minor requests. This level is meant to represent minor issues, such as cosmetic issues, documentation errors, general usage questions, configuration questions and product or service Update requests.	Telephone conference within two (2) business days of initial notification

Conditions and Exclusions

Conditions

Motorola services enhance performance of your Flex system. In order to provide a consistent level of quality services, the following conditions and limitations apply:

- Troubleshooting and restoration require that the Customer provides direct remote access to all locations and equipment and that you have the necessary equipment and connectivity available for the remote access session.
- The Customer must operate hardware and software in accordance with the applicable Agreement between Motorola and the Customer. Equipment may not be covered if exposed to misuse, damage, unauthorized modification or other abuse or used in a manner for which it was not designed.
- Equipment must be operated in a normal environment and protected from adverse conditions, which may impact performance and/or damage equipment.

Exclusions

Unless optional or a la carte Technical Support Services are purchased, these Services specifically exclude and Motorola will not be responsible for:

- Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.
- Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.
- Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.
- Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.
- Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.
- Third-party software unless specifically listed on the Covered Products Exhibit.
- Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.
- Services related to customer's failure to back up its data or failure to use a UPS system to protect against power interruptions.
- Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.
- MSI will not provide support for any third party products, including software, hardware, or peripheral devices (printers, scanners, etc.), or support for hardware failure due to the use of any third party products. MSI may in its discretion provide first-line support for third party software distributed by us; if not, we will refer you to the vendor of such software for resolution

of support issues.

- MSI is not responsible for supporting, configuring, maintaining, or upgrading the Operating System, including, but not limited to, backups, restores, fixes, and patches, or for providing assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or Customer using incorrect versions of the operating system.

Motorola service and support obligations hereunder will not apply to any Motorola supported software or hardware if correction of an error, adjustment, repair or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, electric surge, shock, water damage, failure of the Customer and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.
- Repair or alteration, or attempted repair or alteration of any supported hardware and/or software by the Customer or others, unless otherwise approved in writing by Motorola.
- Connection of another machine, device, application or interface to Motorola supported equipment (hardware and/or software) by the Customer or others, which has caused damage to Motorola supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters.
- Failure or degradation in performance of Motorola supported equipment (hardware and/or software) due to the installation of another machine, device, application, or interface not specifically certified and approved by Motorola for use in the Customer's environment.
- The operation of the software in a manner other than that currently specified in applicable product documentation.
- Incompatible or faulty Customer hardware and/or software interfaces.
- Modifications made to the Flex system without Motorola written approval.
- Modifications made without Motorola written approval to the OS, network, hardware or software environment or software applications.
- Cosmetic repairs, furnishing consumables, supplies, or accessories, making accessory changes, system administration, or adding additional devices or non-approved Motorola software applications.
- On-site service visits for your Flex solution are not included. Any on-site resources requests will incur additional charges.
- MSI will not provide support where the problem arises out of any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of your or a third party's use of the Utilities or any software not specifically licensed by MSI to your organization for use in connection with the software. Any assistance provided by our team in resolving such problems shall be charged to you on a time and materials basis. Additionally, any unauthorized use of the utilities or other software in connection with the software by you (or by a third party with your organization's knowledge)

may result, at MSI's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades.

- MSI will not provide support for any damages to or problems with the software or its database, data corruption, support issues, security issues, or performance issues arising from your utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- Flex Platform - Priority Level Definitions and Response Times do not apply to the hybrid common feature(s) included in the subscription (i.e. Assist Map). Motorola will provide best effort on resolving issues related to such features.

Subscription Migration Pricing Summary

5-Year Subscription

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Jasper County SO	$41,750	$44,250	$46,500	$50,500	$52,500	**$235,500**
Jasper Co. Detention	$8,000	$8,300	$8,550	$8,750	$9,000	**$42,600**
Jasper County Emergency Services	$13,800	$14,500	$15,100	$15,800	$16,400	**$75,600**
Hardeeville Fire and Rescue	$600	$750	$900	$1,050	$1,150	**$4,450**
Hardeeville Police Department	$9,050	$9,800	$10,300	$11,050	$11,800	**$52,000**
Ridgeland Police Department	$4,300	$4,550	$4,800	$5,050	$5,300	**$24,000**
Ridgeland Fire Department	$580	$730	$880	$1,030	$1,130	**$4,350**
Totals	**$78,080**	**$82,880**	**$87,030**	**$93,230**	**$97,280**	**$438,500**

Quote is valid until November 20, 2026.

Payment Terms

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Motorola will invoice Customer annually in advance of each year of the plan.

INFLATION REVIEW. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.

Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

As it applies to the Subscription Based Services, if: (a) Customer chooses early termination at any time within the term of the Agreement or (b) Motorola terminates the Agreement for cause, then the Customer shall pay to Motorola, within thirty (30) calendar days after such termination, an amount equal to 50% of the annually recurring charges as set forth in the pricing schedule for the period remaining in all remaining years in the term of the Agreement.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Contractual Documentation

PRODUCTS AND SERVICES AGREEMENT

This Products and Services Agreement (this "**Agreement**") is entered into between **Motorola Solutions, Inc,** ("**Seller**" or "**Motorola**") and the entity set forth in section I(b) ("**Customer**") as of the date last signed below ("Effective Date"). Seller and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

Seller and Customer Information

(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Jasper County Emergency Services Address: 1509 Grays Hwy, Ridgeland, SC 29936 Contact: Philip Cothran

Transaction Details

(a)	Proposal	Proposal No. 20043753431 Date: October 21, 2026 Motorola will provide Customer with the products and services set forth in the proposal dated above (the "Proposal"), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	The Contract Price of $438,500 excluding taxes and any listed options, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement. Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.
(c)	Term and Conditions	The Parties acknowledge and agree that the terms of the Motorola Customer Agreement ("MCA"), including all applicable addenda, located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/motorola-solutions-customer-agreement-v2.1_4.11.2025.pdf are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.

Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic

signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

CUSTOMER: Jasper County Emergency Services By:_____ Print Name:_____ Title:_____ Date:_____	Motorola Solutions, Inc By:_____ Print Name:_____ Title:_____ Date:_____

AGENDA

ITEM# 9D

SOUTH CAROLINA	**)**	
	)	**RESOLUTION R-2026-83**
JASPER COUNTY	**)**	

A RESOLUTION ACKNOWLEDGING THE JASPER COUNTY SCHOOL DISTRICT'S EXISTING PARTICIPATION IN THE CITY OF HARDEEVILLE'S EXIT 3 TAX INCREMENT FINANCING REDEVELOPMENT PLAN; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACKNOWLEDGMENT; AND OTHER RELATED MATTERS

WHEREAS, by Ordinance No. 2023-11-2B, the City of Hardeeville, South Carolina ("***City***") established the Exit 3 Redevelopment Project Area and approved a tax increment financing redevelopment plan, and the Jasper County School District ("***School District***") participates in that plan under an Intergovernmental Agreement with the City dated October 26, 2023;

WHEREAS, on August 5, 2025, the State Board of Education approved a state of education emergency for the School District under Section 59-18-1640 of the Code of Laws of South Carolina, 1976, as amended, and under subsection (G) of that section, the School District's fiscal authority relating to taxing authority and levying millage transferred to the County Council of Jasper County ("***County Council***");

WHEREAS, paragraph 29 of the I-95 Exit 3 term sheet dated October 26, 2026, among Jasper County, South Carolina ("***County***"), the City, the South Carolina Transportation Infrastructure Bank, and other parties, requires the City to provide either an updated consent of the School District or a legal opinion that the School District's existing consents and agreements are sufficient; and

WHEREAS, by letter dated November 3, 2026, the City requested that County Council acknowledge the School District's existing participation in the form attached as Exhibit A ("***Acknowledgment***").

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. County Council approves the Acknowledgment and authorizes the Chairman of County Council to execute and deliver it, with such changes as the Chairman approves following advice of counsel to the County that are not materially adverse to the County.

Section 2. County Council authorizes the County Administrator and the Chairman of County Council, following receipt of advice from counsel to the County, to take such further acts as are necessary to carry out this Resolution.

Section 3. This Resolution is effective upon its approval by County Council.

Done in a meeting duly assembled this ____ day of November, 2026.

JASPER COUNTY, SOUTH CAROLINA

By: _____
W.J. Rowell III, Chairman, County Council
Jasper County, South Carolina

[SEAL]

Attest:

By: _____
Wanda Hendrix Giles, Clerk to County Council
Jasper County, South Carolina

Reviewed for form and draftsmanship by Jasper County Attorney

_____
[County Attorney] Date

Exhibit A

Form of Acknowledgment

ACKNOWLEDGMENT OF EXISTING TAX INCREMENT FINANCING PARTICIPATION
ON BEHALF OF THE JASPER COUNTY SCHOOL DISTRICT
Exit 3 Interchange Redevelopment Project

The County Council of Jasper County, South Carolina, as governing body of Jasper County, South Carolina (the "County"), hereby acknowledges the following:

1. On March 13, 2023, the Jasper County School District Board of Trustees approved participation in the tax increment financing ("TIF") arrangement established by the City of Hardeeville (the "City") in connection with the Exit 3 Redevelopment Project Area.

2. Following such approval, the Jasper County School District (the "School District") entered into an Intergovernmental Agreement (the "IGA") with the City providing for the contribution of thirty-five percent (35%) of the School District's annual incremental property tax revenues generated within the Exit 3 Redevelopment Project Area, subject to the terms and limitations of the IGA.

3. Paragraph 29 of the Exit #3 Interchange Term Sheet dated October 26, 2026 requires the City to provide either an updated consent of the School District or a legal opinion that the School District's existing consents and agreements are sufficient.

4. On August 5, 2025, the South Carolina State Board of Education approved a state of education emergency for the School District under S.C. Code Ann. § 59-18-1640 (the "Act"), and the State Superintendent of Education assumed management of the School District.

5. Under subsection (G) of the Act, the School District's fiscal authority relating to taxing authority and levying millage transferred to the County Council of Jasper County, South Carolina during the state of education emergency.

6. The County acknowledges the existence of the School District's previously approved IGA and has no objection to the School District's continued participation in the TIF arrangement in accordance with the terms of the IGA.

Nothing herein shall constitute an amendment to the IGA, a new approval of the TIF arrangement, an increase in the School District's previously authorized financial participation, or the assumption of any additional financial obligation by Jasper County. The County provides this Acknowledgment only to the extent permitted by the Act, at the City's request and in support of the City's efforts to satisfy the requirement described in paragraph 3.

IN WITNESS WHEREOF, the County, acting through its duly authorized representative, has executed this Acknowledgment as of the date set forth below.

JASPER COUNTY, SOUTH CAROLINA

By: _____

The Honorable Joey Rowell

Chairman, Jasper County Council

Date: _____

Mayor
Harry Williams
Mayor Pro Tem
Steve Meersman

Hardeeville
SOUTH CAROLINA

Council Members
John Carroll
Valarie Guzman
Bo White

November 3, 2026

The Honorable Joey Rowell
Chairman, Jasper County Council
P.O. Box 1149
Ridgeland, South Carolina 29936

RE: Exit 3 Interchange Project – Acknowledgment of Jasper County School District TIF Participation

Dear Chairman Rowell:

On behalf of the City of Hardeeville, I am writing to request Jasper County Council's acknowledgment of the Jasper County School District's existing participation in the tax increment financing ("TIF") arrangement associated with the Exit 3 Interchange Redevelopment Project.

On March 13, 2023, the Jasper County School District Board of Trustees approved participation in the City's Exit 3 TIF arrangement. The School District subsequently entered into an Intergovernmental Agreement ("IGA") with the City providing for the contribution of 35% of its annual incremental property tax revenues generated within the Exit 3 Redevelopment Project Area, subject to the terms and limitations of the IGA.

As you are aware, Jasper County is a party to the recently executed Term Sheet with the South Carolina Transportation Infrastructure Bank concerning the financing and construction of the Exit 3 Interchange. Paragraph 29 of the Term Sheet requires confirmation regarding the continued validity of the School District's previously approved TIF participation.

Since those approvals, the School District has been placed under a state-of-education emergency pursuant to S.C. Code Ann. § 59-18-1640, resulting in the dissolution of its governing board and the assumption of governance authority by the State Superintendent of Education. Importantly, subsection (G) of that statute transfers the School District's fiscal authority relating to taxing authority and levying millage to Jasper County Council during the emergency.

Accordingly, the City is requesting written acknowledgment from County Council, acting in its limited statutory capacity under § 59-18-1640(G), confirming that:

1. The County recognizes the School District's previously approved IGA and existing TIF participation; and

2. The County has no objection to the continued implementation of that participation in accordance with the IGA.

City of Hardeeville
PO Box 609 (205 Main St)
Hardeeville, SC 29927

tel: 843-784-2231
fax: 843-784-6384
hardeevillesc.gov

The revised financing arrangement does not increase the School District's authorized TIF participation, amend the IGA, or introduce any new redevelopment projects. The requested acknowledgment likewise does not seek any new approval, additional financial commitment, or assumption of obligations by Jasper County. Its purpose is solely to confirm the continued recognition of the School District's existing TIF participation.

Enclosed for your reference are the executed IGA, documentation of the School District Board of Trustees' March 13, 2023 approval, and the City's ordinance and approved Redevelopment Plan. We have also enclosed a proposed form of acknowledgment and respectfully request that the County execute and return it to the City at its earliest convenience.

We appreciate the County's continued partnership in advancing this important regional infrastructure project. Please contact the City Manager or City Attorney if additional information is needed.

Sincerely,

Harry Williams
Mayor, City of Hardeeville

Enclosures

ACKNOWLEDGMENT OF EXISTING TAX INCREMENT FINANCING PARTICIPATION

JASPER COUNTY COUNCIL

Exit 3 Interchange Redevelopment Project

Jasper County Council (the "County"), acting solely in its capacity as the entity exercising the Jasper County School District's fiscal authority relating to taxing authority and levying millage pursuant to S.C. Code Ann. § 59-18-1640(G), hereby acknowledges the following:

1. On March 13, 2023, the Jasper County School District Board of Trustees approved participation in the tax increment financing ("TIF") arrangement established by the City of Hardeeville (the "City") in connection with the Exit 3 Redevelopment Project Area.

2. Following such approval, the Jasper County School District (the "School District") entered into an Intergovernmental Agreement (the "IGA") with the City providing for the contribution of thirty-five percent (35%) of the School District's annual incremental property tax revenues generated within the Exit 3 Redevelopment Project Area, subject to the terms and limitations of the IGA.

3. The County acknowledges the existence of the School District's previously approved IGA and recognizes the School District's existing participation in the TIF arrangement in accordance with the terms of the IGA.

4. The County has no objection, in its limited statutory capacity concerning the School District's taxing authority and levying millage, to the continued implementation of the School District's previously approved TIF participation in accordance with the existing IGA.

This Acknowledgment is provided solely in connection with the County's limited statutory authority under S.C. Code Ann. § 59-18-1640(G). Nothing herein shall constitute an amendment to the IGA, a new approval of the TIF arrangement, an increase in the School District's previously authorized financial participation, or the assumption of any additional financial obligation by Jasper County.

IN WITNESS WHEREOF, Jasper County Council, acting through its duly authorized representative, has executed this Acknowledgment as of the date set forth below.

JASPER COUNTY COUNCIL

By: _____

The Honorable Joey Rowell

Chairman, Jasper County Council

Date: _____

ORDINANCE NO. 2023-11-2B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HARDEEVILLE, SOUTH CAROLINA ESTABLISHING THE EXIT 3 REDEVELOPMENT PROJECT AREA; MAKING CERTAIN FINDINGS OF AN "AGRICULTURAL AREA" AND A "BLIGHTED AREA" WITHIN AND BENEFITTING THE EXIT 3 REDEVELOPMENT PROJECT AREA; DESIGNATING AND DEFINING REDEVELOPMENT PROJECTS CONSISTING OF PUBLIC IMPROVEMENTS WITHIN THE EXIT 3 REDEVELOPMENT PROJECT AREA; ESTIMATING REDEVELOPMENT PROJECT COSTS; APPROVING AN OVERALL REDEVELOPMENT PLAN; AUTHORIZING INTERGOVERNMENTAL AGREEMENTS BY THE CITY WITH JASPER COUNTY, SOUTH CAROLINA AND THE JASPER COUNTY SCHOOL DISTRICT REGARDING PARTICIPATION IN THE REDEVELOPMENT PLAN; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Hardeeville, South Carolina (the "City") is a municipality of the State of South Carolina (the "State"), and as such, possesses certain powers granted by the Constitution and general laws of the State; and

WHEREAS, Title 31, Chapter 6 of the Code of Laws of South Carolina 1976, as amended (the "TIF Act"), is intended to promote and protect the health, safety, morals, and welfare of the public by providing a mechanism to allow municipalities to respond to the challenges posed by an "Agricultural area" and a "Blighted area" (each within the meaning of the TIF Act) within its boundaries by encouraging private investment to enhance the tax base in areas which qualify as an "Agriculture area" or a "Blighted area" within the meaning of the TIF Act; and

WHEREAS, Section 31-6-30 of the TIF Act describes the qualities present in an area which permit establishment of a "redevelopment project area" (within the meaning of the TIF Act); and

WHEREAS, SLF III – Hardeeville, LLC (together with its successors and assigns as the "Owner" under and to be defined in the hereinafter defined Development Agreement, the "Owner"), is the owner of certain parcels of real property in Jasper County, South Carolina (the "County"), located completely within the corporate limits of the City, and comprising approximately 1,608.30 acres of real property (the "Land"), as more fully described on the attached Exhibit A; all parcels of real property within the Exit 3 Redevelopment Project Area are vacant and are classified by the Jasper County Assessor as Rural Agriculture; based upon determinations and findings by the City Council herein, all parcels within the Exit 3 Redevelopment Project Area qualify as either an "Agricultural area" or a "Blighted area" (each within the meaning of the TIF Act) or both, such parcels having those qualities set forth at Sections 31-6-30(1)(b) and 31-6-30(1.5) of the TIF Act; and

WHEREAS, the Owner has presented to the City Council of the City (the "City Council") a Petition pursuant to Section 5-37-40(B) of the Code of Laws of South Carolina 1976, as amended, requesting the creation of a redevelopment project area coterminous with the Land (to be known as the "Exit 3 Redevelopment Project Area") in order to respond to the challenges posed by each parcel within the Exit 3 Redevelopment Project Area being an "Agricultural area" and a "Blighted area;" and

WHEREAS, in order to encourage private investment to enhance the tax base of the parcels within the Exit 3 Redevelopment Project Area and environs; to redevelop agricultural properties to

provide multiple uses thereof in order to enhance the economy and tax base of the local governments through the private development and redevelopment of the Exit 3 Redevelopment Project Area, thereby promoting the welfare of the public; to promote the welfare of the public by creating new jobs and enhancing the economic health of the community through diversification of the economic base; to promote and protect the health, safety, and welfare of the public by creating connectivity and improving transportation between the Exit 3 Redevelopment Project Area, the Port of Savannah, the future Jasper Ocean Terminal and surrounding economic development projects; to promote and protect the health, safety, and welfare of the public by enhancing mobility and safety by means of alternative and more secure evacuation routes within the Exit 3 Redevelopment Project Area and surrounding areas; and to promote and protect the health, safety, and welfare of the public by avoiding major traffic disruptions within the Exit 3 Redevelopment Project Area and surrounding areas in light of the projected insufficiency of Exit 5 of Interstate I-95 to accommodate anticipated traffic, the City Council and the County Council of Jasper County applied to the South Carolina Transportation Infrastructure Bank (the "SCTIB") for a grant and a loan for funding the following improvements, all of which will be located in the City and Jasper County (i) a new interchange at Exit 3 on I–95, including all related drainage and storm water and infrastructure, and (ii) an approximately 1.5-mile stretch of RiverPort Parkway north of I–95, including all related drainage and storm water infrastructure, all as more fully set forth in the Redevelopment Plan prepared on behalf of the City and attached hereto as Exhibit B (the "Redevelopment Plan"); and

WHEREAS, it is expected and as a condition precedent to the implementation by the City of the Redevelopment Plan, the Owner will agree in a Second Amendment to and Partial Restatement of Development Agreement (RiverPort Tract) between the Owner and the City, to be approved by the City Council (the "Development Agreement"), to construct an approximately 4-mile stretch of RiverPort Parkway south of I–95, including all related drainage and storm water infrastructure (the "Parkway South Project"), as more fully set forth in the Redevelopment Plan; and

WHEREAS, as generally determined by the South Carolina General Assembly in Section 31-6-20(5) of the TIF Act, the use of incremental tax revenues to be derived from the tax rates of the various taxing districts located within redevelopment project areas for the payment of redevelopment project costs to be incurred by the City solely for public improvements is of benefit to the taxing districts inasmuch as such taxing districts would not derive the benefits of an increased assessment base without the benefits of tax increment financing, all surplus tax revenues are turned over to the taxing districts in redevelopment project areas, and all taxing districts benefit from the removal of blighted conditions, the eradication of conditions requiring conservation measures, and the redevelopment of agricultural areas, and all such taxing districts benefit from the redevelopment of such redevelopment project areas; and

WHEREAS, the City Council has determined to avail itself of the authorization contained in the TIF Act in order to accomplish redevelopment of the Exit 3 Redevelopment Project Area in accordance with the Redevelopment Plan; and

WHEREAS, pursuant to Section 31-6-85 of the Code of Laws of South Carolina 1976, as amended, the County and the Jasper County School District (the "School District") are each participating in the Exit 3 Redevelopment Project Area on a partial basis pursuant to the terms of

separate Intergovernmental Agreements to be entered into between the City and the County (the "County Intergovernmental Agreement") and the City and the School District (the "School District Intergovernmental Agreement"); and

WHEREAS, pursuant to Section 31-6-80(B) of the TIF Act, at its meeting on November 2, 2023, the City Council conducted a public hearing related to the Exit 3 Redevelopment Project Area after publishing notice thereof in the *Bluffton Today/Jasper County Sun Times* on October 4, 2023, and such notice was published not less than 15 nor more than 30 days prior to the date fixed for the hearing; and

WHEREAS, pursuant to Section 31-6-80(C) of the TIF Act, (i) on September 8, 2023, notice of the November 2, 2023 public hearing was given by the City to representatives of the County and the School District of Jasper County (the "School District"), which are all of the other taxing districts which have taxable property included in the Exit 3 Redevelopment Project Area, and (ii) such notice was given by the City to such taxing districts not less than 45 days prior to the date set for the public hearing;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HARDEEVILLE, SOUTH CAROLINA:

SECTION 1. The City Council confirms all the findings of fact contained in the recitals of this Ordinance.

SECTION 2. The City Council, based upon the findings of the South Carolina General Assembly made in the TIF Act and evidence presented to it by the Owner and in the public record, does hereby expressly find that:

(a) Redevelopment and sound growth of the parcels of real property located in the Exit 3 Redevelopment Project Area are impaired by obsolete platting, lack of necessary transportation infrastructure, lack of water or wastewater, lack of storm drainage facilities, inadequate electric and natural gas energy services, and lack of modern communications infrastructure; and

(b) Each of the parcels located in the Exit 3 Redevelopment Project area is an "Agricultural area" and a "Blighted area" (each within the meaning of the TIF Act).

SECTION 3. Pursuant to Section 31-6-80(A)(1) of the TIF Act, the City Council does hereby expressly approve the Redevelopment Plan attached hereto and incorporated herein as Exhibit B, which plan contains a statement of the objectives of the City with regard to the plan. The statement of the objectives of the City for the Exit 3 Redevelopment Project Area is summarized as follows:

(a) To redevelop agricultural properties to provide multiple uses thereof in order to enhance the economy and tax base of local governments through the private development and redevelopment of the Exit 3 Redevelopment Project Area, thereby promoting the welfare of the public;

(b) To promote the welfare of the public by creating new jobs and enhancing the economic health of the community through diversification of the economic base;

(c) To promote and protect the health, safety, and welfare of the public by creating connectivity and improving transportation between the Exit 3 Redevelopment Project Area, the Port of Savannah, the future Jasper Ocean Terminal and surrounding economic development projects;

(d) To promote and protect the health, safety, and welfare of the public by enhancing mobility and safety by means of alternative and more secure evacuation routes within the Exit 3 Redevelopment Project Area and surrounding areas; and

(e) To promote and protect the health, safety, and welfare of the public by avoiding major traffic disruptions within the Exit 3 Redevelopment Project Area and surrounding areas in light of the projected insufficiency of Exit 5 of I-95 to accommodate anticipated traffic.

SECTION 4. Pursuant to Section 31-6-80(A)(2) of the TIF Act, the City Council finds that the expected proceeds of the tax increment financing as described in the Redevelopment Plan and funding by the Owner will fund the Redevelopment Projects (as defined below) in order to reverse the existing conditions of the property in the Exit 3 Redevelopment Project Area.

SECTION 5. Pursuant to Section 31-6-80(A)(3) of the TIF Act, the City Council has determined that the redevelopment projects (collectively, the "Redevelopment Projects") to be located within or benefiting the Exit 3 Redevelopment Project Area are (i) a new interchange at Exit 3 on I–95, including all related drainage and storm water infrastructure (the "Exit #3 Proper Project"), (ii) an approximately 1.5-mile stretch of RiverPort Parkway north of I–95, including all related drainage and storm water infrastructure (the "Parkway North Project") and (iii) an approximately 4-mile stretch of RiverPort Parkway south of I–95, including all related drainage and storm water infrastructure (the "Parkway South Project"). The Parkway South Project will be funded by the Owner. The current estimated costs of the Exit #3 Proper Project, the Parkway North Project, and the Parkway South Project are set forth in the attached Exhibit C.

In order to finance a portion of the cost of the Redevelopment Projects, it is anticipated that the City will issue tax increment financing "Obligations" (within the meaning of the TIF Act) in the estimated maximum principal amount (without duplication for the amount of Obligations that refund previously issued Obligations) of $37,500,000, with an estimated maximum term of any Obligations to be thirty (30) years. The City Council's current expectation is that the City and the County will enter into (i) a Loan Agreement (the "Loan Agreement") and (ii) an Intergovernmental Agreement, each with the South Carolina Transportation Infrastructure Bank (the "SCTIB"), which will provide, in part, and subject to certain conditions, for a draw down loan (the "Loan") to the City and the County in the principal amount of not to exceed $28,095,903; provided, however, the City and County expect to draw down no more than $18,240,000 under the Loan. The City's obligation under the Loan Agreement will constitute an "Obligation" as defined above. The City and the County will also be subject to the terms, conditions, and remedies of the South Carolina Transportation Infrastructure Bank Act (Title 11, Chapter 43 of the Code of Laws of South Carolina 1976, as amended). The City

expects the balance of the cost of the Redevelopment Projects will be funded in the amounts and from the sources as set forth in the attached Exhibit C. Additional security for the payment of the Loan will be provided by the Owner in connection with the initial closing of the Loan in the form of a fully-funded debt service reserve fund.

The enactment of this Ordinance and the approval of the Redevelopment Plan does not authorize the City to issue Obligations. The issuance of such Obligations will require the City Council to enact an ordinance or ordinances authorizing such issuance. In addition, prior to the issuance of any Obligations, the City expects to establish an "improvement district" (containing the same real property contained within the Exit 3 Redevelopment Project Area and to be known as the "Exit 3 Municipal Improvement District") pursuant to Title 5, Chapter 37 of the Code of Laws of South Carolina 1976, as amended, which will provide additional security for the Loan.

SECTION 6. Pursuant to Section 31-6-80(A)(4) of the TIF Act, a list of all real property in the Exit 3 Redevelopment Project Area is set forth in the attached Exhibit A.

SECTION 7. Pursuant to Section 31-6-80(A)(5) of the TIF Act, the City Council hereby determines the duration of the Redevelopment Plan to be 30 years of the increment revenue as further described in the Redevelopment Plan.

SECTION 8. Pursuant to Section 31-6-80(A)(6) of the TIF Act the City Council hereby determines that the estimated impact of the Redevelopment Plan upon the revenues of the Taxing Districts (as defined below) is as follows:

(a) 100% of the tax revenues assessed and collected on the initial equalized assessed value of the Exit 3 Redevelopment Project Area (the "Initial Equalized Assessed Value") will continue to be distributed to the City, the County, and the School District (collectively, the "Taxing Districts"), which are the only taxing districts within which the Redevelopment Project Area is located.

(b) The incremental tax revenues generated within the Exit 3 Redevelopment Project Area are herein referred to as the "Incremental Tax Revenues."

(c) Subject to the terms and conditions set forth in the County Intergovernmental Agreement, 35% of the Incremental Tax Revenues derived from the County millage (the "County TIF Revenues") will be deposited in the City's Special Tax Allocation Fund (the "Special Tax Allocation Fund") designated for the payment of debt service on the Obligations and/or for the costs of the Exit #3 Proper Project and the Parkway North Project (collectively, the "Redevelopment Project Costs").

(d) 65% of the Incremental Tax Revenues derived from the County millage will continue to be distributed to the County.

(e) Subject to the terms and conditions set forth in the School District Intergovernmental Agreement, 35% of the Incremental Tax Revenues derived from the School District

millage will be deposited in the Special Tax Allocation Fund designated for the payment of debt service on the Obligations and/or the Redevelopment Project Costs.

(f) 65% of the Incremental Tax Revenues derived from the School District millage will continue to be distributed to the School District.

(g) 35% of the Incremental Tax Revenues derived from the City millage will be deposited in the Special Tax Allocation Fund designated for the payment of debt service on the Obligations and/or the Redevelopment Project Costs.

(h) 65% of the Incremental Tax Revenues derived from the City millage will continue to be distributed to the City.

Pursuant to Section 31-6-80(A)(6) of the TIF Act, the City Council estimates the impact of the Redevelopment Plan to be positive upon the revenues of all taxing districts in which the Redevelopment Project Area is located because (i) the Taxing Districts will continue to collect real property tax revenues attributable to the Initial Equalized Assessed Value of properties within the Exit 3 Redevelopment Project Area; (ii) the Taxing Districts will collect 65% of the real property tax revenues attributable to the increased value of properties within the Redevelopment Project Area; and (iii) property taxes paid on vehicles and other personal property will continue to go to the respective Taxing Districts and may increase on account of private activity in and near the Exit 3 Redevelopment Project Area.

SECTION 9. Pursuant to Section 31-6-80(A)(7) of the TIF Act, the City Council hereby expressly finds that (i) all parcels located within the Exit 3 Redevelopment Project Area are either "Agricultural areas" or "Blighted areas" or both, and that private initiatives are unlikely to alleviate these conditions without substantial public assistance; (ii) property values within the Exit 3 Redevelopment Project Area would remain static or decline without public intervention; and (iii) redevelopment of the property within the Exit 3 Redevelopment Project Area is in the interest of the health, safety, and general welfare of the citizens of the City.

SECTION 10. Pursuant to Section 31-6-90(1)(a) of the TIF Act, the City Council has determined that there will be no displacement of persons by the Redevelopment Projects.

SECTION 11. Pursuant to Section 31-6-80(F)(3) of the TIF Act, the City Council expressly finds that those portions of the Redevelopment Projects to be located outside of the Exit 3 Redevelopment Project Area (consisting of the first phase of RiverPort Parkway South at U.S. Highway 17 (approximately 2,500 linear feet of four lane divided roadway with drainage, water, wastewater and electric service lines completed) will benefit the properties located within the Exit 3 Redevelopment Project Area in that the planned extension of RiverPort Parkway South will be more efficient with the paving and all utilities directly available for extension. Written notice of this finding was provided to the taxing districts with the notice authorized to be provided pursuant to Section 31-6-80(C) of the Tax Increment Financing Act.

SECTION 12. The City Council hereby approves each of the County Intergovernmental Agreement and the School District Intergovernmental Agreement, in substantially the forms presented to this meeting, with such changes as may be approved by the City Manager. The City Manager shall consult counsel with respect to any changes to the County Intergovernmental Agreement or the School District Intergovernmental Agreement. Each of the Mayor of the City and the City Manager are hereby authorized to execute and deliver the County Intergovernmental Agreement and the School District Intergovernmental Agreement.

SECTION 13. Subject to the requirements (if any) of the TIF Act, any subsequent changes to the Redevelopment Plan will not affect any prior procedural approvals or requirements heretofore obtained or complied with in connection with the establishment of the Exit 3 Redevelopment Project Area.

SECTION 14. All rules, regulations, and parts thereof, procedural or otherwise, in conflict herewith, to the extent of such conflict, are hereby repealed. If any section, phrase or provision of this Ordinance shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remaining sections, phrases, and provisions hereof.

ENACTED AS OF THE 1ST DAY OF FEBRUARY, 2024.

CITY OF HARDEEVILLE, SOUTH CAROLINA

By: Harry L Williams
Mayor

Attest:
Robin Conner-Payne
Municipal Clerk

First Reading: November 2, 2023
Second Reading: February 1, 2024

Approved as to Form: Prina Maines

Prina C. Maines, City Attorney

EXHIBIT A

REAL PROPERTY DESCRIPTION
OF THE
EXIT 3 REDEVELOPMENT PROJECT AREA

ALL those certain pieces, parcels and tracts of land situate, lying and being in the City of Hardeeville, County of Jasper, State of South Carolina, consisting in the aggregate of approximately 1608.30 acres, and being shown and described as "PARCEL 1A" containing 200.58 acres, more or less, "PARCEL 4" containing 179.72 acres, more or less, "PARCEL 5" containing 31.27 acres, more or less, "PARCEL 6" containing 469.07 acres, more or less, "PARCEL 7" containing 163.77 acres, more or less, "PARCEL 8" containing 288.62 acres, more or less, "PARCEL 9" containing 27.57 acres, more or less, and "PARCEL 10" containing 247.70 acres, more or less, on a plat entitled "BOUNDARY PLAT THE HARDEEVILLE TRACT PARCEL 1A, PARCEL 4, PARCEL 5, PARCEL 6, PARCEL 7, PARCEL 8, PARCEL 9 and PARCEL 10 CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA" prepared for SLF III-Hardeeville, LLC, by Robert K. Morgan, III, S.C.R.L.S. No. 26957, of Thomas & Hutton Engineering Co., Savannah, GA, dated September 23, 2020, and recorded November 4, 2020, in the Office of the Jasper County Register of Deeds in Plat Book 0037 at Pages 0269-0272, bearing Document No. 202000005316, reference to which is hereby craved for a more complete description.

BEING a portion of that real property conveyed to SLF III-HARDEEVILLE, LLC, a Texas limited liability company, by that certain limited warranty deed from JPR LAND CO., LLC, a South Carolina limited liability company, recorded in the Office of the Jasper County Register of Deeds in Book 645 at Page 96.

TMS No. 029-00-03-006 (Parcel 1A)
TMS No. 030-00-02-009 (Parcel 4)
TMS No. 030-00-02-015 (Parcel 5)
TMS No. 030-00-01-014 (Parcel 6)
TMS No. 030-00-01-015 (Parcel 7)
TMS No. 030-00-01-001 (Parcel 8)
TMS No. 030-00-01-017 (Parcel 9)
TMS No. 030-00-01-018 (Parcel 10)

EXHIBIT B

REDEVELOPMENT PLAN

Redevelopment Plan
Exit 3 Redevelopment Project Area

City of Hardeeville, South Carolina

October 2, 2023

REDEVELOPMENT PLAN
EXIT 3 REDEVELOPMENT PROJECT AREA
CITY OF HARDEEVILLE, SOUTH CAROLINA

Introduction

The redevelopment project area (the "Exit 3 Redevelopment Project Area"), consisting of approximately 1,608.30 acres within the City of Hardeeville, South Carolina ("City") and more particularly described below and on **Exhibit A-1** attached hereto, currently is vacant land, classified by the Jasper County Property Assessor as Rural Agriculture. The proposed new Exit 3 interchange on I-95 and the new RiverPort Parkway described in and contemplated by this Redevelopment Plan will enhance accessibility to the real property within the Exit 3 Redevelopment Project Area, will stimulate much-needed economic growth and development in the Exit 3 Redevelopment Project Area and surrounding areas, will provide multiple uses of real property located within the Exit 3 Redevelopment Project Area utilizing the redevelopment opportunities and techniques provided by the Act (as defined below) and will be a tool to address and improve many socioeconomic issues in the Exit 3 Redevelopment Project Area and surrounding areas.

This Redevelopment Plan is created under the authority of and in accordance with Title 31, Chapter 6 of the Code of Laws of South Carolina 1976, as amended (the "Act") and sets forth the program to be undertaken to accomplish the objectives of improving those conditions within the Exit 3 Redevelopment Project Area which qualifies it as an "Agricultural area" and a "Blighted area" (each within the meaning of the Act) and includes estimated redevelopment project costs including long-term project maintenance, as applicable, the anticipated sources of funds to pay such costs, the nature and term of any obligations to be issued to finance such costs, the most recent equalized assessed valuation of the Exit 3 Redevelopment Project Area, an estimate as to the equalized assessed valuation after redevelopment, and the general land uses to apply in the Exit 3 Redevelopment Project Area. The duration of the plan is 25 years.

The adoption of this Redevelopment Plan itself does not authorize the City to issue obligations secured by incremental tax revenues generated from the real property within the Exit 3 Redevelopment Project Area. The issuance of such obligations will require City Council of the City (the "City Council") to enact an ordinance approving such issuance.

Boundaries of the Exit 3 Redevelopment Project Area

The Exit 3 Redevelopment Project Area consists of approximately 1,608.30 acres within the City.

A map of the Exit 3 Redevelopment Project Area, a legal description of the Exit 3 Redevelopment Project Area, and a listing of real property parcels included within the Exit 3 Redevelopment Project Area are shown in **Exhibit A, Exhibit A-1 and Exhibit A-2,** attached hereto. The Exit 3 Redevelopment Project Area comprises approximately 5.6 percent of the total acreage of the City.

Current Conditions in the Exit 3 Redevelopment Project Area; Qualification as Agricultural and Blighted Areas

All parcels of real property within the Exit 3 Redevelopment Project Area are vacant and are classified by the Jasper County Property Assessor as Rural Agriculture. The Exit 3 Redevelopment Project Area is an "Agricultural area" and a "Blighted area" (each within the meaning of the Act) where redevelopment and sound growth are being impaired by:

1. obsolete platting;
2. lack of necessary transportation infrastructure;
3. lack of water or wastewater;
4. lack of storm drainage facilities;
5. inadequate electric and natural gas energy services; and
6. lack of modern communications infrastructure.

All real property within the Exit 3 Redevelopment Project Area currently is owned by SLF III-Hardeeville, LLC (the "Owner"). It is expected that either the Owner or certain of its successors and assigns (in such capacity, the "Developer") will develop the Exit 3 Redevelopment Project Area.

Redevelopment Projects and Estimated Redevelopment and Ongoing Maintenance Costs

The proposed redevelopment projects within the Exit 3 Redevelopment Project Area are as follows (collectively, the "Redevelopment Projects"):

1. a new interchange at Exit 3 on I–95, including all related drainage and storm water and infrastructure (the "Exit #3 Proper Project");
2. an approximately 1.5-mile stretch of RiverPort Parkway north of I–95, including all related drainage and storm water infrastructure (the "Parkway North Project"); and
3. an approximately 4-mile stretch of RiverPort Parkway south of I–95, including all related drainage and storm water infrastructure (the "Parkway South Project").

The Redevelopment Projects will be publicly owned and will be located in the City. The majority of the Redevelopment Projects will be located within the Exit 3 Redevelopment Project Area. The City Council is making a specific finding that the portions of the Redevelopment Projects located outside of the Exit 3 Redevelopment Project Area benefit the Exit 3 Redevelopment Project Area.

It is expected that it will take approximately 5 years to complete the construction of the Redevelopment Projects. It is further expected that (1) the Developer will be responsible for, or assist with, the design, permitting and approvals of the Redevelopment Projects; (2) the South Carolina Department of Transportation will be responsible for the construction of Exit #3 Proper Project; (3) the City will be responsible for the construction of the Parkway North Project, and (4) the Developer will be responsible for the construction of the Parkway South Project.

The estimated costs of the Redevelopment Projects are $99,893,373 and are more particularly shown on **Exhibit B** attached hereto (the estimated costs do not include the costs for the portion of Parkway South Project already completed).

The South Carolina Department of Transportation will be responsible for all long-term maintenance obligations with respect to the Exit #3 Proper Project, and the City will be responsible for all long-term maintenance obligations with respect to the Parkway North Project and the Parkway South Project. The average annual, combined long-term project maintenance cost for the Parkway North Project and the Parkway South Project is estimated by the City to be $854,102 calculated over a 30-year term and assuming inflation.

Redevelopment Objectives

The redevelopment objectives of the City are summarized as follows and are described in more detail below:

1. To redevelop agricultural properties to provide multiple uses thereof in order to enhance the economy and tax base of local governments through the private development and redevelopment of the Exit 3 Redevelopment Project Area, thereby promoting the welfare of the public;

2. To promote the welfare of the public by creating new jobs and enhancing the economic health of the community through diversification of the economic base;

3. To promote and protect the health, safety, and welfare of the public by creating connectivity and improving transportation between the Exit 3 Redevelopment Project Area, the Port of Savannah, the future Jasper Ocean Terminal and surrounding economic development projects;

4. To promote and protect the health, safety, and welfare of the public by enhancing mobility and safety by means of alternative and more secure evacuation routes within the Exit 3 Redevelopment Project Area and surrounding areas; and

5. To promote and protect the health, safety, and welfare of the public by avoiding major traffic disruptions within the Exit 3 Redevelopment Project Area and surrounding areas in light of the projected insufficiency of Exit 5 of I-95 to accommodate anticipated traffic.

The Redevelopment Projects are necessary to accomplish the redevelopment objectives. It is anticipated that, as a result of the Redevelopment Projects, a combination of private investments and public investments will achieve the objectives.

Enhancement of the Economic and Tax Base and Job Creation

The Redevelopment Projects are expected to create positive economic outcomes for the City, Jasper County, South Carolina (the "County"), and neighboring communities along the I–95 corridor in South Carolina. On a broader scale, the Redevelopment Projects will improve intermodal activity associated with the Port of Savannah, the future Jasper Ocean Terminal, and surrounding economic development projects by improving the mobility of freight, passenger, and commercial traffic along the I–95 and US 17 corridors.

Specifically, the Redevelopment Projects are expected to improve reliability and reduce delay along the I–95 corridor associated with the expected increased traffic from the regional economic development projects and the future Jasper Ocean Terminal project, providing safe new infrastructure purposed with

supporting intermodal activity, moving of freight, eliminating bottleneck conditions and causing a ripple effect of improved travel.

The future Jasper Ocean Terminal project is expected to create more than 900 jobs directly and indirectly for the construction of the port and related infrastructure alone, generating more than $210 million in wages. More than 1,000 indirect jobs are projected in the creation of the access road and new rail infrastructure for the project alone which would mean that nearly 2,000 newly created high paying jobs will impact the region upon early development. The Redevelopment Projects are material to the success of the Jasper Ocean Terminal project.

The City is experiencing a period of significant expansion and has had the highest growth percentage in the state over the last several years. The addition of Hardeeville Commerce Park, Waste Management, North Signal Capital, and the Jasper Ocean Terminal project, has heightened the expectation of job growth for those in the City and surrounding area communities. Not only will the Redevelopment Projects provide the workforce with shorter commutes, but household income will increase thereby improving the socioeconomic conditions for themselves and their families.

Independently, the Redevelopment Projects will have a beneficial economic impact on employment within the Exit 3 Redevelopment Project Area and surrounding areas within the City as quality jobs and wages will be created during the construction period. The Redevelopment Projects will generate temporary direct construction jobs for the building of the new Exit 3 interchange, bridges, and roadway. In addition to direct construction jobs, additional indirect and induced jobs will be created by firms that produce materials, equipment, and services needed for the construction of the Redevelopment Projects. Wages earned by direct and indirect workers will be spent in the local economy on goods and services, resulting in additional local job creation.

Mobility Enhancement

The Redevelopment Projects will (1) improve safety along each of the corridors, as they will help reroute traffic from industrial/commercial development along US 17 and projected traffic from the future Jasper Ocean Terminal location; and (2) reduce the congestion, safety and mobility along I–95 with a more modern and specifically designed interchange, better equipped to support the various types of vehicles egressing on and off the interstate near or around the City. Diverting traffic away from downtown Hardeeville and Exit 5 interchange will help to relieve existing congestion and traffic problems along this poorly operating interchange.

The Redevelopment Projects will improve intermodal infrastructure for the Port of Savannah along with both regional and national freight mobility through the interstate system and improvements to the existing rail services. The Redevelopment Projects are expected to improve local mobility for all modes of travel along the I–95 and US 17 corridors and not only improve conditions for outbound travel but also improve travel alternatives for visitors to enjoy the City and its surrounding area tourist attractions.

Without the Redevelopment Projects, major traffic disruption will negatively impact the Exit 3 Redevelopment Project Area and neighboring communities. Among the purposes of the Redevelopment Projects is to improve mobility and accessibility not only for freight across the region, but also local residents and visitors who need to travel safely and efficiently between home, work, school and daily

activities. The Redevelopment Projects will also link potential employees with increased employment opportunities and create additional services for the community.

Increased freight traffic can be reasonably expected as a result of the following:

- The South Carolina General Assembly recently approved Trucking Tax Credit legislation to encourage new manufacturers to utilize the Charleston Port.
- A significant part of the County, and all of the area within the City, has been identified as an Opportunity Zone. The Opportunity Zone program was designed to drive long term capital to rural and low-income urban communities by utilizing tax incentives to encourage private investment in these communities. Opportunity Zone investors have already made significant investments in the area.
- Strong commercial growth in the Savannah market, particularly in the areas of logistics, distribution and light warehousing, is encouraging imminent growth in this region.

Ultimately, the Redevelopment Projects will directly improve the efficiency and reliability of the surface transportation system within the Exit 3 Redevelopment Project Area, regionally and nationally as well as provide improved access from the Exit 3 Redevelopment Project Area and surrounding communities to key transportation infrastructure such as the Savannah/Hilton Head National Airport, Port of Savannah and CSX Railroad. By improving the connections between economic development properties and the future Jasper Ocean Terminal project with the interstate system, the Redevelopment Projects will aid in the reduction of anticipated congestion along the I-95 corridor as well as facilitate more efficient interstate access for the region.

Safety Outcomes

The Redevelopment Projects will provide a safer and more modern design allowing improved accessible alternatives for the I-95 corridor with the anticipation of the increased volumes of traffic associated with the economic development properties and the future Jasper Ocean Terminal project. The Parkway North Project is expected to include one rail grade separation component at crossing 632464A. This separation is a significant need as the master plan includes more than 2,000 acres just north of the crossing for the residential village growth and development. This development will increase the amount of traffic crossing the main CSX north and south trunk line. The new Exit 3 interchange will also reduce risks of various tractor trailer incidents as the result of congested or poorly designed interchanges. Additionally, the Redevelopment Projects will allow enhanced reliability in emergency vehicle response time to better serve the Exit 3 Redevelopment Project Area, the surrounding properties and the future Jasper Ocean Terminal project.

The improved accessibility on and off the Interstate system in the southern tip of South Carolina is also essential during emergency and mandatory evacuations from hurricanes targeting the east coast. Traffic problems were clearly noted during Hurricanes Matthew and Irma, where evacuees were slowed due to the increased congestion of traffic along I-95 crossing the Savannah River from Georgia into South Carolina. Even though the Redevelopment Projects will not relieve all congestion along the I-95 corridor as much of the problem is associated with widening I-95, the new Exit 3 interchange will provide quicker accessibility to US 17, US 321 and US 278 which serve as South Carolina Evacuation Routes.

Anticipated Sources of Funds to Pay the Costs of Redevelopment Projects

The anticipated sources of funds to pay the costs of the Redevelopment Projects are a combination of a grant made by South Carolina Transportation Infrastructure Bank (the "SCTIB") to the City and the County; a loan made by the SCTIB to the City and the County (the "SCTIB Loan") or the issuance of other obligations by the City; a cash contribution from Jasper County, utilizing Transportation Tax proceeds; and private investments and contributions as described in greater detail in the table below.

The proceeds of SCTIB grant are expected to be used to pay for a portion of the costs of the Exit # 3 Proper Project and the Parkway North Project.

The proceeds of the SCTIB Loan are expected to be used to pay for a portion of the costs of the Exit #3 Proper Project.

The proceeds of the cash contribution from Jasper County are expected to be used to pay for a portion of the costs of the Exit 3 Proper Project and the Parkway North Project.

The Developer is expected to (1) pay all pre-construction costs to obtain the necessary approvals and permits to construct the Redevelopment Projects; (2) provide or pay for the Parkway South Project; and (3) provide necessary easements and rights of way for the Redevelopment Projects.

Redevelopment Project Area Sources and Uses of Funds

The following table provides the expected sources and uses of funds for the Redevelopment Projects.

Table 1: Expected Sources and Uses of Funds

Sources of Funds or Contribution		Uses of Funds or Contribution		
Sources	**Estimated Amount or Estimated Value**	**Uses**		**Estimated Cost or Estimated Value**
Cash or Similar Contributions:		**Redevelopment Projects:**		
SCTIB Grant*	$28,100,000	Exit 3 Proper		
SCTIB Loan**	$18,240,000	Plans & Engineering Exit 3 Proper Project	$3,400,000	
Jasper County Cash Contribution	$13,500,000	Land (estimated value)	$1,008,000	
City Contribution***	$4,164,587	Construction Exit 3 Proper Project	$45,604,000	
Owner Cash Contribution	$3,100,000	Exit 3 Proper Project total		$50,012,000
Owner's Payment for Parkway South	$29,104,786	Parkway North Project		
Total Cash or Similar Contributions	**$96,209,373**	Land (estimated value)	$1,200,000	
		Construction Parkway North Project	$13,936,000	
Other:		Parkway North Project total		$15,136,000
Owner Contribution of Land for Public ROW****	$3,684,000	Parkway South Project		
		Design and Engineering Parkway South	$1,819,049	
		Land (estimated value)	$1,476,000	
		Construction Parkway South Project	$27,285,737	
		Parkway South Project total		$30,580,786
		Costs relating to multiple Redevelopment Projects*****		$4,164,587
Total Sources of Funds or Contributions	**$99,893,373**	**Total Uses of Funds or Contributions**		**$99,893,373**

*No portion of the proceeds of the SCTIB Grant or SCTIB Loan shall be used to fund the Parkway South Project or for payment for the public right of way.

**An additional up to $9,860,000 in SCTIB Loan proceeds are available to pay for costs of the Exit #3 Proper Project to the extent that the total cost of the Exit #3 Proper Project (excluding the land contribution) is greater than the estimated amount specified in the table above, subject to the satisfaction of certain conditions.

***The City entered into a memorandum of understanding with Owner in October 2018 (which has been amended from time to time) for the reimbursement of certain City expenditures related to the Exit 3 Proper Project and the design and engineering for the Parkway North Project. To date, the City has been reimbursed a total of $751,090 for certain payments that the City has made.

****The estimated value of the land to be contributed for the public right of way represents the value of the contributed real property expected to be specified in an amendment to the Development Agreement (defined below) by and between the City and SLF III-Hardeeville, LLC.

*****The City has entered into an agreement with Stantec, an engineering firm, to provide services relating to multiple Redevelopment Projects. The City has estimated that the total cost of these services from Stantec, a portion of which have been completed, will equal the amount shown.

Nature and Term of Any Obligations to be Issued to Finance Redevelopment Project Costs

The SCTIB Loan (together with any tax increment bonds or other obligation issued by the City to finance or refinance costs of any of the Redevelopment Projects, the "Obligations") is expected to fund a portion of the costs of the Exit #3 Proper Project.

The maximum amount of the Obligations (without duplications for the amount of Obligations that refund previously issued Obligations) will not exceed $37,500,000, and the maximum term of the Obligations will be 30 years; provided that the SCTIB Loan will mature no more than 15 years after the date of the first draw of proceeds under the SCTIB Loan.

It is anticipated that the SCTIB Loan will be secured, in part, by and be payable from the following and in the following order of priority: (1) first, 35% of the incremental tax revenues generated within the Exit 3 Redevelopment Project Area ("Pledged TIF Revenues"), (2) second, funds on deposit in a debt service reserve fund to be established in connection with the closing of the SCTIB Loan, which is anticipated to be in the initial amount of $3,531,640, and (3) third, revenues generated from assessments levied on taxable property within the Exit 3 Municipal Improvement District (as described below) which the City anticipates creating prior to the closing of the SCTIB Loan and which will include the same property included within the Exit 3 Redevelopment Project Area.

The adoption of this Redevelopment Plan does not authorize the City to issue Obligations. The issuance of such Obligations will require City Council to enact an ordinance approving such issuance. In addition, prior the issuance of any Obligations, the City expects to establish an "improvement district" (containing the same property contained within the Exit 3 Redevelopment Project Area and to be known as the "Exit 3 Municipal Improvement District") pursuant to Title 5, Chapter 37 of the Code of Laws of South Carolina 1976, as amended.

Most Recent Equalized Assessed Valuation of the Exit 3 Redevelopment Project Area and an Estimate of the Equalized Assessed Valuation of the Exit 3 Redevelopment Project Area after Redevelopment

The most recent equalized assessed value of the taxable real property within the Exit 3 Redevelopment Project Area is $19,890[1] [2], as shown in **Exhibit A-2**.

It is estimated by the Owner that upon completion of the redevelopment of the Exit 3 Redevelopment Project Area, the equalized assessed value of the taxable real property within the Exit 3 Redevelopment Project Area will be approximately $52,800,000 (estimated in current dollars). However, there can be no assurance of what the equalized assessed valuation will be upon completion of such redevelopment.

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[1] $19,890 is the 2023 equalized assessed value according to the Jasper County Assessor property records. The most recent reassessment was as of December 31, 2020. The next reassessment is as of December 31, 2025.

[2] To be confirmed by County Auditor.

General Land Uses to Apply in the Exit 3 Redevelopment Project Area

New private investment in the Exit 3 Redevelopment Project Area provides the opportunity to leverage public investment into new jobs, businesses, and residents and produce long-term increases in the real property tax base of the City and County. The Developer and future owners will develop the property within the Exit 3 Redevelopment Project Area in accordance with all applicable zoning (including the terms of any applicable planned development district master plan, land use laws and that certain Second Amendment to and Partial Restatement of Development Agreement, to be dated on or about the effective date of the establishment of the Redevelopment Project Area, between the Owner and the City (as amended or modified from time to time, the "**Development Agreement**").

Based on plans provided by the Developer, the current expectation is that the development of the Exit 3 Redevelopment Project Area will include approximately 1,520,000 square feet of general commercial facilities; approximately 877,500 square feet of flex space; approximately 300 single family homes; approximately 1,300 multi-family residential units; approximately 650 hotel rooms; and an RV park with approximately 535 spaces.

Financial Impact on Taxing Districts

At present, three local taxing jurisdictions, the City, the County and the Jasper County School District (the "School District" and together with the City and the County, the "Taxing Districts"), receive real property tax revenues from properties located within the Redevelopment Project Area.

The redevelopment of the Redevelopment Project Area is intended to attract new investment that will generate an enhanced tax base for the Taxing Districts.

After adoption of this Redevelopment Plan, the Taxing Districts will continue to receive property taxes from real properties in the Exit 3 Redevelopment Project Area. In particular, 100 percent of the collected tax revenues on the initial equalized assessed value of the Redevelopment Area will continue to be distributed to the Taxing District as if this Redevelopment Plan had not been adopted. Assuming no decreases in the tax millage rates or the assessed values of the properties in the Exit 3 Redevelopment Project Area, the Taxing Districts will not lose any existing real property tax revenue.

The real property tax revenues from the Exit 3 Redevelopment Project Area will be distributed as follows:

1. 100% of the tax revenues assessed and collected on the initial equalized assessed value of the Exit 3 Redevelopment Project Area will continue to be distributed to the Taxing District as if this Redevelopment Plan had not been adopted;

2. The collected tax revenues from the incremental assessed value of the Exit 3 Redevelopment Project Area, derived from the School District millage, the County millage and the City millage, (the "TIF Revenues"), will be utilized as follows:

   A. As indicated above, the Pledged TIF Revenues (representing 35% of the TIF Revenues, as defined above) will be deposited in the "special tax allocation fund" and designated for payment of debt

service on or required reserves with respect to the Obligations, until such time as the Obligations have been fully retired and the Redevelopment Projects have been fully paid for;

B. 65% of the TIF Revenues shall be distributed to the applicable Taxing District during the term of the Redevelopment Plan.

To the extent that there are excess Pledged TIF Revenues in the special tax allocation fund (following the retirement of the Obligations and the payment of all Redevelopment Project costs), such excess funds will be distributed to the Taxing Districts based upon the Taxing Districts then current millage rates.

Each of the Taxing Districts are expected to benefit significantly in both the short-term and the long-term from the public investments made in the Exit 3 Redevelopment Project Area. Upon completion of the Redevelopment Projects and the repayment of the Obligations, the Exit 3 Redevelopment Project Area will be dissolved and all *ad valorem* tax revenues, including any increases as a result of all growth that has occurred within the Exit 3 Redevelopment Project Area, will accrue to each Taxing District the same manner tax revenues accrued prior the establishment of the Exit 3 Redevelopment Project Area.

Without the implementation of the Redevelopment Plan, the tax revenues within the Exit 3 Redevelopment Project Area would likely remain stagnant.

Displacement Impact

No business or residential displacements are expected as a result of this Redevelopment Plan.

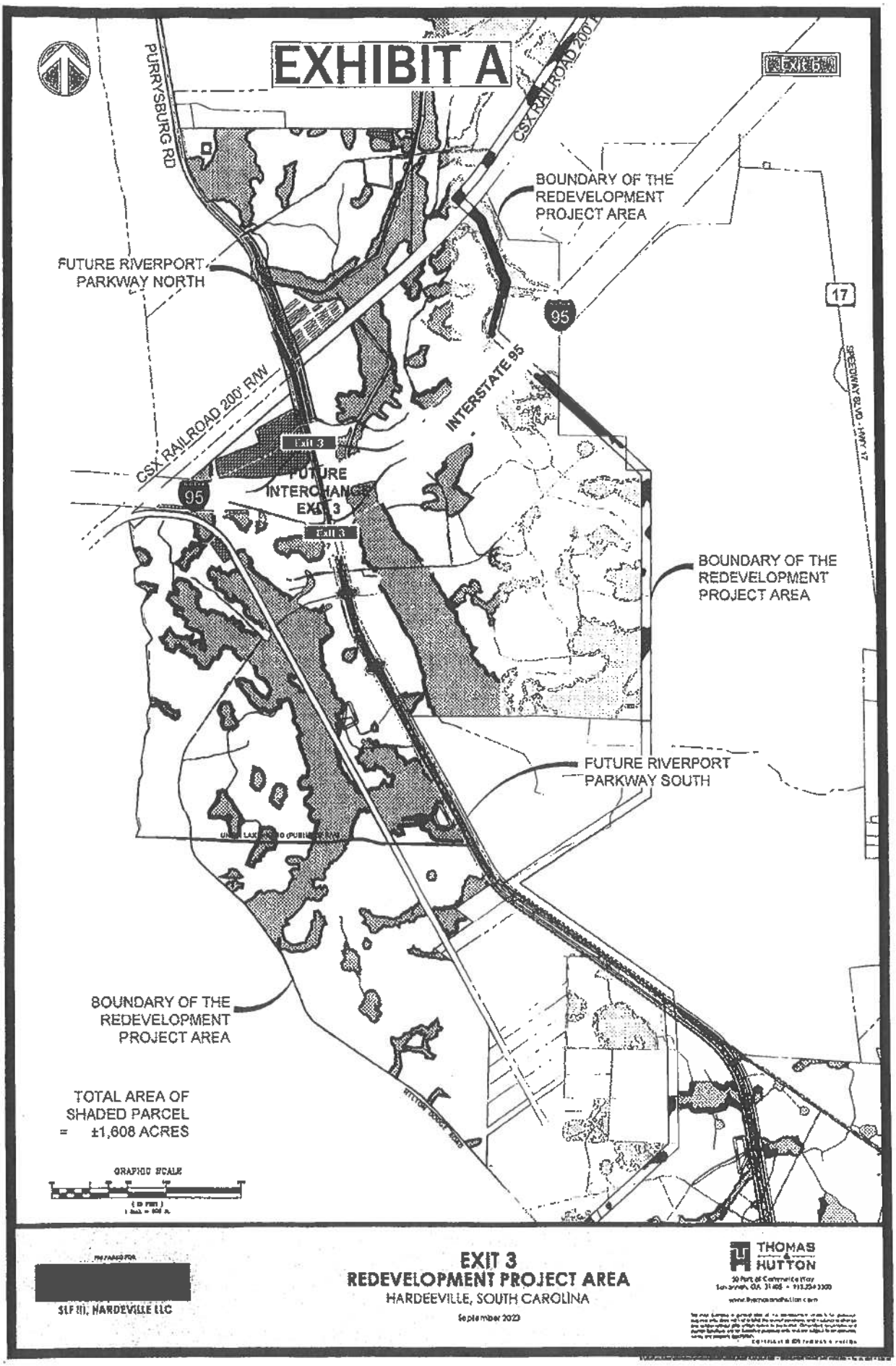

EXHIBIT A
PURRYSBURG RD
CSX RAILROAD 200' R/W
EXIT 5
BOUNDARY OF THE REDEVELOPMENT PROJECT AREA
FUTURE RIVERPORT PARKWAY NORTH
17
95
INTERSTATE 95
SPEEDWAY BLVD - HWY 17
CSX RAILROAD 200' R/W
Exit 3
FUTURE INTERCHANGE EXIT 3
Exit 3
95
BOUNDARY OF THE REDEVELOPMENT PROJECT AREA
FUTURE RIVERPORT PARKWAY SOUTH
BOUNDARY OF THE REDEVELOPMENT PROJECT AREA
TOTAL AREA OF SHADED PARCEL = ±1,608 ACRES
GRAPHIC SCALE
EXIT 3
REDEVELOPMENT PROJECT AREA
HARDEEVILLE, SOUTH CAROLINA
September 2023
SLF III, HARDEEVILLE LLC
THOMAS & HUTTON

Exhibit A-1 - Legal Description of the Property to be Included in the Exit 3 Redevelopment Project Area

ALL those certain pieces, parcels and tracts of land situate, lying and being in the City of Hardeeville, County of Jasper, State of South Carolina, consisting in the aggregate of approximately 1608.30 acres, and being shown and described as "PARCEL 1A" containing 200.58 acres, more or less, "PARCEL 4" containing 179.72 acres, more or less, "PARCEL 5" containing 31.27 acres, more or less, "PARCEL 6" containing 469.07 acres, more or less, "PARCEL 7" containing 163.77 acres, more or less, "PARCEL 8" containing 288.62 acres, more or less, "PARCEL 9" containing 27.57 acres, more or less, and "PARCEL 10" containing 247.70 acres, more or less, on a plat entitled "BOUNDARY PLAT THE HARDEEVILLE TRACT PARCEL 1A, PARCEL 4, PARCEL 5, PARCEL 6, PARCEL 7, PARCEL 8, PARCEL 9 and PARCEL 10 CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA" prepared for SLF III- Hardeeville, LLC, by Robert K. Morgan, III, S.C.R.L.S. No. 26957, of Thomas & Hutton Engineering Co., Savannah, GA, dated September 23, 2020, and recorded November 4, 2020, in the Office of the Jasper County Register of Deeds in Plat Book 0037 at Pages 0269-0272, bearing Document No. 202000005316, reference to which is hereby craved for a more complete description.

BEING a portion of that real property conveyed to SLF III-HARDEEVILLE, LLC, a Texas limited liability company, by that certain limited warranty deed from JPR LAND CO., LLC, a South Carolina limited liability company, recorded in the Office of the Jasper County Register of Deeds in Book 645 at Page 96.

TMS No. 029-00-03-006 (Parcel 1A)
TMS No. 030-00-02-009 (Parcel 4)
TMS No. 030-00-02-015 (Parcel 5)
TMS No. 030-00-01-014 (Parcel 6)
TMS No. 030-00-01-015 (Parcel 7)
TMS No. 030-00-01-001 (Parcel 8)
TMS No. 030-00-01-017 (Parcel 9)
TMS No. 030-00-01-018 (Parcel 10)

Exhibit A-2 - Parcels within the Exit 3 Redevelopment Project Area

Real Property Parcels within the Exit 3 Redevelopment Project Area

Parcel	TMS No.	Owner Name	Acreage	Land	Improvement	Total	Taxable Value	Assessment Ratio	Total Assessment	TIF Acres
1A	029-00-03-006	SLF III Hardeeville, LLC	200.58	$ 756,700	$ -	$ 756,700	$ 37,300	6.0%	2,240	200.58
4	030-00-02-009	SLF III Hardeeville, LLC	179.72	683,000	-	683,000	33,500	6.0%	2,020	179.72
5	030-00-02-015	SLF III Hardeeville, LLC	31.27	59,300	-	59,300	4,100	6.0%	250	31.27
6	030-00-01-014	SLF III Hardeeville, LLC	469.07	1,343,400	-	1,343,400	116,200	6.0%	6,970	469.07
7	030-00-01-015	SLF III Hardeeville, LLC	163.77	562,800	-	562,800	29,200	6.0%	1,750	163.77
8	030-00-01-001	SLF III Hardeeville, LLC	288.62	1,056,400	-	1,056,400	54,900	6.0%	3,290	288.62
9	030-00-01-017	SLF III Hardeeville, LLC	27.57	173,500	-	173,500	5,600	6.0%	340	27.57
10	030-00-01-018	SLF III Hardeeville, LLC	247.70	1,042,500	-	1,042,500	50,500	6.0%	3,030	247.70
			1,608.30	$5,677,600	$ -	$ 5,677,600	$ 331,300		$ 19,890	1,608.30

Note: The Jasper County Assessor has classified the parcels are Class Code 354, "Rural Agriculture."
Source: Tax parcel summaries as reflected at Jasper County, SC Assessor aPublic.net on September 26, 2023 (2023 values).
The last reassessment was as of December 31, 2020. The next reassessment will be as of December 31, 2025.

Exhibit B. Schedule of Estimated Costs of Redevelopment Projects

Redevelopment Projects:	Estimated Costs:	
Exit 3 Proper		
Plans & Engineering Exit 3 Proper Project	$3,400,000	
Land (estimated value)	$1,008,000	
Construction Exit 3 Proper Project	$45,604,000	See Exhibit B-1
Exit 3 Proper Project total	$50,012,000	
Parkway North Project		
Land (estimated value)	$1,200,000	
Construction Parkway North Project	$13,936,000	See Exhibit B-2
Parkway North Project total	$15,136,000	
Parkway South Project		
Design and Engineering Parkway South	$1,819,049	See Exhibit B-3
Land (estimated value)	$1,476,000	
Construction Parkway South Project	$27,285,737	See Exhibit B-3
Parkway South Project total	$30,580,786	
Costs relating to multiple Redevelopment Projects	$4,164,587	
Total Estimated Costs	**$99,893,373**	

Exhibit B-1: Exit 3 Proper Project

See the cost estimate from Stantec on the following page.

Stantec

Stantec Consulting Services Inc.
4969 Centre Pointe Drive Suite 200
North Charleston SC 29418-6952
Tel: (843) 740-7700

Interchange Improvements of I-95 Exit 3 Concept
(Limits per map from Craig Winn of SCDOT on March 9, 2021)

Engineer's Opinion of Probable Construction Cost

5/31/2023

SECTION	ITEM	QUANTITY	UNIT	UNIT PRICE	NET PRICE
1031000	MOBILIZATION	1.000	LS	$2,000,000.00	$2,000,000.00
1032010	BONDS AND INSURANCE	1.000	LS	$400,000.00	$400,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	1.000	EA	$150,000.00	$150,000.00
1071000	TRAFFIC CONTROL	1.000	LS	$1,500,000.00	$1,500,000.00
1080300	CPM PROGRESS SCHEDULE	1.000	LS	$20,000.00	$20,000.00
1090200	AS-BUILT CONSTRUCTION PLANS	1.000	LS	$30,000.00	$30,000.00
2011000	CLEARING & GRUBBING WITHIN RIGHT OF WAY	1.000	LS	$500,000.00	$500,000.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	10,600.000	SY	$10.00	$106,000.00
2031000	UNCLASSIFIED EXCAVATION	16,800.000	CY	$20.00	$336,000.00
2033000	BORROW EXCAVATION	686,500.000	CY	$20.00	$13,730,000.00
2034000	MUCK EXCAVATION	7,200.000	CY	$25.00	$180,000.00
3011080	CEMENT MODIFIED SUBBASE (8" UNIFORM)	0.000	SY	$5.00	$0.00
3050104	GRADED AGGREGATE BASE COURSE (4" UNIFORM)	10,700.000	SY	$15.00	$160,500.00
3069900	MAINTENANCE STONE	1,000.000	TON	$60.00	$60,000.00
3081090	CEMENT STAB. AGGR. BASE CR. (9" UNIF.)	27,500.000	SY	$25.00	$687,500.00
3100310	HOT MIX ASPHALT BASE COURSE - TYPE A	6,000.000	TON	$80.00	$480,000.00
4010005	PRIME COAT	648.000	GAL	$5.00	$3,240.00
4011004	LIQUID ASPHALT BINDER PG64-22	590.000	TON	$800.00	$472,000.00
4011008	LIQUID ASPHALT BINDER PG76-22	135.000	TON	$100.00	$13,500.00
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	0.000	SY	$6.00	$0.00
4020310	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE A	4,500.000	TON	$80.00	$360,000.00
4030310	HOT MIX ASPHALT SURFACE COURSE TYPE A	2,700.000	TON	$80.00	$216,000.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	1,800.000	TON	$80.00	$144,000.00
4030350	HOT MIX ASPHALT SURFACE COURSE TYPE D	300.000	TON	$80.00	$24,000.00
6520200	EXTRUDED PANEL SIGNS - GROUND MOUNTED EXTRUDED	315.000	SF	$50.00	$15,750.00
6573100	OVERHEAD SIGN STRUCTURE NO.(BRIDGE STRUCTURES)	12.000	EA	$120,000.00	$1,440,000.00
6573100	OVERHEAD SIGN STRUCTURE NO.(CANTILEVER STRUCTURES)	18.000	EA	$100,000.00	$1,800,000.00
7203210	CONCRETE CURB AND GUTTER(2'-0") VERTICAL FACE	4,499.000	LF	$50.00	$224,950.00
7206000	CONCRETE MEDIAN	4,100.000	SY	$120.00	$492,000.00
8058152	CONCRETE BARRIER WALL (TYPE-T18) 4' MAX.DIFF.IN RDWY.ELEV.	487.000	LF	$400.00	$194,800.00
	DEWATERING	1.000	LS	$120,000.00	$120,000.00
	DRAINAGE PIPE	2,660.000	LF	$120.00	$319,200.00
	DRAINAGE STRUCTURES	23.000	EA	$6,000.00	$138,000.00
	PAVEMENT MARKINGS AND SIGNING	1.000	LS	$75,000.00	$75,000.00
	TRAFFIC SIGNALS	3.000	EA	$175,000.00	$525,000.00
	EROSION CONTROL	1.000	LS	$1,750,000.00	$1,750,000.00
	BRIDGE DEMOLITION (I-95 OVERPASS)	1.000	LS	$100,000.00	$100,000.00
	BRIDGE CONSTRUCTION (INTERCHANGE OVERPASS)	45,730.000	SF	$200.00	$9,146,000.00
				SUBTOTAL =	$37,913,440.00
				RIGHT-OF-WAY =	$0.00
				UTILITY RELOCATIONS =	$100,000.00
				WETLAND DELINEATION, PERMITTING & MITIGATION =	$0.00
				CONSTRUCTION ENGINEERING AND INSPECTION (8%) =	$3,040,000.00
				CONTINGENCIES (12%) =	$4,550,000.00
				TOTAL PROJECT COST =	**$45,604,000.00**

NOTES:

1. THIS COST ESTIMATE COVERS RIVERPORT PARKWAY FROM STATION 150+00 TO STATION 174+28.
2. TRAFFIC CONTROL PRICE ASSUMES PURRYSBURG ROAD CAN BE CLOSED FOR BRIDGE REMOVAL AND CONSTRUCTION.
3. CEI HAS BEEN REDUCED FROM THE TYPICAL 15% TO 8% DUE TO THE OVERLAP WITH THE I-95 WIDENING PROJECT.
4. PRICES WERE DETERMINED FROM AN EVALUATION OF BID EXPRESS VALUES FROM 2023.
5. SURVEYING AND ENGINEERING FEES WILL BE HANDLED SEPARATELY.
6. I-95 EXIT 3 INTERCHANGE ACCELERATION AND DECELERATION LANES TO BE BUILT BY SCDOT WITH THE I-95 WIDENING PROJECT.

Exhibit B-2: Riverport Parkway North

See the cost estimate from Stantec on the following page.

Riverport Parkway North
Concept Plan - Four Lane Divided Roadway Transition to Two Lanes
Engineer's Opinion of Probable Construction Cost
5/31/2023

ITEM	QUANTITY	UNIT	UNIT PRICE	
4OBILIZATION	1.000	LS	$700,000.00	
ONDS AND INSURANCE	1.000	LS	$140,000.00	
:ONSTRUCTION STAKES, LINES & GRADES	1.000	EA	$40,000.00	
RAFFIC CONTROL	1.000	LS	$20,000.00	
:PM PROGRESS SCHEDULE	1.000	LS	$15,000.00	
.S-BUILT CONSTRUCTION PLANS	1.000	LS	$20,000.00	
:LEARING & GRUBBING WITHIN RIGHT OF WAY	1.000	LS	$40,000.00	
NCLASSIFIED EXCAVATION	9,300	CY	$25.00	
ORROW EXCAVATION	166,900.000	CY	$25.00	
4UCK EXCAVATION	5,400.000	CY	$25.00	
4AINTENANCE STONE	200.000	TON	$80.00	
IOT MIX ASPHALT BASE COURSE - TYPE A	10,700.000	TON	$80.00	
IQUID ASPHALT BINDER PG64-22	905.000	TON	$800.00	
4ILLING EXISTING ASPHALT PAVEMENT 2.0"	100.000	SY	$100.00	
IOT MIX ASPHALT INTERMEDIATE COURSE TYPE A	3,760.000	TON	$80.00	
IOT MIX ASPHALT SURFACE COURSE TYPE B	3,760.000	TON	$80.00	
)EWATERING	1.000	LS	$150,000.00	
)RAINAGE PIPE	200.000	LF	$120.00	
OX CULVERT	1.000	EA	$150,000.00	
AVEMENT MARKINGS AND SIGNING	1.000	LS	$50,000.00	
ROSION CONTROL	1.000	LS	$600,000.00	
RIDGE DEMOLITION (PURRYSBURG ROAD OVER CSX RR)	1.000	LS	$40,000.00	
IDGE CONSTRUCTION (RIVERPORT PARKWAY OVER CREEK)	6,923.000	SF	$200.00	
RIDGE CONSTRUCTION (RIVERPORT PARKWAY RAILROAD OVERPASS)	10,920.000	SF	$200.00	

SUBTOTAL =	
RIGHT-OF-WAY =	
UTILITY RELOCATIONS =	
WETLAND DELINEATION, PERMITTING & MITIGATION =	
CONSTRUCTION ENGINEERING AND INSPECTION =	
CONTINGENCIES (12%) =	
TOTAL PROJECT COST =	

MATE COVERS RIVERPORT PARKWAY FROM STATION 45+50 TO STATION 150+00.
)N ENGINEERING AND INSPECTION WILL BE HANDLED SEPARATELY.
)ETERMINED FROM AN EVALUATION OF BID EXPRESS VALUES FROM 2023.
ND ENGINEERING FEES WILL BE HANDLED SEPARATELY.

Exhibit B-3: Riverport Parkway South

See the cost estimate from Thomas and Hutton on the following two pages.

RIVERPORT PARKWAY SOUTH (PURRYSBURG ROAD - SOUTH OF I-16) 4 LANE DIVIDED ROADWAY
HARDEEVILLE, SC
THOMAS & HUTTON ENGINEERING CO.

DATE : 10/25/07
REVISED: 06/26/23
BY : JLM / SSF
JOB : 20995 / 24863

EARTHWORK, PAVING, GRADING AND DRAINAGE- FOR IMPROVEMENTS TO RIVERPORT PARKWAY SOUTH - 2 INITIAL LANES

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS	$ 40,500.00	$ 40,500.00
2	*CLEARING FOR 150' R/W*	*45.50*	AC	$ *8,000.00*	$ *364,000.00*
3	BASE COURSE (10 IN.)	61,711	SY	$ 18.00	$ 1,110,798.00
4	BINDER SURFACE (2.25 IN.)	61,711	SY	$ 14.00	$ 863,954.00
5	WEARING SURFACE (1.75 IN.)	61,711	SY	$ 11.00	$ 678,821.00
6	PRIME COAT	61,711	SY	$ 1.00	$ 61,711.00
7	TACK COAT	61,711	SY	$ 1.00	$ 61,711.00
8					
9	4" CONDUIT	1250	LF	$ 8.00	$ 10,000.00
10	6" CONDUIT	1250	LF	$ 12.00	$ 15,000.00
11	EROSION CONTROL	1	LS	$ 300,000.00	$ 300,000.00
12	ROADWAY GRADING	213,311	SY	$ 7.00	$ 1,493,177.00
13	GRASSING	151,600	SY	$ 0.70	$ 106,120.00
14	REMOVE UNSUITABLE (MUCK)	71,104	CY	$ 15.00	$ 1,066,560.00
15	SELECT FILL FOR ROAD	142,208	CY	$ 25.00	$ 3,555,200.00
16	*STORM DRAINAGE*	*JOB*	*LS*	$ *2,000,000.00*	$ *2,000,000.00*
17	SANITARY SEWER	JOB	LS	$ 660,000.00	$ 660,000.00
18	WATER	JOB	LS	$ 330,000.00	$ 330,000.00
19	OUTFALL LAGOON/DITCHING	1	LS	$ 750,000.00	$ 750,000.00
20	6" SGD (PERFORATED W/ STONE AND FILTER FABRIC)	20,508	LF	$ 20.00	$ 410,160.00
21	STONE BACKFILL	280	CY	$ 40.00	$ 11,200.00
22	SAND BACKFILL	50	CY	$ 10.00	$ 500.00
23	TRAFFIC CONTROL	1	LS	$ 704,000.00	$ 704,000.00
24	4" WHITE SOLID LINE THERMOPLASTIC	19198	LF	$ 0.60	$ 11,518.80
25	4" YELLOW SOLID LINE THERMOPLASTIC	19198	LF	$ 0.60	$ 11,518.80
26	24" WHITE SOLID LINE 125 MIL	160	LF	$ 6.50	$ 1,040.00
27	WHITE SINGLE ARROWS TYPE 2	12	EA	$ 75.00	$ 900.00
28	YELOW PAVEMENT MARKERS BI-DIR.	240	EA	$ 6.50	$ 1,560.00
29	PERMANENT SIGNING	1	LS	$ 6,000.00	$ 6,000.00
				SUB-TOTAL EARTHWORK, PAVING, GRADING AND DRAINAGE	$ 14,624,849.60
				5% CONTINGENCY	$ 731,247.48
				7% ENGINEERNG, PLANNING, PERMITTING, LEGAL AND SURVEYING	$ 1,023,746.47
				TOTAL: RIVERPORT PARKWAY SOUTH (PURRYSBURG ROAD - SOUTH OF I-95) (2 INITIAL LANES)	$ 16,378,843.55
				COST PER MILE	$ 4,504,953.74
				COST PER LINEAR FOOT	$ 853.21

OPINIONS OF PROBABLE COST
Since the engineer has no control over the cost of labor, materials, equipment, the Contractor's methods of determining prices, or over competitive bidding or market conditions, his Opinions of Probable Construction Costs provided herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

* THIS ESTIMATE IS BASED UPON A CONCEPTUAL ROUTING FOR RIVERPORT PARKWAY SOUTH. NO DESIGN INFORMATION IS AVAILABLE AT THIS TIME.

RIVERPORT PARKWAY SOUTH (PURRYSBURG ROAD SOUTH OF I-95) 4 LANE DIVIDED ROADWAY
HARDEEVILLE, SC
THOMAS & HUTTON ENGINEERING CO.

DATE : 10/25/07
REVISED: 06/26/23
BY : JLM / SSF
JOB : 20995 / 24863

EARTHWORK, PAVING, GRADING AND DRAINAGE- FOR IMPROVEMENTS TO RIVERPORT PARKWAY SOUTH - ADDITIONAL 2 LANES

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS	$ 40,500.00	$ 40,500.00
2	BASE COURSE (10 IN.)	61,711	SY	$ 28.00	$ 1,727,908.00
3	BINDER SURFACE (2.25 IN.)	61,711	SY	$ 14.00	$ 863,954.00
4	WEARING SURFACE (1.76 IN.)	61,711	SY	$ 11.00	$ 678,821.00
5	PRIME COAT	61,711	SY	$ 1.00	$ 61,711.00
6	TACK COAT	61,711	SY	$ 1.00	$ 61,711.00
7					
8	4" CONDUIT	1250	LF	$ 8.00	$ 10,000.00
9	6" CONDUIT	1250	LF	$ 12.00	$ 15,000.00
10	EROSION CONTROL	1	LS	$ 350,000.00	$ 350,000.00
11	ROADWAY GRADING	106,856	SY	$ 7.00	$ 748,592.00
12	GRASSING	44,945	SY	$ 0.70	$ 31,461.50
13	REMOVE UNSUITABLE (MUCK)	36,974	CY	$ 15.00	$ 554,610.00
14	SELECT FILL FOR ROAD	73,948	CY	$ 25.00	$ 1,848,700.00
15	*STORM DRAINAGE*	*JOB*	*LS*	*$ 2,000,000.00*	*$ 2,000,000.00*
16	*SANITARY SEWER*	*JOB*	*LS*	*$ 660,000.00*	*$ 660,000.00*
17	*WATER*	*JOB*	*LS*	*$ 330,000.00*	*$ 330,000.00*
18	OUTFALL LAGOONS/DITCHING	1	LS	$ 250,000.00	$ 250,000.00
19	6" SOD (PERFORATED W/ STONE AND FILTER FABRIC)	20,508	LF	$ 20.00	$ 410,160.00
20	STONE BACKFILL	280	CY	$ 40.00	$ 11,200.00
21	SAND BACKFILL	560	CY	$ 10.00	$ 5,600.00
22	TRAFFIC CONTROL	1	LS	$ 672,000.00	$ 672,000.00
23	4" WHITE SOLID LINE THERMOPLASTIC	19198	LF	$ 0.60	$ 11,518.80
24	4" YELLOW SOLID LINE THERMOPLASTIC	19198	LF	$ 0.60	$ 11,518.80
26	24" WHITE SOLID LINE 126 MIL	160	LF	$ 6.50	$ 1,040.00
26	WHITE SINGLE ARROWS TYPE 2	12	EA	$ 75.00	$ 900.00
27	YELOW PAVEMENT MARKERS BI-DIR.	240	EA	$ 6.50	$ 1,560.00
28	PERMANENT SIGNING	1	LS	$ 5,000.00	$ 5,000.00
				SUB-TOTAL EARTHWORK, PAVING, GRADING AND DRAINAGE	$ 11,361,466.10
				5% CONTINGENCY	$ 568,073.31
				7% ENGINEERNG, PLANNING, PERMITTING, LEGAL AND SURVEYING	$ 795,302.63
				TOTAL: PURRYSBURG ROAD SOUTH OF I-95 (ADDITIONAL 2 LANES)	$ 12,724,842.04
				COST PER MILE	$ 3,499,686.11
				COST PER LINEAR FOOT	$ 662.82

OPINIONS OF PROBABLE COST

Since the engineer has no control over the cost of labor, materials, equipment, the Contractor's methods of determining prices, or over competitive bidding or market conditions, his Opinions of Probable Construction Costs provided herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry.

* THIS ESTIMATE IS BASED UPON A CONCEPTUAL ROUTING FOR PURRYSBURG ROAD. NO DESIGN INFORMATION IS AVAILABLE AT THIS TIME.

EXHIBIT C

COMPREHENSIVE SOURCES AND USES OF FUNDS

Sources of Funds or Contribution		Uses of Funds or Contribution		
Sources	**Estimated Amount or Estimated Value**	**Uses**		**Estimated Cost or Estimated Value**
Cash or Similar Contributions:		**Redevelopment Projects:**		
SCTIB Grant*	$28,100,000	Exit 3 Proper		
SCTIB Loan**	$18,240,000	Plans & Engineering Exit 3 Proper Project	$3,400,000	
Jasper County Cash Contribution	$13,500,000	Land (estimated value)	$1,008,000	
City Contribution***	$4,164,587	Construction Exit 3 Proper Project	$45,604,000	
Owner Cash Contribution	$3,100,000	Exit 3 Proper Project total		$50,012,000
Owner's Payment for Parkway South	$29,104,786	Parkway North Project		
Total Cash or Similar Contributions	**$96,209,373**	Land (estimated value)	$1,200,000	
		Construction Parkway North Project	$13,936,000	
Owner Contribution of Land for Public ROW****	$3,684,000	Parkway North Project total		$15,136,000
		Parkway South Project		
		Design and Engineering Parkway South	$1,819,049	
		Land (estimated value)	$1,476,000	
		Construction Parkway South Project	$27,285,737	
		Parkway South Project total		$30,580,786
		Costs relating to multiple Redevelopment Projects*****		$4,164,587
		Total Redevelopment Projects		**$99,893,373**
Total Sources of Funds or Contribution	**$99,893,373**	**Total Use of Funds or Contribution**		**$99,893,373**

* No portion of the proceeds of the SCTIB Grant or SCTIB Loan shall be used to fund the Parkway South Project or for payment for the public right of way.

**An additional up to $9,860,000 in SCTIB Loan proceeds are available to pay for costs of the Exit #3 Proper Project to the extent that the total cost of the Exit #3 Proper Project (excluding the land contribution) is greater than the estimated amount specified in the table above, subject to the satisfaction of certain conditions.

***City entered into a memorandum of understanding with Owner in October 2018 (which has been amended from time to time) for the reimbursement of certain City expenditures related to the Exit 3 Proper Project and the design and engineering for the Parkway North Project. To date, the City has been reimbursed a total of $751,090 for certain payments that the City has made.

****The estimated value of the land to be contributed for the public right of way represents the value of the contributed real property expected to be specified in the Development Agreement.

*****The City has entered into an agreement with Stantec, an engineering firm, to provide services relating to multiple Redevelopment Projects. The City has estimated that the total cost of these services from Stantec, a portion of which has been completed, will equal the amount shown.

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

I, the undersigned City Clerk of the City of Hardeeville, do hereby certify that attached hereto is a true, correct and verbatim copy of an **Ordinance** adopted by the City Council of the City of Hardeeville (the "City Council"). The Ordinance was given its first reading by the City Council at its duly called meeting of 11/2/2023, 2023, and a second reading at its duly called meeting of 2/1/2024, 2023.

I do further certify that at each meeting of the City Council at which the **Ordinance** was read, a quorum was present at the commencement thereof and remained present throughout the time in which the Ordinance was considered and voted up by members of the City Council.

An original of said Ordinance is in my custody as Clerk to the City Council.

WITNESS my hand and the seal of the City this 1st day of February, 2023.

Robin E. Conner-Payne, City Clerk,
City of Hardeeville, South Carolina

[SEAL]

RESOLUTION No. 2023-8-17B

A RESOLUTION OF THE CITY OF HARDEEVILLE, SOUTH CAROLINA, CITY COUNCIL TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE JASPER COUNTY SCHOOL DISTRICT REGARDING TIF REVENUES FROM THE EXIT 3 REDEVELOPMENT PROJECT AREA AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERGOVERMENTAL AGREEMENT ON BEHALF OF THE CITY

WHEREAS, Title 31, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended (the "*TIF Act*"), authorizes incorporated municipalities of the State of South Carolina (the "*State*") to provide incentives for redevelopment in areas which are agricultural areas or blighted areas or both, through the direct payment or financing of publicly-owned improvements pursuant to the provision of the TIF Act, and;

WHEREAS, the TIF Act authorizes the City to establish a redevelopment project area (as defined in the TIF Act) and to adopt a redevelopment plan (as defined in the TIF Act) for the purpose of financing redevelopment projects, consisting of publicly-owned property and infrastructure improvements (as described in the TIF Act), and;

WHEREAS, the City shall be providing notice for a TIF to be placed over the exit 3 redevelopment project area, both shall be authorized by ordinance of the City Council, and;

WHEREAS, Pursuant to the provisions of the TIF Act, the School District and the City desire to enter into this Agreement to set forth the contractual terms under which the School District will participate in the Redevelopment Plan on a limited basis. Specifically, this Agreement sets forth the level at which the TIF

WHEREAS, the City and School District are authorized to enter into such agreements

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hardeeville, SC:

1. The City Council accepts the terms of the Intergovernmental Agreement.

2. The City Manager is hereby authorized to execute, deliver and receive any agreements and documents as may be required in order to carry out, give effect to and consummate the document.

PASSED AND ADOPTED by the City Council of the City of Hardeeville, SC this 17th day of August 2023.

CITY OF HARDEEVILLE, SC

Harry Williams

By: H's MAYOR

ATTEST:

Ronni C Corner-Payne

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (the "***Agreement***") is dated as of the 25 day of October, 2023, and is by and between **JASPER COUNTY SCHOOL DISTRICT**, a school district and political subdivision of the State of South Carolina (the "***School District***"), and the **CITY OF HARDEEVILLE, SOUTH CAROLINA**, a municipal corporation and a political subdivision of the State of South Carolina (the "***City***," and together with the School District, the "***Parties***" and each individually, a "***Party***").

WITNESSETH

(a) Title 31, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended (the "***TIF Act***"), authorizes incorporated municipalities of the State of South Carolina (the "***State***") to provide incentives for redevelopment in areas which are agricultural areas or blighted areas or both, through the direct payment or financing of publicly-owned improvements pursuant to the provision of the TIF Act.

(b) The TIF Act authorizes the City to establish a redevelopment project area (as defined in the TIF Act) and to adopt a redevelopment plan (as defined in the TIF Act) for the purpose of financing redevelopment projects, consisting of publicly-owned property and infrastructure improvements (as described in the TIF Act).

(c) Pursuant to an ordinance enacted on _____, 2023 (the "***TIF Ordinance***"), the City previously determined that there existed within the City certain areas which are agricultural areas or blighted areas or both, in which areas development and redevelopment would be encouraged through the City's undertaking of certain redevelopment projects (as defined in the TIF Act).

(d) In connection with the authorizations contained in the TIF Act and pursuant to the terms of the TIF Ordinance, the City approved its tax increment financing redevelopment plan dated _____, 2023 (the "***Redevelopment Plan***").

(e) The Redevelopment Plan provides for and identifies the area designated by the City as the redevelopment project area (the "***TIF District***").

(f) The Redevelopment Plan identifies redevelopment projects (the "***Projects***") to be financed as described in the Redevelopment Plan, each of which Projects constitutes a "redevelopment project" within the meaning of the TIF Act. None of the Projects are or will be located outside the boundaries of the TIF District.

(g) The City proposes to issue bonds, notes, or other evidence of indebtedness, secured by a portion of the property tax revenues generated in the TIF District in excess of the property tax revenues attributable to the initial equalized assessed value (as defined in the TIF Act) (the "***TIF Revenues***"), in one or more series, within the meaning of the TIF Act (collectively, the "***Obligations***") to raise the moneys necessary to construct the Projects or to refund outstanding Obligations. The maximum term of the Obligations is thirty (30) years, and the maximum aggregate amount of the Obligations to be issued and outstanding at any one time is $37,500,000.

(h) Although the City is authorizing a maximum amount of Obligations in the amount of $37,500,000, it does not expect to incur more than $14,800,000 in Obligations unless there are cost overruns for the Projects or the City refunds the Loan (as defined below) by issuing additional Obligations.

(i) The City's current expectation is that the City and Jasper County (the "***County***") will enter into a Loan Agreement (the "***Loan Agreement***") with the South Carolina Transportation Infrastructure Bank (the "***SCTIB***"), which will provide, in part, for a draw down loan (the "***Loan***") to the City and the County in the principal amount of not to exceed $28,095,903; provided, however, the City and County expect to draw down no more than $14,800,000 under the Loan. The City expects the balance of the cost of the Projects will be funded by (i) a grant made by the SCTIB to the City and the County in the amount of approximately $28,095,903, (ii) contributions made by SLF III – Hardeeville, LLC, a Texas limited liability company (the "***Owner***") consisting of right-of-way easements or deeds and the construction of RiverPort Parkway south of I-95 (including the existing improvements) having an aggregate estimated value of approximately $26,270,000, (iii) a cash contribution by the County in the approximate amount of $13,500,000 from the County's transportation sales tax revenues, and (iv) a cash contribution by the Owner in the approximate amount of $3,100,000. Additional security for the payment of the Obligations will be provided by the Owner in the form of a fully-funded debt service reserve fund in the amount of approximately $2,447,088. The City's obligation under the Loan Agreement will constitute an "Obligation" as defined above.

(j) All Taxing Districts (as defined in the TIF Act) within the TIF District have been provided notice of the Redevelopment Plan in accordance with the TIF Act.

(k) Pursuant to the provisions of the TIF Act, the County has agreed to participate in the Redevelopment Plan in accordance with the terms thereof.

(l) Pursuant to the provisions of the TIF Act, the School District and the City desire to enter into this Agreement to set forth the contractual terms under which the School District will participate in the Redevelopment Plan on a limited basis. Specifically, this Agreement sets forth the level at which the TIF Revenues otherwise attributable to the School District may be utilized.

(m) The Parties hereto are now entering into this Agreement to memorialize the terms and conditions under which the School District will participate in the Redevelopment Plan. Each Party acknowledges that this Agreement is supplemental and in addition to the Redevelopment Plan, and is expressly intended to create contractual rights enforceable by the City and the School District with respect to the Redevelopment Plan, all as provided in Section 6 hereof.

Section 1. Representations and Warranties of the Parties. Each of the Parties represents and warrants that:

(a) It has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) It has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and

(c) This Agreement constitutes a legal, valid, and binding obligation of it, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

Section 2. Acknowledgments.

(a) The School District acknowledges and agrees that the City has approved the Redevelopment Plan. Reserving the contractual rights and privileges created by this Agreement and the

City's intention that this Agreement induce the School District, the School District hereby waives any objection it may have or has already made under the TIF Act as to any procedure and method utilized by the City in approving the Redevelopment Plan and consents to its approval subject to the terms and conditions set forth herein. The School District acknowledges receipt from the City of proper notice under the TIF Act.

(b) The City acknowledges and agrees that the School District's participation in the Redevelopment Plan is conditioned upon the terms and conditions established herein, including the City's agreement that no additional changes to (i) the boundaries of the TIF District; (ii) the Redevelopment Plan; or (iii) the terms of the City or the County's participation in the Redevelopment Plan shall occur after the date of this Agreement without the consent of the School District, and that the School District would not consent to such participation in the absence of this Agreement. The City further acknowledges and agrees that the covenants, pledges, and agreements that the City enters into in connection with any Obligation will contain terms that are consistent with the provisions of this Agreement.

(c) Subject to the City's compliance with Section 3 hereof, and the provisions concerning the School Site and the School Development Fees (as such terms are defined herein) pursuant to Section 4 hereof, the School District consents to the contribution of the School District TIF Revenues (as defined herein) in an amount not to exceed the Participation Amount (as defined herein) to be used to provide moneys to fund the Redevelopment Plan.

Section 3. Participation; Term; Allocation; Annual Report.

(a) Participation.

(i) The School District authorizes the use of a fixed percentage of the annual TIF Revenues attributable to the School District's annual property tax millage imposed on real property located within the TIF District (the "***School District TIF Revenues***") by the City to pay debt service of Obligations issued to defray the costs of the Redevelopment Plan, and related administrative expenses (as permitted under the TIF Act), without the consent of the School District. The amount of the School District TIF Revenues that may be used for such purposes is 35% of the School District TIF Revenues collected annually (the "***Participation Amount***").

(ii) The entirety of the School District TIF Revenues will be transferred by the Jasper County Treasurer or Jasper County Delinquent Tax Collector, as applicable, to the City for deposit in the special tax allocation fund (as described in the TIF Act and for the purposes herein, the "***Hardeeville Special Tax Allocation Fund***"). Any amounts of School District TIF Revenues in excess of the lesser of (1) the Participation Amount or, (2) amounts required to pay Debt Service Requirements (clauses (1) and (2) together, the "***Surplus Funds***"), shall be distributed by the City to the Jasper County Treasurer for distribution to the School District on an annual basis for use in the School District's sole discretion. Any Surplus Funds in the Hardeeville Special Tax Allocation Fund shall be distributed to the School District without demand or request.

(b) Term with Respect to the Use of School District TIF Revenues. Conditioned upon the issuance of an Obligation, commencing in the fiscal year beginning [July 1, 2023], the Parties hereby consent to the deposit of the collection of the School District TIF Revenues into the Hardeeville Special Tax Allocation Fund for a period continuing until the earliest of: (i) the date upon which Obligations are no longer outstanding; (ii) the TIF District ceases to exist, or (iii) changes are made to the Redevelopment Plan without the School District's consent (the "***Participation Term***"). At the end of the Participation Term, the School District's contribution of the Participation Amount to the City shall immediately cease and any

School District TIF Revenues in the Hardeeville Special Tax Allocation Fund shall be distributed to the School District without demand or request.

(c) Obligations.

(i) Upon the issuance of a series of Obligations, the City shall establish and fund a project fund or funds, or a comparable draw-down structure, for the Obligations in an amount not to exceed $37,500,000; such amount shall be used to defray the costs of the Projects. While $37,500,000 is the limit for the project fund(s) associated with the Projects (the "***Project Fund Limit***"), such cap shall not otherwise limit the par amount of any associated refunding Obligations, and shall not otherwise be applied to the costs of issuing the Obligations or capitalizing interest, if necessary. Should the City determine to fund a project fund in excess of the Project Fund Limit, the provisions hereof shall not prohibit such borrowing; however the Participation Amount shall not be applied or otherwise pledged toward any Debt Service Requirements (as defined below) on moneys borrowed in excess of the Project Fund Limit and any TIF Revenues pledged as Debt Service Requirements (as defined herein) on Obligations in excess of $37,500,000 shall exclude School District TIF Revenues.

(ii) The term "***Debt Service Requirements***" means all payments of principal, interest, carry-over amounts, redemption premium (if any), and optional or mandatory prepayments or redemptions due on the Obligations.

(d) Allocation of Participation Amount. During the Participation Term, the Parties acknowledge that the City shall have the conclusive right to apply the Participation Amount to pay debt service on the Obligations and related administrative expenses as provided and permitted under the TIF Act. No portion of the Participation Amount shall be applied to directly pay costs of the Project.

(e) No Responsibility for Shortfall. With respect to this Agreement and as provided by the TIF Act, the School District shall not be responsible for any shortfalls in the amounts relative to the projections contained in the Redevelopment Plan or relative to Debt Service Requirements and in no event may School District TIF Revenues above the Participation Amount be used to pay any such shortfall.

(f) Annual Report. On or before [June 30] of each year during the Participation Term, the City [or its TIF administrator] will provide a report to the School District providing a calculation of Surplus Funds for the just completed fiscal year and detailing the expenditure of TIF Revenues deposited into the Hardeeville Special Tax Allocation Fund for the prior fiscal year. The report will specifically provide all expenditures for the costs of Projects and Debt Service Requirements. The City's back-up records of these revenues and expenditures and any other information the School District may reasonably request shall be made available to the School District, upon written request; if the School District wishes to examine these records in more detail at its own expense; the City will fully cooperate in explaining the uses to which these funds have been put.

Section 4. Application of Certain Terms of Development Agreement. In connection with development that is anticipated to occur within the TIF District, the City has entered into that certain Development Agreement, dated on or about April 27, 2006, as recorded in the Office of the Register of Deeds for Jasper County, South Carolina (the "***ROD***"), in Book 423 at Pages 1-396, as amended by that certain First Amendment to and Partial Restatement of Development Agreement, dated as of October 27, 2009, and recorded in the ROD in Book 771 at Page 1, and as further amended by that certain Second Amendment to and Partial Restatement of Development Agreement, dated as of [___], 2023, and recorded in the ROD in Book [___] at Page [___] (collectively, and as may subsequently be amended, the "***Development Agreement***"). The City and the Owner have agreed, (1) pursuant to Section XII(E) of the

Development Agreement, upon the collection of Development Fees (as defined in the Development Agreement) for Schools in connection with the development of certain land uses (the "***School Development Fees***"), and (2) pursuant to Section XII(B) of the Development Agreement, upon the application of School Development Fees to the acquisition of a School Site (as defined in the Development Agreement) and for other school-related purposes. As additional consideration for the School District's participation in the Redevelopment Plan, the Parties agree as follows:

(a) School Site. In the event that the City determines to acquire the School Site in accordance with the terms of the Development Agreement, the City shall apply any School Development Fees held in the School Fund (as defined in the Development Agreement) at such time to the acquisition price thereof, and the City grants to the School District the right of first refusal to acquire the School Site for purposes permitted under the Development Agreement. The right of first refusal granted hereby shall only arise and be effective at the time that the City determines to exercise its rights under the Development Agreement to acquire the School Site. At such time as the City receives notice from the Owner of the issuance of the four thousand two hundred fiftieth (4,250th) certificate of occupancy on the Property (as defined in the Development Agreement) pursuant to Section XII(B) of the Development Agreement, the City shall provide the School District with written notice thereof, and upon the receipt of such notice, the School District shall have until thirty days after the issuance of the four thousand five hundredth (4,500th) residential certificate of occupancy on the Property to determine whether to exercise its rights under this subsection (a). In order to exercise its rights under this subsection (a), the School District shall provide the City with written notice thereof, which shall include reasonable assurances that it is able to make use of the School Site for the purposes required pursuant to Section XII(B) of the Development Agreement within the time frames set forth therein. If the School District has exercised its right of first refusal with respect to the School Site, as described in this subsection (a), the City shall execute such deeds and other instruments, certificates, or other documents as may be necessary to convey the School Site to the School District, within 30 days of the City's acquisition thereof. The School District shall not pay any compensation to the City for the School Site. For the avoidance of doubt, if the School District does not exercise its right of first refusal to acquire the School Site from the City, as described in this subsection (a), the City may acquire the School Site for its own use or may convey the School Site to any other third-party, and may apply any collected School Development Fees towards the cost to acquire the School Site in accordance with the Development Agreement.

(b) School Development Fees. To the extent that the City collects School Development Fees, the City shall first apply such School Development Fees to the acquisition price of the School Site in accordance with the terms of the Development Agreement. In the event that any of the following occur: (1) the City has collected School Development Fees in amounts in excess of the acquisition price of the School Site; (2) the City collects School Development Fees after the School Site has been acquired; (3) the City and the Owner agree to amendments to the Development Agreement that permit collected School Development Fees to be spent prior to the issuance of the four thousand five hundredth (4,500th) residential certificate of occupancy on the Property; or (4) the Development Agreement terminates prior to the issuance of the four thousand five hundredth (4,500th) residential certificate of occupancy on the Property, the City shall permit the School District to make use of such collected School Development Fees to defray the costs of (i) schools of the School District to be constructed on the School Site or infrastructure associated with the School Site, if the School District has exercised its right of first refusal pursuant to subsection (a) of this Section; (ii) schools of the School District in the Southern Jasper County area; and/or (iii) the enhancement of recreational and library services associated with schools of the School District in the Southern Jasper County area.

(c) Use of School Development Fees. In order to make use of collected School Development Fees for the purposes set forth in clauses (i) through (iii) in the preceding sentence, (1) the School District shall provide the City with written notification of the purpose for which such funds are to be expended; (2)

within 15 days of receipt of such written notification, the City shall provide the School District with written notification that it concurs that the purpose for which such funds are to be expended is for one of the purposes set forth in clauses (i) through (iii) in the preceding sentence; (3) the School District shall provide the City with invoices, payment applications, or other documentation showing the amount of costs that the School District has incurred for such purposes; and (4) the City shall reimburse the School District for such costs within 30 days of receipt of such documentation.

(d) Term with Respect to this Section 4. Notwithstanding the cessation of the deposit of the School District Revenues into the Hardeeville Special Tax Allocation Fund pursuant to Section 3(b), the remaining provisions of this Agreement shall remain in full force and effect until such time as the Development Agreement has terminated and all School Development Fees collected pursuant to the Development Agreement have been expended.

Section 5. No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, officer, agent or employee of the City or the School District in any other than his or her official capacity, and neither the members of the City Council of the City or the governing body of the School District (as applicable), nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of the City or the School District contained in this Agreement.

Section 6. Binding Nature of Agreement. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the governing bodies of the City and the School District and their respective successors in office.

Section 7. Effect of Agreement. This Agreement constitutes and is intended by the Parties to constitute the entire agreement between the Parties, and all obligations of the Parties, each to the other, contained in any memorandum and any other document or based upon any other communications prior to the execution of this Agreement have been satisfied or are superseded by this Agreement and are no longer valid and enforceable, provided this Agreement is properly executed and duly authorized by the Parties. Accordingly, the Parties hereto are now entering into this Agreement to memorialize the terms and conditions under which the School District will participate in the Redevelopment Plan. Each Party acknowledges that this Agreement is supplemental and in addition to the Redevelopment Plan, and is expressly intended to create contractual rights enforceable by the City and the School District with respect to the Redevelopment Plan and the distribution of the School District TIF Revenues. As between the Parties, the terms and provisions of this Agreement shall be controlling with respect to any conflicting or inconsistent provisions found in the TIF Ordinance, the Redevelopment Plan, and/or any implementing ordinances or resolutions previously or hereafter enacted or promulgated. As to the School District, this Agreement supersedes any prior commitments or liabilities under any former tax increment financing redevelopment plans, ordinances, implementing resolutions, agreements, settlements, or settlement documents inconsistent herewith and constitutes exclusively the obligations of the School District with respect to the Redevelopment Plan.

Section 8. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except with the written consent of all Parties hereto.

Section 9. Captions; Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 11. No Construction Against Drafter. The Parties hereby acknowledge that they have reviewed this Agreement, that each of the Parties has offered suggested changes, many of which are incorporated herein, and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of any provision of this Agreement.

Section 12. Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein; provided that the remaining provisions hereof shall be interpreted to the greatest extent permitted by law to give effect to the limitations set forth herein for the use of School District TIF Revenues. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

Section 13. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the Parties consent to the exclusive jurisdiction of the courts of the State, in Jasper County, for resolution of any dispute arising hereunder.

Section 14. Further Resolutions or Ordinances. To the extent required by the laws of the State, including, but not limited to, the TIF Act, the City and the School District agree to adopt one or more resolutions or to enact one or more ordinances as necessary to effect the agreements provided for in this Agreement and such resolutions and ordinances shall be given the full force and effect of law.

[ONE SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the City and the School District, by their authorized representatives, have hereunto set forth their hands as of the day first above written.

CITY OF HARDEEVILLE,
SOUTH CAROLINA

By: _____
Its: City Manager

JASPER COUNTY SCHOOL DISTRICT

By: _____ (Rachel Anderson)
Its: Superintendent

Minutes of Regular Meeting
March 13, 2023

The Board of Trustees
Jasper County School District

A regular meeting of the Board of Trustees of Jasper County School District was held March 13, 2023 beginning at 5:30 p.m. at Hardeeville Junior Senior High School.

Board Chair, Priscilla Green called the meeting to order at 5:30 p.m.	CALL TO ORDER
In accordance with the agenda, the meeting was called to order by, Board Chair, Priscilla Green at 5:30 p.m. A quorum of trustees was present.	DECLARATION OF QUORUM
Present: Vice Chair, Carolyn Bolden; Secretary, Tom Baillet; Berty Riley; Daisy Mitchell; Priscilla Fraser; Joyce Gerald; and Tedd Moyd *(virtual)*.	
Absent: Shalonda Toomer	
Chair Green informed the Board of Trustees that notification of the meeting was forwarded to the media.	NOTIFICATION OF THE MEDIA
Carolyn Bolden moved, and Joyce Gerald seconded the motion to enter Executive Session (discussing Contractual Matters and Certified Personnel Report). The motion passed unanimously.	EXECUTIVE SESSION
Carolyn Bolden moved, and Joyce Gerald seconded the motion to come out of Executive Session. The motion passed unanimously.	COME OUT OF EXECUTIVE SESSION
Public Session began at 6:33 PM.	PUBLIC SESSION
Board Member Joyce Gerald was sworn into office by repeating the Oath of Office led by Mr. Michael Hutchinson, Pastor of Red Dam Baptist Church, and Mrs. Jeanette Hutchinson.	OATH OF OFFICE
Joyce Gerald moved, and Carolyn Bolden seconded the motion to approve the agenda. The motion passed unanimously.	AGENDA APPROVAL
Joyce Gerald led the reciting of the pledge of allegiance and a moment of silence was observed.	PLEDGE OF ALLEGIANCE /MOMENT OF SILENCE
No public comments.	PUBLIC COMMENTS
Tom Baillet moved, and Carolyn Bolden seconded the motion to approve the minutes for the February 27, 2023 minutes. The motion passed unanimously.	CONSENT AGENDA
Joyce Gerald moved, and Berty Riley seconded the motion to approve the RSAE JROTC Field Trip – Charleston (May 15-19, 2023). The motion passed unanimously.	

Reports and Information

ROOF REPLACEMENT AND EXTERIOR WALL REPAIR

Chair Green yielded the floor to Mr. Todd Weiss and Mr. Bill Cram. Mr. Cram shared as a follow-up to his previous presentation that the roof replacement and exterior wall repair was sent out for rebid. The team reviewed the bid totaling $9,143,781.00. He reviewed the options suggested by the engineering team and the potential cost savings associated with the options. It is anticipated that the work will take eight (8) months.

In response to board member questions, Mr. Cram shared that:

-The warranty for the systems remains the same.

-Yes, this will take care of all the issues – window repairs, water issues, and roof issues. It is a comprehensive solution.

-The total cost of the project is $9,143,781.00 but the recommended option totals $8,623,781.00. Mr. Cram recommended the option that includes the savings.

ACTION ITEM

Tom Balliet moved, and Joyce Gerald seconded the motion to approve the recommendation to accept the repair option totaling $8,623,781.00. The motion passed unanimously.

CMTA ENERGY SAVINGS REPORT

Board members received and reviewed the Energy Savings Report. Chair Green yielded the floor to Mr. Ben Castillo. Mr. Castillo introduced the Vice President, Mr. David Payne. Mr. Payne shared highlights of the entire report. He shared that the guaranteed savings were exceeded by $81,000. All the graphs in the report can be tracked online and are live every month.

EXIT 3/TIF UPDATE

Chair Green yielded the floor to Alan Lipsius, Nicole Scott, and several other members of the development team (virtual and in person). In the presentation, the developers shared maps of the area affected (roughly 4,300 acres) and areas not in the proposed areas to be affected. The Exit 3 Projects include three points:

- Exit #3 project – a new interchange at or about mile marker 3 on I-95.
- Parkway North Project – an approximately 1.5 mile portion of RiverPort Parkway north of the new Exit 3 on I-95 and
- Parkway South Project – an approximately 4-mile portion of RiverPort Parkway south of the new Exit 3 on I-95.

The developers showed a map of the new exit and the area to be developed. The timeline of the project (the permits and reports are being worked on) was shared with the board showing the number of days associated with each aspect of the project along with the costs associated with each phase of the improvements. The total Use of Funds or Contributions are estimated at $85,845,697.00. The Board members received an explanation of the anticipated financing- DOT is responsible for Exit 3; the city and owner team are responsible for the construction of Parkway North; and the owner team is responsible for the construction of Parkway South. The developer shared an example of how TIF revenues can be split and shared.

Mr. Michael shared a brief overview of the plan for the 4,300 acre land tract-RiverPort. The project is split into two – South and North. The quality of the development is important to the economy and school system. There are commercial/industrial uses toward the south. This is termed the job creation portion as it would bring high paying jobs to the area. The north end is more of a residential, commercial, and maybe industrial area. The developers, being mindful of the current residential areas, are looking to create more residential areas. The development agreement has flexibility built into the plan.

In response to board member questions, the developers shared:

- The south side of I-95 will be used for more commercial and the north side for more residential developments.
- The 4,300 homes would be on the north end – almost exclusively.
- Mixed use – particularly retail, commercial office spaces – areas will be closer to the interstate, so it will increase access to those on the interstate.
- Look at it like three different road works – 1. The new interstate interchange will be right at mile marker 3; 2- Riverport South which will run to Hwy 17; and 3. Riverport Parkway N which will extend from Exit 3 North to Church Road.
- In reference to the sewage plant, the project ends at the paved road, but the roads will connect. Trucks will potentially be driving up and down Church Road. The developer suggested that additional conversation will be had with the Mayor of Hardeeville regarding that concern.

Carolyn Bolden moved, and Daisy Mitchell seconded the motion to approve the Exit 3/TIF. The motion passed 6:1 *(Joyce Gerald abstained).*

ACTION ITEM

Chair Green yielded the floor to Dr. Stephanie Hart, Director of Career and Advanced Technology Education Center (CATE). Dr. Hart reviewed the technical terms often used in CTE. There are 16 career pathways. Next year, ROTC will become a part of Government pathway to make 9 programs; however, between JCSD CATE and BJACE all 16 pathways will be offered (considering Health Sciences is the only one that crosses over). Cybersecurity is now offered again and hopefully there will be some industry certifications by the end of the year.

SCHOOL & DISTRICT LEVEL DATA PRESENTATIONS
JCSD CATE

The CATE center data is not kept at CATE, but it is shared with RSAE and all schools. The data received from the SCDE said that there were no (0) experiences offered in the 2021-2022 school year. Dr. Hart along with the two Career Development Facilitators (CDFs) worked to ensure that the data was entered properly into PowerSchool so that data is reflected properly. Of the ten (10) state approved work-based experiences, four (4) (internships, apprenticeships, co-ops, and youth apprenticeships) count towards career readiness. A few of the accomplishments shared about this year included:

-eight internships have been completed

-clinicals have been completed in Health Science.

-Three fully certified CNAs (others have passed parts and are set up for retesting)

-On national job shadowing day, every student was able to job shadow on site or virtually. There was 100% participation.

-The mile high walking club (partnership with school nurse, health science students, and ROTC) have walked 74 miles totaling 47 service-learning experiences.

-130 structured field study experiences have been recorded as of February.

-The middle school now has middle school Mentoring Mondays which also yields service-learning experiences for students.

Dr. Hart shared that the challenges with scheduling were essentially derived from the move from a comprehensive high school to having double block courses as a CATE center. The teachers and students have embraced the change and the number of completers needed is being met.

The Advisory Board is sponsoring a Drone Summer Camp for the students. Dr. Grant Robinson will be leading the camp and is working with Ms. Gray, STEM Director.

The Health Science students are hosting a blood drive. The horticulture students have a garden they are maintaining for an area nursing home while the ROTC students are making monthly visits.

The JCSD CATE Center was the first in the state to have a Youth CDL Driver program. Now several other schools are looking to begin similar programs.

The School Based Enterprise is kicking off because of students from the Design 2 Program who worked to develop logos featured in a design challenge for Mr. Shelton, Technology Director's eGames Club. Dr. Hart shared that if logos are needed for businesses, the Design students are able to take those orders.

The students were able to represent the district at the state capital on CTE Day.

The two projects left for the year are Recruitment Day – March 30, 2023. On that day, 9th and 10th grade students will come over and view all that students get to do at JCSD CATE. May 18, 2023 will be the Completer's Ceremony. Dr. Hart ended her presentation with a video presentation of some of the activities students participate in on a daily basis. Students will soon be able to get their commercial flyer license.

In response to board member questions, Dr. Hart shared:
-Students from Hardeeville come to the JCSD CATE Center.
-Hardeeville School has applied for another ROTC unit back in December. It was put on hold at that time by the Marines. So, we submitted another for the Army.

DISTRICT DATA & STATE ACCOUNTABILITY

Chair Green yielded the floor to Dr. Marlyn Westbrook, Director of Assessment Accountability and Professional Development. Dr. Westbrook shared an overview of the state assessments from PreK to High School. She began by sharing the process for development of the district assessment calendar and website. The results for the GOLD Pre-K results were shared indicating the levels of those students who enter Pre-K at both HES and RES. The scores range from below to meets to exceeds. The results suggest that students who enter Pre-K at HES and RES are generally in need of intense remediation. The assessment for kindergarten readiness was shared and indicated results very similar to those of Pre-K. Dr. Westbrook shared the iReady Reading and Math Data for Kindergarten – 5th grade for HES and RES. She shared that levels of support that students received based on their indicated tier is directly related to whether they are at Does Not Meet, Approaches, or Meets/Exceeds in their test scores. Based on the current strategies used, the interventions in place, and the test scores pulled in February 2023, Dr. Westbrook shared projected proficiency report cards. In response to those results, Dr. Westbrook shared that she was charged by Dr. Anderson to explain and ensure schools understood the rates of growth needed to move from to Good and Excellent ratings. Dr. Westbrook shared the good growth score, rating, excellent growth score, and rating with the board for each of the following areas: Academic Achievement, Student Progress, Preparing for Success, Multi-Lingual Progress, and Climate.

Dr. Westbrook shared the math and reading data for HJSHS and RSAE middle school students. As done with the elementary schools, she shared the corresponding levels of support for the middle school students and the projected proficient report cards. She shared the three-year trend data from 2017-2018, 2018-2019, and 2021-2022 (remembering the COVID year) in each of the following areas: Academic Achievement, Preparing for Success, English Language Learners, Student Progress-Growth, and School Climate. The data for the high school students at both HJSHS and RSAE was also shared with reviews of the 1st semester EOC passing rates in Algebra 1, Biology 1, English 2, and US History & Constitution in comparison to last year's pass rates. The second semester data will be shared once the EOC is taken; however, the average data for the High Schools as of the first semester was shared. Dr. Westbrook also shared the results of other assessments that affect graduation projections on the high school report card. Those assessments include: the number of students, ACT, SAT, ASVAB, WIN scores, and Dual Enrollment. It was noted that the district is playing catch up with the WIN assessment because the state department did not have a contract with a company for the first semester. Now that there is a contracted company, students are being signed up for the assessment. Overall, the data indicates growth. However, Dr. Westbrook reminded the board that certain assessments travel with graduating student cohorts, so certain numbers cannot be changed because they belong to that graduating class. Also, some of the good scores that are being achieved now will not be calculated into the report card until that class of students graduates. In response to those results, Dr. Westbrook shared that she was charged by Dr. Anderson to explain and ensure schools understood the rates of growth needed to move from to Good and Excellent ratings. Dr. Westbrook shared the good growth score, rating, excellent growth score, and rating with the board for each of the following areas: Academic Achievement, Student Progress, Preparing for Success, Multi-Lingual Progress, and Climate.

The state department has developed a new accountability measure. The terminology used correlates to the stretch growth scores. Both elementary schools are considered underperforming due to their test scores, the community encouragement and support of the schools is needed and requested to continue pushing those schools forward by ensuring student weekly and Saturday school attendance. Teachers are under tremendous pressure to get students on grade level so that they can then ensure students can score well on the test. The turnaround model of instruction is difficult and needs consistent student attendance at its foundation to ensure optimal success. Community support in ensuring parents and leaders support school through student attendance was requested.

Dr. Westbrook went on to discuss professional development. Teachers engaging in the turn around model need professional development support; however, too much professional development takes away their time and can be taxing. Dr. Westbrook works with school leaders to ensure teachers receive adequate support. She shared an overview of the district's Center for Instructional Quality (CIQ). CIQ has a monthly calendar of events with active links for registration to professional development opportunities in the district and state. Out of district professional development is also available through state sponsored opportunities or other state professional development organizations. Other programs overseen included Paper Tutor and MyAccess programs which are for students that support 24-7 tutoring and writing improvement opportunities. Dr. Westbrook shared the internal professional development opportunities and the number of participants seen so far this academic year. The School and Community Data Events calendar

was shared. To end her presentation, Dr. Westbrook shared the results and student highlights from the Paper Tutor contests.

In response to Board Member questions, Dr. Westbrook shared:
-Artisan teachers is a way for teachers to go in, make quick observations and give other teachers instant feedback.
-Twelve (12) Assistant Principals are in the Leadership Academy.
-A part of the accountability measure includes tracking of students, so the district does track student achievement from one grade to the next across the summer.

ACTION ITEM

Daisy Mitchell moved, and Tom Balliet seconded the motion to extend the meeting pass 9:00 PM. The motion passed unanimously.

SUPERINTENDENT'S UPDATE
SPECIAL EDUCATION UPDATE

Chair Green yielded the floor to Paige Elmore, Special Education Director. Mrs. Elmore shared the child count numbers. There have been 252-257 students in special services for the past three years. COVID has caused an increase in the number of SPED evaluations. Students are being tested and the question normally boils down to is there a disability or are these behaviors due to lack of exposure. More students are being evaluated but they are not necessarily being placed. Some of the services offered by SPED beyond academic support include speech language therapy, physical therapy, sign language interpretation, and transportation. Project Unify and Special Olympics suffered a decrease during COVID due to limitations. Clubs are currently being built for unified support and a field day event will be held soon. Life skills and functional skills classes assist in the learning of skills that help student become independent in life to include clothes washing and drying, cooking, working, and trip taking. Ms. Elmore featured a student who is deaf and highlighted her work with students in the district and removing barriers for others.

Ms. Elmore shared that the law does not change but the interpretation of the law can change so the team continues to receive professional development. Now meetings can be held virtually, which assists with parent attendance and increases accessibility. The continued work of the department includes compliance, parent/guardian relationships, community relationships, and inclusion. The Special Education Department is removing barriers within the district for SPED students but also assists students with paving their own roads in the community.

Unencumbered Time Policy (2ND Reading)

Board members received and reviewed the updated Unencumbered Time Policy.

ACTION ITEM

Joyce Gerald moved, and Tom Balliet seconded the motion to approve the Unencumbered Time Policy for second reading. The motion passed unanimously.

24-25 MODIFIED SCHOOL CALENDAR

Mr. Corey Burgess shared the timeline and process for the creation of the modified school calendar. The process began January 26, 2023 and ended with a 10 day open survey vote due by March 3, 2023. The results from those surveys were shared with the Board. Calendar A was chosen by parents and other stakeholders. The major difference between the two options was a longer Thanksgiving Break in calendar A.

In response to Board Member questions:

-Dr. Anderson shared that in order for the district to map out work with consultants and teachers and retirements, the year needs to be mapped out so that planning can be in advance. The planning for the third-year planning for student achievement is really the reason for getting the calendar approved.

-The green color on the calendar online is beautiful and easily seen.

-Twenty six people counted the calendar days to ensure the number of days were correct. At least ten professional development days must be provided for teachers. More than ten can be offered, but at least ten need to be offered with five before the school year begins.

-The last calendar vote process critique requested additional voting time, that critique was adhered to in this process. Twenty-six people (teachers, counselors, parents, and principals) were on the calendar committee. Written and automated notification went out to the entire database regarding the calendar with the time extension. The greater response to the survey indicates that the process this time did reach more stakeholders.

-The intercession days are listed on the calendar. Intercession are not days in school, they are support days or academic intervention days. Intercession times are full as listed on the calendar, but the calendar (the one operating currently) has red boxes to indicate the teaching days. Summer school is academic intercession.

ACTION ITEM

Tom Balliet moved, and Carolyn Bolden seconded the motion to approve the 24-25 modified calendar. The motion failed 4:4 *(Daisy Mitchell, Priscilla Green, Berty Riley, and Priscilla Fraser voted nay)*.

MONTHLY FINANCE REPORT

Board members received and reviewed the monthly report. Mr. Zimmerman shared two board reports. The second report reflects 7/1/2022-2/28/2023 which is all inclusive.

In response to board member questions:

-A board report by department or school will be lengthy when broken down by location.

-Departments try not to get to a place where they expend beyond their budget; however, when a department approaches their balance, the department lead is notified. Conversations can be held with, for example, schools who are attempting to create a purchase order, but when there is no more money in an account, the order cannot be made, and a conversation must be had.

-Board members do not traditionally have their own allotment of money. The Board as a group has funds. Once the budget is approved the district operates from that and get changes approved by board vote. The board's funds will be used at the board's pleasure, whether funds are allocated per member or not. Travel costs such as hotel rates and plane tickets always change, so it will be difficult to determine the budget for each Board Conference prior to Budget Approval Workshops.

BOARD MEMBER MONTHLY ATTENDANCE

Chair Green reminded Board members to view their attendance.

ACTION ITEMS

No additional action items.

FUTURE AGENDA ITEMS

Nothing added to future agenda items.

RETURN TO EXECUTIVE SESSION

RETURN TO PUBLIC SESSION

Joyce Gerald moved, and Daisy Mitchell seconded the motion to return to Executive Session to discuss Certified Personnel Report at 9:57 PM. The motion passed unanimously.

ADJOURNMENT

The board returned to public session.

The motion was made to accept the Certified Personnel Report and it was seconded. The motion passed unanimously.

Tom Balliet moved, and Joyce Gerald seconded the motion to adjourn the meeting at 10:09 PM. The motion passed unanimously.

Respectfully submitted by:

_____
Priscilla Green, Board Chair

_____
Tom Balliet, Board Secretary

JASPER COUNTY BOARD OF EDUCATION

MONTHLY SCHOOL BOARD MEETING

Monday, March 13, 2023
5:30 P.M.

Hardeeville Junior Senior High School (Auditorium)
150 Hurricane Alley
Hardeeville, S.C. 29927

MANTRA: Student-Centered…Future-Focused

VISION: Jasper Scholars: Today's Learners, Tomorrow's Leaders
Jasper Scholars: Los aprendices de hoy, los líderes del mañana

MISSION: JCSD cultivates an environment of excellence through innovation, inspiration, and opportunities in partnership with the community.

JCSD cultiva un ambiente de excelencia a través de la innovación, la inspiración y las oportunidades en asociación con la comunidad.

AGENDA

I.	**CALL TO ORDER**	**5:30 P.M.**
	a. ROLL CALL & ESTABLISHMENT OF A QUORUM	
	b. NOTIFICATION OF THE NEWS MEDIA	AS REQUIRED BY S.C. CODE OF LAWS OF 1976, AS AMENDED, SECTION 30-4-80(E). LOCAL NEWS MEDIA WERE NOTIFIED OF THE DATE, TIME, PLACE AND PURPOSE OF THIS MEETING
II.	***EXECUTIVE SESSION**	
	Contractual Matter (Exit 3 TIF IGA)	Attorney C.D. Rhodes, III, Member Pope Flynn, LLC
	Contractual Matter (Roof Replacement & Exterior Wall Repair)	Bob Damron, Director Compass Municipal Advisors, LLC
		Matt Davis, Member Pope Flynn, LLC
	Certified Personnel Report	Mr. Wesley Terrill Dr. Rechel Anderson Attorney Allison Hanna
III.	**OPENING GENERAL SESSION**	**6:30 P.M.**
	a. OATH OF OFFICE (2023 Board Member)	
	b. *ACTION ITEMS /RECOMMENDATION(S) FROM EXECUTIVE SESSION	
	*Certified Personnel Report	

NONDISCRIMINATION STATEMENT: *Jasper County School District, in compliance with Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the employment provisions (Title I) of the Americans with Disabilities Act of 1990, Age Discrimination and Employment Act, and all other applicable civil rights laws, does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or veteran status in employment/provision of educational opportunities.*

JASPER COUNTY BOARD OF EDUCATION

MONTHLY SCHOOL BOARD MEETING

Monday, March 13, 2023

5:30 P.M.

c. *APPROVAL OF AGENDA
d. PLEDGE OF ALLEGIANCE
e. MOMENT OF SILENCE
f. PUBLIC COMMENTS

IV. *CONSENT AGENDA

a. APPROVAL OF THE MINUTES — *Monthly Mtg. – February 27, 2023*

b. Ridgeland Secondary Academy of Excellence Field Trip
JROTC – Charleston (May 15-19, 2023)

V. REPORTS AND INFORMATION

a. Roof Replacement & Exterior Wall Repair		Mr. Todd Weiss Mr. Bill Cram
b. CMTA Energy Savings Report	EXH. 1	Mr. Ben Castillo
c. Exit 3/TIF Update		Developer
d. SCHOOL & DISTRICT LEVEL DATA PRESENTATIONS • JCSD CATE • DISTRICT DATA & STATE ACCOUNTABILITY	EXH. 2	Dr. Stephanie Hart Dr. Marlyn Westbrook
e. SUPERINTENDENT'S UPDATE		
• Special Education Update	EXH. 3	Mrs. Paige Elmore
• *Unencumbered Time Policy (2nd Reading)	EXH. 4	Dr. Rechel Anderson
• *24-25 Modified School Calendar	EXH. 5	Mr. Corey Burgess
f. MONTHLY FINANCE REPORT	EXH. 6	Mr. Russell Zimmerman
g. BOARD MEMBER MONTHLY ATTENDANCE *(Information)*	EXH. 7	Ms. Priscilla Green

***ACTION ITEMS**

*Roof Replacement & Exterior Wall Repair
*Contractual Matter (Exit 3 TIF IGA)

FUTURE AGENDA ITEMS

-BUDGET PLANNING WORKSHOP

NONDISCRIMINATION STATEMENT: *Jasper County School District, in compliance with Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the employment provisions (Title I) of the Americans with Disabilities Act of 1990, Age Discrimination and Employment Act, and all other applicable civil rights laws, does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or veteran status in employment/provision of educational opportunities.*

JASPER COUNTY BOARD OF EDUCATION

MONTHLY SCHOOL BOARD MEETING

Monday, March 13, 2023

5:30 P.M.

-FY 23-24 BUDGET (1st Reading)
-23-24 BOARD MEETING DATES
- Discussion of the BJACE Facility and Budget

ANNOUNCEMENTS:

- **March 20, 2023** – Redistricting Public Hearing at 6:30 p.m. at Hardeeville Junior Senior High School Auditorium
- **March 27, 2023** - Redistricting Public Hearing at 6:30 p.m. at Ridgeland Secondary Academy of Excellence School Auditorium
- **April 6-14, 2023** – *SPRING BREAK (DISTRICT OFFICES & SCHOOLS CLOSED)*
- **April 18, 2023** – Monthly Board Meeting @ 5:30 p.m. (Executive Session); 6:30 p.m. (Open Session) Hardeeville City Chambers
- **April 24, 2023** – Board Work Session @ 5:00 p.m. Hardeeville City Chambers
- **May 8, 2023** – Monthly School Board Meeting @ 5:30 p.m. (Executive Session); 6:30 p.m. (Open Session) Hardeeville Junior/Senior High School
- **May 22, 2023** – *Ridgeland Elementary School Kindergarten & 5th Grade Ceremonies* (Time: TBA)
- **May 23, 2023** – *Hardeeville Elementary School Kindergarten & 5th Grade Ceremonies* (Time: TBA)
- **May 24, 2023** – *Hardeeville Junior Senior High School 8th Grade Ceremony* (Time: TBA)
- **May 25, 2023** – *Ridgeland Secondary Academy of Excellence 8th Grade Ceremony* (Time: TBA)
- **May 31, 2023** – *Hardeeville Junior Senior High School Graduation @ 7:30 p.m.*
- **June 1, 2023** – *Ridgeland Secondary Academy of Excellence Graduation @ 7:30 p.m.*
- **June 12, 2023** – Monthly School Board Meeting @5:30 p.m. (Executive Session); 6:30 p.m. (Open Session) Hardeeville Junior Senior High School

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JASPER COUNTY BOARD OF EDUCATION

MONTHLY SCHOOL BOARD MEETING

Monday, March 13, 2023

5:30 P.M.

- June 15, 2023 – Board Work Session @ 5:00 p.m. Jasper County School District Office Board Room

VI. ***EXECUTIVE SESSION** *(IF NEEDED)*

VII. **ADJOURNMENT**

***BOARD ACTION ANTICIPATED**

NONDISCRIMINATION STATEMENT: *Jasper County School District, in compliance with Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the employment provisions (Title I) of the Americans with Disabilities Act of 1990, Age Discrimination and Employment Act, and all other applicable civil rights laws, does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or veteran status in employment/provision of educational opportunities.*

JASPER COUNTY BOARD OF EDUCATION

MONTHLY SCHOOL BOARD MEETING

Monday, March 13, 2023

5:30 P.M.

PROPOSED 2023 BUDGET PLANNING WORKSHOP/PLANNING

(Tentative Format)

DATE: TBA – Budget Workshop (5:30 P.M. – 6:30 P.M.) at Hardeeville Junior Senior High School

DATE: TBA – Individual Board Members Budget Meeting (if needed)

8:15 a.m. – 9:15 a.m.
9:30 a.m. – 10:30 a.m.
10:45 a.m. – 11:45 a.m.
12:00 p.m. – 1:00 p.m.
1:45 p.m. – 2:45 p.m.
3:00 p.m. – 4:00 p.m.
4:15 p.m. – 5:15 p.m.
5:30 p.m. – 6:30 p.m.

DATE: TBA – Frequently Asked Questions (FAQ) Document will be sent to Full Board (this document will also accompany the Budget in Final Format)

DATE: TBA – 1st Budget Reading at Regular Monthly Board Meeting

PROPOSED BOARD RETREAT PROFESSIONAL TOPICS

Note: The proposed topics were originally proposed to the board, via email, Saturday, November 12, 2022 @ 5:27 p.m.

Professional Topics	Presenter(s)
Board Policy Review/Updates	Debbie Elmore and/or Attorney Allison Hanna
Setting Board Goals *(Currently there are not any board goals)*	TBA
Understanding Finance/Budgets: A Deep Dive into JCSD Finance	Larry Finney & Emily Sobczak (Current Auditors)
Board/Superintendent Relationship: Effectively Working Together	TBA

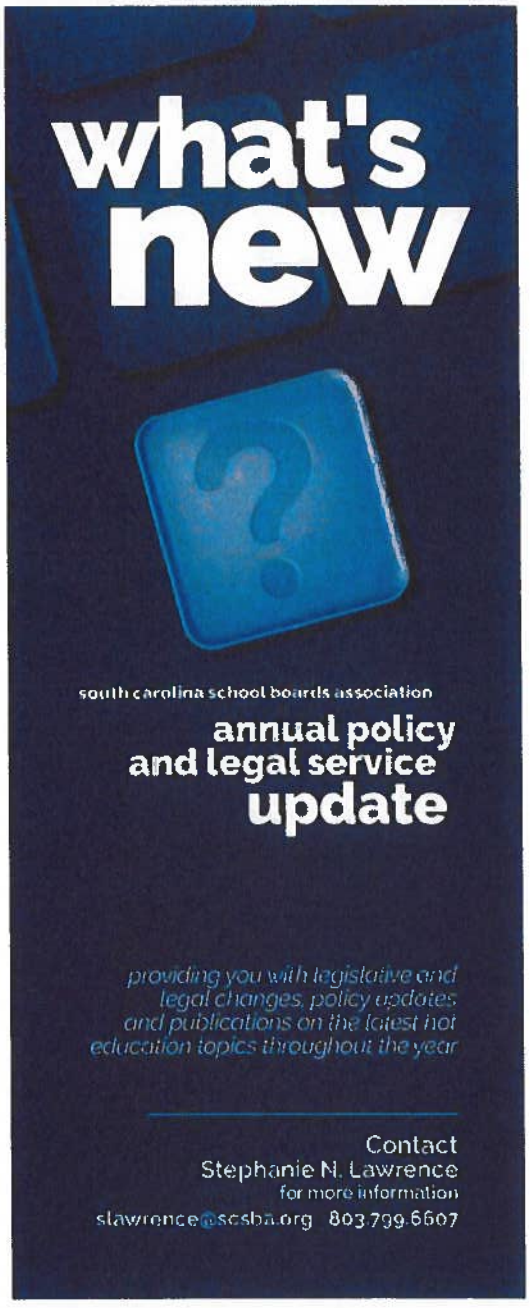
Proposed Date(s): _____
Proposed Time(s): _____
Proposed Location: _____

NONDISCRIMINATION STATEMENT: *Jasper County School District, in compliance with Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the employment provisions (Title I) of the Americans with Disabilities Act of 1990, Age Discrimination and Employment Act, and all other applicable civil rights laws, does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or veteran status in employment/provision of educational opportunities.*

Oath of Office

I do solemnly swear (or affirm) that I am duly qualified, according to the Constitution of this State, to exercise the duties of the office to which I have been elected (or appointed) and that I will, to the best of my ability, discharge the duties thereof and preserve, protect and defend the Constitution of this State and of the United States, so help me God.

– (S.C. Constitution. Art. III. Sect. 26)



Age Discrimination and Employment Act, and all other applicable civil rights laws, does not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or veteran status in employment/provision of educational opportunities.

AGENDA

ITEM# 10A

Jasper County
Planning and Building Services

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

Lisa Wagner
Director of Planning & Building Services
lwagner@jaspercountysc.gov

Jasper County Council
Staff Report

Meeting Date:	November 16, 2026
Project:	Zoning Text Amendment
Applicable Articles:	Article 9:6 Accessory Structures
Statutory Notices:	Presented to Planning Commission on September 15, 2026 and October 13, 2026
Submitted For:	1st Reading

Overview

This proposed ordinance would amend Article 9:6, *Accessory Structures* of the Jasper County Zoning Ordinance, to increase the maximum height of accessory structures from 20' to 35' measured from the average finished grade at the building line to the average mean roof height. Currently residential structures, commercial structures, agricultural structures, and accessory dwelling units have a maximum height requirement of 35' and all other accessory structures are limited to 20' in height.

Outline of Text Amendment

Modifications are being proposed in Article 9:6, *Accessory Structures,* of the Jasper County Zoning Ordinance, Section 1, *General Standards* and are shown below. Text to be deleted is stricken through and new or revised text is shown in red lettering.

9:6.1 General Standards

~~1. Except for accessory structures used in connection with agricultural uses or accessory dwelling units allowed by Section 11:6 or 11:7, accessory structures shall not exceed twenty (20) feet in height.~~

~~2.~~ 1. The maximum height of Accessory ~~Dwelling Units and Commercial accessory~~ structures is 35' in height ~~restrictions required in Article 7:5~~. Height measurement shall be made from the average finished grade elevation at the building line to the mean roof height.

~~3.~~ 2. Accessory structures shall be at least ten (10) feet from the principal structure and at least ten (10) feet from another accessory structure. Placement may be subject to Fire Marshal approval.

~~4.~~ 3. No accessory structure shall occupy any part of a bufferyard.
~~5.~~ 4. No accessory structure shall occupy any part of a required setback.
~~6.~~ 5. Structures one hundred twenty (120) square feet or larger require a building and zoning permit. Structures under this size shall still adhere to the provisions of this section.

Findings & Analysis

The proposed text amendment would be compatible with the height requirements set forth in Article 9:6 regarding agriculture structures and accessory dwelling units.

Planning Commission Recommendation

The Planning Commission reviewed this application at their September 15th, 2026 Meeting and again at their October 13, 2026 Meeting and recommends approval of the Zoning Text Amendment.

Additional Zoning Ordinance Provisions / Application Requirements

Article 2:1.2 – The County Council shall have final (local) decision-making authority on Zoning Text Amendments pursuant to (S.C. Code §6-29-760):
Article 3:2 – defines and establishes the procedures for Zoning text amendments in Jasper County.

Attachments

1. Ordinance

JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-

AN ORDINANCE TO AMEND ARTICLE 9.6 ACCESSORY STRUCTURES OF THE JASPER COUNTY ZONING ORDINANCE TO INCREASE THE MAXIMUM HEIGHT OF ACCESSORY STRUCTURES; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the Jasper County Zoning Ordinance (the "**Zoning Ordinance**") regulates the location and use of buildings, structures and land, the size of yards, the density and distribution of population, and establishes standards for the development of real property in the County; and

WHEREAS, the County Planning Commission ("**Planning Commission**") has reviewed a proposed Zoning Text Amendment to Article 9.6.1 of the Zoning Ordinance ("**Zoning Text Amendment**") that would amend the height regulations for accessory structures and finds that such proposed Zoning Text Amendment is consistent with the County's Zoning objectives and its Comprehensive Plan; and

WHEREAS, the Planning Commission recommends approval by County Council of the proposed Zoning Text Amendment authorizing the maximum height of thirty-five (35) feet for accessory structures; and

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

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

1. **Amend Jasper County Zoning Ordinance, Article 9.6.1.1 as follows:**

9:6.1 General Standards

~~1. Except for accessory structures used in connection with agricultural uses or accessory dwelling units allowed by Section 11:6 or 11:7, accessory structures shall not exceed twenty (20) feet in height.~~

~~2.~~ 1. The maximum height of Accessory ~~dwelling units and commercial accessory~~ structures is 35 feet in height. ~~restrictions required in Article 7:5.~~ Height measurement shall be made from the average finished grade elevation at the building line to the mean roof height.

~~3.~~ 2. Accessory structures shall be at least ten (10) feet from the principal structure and at least ten (10) feet from another accessory structure. Placement may be subject to Fire Marshal approval.

~~4.~~ 3. No accessory structure shall occupy any part of a bufferyard.

~~5.~~ 4. No accessory structure shall occupy any part of a required setback.

~~6.~~ 5. Structures one hundred twenty (120) square feet or larger require a building and zoning permit. Structures under this size shall still adhere to the provisions of this section.

2. **Severability**. If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or application is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

3. **This Ordinance shall take effect upon approval by Jasper County Council.**

Signatures on following page

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

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

Interim County Attorney
Burr & Forman LLP
Walter J. Nester, III
Partner

Date

ORDINANCE: # O-2026-

First Reading: November 2, 2026
Second Reading: November 16, 2026
Public Hearing: November 16, 2026
Third Reading: _____

Considered by the Jasper County Planning Commission at its meeting on September 15, 2026 and recommended for approval. Modifications made at 1st Reading by County Council were reviewed by the Jasper County Planning Commission at its meeting on October 13, 2026 and recommended for approval.

AGENDA

ITEM# 10B

Jasper County
Planning and Building Services

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

Hunter Smiley
Planner
hsmiley@jaspercountysc.gov

Jasper County Council
Staff Report

Meeting Date:	November 16, 2026
Project:	Zoning Text Amendment
Applicable Articles:	Article 9:3
Statutory Notices:	Presented to Planning Commission on October 13th, 2026
Submitted For:	1st Reading

Overview

Article 9:3 of the Jasper County Zoning Ordinance regulates non-conforming uses and structures. In accordance with the ordinance, when a non-conforming use of land ceases to operate, the same use may be re-established within a 12-month period and likewise for structures that are damaged or destroyed. The Jasper County Zoning Ordinance is unique in the sense it provides a process for legal non-conforming uses to be modified to a different type of non-conforming use, or to expand the use, or have the 12 months cessation period extended another 12 months, in order to avoid undue hardship. However, these additional provisions are only extended to legal non-conforming uses.

Nonconformities are considered in general to be incompatible with the current or intended use of land, buildings, or structures in the district in which they are located. Legal nonconformities are uses, structures, lots, or developed site improvements that do not conform to one or more provisions or requirements of the Zoning Ordinance but were lawfully established prior to the effective date of the Zoning Ordinance.

In determining whether nonconforming uses may be continued as a legal non-conforming use, the Planning staff has always verified that the business in question is operating under a current county business license. In most cases, this is the only way staff has to confirm that the business is a legal non-conforming use. In recent discussions with the interim County Attorney, he pointed out that while it may be appropriate to check for a valid business license to determine whether or not the use has continued as a legal non-conforming use, it is not a requirement of the Jasper County Zoning Ordinance (JCZO) and other methods could be used to make the determination.

Chapter 8 of the Jasper County Code of Ordinances, *Business – Licenses,* requires all businesses to purchase an annual business license. Any business operating or located in unincorporated Jasper County without a business license is unlawful. The most efficient and

effective method in determining that a non-conforming use was lawfully established and still exists on a property is to provide a copy of a current business license.

Outline of Text Amendment

Based on the interim County Attorney's review, the following text amendment is being proposed to Article 9:3.3 of the Jasper County Zoning Ordinance, which are found here in red lettering.

9:3.3 Continuation of Nonconformity

On or after the effective date of the Zoning Ordinance, a nonconforming use, building, structure, lot, or site improvement that was lawfully operated, established, or commenced in accordance with the provisions of all ordinances and regulations, including but not limited to, maintaining a county business license in effect at that time, can continue as a legal nonconformity. This right remains if ownership of property, business or structure is transferred so long as the new owner maintains a current county business license.

Findings & Analysis

The proposed text amendment would ensure that a business that was lawfully established and legally operates as a non-conforming use, is deemed to be a legal non-conforming use and is afforded an opportunity to expand or modify the non-conforming use to allow another type of non-conforming use.

Planning Commission Recommendation

The Planning Commission heard this proposed Zoning Text Amendment at their October 13th, 2026, meeting and recommends approval of the proposed Zoning Text Amendment.

Additional Zoning Ordinance Provisions / Application Requirements

Article 2:1.2 – The County Council shall have final (local) decision-making authority on Zoning Text Amendments pursuant to (S.C. Code §6-29-760):
Article 3:2 – defines and establishes the procedures for Zoning text amendments in Jasper County.

Attachments

1. Ordinance

JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-_____

AN ORDINANCE TO AMEND ARTICLE 9.3 CONTINUATION OF NONCONFORMITY OF THE JASPER COUNTY ZONING ORDINANCE TO MANDATE THAT A LEGAL NON-CONFORMING BUSINESS MAINTAIN A COUNTY BUSINESS LICENSE TO CONTINUE AS A LEGAL NON-CONFORMITY; AND OTHER MATTERS RELATED THERETO

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

WHEREAS, the County Zoning Ordinance among other matters regulates the location and use of buildings, structures and land, the size of yards, the density and distribution of population, and establishes standards for the development of real property in the County; and

WHEREAS, the County Planning Commission ("**Planning Commission**") recognizes that Chapter 8 of the Jasper County Code of Ordinances (the "**Code**") requires all businesses to apply and purchase an annual business license; and

WHEREAS, the Planning Commission has reviewed a proposed Zoning Text Amendment to Article 9:3.3 of the Jasper County Zoning Ordinance ("**Zoning Text Amendment**") that would require a County issued business license ("**County Business License**") in order to continue a legal non-conformity and finds that such proposed Zoning Text Amendment is consistent with the County's Zoning objectives and its Comprehensive Plan; and

WHEREAS, the Planning Commission recommends approval by County Council of the proposed Zoning Text Amendment to mandate an active County Business License for the continuation of legal non-conformities; and

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

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

1. **Amend Jasper County Zoning Ordinance, Article 9:3.3 to read as follows:**

9:3.3 Continuation of Nonconformity

On or after the effective date of the Zoning Ordinance, a nonconforming use, building, structure, lot, or site improvement that was lawfully operated, established, or commenced in accordance with the provisions of all ordinances and regulations in effect at that time, including but not limited to, maintaining a County Business License, may continue as a legal nonconformity. This right remains

if ownership of property, business or structure is transferred so long as the new owner maintains a current County Business License.

2. **Severability**. If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or application is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

3. **This Ordinance shall take effect upon approval by Jasper County Council.**

_____
W. L. Rowell, III, Chairman
Jasper County Council

ATTEST:

_____
Wanda Giles, Clerk to Council

Approved as to form:

_____ _____
Interim County Attorney Date
Burr & Forman LLP
Walter J. Nester, III
Partner

ORDINANCE: # O-2026-

First Reading: November 2, 2026
Second Reading: November 16, 2026
Public Hearing: November 16, 2026
Third Reading: _____

Considered by the Jasper County Planning Commission at its meeting on October 13, 2026 and recommended for approval.

AGENDA

ITEM# 10C

Jasper County
Planning and Building Services

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

Ryan Campbell
Building Official
O: 843-717-3650
C: 843-441-5901
rcampbell@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	November 16th , 2026
Project:	Building Codes Amendment (New Code Cycle)
Applicable Articles:	Sec 6-51 (b), 6-68, 6-74, 6-82
Submitted For:	1st Reading

Overview

Section 6-51(b) of the Jasper County Code of Ordinances establishes the technical building codes and corresponding code editions adopted and enforced by Jasper County. The proposed amendment updates the County's adopted building codes from the 2021 code cycle to the 2024 code cycle, consistent with the South Carolina Building Codes Council's established statewide implementation date of January 1, 2027.

Additional amendments are proposed to Sections 6-68, 6-74, and 6-82 of the Jasper County Code of Ordinances.

The proposed amendment to Section 6-68 changes the annual effective date for updating the International Code Council (ICC) Building Valuation Data used in calculating building permit fees from July 1 to January 1. This change aligns the annual valuation update with the implementation date of the new building code cycle.

The proposed amendment to Section 6-74 revises the language governing reinspection fees to allow escalating fees for subsequent failed reinspections involving any violation, rather than limiting increases to repeated occurrences of the same violation. Additionally, the phrase "up to" will be added before the specified fee amounts to provide inspectors with greater flexibility in assessing reinspection fees based on circumstances.

Finally, the proposed amendment to Section 6-82 updates the agency reference associated with demolition permits from the former South Carolina Department of Health and Environmental Control (DHEC) to the South Carolina Department of Environmental Services (DES), reflecting the State's agency restructuring.

Outline of Text Amendment

Staff proposes amendments to Sections 6-51, 6-68, 6-74, and 6-82 of the Jasper County Code of Ordinances, as summarized below.

Section 6-51 – Technical Codes Adopted by Reference

Update the adopted building codes from the 2021 code cycle to the 2024 code cycle, consistent with the statewide implementation date of January 1, 2027.

Section 6-68 – Building Permit Valuation Table

Change the effective date for the annual automatic update of the ICC Building Valuation Data used to calculate building permit fees from July 1 to January 1. This amendment establishes a consistent annual implementation date aligned with the new building code cycle.

Section 6-74 – Reinspection Fees

Revise the reinspection fee provisions to authorize escalating fees for subsequent failed reinspections involving any violation, rather than restricting increased fees to repeated failures involving the same violation.

Additionally, insert the phrase "up to" before the established fee amounts to provide inspectors with reasonable discretion when assessing reinspection fees, taking into consideration the circumstances of each inspection.

Section 6-82 – Demolition Permits

Update the agency designation from the South Carolina Department of Health and Environmental Control (DHEC) to the South Carolina Department of Environmental Services (DES) to reflect the current state agency responsible for applicable environmental requirements.

To be based upon the interim County Attorney's future review and any revisions he may have, the staff offers the proposed modifications for Sec 6 of the Jasper County Code of Ordinance, which are found here in red lettering.

Attachments

1. **Exhibit A:** Technical Codes Adopted by Reference
2. **Exhibit B:** Building Valuation Table

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

ORDINANCE O- -

AN ORDINANCE
OF JASPER COUNTY COUNCIL

To amend Chapter 6 of the County Code of Ordinances (Buildings and Building Regulations) to Update Code References, Fees and Matters Related Thereto.

WHEREAS, The South Carolina Building Codes Council adopted the latest editions of the mandatory codes and select appendices with modifications, as referenced in S.C. Code Ann. §6-9-50 (1976, as amended), to be enforced by all municipalities and counties in South Carolina; and

WHEREAS, The South Carolina Building Codes Council established the implementation date for local jurisdictions as January 1, 2027; and

WHEREAS, Jasper County Council recognizes the need to adopt technical building codes, building permit fees, demolition rates, and house/building moving rates for regulation of construction within the unincorporated boundaries of the County that are consistent with regulations as passed and amended by the State of South Carolina; and

WHEREAS, Jasper County Council recognizes the public health, safety and welfare will be served by updating certain codes heretofore adopted by Council; and

WHEREAS, County Council, upon review and recommendation of its administrative staff has determined that these and related matters should be updated to include more recent references, clarified procedures and updated fee schedules;

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

The Jasper County Code of Ordinances, Chapter 6, Article II, TECHNICAL CODES, Division 2, *Codes Adopted*, is amended by:

a) Deleting the current Section 6-51 (b) and inserting a new Section 6-51(b). As set forth in the attached Exhibit "A"; Effective January 1st, 2027

b) Amending the current Section 6-68. – Payment of fees; valuation tables: To change the date as shown below that the valuation tables will be automatically updated annually

From July 1st to January 1st to fall in-line with the updated change to the new code cycle. As set forth in the attached Exhibit "B";

The permit applicant, prior to the issuance of said permits, shall pay all fees and/or any inspection services, which are prescribed under the applicable codes. Such fees shall be based on the most recent square foot construction costs building valuation tables as recommended by the International Code Council (I.C.C.). These valuation tables will be automatically updated annually on Jan 1st. The chief building official shall set the final building permit valuation.

c) Amending Section 6-74. – Reinspection fees.
To change the wording in the following paragraph as shown below: for the same violation to any violation and add the wording up to before the dollar amount.

First re-inspection fee is $50.00
Second re-inspection fee for any violation is up to $100.00;
Third re-inspection fee for any violation is up to $150.00;
For each subsequent re-inspection thereafter for any violation, the fee shall continue to increase in up to $25.00 increments.

d) Section 6-82. - Demolition Permits.
Amending the wording in the following paragraph from DHEC to DES.

All permit holders are responsible for obtaining proper approval(s) from DES/state agencies regarding the demolition and disposal of demolished building or structure.

Section 3. Severability.

If any section, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence or phrase shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

Section 3. This Ordinance shall take effect upon approval by Council.

SIGNATURES AND ATTESTATION BEGIN ON FOLLOWING PAGE

L. Joey Rowell
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: O-_____-_____

First Reading: _____
Second Reading: _____
Public Hearing: _____
Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

_____ _____
Jasper County Attorney **Date**

Exhibit A

The regulations of the following standards codes recommended and published in book form and hereby adopted as the regulations governing the construction of buildings and other structures in the county with effective dates established by the South Carolina Building Code Council; and it shall be unlawful to erect or construct any building or structure in the county in violation of, or without complying with, these regulations:

Sec. 6-51. - Technical codes adopted by reference.

The following codes promulgated by the International Code Council, as adopted and amended by the state's department of labor, licensing, and regulation, which must be mandatorily adopted by the county, shall constitute and become an ordinance of the county, and are hereby adopted as fully as though set out at length herein, excluding the appendices and including Chapter One, except as further provided herein. Provided, however, that the provisions of the codes which concern the qualification, removal,

dismissal, duties, and responsibilities of all building officials, deputy building officials, chief inspectors, and other inspectors and assistants are not adopted herein.

The regulations of the following standards codes recommended and published in book form and hereby adopted as the regulations governing the construction of buildings and other structures in the county with effective dates established by the South Carolina Building Code Council; and it shall be unlawful to erect or construct any building or structure in the county in violation of, or without complying with, these regulations:

(1) International Building Code, 2024 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(2) International Residential Code, 2024 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(3) International Existing Building Code, 2024 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(4) International Property Maintenance Code, 2024 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(3) National Electrical Code, 2023 Edition with South Carolina Building Code modifications.

(4) International Plumbing Code, 2024 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(5) International Mechanical Code, 2024, Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(6) International Fuel Gas Code, 2024 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(7) International Fire Code, 2024 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(8) International Energy Conservation Code, 2009 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(10) International Swimming Pool and Spa Code, 2024 Edition published by the International Code Council, Inc. with South Carolina Building Code modifications.

(11) ICC/ANSI A11 7.1 Accessible and Usable Buildings and Facilities Code (ADA), 2026 Edition published by the International Code Council, Inc.

The standards contained in the above building codes shall be controlling in the use, maintenance, and occupancy of all structures located within the unincorporated areas of the county.

The Jasper County Building Services Department shall have the authority to review and enforce the standards contained in the building codes. The department shall also review and enforce those references to the building codes as contained in the Fire Code pertaining to plan review and new construction. The Fire Chief and/or his designee shall have continued authority to review and enforce all other maintenance and compliance items contained in the Fire Code.(e)
Height limit for weeds - For purposes of Section 302.4 of the International Property Maintenance Code regarding maintenance of weeds, all premises and exterior property shall be maintained free from weeds or plant growth, as described therein, in excess of 12 inches in height. This limitation on weed height shall only apply to tracts of land with a total area of less than ten acres

Exhibit B

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.

- For purposes of establishing the Permit Fee Multipli the estimated total annual construction value for a giv time period (1 year) is the sum of each building's val (Gross Area x Square Foot Construction Cost) for th time period (e.g., 1 year).

- The Square Foot Construction Cost does not inclu the price of the land on which the building is built. T Square Foot Construction Cost takes into accou everything from foundation work to the roof structu and coverings but does not include the price of the lar The cost of the land does not affect the cost of relat code enforcement activities and is not included in t Square Foot Construction Cost.

Square Foot Construction Costs [a, b, c]

Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	360.96	348.39	337.35	324.27	303.54	294.94	313.17	283.31	272.34
A-1 Assembly, theaters, without stage	331.90	319.33	308.29	295.21	274.24	265.63	284.12	254.01	243.04
A-2 Assembly, nightclubs	281.26	272.80	264.60	254.37	238.42	231.98	245.62	216.53	208.41
A-2 Assembly, restaurants, bars, banquet halls	280.26	271.80	262.60	253.37	236.42	230.98	244.62	214.53	207.41
A-3 Assembly, churches	335.11	322.54	311.50	298.42	277.94	269.33	287.32	257.71	246.74
A-3 Assembly, general, community halls, libraries, museums	278.93	266.35	254.32	242.24	220.51	212.90	231.14	200.28	190.31
A-4 Assembly, arenas	330.90	318.33	306.29	294.21	272.24	264.63	283.12	252.01	242.04
B Business	312.15	300.92	289.96	277.56	252.72	243.79	266.86	225.87	215.44
E Educational	298.97	288.31	278.58	266.87	247.78	235.15	257.69	216.87	209.85
F-1 Factory and industrial, moderate hazard	171.67	163.34	153.02	147.14	131.07	124.79	140.28	110.60	101.94
F-2 Factory and industrial, low hazard	170.67	162.34	153.02	146.14	131.07	123.79	139.28	110.60	100.94
H-1 High Hazard, explosives	160.14	151.81	142.49	135.61	120.87	113.59	128.75	100.40	N.P.
H234 High Hazard	160.14	151.81	142.49	135.61	120.87	113.59	128.75	100.40	90.74
H-5 HPM	312.15	300.92	289.96	277.56	252.72	243.79	266.86	225.87	215.44
I-1 Institutional, supervised environment	286.01	275.76	265.91	255.86	234.19	227.89	255.32	210.91	203.38
I-2 Institutional, hospitals	489.97	478.73	467.77	455.38	429.56	N.P.	444.67	402.71	N.P.
I-2 Institutional, nursing homes	338.00	326.76	315.81	303.41	280.56	N.P.	292.71	253.71	N.P.
I-3 Institutional, restrained	329.08	317.84	306.89	294.49	272.63	262.70	283.79	266.32	233.35
I-4 Institutional, day care facilities	286.01	275.76	265.91	255.86	234.19	227.89	255.32	210.91	203.38
M Mercantile	209.97	201.51	192.31	183.08	166.72	161.29	174.33	144.83	137.71
R-1 Residential, hotels	289.33	279.08	269.24	259.18	237.00	230.71	258.65	213.72	206.19
R-2 Residential, multiple family	241.56	231.31	221.47	211.41	190.52	184.22	210.88	167.24	159.71
R-3 Residential, one- and two-family [d]	226.80	220.77	215.47	210.87	203.82	196.56	215.12	189.52	177.63
R-4 Residential, care/assisted living facilities	286.01	275.76	265.91	255.86	234.19	227.89	255.32	210.91	203.38
S-1 Storage, moderate hazard	159.14	150.81	140.49	134.61	118.87	112.59	127.75	98.40	89.74
S-2 Storage, low hazard	158.14	149.81	140.49	133.61	118.87	111.59	126.75	98.40	88.74
U Utility, miscellaneous	126.44	119.24	110.43	105.97	94.40	88.43	100.90	75.13	71.79

a Private Garages use Utility, miscellaneous
b For shell only buildings deduct 20 percent
c N.P. = not permitted
d Unfinished basements (Group R-3) = $31.50 per sq. ft.

INTERNATIONAL CODE COUNCIL

People Helping People Build a Safer World

Building Valuation Data – AUGUST 2026

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2027. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2024 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again, it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior fi material. The data is a national average and does not take account any regional cost differences. As such, the us Regional Cost Modifiers is subject to the authority ha jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total an construction value which has occurred within jurisdiction for the past year.
2. Determine the percentage (%) of the buil department budget expected to be provided by buil permit revenue.
3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget x (\%)}}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a $300,000 budget, a expects to cover 75 percent of that from building permit f The total annual construction value which occurred within jurisdiction in the previous year is $30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, Square Foot Construction Cost and the Permit Fee Multipli

Permit Fee = Gross Area x Square Foot Construction Cost X Permit Fee Multiplier

Example

Type of Construction: IIB
Area: 1st story = 8,000 sq. ft.
2nd story = 8,000 sq. ft.
Height: 2 stories
Permit Fee Multiplier = 0.0075
Use Group: B

1. Gross area:
   Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
   B/IIB = $277.56/sq. ft.
3. Permit Fee:
   Business = 16,000 sq. ft. x $277.56/sq. ft x 0.0075
   = $33,307.20

AGENDA

ITEM# 10D

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

Ordinance O-2026-38

AN ORDINANCE
OF JASPER COUNTY COUNCIL

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING A NEW MULTI-COUNTY PARK BY AND BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA AND JASPER COUNTY, SOUTH CAROLINA; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED IN BEAUFORT COUNTY IN THE MULTI-COUNTY PARK; PROVIDING FOR THE DISTRIBUTION OF MULTI-COUNTY PARK REVENUES; AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF PORT ROYAL; AMENDING A PRIOR MASTER PARK AGREEMENT TO REMOVE CERTAIN PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF PORT ROYAL; AND OTHER RELATED MATTERS

WHEREAS, Jasper County, South Carolina ("*Jasper County*"), acting by and through its County Council (the "*Jasper County Council*"), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the Constitution of the State of South Carolina 1895, as amended and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "*MCIP Law*"), to (i) develop a multicounty Industrial/Business park with a county having a contiguous border with Beaufort County, South Carolina ("*Beaufort County*" and together with Jasper County, the "*Counties*"); and (ii) include property in the multicounty park, which inclusion under the terms of the MCIP Law (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* property taxes that would have been due and payable but for the location of the property in such multicounty park ("*Fee Payments*"); and

WHEREAS, Jasper County wishes to create a new multi-county Industrial/Business park (the "*Park*") pursuant to an agreement with Beaufort County entitled "Master Agreement Governing the Port Royal Business Park", in the form attached hereto as Exhibit A (the "*Park Agreement*"); and

WHEREAS, the provisions of the Park Agreement shall govern the operation of the Park, including the sharing of expenses and revenues of the Park, and the manner in which the revenue is to be distributed to each of the taxing entities within each of the Counties; and

WHEREAS, the Counties previously created a multi-county industrial/business park (the "*Existing Park*"), which was amended with the approval of the Town of Port Royal,

South Carolina (the "*Town*"), to include that property more particularly shown on Exhibit B hereto (the "*Prior MCIP Property*"); and

WHEERAS, Section 4-1-170(C) of the MCIP Law requires counties creating a multi-county Industrial/Business park to obtain the consent of any affected municipality prior to the creation of such park whenever the proposed park encompasses all or a portion of the municipality; and

WHEREAS, the Town initiated the request to form the Park, and has further requested that all of the Prior MCIP Property be removed from the Existing Park and thereafter incorporated into the Park authorized and created hereunder as further shown and described on Exhibit C attached hereto (the "*Park Property*"); and

WHEREAS, through the creation of the Park, the Park Property shall be exempt from *ad valorem* property taxes, and the character of the annual receipts from the Park Property shall be changed to Fee Payments in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the Park Property in the Park; and

WHEREAS, it is Jasper County's intention, by and through the enactment of this ordinance and the companion ordinance of Beaufort County, to (i) create the Park, and include all of the Park Property therein, (ii) amend the Existing Park to remove the Prior MCIP Property; and (iii) provide for the distribution of Fee Payments.

NOW, THEREFORE, BE IT ORDAINED BY THE JASPER COUNTY COUNCIL:

Section 1. ***Development of Park; Execution of Master Agreement.*** The creation of the Park and the execution and delivery of the Park Agreement are hereby authorized and approved. The form, terms, and provisions of the Park Agreement are likewise approved, subject to such revisions, additions, or modifications as are not materially adverse to Jasper County and as may be approved by the County Administrator of Jasper County, including any temporary or interim administrator (the "*Administrator*") following consultation with legal counsel. The Chair of County Council (the "*Chair*") is authorized and directed to execute the Park Agreement on behalf of Jasper County, and the Clerk to County Council (the "*Clerk*") is authorized to attest the same. The Chair and the Administrator are further authorized and directed to take all such additional actions and execute and deliver all such additional documents as may be necessary or advisable to carry out the intent of this Ordinance, complete the delivery of the Park Agreement, and consummate the transactions and undertakings contemplated therein, including delivery of the Park Agreement to Beaufort County. Any actions previously taken by County officials in connection with the authorization, negotiation, or approval of the Park Agreement and the matters contemplated therein are hereby ratified and confirmed. The businesses or industries located within the Park shall make Fee Payments in lieu of ad valorem property taxes in the manner provided by applicable law and the terms and conditions of the Park Agreement.

Section 2. ***Inclusion of Property; Removal of Prior MCIP Property.*** The Park's boundaries shall initially include the Park Property, as shown on Exhibit C hereto and otherwise described as Exhibit A to the Park Agreement. The Chair, the Administrator and the Clerk are hereby authorized to take such further actions as may be necessary to include the Park Property in the Park's boundaries, including all necessary notification to Jasper County's auditor and treasurer. Pursuant to the terms of the Park Agreement, the location of the Park Property in the Park is complete upon (i) the enactment of this Ordinance by County Council and a companion ordinance by Beaufort County Council and (ii) the delivery by Jasper County of a description of the Park Property to Beaufort County. Simultaneously with the foregoing and following the enactment of this Ordinance, the Existing Park, and any master agreement related thereto, shall be automatically amended and revised as necessary to ensure the removal of the Prior MCIP Property therefrom; such removal shall be fully effectuated upon the fully execution and delivery of the Park Agreement by Jasper County and Beaufort County.

Section 3. ***Distribution of Fee Payments in*** Jasper ***County***. With respect to properties located in Jasper County portion of the Park, the Fee Payments shall be paid to the Treasurer of Jasper County (the "*Treasurer*"). Any portion of the Fee Payments allocated to Beaufort County pursuant to the Park Agreement shall be thereafter paid by the Treasurer to the Treasurer of Beaufort County within ten (10) business days of receipt for distribution in accordance with the terms of the Park Agreement. Revenues generated from industries or businesses located in Jasper County portion of the Park and to be retained by County pursuant to the Park Agreement shall be distributed within Jasper County in accordance with the terms of the Park Agreement.

Section 4. ***Intergovernmental Agreement.*** Jasper County acknowledges and, to the extent needed or necessary, approves Beaufort County entering into an intergovernmental agreement with the Town related to the Park.

Section 5. ***Further Assurances.*** The Chair, the Clerk and the Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

Section 6. ***Severability.*** If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 7. ***General Repealer.*** Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 8. ***Effective Date.*** This Ordinance is effective after third and final reading.

[Remainder of Page Intentionally Left Blank]

JASPER COUNTY, SOUTH CAROLINA

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

ATTEST:

_____
Wanda H. Giles, Clerk to Council

ORDINANCE: #O-2026-38

First Reading: 11.02.2026
Second Reading: _____, 2026
Public Hearing: 11.16.2026
Enactment: _____, 2026

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

_____ _____
County Attorney Date

EXHIBIT A
FORM OF MASTER AGREEMENT

EXHIBIT B
PRIOR MCIP PROPERTY

Beaufort County PIN #

R110 010 000 182F 0000
R110 010 000 182A 0000
R110 010 000 0075 0000
R110 010 000 0077 0000
R110 010 000 079A 0000
R110 010 000 182C 0000
R110 010 000 182E 0000
R110 010 000 0183 0000
R110 010 000 0079 0000
R110 011 000 084A 0000
R110 011 000 0403 0000
R110 011 000 0083 0000
R110 011 000 0077 0000
R110 011 000 079A 0000
R110 011 000 0079 0000
R110 011 000 080A 0000
R110 011 000 081A 0000
R110 011 000 082A 0000
R110 011 000 0249 0000
R110 011 000 0084 0000
R110 011 000 075A 0000
R110 011 000 0000 0000
R110 011 000 249A 0000
R110 009 000 0079 0000

EXHIBIT C
PARK PROPERTY

Parcel	Tax Map Number
1	R113 010 000 0075 0000
2	R110 010 000 0042A 0000
3	R110 010 000 0042 0000
4	R110 010 000 0360 0000
5	R113 010 000 0377 0000
6	R113 010 000 0375 0000
7	R113 010 000 0374 0000
8	R113 010 000 0366 0000
9	R113 010 000 0373 0000
10	R113 010 000 0372 0000
11	R113 010 000 0367 0000
12	R113 010 000 0447 0000
13	R113 010 000 0371 0000
14	R113 011 000 0449 0000
15	R113 010 000 0392 0000
16	R110 010 000 077C 0000
17	R110 010 000 077A 0000
18	R110 010 000 077B 0000
19	R110 010 000 0249 0000
20	R110 010 000 0084 0000
21	R110 010 000 084A 0000
22	R113 010 000 0326 0000
23	R113 010 000 0327 0000
24	R113 010 000 0328 0000
25	R110 010 000 0329 0000
26	R110 010 000 0330 0000
27	R110 010 000 0262 0000
28	R113 011 000 0450 0000
29	R110 010 000 0080 0000

MASTER AGREEMENT

GOVERNING THE

PORT ROYAL BUSINESS PARK

BETWEEN

BEAUFORT COUNTY, SOUTH CAROLINA

AND

JASPER COUNTY, SOUTH CAROLINA

DATED AS OF
[ ], 2026

INSTRUCTIONS
FOR
COUNTY AUDITOR AND COUNTY TREASURER

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (THE "PARK") IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE CONSTITUTION OF THE STATE OF SOUTH CAROLINA 1895, AS AMENDED, TO A FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN, BUT FOR THE EXISTENCE OF THE PARK. HOWEVER, THE FEE-IN-LIEU PAYMENTS FOR PARK PROPERTY MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT ("FILOT") OR SPECIAL SOURCE REVENUE CREDIT ("SSRC"). WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE ALL RECORDS FOR PARK PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FILOT AND SSRC RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED, OR TO DETERMINE ANY APPLICABLE CREDIT.

ONCE A FEE BILL FOR PARK PROPERTY HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES WITHIN THAT COUNTY, AND MAY CHANGE THE DISTRIBUTION STATED HEREIN WITHIN THAT COUNTY, BUT DISTRIBUTION BETWEEN THE COUNTIES AS STATED HEREIN CAN ONLY BE CHANGED BY AMENDMENT OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE ALLOCATION TO THE TOWN OF PORT ROYAL UNDER SECTION 3.03(A)(I)(1) OF THIS AGREEMENT MAY NOT BE CHANGED WITHOUT THE WRITTEN CONSENT OF THE TOWN.

THIS MASTER AGREEMENT (this "*Agreement*"), effective as of _____, 2026 (the "*Effective Date*"), between Beaufort County, South Carolina ("*Beaufort County*"), a political subdivision of the State of South Carolina (the "*State*"), and Jasper County, South Carolina ("*Jasper County*" and together with Beaufort County, the "*Counties*" or, each, a "*County*"), a political subdivision of the State, is entered into pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (collectively, the "*MCIP Law*").

RECITALS:

WHEREAS, the Counties are permitted by the MCIP Law to create one or more multi-county industrial/business parks;

WHEREAS, as provided under MCIP Law, to promote the economic welfare of their citizens by encouraging new and expanding industrial or commercial development to locate in the Counties, thereby expanding the Counties' tax base and creating opportunities for employment, the Counties desire to jointly develop the "Port Royal Business Park" (the "*Park*");

WHEREAS, by Beaufort Ordinance No. [2026-__] (the "*Beaufort Park Ordinance*") and Jasper Ordinance No. [2026-__] (the "*Jasper Park Ordinance*"), the Counties authorized the creation of the Park, the location of the Property (as defined herein) in the Park, and the execution of this Agreement to govern the operation of the Park, including the sharing of expenses and revenues of the Park and the manner in which the revenue is to be distributed to each of the taxing entities within each County; and

WHEREAS, because the Property is located within the corporate limits of the Town of Port Royal, South Carolina ("*Town*"), the Counties have obtained the consent of the Town prior to the creation of the Park, as evidenced by the Town's acknowledgment to this Agreement and that certain Intergovernmental Agreement between Beaufort County and the Town dated the date hereof (the "*IGA*").

NOW, THEREFORE, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

ARTICLE I
PARK BOUNDARIES

Section 1.01. *Park Boundaries*.

(a) The Park consists of all real property, together with all improvements thereto and all personal property thereon (the "*Property*") listed on Exhibit A; provided, however, that the Property shall not include any parcel, or portion thereof, used for residential purposes. If any parcel or portion thereof is utilized for residential purposes, such that the property qualifies for the 4% property tax assessment under S.C. Code 12-43-220(c)(1), as amended (a "*Residential Parcel*"), Exhibit A shall be automatically amended to remove the Residential Parcel for the list of Property, and Exhibit A may be updated or supplemented accordingly.

(b) The boundaries of the Park may be enlarged, to include additional properties, or diminished (including any automatic amendments attributable to Residential Parcels) from time to time, as authorized by ordinances or resolutions adopted by the County Councils of each County. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. Further, it is expressly acknowledged that some or all of the Property was formerly included within a multi-county industrial/business park (the "*Existing Park*"), which was amended by Beaufort County pursuant to

Ordinance No. 2009-16 dated April 13, 2009 (the "*Prior MCIP Property*"). By and through the Beaufort Park Ordinance and the Jasper Park Ordinance, respectively, the Prior MCIP Property has been removed from the Existing Park, and any of the properties that constitute both Property hereunder and Prior MCIP Property shall, from and after the Effective Date, now be exclusively governed by the provisions of this Agreement.

(c) In the event of any enlargement or diminution of the boundaries of the Park, on enactment by each County Council of its authorizing ordinance or resolution, this Agreement shall be deemed amended and the attached Exhibit A shall be revised accordingly to reflect the addition of property to the Park or the removal of property from the Park. Notwithstanding the foregoing and as described herein above, no further action shall be removed to diminish the Park to remove Residential Parcels as any such parcels shall be automatically removed from the Park. Each County shall file in its respective ordinance books either a copy or an original (depending on County practice) of the ordinance enactment by the County Council of such County pursuant to which such enlargement or diminution was authorized.

(D) No Property, as currently described in Exhibit A and excepting Residential Parcels, shall be removed from the Park without the express written consent of the Town. Further, any expansion of the Park that encompasses all or a portion of the Town or any other municipality must be consented to and approved by the affected municipality.

ARTICLE II
TAX STATUS OF PROPERTIES LOCATED IN THE PARK

Section 2.01. ***Constitutional Exemption from Taxation.*** Under the MCIP Law, so long as the Property is located in the Park, the Property is exempt from all *ad valorem* taxation. The Property shall be deemed as located in the Park so long as this Agreement is effective.

Section 2.02. ***Park Fee-in-Lieu of Taxes.*** The owners or lessees of Property shall pay annual fees in lieu of ad valorem taxes ("*FILOT Payments*") in an amount equivalent to the *ad valorem* property that would have been due and payable but for the location of the Property in the Park.

Section 2.03. ***Negotiated Fee-in-Lieu of Taxes***. Subject to the written consent of the Town, the amount of the FILOT Payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated incentive with either County or the Town, including a negotiated fee-in-lieu of *ad valorem* taxes incentive or special source revenue credit as provided in Sections 12-44-10, et seq., 4-1-175, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor or similar provisions thereto as may be provided under State law (collectively the revenues described in Sections 2.02 and 2.03 are referred to herein as the, "*FILOT Revenue*").

Section 2.04. ***Due Dates***. FILOT Payments will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payments. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the Treasurers of Beaufort County and Jasper County, respectively, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* property taxes.

ARTICLE III
SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK

Section 3.01. ***Expense Sharing.*** Expenses related to the Park shall be borne as follows: Beaufort County shall bear 100% of the expenses related to Property located in Beaufort County; and Jasper

County shall bear 100% of the expenses related to Property located in Jasper County. Notwithstanding the foregoing, if any Property is privately-owned, the owner or developer of such Property can be required to bear 100% of the expenses related to that Property in the Park on behalf of the host County.

Section 3.02. *FILOT Revenue Sharing*.

(a) For revenue generated in the Park from a source other than FILOT Revenue, the County in which the revenue is generated may retain such revenue, to be expended in any manner as that County deems appropriate and is in accordance with State law.

(b) The Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Beaufort County: Beaufort County, after making any reductions required by law or other agreement, shall retain 99% of the remaining FILOT Revenue (the "*Residual FILOT Revenue*") and transmit 1% of the Residual FILOT Revenue to Jasper County in accordance with Section 3.04.

(ii) For Property located in Jasper County: Jasper County, after making any reductions required by law or other agreement, shall retain 99% of the Residual FILOT Revenue and transmit 1% of the Residual FILOT Revenue to Beaufort County in accordance with Section 3.04.

Section 3.03. *FILOT Revenue Distribution in Each County*.

(a) After distribution of Residual FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Beaufort County, the Residual FILOT Revenue shall be distributed as follows:

(1) 99% to the Town, up to an amount not exceeding $1,000,000 per year, and the remainder shall be distributed to the taxing entities in Beaufort County (excepting the Town) on a pro-rata basis in accordance with the tax millage Beaufort County and the taxing entities would levy on the Property in the tax year in which Residual FILOT Revenue is received had the Property not been located in the Park. Any taxing entity (other than the Town) receiving a distribution of Residual FILOT Revenue shall divide its respective distribution of the Residual FILOT Revenue on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such taxing entity or collected on behalf of such taxing entity in the tax year in which the Residual FILOT Revenue is received; and

(2) All monies in excess of $1,000,000 per year shall be distributed to the taxing entities in Beaufort County (including the Town) on a pro-rata basis in accordance with the tax millage Beaufort County and the taxing entities would levy on the Property in the tax year in which Residual FILOT Revenue is received had the Property not been located in the Park. Any taxing entity (other than the Town) receiving a distribution of Residual FILOT Revenue shall divide its respective distribution of the Residual FILOT Revenue on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such taxing entity or collected on

behalf of such taxing entity in the tax year in which the Residual FILOT Revenue is received.

(ii) For Property located in Jasper County, the Residual FILOT Revenue shall be distributed to the taxing entities in Jasper County on a pro-rata basis in accordance with the tax millage Jasper County and the taxing entities would levy on the Property in the tax year in which Residual FILOT Revenue is received had the Property not been located in the Park. Any taxing entity receiving a distribution of Residual FILOT Revenue shall divide its respective distribution of the Residual FILOT Revenue on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such taxing entity or collected on behalf of such taxing entity in the tax year in which the Residual FILOT Revenue is received.

(iii) Each County elects to retain 100% of the 1% of the Residual FILOT Revenue received from the other County.

(b) Excepting the allocation of the Residual FILOT Revenue to the Town under (a)(i)(1) above, which the Counties agree may not be changed without the Town's written consent, each County, by enactment of an ordinance in that County, may unilaterally amend its internal distribution method of any Residual FILOT Revenue that it receives.

Section 3.04. ***Annual Report and Disbursement.*** Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

ARTICLE IV
MISCELLANEOUS

Section 4.01. ***Jobs Tax Credit Enhancement.*** Business enterprises locating in the Park are entitled to whatever enhancement of the regular jobs tax credits authorized by Section 12-6-3360 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions, as may be provided under South Carolina law.

Section 4.02. ***Assessed Valuation.*** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Beaufort County and Jasper County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 3.03 herein.

Section 4.03. ***Records.*** Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for the Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

Section 4.04. ***Applicable Law.*** To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property (including, as applicable, the ordinances of any municipality within whose corporate limits such parcel is located) is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede State or federal law or

regulation. Subject to the land use authority of any municipality within whose corporate limits a parcel of Property is located, the County in which such parcel is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park. In this regard, the ordinances of Beaufort County and Jasper County or, as to any Property located within the corporate limits of the Town or another municipality, the ordinances of such municipality, concerning zoning, health and safety regulations, and building code requirements will apply to the respective portions of the Park.

Section 4.05. ***Law Enforcement.*** The Sheriff's Office for the County in which a parcel of Property is located and, as to any parcel located within the corporate limits of a municipality, the police department of such municipality have initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable municipality, service district, or other political unit serving the area in which that Property is located.

Section 4.06. ***Binding Effect of Agreement.*** This Agreement is binding after execution by both of the Counties is completed.

Section 4.07. ***Severability.*** If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

Section 4.08. ***Complete Agreement: Amendment.*** This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements (other than the IGA and any fee agreement, special source revenue credit agreement, or similar incentive agreement relating to any Property), representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and the Property therein and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

Section 4.09. ***Counterpart Execution.*** The Counties may execute this Agreement in multiple counterparts, all of which, together, constitute but one and the same document.

Section 4.10. ***Termination.*** Notwithstanding any part of this Agreement to the contrary, this Agreement terminates automatically on the earlier of (a) the termination of the IGA, or (b) 20 years following the Effective Date. Beaufort County shall give Jasper County and the Town prompt written notice of any termination of the IGA.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

BEAUFORT COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
Chairman, County Council

Attest:

_____
Clerk to County Council

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
Chairman, County Council

Attest:

_____
Clerk to County Council

SUBJECT TO THE TERMS OF THE IGA,
ACKNOWLEDGED AND CONSENTED TO BY
TOWN OF PORT ROYAL, SOUTH CAROLINA:

_____
Town Manager

EXHIBIT A
PROPERTY DESCRIPTION

Parcel	Tax Map Number
1	R113 010 000 0075 0000
2	R110 010 000 0042A 0000
3	R110 010 000 0042 0000
4	R110 010 000 0360 0000
5	R113 010 000 0377 0000
6	R113 010 000 0375 0000
7	R113 010 000 0374 0000
8	R113 010 000 0366 0000
9	R113 010 000 0373 0000
10	R113 010 000 0372 0000
11	R113 010 000 0367 0000
12	R113 010 000 0447 0000
13	R113 010 000 0371 0000
14	R113 011 000 0449 0000
15	R113 010 000 0392 0000
16	R110 010 000 077C 0000
17	R110 010 000 077A 0000
18	R110 010 000 077B 0000
19	R110 010 000 0249 0000
20	R110 010 000 0084 0000
21	R110 010 000 084A 0000
22	R113 010 000 0326 0000
23	R113 010 000 0327 0000
24	R113 010 000 0328 0000
25	R110 010 000 0329 0000
26	R110 010 000 0330 0000
27	R110 010 000 0262 0000
28	R113 011 000 0450 0000
29	R110 010 000 0080 0000

AGENDA

ITEM# 10E

JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-___

AN ORDINANCE DIRECTING THE DISPOSITION OF TAX OVERAGES UPON TRANSFER TO THE COUNTY GENERAL FUND

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

WHEREAS, pursuant to South Carolina Code Section 12-51-130 (the "**Code**"), upon the sale of real property pursuant to a tax sale, funds remaining after the satisfaction of liens and payments to the immediately preceding record owner ("**Excess Funds**") shall be kept in a separate account and must be invested so as not to be idle and the governing body of the political subdivision is entitled to the earnings for keeping such Excess Funds; and

WHEREAS, pursuant to the Code, on the escheat date the overage must be transferred to the general funds of the governing body; and

WHEREAS, the County is the governing body; and

WHEREAS, the County desires to allocated the Excess Funds to educate citizens of the County as to how to avoid tax sales and the resulting property losses associated therewith; and

WHEREAS, County Council finds that it is in the best interest of the County to allocate Excess Funds to educate citizens of the County as to how to avoid tax sales and the resulting property loss associated therewith.

NOW THEREFORE BE IT ORDAINED by County Council, in meeting duly assembled, that:

1. The County Council ratifies and confirms the aforesaid recitals and incorporates the same herein.

2. County Council hereby allocates Excess Funds to be used to educate citizens of the County as to how to avoid tax sales and the resulting property loss associated therewith.

3. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

4. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of Jasper County, unless

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

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

AND IT IS SO ORDAINED, ENACTED AND ORDERED AS OF, this _____ day of _____, 2026.

Jasper County, South Carolina

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

ATTEST:

_____
Wanda Giles, Clerk to Council

Approved as to form:

_____
Interim County Attorney
Burr & Forman LLP
Walter J. Nester, III
Partner

ORDINANCE: # O-2026-__
First Reading: _____
Second Reading: _____
Third Reading: _____

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

Jasper County Interim Attorney **Date**

AGENDA

ITEM# 10F

Note – This item is for verbal update only

Jim Iwanicki – Update on creating a Jasper County Animal Care Advisory Commission.

AGENDA

ITEM# 10G

SENATOR TOM DAVIS
SENATE DISTRICT 46
BEAUFORT AND JASPER COUNTIES

COMMITTEES:
AGRICULTURE AND NATURAL RESOURCES
BANKING AND INSURANCE
FINANCE
LABOR, COMMERCE, AND INDUSTRY
LEGISLATIVE OVERSIGHT
MEDICAL AFFAIRS



COLUMBIA OFFICE:
613 GRESSETTE SENATE BLDG.
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COLUMBIA, SOUTH CAROLINA 29202
PHONE: (803) 212-6056
FAX: (803) 212-6299
TOMDAVIS@SCSENATE.GOV

BEAUFORT OFFICE:
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BEAUFORT, SOUTH CAROLINA 29901-1107
PHONE: (843) 252-8583
FAX: (843) 524-6401
EMAIL: TOM@SENATORTOMDAVIS.COM

November 4, 2026

VIA EMAIL AND REGULAR MAIL

Mr. Micah Mallace
Chief Executive Officer
South Carolina State Ports Authority
200 Ports Authority Drive
Mount Pleasant, SC 29464
mmallace@scspa.com

Mr. Griff Lynch
Chief Executive Officer
Georgia Ports Authority
P.O. Box 2406
Savannah, GA 31402
glynch@gaports.com

Mr. James Iwanicki
Interim County Administrator
Jasper County
P.O. Box 1149
Ridgeland, SC 29936
jIwanicki@jaspercountysc.gov

Re: South Carolina State Ports Authority assignment of interest in Jasper Ocean Terminal to Jasper County and Georgia Ports Authority's consent thereto

Mr. Mallace, Mr. Lynch, and Mr. Iwanicki:

As a state senator representing portions of Beaufort and Jasper counties, I ask (1) that the South Carolina State Ports Authority (SCSPA) and Jasper County execute an assignment, similar to the one they signed in 2021, conveying the SCSPA's one-half interest in the Jasper Ocean Terminal Joint Venture to Jasper County; and (2) that the Georgia Ports Authority (GPA) give the consent to that assignment required by Paragraph 17(b) of the 2015 Joint Venture Agreement (JVA).

Background

Following a 2007 agreement between Governors Mark Sanford and Sonny Perdue, the SCSPA, the GPA, and the Georgia Department of Transportation executed a 2008 Intergovernmental Agreement (2008 IGA) to develop a bi-state terminal in Jasper County. The Department then conveyed the 1,517.78-acre site to the two authorities as equal tenants in common.

Concerned that the SCSPA would never put a Jasper terminal ahead of its Charleston operations, I offered what became S.C. Code § 54-3-115, enacted by Act 73 of 2009 (copy enclosed). It requires the SCSPA to develop a Jasper port expeditiously and, if that is not happening, to "terminate the agreement and transfer to Jasper County the assets and right to develop the port."

In 2015, the JVA replaced the 2008 IGA, and the site was conveyed to the Joint Venture, owned equally by the two authorities. In 2021, facing a threatened suit under Act 73, the SCSPA agreed to assign its interest to Jasper County, reciting that doing so was consistent with its statutory duty (copy enclosed). The GPA withheld its consent, however, and the assignment lapsed.

On May 19, 2026, the Joint Venture's chair and vice-chair proposed that both authorities "stand down" from all JVA obligations, ending all studies and funding.

The Site's Future

With the Corps' recent approval of the GPA's 3.5 million TEU Savannah Container Terminal on Hutchinson Island, Georgia will meet the region's deepwater container needs for the foreseeable future. The Jasper tract should therefore serve that port as the rest of southern Jasper County already does: as a hub for logistics, distribution, and manufacturers that want to be near an operating port.

The Requests

To the SCSPA and Jasper County: With the venture suspended indefinitely, § 54-3-115 requires the SCSPA to transfer its interest to Jasper County. Executing the assignment is a statutory duty, not a matter of discretion.

To the GPA: I ask that you consent to the assignment or, alternatively, agree with the SCSPA under Paragraph 13(a)(i) to terminate the Joint Venture and return the site to the two authorities as tenants in common, so the SCSPA can convey its half to Jasper County.

Paragraph 17(b) gives the GPA sole discretion over consent, but that discretion protects each party's stake in building a terminal. In 2021, the venture was active, and a new partner could have complicated a live project. Today, both authorities have stood the venture down, the Savannah Container Terminal is approved, and the only question is who will put the land to productive use.

Leaving the SCSPA's interest where it is would leave a 1,500-acre riverfront tract idle, contrary to state law, while the rest of southern Jasper County is already putting its proximity to the Port of Savannah to work. Hardeeville's RiverPort Commerce Park, less than 10 miles from the Garden City Terminal, hosts a Home Depot distribution center, and the 880-acre South Atlantic Logistics Terminal will add up to 6 million square feet of warehousing and more than 550 jobs. Keeping the tract idle would forgo one of Jasper County's best opportunities to diversify its economy and bring high-paying jobs to its residents. I am confident we can find a path forward that serves both states.

A draft of the requested assignment is enclosed. I would be grateful for a written response from each of you to this letter and the draft assignment at your earliest convenience, and I would be glad to meet with any of you to bring this matter to a conclusion.

Sincerely,

Tom Davis

cc: Governor Henry McMaster
Governor Brian Kemp
John Kemp, Chair, Jasper County Council
Bill Stern, Chair, SC State Ports Authority
Alec Poitevint, Chair, Georgia Ports Authority
Danny Black, Director, Southern Carolina Alliance
Members, Jasper County Legislative Delegation

2009 Legislative Session – S. 351 – Act No. 73 – Veto of Gov. Mark Sanford overridden by House and Senate on June 16, 2009

SECTION 12. Article 3, Chapter 3, Title 54 of the 1976 Code is amended by adding:

"Section 54-3-115. The authority shall take all action necessary to expeditiously develop a port in Jasper County in accordance with the Intergovernmental Agreement for Development of a Jasper Ocean Terminal on the Savannah River within the State of South Carolina that was entered into between the South Carolina State Ports Authority, the Georgia Ports Authority, and the Georgia Department of Transportation dated on January 27, 2008. In determining whether the development of a Jasper Port is proceeding in an expeditious manner, the board must consider whether timelines or benchmarks included in either the Intergovernmental Agreement or amendments to it or other agreement with a partner to develop the port have been or will be met in a timely manner. A determination that a delay in the planning or construction of the port is reasonable must be based on an objective analysis of all available empirical data and expert opinion, as well as a comparison of the construction timelines of ports of similar size and expected capacity. ***If it is determined that a partner to an agreement to develop the port is not meeting its obligations that will result in the port not being developed in an expeditious manner, then the authority must take all available and necessary action to compel the partner to meet its obligations and, if necessary, terminate the agreement and transfer to Jasper County the assets and right to develop the port.*** The authority also shall take all action necessary and as may be requested from time to time by the committees in the House of Representatives and the Senate in connection with the State of South Carolina and the State of Georgia to enter into an Interstate Compact to operate a Jasper Port on or before December 31, 2010, as such compact is generally outlined in the Intergovernmental Agreement. In connection with the development of a port in Jasper County, the authority shall make specific inquiries regarding the merits of using private capital to finance the construction of that port to a greater extent than historically has been used by the South Carolina State Ports Authority in connection with their existing port operations."

[Emphasis provided.]

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

AGREEMENT

THIS AGREEMENT is made by and between the South Carolina State Ports Authority, an instrumentality of the State of South Carolina (the "SCSPA") and Jasper County, a political subdivision of the State of South Carolina ("Jasper County") (each a "Party" and collectively the "Parties").

WHEREAS, on January 27, 2008, the following parties entered into an Intergovernmental Agreement for Development of a Jasper Ocean Terminal on the Savannah River within the State of South Carolina (the "IGA"): the SCSPA; the Georgia Ports Authority, a body corporate and politic and an instrumentality of the State of Georgia (the "GPA"); and the Georgia Department of Transportation, a department in the executive branch of the State of Georgia (the "GDOT"); and

WHEREAS, the South Carolina General Assembly, through Act 56 of 2007, created the Savannah River Maritime Commission (the "Maritime Commission"), an instrumentality of the State of South Carolina, to represent South Carolina in regard to the use of the Savannah River as a waterway for ocean-going vessels and to negotiate and enter into agreements on its behalf with the third parties in regard to such use; and

WHEREAS, by way of deed dated July 25, 2008, and recorded at the office of the Register of Deeds for Jasper County, South Carolina, in Deed Book 685 at Page 49, and as contemplated by the IGA, the GDOT conveyed to the SCSPA an undivided fifty (50%) percent fee simple interest in approximately 1,517.78 acres of real property (the "Jasper Port Site") situated in Jasper County, South Carolina, more particularly described on Exhibit "A" attached hereto, and conveyed to the GPA the remaining undivided fifty (50%) percent fee simple interest in the Jasper Port Site; and

WHEREAS, the South Carolina General Assembly, through Act 73 of 2009 ("Act 73 of 2009"), provided, *inter alia*, that the SCSPA "shall take all action necessary to expeditiously develop a port in Jasper County," and further provided that if said port is not being developed in an expeditious manner, then the SCSPA must take certain actions, including transferring to Jasper County the assets and right to develop the port; and

WHEREAS, on November 16, 2015, the SCSPA and the GPA entered into the Jasper Ocean Terminal Joint Venture Agreement (the "Joint Venture Agreement") to restate their obligations in regard to the development of an ocean terminal on the Jasper Port Site and to create a joint venture called the Jasper Ocean Terminal Joint Venture (the "Joint Venture"), with the SCSPA and the GPA each having an equal fifty (50%) percent interest therein; and

WHEREAS, pursuant to the terms of the Joint Venture Agreement, by way of deed dated November 16, 2015, and recorded at the office of the Register of Deeds for Jasper County, South Carolina, in Deed Book 685 at Page 239, the SCSPA and the GPA conveyed to the Joint Venture a one hundred (100%) percent fee simple interest in the Jasper Port Site; and

WHEREAS, the SCSPA, mindful of its statutory obligation pursuant to Act 73 of 2009, has concluded that a conveyance to Jasper County of its one-half interest in the Joint Venture and its undertaking of the other obligations set forth herein are consistent with its discharge of such statutory duty; and

WHEREAS, Jasper County has threatened a civil action against the SCSPA based on Jasper County's belief that the SCSPA has failed to expeditiously develop a port on the Jasper Port Site as required by Act 73 of 2009; and

WHEREAS, Jasper County is desirous of forgoing the referenced civil action and issuing a release in regard thereto, and of accepting in its stead the SCSPA's assignment of its one-half interest in the Joint Venture and the SCSPA's promise to discharge certain other obligations set forth in this Agreement, and of assuming the Joint Venture obligations and certain other obligations set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the SCSPA and Jasper County hereby agree as follows:

A. <u>OBLIGATIONS OF THE PARTIES:</u>

1. Within ten (10) days of the approval of this Agreement by the Board of the SCSPA and the County Council for Jasper County, each will execute an assignment and assumption agreement through which the SCSPA assigns all of its rights, interests, duties, and obligations under the Joint Venture Agreement to Jasper County, and Jasper County assumes and accepts all of the SCSPA's rights, interests, duties, and obligations under the Joint Venture Agreement and agrees to fully enjoy and discharge those rights, interests, duties, and obligations. It is agreed and acknowledged that the transfer of the interest in the Joint Venture to Jasper County includes, but is not limited to, the real property interest held by the Joint Venture that was previously transferred to it by the SCSPA.

2. Contemporaneously with the execution of the assignment and assumption agreement, the SCSPA and Jasper County will execute an agreement releasing and waiving any and all claims and covenanting not to sue the SCSPA for any and all claims arising from or related to the port project at the Jasper Port Site.

3. Paragraph 17(b) of the Joint Venture Agreement provides, *inter alia*, the SCSPA may not assign its interest in the Joint Venture without the GPA's express written consent. Contemporaneously with the execution of the assignment and assumption agreement, the SCSPA covenants that it will send a letter to the GPA with a copy of the assignment and assumption agreement requesting that the GPA consent to the assignment by the SCSPA and the assumption by Jasper County of the SCSPA's Joint Venture interest.

4. Within thirty (30) days of the Effective Date, the SCSPA will provide Jasper County copies of all work product in its possession pertaining to the Jasper Ocean Terminal or, if such work product is in the possession of third parties with whom the SCSPA has contracted, if applicable, direct said third parties to deliver copies of such work product to Jasper County.

5. The SCSPA covenants that within fifteen (15) days of the Effective Date it will send letters to the U.S. Army Corps of Engineers' Charleston and Savannah Districts notifying each of the assignment and assumption and requesting that each branch meet with Jasper County for the purpose of updating Jasper County on the status of the port project for the Jasper Port Site.

6. Within thirty (30) days of the Effective Date, the Parties shall request a meeting with Maritime Commission members and staff be held for the purpose of the SCSPA and Jasper County briefing the Maritime Commission on this Agreement.

7. The SCSPA covenants that it will not oppose or encourage any third party to oppose the development of a port at the Jasper Port Site.

8. To the extent applicable, the SCSPA consents to the removal of any spoil easements held by the United States related to the port project for the Jasper Port Site.

9. Contemporaneous with the SCSPA's execution and delivery to Jasper County of the assignment and assumption agreement, the SCSPA shall transfer all right, title, and interest in the Three Million One Hundred Twenty Five Thousand and 00/100 ($3,125,000.00) Dollars in state funds (the "Infrastructure Funds") that were previously appropriated to the SCSPA by the South Carolina General Assembly to defray expenditures related to the design, permitting or building of an ocean terminal on the Jasper Port Site, but which have not yet been spent for that purpose by the SCSPA, to the Department of Administration for it to hold for disbursement to Jasper County for qualifying expenses and costs. Such qualifying expenses and costs shall include legal and other professional assistance to negotiate an agreement with the GPA and/or third parties regarding the development of said ocean terminal and retaining third parties to assist with the design, permitting, or construction of an ocean terminal on the Jasper Port Site.

10. Jasper County covenants that, commencing as of the Effective Date of this Agreement, and continuing thereafter, it shall take actions that are in furtherance of the expeditious development of an ocean terminal on the Jasper Port Site. The SCSPA stipulates and acknowledges that Jasper County's ability to further the expeditious development of said terminal may from time to time involve requests by Jasper County to the South Carolina General Assembly for state appropriations to defray expenditures related to the design, permitting, or construction of an ocean terminal on the Jasper Port Site, and the SCSPA covenants that it will not oppose or encourage any third party to oppose Jasper County's request for such appropriations.

11. As expeditiously as possible after the Effective Date of this Agreement, Jasper County shall retain legal and other professional assistance in connection with negotiating an agreement with the GPA and incur such other expenses as are related to the design, permitting, or constructing an ocean terminal on the Jasper Port Site.

B. CONDITIONS PRECEDENT.

a. The effectiveness of this Agreement and its terms and conditions are subject to the express approval by the Board of the SCSPA, and the SCSPA agrees to seek such approval at the SCSPA's next regularly scheduled Board meeting.

b. The effectiveness of this Agreement and its terms and conditions are subject to the express approval by Jasper County Council, and Jasper County agrees to seek such approval at Jasper County's next regularly scheduled Council meeting.

c. The effectiveness of this Agreement and its terms and conditions are subject to the express written consent of the Georgia Ports Authority as required by Section 17(b) of the Joint Venture Agreement.

d. The execution of this Agreement by the CEO and President of the SCSPA and the County Administrator of Jasper County represent a good faith intent by them to obtain the approvals and consents set forth above and are only effective and binding upon the Parties as of the Effective Date.

e. The Effective Date of this Agreement shall be the date of the last of the three approvals and consents set forth above. All three approvals and consents must be received no later than September 1, 2021, or this Agreement is rendered null and void. Until the receipt of the necessary approvals and consents to effectuate this Agreement, the Ports Authority shall continue to comply with the requirements of the Joint Venture Agreement.

C. MISCELLANEOUS:

1. The Parties to this Agreement acknowledge that, upon assumption of the Joint Venture Agreement, Jasper County retains discretion on how to proceed in connection with development of an ocean terminal on the Jasper Port Site, and that such may include, without limitation, an ocean terminal consistent with its current design configuration or with a reduced scope, and may also include such legal ownership and/or operation arrangements as it shall determine is reasonably related to the stated objective consistent with the Joint Venture Agreement.

2. This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The parties understand and agree that signatures sent by electronic means, e.g., facsimile, scanned and sent via email, or signed by electronic signature, shall be deemed original signatures.

3. This Agreement constitutes the entire understanding between the Parties regarding the subject matter of the Agreement.

4. This Agreement shall be governed by the laws of the State of South Carolina and shall be binding on the Parties and their respective successors and assigns.

5. This Agreement may not be modified or amended except in a writing signed by authorized officers or representatives of both Parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be operative as of the Effective Date.

SOUTH CAROLINA STATE PORTS AUTHORITY

By: _____
James I. Newsome, III
Its: President and CEO

JASPER COUNTY

By: _____
Andrew P. Fulghum
Its: County Administrator

2. This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The parties understand and agree that signatures sent by electronic means, e.g., facsimile, scanned and sent via email, or signed by electronic signature, shall be deemed original signatures.

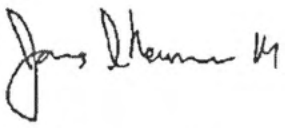
3. This Agreement constitutes the entire understanding between the Parties regarding the subject matter of the Agreement.

4. This Agreement shall be governed by the laws of the State of South Carolina and shall be binding on the Parties and their respective successors and assigns.

5. This Agreement may not be modified or amended except in a writing signed by authorized officers or representatives of both Parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be operative as of the Effective Date.

SOUTH CAROLINA STATE PORTS AUTHORITY

By: 

James I. Newsome, III
Its: President and CEO

JASPER COUNTY

By: _____

Andrew P. Fulghum
Its: County Administrator

Exhibit A

All those certain pieces, parcels or lots of land, situate, lying and being in Jasper County, South Carolina, having and containing 1517.78 acres, more or less, shown and designated as "Tract 14A and Tract 14B" (the "Property") on that certain plat entitled "Jasper Ocean Terminal Tracts 14A & 14B, being lands of The Georgia Department of Transportation, Jasper County, South Carolina", dated June 30,2008, prepared by Hussey Gay Bell & De Young, Inc., certified to by James M. Sims, S.C.R.L.S #13169, and recorded in the Land Records of Jasper County, South Carolina, in Plat Book 31 at Page 183 (the "Plat").

SEE DEED RECORDED IN BOOK 685 AT PAGE 0049 OF THE REGISTER OF DEEDS OFFICE FOR JASPER COUNTY, SOUTH CAROLINA FOR METES AND BOUNDS.

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made by and between the South Carolina State Ports Authority, an instrumentality of the State of South Carolina (the "SCSPA"), and Jasper County, a political subdivision of the State of South Carolina ("Jasper County") (each a "Party" and collectively the "Parties"), on November __, 2026.

WHEREAS, on January 27, 2008, the SCSPA, the Georgia Ports Authority, a body corporate and politic and an instrumentality of the State of Georgia (the "GPA"), and the Georgia Department of Transportation, a department in the executive branch of the State of Georgia (the "GDOT"), entered into an Intergovernmental Agreement for Development of a Jasper Ocean Terminal on the Savannah River within the State of South Carolina (the "IGA"); and

WHEREAS, the South Carolina General Assembly, through Act 56 of 2007, created the Savannah River Maritime Commission (the "Maritime Commission"), an instrumentality of the State of South Carolina, to represent South Carolina in regard to the use of the Savannah River as a waterway for ocean-going vessels and to negotiate and enter into agreements on its behalf with third parties in regard to such use; and

WHEREAS, by way of deed dated July 25, 2008, and recorded at the office of the Register of Deeds for Jasper County, South Carolina, in Deed Book 685 at Page 49, and as contemplated by the IGA, the GDOT conveyed to the SCSPA an undivided fifty percent (50%) fee simple interest in approximately 1,517.78 acres of real property (the "Jasper Port Site") situated in Jasper County, South Carolina, more particularly described on Exhibit "A" attached hereto, and conveyed to the GPA the remaining undivided fifty percent (50%) fee simple interest in the Jasper Port Site; and

WHEREAS, the South Carolina General Assembly, through Act 73 of 2009 ("Act 73 of 2009"), codified at S.C. Code Ann. § 54-3-115, provided, *inter alia*, that the SCSPA "shall take all action necessary to expeditiously develop a port in Jasper County," and further provided that if said port is not being developed in an expeditious manner, then the SCSPA must take certain actions, including, if necessary, transferring to Jasper County the assets and right to develop the port; and

WHEREAS, on November 16, 2015, the SCSPA and the GPA entered into the Jasper Ocean Terminal Joint Venture Agreement (the "Joint Venture Agreement") to restate their obligations in regard to the development of an ocean terminal on the Jasper Port Site and to create a joint venture called the Jasper Ocean Terminal Joint Venture (the "Joint Venture"), with the SCSPA and the GPA each having an equal fifty percent (50%) interest therein; and

WHEREAS, pursuant to the terms of the Joint Venture Agreement, by way of deed dated November 16, 2015, and recorded at the office of the Register of Deeds for Jasper County, South Carolina, in Deed Book 685 at Page 239, the SCSPA and the GPA conveyed to the Joint Venture a one hundred percent (100%) fee simple interest in the Jasper Port Site; and

WHEREAS, in 2021 the SCSPA and Jasper County entered into an agreement (the "2021 Agreement") providing for the SCSPA's assignment to Jasper County of the SCSPA's interest in the Joint Venture, the effectiveness of which was conditioned upon, among other things, the express written consent of the GPA pursuant to Paragraph 17(b) of the Joint Venture Agreement by no later than September 1, 2021; and

WHEREAS, the GPA did not provide such consent, and the 2021 Agreement was thereby rendered null and void in accordance with its terms; and

WHEREAS, by letter agreement dated May 19, 2026 (the "Stand Down Letter"), the SCSPA and the GPA agreed to a mutual "stand down" of all obligations under the Joint Venture Agreement, the discontinuance of all work and studies related to the Jasper Ocean Terminal, and the suspension of all funding of the Joint Venture; and

WHEREAS, in light of the Stand Down Letter, the port in Jasper County is not being developed in an expeditious manner within the meaning of Act 73 of 2009, and the SCSPA, mindful of its statutory obligation pursuant to Act 73 of 2009, has concluded that a conveyance to Jasper County of its one-half interest in the Joint Venture and its undertaking of the other obligations set forth herein are consistent with its discharge of such statutory duty; and

WHEREAS, Jasper County has asserted that the SCSPA has failed to expeditiously develop a port on the Jasper Port Site as required by Act 73 of 2009; and

WHEREAS, Jasper County is desirous of forgoing any civil action with respect thereto and issuing a release in regard thereto, and of accepting in its stead the SCSPA's assignment of its one-half interest in the Joint Venture;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the SCSPA and Jasper County hereby agree as follows:

A. OBLIGATIONS OF THE PARTIES

1. Within ten (10) days of the Effective Date, the Parties will execute an assignment and assumption agreement through which the SCSPA assigns all of its rights, interests, duties, and obligations under the Joint Venture Agreement to Jasper County, and Jasper County assumes and accepts all of the SCSPA's rights, interests,

duties, and obligations under the Joint Venture Agreement and agrees to fully enjoy and discharge those rights, interests, duties, and obligations. It is agreed and acknowledged that the transfer of the interest in the Joint Venture to Jasper County includes, without limitation, the real property interest held by the Joint Venture that was previously transferred to it by the SCSPA. The Parties acknowledge that Jasper County takes the SCSPA's interest subject to the Stand Down Letter, and that Jasper County, as successor to the SCSPA, shall have all rights of the SCSPA thereunder, including the right to revoke the Stand Down Letter in accordance with its terms.

2. Contemporaneously with the execution of the assignment and assumption agreement, the SCSPA and Jasper County will execute an agreement releasing and waiving any and all claims and covenanting not to sue the SCSPA for any and all claims arising from or related to the port project at the Jasper Port Site.

3. Paragraph 17(b) of the Joint Venture Agreement provides, *inter alia*, that the SCSPA may not assign its interest in the Joint Venture without the GPA's express written consent. Within five (5) days after the approvals described in Sections B.1 and B.2 below, the SCSPA covenants that it will send a letter to the GPA with a copy of this Agreement and the form of assignment and assumption agreement, requesting that the GPA consent to the assignment by the SCSPA and the assumption by Jasper County of the SCSPA's Joint Venture interest, and the SCSPA shall cooperate in good faith with Jasper County in seeking such consent.

4. Within thirty (30) days of the Effective Date, the SCSPA will provide Jasper County copies of all work product in its possession pertaining to the Jasper Ocean Terminal or, if such work product is in the possession of third parties with whom the SCSPA has contracted, if applicable, direct said third parties to deliver copies of such work product to Jasper County.

5. The SCSPA covenants that within fifteen (15) days of the Effective Date it will send letters to the U.S. Army Corps of Engineers' Charleston and Savannah Districts notifying each of the assignment and assumption and requesting that each District meet with Jasper County for the purpose of updating Jasper County on the status of the port project for the Jasper Port Site.

6. Within thirty (30) days of the Effective Date, the Parties shall request a meeting with Maritime Commission members and staff be held for the purpose of the SCSPA and Jasper County briefing the Maritime Commission on this Agreement.

7. The SCSPA covenants that it will not oppose or encourage any third party to oppose the development of a port, or of other port-related or maritime facilities, at the Jasper Port Site.

8. To the extent applicable, the SCSPA consents to the removal of any spoil easements held by the United States related to the port project for the Jasper Port Site.

9. Jasper County covenants that, commencing as of the Effective Date of this Agreement, and continuing thereafter, it shall take actions that are in furtherance of the expeditious development of the Jasper Port Site. The SCSPA stipulates and acknowledges that Jasper County's ability to further such development may from time to time involve requests by Jasper County to the South Carolina General Assembly for state appropriations to defray expenditures related to the design, permitting, or construction of an ocean terminal or related facilities on the Jasper Port Site, and the SCSPA covenants that it will not oppose or encourage any third party to oppose Jasper County's request for such appropriations.

10. As expeditiously as possible after the Effective Date of this Agreement, Jasper County shall retain legal and other professional assistance in connection with negotiating an agreement with the GPA and incur such other expenses as are related to the design, permitting, or development of the Jasper Port Site.

B. **CONDITIONS PRECEDENT**

1. The effectiveness of this Agreement and its terms and conditions are subject to the express approval by the Board of the SCSPA, and the SCSPA agrees to seek such approval at the SCSPA's next regularly scheduled Board meeting.

2. The effectiveness of this Agreement and its terms and conditions are subject to the express approval by Jasper County Council, and Jasper County agrees to seek such approval at Jasper County's next regularly scheduled Council meeting.

3. The effectiveness of this Agreement and its terms and conditions are subject to the express written consent of the GPA as required by Paragraph 17(b) of the Joint Venture Agreement, which consent may be given in the form attached hereto or in any other written form.

4. The execution of this Agreement by the President and CEO of the SCSPA and the County Administrator of Jasper County represents a good faith intent by them to obtain the approvals and consents set forth above, and this Agreement is only effective and binding upon the Parties as of the Effective Date.

5. The Effective Date of this Agreement shall be the date of the last of the three approvals and consents set forth above. All three approvals and consents must be received no later than January 31, 2027, or this Agreement is rendered null and void, unless such date is extended by written agreement of the Parties. Until the receipt of the necessary approvals and consents to effectuate this Agreement, the SCSPA shall continue to comply with the requirements of the Joint Venture Agreement, as modified by the Stand Down Letter.

C. **MISCELLANEOUS**

1. The Parties to this Agreement acknowledge that, upon assumption of the Joint Venture Agreement, Jasper County retains discretion on how to proceed in connection with development of the Jasper Port Site, and that such may include, without limitation, an ocean terminal consistent with its current design configuration or with a reduced scope, facilities integrated with or supporting the operations of the Port of Savannah, and such legal ownership and/or operation arrangements as it shall determine are reasonably related to the stated objective consistent with the Joint Venture Agreement.

2. This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The Parties understand and agree that signatures sent by electronic means, e.g., facsimile, scanned and sent via email, or signed by electronic signature, shall be deemed original signatures.

3. This Agreement constitutes the entire understanding between the Parties regarding the subject matter of the Agreement and supersedes the 2021 Agreement.

4. This Agreement shall be governed by the laws of the State of South Carolina and shall be binding on the Parties and their respective successors and assigns.

5. This Agreement may not be modified or amended except in a writing signed by authorized officers or representatives of both Parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be operative as of the Effective Date.

SOUTH CAROLINA STATE PORTS AUTHORITY

By: _____
Micah Mallace
Its: President and CEO

Date: _____

JASPER COUNTY

By: _____
Its: Interim County Administrator

Date: _____

CONSENT OF GEORGIA PORTS AUTHORITY

Pursuant to Paragraph 17(b) of the Jasper Ocean Terminal Joint Venture Agreement dated November 16, 2015, the Georgia Ports Authority hereby gives its express written consent to the assignment by the South Carolina State Ports Authority to Jasper County of all of the South Carolina State Ports Authority's rights, interests, duties, and obligations under the Joint Venture Agreement and in the Jasper Ocean Terminal Joint Venture, and to the assumption thereof by Jasper County, all as described in the foregoing Assignment Agreement. Upon such assignment and assumption, Jasper County shall be substituted for the South Carolina State Ports Authority as a Party to the Joint Venture Agreement for all purposes.

GEORGIA PORTS AUTHORITY

By: _____
Griff Lynch
Its: Chief Executive Officer

Date: _____

Exhibit A

All those certain pieces, parcels or lots of land, situate, lying and being in Jasper County, South Carolina, having and containing 1,517.78 acres, more or less, shown and designated as "Tract 14A and Tract 14B" (the "Property") on that certain plat entitled "Jasper Ocean Terminal Tracts 14A & 14B, being lands of The Georgia Department of Transportation, Jasper County, South Carolina", dated June 30, 2008, prepared by Hussey Gay Bell & De Young, Inc., certified to by James M. Sims, S.C.R.L.S. #13169, and recorded in the Land Records of Jasper County, South Carolina, in Plat Book 31 at Page 183 (the "Plat").

SEE DEED RECORDED IN BOOK 685 AT PAGE 0049 OF THE REGISTER OF DEEDS OFFICE FOR JASPER COUNTY, SOUTH CAROLINA FOR METES AND BOUNDS.

AGENDA

ITEM# 10H

Note – This Ordinance is for 1st Reading BY TITLE ONLY

Jim Iwanicki – Consideration of the 1st Reading an Ordinance BY TITLE ONLY Amending Jasper County Ordinances O-2023-20 And O-2024-17 by Authorizing and Approving a Modified Structure for Financial Assistance from the South Carolina Transportation Infrastructure Bank for the I-95 Exit 3 Interchange Project; Authorizing the Conveyance of Property Described Herein; and Other Related Matters.

(There is no other information for this agenda item in the e-packet)

AGENDA

ITEM# 11

Administrator's Report

OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

James "Jim" Iwanicki, P.E.
Interim County Administrator
jiwanicki@jaspercountysc.gov

Tisha L. Williams
Executive Assistant
tlwilliams@jaspercountysc.gov

NOVEMBER 16, 2026 - COUNCIL MEETING

ADMINISTRATOR'S REPORT

1. Updated special meetings and workshop spreadsheet follows this report.

PROGRESS REPORT
October 24, 2026 – November 9, 2026

1. October 26 met virtually with Hardeeville and developer to discuss Exit 3 term sheet,
2. Attended Special Joint Council meeting with Hardeeville on October 26,
3. Held a virtual Team meeting with my direct reports on October 27.
4. Held a Meeting with Program Manager on Argent Boulevard design on October 29.
5. Attended November 2 Council Meeting.
6. Held a virtual Team meeting with my direct reports on November 3.
7. Met with Staff and Clerk on November 4 to set agenda for November 16 Council Meeting.
8. Attended Virtual Exit 3 Team Meeting.

Any miscellaneous correspondence, agendas, and minutes follow this report.

County Council
2026 Workshops

	Topic	Type of Meeting	With Council Meeting or Stand Alone	Day	Date	Time	Venue
1	Jasper Tellfair Development	workshop	w/ council meeting	Monday	1/5/2026	5:30pm	Council Chambers
2	Transfer of Custody - Detention Center	special meeting	stand alone	Monday	1/14/2026	4:00pm	Virtual
3	Jasper County Greenbelt Program	workshop	w/ council meeting	Monday	1/20/2026	5:00pm	Council Chambers
4	Business Items and Financial Retreat	special meeting	stand alone	Monday	1/26/2026	9:30pm	Council Chambers
5	Personnel Matters & AUP	executive session	stand alone	Monday	2/5/2026	2:00pm	Council Chambers
6	Intergovernmental Agreements	executive session	stand alone	Monday	2/9/2026	5:00pm	Hardeeville City Hall
7	Euhaw Overlay District	workshop	stand alone	Monday	3/23/2026	1:00pm	Council Chambers
8	Budget Workshop - Board of Elections	workshop	w/ council meeting	Monday	4/6/2026	4:00pm	Council Chambers
9	Shared Services Town of Ridgeland	executive session	stand alone	Wednesday	4/15/2026	4:00pm	Town of Ridgeland
10	Jasper Telfair PDD and Development Agreement	workshop	w/ council meeting	Monday	4/20/2026	4:00pm	Council Chambers
11	Shared Fire and EMS Services Hardeeville	special meeting	stand alone	Wednesday	5/5/2026	10:00am	Hardeeville City Hall
12	Budget Workshop - Clerk of Court & General Info	workshop	w/ council meeting	Monday	5/18/2026	4:00pm	Council Chambers
13	Shared Hardeeville Services & Budget Workshop	special meeting	stand alone	Wednesday	5/27/2026	10:00am	Council Chambers
14	School System Budget Workshop & Budget Workshop	workshop	w/ council meeting	Monday	6/1/2026	4:00pm	Hardeeville City Hall
15	Budget Workshop	workshop	stand alone	Wednesday	6/10/2026	3:00pm	Council Chambers
16	Budget Workshop	workshop	w/ council meeting	Monday	6/15/2026	4:00pm	Council Chambers
17	Budget Workshop	workshop	stand alone	Monday	6/22/2026	3:00pm	Council Chambers
18	Budget Workshop	special meeting	stand alone	Wednesday	6/24/2026	3:00pm	Council Chambers
19	Budget	special meeting	stand alone	Monday	6/29/2026	10:00am	Council Chambers
20	Employee Handbook Workshop	workshop	w/ council meeting	Monday	7/20/2026	5:00pm	Council Chambers
21	Animal Shelter Workshop	workshop	stand alone	Wednesday	7/22/2026	2:00pm	Council Chambers
22	Motorola Detension Center Workshop	workshop	stand alone	Tuesday	8/18/2026	4:00pm	zoom
23	Administrator Interviews	special meeting	stand alone	Wednesday	9/9/2026	3:30pm	Council Chambers
24	Administrator Interviews	special meeting	stand alone	Thursday	9/10/2026	11:00am	Council Chambers
25	Strategic Planning Session	workshop	stand alone	Thursday	9/17/2026	All Day	Palmetto Elec Ridgeland
25	Treasurer Lawsuit	special meeting	stand alone	Monday	9/28/2026	4:00pm	zoom
26	Exit 3 Term Sheet - Joint Mtg with Hardeeville	special meeting	stand alone	Monday	10/26/2026	11:00am	zoom
27	Economical Development - Joint Mtg with Hardeeville	Regular meeting	w/ council meeting	Monday	11/16/2026	4:00pm	Hardeeville City Hall
28	Capital Improvement Workshop	workshop	TBA - Reseduled From 9/29/26	TBA	TBA	TBA	TBA
29	Fire Disctrict Update Workshop	workshop	TBA - Reseduled From 9/29/26	TBA	TBA	TBA	TBA
30	Fy 2028 Budget Planning Session- New Method	workshop	TBA -	TBA	TBA	TBA	TBA
31	Strategic Planning Session	workshop	TBA	TBA	TBA	TBA	TBA
32	Cyber Security	workshop	TBA	TBA	TBA	TBA	TBA
33							

Completed

Budget Adoption Schedule

First Reading	***5/18/2026***
Public Hearing and Second Reading	***6/15/2026***
Third and final Reading	***6/29/2026***

AGENDA

ITEM# 12

Council Member Comments