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Citizens may sign to speak in person at the Council Meeting before the regular meeting starts on the Public Comments Sign in Sheet outside the Council Chambers Doors to address County Services and Operations. Presentations are limited to 3 minutes per person, and total input is limited to 30 minutes. Written comments may be submitted by 1PM 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 1:00PM on Monday, April 21 2025, or sign in on the colored Public Hearing Sign in Sheet outside the Council Chambers Doors before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

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

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

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JASPER COUNTY COUNCIL COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Bldg.
358 3rd Avenue, Ridgeland, SC 29936

Monday, April 21, 2025

AGENDA

5:00 PM – Workshop:

- Broad River Euhaw Planning Area - Proposed Overlay District and Zoning
- Resolution #R-2025-29 a Resolution Approving, For Purposes of Section 147(F) of the Internal Revenue Code of 1986, as Amended (The “Code”), the Issuance of Not To Exceed \$855,000,000 Tax-Exempt Bonds To Be Issued By The National Finance Authority For The Benefit Of Novant Health, Inc

Call Workshop to Order - Chairman Kemp

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

Adjourn workshop.

6:00 PM – Meeting:

1. Call the Meeting to Order by Chairman Kemp

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

2. Pledge of Allegiance and Invocation:

3. Approval of the Consent Agenda Items:

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

4. Approval of the Regular Agenda:

PRESENTATION

5. [Bill Hager, State Representative District 122](#)

6. [Dean Moss, Port Royal Sound Foundation](#)

7. [Andrew Fulghum](#) - Termination of Building Resilient Infrastructure and Communities (BRIC) Grant for Jasper County's Stormwater Drainage Study

8. [Chairman Kemp's comments:](#)

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 6:00PM start time on the Sign-In Sheet on the Podium), to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes.

RESOLUTIONS

9. [Kimberly Burgess](#) – Consideration regarding Resolution [#R-2025-28](#) pursuant to Section 2-415 (a) of the Jasper County Code of Ordinances, exempting the proposed purchase of goods and/or services required to provide safety equipment for Detention Center employees, including body cameras and tasers, from the bidding and other requirements of the Jasper County Purchasing and Contracting Ordinance and authorizing the County Administrator to create the contracts and obtain the services on behalf of Jasper County, and matters related thereto. *(This item was tabled at the 04.07.2025 meeting; Public hearing held on 04.07.2025)*

10. [Andrew Fulghum](#) – Consideration of Resolution [#R-2025-29](#) a Resolution Approving, For Purposes of Section 147(F) of The Internal Revenue Code of 1986, as Amended (The "Code"), The Issuance of Not To Exceed \$855,000,000 Tax-Exempt Bonds To Be Issued By The National Finance Authority For The Benefit Of Novant Health, Inc.

11. [Kimberly Burgess](#) – Consideration of Resolution [#R-2025-31](#) Authorizing The Redemption Of The Remaining Outstanding St. Peters Parish/Jasper County Public Facilities Corporation Installment Purchase Revenue Bonds (County Office Building Projects), SERIES 2014; The Delivery Of A Conditional Notice Of Redemption And Certain Other Instruments By Jasper County, South Carolina; And Other Matters Relating Thereto.

12. [Kimberly Burgess and Chief Wells](#) – Consideration of Resolution [#R-2025-32](#) Authorizing the Sole Source Procurement of Pediatric Medication Software.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

13. **David Tedder** – Consideration of the **3rd Reading** of Ordinance **#O-2025-09** to amend and Re-number the Jasper County Code of Ordinances, Chapter 2 *Administration*, Article II *County Council*, Division 1, *Generally*, being codified as Sections 2-31 through Section 2-33C, Repealing as of July 1, 2025 Ordinance 08-20 Adopting the Jasper County Personnel Policies and Procedures Manual, as Amended, and Adding a New Section 2-72 in Article III, *Officers and Employees*, Regarding the Adoption of Personnel System Policies and Procedures. (*1st reading 03.17.2025; 2nd reading and public hearing 04.07.2025*)
14. **David Tedder** – Consideration of the **1st Reading** of Ordinance **#O-2025-10** authorizing the sale to 719 Holdings, LLC of 2.158 acre parcel, more or less, being subdivided out of the original 19.09 acre Parcel identified as Parcel B as shown on a Plat recorded at Plat Book 27 at Page 80, being a portion of tax parcel 048-00-01-005, and to authorize the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to 719 Holdings, LLC, or its assigns, and matters related thereto. (*Public Hearing Only 04.07.2025*)
15. **David Tedder** – Consideration of the **2nd Reading** of Ordinance **#O-2025-11** to amend the Jasper County Code of Ordinances by repealing Chapter 28, *Utilities*, Articles II through IV in their entirety and replacing them with a new Article II. (*1st reading 04.07.2025*)
16. **Lisa Wagner** – Consideration of the **3rd Reading** of Ordinance **#O-2025-06** to amend the Official Zoning Map of Jasper County so as to transfer two properties located at 345 Gassie Orr Road, bearing Jasper County Tax Map Numbers 020-00-03-006 and 020-00-03-102 from the Rural Preservation Zoning District to the Residential Zoning District on the Jasper County Official Zoning Map. (*1st reading 03.03.2025; public hearing 03.17.2025; 2nd reading 03.17.2025*)
17. **Lisa Wagner** – Consideration of the **3rd Reading** of Ordinance **#O-2025-07** to amend the Official Zoning Map of Jasper County so as to transfer a property located at 139 Hartwell Avenue, bearing Jasper County Tax Map Number 080-03-00-019 from the Mixed Business Zoning District to the General Commercial Zoning District on the Jasper County Official Zoning Map. (*1st reading 03.03.2025; public hearing 03.17.2025; 2nd reading 03.17.2025*)
18. **Andrew Fulghum** – Request to enter into Intergovernmental Agreement (IGA) with Beaufort, Colleton and Hampton Counties – Community Development Block Grant (CDBG) for Planning Services provided by the Lowcountry Council of Governments.
19. **Kimberly Burgess** - Consideration of Appointments to the Jasper County Accommodations Tax Advisory Committee
20. **Chief Wells** – Consideration of an acquisition of replacement of EMS Stretchers for two ambulances.
21. **Jim Iwanicki** – Consideration of bid recommendation of a container and compactor bid for the purchase of three (3) containers and two (2) compactors for use at the solid waste collection centers and to authorize the County Administrator or his designee to execute all documents necessary to complete the purchase.
22. **Kimberly Burgess** – Consideration of proposal recommendation for armed security services for the Jasper County Judicial Building, 967 W. Adams Street, Ridgeland, South Carolina and to authorize the County Administrator or his designee to execute all documents necessary to obtain the services.

23. Administrator's Report:

24. Approval of the Minutes 03.03.2025

25. Councilmember Comments and Discussion:

26. 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 – [Staff Personnel Policy](#)
- (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 – [Tax Map # 063-24-01-003; Jasper Telfair PDD and Development Agreement \(DA\)](#)
- (5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – [Project Quartz](#)

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

Return to Open Session

- 26.1 Action coming out of Executive Session

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

27. 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***](mailto:jcadministrator@jaspercountysc.gov) no later than 48 hours prior to the scheduled meeting

WORKSHOP AGENDA ITEM # 1

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #2024-__

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend Jasper County Zoning Ordinance, Article 5, *Zoning District Regulations*, to add two new primary zoning districts; Rural Preservation – 10 (RP10) and Village Commercial (VC), one new overlay district, Euhaw Overlay District (EOD); amend Article 6, *Use Regulations*, to add uses for the RP-10 and VC zoning districts; amend Article 7, *Primary Districts*, to add lot size, lot width, and setback requirements for RP-10 and VC zoning districts, amend lot width requirements in the Residential, Community Commercial, General Commercial, Industrial Development, and Mixed Business zoning districts, amend riparian buffer requirements, and add design standards for the Village Commercial zoning district; amend Article 8, *Special Purpose Districts*, to add design standards and requirements for the Euhaw Overlay District (EOD); Article 11, *Conditional Use Review and Regulations*; to add conditions for certain uses; amend Article 15, *Sign Regulations* to add standards for the RP-10 and VC districts; amend Article 22, *Rural Small Lot Subdivisions*, to provide alternative standards for subdivisions; and amend the Jasper County Official Zoning Map to re-zone some properties within the Euhaw Broad River Planning Area to the Rural Preservation-10 zoning district and the Village Commercial zoning district; Invoking application of the Pending Ordinance Doctrine; and other matters related thereto.

WHEREAS, Jasper County has been in the process of reviewing the Jasper County Comprehensive Plan, *Jasper's Journey* as required by Title 6, Chapter 29 of the SC Code of Laws; and

WHEREAS, Jasper County Council enacted a temporary moratorium for the Euhaw Broad River Planning Area on June 20, 2023 to allow for time to implement any changes to the Comprehensive Plan and/or zoning and land development regulations; and

WHEREAS, Jasper County Council is concerned over the impact of that new residential and commercial developments will have on road infrastructure, evacuation routes, streetscapes, traffic congestion, storm water, open space, natural habitats, and the quality of life in the Euhaw Broad River Planning Area; and

WHEREAS, several stakeholder meetings and public engagement meetings have been held over the past year; and

WHEREAS, the Jasper County Planning Department has prepared several zoning text amendments that are consistent with the Jasper County Comprehensive Plan and has submitted those zoning text amendments to the Jasper County Planning Commission; and

WHEREAS, the Jasper County Planning Commission reviewed the proposed zoning text amendments at their June 25, 2024 Special Called Meeting and recommends approval by Jasper County Council; and

WHEREAS, the Jasper County Council finds that it is in the public interest to invoke the pending ordinance doctrine upon first reading of this Ordinance, and announces a public hearing to be held prior to or at second reading of this Ordinance, tentatively scheduled for August 19, 2024 regularly scheduled County Council meeting; and

WHEREAS, this matter is now before the Jasper County Council for determination;

NOW THEREFORE BE IT ORDAINED by the Jasper County Council in council duly assembled and by the authority of the same, adopting and incorporating by reference the foregoing premises:

- 1. Amend Jasper County Zoning Ordinance, Article 5:1, *Zoning District Regulations***, to add two new Primary Zoning Districts, Rural Preservation-10 (RP10) and Village Commercial (VC), and one new Special Purpose District to the Chart of Zoning Districts, amended so as to read as follows:

5:1. Establishment of zoning districts.

PRIMARY DISTRICTS	
R	Residential
RP	Rural Preservation
RP-10	Rural Preservation (10)
RE	Resource Extraction
RC	Resource Conservation
VC	Village Commercial
CC	Community Commercial
GC	General Commercial
ID	Industrial Development
MB	Mixed Business

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

2. **Amend Jasper County Zoning Ordinance, Article 5.3, *Primary Districts***, to define the purpose and intent of both the RP-10 and VC Districts and clarify the intent of the Community Commercial and General Commercial Zoning Districts, as amended so as to read as follows:

RP-10 - RURAL PRESERVATION DISTRICT

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

The retention of open lands, woodlands, plantations, and farmlands, which make up a large part of this area, are essential to clean air, water, wildlife, natural cycles, and a balanced environment, among other things. This district is intended to promote a rural environment of larger acreage lots.

VC - VILLAGE COMMERCIAL

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

CC - COMMUNITY COMMERCIAL

The intent of this district is to provide commercial nodes **and more diverse housing options** in convenient and strategic locations of the county to meet "community needs, and to encourage clustering ~~commercial~~ development as opposed to strip commercial development and commercial sprawl. Community commercial areas are intended to provide adequate, logically placed and convenient locations for commercial establishments in relation to residential housing and to minimize trip generation for those living in ~~zoned rural preservation~~ **more rural areas of Jasper County.**

GC - GENERAL COMMERCIAL DISTRICT

This district is intended to support large commercial development(s) in major unincorporated areas of Jasper County, such as Point South, ~~during the time span of the county's comprehensive plan, to the year 2015.~~ This district is projected to have most public facilities and infrastructure in support of urban development such as schools, sewer, water, streets, etc., and as such is intended to provide the regulations and capital improvements

which will support new development. It consists of areas where development logically should locate as a consequence of planned public facilities and associated capital expenditures. District regulations permit limited development of generally suburban character, providing for a full range of commercial, institutional, industrial and residential uses.

3. **Amend Jasper County Zoning Ordinance, Article 5:4, *Special Purpose Districts***, to define the purpose and intent of the ECHOD Overlay District, amended so as to add to the end of section 5:4 as follows:

EOD EUHAW OVERLAY DISTRICT

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

4. **Amend Jasper County Zoning Ordinance, Article 6:1, *Permitted Use and Conditional Uses, Table 1***, to add uses for the RP-10 and VC zoning districts and amend other uses that aren't appropriate in their respective zoning districts. Minor changes will also be made to some uses in other zoning districts that seem to be inappropriate within the respective zoning district, amended so as to read as follows:

Section 6.1—Table 1

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Sector 11: Agriculture, Forestry, Fishing and Hunting (Sec. 6:2.16)												
Agricultural Production, Crops	111	N	N	P	P	P	N	N	P	P	P	N
Agricultural Production, Livestock, Animals	112											
Livestock, Except Feedlots (Article 11:7.1)	112111	C	N	C	C	C	N	N	N	P	C	N
Feedlots	112112	N	N	N	N	C	N	N	N	N	N	N
Poultry and Eggs (Article 11:7.2)	1123	C	N	C	C	C	C	C	N	N	C	N
Animal Specialties (Article 11:7.3)	1129	C	N	C	C	P	N	N	N	N	C	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Horses and Other Equine (Article 11:7.3.A)	11292	P-C	N	P	P	P	N	N	N	N	P	N
General Farms	11299	P-N	N	P	P	P	N	N	P	N	P	N
Fishing, Hunting, Trapping	1141-2	N	N	P	P	P	N	P	P	N	P	N
Agricultural Services	115	N	N	P	P	P	N	P	P	N	P	N
Forestry	11531	N	N	P	P	P	P	N	N	P	P	N
Sector 21: Mining and Mine Operation												
Mining (Article 11:7.4)	212	N	N	N	N	N	N	N	N	N	C	N
Sector 22: Utilities												
Electric, Gas, and Sanitary Services	221											
Electric	2211											
Generation	22111	N	N	N	N	P	N	N	P	P	N	N
Solar Electric Power Generation (Article 11:7.5A & 11:7.5B)	22114	C	C	C	C	C	C	C	C	C	C	C
Solar Farm (See Article 8:7)	22114											
Transmission	22112	P	P	P	P	P	P	P	P	P	N	P
Natural Gas Distribution	2212	P	P	P	P	P	P	P	P	P	N	P
Water Supply Systems	22131											
Storage/Treatment	22131	N	N	P	P	P	N	P	P	P	N	P
Transmission	22131	P	P	P	P	P	P	P	P	P	N	P
Sewerage Systems	22132											
Collection	22132	P	P	P	P	P	P	P	P	P	N	P
Treatment (Article 11:7.5)	22132	N	N	N	N	P	N	C	P	P	N	P
Sector 23: Construction												
Bldg. Construction-General Contract and Operative Builders	233	N	N	N	N	N	N	N	P	P	N	P
Heavy Construction other than Building Construction-Contractors	234	N	N	N	N	N	N	N	P	P	N	P
Special Trade Contractors (Article 11:7.6)	235	N	N	N	N	N	N	C	P	P	N	P
Sector 31-33: Manufacturing (Article 11:7.7)												

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Food	311	N	N	N	N	N	N	N	N	P	N	C
Beverage and Tobacco	312	N	N	N	N	N	N	N	N	P	N	C
Textile Mills	313	N	N	N	N	N	N	N	N	P	N	C
Textile Product Mills	314	N	N	N	N	N	N	N	N	P	N	C
Apparel	315	N	N	N	N	N	N	N	N	P	N	C
Leather and Allied Products	316	N	N	N	N	N	N	N	N	P	N	C
Wood Products	321	N	N	N	N	N	N	N	N	P	N	C
Paper	322	N	N	N	N	N	N	N	N	P	N	C
Printing and Related Activities	323	N	N	N	N	N	N	N	P	P	N	C
Petroleum Products	324	N	N	N	N	N	N	N	N	P	N	N
Chemical Products	325	N	N	N	N	N	N	N	N	P	N	N
Plastic and Rubber Products	326	N	N	N	N	N	N	N	N	P	N	N
Nonmetallic Mineral Products	327	N	N	N	N	N	N	N	N	P	N	C
Primary Metal	331	N	N	N	N	N	N	N	N	P	N	C
Fabricated Metal Products	332	N	N	N	N	N	N	N	N	P	N	C
Machinery	333	N	N	N	N	N	N	N	N	P	N	C
Computer and Electronic Products	334	N	N	N	N	N	N	N	N	P	N	C
Electrical Equipment, Appliances and Components	335	N	N	N	N	N	N	N	N	P	N	C
Transportation Equipment	336	N	N	N	N	N	N	N	N	P	N	C
Furniture and Related Products	337	N	N	N	N	N	N	N	N	P	N	C
Miscellaneous Manufacturing	339	N	N	N	N	N	N	N	N	P	N	C
Sector 42: Wholesale Trade (Article 11:7.8)												
Wholesale Trade-Durable Goods	421	N	N	N	N	N	N	N	P	P	N	P
Used Motor Vehicle Parts, (Article 11:7.8)	421140	N	N	N	N	N	N	N	N	C	N	N
Recyclable Material, (Article 11:7.8)	42193	N	N	N	N	N	N	N	N	C	N	N
Junkyards (Article 18)		N	N	N	N	N	N	N	N	C	N	N
Wholesale Trade-Nondurable Goods	422	N	N	N	N	N	N	N	P	P	N	P

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Sector 44-45: Retail Trade												
Motor Vehicle and Parts	441	N	N	N	N	N	N	N	P	P	N	P
Automobile Dealers (Article 11:7.9)	4411	N	N	N	N	N	N	C	P	P	N	P
Automotive Parts and Accessories Store (Article 11:7.9A)	441310	N	N	N	N	N	N	C	P	P	N	P
Furniture and Home Furnishings	442	N	N	N	N	N	P	P	P	N	N	P
Electronics and Appliances	443	N	N	N	N	N	P	P	P	N	N	P
Building Materials, Garden Supplies	444										N	
Lumber and Building Materials (Article 11:7.10)	4441	N	N	N	N	N	P	C	P	P	N	P
Lawn and Garden Equipment and Supplies Stores	4442	N	N	N	N	N	P	P	P	P	N	P
Food and Beverage Stores	445											
Grocery Stores	4451	N	N	N	N	N	P	P	P	N	N	N
Convenience Stores	44512	N	N	N	N	N	P	P	P	N	N	N
Specialty Stores	4452	N	N	N	N	N	P	P	P	N	N	N
Fruit and Vegetable	44523	N	N	P	P	P	P	P	P	N	N	N
Beer, Wine, and Liquor	4453	N	N	N	N	N	N	P	P	N	N	N
Health and Personal Care	446	N	N	N	N	N	P	P	P	N	N	N
Gasoline Stations (Article 11:7.10A)	447	N	N	N	N	N	C	P	P	P	N	N
Truck Stops	44719	N	N	N	N	N	N	N	N	P	N	N
Clothing and Accessory Stores	448	N	N	N	N	N	N	P	P	N	N	N
Sporting Goods, Hobbies, Books, and Music	451	N	N	N	N	N	P	P	P	N	N	N
General Merchandise Stores	452	N	N	N	N	N	P	P	P	N	N	N
Miscellaneous Retail	453	N	N	N	N	N	P	P	P	N	N	N
Flea Markets	4533	N	N	N	N	N	N	N	P	N	N	P
Manufactured Home Dealers	45393	N	N	N	N	N	N	P N	P	N	N	P
Non-Store Retailers	454	N	N	N	N	N	N	P	P	P	N	C
Fuel Dealers (Article 11:7.11)	45431	N	N	N	N	N	N	P	P	N	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
	Sector 48-49: Transportation and Warehousing											
Air Transportation (Article 8:3)	481	N	N	N	N	N	N	N	C	C	C	N
Rail Transportation	482	N	N	N	N	N	P	P	P	P	N	C
Water Transportation	483	N	N	N	N	N	P	P	P	P	N	C
Truck Transportation	484	N	N	N	N	N	N	N	P	P	N	C
Used Household and Office Goods Moving (Article 11:7.11A)	484210	N	N	N	N	N	N	C	P	P	N	C
Transit and Ground Passenger Transportation	485	N	N	N	N	€ N	N	P	P	P	N	C
Pipeline for Transportation	486	N	N	N	N	N	N	N	P	P	N	C
Scenic and Sightseeing Transportation Storage	487	N	N	P	N	N	N	N	P	P	N	C
Support Activities for Transportation	488	N	N	N	N	N	N	N	P	P	N	C
U.S. Postal Service	491	N	N	P	P	N	P	P	P	P	N	P
Warehousing and Storage	493	N	N	N	N	N	N	N	P	P	N	C
Motor Vehicle Towing (Article 11:7.11B)	488410	N	N	N	N	N	N	N	C	C	N	C
	Sector 51: Information											
Publishing Industries	511	N	N	N	N	N	N	N	P	P	N	P
Motion Pictures and Sound Industries	512	N	N	N	N	N	N	N	P	P	N	P
Motion Picture Theaters	512131	N	N	N	N	N	N	N	P	N	N	N
Broadcasting and Telecommunications	513	N	N	N	N	N	N	P	P	P	N	P
Communication Towers and Ant. (Article 11:7.12)	5131	C	C	C	C	C	C	C	C	C	C	C
Information Services and Data Processing	514	N	N	N	N	N	N	P	P	P	N	P
Libraries (Article 11:7.13)	51412	C	C	N	N	P N	P	P	P	P	N	N
	Sector 52: Finance and Insurance											
Banks	521	N	N	N	N	P N	N	P	P	P	N	N
Credit Intermediation	522	N	N	N	N	N	N	P	P	P	N	N
Pawn Shops	522298	N	N	N	N	N	N	N	P	N	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Security and Commodity Contracts, and Financial Investments	523	N	N	N	N	N	N	P	P	P	N	N
Insurance Carriers and Related Activities	524	N	N	N	N	N	N	P	P	P	N	N
Funds, Trust, and Other Financial Vehicles	525	N	N	N	N	N	N	P	P	P	N	N
Sector 53: Real Estate, Rental and Leasing												
Real Estate	531	N	N	N	N	N	N	P	P	P	N	N
Mini-Warehouses (Article 11:7.14)	53113	N	N	N	N	N	N	N	C	P	N	C
Rental and Leasing Services	532	N	N	N	N	N	N	P	P	N	N	P
Video Tape Rental	53223	N	N	N	N	N	N	P	P	N	N	N
Sector 54: Professional, Scientific, and Technical Services												
Professional, Scientific, Technical Services	541	N	N	N	N	N	N	P	P	P	N	P
Display Advertising - Signs	54185	See Article 15										
Veterinary Services	54194	N	N	N	N	P	N	P	P	N	N	P
Sector 55: Management of Companies and Enterprise												
Management of Companies and Enterprises	551	N	N	N	N	N	N	P	P	P	N	P
Sector 56: Administrative and Support, Waste Management and Remediation Services												
Administrative and Support Services	561	N	N	N	N	N	N	P	P	P	N	P
Repossession Services (Article 11:7.11B)	561491	N	N	N	N	N	N	N	C	C	N	C
Landscape Services	56173	N	N	N	N	N	N	P	P	P	N	P
Waste Management Services	562											
Waste Collection (Article 11:7.15)	5621	N	N	N	N	N	N	N	N	C	N	N
Hazardous Waste Treatment and Disposal	562211	N	N	N	N	N	N	N	N	N	N	N
Solid Waste Landfill (Article 11:7.16)	562212	N	N	N	N	N	N	N	N	C	N	N
Solid Waste Incinerators (Article 11:7.17)	562213	N	N	N	N	N	N	N	N	C	N	N
Repossession Services (Article 11:7.11B)	561491	N	N	N	N	N	N	N	N	C	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Material Recovery Facilities (Article 11:18)	56292	N	N	N	N	N	N	N	N	C	N	N
All Other Waste Management (Article 11:19)	56299	N	N	N	N	N	N	N	N	C	N	N
Sector 61: Educational Services												
Educational Services	611											
Elementary Schools	6111	P	N	P	P	N	P	P	P	N	N	N
Secondary Schools	6111	P	P	P	P	N	P	P	P	N	N	N
Jr. Colleges, Colleges, Universities, Professional Schools	6112-3	N	N	N	N	N	N	P	P	N	N	N
Business Schools, Computer, and Management Training	6114-5	N	N	N	N	N	N	P	P	P	N	N
Other Schools and Instruction (Article 11:7.19a)	6116	C	C	N	N	N	N	P	P	N	N	N
Educational Support Services	6117	N	N	N	N	N	N	N	P	P	N	N
Sector 62: Health Care and Social Assistance												
Ambulatory Health Care Services	621	N	N	N	N	N	P	P	P	N	N	N
Hospitals	622	N	N	N	N	N	N	P	P	N	N	N
Nursing and Residential Care Facilities	623	N	N	N	N	N	P	P	P	N	N	N
Nursing Care Facilities (Article 11:7.20)	6231	C	C	C	C	N	P	P	P	N	N	N
Community Care for Elderly (Article 11:7.21)	6233	C	C	C	C	N	P	P	P	N	N	N
Other Residential Care Facilities (Article 11:7.21A)	623990	C	C	C	C	N	P	P	P	N	N	N
Social Assistance	624	N	N	N	N	N	P	P	P	N	N	N
Individual and Family Services	6241	N	N	N	N	N	P	P	P	N	N	N
Community, Food, and Housing and Emergency and Relief Services	6242	N	N	N	N	N	P	P	P	N	N	N
Vocational Rehabilitation Services	6243	N	N	N	N	N	N	P	P	P	N	N
Day Care Services (Article 11:7.22)	6244	C	C	C	C	N	C	C	C	C	N	N
Sector 71: Arts, Entertainment, and Recreation												

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Performing Arts, Spectator Sports and Related Industries	711	N	N	N	N	N	N	N	P	N	N	N
Museums, Historical Sites, and Similar Institutions (Article 11:7.23)	712	N	N	C	C	C	C	P	P	N	N	N
Amusement, Gambling, and Recreation	713	N	N	N	N	N	N	N	P	N	N	N
Golf Courses and Country Clubs	71391	P	P	P	P	P	P	P	P	N	N	N
Marinas (Article 11:7.24)	71393	C	C	P	P	P	P	P	P	P	N	N
Gun Club and Skeet Ranges (Article 11:7.25)	713990	N	N	C	C	C	N	N	C	N	N	N
Sector 72: Accommodation and Food Services												
Accommodations	721											
Hotels and Motels	72111	N	N	N	N	N	N	P	P	N	N	N
Bed and Breakfast Inns (Article 11:7.26)	721191	C	C	C	C	C	P	P	P	N	N	N
Camps and Recreational Vehicle Parks (Article 11:7.27)	72121	N	N	C	C	C	C	C	C	N	N	N
Rooming and Boarding Houses, Dormitories, Group Housing	72131	N	N	N	N	N	N	P	P	N	N	N
Eating Places	7221-3	N	N	P	P	N	P	P	P	P	N	N
Fast Food Restaurants		N	N	P N	N	N	N	P	P	P	N	N
Drinking Places	7224	N	N	N	N	N	N	N	P	N	N	N
Sector 81: Other Services (except Public Administration)												
Auto Repair and Maintenance (Article 11:7.27A)	8111	N	N	N	N	N	N	C	C	C	N	C
Personal and Laundry Services	812											
Personal Care Services (Article 11:7.28)	8121	N	N	N	N	C N	N	P	P	P	N	N
Funeral Homes and Services	81221	N	N	N	N	N	P	P	P	P	N	N
Cemeteries (Article 11:7.29)	81222	N	N	C	C	C	C	C	C	C	N	N
Crematories	81222	N	N	N	N	N	N	P	P	P	N	P
Laundry and Dry Cleaning Services	8123	N	N	N	N	N	N	P	P	P	N	P

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Coin Operated Laundries/Dry Cleaning	81231	N	N	N	N	N	N	P	P	N	N	N
Pet Care Services (Except for Animal Shelters)	81291	N	N	N	N	N	N	N	P	P	N	N
Animal Shelters Only (Article 11:7.29A)	812910	N	N	N	N	C	N	N	P	P	N	N
Automotive Parking Lots and Garages	81293	N	N	N	N	N	N	P	P	P	N	P
Sexually Oriented Business (Article 17)	81299	N	N	N	N	N	N	N	C	N	N	N
All Other Personal Services	81299	N	N	N	N	N	N	P	P	N	N	N
Religious, Fraternal, Professional, Political, Civic, Business Organizations	813											N
Religious Organizations	81311	P	P	P	P	P	P	P	P	P	N	N
All Other Organizations	8132-9	N	N	N	N	N	P	P	P	P	N	N
Sector 92: Public Administration												
Executive, Legislative, and General Govt.	921	N	N	N	N	N	P	P	P	P	N	P
Justice, Public Order and Safety	922	N	N	N	N	N	N	P	P	P	N	P
Courts	92211	N	N	N	N	N	N	P	P	P	N	P
Police Protection	92212	P	P	P	P	P	P	P	P	P	N	P
Correctional Institutions	92214	N	N	N	N	N	N	N	N	P	N	P
Fire Protection	92216	P	P	P	P	P	P	P	P	P	N	P
Administration of Human Resources	923	N	N	N	N	N	N	P	P	P	N	P
Administration Of Environmental Quality and Housing Program	924-5	N	N	N	N	N	N	P	P	P	N	P
Public Parks and Recreation	924120	P	P	P	P	P	P	P	P	P	N	P
Administration of Housing, Planning, CD Programs	925	N	N	N	N	N	N	P	P	P	N	P
Administration of Economic Programs	926	N	N	N	N	N	N	P	P	P	N	P
Residential Uses												
Site Built Housing												
Existing Single-Family Detached	NA	P	P	P	P	P	P	P	P	N	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Single-Family Detached	NA	P	P	P	P	P	P	P	P	N	N	N
Second Single-Family Residential Dwelling Unit (Sec. 11:7.30)	NA	C	N	C	C	N	C	C	N	N	N	N
Duplexes (Sec 11:7.31)	N/A	N	N	N	N	N	C	C	C	N	N	N
Multi-Family Apartments (Sec 11:7.31A)	N/A	N	N	N	N	N	N	C	C	N	N	N
Townhouses (Sec 11:7.32)	N/A	N	N	N	N	N	N	C	C	N	N	N
Patio Houses (Sec 11:7.33)	N/A	N	N	N	N	N	N	C	C	N	N	N
Manufactured Housing (Article 12:9)												
Residential Designed (Sec. 11:7.30B)	NA	P	N	P	P	P	C	C	N	N	N	N
Standard Designed (Sec. 11:7.30B)	NA	P	N	P	P	P	C	C	N	N	N	N
Second Unit, Family Member Only (Sec. 11:7.34)	N/A	C	N	C	C	N	C	C	N	N	N	N
Family Estate												
Existing Single-Family Detached (Sec. 11:7.35)	NA	C	N	C	C	N	C	C	C	N	N	N
Single-Family Detached (Sec. 11:7.35)	NA	C	N	C	C	N	C	C	C	N	N	N
Manufactured Housing, Residential Designed (Sec. 11:7.35)	NA	C	N	C	C	N	C	C	C	N	N	N
Manufactured Housing, Standard Designed (Sec. 11:7.35)	NA	C	N	C	C	N	C	C	C	N	N	N
Accessory Uses to Residential Uses												
Bathhouses and Cabanas	NA	P	P	P	P	P	P	P	P	N	N	N
Domestic Animal Shelters	NA	P	P	P	P	P	P	P	P	N	N	N
Non-Commercial Greenhouses	NA	P	P	P	P	P	P	P	N	N	N	
Private Garage and Carport	NA	P	P	P	P	P	P	P	P	N	N	N
Storage Building	NA	P	P	P	P	P	P	P	P	N	N	N
Swimming Pool, Tennis Courts	NA	P	P	P	P	P	P	P	P	N	N	N
Auxiliary Shed, Workshop	NA	P	P	P	P	P	P	P	P	N	N	N
Home Occupation (Article 11:7.34)	NA	C	C	C	P	C	C	C	C	N	N	N
Horticulture, Gardening	NA	P	P	P	P	P	P	P	P	N	N	N

	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Family Day Care Home	NA	P	P	P	P	P	P	P	P	N	N	N
Satellite Dishes, etc.	NA	P	P	P	P	P	P	P	P	N	N	N
Accessory Uses to Non-Residential Uses												
Buildings, Structures, Lift Stations, etc. (Article 11:7.35)	NA	N	N	C	C	C	C	P	P	P	N	C
Open Storage (Article 11:7.36)	NA	N	N	N	N	C	N	C	C	C	C	C
Temporary Uses												
All Temporary Uses; Non-Residential (Article 11:7.37)	NA	C	C	C	C	C	C	C	C	C	C	C
Temporary Accessory Dwelling Unit (Article 11:7.38)	NA	C	C	C	C	C	C	C	C	N	N	C

5. Amend Jasper County Zoning Ordinance, Article 7:3, Table 1, *Yard and Setback Requirements*, to add lot size, lot width, and setback requirements for RP-10 and VC zoning districts and increase minimum lot widths in the Residential, Community Commercial, General Commercial, Industrial Development, and Mixed Business zoning districts, amended so as to read as follows:

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

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

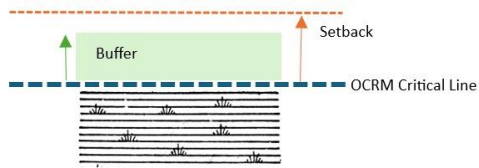
****These standards may be modified for subdivisions approved in accordance with the development standards set forth in Article 12.9, Open Space Subdivisions.**

	Multi-Family, Single-Family and Nonresidential Uses											Patio	Duplex	Townhome
	R	RP	RP-10**	RC	VC	CC	GC	ID	RE	MB	All Districts			
Minimum Yard and Building Setback (feet)														
Minimum lot width	50 100	200	200	200	50 100	80 100	80 100	90 100	200	90 100	Minimum lot width	45	50	20
Front														
Major Street (Multi-Lane)	60	60	60	60	60	60	60	60	200	60	Major Street (Multi-lane)	60*	60*	60*
Major Street (Two-lane)	35	45	45	45	35	35	35	45	200	45	Major Street (Two-lane)	35	35	35
Minor Street	25	25	25	25	25	25	25	25	160	25	Minor Street	25	25	20
Side														
Residential	10	25	25	50	5	5	5	N/A	N/A	N/A	Interior	N/A	0	0
Non-residential	10	25	25	50	5	5	5	10	100	10	Street-side/Exterior	5	10	5
Rear														
Residential	25	25	25	100	10	10	10	N/A	100	N/A	Residential	20	20	5
Non-residential	40	50	50	150	10	10	10	15	100	15	Non-residential	N/A	N/A	N/A
*Access to units along a multi-lane major street shall generally have a common access onto a frontage road or similar, which shall be considered a minor street; the frontage road or similar may encroach into the 60' front setback from the multi-lane major street.														
**These standards may be modified for subdivisions approved in accordance with the development standards set forth in Article 22, Rural Small Lot Subdivisions.														

- 6. Amend Jasper County Zoning Ordinance, Article 7:4, Riparian Buffers,** to add language to provide a setback from the riparian buffer requirements and amend the buffer widths in the riparian buffer and setback table, to read as follows:

A riparian buffer shall be provided along tidelands, wetlands, streams and rivers. Buffers and setback lines are measured from OCRM designated critical lines for tidelands; delineation lines for wetlands; and from stream banks and river banks. Setbacks are inclusive of the required buffer

area. For example, an individual dwelling unit requires a 50' undeveloped buffer from the OCRM critical line and an additional 10' setback for the building (a total of 60' setback from the OCRM critical line).



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

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

Riparian Buffer and Setback Table

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

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

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

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

Uses Allowed Between Building Setback and River Buffer. The area located between the building setback and river buffer is called the transitional buffer. The purpose of this buffer is to

allow for a construction envelope between the building and river buffer for the river buffer to be protected from construction damage. The following uses are permitted within the transitional buffer once construction is completed:

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

7. **Amend Jasper County Zoning Ordinance, Article 7, *Primary Districts***, to add a new section, **Article 7:6, *Village Commercial Design Standards***, as amended, so as to read as follows:

7:6. Village Commercial Design Standards

7:6.1. *Intent.* The architectural design of retail and commercial buildings must consider the desire of Jasper County to create and enhance the community's image. Jasper County's identity and sense of place will be strengthened through thoughtful design and development, reflecting the Lowcountry vernacular.

7:6.2. *Architectural design and materials.* Generally, architectural design shall contribute to the sense of place of Jasper County and reflect designs, materials, and colors historically present in the region. Building elevations must consider the surrounding area and further enhance community character. Lowcountry architecture is rooted in practicality, climate responsiveness, and a sense of place.

1. *Size:* Commercial buildings shall generally be limited to 2,500 square feet of heated floor area.
2. *Design Principles:*
 - a. *Proportion and Order:* Proper proportions are essential for timeless architecture. Buildings should adhere to human scale, emphasizing vertical proportions. Elements should generally be taller than they are wide.
 - b. *Exterior Walls:* Lowcountry buildings feature raised foundations, deep porches, and simple elegance. Materials should create strong textures and shadow lines.
 - c. *Porches and Balconies:* Deep porches are iconic in Lowcountry design. They provide shade, encourage outdoor living, and foster community interaction.
 - d. *Window and Shutter Design:* Windows should be vertically proportioned, reflecting the human scale. Shutters, if used, should be functional and appropriately sized.
 - e. *Entry and Door Design:* Entryways play a significant role in Lowcountry design. They should be welcoming and well-proportioned. Doors can be solid wood or glass, reflecting the overall style.
 - f. *Roofs:* Roofs should complement the building's proportions. Gabled, hipped, or shed roofs are common. Metal roofing is practical and adds character.
 - g. *Fences, Walls, & Gates:* Fences and walls define property boundaries. They can be decorative or functional. Gates should be well-designed and in harmony with the overall aesthetic.
 - h. *Accessory buildings:* Outbuildings, such as sheds or storage areas, should blend seamlessly with the main house. Their design should follow the same principles as the primary structure.

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

- e. Access ways and parking lots shall be paved or, at the discretion of the Planning Director, may be surfaced using low-impact, contextual materials. Parking shall generally be located to the side of the building.

10. *Exterior materials and features prohibited:*

- a. Plywood, cinderblock, unfinished poured concrete, unfaced concrete block, plastic and/or metal.
- b. Partial (less than three sides) mansard roofs, flat roofs without a pediment, unarticulated roofs having a length exceeding 50 feet.
- c. Unarticulated facades having a length exceeding 50 feet.
- d. Incongruous architectural details or color contrasts as determined by the DSR or BZA.
- e. Chain link or woven metal fences.
- f. Reflective materials, including highly reflective glass. Window painting or view-blocking techniques are generally not permitted.

Design elements that may function as signage, roof lights, exposed neon lighting, exposed neon signage, illuminated trim of buildings or building elements, translucent awnings or illumination of translucent awnings, or any other undesirable design element, as determined by the DSR.

11. *Screening.*

- a. Mechanical equipment should not be located on the roof of a structure unless the equipment can be screened. The mechanical equipment should be clustered as much as possible. All rooftop equipment must be painted to match the surrounding rooftop color, if anticipated to be visible from any existing or future surrounding building, property or street. All mechanical equipment such as compressors, air conditioners, communications equipment, and any other type of mechanical equipment must be screened on all sides to full height by building parapet walls or other building elements that appear as integral elements of the overall building design, unless approved otherwise by the DSR.
- b. Ground level mechanical equipment shall be screened with landscaping and architectural walls using materials compatible with the building.
- c. Loading, service, and trash areas must be screened with walls that match the building materials and colors. Screen walls must be of sufficient height to fully screen utility areas from public view.

8. **Amend Jasper County Zoning Ordinance, Article 8, *Special Purpose Districts***, to add a new section at the end of Article 8, **Article 8:9, *Euhaw Overlay District (EOD)*** to include use regulations and design standards, as amended so as to read as follows:

8:9. Euhaw Overlay District (EOD).

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

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

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

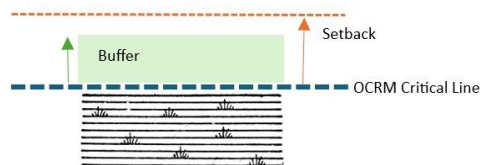
8:9.3. *Use Regulations:* Uses shall be governed by the underlying zoning district. Within the **Euhaw Overlay District (EOD)**, zoning map amendments shall be evaluated within the following criteria:

1. No property shall be rezoned to a nonresidential district unless it is located at the intersection of a state highway or major roadway with another existing street with access provided by the lower-order street.
2. No property shall be zoned to Residential (R) unless designated in a Transition Zone according to the Future Land Use Map.

8:9.4 *Design and development standards.*

1. *Riparian Buffers*

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



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

Riparian Buffer and Setback Table

Water Resource	Individual Septic Tank and Drain Field	Engineered Wastewater Treatment System	Primary Structure Buffer	Primary Structure Setback	Accessory Building (under 750 square feet) Setback
Critical Area (Coastal Waters, Tidelands, Beach/Dune System)	200'	2000' 1000'	75'	100'	85'
Jurisdictional Wetlands, Saltwater or Freshwater	200'	2000' 1000'	50'	75'	80'
Non-Jurisdictional Wetlands, Saltwater or Freshwater	200'	2000' 1000'	50'	75'	80'
Rivers, Streams, including stormwater management facilities such as ditches and	200'	2000'	75'	100'	85'

swales which discharge into the Broad River and/or its tributaries					
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2. *Requirements for lots served by septic tanks*

- a. Minimum lot size required. For properties not served by public sewer, no new lot shall be created after the [EFFECTIVE DATE] smaller than one acre in size. For lots with a second dwelling unit, the minimum lot size shall be two acres.
- b. Septic Reserve Area required. Properties within the **EOD** are required to demonstrate an area of the property which is to remain undeveloped for use as a septic reserve area (SRA). The SRA must be shown as a part of the septic system prior to the issuance of a building permit. Lots of record as of [EFFECTIVE DATE] may be exempt from this requirement at the discretion of the DSR.
- c. The distance between the septic tank drain field and ground water shall be a minimum of twenty-four (24) inches.

3. *Access management*

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

- a. Consolidation of Access Points:
 - i. Driveway and/or other access separation along the corridor shall be in accordance with the SCDOT, Access and Roadside Management Standards. In no event, however, shall residential driveways and non-residential full-access curb cuts be permitted at spacing less than as follows:
 1. Principal Arterial road: 1,500 feet
 2. Minor Arterial road: 1000 feet
 3. Major Collector road: 800 feet
 4. Minor Collector road: 400 feet
 5. Residential/Subcollector road: 200 feet
 - ii. Shared driveways between two or more parcels shall be required where there is not a conflict in use and a shared driveway is not restricted by topography or other existing site features. Shared driveways shall require mutually executed shared access agreements; and
 - iii. Unless restricted by topography or other natural site features, adjoining parking lots serving non-residential buildings of non-conflicting use shall be connected and shall require mutually executed shared access agreements.
- b. Stub Outs:
 - i. Where an undeveloped adjacent parcel exists, a stub out or cross-access easement for future stub out, shall be required to allow for connection to future parking and/or shared driveways; and
 - ii. Where a developed adjacent parcel exists, existing stub outs shall be utilized.

4. *Stormwater Management*

- a. The SoLoCo stormwater management standards shall be applicable to all new residential subdivisions and nonresidential developments within the ECHOD. This standard shall be reviewed to determine if this standard creates unreasonable hardships on landowners within this district within 18 months of the adoption date of this ordinance.

5. *Nonconforming lots.*

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

- a. There is conformance to the minimum yard setback requirements set forth in this ordinance for the district in which the use is located.
- b. All other standards of the ordinance are met.

9. **Amend Jasper County Zoning Ordinance, Article 11.7, *Industry Specific Conditional Use Regulations***, to add conditions for horses to be allowed conditionally in the Residential zoning district, add conditions for gasoline stations to be allowed conditionally in the Village Commercial zoning district, re-number section 11:7.10, add “village commercial” district to the conditions for manufactured housing, and add RP-10 and VC to the Family Estate Density Table, as amended, so as to make changes to the sections outlined below:

11:7, Industry Specific Conditional Use Regulations

11:7.3.A. *Sector 1129: Horse and Equine.*

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every one-half acre.
3. Horse stables shall be a minimum of ~~400~~ 150 feet from any residential property line. No corral or riding area shall be permitted within 25 feet of any residential property line.

11:7.10.A. *Sector 447: Gasoline Stations.*

1. No more than two (2) single or double-sided fuel pumps are permitted.
2. Fuel islands shall not be located in the front yard unless permitted by the BZA due to physical site limitations or constraints.

11:7.10.B. *Sector 45393: Manufactured Home Dealers.*

11:7.30.B. *Manufactured housing* in community commercial and village commercial. Where other residential care facilities are allowed as a conditional use, such uses shall meet the following requirements:

1. The standards for manufactured housing in community commercial and village commercial districts shall be the same as the standards for manufactured housing and single-family housing in the residential district, including but not limited to lot area, setbacks, and densities, as if in the residential district.

2. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.
3. Any applicable overlay district requirement shall be applied.

11:7.35 Family Estate. The purpose of the Family Estate is to address situations where there are title issues, i.e heirs property; and to support a traditional family way of life; and to respect cultural and historical settlement patterns in Jasper County. For purposes of this subsection, a single family dwelling unit includes, stick built house, manufactured homes, and modular homes. Family Estate shall meet the following requirements, where conditionally permitted by Table 6:1:

1. If the property is "heirs property", the county shall permit additional family dwelling units and/or permit a subdivision by the person or persons in control of the property (i.e. the family member or members who pays taxes, occupies the property), upon application and determination that both of the following are satisfied:
 - a. Either a single member of the family, multiple members of the family, or an unbroken succession of family members have owned the property for no less than 30 years.
 - b. The person for whom the family dwelling unit is to be built and/or the property subdivided, is related to the owner of the property by blood, marriage, or adoption.
2. Single family dwelling unit design is as follows:
 - a. Family dwelling units may be built at the densities set forth in Family Estate below as limited by subsection (4) of this section.

FAMILY ESTATE DENSITY TABLE

Density (Units per Acre)			
Minimum Site Area (acres)	Zoning of the property is Residential, Village Commercial, Community Commercial or General Commercial:	Zoning of the property is Rural Preservation:	Zoning of the property is Rural Preservation – 10 (RP-10)
1	2	1	1 Unit/10 acres
2	4	2	
3	6	3	
4	8	4	
5	10	5	
6	12	6	
7	12	7	
8	12	8	

9	12	9	
10	12	10	
11	12	11	
12 or More	12	12	

- b. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map to demonstrate conditional use compliance at time of application. The following must be demonstrated:
 - i. All applicable lot area and setback requirements are met for all units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;
 - ii. If not connected to sewer, the lot is sufficient in size and shape so that all of the units can be designed around separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
 - c. No family dwelling unit shall be built unless the appropriate agency has determined that septic and water supply systems and reserve areas in the family estate are sufficient to serve all units in the estate and are properly permitted. If three or more units are served by a single well, the well must be properly licensed and maintained in accordance with SC DHEC standards.
 - d. Paved roads may not be required, but must comply with standards pursuant to Section 7.1 of the Jasper County Land Development Regulations. Any placement of homes under this section shall be accompanied by covenants and cross easements, or similar restrictions and reservations, guaranteeing essential infrastructure and 50 feet of vehicular access for each family subdivided lot.
3. No family dwelling unit shall be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
4. No portion of a tract of land under this section shall be conveyed for five years from the date of approval unless the grantee is related to the property owner by blood, marriage, or adoption. This limitation on conveyance shall:
 - a. Be recorded on the plat of the applicant's property, on the plats of any property subdivided and conveyed by the applicant under this section, and in a database accessible to county staff.
 - b. Not operate to prohibit actions in foreclosure brought by lenders that are participating in the secondary mortgage market.
 - c. Not operate to prohibit sale by the county of the entire tract or a portion of it for

nonpayment of property taxes.

5. Violations and penalties for violation of this section are as follows:

- a. Any person found in violation of this section may be assessed a fine of the maximum allowed by state law for each dwelling unit in violation.
- b. A violation of this section shall consist of the following:
 - i. Intentional misrepresentation during the application process;
 - ii. Lease of a family dwelling unit to a nonfamily member within five years of approval; or
 - iii. Conveyance of any portion of a tract of land under this section to a nonfamily member within five years of approval.
- c. The fine may be waived if it can be shown that lease or conveyance to a nonfamily member was absolutely necessary to avoid foreclosure on either a family dwelling unit or any portion of a tract granted a density bonus under this section.
- d. Until the fine has been paid, the DSR shall not permit additional family dwelling units or further subdivision under this section in the violator's family estate.
- e. As a condition of approval, the applicant and the person for whom the family dwelling unit is to be built or the property subdivided shall read and sign disclosure forms describing violations of this section and applicable penalties.
- f. A violation shall not have the effect of clouding the title of a parcel subdivided under this section.

6. Applicants must submit a sworn affidavit with the following information:

- a. Certification that the parcel in question has been in the family for at least 30 years as required by this section.
- b. An agreement that all new parcels subdivided from the parent parcel shall be owned or used by family members or as otherwise provided for in this section.
- c. Acknowledgment that resale of any parcel approved as part of a family estate shall be restricted for five years as provided for in this section.

7. If the property leaves the family, the new owner must comply with all applicable sections of the Jasper County Zoning Ordinance and Jasper County Land Development Regulations as it relates to minimum lot sizes, densities, setback requirements, access roads, mobile home park standards, and major or minor subdivision regulations.

10. Amend Jasper County Zoning Ordinance, Article 15:6.3, Regulation for Signs, to add RP-10 and VC zoning districts to the Sign Regulations Table, so as to read as follows:

Sign Regulation

Type	Zoning District	Maximum Sign Area (square feet)	Maximum Height (feet)	Maximum Sign Width (feet)	# of Faces Allowed
Flags	VC, CC, GC, MB, ID, PDD	In accordance with the Flag Manufacturers Association of America (FMAA) specifications based on height of flagpole	1 flag per development at 60'; or 3 flags per development at 35'	n/a	n/a
	R, RP, RP-10, RC		3 flags at 35'	n/a	n/a
Freestanding Signs-Including Monument, Ground, Pedestal	RC, RP, RP-10, RE, R	25 per face, 50 total	Monument 6, Freestanding 8	10	2 back to back
	VC, CC	40 per face, 80 total	Monument 7, Freestanding 8	12	2 back to back
	GC, ID, PDD	55 per face, 110 total	Monument 7, Freestanding 15	16	2 back to back
	Commercial Centers greater than 5 acres, consisting of multiple lots	80 per face, 160 total	Monument 8, Freestanding 20	16	2 back to back
Freestanding Signs-Hanging Sign	GC, ID, VC, CC, PDD	8 per face, 16 total	Top edge of sign face not to exceed 6 feet above ground level	4	2 back to back
	RC, RP, RP-10, RE, R	8 per face, 16 total	Top edge of sign face not to exceed 6 feet above ground level	4	2 back to back
Wall Signs	GC, ID, VC, CC, PDD	10% of wall. The total area of wall signs shall not occupy more than 10% of the area of the wall upon which they are placed.	80% of wall height.	80% of wall width.	One sign per tenant per side. Tenant signs must be located on the facade of the tenant space being identified.

	RC, RP, RP-10 RE, R	X	X	X	X
Projecting Signs	GC, ID, VC, CC, PDD	8 per face, 16 total	Bottom of sign must be at least 8 feet above ground level or sidewalk.	4	Two total faces. One sign allowed per business at business entrance.
	RC, RP, RP-10 RE, R	X	X	X	X
Directory Signs	GC, ID, VC CC, PDD	25 per face	8		Four total faces. One sign is allowed per primary access.
	RC, RP, RP-10, RE, R	X	X	X	X
Window Signs	VC, GC, ID, CC, PDD	Not more than 25% of surface of window	n/a	n/a	n/a
	RC, RP, RP-10, RE, R	X	X	X	X
Awnings and Canopies	VC, GC, ID, CC, PDD	1/3 of canopy or awning	Bottom of awning or canopy must be at least 7 feet above ground level or sidewalk.	n/a	n/a
	RC, RP, RP-10, RE, R	X	X	X	X

Additional Requirements from Table:

- A. **Freestanding Signs.** Freestanding signs shall be separated by a distance of no less than five hundred (500) foot intervals along each street frontage of the premises.
- Each lot of record shall be allowed one (1) sign except a corner lot where a total of two (2) signs may be permitted, one on each road frontage, provided that the total linear frontage is a minimum of three-hundred (300) feet per side.
 - Masonry bases must that match the associated building(s). Landscaping shall be planted to minimize the appearance of the poles or braces.
- B. In lieu of a freestanding sign, a development may use signs on entrance structures such as fences or walls. The number of sign faces is limited to two (2) per entrance, on either side of

the entrance, and confined to the entrance area. The distance between sign faces shall not exceed one hundred (100) feet. Such signs are subject to the size limitations of this Section.

11. Amend Jasper County Zoning Ordinance, to add a new section, **Article 22, Rural Small Lot Subdivision**, to provide alternative standards for subdivisions, as amended, so as to read as follows:

ARTICLE 22. RURAL SMALL LOT SUBDIVISION STANDARDS

22.1. Purpose

The purpose of this Article is to maintain the character and heritage of the rural landscape by providing flexibility through alternative standards for the subdivision of rural lands in Jasper County in exchange for permanent protection of open space.

22.2. Applicability

The standards found in this Article are permitted within the Rural Preservation-10 zoning district.

22.3. Definitions

Base Site Area. The Base Site Area consists of the parent parcel minus areas not suitable for development due to legal, physical, natural, or other constraints. The Base Site Area shall be determined as follows:

Parent parcel gross site area as determined by actual survey:

Minus Land separated by a road or utility right-of-way

Minus Land within existing roads' ultimate rights-of-way

Minus Land separated by water and/or marsh

Minus Existing natural water bodies on the property, jurisdictional and non-jurisdictional wetlands, and land/tidal wetlands seaward of the OCRM critical line

Minus Land previously dedicated as open space

Equals = Base Site Area

Open Space Preservation Area. The land within the subdivision that is left undeveloped in exchange for reduction in lot size and/or other development requirements.

Parent Parcel. The parent parcel constitutes the parcel to be subdivided.

22.4. Development Standards.

Rural small lot subdivisions shall be subject to the following standards.

Table 1: Development Standards	
Maximum Density	1 principal dwelling unit per 5 acres
Minimum Lot Area	1 acre
Minimum Lot Width	150 feet
Minimum Setbacks ²	
Front (major street, multi-lane)	60 feet

Front (major street, two-lane)	45 feet
Front (minor street)	25 feet
Side	25 feet
Rear	25 feet
¹ Base site area	
² Setbacks shall also apply to Open Space Protection Areas	

22.5. Open Space Preservation Area (OSPA) Standards.

Open space preservation areas shall be contiguous to the maximum extent practicable.

The OSPA must consist of a minimum of fifty percent (50%) of the base site area.

In instances where natural features (wetlands, waterbodies, forested areas, etc.) are part of a larger system which extends to adjacent property(ies), these areas shall be prioritized for protection. In instances where an existing parcel has already established open space preservation areas, the proposed rural lot subdivision shall include open space protection of natural features contiguous with the adjacent property(ies).

Land dedicated to open space shall not include land dedicated for uses such as community swimming pool(s), clubhouse(s), and similar uses. Recreational amenities, such as walking/biking trails, may be permitted within the OSPA in conformance with applicable state and federal laws. Recreational lakes or ponds used for storm water management and designed as naturalized features may be included in the land designated as open space. Fenced detention or retention areas used for storm water management shall not be included in the calculation of required open space.

The owner and developer, or subdivider, shall select land dedicated for open space purposes and type of ownership. The open space preservation area may remain with the parent parcel to be held in single ownership or subdivided into a separate parcel. In either case, a note shall appear on the plat and recorded in the deed that development of the open space preservation area is prohibited.

Type of ownership may include, but is not necessarily limited to, the following:

1. The County, subject to acceptance by the governing body;
2. Other public jurisdictions or agencies, subject to their acceptance;
3. Non-profit or quasi-public organizations committed to the protection and conservation of open space, subject to their acceptance;
4. Homeowner or cooperative associations or organizations; or
5. Shared, undivided interest by all property owners within the subdivision.

Maintenance of open space - The person(s) or entity identified above, as having the right to ownership or control over open space, shall be responsible for its continuing upkeep and proper maintenance.

22.6. Restrictions on Future Subdivisions.

A note shall appear on all plats for rural small lot subdivisions specifying the number of remaining by-right lots that can be subdivided from the parent tract. If all by-right lots are subdivided, the note shall state that remaining subdivisions of the parent parcel shall be prohibited, except in compliance with the open space preservation standards specified in Section 22.5.

12. Amend the Official Zoning Map of Jasper County so as to transfer the following properties from the Rural Preservation Zoning District to the Rural Preservation-10 (RP-10) Zoning District: 000-00-00-000; 027-00-02-045; 044-00-03-001; 044-00-03-002; 045-00-03-001; 045-00-03-002; 045-00-03-003; 060-00-04-005; 060-00-05-036; 062-00-09-001; 062-00-09-002; 062-00-09-040; 062-00-10-039; 062-00-10-085; 063-00-06-001; 063-22-02-006; 063-22-02-011; 064-00-01-001; 064-00-07-006; 064-00-07-025; 064-00-07-026; 064-00-08-002; 064-00-08-012; 064-00-08-016; 064-00-08-020; 064-00-08-021; 064-00-08-022; 064-00-08-027; 064-00-08-032; 064-00-08-049; 064-00-09-011; 064-16-00-003; 064-28-01-003; 064-28-01-011; 065-00-01-001; 065-00-01-002; 065-00-01-003; 065-00-01-005; 066-00-00-002; 081-00-01-012; 081-00-02-001; 081-00-02-002; 081-00-02-003; 081-00-02-004; 081-00-02-005; 081-00-02-007; 081-00-02-008; 081-00-02-010; 081-00-02-011; 081-00-03-001; 081-00-04-017; 081-00-04-020; 082-00-01-011; 082-00-02-002; 082-00-02-003; 082-00-02-014; 082-00-05-002; 082-00-05-003; 082-00-05-004; 083-00-02-003; 083-00-03-003; 083-00-03-008; 083-00-03-073; 083-00-03-080; 083-00-03-081; 083-00-03-083; 083-00-03-087; 083-00-04-001; 083-00-04-003; 083-00-04-007; 083-00-04-017; 083-00-05-002; 083-00-05-023; 083-00-06-015; 083-00-06-016; 083-00-06-071; 083-00-06-076; 083-00-06-077; 083-00-06-079; 083-00-06-080; 083-00-07-001; 084-00-01-005; 084-00-01-019; 084-00-01-070; 085-00-01-005; 085-00-01-013; 085-00-02-053; 085-00-02-056; 085-00-02-002; 085-00-02-057; 085-00-03-054; 085-00-06-028; 085-00-08-006; 085-00-08-026; 085-08-00-021; 086-00-01-004; 086-00-01-029; 086-00-01-031; 086-00-01-032; 086-00-01-035; 086-00-01-045; 086-00-02-051; 086-00-02-062; 086-00-02-063; 086-00-02-068; 086-00-04-001; 086-00-04-002; 086-00-04-020; 086-00-04-021; 086-00-04-022; 086-00-04-023; 086-00-04-024; 086-00-05-001; 087-00-01-001; 087-00-01-002; 087-00-02-001; 087-00-02-002; 087-00-03-001; 087-00-03-014; 087-00-03-015; 087-00-03-016; 087-00-09-014; 087-00-09-016; 087-00-09-017; 087-00-09-022; 087-00-09-023; 087-00-09-031; 087-00-09-045; 087-00-09-048; 088-00-01-001; 088-00-02-011; 092-00-00-001; 094-00-00-049; 094-00-00-062; 094-00-00-076; 094-00-00-118; and 097-00-00-001

13. Amend the Official Zoning Map of Jasper County so as to transfer the following properties from the Community Commercial Zoning District to the Rural Preservation-10 (RP-10) Zoning District: 087-00-03-001

14. Amend the Official Zoning Map of Jasper County so as to transfer the following properties from split zoned Rural Preservation and Community Commercial Zoning Districts to the Rural Preservation-10 (RP-10) Zoning District: 083-00-06-070

15. Amend the Official Zoning Map of Jasper County so as to transfer the following properties from split zoned Rural Preservation and Residential Zoning Districts to the Rural Preservation-10 (RP-10) Zoning District: 063-34-01-011; 063-34-01-004; 064-28-01-004; 083-00-01-007; 083-00-03-012; 083-00-03-037; 083-00-03-086; 085-00-03-

010; 085-00-03-035; 085-00-08-035; 086-00-02-046; 086-00-02-060; 086-00-02-065; and 086-00-02-069

- 16. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from split zoned Community Commercial, Rural Preservation, and Residential Zoning Districts to split zone Village Commercial Zoning District and the RP-10 Zoning District: 086-00-04-010
- 17. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from split zoned Community Commercial, Rural Preservation, and Residential Zoning Districts to the RP-10 Zoning District: 087-00-09-007
- 18. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from split zone Industrial Development District and Rural Preservation Zoning District to the Rural Preservation-10 (RP-10) Zoning District: 027-00-02-034; 061-00-03-001; 082-00-02-004; 086-00-01-002; and 087-00-03-002
- 19. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from the Community Commercial Zoning District to the Village Commercial Zoning District: 063-30-03-004; 063-30-03-006; 063-30-03-007; 063-30-03-008; 063-30-03-009; 063-30-03-015; 063-30-03-016; 063-30-03-017; 063-30-03-018; 063-30-03-019; 063-30-03-020; 063-30-03-021; 063-30-03-023; 063-30-03-024; 063-41-02-050; 084-00-01-033; 081-00-04-001; 081-00-04-005; 081-00-04-006; 081-00-04-011; 081-00-04-018; 081-00-04-019; 081-00-04-049; 081-00-04-061; 081-00-04-073; 081-00-04-076; 081-00-04-080; 083-00-03-004; 083-00-03-005; 083-00-03-006; 083-00-03-013; 083-00-03-014; 083-00-03-015; 083-00-03-016; 083-00-03-017; 083-00-03-018; 083-00-03-019; 083-00-03-020; 083-00-03-021; 083-00-03-022; 083-00-03-023; 083-00-03-027; 083-00-03-028; 083-00-03-043; 083-00-03-044; 083-00-03-045; 083-00-03-050; 083-00-03-051; 083-00-03-052; 083-00-03-053; 083-00-03-054; 083-00-03-055; 083-00-03-056; 083-00-03-057; 083-00-03-061; 083-00-03-062; 083-00-03-063; 083-00-03-067; 083-00-03-068; 083-00-03-072; 083-00-05-001; 083-00-06-017; 083-00-06-024; 084-00-02-065; 084-00-03-006; 084-00-03-008; 084-00-03-009; 085-00-06-002; 085-00-06-003; 085-00-06-008; 085-00-06-069; 087-00-03-011; 087-00-05-004; 087-00-05-005; 087-00-05-012; 087-00-05-014; 087-00-05-015; 087-00-05-016; 087-00-05-017; 087-00-05-018; 087-00-05-019; 087-00-05-020; 087-00-05-021; 087-00-05-023; 087-00-05-026; 087-00-05-028; 087-00-06-001; 087-00-06-002; 087-00-06-003; 087-00-06-005; 087-00-06-006; 087-00-06-007; 087-00-06-008; 087-00-06-009; 087-00-06-010; 087-00-06-011; 087-00-06-015; and 087-00-06-016
- 20. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from the General Commercial Zoning District to the Village Commercial Zoning District: 083-00-04-021; 083-00-04-022; 083-00-04-023; 083-00-04-024; 083-00-04-025; and 083-00-04-026

- 21. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from the Residential Zoning District to the Village Commercial Zoning District: 083-00-03-025 and 083-00-03-026
- 22. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from split zoned Community Commercial and Residential Zoning Districts to split zone Village Commercial and Residential Zoning District: 081-00-04-010; 081-00-04-058; 085-00-06-001; 085-00-06-004; 085-00-06-006; 085-00-06-007; and 085-00-06-055
- 23. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from split zoned Community Commercial and Rural Preservation Zoning Districts to split zone Village Commercial and Rural Preservation (RP-10) Zoning District: 081-00-04-012 and 081-00-04-050
- 24. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from the Community Commercial Zoning District to the Residential Zoning District: 084-00-01-034; 084-00-01-035; 084-00-01-036; 084-00-01-073; 084-00-02-047; 084-00-02-048; 084-00-02-049; 084-00-02-050; 084-00-03-002; 084-00-03-003; 084-00-03-007; 084-00-03-010; 084-00-03-013; 084-00-03-014; 087-00-05-022; and 087-00-07-004
- 25. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from split zone Community Commercial Zoning District and Residential Zoning District to the Residential Zoning District: 081-00-03-003; 084-00-01-043; and 084-00-02-044
- 26. Amend the Official Zoning Map of Jasper County** so as to transfer the following properties from split zone Community Commercial Zoning District and Rural Preservation Zoning District to the Residential Zoning District: 084-00-03-001
- 27. Amend the Official Zoning Map of Jasper County** so as to depict the Euhaw/Okeetee Cultural Heritage Overlay District as shown on the map in Exhibit A.
- 28. Pending Ordinance Effective Date.** Applications for permits, plats or permissions of sufficient form and content and substantially complete as determined by the County staff, received by the County prior to June 20, 2023, may be reviewed and processed by the County. Otherwise, the provisions of this Ordinance shall be effective under the pending ordinance doctrine from the date of approval of the first reading and the announcement of Council intention to hold a public hearing, and any permit, application or plat accepted for filing by the Department of Development Services will be deemed in error, null and void and of no effect whatsoever.
- 29. 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.

30. This Ordinance shall take effect upon approval by Council.

Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: 2024_____

First Reading: July 15, 2024

Second Reading: _____

Public Hearing: September 19, 2024

Adopted: _____

Council Workshop: September 5, 2024

Considered by the Jasper County Planning Commission at it's meeting
on June 25, 2024; and August 28, 2024 and recommended for
approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

ARTICLE 6. USE REGULATIONS

6:1. Permitted use and conditional uses.

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

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

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

Sector 11: Agriculture, Forestry, Fishing and Hunting
Sector 21: Mining
Sector 22: Utilities
Sector 23: Construction
Sector 31—33: Manufacturing
Sector 42: Wholesale Trade
Sector 44—45: Retail Trade
Sector 48—49: Transportation and Warehousing
Sector 51: Information
Sector 52: Finance and Insurance
Sector 53: Real Estate and Rental and Leasing
Sector 54: Professional, Scientific, and Technical Services
Sector 55: Management of Companies and Enterprises
Sector 56: Administrative and Support and Waste Management and Remediation Services
Sector 61: Educational Services
Sector 62: Health Care and Social Assistance
Sector 71: Arts, Entertainment, and Recreation
Sector 72: Accommodation and Food Services
Sector 81: Other Services (except Public Administration)
Sector 92: Public Administration

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

Section 6.1—Table 1

	NAICS	R	RRL	RP	RP- 10	RC	VC	CC	GC	ID	RE	MB
Sector 11: Agriculture, Forestry, Fishing and Hunting (Sec. 6:2.16)												
Agricultural Production, Crops	111	N	N	P	<u>P</u>	P	<u>N</u>	N	P	P	P	N
Agricultural Production, Livestock, Animals	112				-		-					
Livestock, Except Feedlots (Article 11:7.1)	112111	C	N	C	<u>C</u>	<u>P-C</u>	<u>N</u>	N	N	P	C	N
Feedlots	112112	N	N	N	<u>N</u>	<u>P-C</u>	<u>N</u>	N	N	N	N	N
Poultry and Eggs (Article 11:7.2)	1123	C	N	C	<u>C</u>	<u>P-C</u>	<u>C</u>	C	N	N	C	N
Animal Specialties (Article 11:7.3)	1129	C	N	C	<u>C</u>	P	<u>N</u>	N	N	N	C	N
Horses and Other Equine (Article 11:7.3.A)	11292	<u>P-C</u>	N	P	<u>P</u>	P	<u>N</u>	N	N	N	P	N
General Farms	11299	<u>P-N</u>	N	P	<u>P</u>	P	<u>N</u>	N	P	N	P	N
Fishing, Hunting, Trapping	1141-2	N	N	P	<u>P</u>	P	<u>N</u>	P	P	N	P	N
Agricultural Services	115	N	N	P	<u>P</u>	P	<u>N</u>	P	P	N	P	N
Forestry	11531	N	N	P	<u>P</u>	P	<u>P</u>	N	N	P	P	N
Sector 21: Mining and Mine Operation												
Mining (Article 11:7.4)	212	N	N	N	<u>N</u>	N	<u>N</u>	N	N	N	C	N
Sector 22: Utilities												
Electric, Gas, and Sanitary Services	221											
Electric	2211											
Generation	22111	N	N	N	<u>N</u>	P	<u>N</u>	N	P	P	N	N
Solar Electric Power Generation Accessory (Article 11:7.5B)	22114	C	C	C	<u>C</u>	C	C	C	C	C	C	C
Solar Farm (See Article 8:7)	22114											
Transmission	22112	P	P	P	<u>P</u>	P	<u>P</u>	P	P	P	N	P
Natural Gas Distribution	2212	P	P	P	<u>P</u>	P	<u>P</u>	P	P	P	N	P
Water Supply Systems	22131											
Storage/Treatment	22131	N	N	P	<u>P</u>	P	<u>N</u>	P	P	P	N	P
Transmission	22131	P	P	P	<u>P</u>	P	<u>P</u>	P	P	P	N	P
Sewerage Systems	22132											
Collection	22132	P	P	P	<u>P</u>	P	<u>P</u>	P	P	P	N	P
Treatment (Article 11:7.5)	22132	N	N	N	<u>N</u>	P	<u>N</u>	C	P	P	N	P
Sector 23: Construction												
Bldg. Construction-General Contract and Operative Builders	233	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Heavy Construction other than Building Construction-Contractors	234	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Special Trade Contractors (Article 11:7.6)	235	N	N	N	<u>N</u>	N	<u>N</u>	C	P	P	N	P
Sector 31-33: Manufacturing (Article 11:7.7)												
Food	311	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Beverage and Tobacco	312	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Textile Mills	313	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Textile Product Mills	314	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Apparel	315	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Leather and Allied Products	316	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Wood Products	321	N	N	N	<u>N</u>	<u>C-N</u>	<u>N</u>	N	N	P	N	C
Paper	322	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C

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	NAICS	R	RRL	RP	<u>RP-10</u>	RC	<u>VC</u>	CC	GC	ID	RE	MB
Printing and Related Activities	323	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	C
Petroleum Products	324	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	N
Chemical Products	325	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	N
Plastic and Rubber Products	326	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	N
Nonmetallic Mineral Products	327	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Primary Metal	331	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Fabricated Metal Products	332	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Machinery	333	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Computer and Electronic Products	334	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Electrical Equipment, Appliances and Components	335	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Transportation Equipment	336	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Furniture and Related Products	337	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Miscellaneous Manufacturing	339	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	C
Sector 42: Wholesale Trade (Article 11:7.8)												
Wholesale Trade-Durable Goods	421	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Used Motor Vehicle Parts, (Article 11:7.8)	421140	N	N	N	<u>N</u>	N	<u>N</u>	N	N	C	N	N
Recyclable Material, (Article 11:7.8)	42193	N	N	N	<u>N</u>	N	<u>N</u>	N	N	C	N	N
Junkyards (Article 18)		N	N	N	<u>N</u>	N	<u>N</u>	N	N	C	N	N
Wholesale Trade-Nondurable Goods	422	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Sector 44-45: Retail Trade												
Motor Vehicle and Parts	441	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Automobile Dealers (Article 11:7.9)	4411	N	N	N	<u>N</u>	N	<u>N</u>	C	P	P	N	P
Automotive Parts and Accessories Store (Article 11:7.9A)	441310	N	N	N	<u>N</u>	N	<u>N</u>	C	P	P	N	P
Furniture and Home Furnishings	442	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	P
Electronics and Appliances	443	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	P
Building Materials, Garden Supplies	444				-		-				N	
Lumber and Building Materials (Article 11:7.10)	4441	N	N	N	<u>N</u>	N	<u>P</u>	C	P	P	N	P
Lawn and Garden Equipment and Supplies Stores	4442	N	N	N	<u>N</u>	N	<u>P</u>	P	P	P	N	P
Food and Beverage Stores	445				-		-					
Grocery Stores	4451	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Convenience Stores	44512	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Specialty Stores	4452	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Fruit and Vegetable	44523	N	N	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Beer, Wine, and Liquor	4453	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Health and Personal Care	446	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Gasoline Stations (Article 11.7.10A)	447	N	N	N	<u>N</u>	N	<u>C</u>	P	P	P	N	N
Truck Stops	44719	N	N	N	<u>N</u>	N	<u>N</u>	N	N	P	N	N
Clothing and Accessory Stores	448	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Sporting Goods, Hobbies, Books, and Music	451	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N

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	NAICS	R	RRL	RP	<u>RP-10</u>	RC	<u>VC</u>	CC	GC	ID	RE	MB
General Merchandise Stores	452	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Miscellaneous Retail	453	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Flea Markets	4533	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	P
Manufactured Home Dealers	45393	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	P
Non-Store Retailers	454	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	C
Fuel Dealers (Article 11:7.11)	45431	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Sector 48-49: Transportation and Warehousing												
Air Transportation (Article 8:3)	481	N	N	N	<u>N</u>	<u>C-N</u>	<u>N</u>	N	C	C	C	N
Rail Transportation	482	N	N	N	<u>N</u>	N	<u>P</u>	P	P	P	N	C
Water Transportation	483	N	N	N	<u>N</u>	N	<u>P</u>	P	P	P	N	C
Truck Transportation	484	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	C
Used Household and Office Goods Moving (Article 11:7.11A)	484210	N	N	N	<u>N</u>	N	<u>N</u>	C	P	P	N	C
Transit and Ground Passenger Transportation	485	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	C
Pipeline for Transportation	486	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	C
Scenic and Sightseeing Transportation Storage	487	N	N	P	<u>N</u>	N	<u>N</u>	N	P	P	N	C
Support Activities for Transportation	488	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	C
Motor Vehicle Towing	488410	N	N	N	N	N	N	N	C	C	N	C
US Postal Service	491	N	N	P	<u>P</u>	N	<u>P</u>	P	P	P	N	P
Warehousing and Storage	493	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	C
Sector 51: Information												
Publishing Industries	511	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	C
Motion Pictures and Sound Industries	512	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	P
Motion Picture Theaters	512131	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	N
Broadcasting and Telecommunications	513	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Communication Towers and Ant. (Article 11:7.12)	5131	C	C	C	<u>C</u>	C	<u>C</u>	C	C	C	C	C
Information Services and Data Processing	514	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Libraries (Article 11:7.13)	51412	C	C	N	<u>N</u>	<u>P-N</u>	<u>P</u>	P	P	P	N	N
Sector 52: Finance and Insurance												
Banks	521	N	N	N	<u>N</u>	<u>P-N</u>	<u>N</u>	P	P	P	N	C
Credit Intermediation	522	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Pawn Shops	522298	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	N
Security and Commodity Contracts, and Financial Investments	523	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Insurance Carriers and Related Activities	524	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Funds, Trust, and Other Financial Vehicles	525	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Sector 53: Real Estate, Rental and Leasing												
Real Estate	531	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	C
Mini-Warehouses (Article 11:7.14)	53113	N	N	N	<u>N</u>	N	<u>N</u>	N	C	P	N	C
Rental and Leasing Services	532	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	P

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	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Video Tape Rental	53223	N	N	N	N	N	N	P	P	N	N	N
Sector 54: Professional, Scientific, and Technical Services												
Professional, Scientific, Technical Services	541	N	N	N	N	N	N	P	P	P	N	P
Display Advertising - Signs	54185	See Article 15										
Veterinary Services	54194	N	N	N	N	P-N	P	P	P	N	N	P
Sector 55: Management of Companies and Enterprise												
Management of Companies and Enterprises	551	N	N	N	N	N	N	P	P	P	N	P
Sector 56: Administrative and Support, Waste Management and Remediation Services												
Administrative and Support Services	561	N	N	N	N	N	N	P	P	P	N	P
Repossession Services (Article 11:7.11B)	561491	N	N	N	N	N	N	N	C	C	N	C
Landscape Services	56173	N	N	N	N	N	N	P	P	P	N	P
Waste Management Services	562											
Waste Collection (Article 11:7.15)	5621	N	N	N	N	N	N	N	N	C	N	N
Hazardous Waste Treatment and Disposal	562211	N	N	N	N	N	N	N	N	N	N	N
Solid Waste Landfill (Article 11:7.16)	562212	N	N	N	N	N	N	N	N	C	N	N
Solid Waste Incinerators (Article 11:7.17)	562213	N	N	N	N	N	N	N	N	C	N	N
Material Recovery Facilities (Article 11:18)	56292	N	N	N	N	N	N	N	N	C	N	N
All Other Waste Management (Article 11:19)	56299	N	N	N	N	N	N	N	N	C	N	N
Sector 61: Educational Services												
Educational Services	611											
Elementary Schools	6111	P	N	P	P	N	P	P	P	N	N	N
Secondary Schools	6111	P	P	P	P	N	P	P	P	N	N	N
Jr. Colleges, Colleges, Universities, Professional Schools	6112-3	N	N	N	N	N	N	P	P	N	N	N
Business Schools, Computer, and Management Training	6114-5	N	N	N	N	N	N	P	P	P	N	N
Other Schools and Instruction (Article 11:7.19a)	6116	C	C	N	N	N	C	P	P	N	N	N
Educational Support Services	6117	N	N	N	N	N	N	N	P	P	N	N
Sector 62: Health Care and Social Assistance												
Ambulatory Health Care Services	621	N	N	N	N	N	P	P	P	N	N	N
Hospitals	622	N	N	N	N	N	N	P	P	N	N	N
Nursing and Residential Care Facilities	623	N	N	N	N	N	P	P	P	N	N	N
Nursing Care Facilities (Article 11:7.20)	6231	C	C	C	C	N	P	P	P	N	N	N
Community Care for Elderly (Article 11:7.21)	6233	C	C	C	C	N	P	P	P	N	N	N
Other Residential Care Facilities (Article 11:7.21A)	623990	C	C	C	C	N	P	P	P	N	N	N
Social Assistance	624	N	N	N	N	N	P	P	P	N	N	N
Individual and Family Services	6241	N	N	N	N	N	P	P	P	N	N	N

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	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Community, Food, and Housing and Emergency and Relief Services	6242	N	N	N	<u>N</u>	N	<u>P</u>	P	P	N	N	N
Vocational Rehabilitation Services	6243	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Day Care Services (Article 11:7.22)	6244	C	C	C	<u>C</u>	N	<u>C</u>	C	C	C	N	N
Sector 71: Arts, Entertainment, and Recreation												
Performing Arts, Spectator Sports and Related Industries	711	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	N
Museums, Historical Sites, and Similar Institutions (Article 11:7.23)	712	N	N	C	<u>C</u>	C	<u>C</u>	P	P	N	N	N
Amusement, Gambling, and Recreation	713	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	N
Golf Courses and Country Clubs	71391	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Marinas (Article 11:7.24)	71393	C	C	P	<u>P</u>	P	<u>P</u>	P	P	P	N	N
Gun Club and Skeet Ranges (Article 11:7.25)	713990	N	N	C	<u>C</u>	C	<u>N</u>	N	C	N	N	N
Sector 72: Accommodation and Food Services												
Accommodations	721											
Hotels and Motels	72111	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Bed and Breakfast Inns (Article 11:7.26)	721191	C	C	C	<u>C</u>	C	<u>P</u>	P	P	N	N	N
Camps and Recreational Vehicle Parks (Article 11:7.27)	72121	N	N	C	<u>C</u>	C	<u>C</u>	C	C	N	N	N
Rooming and Boarding Houses, Dormitories, Group Housing	72131	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Eating Places	7221-3	N	N	P	<u>P</u>	N	<u>P</u>	P	P	P	N	N
Fast Food Restaurants		N	N	<u>P-N</u>	<u>N</u>	N	<u>N</u>	P	P	P	N	N
Drinking Places	7224	N	N	N	<u>N</u>	N	<u>N</u>	N	P	N	N	N
Sector 81: Other Services (except Public Administration)												
Auto Repair and Maintenance (Article 11:7.27A)	8111	N	N	N	<u>N</u>	N	<u>N</u>	C	C	C	N	C
Personal and Laundry Services	812				-		-					
Personal Care Services (Article 11:7.28)	8121	N	N	N	<u>N</u>	<u>C-N</u>	<u>N</u>	P	P	P	N	N
Funeral Homes and Services	81221	N	N	N	<u>N</u>	N	<u>P</u>	P	P	P	N	N
Cemeteries (Article 11:7.29)	81222	N	N	C	<u>C</u>	C	<u>C</u>	C	C	C	N	N
Crematories	81222	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Laundry and Dry Cleaning Services	8123	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Coin Operated Laundries/Dry Cleaning	81231	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N
Pet Care Services (Except for Animal Shelters)	81291	N	N	N	<u>N</u>	N	<u>N</u>	N	P	P	N	N
Animal Shelters Only (Article 11:7.29A)	812910	N	N	N	<u>N</u>	C	<u>N</u>	N	P	P	N	N
Automotive Parking Lots and Garages	81293	N	N	N	<u>N</u>	N	<u>N</u>	P	P	P	N	P
Sexually Oriented Business (Article 17)	81299	N	N	N	<u>N</u>	N	<u>N</u>	N	C	N	N	N
All Other Personal Services	81299	N	N	N	<u>N</u>	N	<u>N</u>	P	P	N	N	N

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	NAICS	R	RRL	RP	RP-10	RC	VC	CC	GC	ID	RE	MB
Religious, Fraternal, Professional, Political, Civic, Business Organizations	813											N
Religious Organizations	81311	P	P	P	P	P	P	P	P	P	N	N
All Other Organizations	8132-9	N	N	N	N	N	P	P	P	P	N	N
Sector 92: Public Administration												
Executive, Legislative, and General Govt.	921	N	N	N	N	N	P	P	P	P	N	P
Justice, Public Order and Safety	922	N	N	N	N	N	N	P	P	P	N	P
Courts	92211	N	N	N	N	N	N	P	P	P	N	P
Police Protection	92212	P	P	P	P	P	P	P	P	P	N	P
Correctional Institutions	92214	N	N	N	N	N	N	N	N	P	N	P
Fire Protection	92216	P	P	P	P	P	P	P	P	P	N	P
Administration of Human Resources	923	N	N	N	N	N	N	P	P	P	N	P
Administration Of Environmental Quality and Housing Program	924-5	N	N	N	N	N	N	P	P	P	N	P
Public Parks and Recreation	924120	P	P	P	P	P	P	P	P	P	N	P
Administration of Housing, Planning, CD Programs	925	N	N	N	N	N	N	P	P	P	N	P
Administration of Economic Programs	926	N	N	N	N	N	N	P	P	P	N	P
Residential Uses												
Site Built Housing												
Existing Single-Family Detached	NA	P	P	P	P	P	P	P	P	N	N	N
Single-Family Detached	NA	P	P	P	P	P	P	P	P	N	N	N
Second Single-Family Residential Dwelling Unit (Sec. 11:7.30)	NA	C	N	C	C	N	C	C	N	N	N	N
Duplexes (Sec 11:7.31)	N/A	N	N	N	N	N	C	C	C	N	N	N
Multi-Family Apartments (Sec 11:7.31A)	N/A	N	N	N	N	N	N	C	C	N	N	N
Townhouses (Sec 11:7.32)	N/A	N	N	N	N	N	N	C	C	N	N	N
Patio Houses (Sec 11:7.33)	N/A	N	N	N	N	N	N	C	C	N	N	N
Manufactured Housing (Article 12:9)												
Residential Designed (Sec. 11:7.30B)	NA	P	N	P	P	P	C	C	N	N	N	N
Standard Designed (Sec. 11:7.30B)	NA	P	N	P	P	P	C	C	N	N	N	N
Second Unit, Family Member Only (Sec. 11:7.34)	N/A	C	N	C	C	N	C	C	N	N	N	N
Family Estate												
Existing Single-Family Detached (Sec. 11:7.35)	NA	C	N	C	C	N	C	C	C	N	N	N
Single-Family Detached (Sec. 11:7.35)	NA	C	N	C	C	N	C	C	C	N	N	N
Manufactured Housing, Residential Designed (Sec. 11:7.35)	NA	C	N	C	C	N	C	C	C	N	N	N
Manufactured Housing, Standard Designed (Sec. 11:7.35)	NA	C	N	C	C	N	C	C	C	N	N	N
Accessory Uses to Residential Uses												

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	NAICS	R	RRL	RP	<u>RP-10</u>	RC	<u>VC</u>	CC	GC	ID	RE	MB
Bathhouses and Cabanas	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Domestic Animal Shelters	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Non-Commercial Greenhouses	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Private Garage and Carport	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Storage Building	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Swimming Pool, Tennis Courts	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Auxiliary Shed, Workshop	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Home Occupation (Article 11:7.34)	NA	C	C	C	<u>P</u>	C	<u>C</u>	C	C	N	N	N
Horticulture, Gardening	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Family Day Care Home	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Satellite Dishes, etc.	NA	P	P	P	<u>P</u>	P	<u>P</u>	P	P	N	N	N
Accessory Uses to Non-Residential Uses												
Buildings, Structures, Lift Stations, etc. (Article 11:7.35)	NA	N	N	C	<u>C</u>	C	<u>C</u>	P	P	P	N	C
Open Storage (Article 11:7.36)	NA	N	N	N	<u>N</u>	C	<u>N</u>	C	C	C	C	C
Temporary Uses												
All Temporary Uses; Non-Residential (Article 11:7.37)	NA	C	C	C	<u>C</u>	C	<u>C</u>	C	C	C	C	C
Temporary Accessory Dwelling Unit (Article 11:7.38)	NA	C	C	C	<u>C</u>	C	<u>C</u>	C	C	N	N	C

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

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

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

6:1.4. *New or Unlisted Uses.* Any uses found in the latest edition of the NAICS Manual but not listed in Table 1 above shall adhere to the allowed uses as listed in the next available high order category. Should the allowed uses be unspecified in any of the higher order categories, the DSR(s) shall be authorized to make a similar use interpretation in accordance with South Carolina Code of Laws Section 6-29-710.

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

6:1.5. *Reserved.*

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

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

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2015-26, § 1, 12-7-15; Ord. No. 17-13, § 1, 5-15-17; Ord. No. 2020-22, § 1, 10-5-20; Ord. No. 2020-24, § 1, 1-21-20; Ord. No. 2020-25, § 1, 2-3-20)

6:2. Affordable housing bonus.

A. Affordable housing general standards.

1. *Design.* Design shall conform to the following:
 - a. The units shall be located in a random fashion throughout the development, and mixed in such a way that they blend with the character of the community. In multi-family developments, the designated units shall be mixed throughout the buildings.
 - b. Exterior materials, details, style, landscaping, and other elements of the units that are visible shall be identical to those of the other units in the development.
2. *Control of units.* The units shall be regulated to ensure that they remain available as affordable units. The following are acceptable methods of regulation:
 - a. Management may be by a private developer, nonprofit housing agency, or housing authority. The eligibility rules shall be reviewed and approved by the housing authority to ensure they meet state and federal requirements. Where there are no state or federal funds or programs involved, the housing authority shall review the pro forma to ensure the eligibility requirements match the cost reduction provided by the bonus.
 - b. *Sales units.* These units may be sold subject to agreements that limit appreciation and that require the units to be sold to people eligible for such units. Appreciation shall be geared to the percentage increase in assessed value in the development.
 - c. Nothing in subsection 2.a. or 2.b. of this section shall prohibit units to be sold to a housing authority or a recognized nonprofit, affordable housing corporation.
 - d. *Rental units.* These units shall be rented only to eligible tenants based on the approved eligibility program.

B. Types of affordable housing bonuses.

1. *Single-family cluster.* In a single-family cluster, the developer shall submit the site capacity calculations to establish the base density. The bonus shall be granted provided all requirements of this article are met, as well as the following conditions:
 - a. The bonus shall be permitted only when natural resources do not limit the density.
 - b. Fifty percent of the additional units shall meet the criteria of subsection 6:2.15.A.
 - c. A site plan shows the additional units being accommodated by.
 - (i) A revised set of lot standards which reduces lot area for all lots or uses several lot sizes; and/or
 - (ii) The amount of open space as required by this ordinance is maintained.
2. *Planned, community or multifamily developments.* Developers of these uses can propose up to a 20-percent increase in density maximums, which shall be granted, provided the requirements of this article are met. The actual bonus shall be determined by this section. The developer shall submit the site capacity analysis to establish the base density, as well as meet the following conditions:
 - a. The bonus shall be permitted only when natural resources do not limit the density.

-
- b. Fifty percent of the additional units shall meet the criteria of subsection 6:2.15.A.
 - c. A site plan showing the additional units being accommodated by any combination of the following:
 - (i) A revised mix of dwelling unit types. The developer may introduce a unit type that uses less land to partially achieve the increase in density.
 - (ii) The affordable units shall be mixed into all unit types used on the plan.
 - (iii) The amount of open space as required by this ordinance is maintained.

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

(Ord. No. 11-24, § 6, 9-6-11)

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

ARTICLE 7. PRIMARY DISTRICTS

7:1. Permitted uses.

See section 6.1, Table 1.

7:2. Minimum lot area.

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

7:3. Yard and setback requirements.

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

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

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

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

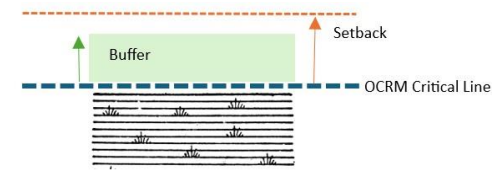
	R	RRL	RP	<u>RP-10**</u>	RC	<u>VC</u>	CC	GC	ID	RE	MB
Minimum Lot per Unit											
Non Residential Area (SF)	40,000	N/A	2 acres	<u>N/A</u>	2 acres	<u>10,000</u>	10,000	10,000	12,000	2 acres	12,000
Residential											
Single-Family	.5 acre	7,800	1 acre	<u>10 acres</u>	5 acres	<u>.5 acre</u>	(B)	(A)	N/A	N/A	N/A
Patio	N/A	N/A	N/A	<u>N/A-</u>	N/A	<u>N/A</u>	(B)	3,500	N/A	N/A	N/A
Duplex	N/A	N/A	N/A	<u>N/A-</u>	N/A	<u>(B)</u>	(B)	(A)	N/A	N/A	N/A
Townhome	N/A	N/A	N/A	<u>N/A-</u>	N/A	<u>N/A</u>	3,500	2,000	N/A	N/A	N/A
(A) 4 per acre for single-family dwelling units; 6 per acre for attached units.											
(B) 2 per acre for single-family dwelling units; 4 per acre for attached units.											
<u>**These standards may be modified for subdivisions approved in accordance with the development standards set forth in Article 22, Rural Small Lot Subdivisions.</u>											

	Multi-Family, Single-Family and Nonresidential Uses											Patio	Duplex	Townhome
	R	RP	RP-10**	RC	VC	CC	GC	ID	RE	MB	All Districts			
Minimum Yard and Building Setback (feet)														
Minimum lot width	50 100	200	<u>200</u>	200	<u>100</u>	80 100	80 100	90 100	200	90 100	Minimum lot width	45	50	20
Front														
Major Street (Multi-Lane)	60	60	<u>60</u>	60	<u>60</u>	60	60	60	200	60	Major Street (Multi-lane)	60*	60*	60*
Major Street (Two-lane)	35	45	<u>45</u>	45	<u>35</u>	35	35	45	200	45	Major Street (Two-lane)	35	35	35
Minor Street	25	25	<u>25</u>	25	<u>25</u>	25	25	25	160	25	Minor Street	25	25	20
Side														
Residential	10	25	<u>25</u>	50	<u>5</u>	5	5	N/A	N/A	N/A	Interior	N/A	0	0
Non-residential	10	25	<u>25</u>	50	<u>5</u>	5	5	10	100	10	Street-side/Exterior	5	10	5
Rear														
Residential	25	25	<u>25</u>	100	<u>10</u>	10	10	N/A	100	N/A	Residential	20	20	5
Non-residential	40	50	<u>50</u>	150	<u>10</u>	10	10	15	100	15	Non-residential	N/A	N/A	N/A
*Access to units along a multi-lane major street shall generally have a common access onto a frontage road or similar, which shall be considered a minor street; the frontage road or similar may encroach into the 60' front setback from the multi-lane major street.														
**These standards may be modified for subdivisions approved in accordance with the development standards set forth in Article 22, Rural Small Lot Subdivisions.														

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

7:4. Riparian buffers.

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



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

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

Riparian Buffer and Setback Table

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

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

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

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

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

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

(Ord. No. 09-37, § 2, 11-2-09)

7:5. Maximum height.

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

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

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

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

7:6 Maximum building size.

Non-residential buildings in the Village Commercial (VC) district shall generally be limited to 2,500 square feet of heated floor area. This restriction shall not apply to existing lots of record as of [date of moratorium adoption] where a Zoning Certification Letter was issued and a pre-application conference was held with the DSR prior to [date of moratorium].

(Ord. No. 16-29, § 2, 10-3-16)

ARTICLE 8. SPECIAL PURPOSE DISTRICTS

8:9. Euhaw Overlay District (EOD).

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

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

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

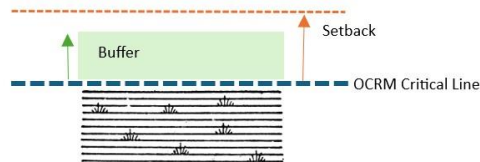
8:9.3 Use regulations: Uses shall be governed by the underlying zoning district. Within Euhaw Overlay District (EOD), zoning map amendments shall be evaluated within the following criteria:

1. No property shall be rezoned to a nonresidential district unless it is located at the intersection of a state highway or major roadway with another existing street with access provided by the lower-order street.
2. No property shall be zoned to Residential (R) unless designated in a Transition Zone according to the Future Land Use Map.

8:9.4 Design and development standards.

1. Riparian buffers

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



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

Riparian Buffer and Setback Table

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

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

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

2. Requirements for lots served by septic tanks

- a. Minimum lot size required. For properties not served by public sewer, no new lot shall be created after the [EFFECTIVE DATE] smaller than one acre in size. For lots with a second dwelling unit, the minimum lot size shall be two acres.
- b. Septic Reserve Area required. Properties within the ECHOD are required to demonstrate an area of the property which is to remain undeveloped for use as a septic reserve area (SRA). The SRA must be shown as a part of the septic system prior to the issuance of a building permit. Lots of record as of [EFFECTIVE DATE] may be exempt from this requirement at the discretion of the DSR.
- c. The distance between the septic tank drain field and ground water shall be a minimum of **eighteen (18) inches.**

3. Access management

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

- a. Consolidation of Access Points:
 - i. Driveway and/or other access separation along the corridor shall be in accordance with the SCDOT, Access and Roadside Management Standards. In no event, however, shall residential driveways and non-residential full-access curb cuts be permitted at spacing less than as follows:
 1. Principal Arterial road: 1,500 feet

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- 2. Minor Arterial road: 1000 feet
 - 3. Major Collector road: 800 feet
 - 4. Minor Collector road: 400 feet
 - 5. Residential/Subcollector road: 200 feet
 - ii. Shared driveways between two or more parcels shall be required where there is not a conflict in use and a shared driveway is not restricted by topography or other existing site features. Shared driveways shall require mutually executed shared access agreements; and
 - iii. Unless restricted by topography or other natural site features, adjoining parking lots serving non-residential buildings of non-conflicting use shall be connected and shall require mutually executed shared access agreements.
 - b. Stub Outs:
 - i. Where an undeveloped adjacent parcel exists, a stub out or cross-access easement for future stub out, shall be required to allow for connection to future parking and/or shared driveways; and
 - ii. Where a developed adjacent parcel exists, existing stub outs shall be utilized.

4. Stormwater management

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

5. Fill Restrictions

- a. The amount of allowable fill must not increase the existing natural grade of the property by more than three vertical feet.
- b. The only portion of the property that may be filled is the area underneath the elevated structure, together with driveway and walkway access to the structure; Fill shall taper at a maximum slope of 1:3 from a five-foot perimeter around the outer foundation to the existing site elevation. The minimum amount of fill necessary for grading is permitted for parking, stormwater, and roads.
- c. If the lot area is 20 acres or more, in no case shall the maximum lot area of the property filled exceed 33.33 percent of the total area of the lot.
- d. If a new or reconstructed structure is to be elevated utilizing fill material, any required building elevation standard exceeding the three-foot fill limitation as referenced in section 5.13.20.B must be achieved through the use of elevation foundations, piers or similar structural elevation techniques that are in compliance with then-applicable county building code requirements as certified by a structural engineer.
- e. Non-conforming structures may utilize fill to expand up to 15% of the gross floor area in accordance with other development regulations.
- f. Any fill project must be designed to limit negative impacts upon adjacent and affected upstream and downstream property owners during flood events to the maximum extent practicable.
- g. No fill project shall fill in or obstruct any local drainage channels without an alternative drainage plan design, and shall limit soil erosion and water runoff onto adjacent properties to the maximum practicable extent, and be in compliance with the NPDES standards and stormwater requirements.
- h. All fill material that is brought in from offsite and will be placed at elevations below the seasonal high water table or within 1 foot above the seasonal high water table will be

required to meet the following clean requirements. Offsite soils brought in for use as fill shall be tested for Total Petroleum Hydrocarbons (TPH), Benzene, Toluene, Ethyl Benzene, and Xylene (BTEX) and full Toxicity Characteristic Leaching Procedure (TCLP) including ignitability, corrosivity and reactivity. Fill shall contain a maximum of 100 parts per million (ppm) of total petroleum hydrocarbons (TPH) and a maximum of 10 ppm of the sum of Benzene, Toluene, Ethyl Benzene, and Xylene and shall pass the TCPL test. Determine TPH concentrations by using EPA 600/4-79/020 method 1:18.1. Determine BTEX concentrations by using EPA SW-846.3-3 Method 5030/8020. Perform TCLP in accordance with TCLP from a composite sample of material from the borrow site, with at least one test from each borrow site. Within 24 hours of conclusion of physical tests, submit 3 copies of test results, including calibration curves and results of calibration tests. Fill material shall not be brought on site until tests have been approved by the Stormwater Department.

i. Modulation from Fill Requirements: The DSR may grant flexibility from the fill requirements in the following cases:

1. Lots 3 acres or less and all single-family residential lots with sloping terrain may provide greater than 3 feet of fill to provide a level foundation as long as the average fill does not exceed 3 feet.

2. Where no other suitable site configuration is practicable, depressions, sinkholes, and borrow pits that are not part of the natural drainage of the site that are not delineated as tidal or non-tidal wetlands may be filled to provide for a level foundation.

3. Single-family residential structures utilizing raised slabs with a masonry or concrete curtain wall may contain more than 3 feet of fill if it is limited to the footprint of the building.

6. Non-Residential Design Standards

7:6.1 Intent. The architectural design of retail, office, and other commercial buildings must consider the desire of Jasper County to create and enhance the community's image. Jasper County's identity and sense of place will be strengthened through thoughtful design and development, reflecting the Lowcountry vernacular.

7:6.2 Architectural design and materials. Generally, architectural design shall contribute to the sense of place of Jasper County and reflect designs, materials, and colors historically present in the region. Building elevations must consider the surrounding area and further enhance community character. Lowcountry architecture is rooted in practicality, climate responsiveness, and a sense of place.

1. Design Principles:

a. Proportion and Order: Proper proportions are essential for timeless architecture. Buildings should adhere to human scale, emphasizing vertical proportions. Elements should generally be taller than they are wide.

b. Exterior Walls: Lowcountry buildings feature raised foundations, deep porches, and simple elegance. Materials should create strong textures and shadow lines.

c. Porches and Balconies: Deep porches are iconic in Lowcountry design. They provide shade, encourage outdoor living, and foster community interaction.

d. Window and Shutter Design: Windows should be vertically proportioned, reflecting the human scale. Shutters, if used, should be functional and appropriately sized.

e. Entry and Door Design: Entryways play a significant role in Lowcountry design. They should be welcoming and well-proportioned. Doors can be solid wood or glass, reflecting the overall style.

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

9. Exterior materials and features prohibited:

- a. Plywood, cinderblock, unfinished poured concrete, unfaced concrete block, plastic and/or metal.
- b. Partial (less than three sides) mansard roofs, flat roofs without a pediment, unarticulated roofs having a length exceeding 50 feet.
- c. Unarticulated facades having a length exceeding 50 feet.
- d. Incongruous architectural details or color contrasts as determined by the DSR or BZA.
- e. Chain link or woven metal fences.
- f. Reflective materials, including highly reflective glass. Window painting or view-blocking techniques are generally not permitted.
- g. Design elements that may function as signage, roof lights, exposed neon lighting, exposed neon signage, illuminated trim of buildings or building elements, translucent awnings or illumination of translucent awnings, or any other undesirable design element, as determined by the DSR.

10. Screening.

- a. Mechanical equipment should not be located on the roof of a structure unless the equipment can be screened. The mechanical equipment should be clustered as much as possible. All rooftop equipment must be painted to match the surrounding rooftop color, if anticipated to be visible from any existing or future surrounding building, property or street. All mechanical equipment such as compressors, air conditioners, communications equipment, and any other type of mechanical equipment must be screened on all sides to full height by building parapet walls or other building elements that appear as integral elements of the overall building design, unless approved otherwise by the DSR.
- b. Ground level mechanical equipment shall be screened with landscaping and architectural walls using materials compatible with the building.
- c. Loading, service, and trash areas must be screened with walls that match the building materials and colors. Screen walls must be of sufficient height to fully screen utility areas from public view.

8:8.5 Nonconforming lots.

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

- a. There is conformance to the minimum yard setback requirements set forth in this ordinance for the district in which the use is located.
- b. All other standards of the zoning ordinance are met.
- c. Administrative Adjustment for nonconforming lots.

1. Purpose: Administrative adjustments are specified deviations from otherwise applicable development standards where development is proposed that would be:

a. Compatible with surrounding land uses;

b. Harmonious with public interest; and

c. Consistent with the purposes of this Zoning Ordinance.

2. Applicability: The DSR shall have authority to authorize an adjustment of up to twenty (20) percent of any numerical standard set forth in Article 8. No administrative adjustment shall increase the overall density or intensity of the development.

ARTICLE 11. CONDITIONAL USE REVIEW AND REGULATIONS¹

11:1. Purpose and findings.

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

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

(Ord. No. 11-24, § 8, 9-6-11)

11:2. Conditional use review applicability.

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

(Ord. No. 11-24, § 8, 9-6-11)

11:3. Initiation.

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

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

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

(Ord. No. 11-24, § 8, 9-6-11)

11:4. Review authority.

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

Sector 31-33: Manufacturing

Sector 42: Wholesale Trade

Sector 48-49: Transportation and Warehousing

Sector 56: Waste Management and Remediation Services

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

(Ord. No. 11-24, § 8, 9-6-11)

11:5. Case specific conditions.

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

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

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

(Ord. No. 11-24, § 8, 9-6-11)

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

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

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

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

(Ord. No. 11-24, § 8, 9-6-11)

11:7. Industry specific conditional use regulations.

The industry specific conditions contained in this section are intended to ameliorate the impact and improve the siting of uses, buildings, and projects whose design and/or operational characteristics could adversely affect surrounding property and environmental conditions. To this end, standards and criteria over and above those set forth elsewhere in this ordinance are imposed herein on all conditional uses listed on Table 6.1 and set out below.

11:7.1. Sector 112111: Livestock, except feedlots.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every 6,000 square feet.
3. All buildings or structures (excluding fences) shall be located a minimum of 150 feet from the property line.

11:7.1.A. Sector 11531: Forestry.

- a. All Forestry Activities must meet the criteria as defined in Act No. 48 of 2009.

11:7.2. Sector 1123: Poultry and eggs.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every 6,000 square feet.
3. All buildings or structures (excluding fences) shall be located a minimum of 150 feet from the property line.

11:7.3. Sector 1129: Animal specialties.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every 6,000 square feet.
3. All buildings or structures (excluding fences) shall be located a minimum of 150 feet from the property line.

11:7.3.A. Sector 1129: Horse and Equine.

1. The parcel size shall be a minimum of two acres.
2. The number of animals permitted shall be limited to no more than one per every one-half acre.
3. Horse stables shall be a minimum of 150 feet from any residential property line. No corral or riding area shall be permitted within 25 feet of any residential property line.

11:7.4. Sector 21: Mining and mine operation.

1. Article 6:1, Table 1 "Mining" encompasses "Mining and mine operation".

2. Mining and mine operation must have all required state and federal permits and meet the requirements of all state and federal statutes and regulations.
3. For the purposes of section 16:2, mining and mine operation shall be deemed to be a manufacturing use.
4. Mining and mine operation must meet all applicable roadway improvement standards.
5. Mining and mine operation must meet the following setbacks:

Setback Requirements for Mining and Mine Operation

Required Setbacks Where Permitted	Adjacent Zoning						
	RE	RC	RP	R	CC	GC	ID
From Property Line	50'	1,000'	300'	1,000'	1,000'	300'	100'
From Existing Residential Structures*	N/A	N/A	1,000'	N/A	N/A	1,000'	N/A
* Residential structures existing when submittal deemed complete.							

11:7.5. Sector 22132: Treatment.

1. Maximum 30,000 gallons per day.

11:7.5.B. Sector 22114: Solar electric power generation—Accessory solar.

Where solar electric power generation is allowed as a conditional use and considered accessory solar, such uses shall meet the following requirements:

1. A solar collection device or combination of devices are to be designed and located to avoid directing glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard.
2. A plan must be submitted showing the proposed location of solar panels, the arrangement of the panels, distance from the roof, pitch of the finished roof, and distance from the proposed site improvements to all property lines.
3. Solar energy system components must have a UL listing and must be designed with anti-reflective glare coatings to minimize solar glare, and the entire system must meet all requirements of the prevailing edition of the National Electric Safety Code and the International Fire Code.
4. Written authorization from the local public utility company acknowledging that it has been informed of the applicant's intent to install an interconnected (i.e., back into the public utility grid) customer-owned generator and that it also approves such connections shall be provided by the applicant.
5. Roof-mounted solar collector systems shall meet the following additional standards:
 - a. The system shall comply with the maximum height standards for the zone in which it is located, provided that a roof-mounted system shall not extend more than the width of the panel above the roofline of the structure on which it is mounted, and be in accordance with the manufacturer's recommendation for exposure above the roof line
 - b. Panels and all component parts shall be installed per manufacturer's specifications.
 - c. The collector surface and mounting devices for roof-mounted systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built.

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- d. Roof mounted systems shall be located so as not to impede the ability of emergency personnel to access the roof for firefighting purposes.
6. Ground mounted solar collector systems shall meet the following additional standards:
- a. Ground mounted accessory collector systems in the commercial/industrial districts shall not exceed the height restriction of the district for accessory buildings.
 - b. In residential and rural preservation districts, the location of solar panels shall be limited to the side and rear of the structure and rear lot only, within applicable setback requirements, and shall not exceed eight feet in height.
 - c. Ground mounted accessory collector systems in parking lots or over travel lanes in commercial areas shall have a minimum bottom edge clearance above the travel surface of 14 feet and six inches.
 - d. Ground mounted systems shall be located so as not to impede the ability of emergency personnel to access the site for firefighting purposes.
 - e. Maximum area coverage. For residential properties, a ground-mounted solar energy system shall not exceed 50 percent of the footprint of the principal building served or 1,000 square feet per ½ acre, whichever is greater.
 - f. Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto other properties or public access areas.
 - g. Mounting hardware and framing shall be non-reflective or matte black in color.
 - h. Panels, ground mounts, and all component parts shall be installed per manufacturer's specifications.
 - i. A ground-mounted system shall not be located over a septic system, leach field area or identified reserve area unless approved by the health department.
 - j. If located in a floodplain or an area of known localized flooding, all panels, electrical wiring, automatic transfer switches, inverters, etc. shall be located above the base flood elevation.

11:7.6. Sector 235: Special trade contractors.

- 1. Screen on-site storage and construction vehicles as required in section 12.8.

11:7.7. Sector 31-33: Manufacturing.

- 1. No such use shall be located closer than 1,000 feet to the property line of any existing residential use, church, school, historical place or public park.

11:7.8. Sector 42: Wholesale trade.

Sector 421140. Used Motor Vehicle Parts and Sector 42193. Recyclable Materials:

- 1. The use shall be consistent with the most current Jasper County Solid Waste Management Plan.
- 2. No such use shall be located closer than 1,000 feet to any residential use, church, school, historical place or public park, measured from the property line.
- 3. No such use shall be located within view of and/or 1,000 feet of Interstate I-95, US 17, US 17A, US 278, US 301, US 321, US 601, SC 46, SC 170, SC 315, and SC 462 from I-95 (Exit 28) to Highway 170 (North Okatie Highway).
- 4. The outdoor operations area, including parking and storage areas, shall be located outside the 100 year floodplain.

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5. No material incapable of being reused or recycled in some form shall be placed in open storage.
 6. No material shall be placed in open storage in such a manner that it is capable of being transferred out by wind, water, or other causes.
 7. All paper, rags, cloth and other fibers, and activities involving the same other than loading and unloading shall be within fully closed buildings.
 8. All materials and activities not within fully enclosed buildings shall be enclosed on all sides by a chain link fence with evergreen screening of an approved type, a wooden privacy fence, or fencing of other material which has been given approval by the DSR. All metal or wooden fence posts shall have at least one-third of their length below ground level and shall be set in hard packed clay or concrete. All metal fence posts shall be treated with an anti-corrosive coating. All wooden posts shall be pressure treated or creosote coated lumber with at least a four inch by four inch nominal cross section.
 - a. The term "fence" shall mean an eight foot tall chain link, wooden fence, or fencing of other material which has been given approval by the DSR, which forms a substantial physical barrier which completely surrounds the operations area, including all recyclable material and non-recyclable materials defined as "junk" in article 18 of the Jasper County Zoning Ordinance, and shields the operation area and recyclable material and non-recyclable materials from view, and is capable of withstanding the effects of the local climate.
 - b. The term "evergreen screening" shall mean evergreen trees or shrubs with a minimum height of five feet at time of installation, and not less than eight feet when mature; spacing shall be based upon the species used so that at maturity the body of the branches of the tree or shrub shall not be more than one foot from the body of the adjacent planting. Acceptable species include, but are not limited to, Ligustium, Euonymous, Leyland Cypress, White Pine, Cedar, Arborvitae, Hemlock, and upright varieties of Juniper, Holly and Yew.
 - c. Landscaping is required outside of the fencing when evergreen screening is not used. One evergreen shrub shall be installed for every five linear feet of fence on the side of the fence facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
 9. In addition to the fencing requirements, buffering and landscaping requirements shall be met in accordance with article 12:8.
 10. No items/materials may be stacked higher than the required fencing.
 11. All activity conducted on the premises must be contained within the visual screen, and the fencing shall be securely locked unless being actively and contemporaneously supervised.
 12. Disposal of garbage unrelated to motor vehicles shall be in an approved container and regularly maintained. Open dumping of garbage shall be prohibited.
 13. No outdoor burning of any material other than material specifically designed or suitable for the purpose of employee comfort. Any exception must be approved by state or local fire officials given a minimum of 24 hours' notice of such burn.
 14. Upon receiving an appliance, vehicle, or any other material for recycling purposes, the business shall remove, as applicable, the battery, lubricants, fluids, coolants, refrigerants, and the like and shall recycle or dispose of same in accordance with all applicable state and federal laws regarding disposal of waste and hazardous materials.

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15. Disposal of toxic/hazardous matter is prohibited anywhere without a state permit.
 16. At least 75 percent of the total volume of each separated material type received during a calendar year and remaining on site from a previous year shall be used, reused, recycled, or transferred to a different site for use, reuse, or recycling
 17. Storage of items/materials shall be so arranged as to permit easy access for firefighting purposes.
 18. New construction, expansion or renovation of these facilities shall require submission to the planning commission of a storm water management plan using best management practices designed to protect adjacent properties, wetlands, ditches and watersheds.
 19. Certain activities permitted by DHEC or other state or federal agencies may require a bond, letter of credit or other form of financial security to provide for de-commission, clean-up and/or close-out of these facilities. No development permit or business license for activities requiring such financial securities shall be issued by Jasper County unless the county is provided a copy of such financial security, and the financial security must also be in favor of Jasper County, if available as part of the State's financial security, to cover any costs or expenses incurred by the county in the event the operation or condition of the facility result in the need to abate a nuisance situation, ameliorate a public health or safety condition, clean-up , decommission and/or close-out the facility. In the event Jasper County cannot for whatever reason be included as a covered party under the state financial security, or it is more efficient and economical to provide a separate financial security to the County, then a separate financial security may be provided to the county instead.
 - a. In the event a financial security is not required by DHEC as part of its permitting requirements, or no DHEC permit is required, nonetheless, a letter of credit or other financial security in favor of the county approved by the county administrator is required before either a development permit or business license can be issued, to be in an amount no less than the total capacity of the facility at a rate of \$60.00 per cubic yard.

11:7.9. Sector 441; Motor Vehicles, Retail Trade.

1. Minimum lot size one acre.
2. Automobile hoods shall not be propped up as a form of advertising or to draw attention.
3. No banners are allowed.
4. Maximum number of automobiles for sale shall not exceed 25 at any time.
5. Retail sales of motor vehicle parts shall not be allowed.
6. Maintenance, service, or dismantling of motor vehicles shall not be allowed.
7. Other than motor vehicles for sale, outside storage shall not be allowed.
8. Outdoor speaker systems shall not be allowed.
9. Hours of operation are limited to Monday - Saturday from 8:00 a.m. - 8:00 p.m.
10. A structure consisting of a minimum of 400 square feet must be provided for an office with a restroom facility.
11. Where an existing residential use is adjacent to the site, a visually opaque screen shall be provided. An opaque screen may be composed of a wall, fence, building, landscaping, landscaped berm, or combination thereof. Natural vegetation may also be used to meet screening requirements.
12. A site plan is required in accordance with the Jasper County Land Development Regulations.

11:7.9A. *Sector 441310: Automotive parts and accessories store.*

1. Buildings limited to 5,000 square feet.
2. No outdoor display and storage.

11:7.10. *Sector 4441: Lumber and building materials.*

1. Buildings limited to 5,000 square feet.
2. No outdoor display and storage.

11:7.10.A. *Sector 447: Gasoline Stations.*

- a. No more than two (2) single or double-sided fuel pumps are permitted.
- b. Fuel islands shall not be located in the front yard unless permitted by the BZA due to physical site limitations or constraints.

11:7.10.B. *Sector 45393: Manufactured Home Dealers.*

- a. Sales office only.
- b. No inventory or models allowed.

11:7.11. *Sector 45431: Fuel dealers.*

11:7.11A. *Sector 484210: Used household and office goods moving.* Where used household and office goods moving is allowed as a conditional use, such uses shall meet the following requirements:

- A. No outdoor display and storage.
- B. Adequate access must be provided for anticipated truck traffic.
- C. Structures must meet screening and buffering requirements per article 12.
- D. Article 16: Manufacturing use performance standards apply to this specific use.
- E. Hours are limited to 7:00 a.m. to 7:00 p.m., Monday to Saturday.
- F. Vehicles used for this specific use shall not exceed FHWA Class 8.

11:7.11.B. *Sector 488410: Motor Vehicle Towing and Sector 561491, Repossession Services.*

1. In the General Commercial District, Industrial Development District and the Mixed Business District, the use shall be at least 250 feet from any existing residential developed property, measured from the property line.
2. Vehicles and/or any outdoor storage shall be stored to the rear of the principal structure and completely screened (100 percent opacity) from adjacent properties using berms, fencing, landscaping, buildings or a combination thereof.
3. Screening shall be a minimum of eight feet in height and a maximum of ten in height. Tin is not allowed.
4. Landscaping is required for all outdoor storage areas. One evergreen shrub shall be installed for every five linear feet of screened area on the side of the screened area facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.

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5. In addition to the outdoor screening requirements, buffering and landscaping requirements shall be met in accordance with article 12:8.
 6. The number of vehicles stored on site shall be limited to ten vehicles; storage of more than ten vehicles shall constitute a junkyard.
 7. Individual vehicles shall not be stored more than 90 consecutive days unless the owner or operator of the establishment demonstrates steps have been taken to remove the vehicles from the premises using the appropriate legal means.

11:7.12. *Sector 5131: Communications and antenna.*

New towers:

1. All new towers shall be designed to accommodate additional antennas equal in number to the applicant's present and future requirements.
2. The proposed structure will not endanger the health and safety of residents, employees, or travelers, including, but not limited to, the likelihood of the failure of such structure; and all applicable safety code requirements shall be met.
3. The proposed structure will not impair the use of or prove detrimental to neighboring properties.
4. The proposed structure is necessary to provide a service that is beneficial to the surrounding community.
5. The proposed tower is located in an area where it does not substantially detract from aesthetics and neighborhood character.
6. The proposed use is consistent with potential land uses as outlined in the comprehensive plan.
7. Towers or antennas shall not be painted or illuminated unless otherwise required by state or federal regulations.
8. No tower or antenna shall be located within 1,000 feet of an existing tower or antenna, except where the applicant certifies that the existing tower does not meet the applicant's structural specifications and applicant's technical design requirements, or that a co-location agreement could not be obtained after mediation.
9. Towers or antennas shall have a maximum height of 185 feet.
10. Tower or antennas shall be located such that adequate setbacks are provided on all sides to prevent the tower's fall zone from encroaching onto adjoining properties. Should this fall zone encroach onto another property, a recorded easement may be prepared and signed by the adjacent property owner to ensure that no structure will be built within the fall zone. In addition to the tower's fall zone, the permitted uses shall meet the setback requirements of the underlying zoning district in which it is located.
11. Landscaping shall be required as follows:
 - a. Around the base of the communication tower, outside of the security fence, at least one row of evergreen plant material capable of forming a continuous screen at least six feet in height shall be provided, with individual plantings spaced not more than five feet apart. In addition, at least one row of evergreen trees with a minimum two inches DBH (diameter at breast height) measured three and one-half feet above grade, at the time of planting and spaced not more than 25 feet apart shall be provided within 50 feet of the perimeter security fence.

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- b. The landscaping requirements may be waived in whole or in part by the DSR if it is determined that existing natural vegetation provides adequate screening or if the DSR determines that the landscaping requirements are not feasible due to physical constraints or characteristics of the site on which the communication tower is to be located.
 - c. All required landscaping shall be installed according to established planting procedures using good quality plant materials.
 - d. A certificate of use and occupancy shall not be issued until the required landscaping is completed in accordance with the approved landscape plan and verified by an on-site inspection by the DSR unless such landscaping has been waived in accordance with subsection b. above. A temporary certificate of use and occupancy may, however, be issued prior to completion of the required landscaping if the owner or developer provides to the county a form of surety satisfactory to the county attorney and in an amount equal to the remaining plant materials, related materials, and installation costs as agreed upon by the DSR and the owner or developer.
 - e. All required landscaping must be installed and approved by the first planting season following issuance of the temporary certificate of use and occupancy or the surety bond will be forfeited to the county.
 - f. The owners and their agents shall be responsible for providing, protecting, and maintaining all landscaping in healthy and growing condition, replacing unhealthy or dead plant materials within one year or by the next planting season, whichever first occurs. Replacement materials shall conform to the original intent of the landscape plan.
 - g. Eight-foot high fencing shall be provided around the communication tower and any associated structure.
- 12. A single sign for the purposes of emergency identification shall be permitted. The permitted sign shall not exceed two square feet in area and shall be attached to the fence surrounding the tower. Under no circumstances shall any signs for purposes of commercial advertisement be permitted.
 - 13. Each parcel on which a communication tower is located must have access to a public road 20 feet in width.

Submittal information:

- 1. One copy of typical specifications for proposed structures and antenna, including description of design characteristics and material.
- 2. A current map or update of an existing map on file, showing locations of applicant's antenna, facilities, existing towers, and proposed towers which are reflected in public records, serving any property.
- 3. Identification of the owners of all antennae and equipment to be located on the site.
- 4. Written authorization from the site owner for the application.
- 5. Evidence that a valid FCC license for the proposed activity has been issued.
- 6. A line of sight analysis showing the potential visual and aesthetic impacts on adjacent residential districts.
- 7. A written agreement to remove the tower and/or antenna within 120 days after cessation of use. Must put a bond up front for the removal of the tower.

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8. A certificate from a registered engineer that the proposed facility will contain only equipment meeting FCC rules, together with written indemnification of the affected government and proof of liability insurance or financial ability to respond to claims up to \$1,000,000.00 in the aggregate which may arise from operation of the facility during its life, at no cost to the county.
 9. A statement shall be submitted from a registered engineer that the NIER (non-ionizing electromagnetic radiation) emitted there from does not result in a ground level exposure at any point outside such facility which exceeds the lowest applicable exposure standards by any regulatory agency of the United States Government or the American National Standards Institute. For roof mounted communication towers, the statement regarding the NIER shall address spaces, which are capable of being occupied within the structure on which the communication tower is mounted.
 10. Communication towers and their foundations shall meet the requirements of the current building code for wind and seismic loads. Drawings and calculations shall be prepared and sealed by a South Carolina registered professional engineer and shall be submitted with the building permit application.
 11. Satisfactory evidence shall be submitted, with the building permit application for a freestanding communication tower, that alternative towers, buildings, or other structures do not exist within the applicant's tower site search area that are structurally capable of supporting the intended antenna or meeting the applicant's necessary height criteria, or provide a location free of interference from AM towers.
 12. Prior to issuance of a building permit, applicants shall provide documentation that the proposed communication tower has been reviewed by the FAA, if so required, and that a finding of no hazard to air navigation has been determined. Copies of the plans shall also be provided for comment to the Ridgeland Airport and Savannah/Hilton Head International Airport, prior to the issuance of permits. If any airport has an objection to the proposed tower, an advisory conference composed of airport officials, county officials and representatives of the communication company(ies) shall be convened. The results and findings of such conference shall be presented to the DSR prior to any permit being issued. Because the proximity of communication towers near aeronautical facilities affects the safety of the public, careful consideration should be given to the results and findings and such may be grounds for the DSR denying the issuance of a permit or requiring that certain additional requirements be imposed as a condition for the issuance of a permit.
 13. Site plan, which shall include the following information:
 - a. The location of tower(s), guy wires and anchors (if any);
 - b. Tower height;
 - c. Transmission building and other accessory uses;
 - d. Existing structures and proposed structures;
 - e. Fall zone;
 - f. Parking;
 - g. Access;
 - h. Landscaped areas;
 - i. Fences;
 - j. Adjacent land uses; and

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- k. Photos of site and immediate area.

Existing towers:

1. The increase in height to the existing transmission tower shall not exceed 25 feet; and communication towers on buildings, the maximum height shall be 20 feet above the roofline of buildings 50 feet or less in height, and 40 feet above the roofline of buildings 50 feet in height or greater. In addition, with the exception of towers constructed for aeronautical purposes, communication towers may not penetrate any imaginary surface, as described in Title 14 of the Code of Federal Regulations, Federal Aviation Regulation (FAR) Part 77, associated with existing or proposed runways at any publicly owned airport;
2. The total number of antennae added to an existing transmission tower shall not exceed six; and
3. Any additions, changes, or modifications that are proposed to the site or its components, proper plans, specifications, and calculations shall be submitted for permit approval to the DSR. Drawings indicating various types of antenna(s) to be located on the communication tower shall be submitted at the time of the permit application.

11:7.13. *Sector 51412: Libraries.*

11:7.14. *Sector 53113: Mini-warehouses.*

1. No such use shall be located closer than 250 feet to the property line of any existing residential use, church, school, historical place or public park.
2. Screen units from public right-of-way as required in section 12.8.
3. Minimum lot size of one acre; maximum lot size of five acres.

11:7.15. *Sector 5621: Waste collection.*

1. Shall be consistent with the most current county solid waste management plan.

11:7.16. *Sector 562212: Solid waste landfill.* Shall be consistent with the most current county solid waste management plan. Solid waste landfills are divided by this section into two categories and regulated as follows:

A. *Sanitary Landfills (Class 3).*

1. The boundary of the fill area shall not be located within 1,000 feet of any residence, day-care center, church, school, hospital or publicly owned recreational park area. The state will determine whether the proposed landfill or landfill expansion meets this requirement prior to publication of the notice of intent to file a permit application pursuant to Part I, Section D.1 of the state regulation.
2. The boundary of the fill area shall not be located within 200 feet of any property line not under control of the permittee.
3. The boundary of the fill area shall not be located within 200 feet of any surface water that holds visible water for greater than six consecutive months, excluding ditches, sediment ponds, and other operational features on the site.
4. The boundary of the fill area shall not be located within the distances designated below from any well used as a source of water for human consumption that is in a hydrologic unit potentially affected by the landfill. Exemptions may be granted if the applicant can demonstrate to the satisfaction of the DSR and state that the hydrologic conditions below the landfill provide protection to the aquifer in use.

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- a. The boundary of the fill area shall not be located any closer than 500 feet from a well hydraulically up gradient of the landfill.
 - b. The boundary of the fill area shall not be located any closer than 750 feet from a well hydraulically side gradient of the landfill.
 - c. The boundary of the fill area shall not be located any closer than 1,000 feet from a well hydraulically down gradient of the landfill.
 5. Waste material shall not be placed on or within any property rights-of-ways or 50 feet of underground or above ground utility equipment or structures, i.e., water lines, sewer lines, storm drains, telephone lines, electric lines, natural gas lines, etc., without the written approval of the impacted utility.
 6. A geotechnical engineering firm approved by the DSR shall render a written opinion that, to the best professional judgment, the formations being used to contain the waste are impermeable and that surrounding ground water sources will not be contaminated.
 7. The facility shall be enclosed by an eight-foot high opaque fence or wall structure on all sides visible from the street serving the facility and an opaque cyclone fence on the remaining unexposed boundaries.
 8. A plan showing restoration of the site on completion of use as a landfill shall accompany the request.
- B. *Construction and demolition landfills (Class 2).*
1. The boundary of the fill area shall not be located within 1,000 feet of any residence, school, day-care center, church, hospital, or publicly owned recreational park areas. The state will determine whether the new landfill or expansion of an existing landfill meets this requirement prior to the publication of the notice of intent to file a permit application pursuant to Part I, Section D.1 of the state regulation.
 2. The boundary of the fill area shall not be located within 100 feet of any property line.
 3. A landfill located in a 100-year floodplain shall demonstrate that engineering measures have been incorporated into the landfill design to ensure the landfill will not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the floodplain, minimize potential for floodwaters coming into contact with waste, or result in the washout of solid waste so as to pose a hazard to human health or the environment.
 4. The landfill shall be in compliance with applicable requirements concerning wetlands imposed by U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the department of health and environmental control.
 5. Access to the landfill shall be controlled through the use of fences, gates, berms, natural barriers, or other means to prevent promiscuous dumping and unauthorized access.
 6. The boundary of the fill area shall not be located within 200 feet of any surface water that holds visible water for greater than six consecutive months, excluding drainage ditches, sedimentation ponds and other operational features on the site.
 7. The boundary of the fill area shall not be located within 100 feet of any drinking water well. A greater buffer may be required for compliance with the state's bureau of water requirements.
 8. Waste material shall not be placed on or within any property rights-of-way or 50 feet of underground or above ground utility equipment or structures, i.e., water lines, sewer lines,

storm drains, telephone lines, electric lines, natural gas lines, etc., without the written approval of the impacted utility.

9. Owners/operators of all Class 2 landfills located within 10,000 feet of any runway end used by turbojet aircraft or within 5,000 feet of any airport runway end used by only piston-type aircraft shall demonstrate that the units are designed and operated so that the Class 2 landfill does to pose a bird hazard to aircraft.
10. Owners/operators proposing to site new Class 2 landfills and lateral expansions located within a five-mile radius of any airport runway end used by turbojet or piston-type aircraft shall notify the affected airport and the Federal Aviation Administration (FAA).
11. No material shall be placed in open storage or areas in such a manner that is capable of being transferred out by wind, water, or other causes.
12. All materials and activities shall be screened in such fashion as not to be visible from off-site. The provisions of this subsection may be waived by the DSR where such facility will be utilized for a period not to exceed 90 days.

11:7.17. *Sector 562213: Solid waste incinerators.*

1. Shall be consistent with the most current county solid waste management plan.

11:7.18. *Sector 56292, Material Recovery Facilities (including single stream recycling).*

1. The use shall be consistent with the most current Jasper County Solid Waste Management Plan.
2. The material recovery facility may only accept non-food items, such as, glass, newspaper, cardboard, metal, construction and demolition debris, or other similar materials. Sewage or hazardous substances shall not be permitted.
3. All recovery and storage activities shall be conducted within an enclosed building with a concrete floor. Doors may remain open during active operations but must be closed otherwise and should not face the right-of-way; nor should they be visible from adjacent properties through the use of complete screening (100 percent opacity) using berms, fencing, landscaping, buildings or a combination thereof
4. Recovered wood, concrete, and dirt may be stored outside temporarily, but shall not be stacked or stored higher than the required fencing.
5. All areas adjacent to the transfer point, such as the tipping floor, the turning area, and the area supporting the trailer while it is being packed, shall be paved with concrete.
6. Adequate standing and parking facilities shall be provided on the site so that no packers or other collection vehicles at any time stand on a public right-of-way waiting entrance to the site.
7. All materials and activities not within fully enclosed buildings shall be enclosed on all sides by a chain link fence with evergreen screening of an approved type, a wooden privacy fence, or fencing of other material which has been given approval by the DSR. All metal or wooden fence posts shall have at least one-third of their length below ground level and shall be set in hard packed clay or concrete. All metal fence posts shall be treated with an anti-corrosive coating. All wooden posts shall be pressure treated or creosote coated lumber with at least a four inch by four inch nominal cross section.
 - a. The term "fence" shall mean an eight foot tall chain link, wooden fence, or fencing of other material which has been given approval by the DSR, which forms a substantial physical barrier which completely surrounds the operations area, including all recyclable material and non-recyclable materials defined as "junk" in article 18 of the Jasper County Zoning

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- Ordinance, and shields the operation area and recyclable material and non-recyclable materials from view, and is capable of withstanding the effects of the local climate.
- b. The term "evergreen screening" shall mean evergreen trees or shrubs with a minimum height of five feet at time of installation, and not less than eight feet when mature; spacing shall be based upon the species used so that at maturity the body of the branches of the tree or shrub shall not be more than one foot from the body of the adjacent planting. Acceptable species include, but are not limited to, Ligustium, Euonymous, Leyland Cypress, White Pine, Cedar, Arborvitae, Hemlock, and upright varieties of Juniper, Holly and Yew.
 - c. Landscaping is required outside of the fencing when evergreen screening is not used. One evergreen shrub shall be installed for every five linear feet of fence on the side of the fence facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
- 8. Screening, buffering and landscaping requirements shall be met in accordance with article 12:8. Buildings viewable from a public right-of-way are required to have foundation buffers as part of its landscape plan. The DSR may require additional landscaping to make the site more aesthetically pleasing.
 - 9. All activity conducted on the premises must be contained within the visual screen, and the fencing shall be securely locked unless being actively and contemporaneously supervised.
 - 10. No burning of any material other than material specifically designed or suitable for the purpose of employee comfort. Any exception must be approved by state or local fire officials given a minimum of 24 hours' notice of such burn.
 - 11. At least 75 percent of the total volume of each separated material type received during a calendar year and remaining on site from a previous year shall be used, reused, recycled, or transferred to a different site for use, reuse, or recycling
 - 12. Storage of items/materials shall be so arranged as to permit easy access for firefighting purposes.
 - 13. Stormwater runoff shall be addressed through the use of BMPs listed in the Jasper County Stormwater Management Manual to prevent additional post development runoff discharge rate and volume as seen in article 10:6 of the Jasper County Land Development Regulations.
 - 14. The use shall comply with all state and federal regulations.
 - 15. New construction, expansion or renovation of these facilities shall require submission to the planning commission of a storm water management plan using best management practices designed to protect adjacent properties, wetlands, ditches and watersheds.
 - 16. Certain activities permitted by DHEC or other state or federal agencies may require a bond, letter of credit or other form of financial security to provides for de-commission, clean-up and/or close-out of these facilities. No development or other permit, or business license for activities requiring such financial securities shall be issued by Jasper County unless such financial security is also in favor of Jasper County, if available as part of the state's financial security, to cover any costs or expenses incurred by the county in the event the operation or condition of the facility result in the need to abate a nuisance situation, ameliorate a public health or safety condition, clean-up, decommission and/or close-out the facility. In the event Jasper County cannot for whatever reason be included as a covered party under the state financial security, or it is more efficient and economical to provide a separate financial security to the county, then a separate financial security may be provided to the county instead.

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- a. In the event a financial security is not required by DHEC as part of its permitting requirements, or no DHEC permit is required, nonetheless, a letter of credit or other financial security in favor of the county approved by the county administrator is required before either a development permit or business license can be issued, to be in an amount no less than the total capacity of the facility at a rate of \$60.00 per cubic yard.

17. County owned and operated facilities are exempt from these regulations.

11:7.19. *Sector 56299: All other waste management.*

1. Shall be consistent with the most current county solid waste management plan.

11:7.19a. *Section 6116: Other schools and instructions.*

1. Use is subject to all applicable zoning code requirements and land development regulations.
2. Facilities are limited to 3,000 square feet.
3. Architecture of new structures must complement the nearby community and be compatible with the character of the area.
4. Services are limited to 20 students at any one time.
5. Owner/operator must provide proof of all outside agency approvals for services provided.
6. Hours are limited to 7:00 a.m. to 7:00 p.m., Monday to Friday and 7:00 [a.m.] to 5:00 p.m. on Saturdays.
7. Structures must meet buffering and screening requirements per article 12.
8. Off-street parking must be accommodated on-site.
9. Off street parking is prohibited within the building setback.
10. One flat two-sided business sign not larger than four square feet per face is permitted to identify the business. Signs shall not be illuminated.
11. Use of existing structures is subject to fire marshal and building official review and approval.
12. Facilities must be served by sewer systems or by septic systems sized appropriately to meet DHEC minimum standards for the use and size.

11:7.20. *Sector 6231: Nursing care facilities.*

1. The facility shall be designed to be compatible with residential development.
2. Screen parking from adjacent properties and public right-of-way as required in section 12.8.

11:7.21. *Sector 6233: Community care for elderly.*

1. The facility shall be designed to be compatible with residential development.
2. Screen parking from adjacent properties and public right-of-way as required in section 12.8.

11:7.21.A. *Sector 623990: Other residential care facilities.* Where other residential care facilities are allowed as a conditional use, such uses shall meet the following requirements:

1. The residence and its grounds shall be designed to be compatible with surrounding residential development.
2. There shall be minimal visually identifiable differences from the outside of the residential structure that would distinguish the residence from a typical residential dwelling as determined by the development services representative.

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3. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.

11:7.22. *Sector 6244: Day care services.*

1. Approval must be obtained from the South Carolina State Department of Public Welfare Rules and Regulations relating to licensing care facilities and care centers, and the following requirements.
2. The minimum lot area for a care center shall be 20,000 square feet. At least 75 square feet of outdoor exercise area shall be available for each person based on the maximum enrollment.
3. The building shall contain a minimum of 35 square feet of floor area for each person based on the maximum enrollment.
4. A fence having a minimum height of six feet constructed to provide maximum safety to the occupants shall enclose the entire outdoor exercise area.
5. Off-street parking shall be provided in accordance with provisions set forth in section 12:1, Off-street parking.
6. Applicant must show an indication of impact for such items as traffic, noise, delivery vehicles, site access, etc. of the proposed care center.

11:7.23. *Sector 712: Museums and historical sites.*

1. Screening of parking as required in section 12.8.

11:7.24. *Sector 71393: Marinas.*

11:7.25. *Sector 713990: Gun club and skeet ranges.* The unique nature of this use is such that the following criteria shall be observed in placing any such use in the county.

1. It shall be located no closer than one mile to any residential use.
2. Gunfire shall be oriented away from habitable areas.
3. The site upon which the use is proposed shall be suitable in size and topography to ensure the safety of surrounding residents.
4. Adequate warning signs shall be placed to warn public of activity.

11:7.26. *Sector 721191: Bed and breakfast inns.* Bed and breakfast inns are intended to provide a unique transit lodging experience. As a result, care should be taken to protect the environs that contribute to the experience of such lodging while promoting their use. Toward this end, bed and breakfast inns, where permitted by this ordinance, shall:

1. Be occupied by the resident/owner.
2. Serve no regularly scheduled meal other than breakfast.
3. Provide off-street parking on the basis of one and one-half space per guest room, plus two spaces for the resident innkeeper; further provided that sufficient off-street parking space shall be available on site to accommodate private gatherings, where proposed by the applicant.
4. Be permitted one non-illuminated identification sign, not to exceed four square feet in area. Self illuminated, can use landscape lighting.

11:7.27. *Sector 72121: Camps and recreational vehicle.* Camps and recreational vehicle (RV) park, where permitted by Table 6.1, shall comply with the following site and design standards:

1. The site shall be at least five acres.

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2. The site shall be developed in a manner that preserves natural features and landscape.
 3. The following dimensional requirements shall serve as parameters beyond which development shall not exceed.
 - a. Maximum impervious surface ratio shall not exceed 15 percent of the project site.
 - b. Minimum setbacks for all structures and recreational vehicles shall be:
Street frontage: 100 feet.
All other property lines: 50 feet.
 - c. Maximum density shall not exceed ten vehicles per acre.
 - d. Bufferyards shall be as specified by article 12.
 4. Areas designated for parking and loading or for trafficways shall be physically separated from public streets by suitable barriers against unchanneled motor vehicle ingress and egress. All drivers shall be located at least 150 feet from any street intersection and shall be designated in a manner conducive to safe ingress and egress.
 5. All streets within RV parks shall be private and not public.
 6. Each park site shall be serviced by public water and sewer or other systems approved by DHEC.

11:7.27.A. *Sector 8111: Auto repair and maintenance.*

1. In the Community Commercial District, the use shall be 250 feet from any existing residential development, school or daycare. Measured from the property line.
2. Openings to repair bays shall not face road ROWs and shall be designed to minimize visual intrusion onto adjacent properties.
3. Repair and storage of all vehicles shall occur within an enclosed building. Temporary outdoor vehicle storage may be allowed in an outdoor storage area located to the rear or the side of the principal structure and completely screened (100 percent opacity) from adjacent properties and ROWs using berms, fencing, landscaping, buildings or a combination thereof.
4. Vehicles that are repaired and are awaiting removal shall not be stored or parked for more than 30 consecutive days unless the owner or operator of the establishment demonstrates steps have been taken to remove the vehicles from the premises using the appropriate legal means.
5. All automobile parts and similar materials shall be stored within an enclosed building or completely screened (100 percent opacity) from adjacent properties and ROWs using berms, fencing, landscaping, buildings or a combination thereof.
6. Landscaping is required for all outdoor storage areas. One evergreen shrub shall be installed for every five linear feet of screened area on the side of the screened area facing a neighboring property or public right-of-way. The minimum shrub shall be three to five gallons in size and shall be nursery stock with well-developed root systems. All planted areas shall be properly maintained and shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development.
7. In addition to the requirements of the outdoor storage area, Buffering and Landscaping requirements shall be met in accordance with Article 12:8.
8. The open storage of wrecked vehicles, dismantled parts, or parts visible beyond the premises is prohibited.
9. The use shall not include outdoor storage lots or impoundment yards for towed vehicles.

11:7.28. *Sector 8121: Personal care services.*

1. Screening of parking required in section 12.8.

11:7.29. *Sector 81222: Cemeteries.*

1. The minimum area for a perpetual care cemetery shall be 30 acres. Cemeteries in existence prior to January 1, 2003 are exempt from this requirement. The minimum area for a church cemetery shall be one acre.
2. Where a cemetery adjoins non-residentially-zoned property, no setback is required. When a cemetery adjoins residentially zoned property, no building, structure, burial plot or storage of equipment or materials shall be located closer than 35 feet of any property line, and mausoleums, columbaria, and chapels shall not be located closer than 50 feet of any property line.
3. Screening shall be provided in accordance with the provisions set forth in section 12:8, Screening and buffering requirements.
4. Adequate off-street waiting space shall be provided for funeral processions so that no vehicle stands or waits in a road right-of-way.
5. All cemetery access shall be provided from an arterial or collector street.
6. Mausoleums may be located only within the boundaries of approved cemeteries.
7. Cemetery review standards in accordance with S.C. Code 1976, tit. 27, ch. 43, shall apply to all cemeteries, regardless of zoning classification.
8. A storm water plan must be submitted and approved by the DSR before cemetery approval may be granted.
9. A cemetery may not be located in a flood hazard overlay district.

Pre-existing cemeteries. Any cemetery or portion of a cemetery that was approved, or was in the process of gaining approval, on the date of adoption of this ordinance shall be considered a nonconforming use. All others shall be subject to the specific provisions of this ordinance.

11:7.29.A. *Sector 812910; Animal Shelters.*

1. Minimum lot size five acres.
 - a. No exotic animals as defined by Title 9 of the Code of Federal Regulations, Section 1.1 are allowed.
2. Structures that house animals must be at least 100 feet away from adjacent property lines.
3. Where an existing residential use is adjacent to the subject property Bufferyard 4 shall be required (See Article 12:8.2, *Bufferyards*).
4. Where the Shelter is for non-household animals, i.e., horses, cattle, goats, sheep, etc., the minimum site area must accommodate one-half acre per horse or cow, and one-quarter acre for smaller animals such as sheep and goats.
5. A five-foot high fence shall be provided for all paddock and pasture areas.

11:7.30. *Second single-family residential dwelling unit.*

1. The minimum lot size for a second single-family residential dwelling unit shall be 200 percent of the minimum lot size of the district. There is a minimum of one-half acre per dwelling unit in the residential and community commercial district (one-acre parcel minimum) and a minimum of one

acre per dwelling unit in the rural preservation district (two-acre parcel minimum), so as to not increase overall allowed density.

2. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map copy to demonstrate conditional use compliance at time of application. The following must be demonstrated:
 - a. All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots and so arranged to ensure public access in the event the property is subsequently subdivided for sale or transfer.
 - b. If not connected to sewer, the lot is sufficient in size and shape so that the two units can be designed around two separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
3. Second single-family residential dwelling unit cannot share a septic system and separate DHEC septic permits must be attained prior to issuance of a conditional use review zoning permit, if units are not connected to sewer lines.
4. Zoning and building permits must be attained prior to construction.

11:7.30.B. *Manufactured housing in community commercial and village commercial.* Where other residential care facilities are allowed as a conditional use, such uses shall meet the following requirements:

1. The standards for manufactured housing in community commercial and village commercial districts shall be the same as the standards for manufactured housing and single-family housing in the residential district, including but not limited to lot area, setbacks, and densities, as if in the residential district.
2. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.
3. Any applicable overlay district requirement shall be applied.

11:7.31. *Duplexes.* Due to the unique design features of duplex housing, the following supplemental design requirements shall apply:

1. Such projects shall be located in areas that are served by public water and sewer providers. Septic systems, including community septic systems are strictly prohibited.
2. Such projects shall have a minimum of one acre and a maximum of ten acres in the Residential, Community Commercial and General Commercial Zoning Districts.
3. Such projects shall have a minimum of two acres and a maximum of ten acres in the Rural Preservation District.
4. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.
5. Building orientation shall be representative of that exhibited by surrounding single-family development.
6. The size, bulk, height and scale of proposed structures shall reflect the characteristics of existing single-family structures in the area.
7. At least one duplex front door should be visible from the front of the structure.
8. Entrances should be visible and approaches to the front entrance of each dwelling unit should be clearly delineated by improved walkways and landscaping.

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9. The site plan shall be designed in a way to complement the existing character of the surrounding area. The planning commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
 10. When a duplex development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved.
- 11:7.31.A. *Multi-family apartments*. Where multi-family apartments are allowed as a conditional use, such uses shall meet the following requirements:
1. Such projects shall be a minimum of five acres.
 2. Such project shall have a maximum density of ten units per acre.
 3. For all units the minimum setbacks shall be as prescribed in Article 7:3, Table 1.
 4. Sidewalks not less than five feet in width shall be provided along the front property line of each project, building.
 5. Not less than 15 percent of the project site shall be diverted to contiguous common open space which is designated for use by the residents.
 6. The project must demonstrate availability of water and sewer that will meet the capacity requirements of the development.
 7. The site plan shall be designed in a way to complement the existing character of the surrounding area. The planning commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
- 11:7.32. *Townhouses*. Due to the unique design features of townhouses, the following supplemented design requirements shall apply:
1. Such projects shall be located in areas that are served by water and sewer.
 2. Such projects shall have a minimum of one and one-half acre.
 3. Not more than eight or fewer than three townhouses may be joined together, with approximately the same front line (may be staggered).
 4. Minimum distance between rows of buildings shall be not less than 20 feet.
 5. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.
 6. Sidewalks not less than four feet in width shall be provided along the front property line of each project, building.
 7. Not less than ten percent of the project site shall be diverted to contiguous common open space which is designed for use by the residents.
 8. The site plan shall be designed in a way to complement the existing character of the surrounding area. The planning commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
 9. When a townhouse development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved.
- 11:7.33. *Patio homes*. Due to the unique design features of patio homes, the following supplemental design requirements shall apply:

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1. Such projects shall be located in areas that are served by public water and sewer providers. Septic systems, including community septic systems, are strictly prohibited.
 2. Such projects shall have a minimum of one acre and a maximum of ten acres.
 3. For all units, the lot area, yard, and setbacks shall be as prescribed in Article 7:3-Table 1.
 4. Not less than ten percent of the project site shall be diverted to contiguous common open space which is designed for use by the residents.
 5. The site plan shall be designed in a way to complement the existing character of the surrounding area. The planning commission may impose such other requirements as it deems necessary to protect the established character of the neighborhood, where appropriate.
 6. When a patio home development is proposed on a single parcel of land for rental purposes, it shall be considered a major subdivision, except within an approved Planned Development District (PDD) where a development agreement is in effect and a master plan has been approved, and must comply with major site plan requirements.

11:7.34. *Manufactured Housing - Second Unit, Family Member Only.* The purpose of allowing, in certain circumstances, the placement of a second manufactured house on the same parcel is for the benefit of family members only; and excludes any property or structures that are used for rental properties. The property shall be subdivided whenever possible; however, in the event that the property cannot be subdivided at such time of application, a second manufactured house will be allowed by the County for family members, where conditionally permitted by Table 6:1, provided that the following requirements must be met:

1. The person whom will occupy the second manufactured house is related to the owner of the property by blood, marriage, or adoption.
2. A second manufactured house shall not be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
3. **The minimum lot size for a second single-family residential dwelling unit shall be 200 percent of the minimum lot size of the district.** ~~There is a minimum of a half-acre per dwelling unit in the Residential and Community Commercial District (1-acre parcel minimum) and a minimum of one acre per dwelling unit in the Rural Preservation District (2-acre parcel minimum),~~ so as to not increase overall allowed density.
4. The applicant must provide a sketch plan, or work with the DSR to develop a sketch plan, to show dwelling location on an existing plat or tax map to demonstrate conditional use compliance at time of application. The following must be demonstrated:
 - a. All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;
 - b. If not connected to sewer, the lot is sufficient in size and shape so that the two units can be designed around two separate septic systems that can be entirely located on separate lots in the case of future subdivision for sale or transfer. Septic permits are necessary prior to conditional use approval.
5. Second Manufactured House cannot share a septic system and separate DHEC septic permits must be attained prior to issuance of a conditional use review Zoning Permit, if units are not connected to sewer lines.

11:7.35 *Family Estate.* The purpose of the Family Estate is to address situations where there are title issues, i.e heirs property; and to support a traditional family way of life; and to respect cultural and historical

settlement patterns in Jasper County. For purposes of this subsection, a single family dwelling unit includes, stick built house, manufactured homes, and modular homes. Family Estate shall meet the following requirements, where conditionally permitted by Table 6:1:

1. If the property is "heirs property", the county shall permit additional family dwelling units and/or permit a subdivision by the person or persons in control of the property (i.e. the family member or members who pays taxes, occupies the property), upon application and determination that both of the following are satisfied:
 - a. Either a single member of the family, multiple members of the family, or an unbroken succession of family members have owned the property for no less than 30 years.
 - b. The person for whom the family dwelling unit is to be built and/or the property subdivided, is related to the owner of the property by blood, marriage, or adoption.
2. Single family dwelling unit design is as follows:
 - a. Family dwelling units may be built at the densities set forth in Family Estate below as limited by subsection (4) of this section.

Family Estate Density Table

Minimum Site Area (acres)	Density (Units per Acre)		
	Zoning of the property is Residential, Village Commercial , Community Commercial, or General Commercial:	Zoning of the property is Rural Preservation:	Zoning of the property is Rural Preservation (10):
1	2	1	1 unit/1 acre up to 25 units
2	4	2	
3	6	3	
4	8	4	
5	10	5	
6	12	6	
7	12	7	
8	12	8	
9	12	9	
10	12	10	
11	12	11	
12 or More	12	12	

- i. All applicable lot area and setback requirements are met for all units as if they were established separately on their own lots and so arranged to ensure public service access in the event the property is subsequently subdivided for sale or transfer;
 - ii. If not connected to sewer, the lot is sufficient in size and shape so that all of the units can be designed around separate septic systems that can be entirely

located on separate lots in the case of future subdivision for sale or transfer.
Septic permits are necessary prior to conditional use approval.

- c. No family dwelling unit shall be built unless the appropriate agency has determined that septic and water supply systems and reserve areas in the family estate are sufficient to serve all units in the estate and are properly permitted. If three or more units are served by a single well, the well must be properly licensed and maintained in accordance with SC DHEC standards.
 - d. Paved roads may not be required, but must comply with standards pursuant to Section 7.1 of the Jasper County Land Development Regulations. Any placement of homes under this section shall be accompanied by covenants and cross easements, or similar restrictions and reservations, guaranteeing essential infrastructure and 50 feet of vehicular access for each family subdivided lot.
- 3. No family dwelling unit shall be leased or rented for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
- 4. No portion of a tract of land under this section shall be conveyed for five years from the date of approval unless the grantee is related to the property owner by blood, marriage, or adoption. This limitation on conveyance shall:
 - a. Be recorded on the plat of the applicant's property, on the plats of any property subdivided and conveyed by the applicant under this section, and in a database accessible to county staff.
 - b. Not operate to prohibit actions in foreclosure brought by lenders that are participating in the secondary mortgage market.
 - c. Not operate to prohibit sale by the county of the entire tract or a portion of it for nonpayment of property taxes.
- 5. Violations and penalties for violation of this section are as follows:
 - a. Any person found in violation of this section may be assessed a fine of the maximum allowed by state law for each dwelling unit in violation.
 - b. A violation of this section shall consist of the following:
 - i. Intentional misrepresentation during the application process;
 - ii. Lease of a family dwelling unit to a nonfamily member within five years of approval; or
 - iii. Conveyance of any portion of a tract of land granted a density bonus under this section to a nonfamily member within five years of approval.
 - c. The fine may be waived if it can be shown that lease or conveyance to a nonfamily member was absolutely necessary to avoid foreclosure on either a family dwelling unit or any portion of a tract granted a density bonus under this section.
 - d. Until the fine has been paid, the DSR shall not permit additional family dwelling units or further subdivision under this section in the violator's family estate.
 - e. As a condition of approval, the applicant and the person for whom the family dwelling unit is to be built or the property subdivided shall read and sign disclosure forms describing violations of this section and applicable penalties.

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- f. A violation shall not have the effect of clouding the title of a parcel subdivided under this section.
 - 6. Applicants must submit a sworn affidavit with the following information:
 - a. Certification that the parcel in question has been in the family for at least 30 years as required by this section.
 - b. An agreement that all new parcels subdivided from the parent parcel shall be owned or used by family members or as otherwise provided for in this section.
 - c. Acknowledgment that resale of any parcel approved as part of a family estate shall be restricted for five years as provided for in this section.
 - 7. If the property leaves the family, the new owner must comply with all applicable sections of the Jasper County Zoning Ordinance and Jasper County Land Development Regulations as it relates to minimum lot sizes, densities, setback requirements, access roads, mobile home park standards, and major or minor subdivision regulations.
- 11:7.36. *Home occupation.* Home occupations, as defined by this ordinance, shall meet the following requirements, where conditionally permitted by Table 6.1.
- 1. The home occupation shall be carried on wholly within the principal building.
 - 2. The floor area dedicated to such use shall not exceed 25 percent of the floor area of the principal building, up to 400 square feet.
 - 3. No activity shall be conducted outside, nor shall there be any outdoor storage, display, or refuse area in the yard.
 - 4. No signs shall be allowed.
 - 5. No merchandise or articles shall be displayed so as to be visible from outside the building.
 - 6. One person not residing in the residence shall be employed in the home occupation in addition to residents.
 - 7. No traffic shall be generated in an amount above that normally expected in a residential neighborhood.
 - 8. No parking is needed above that required by the principal residential use.
 - 9. There is no alteration whatsoever of the residential character of the building(s) and/or premises.
 - 10. The occupation, profession, or trade generates no noise, glare, heat, vibration, smoke, dust, or odor perceptible to adjacent uses.
 - 11. The occupation shall not involve the retail sale of merchandise manufactured off the premises.
- 11:7.37. *Buildings, structures, lift stations, etc.*
- 1. Such uses shall be enclosed within a building or by a suitable fence providing protection and screening against light, noise, fumes, or unsightliness.
 - 2. Open area on the premises shall be landscaped.
- 11:7.38. *Open storage.*
- 1. Such storage area does not occupy over 20 percent of the build-able area.
 - 2. Shall not be located in any required setback area.
 - 3. Must be screened from public view.

11:7.39. *Temporary uses.*

Type and location. The following temporary uses and no others may be permitted, subject to the conditions herein.

1. Tents or other temporary structures for the conduct of any use permitted in the GC and CC Districts for a period not to exceed 45 days.
2. Contractor's office and equipment shed, in any district, for a period covering construction phase of a project not to exceed one year unless re-permitted; provided that such office be placed on the property to which it is appurtenant.
3. Portable classrooms in any district for cultural or community facilities, educational facilities, or religious complexes, for an indefinite period provided all required setbacks for the district in which the structures are to be located shall be met and the portable structure shall be located on the same site as the principal structure.
4. Temporary office trailers in any commercial or industrial district where the principal building is being expanded, rebuilt, or remodeled for the conduct of business while the principal building is under construction.

Permit required.

1. No temporary use may be established without receiving such permit.
2. Temporary use permits may be renewed no more than twice within a 12-month period, provided that said use will not create traffic congestion or constitute a nuisance to surrounding uses.
3. Any temporary use that is determined to be creating a nuisance or disruption may have its temporary permit revoked by the DSR.
4. Temporary uses and structures from which temporary uses are operated shall be removed from the site after the temporary permit has expired.

11:7.40. *Temporary accessory dwelling unit.* A manufactured home as defined in article 4 of this ordinance may be permitted in any zoning district as a temporary accessory residential use which shall be clearly subordinate to a principal single-family detached dwelling or manufactured home, whether or not such principal use is conforming, subject to all of the requirements listed below. In authorizing the temporary accessory residential use, the DSR may impose such reasonable and additional stipulations, conditions, or safeguards that in the DSR's judgment will better fulfill the intent of this ordinance.

The DSR may authorize issuance of a permit for a temporary accessory residential use for a period not to exceed six months. At the end of that time, the DSR may, after a complete review of the request, grant an extension of the permit for a period not to exceed one year. The review procedure shall be the same as the original application procedure. It shall be the responsibility of the DSR to present to the council after each six-month period a status report of the conditions and to notify the applicant of the review.

The DSR may at any time terminate the authorization at the request of the initiating applicant or upon the finding that the extenuating conditions no longer exist. The temporary accessory residential use and any associated services shall be removed from the premises within 30 days after notice of termination.

The DSR shall determine that the following requirements have been satisfied:

1. The use shall be necessitated by the incapacity, infirmity, or extended illness of an individual who requires continuous nursing care. The attending physician shall certify the physical and/or mental condition of the person in question.

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2. The use is intended only to meet a temporary need or hardship.
 3. If the principal residential use is nonconforming, the provisions of section 9:3, Nonconforming uses and structures, shall be satisfied.
 4. The temporary accessory residential use shall meet all of the requirements contained in this ordinance for accessory uses.
 5. The temporary accessory residential use shall conform to all of the requirements for uses permitted by conditional use as set forth in subsection 6:2.6, Conditional uses.
 6. No minimum lot area or lot width requirements shall be required for the temporary accessory residential use.
 7. The temporary accessory residential use shall conform to the front, side, and rear yard requirements established for the district in which the use is located.
 8. Off-street parking shall be provided in accordance with the provisions set forth in section 12:1, Off-street parking, for the principal residential dwelling only.
 9. A manufactured home which is being utilized as a temporary accessory residential use may not be physically attached to or be a part of the principal structure located on the lot.
 10. No permit to allow a temporary accessory residential use shall be issued until all applicable regulations of the county building department and other public agencies have been satisfied in regard to the adequate provision of water, sewer, access, electrical service, and fire protection. In seeking approval of the temporary accessory residential use, the applicant must demonstrate to the DSR that these facilities and services are adequately situated with respect to the lot in question.
 11. The principal for whom the accessory use is requested must be a relative by blood or marriage or in a relationship created through adoption or through foster parental care.
 12. To provide for adequate notification of the permit application to surrounding property owners, the applicant shall provide to the DSR signatures of the following:
 - a. All property owners who own property abutting the subject property.
 - b. All property owners of property located directly across a street from the subject property.

(Ord. No. 11-24, § 8, 9-6-11; Ord. No. 12-03, § 2, 3-5-12; Ord. No. 12-09, §§ 1, 2, 6-18-12; Ord. No. 12-16, § 2, 9-17-12; Ord. No. 13-04, § 2, 4-1-13; Ord. No. 14-25, §§ 2—6, 12-1-14; Ord. No. 15-18, § 2, 8-17-15; Ord. No. 15-29, § 2, 9-21-15; Ord. No. 15-26, § 2, 12-7-15; Ord. No. 17-04, § 4, 4-17-17; Ord. No. 17-13, § 2, 5-15-17; Ord. No. 2020-04, § 1, 3-16-20; Ord. No. 2020-22, § 2, 10-5-20; Ord. No. 2020-24, §§ 3—5, 1-21-20; Ord. No. 2020-25, §§ 2, 3, 2-3-20; Ord. No. 2023-15, §§ 3—5, 9-18-23)

Editor's note(s)—Ord. No. 2020-24, adopted Jan. 21, 2020, added new provisions designated as Sections 11:7.34 and 11:7.35, and subsequently renumbered Sections 11:7.34—11:7.38 as Sections 11:7.36—11:7.40.

ARTICLE 22. RURAL SMALL LOT SUBDIVISION STANDARDS

22.1. Purpose

The purpose of this Article is to maintain the character and heritage of the rural landscape by providing flexibility through alternative standards for the subdivision of rural lands in Jasper County in exchange for permanent protection of open space.

22.2. Applicability

The standards found in this Article are permitted within the Rural Preservation-10 zoning district for existing lots of record that have been owned by an individual or family since January 1, 1995, or before. Either a single member of the family, multiple members of the family, or an unbroken succession of family members have owned the property for no less than 30 years.

22.3. Definitions

Base Site Area. The Base Site Area consists of the parent parcel minus areas not suitable for development due to legal, physical, natural, or other constraints. The Base Site Area shall be determined as follows:

Parent parcel gross site area as determined by actual survey:

Minus Land separated by a road or utility right-of-way

Minus Land within existing roads' ultimate rights-of-way

Minus Land separated by water and/or marsh

Minus Existing natural water bodies on the property, jurisdictional and non-jurisdictional wetlands, and land/tidal wetlands seaward of the OCRM critical line

Minus Land previously dedicated as open space

Equals = Base Site Area

Open Space Preservation Area. The land within the subdivision that is left undeveloped in exchange for reduction in lot size and/or other development requirements.

Parent Parcel. The parent parcel constitutes the parcel to be subdivided.

22.4. Development Standards.

Rural small lot subdivisions shall be subject to the following standards.

<u>Table 1: Development Standards</u>	
<u>Maximum Density</u>	<u>1 principal dwelling unit per 10 acres ¹</u>
<u>Minimum Lot Area</u>	<u>1 acre</u>
<u>Minimum Lot Width</u>	<u>150 feet</u>
<u>Minimum Setbacks ²</u>	
<u>Front (major street, multi-lane)</u>	<u>60 feet</u>
<u>Front (major street, two-lane)</u>	<u>45 feet</u>
<u>Front (minor street)</u>	<u>25 feet</u>
<u>Side</u>	<u>25 feet</u>
<u>Rear</u>	<u>25 feet</u>
¹ Base site area	
² Setbacks shall also apply to Open Space Protection Areas	

22.5. Open Space Preservation Area (OSPA) Standards.

Open space preservation areas shall be contiguous to the maximum extent practicable.

The OSPA must consist of a minimum of fifty percent (50%) of the base site area.

In instances where natural features (wetlands, waterbodies, forested areas, etc.) are part of a larger system which extends to adjacent property(ies), these areas shall be prioritized for protection. In instances where an existing parcel has already established open space preservation areas, the proposed rural lot subdivision shall include open space protection of natural features contiguous with the adjacent property(ies).

Land dedicated to open space shall not include land dedicated for uses such as community swimming pool(s), clubhouse(s), and similar uses. Recreational amenities, such as walking/biking trails, may be permitted within the OSPA in conformance with applicable state and federal laws. Recreational lakes or ponds used for storm water management and designed as naturalized features may be included in the land designated as open space. Fenced detention or retention areas used for storm water management shall not be included in the calculation of required open space.

The owner shall select land dedicated for open space purposes and type of ownership. The open space preservation area may remain with the parent parcel to be held in single ownership or subdivided into a separate parcel. In either case, a note shall appear on the plat and recorded in the deed that development of the open space preservation area is prohibited.

Type of ownership may include, but is not necessarily limited to, the following:

1. The County, subject to acceptance by the governing body;
2. Other public jurisdictions or agencies, subject to their acceptance;
3. Non-profit or quasi-public organizations committed to the protection and conservation of open space, subject to their acceptance;
4. Homeowner or cooperative associations or organizations; or
5. Shared, undivided interest by all property owners within the subdivision.

B. Maintenance of open space - The person(s) or entity identified above, as having the right to ownership or control over open space, shall be responsible for its continuing upkeep and proper maintenance.

22.6. Restrictions on Future Subdivisions.

A note shall appear on all plats for rural small lot subdivisions specifying the number of remaining by-right lots that can be subdivided from the parent tract. If all by-right lots are subdivided, the note shall state that remaining subdivisions of the parent parcel shall be prohibited, except in compliance with the open space preservation standards specified in Section 22.5.

22.7 Roadside Buffer

A minimum fifty foot (50') wide continuous landscaped buffer shall be established and maintained parallel and adjacent to the highway corridor. This buffer is separate and distinct from the buffering requirements of Section 12.8 except that, where that section may call for a greater setback from the highway because of a specific activity, the greater setback distance shall be observed. Likewise, should Section 12.8 require total screening because of a specific activity, the fifty foot (50') wide landscaped buffer may be used to accommodate such screening.

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

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

3. Lighting.

4. Landscaping fixtures.

5. Signage.

6. Underground utility lines.

7. Overhead utility lines which run perpendicular to the road right-of-way and are consolidated with vehicular access drives wherever possible.

OR BK1167 PG 1536 - 1537 (2)
Doc No: 202400007156
Recorded: 11/20/2024 04:00:14 PM
RESL Fee Amt: \$0.00
State Tax: \$0.00 Local Tax: \$0.00
Filed for Record in Jasper County, SC ROD
Vanessa Wright, Registrar

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2024 -42

**RESOLUTION OF JASPER COUNTY COUNCIL TO
APPROVE SPECIAL SERVICES CONTRACT WITH HdL
COMPANIES FOR BUSINESS LICENSE CONSULTING
SERVICES**

WHEREAS, the Jasper County Business License Department would like to contract with HdL Companies to provide the following consulting services: HdL will utilize publicly available data to research and identify businesses currently not paying business license fees to Jasper County. HdL will contact such businesses which it identifies, and businesses identified by Jasper County, and work with Jasper County and business to see if the business is compliant with Jasper County's business license requirements.

WHEREAS, section 2-413 defines special services as those professional services provided by physicians, architects ministers, engineers, accountants, attorneys, and management and consulting services, which are normally obtained on a fee basis, and further provides that these services may be procured without utilization of a bidding process.

WHEREAS, section 2-413 further provides that the departments using such services may contract on their behalf for such services provided that the following: 1) the department solicits the best possible contract, 2) negotiation with the provider of such services shall include the department head and the purchasing officer, 3) the department shall obtain the approval of the county council, 4) the department procuring the services shall seek the advice of department heads with expertise on the subject, and 5) County council shall have the authority to continue to contract for the services from year to year when it is in the best interest of the county.

WHEREAS, the Business License Department in cooperation with the purchasing officer have solicited the best possible contract, and

WHEREAS, the Business License Department has sought the advice of other business license departments using the same or similar services within the region, and

WHEREAS, the proposed contract term is one year with an automatic one-year renewal unless canceled with sixty days written notice, 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. 2-413 are met and hereby approves the services of HdL Companies.

BE IT FURTHER RESOLVED, that the County Council authorizes the County Administrator, Mr. Andrew Fulghum, to execute the contract after review by the County Attorney.

SIGNATURES FOLLOW

This Resolution No. R- 2024-42 made this 18th day of Nov, 2024.



L. Martin Sauls, IV
Chairman

ATTEST:



Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.


David L. Tedder

11-18-2024
Date

WORKSHOP AGENDA ITEM # 2

Resolution #R-2025-29 a Resolution Approving, For Purposes of Section 147(F) of the Internal Revenue Code of 1986, as Amended (The “Code”), the Issuance of Not To Exceed \$855,000,000 Tax-Exempt Bonds To Be Issued By The National Finance Authority For The Benefit Of Novant Health, Inc.

*Resolution #R-2025-29 for
workshop review*

**STATE OF SOUTH CAROLINA
JASPER COUNTY
RESOLUTION #R-2025-29**

RESOLUTION APPROVING, FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), THE ISSUANCE OF NOT TO EXCEED \$855,000,000 TAX-EXEMPT BONDS TO BE ISSUED BY THE NATIONAL FINANCE AUTHORITY FOR THE BENEFIT OF NOVANT HEALTH, INC.

WHEREAS, the County Council of Jasper County, South Carolina (the “County Council”) has been advised by Novant Health, Inc., a North Carolina nonprofit corporation (“Novant”), and, through an affiliate, owner of Coastal Carolina Hospital, of the proposed issuance by the National Finance Authority (the “Authority”), a component unit of the Business Finance Authority of the State of New Hampshire, of its Revenue Bonds (Winston-Salem Sustainable Energy Partners) in one or more series (the “Bonds”), in an aggregate principal amount not to exceed \$855,000,000; and

WHEREAS, the Authority has been requested to issue the Bonds and to lend the proceeds from the sale thereof to Winston-Salem Sustainable Energy Partners LLC (the “Borrower”), an Arizona limited liability company, for the ultimate benefit of Novant and the other Benefitting Entities (as defined below); and

WHEREAS, the Bonds will be qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the “Code”), and the proceeds from the sale of the Bonds will be applied by the Borrower to pay the cost of Energy Projects (as defined below) and Routine Capital Expenditures Projects (as defined below) at certain hospitals and related facilities located in North Carolina and South Carolina, including Coastal Carolina Hospital, located at 1000 Medical Center Drive, Hardeeville, SC 29927 (collectively, the “Novant Facilities”) and owned and operated by Novant, and certain of its affiliates, including South Carolina Coastal Medical Center, LLC (collectively, the “Benefitting Entities”). The “Energy Projects” include the acquisition, development, construction, improvement and equipping of certain energy related improvements, including but not limited to, upgrading and replacing central utility plant assets, replacing electrical distribution infrastructure, replacing air handling units, upgrading building automation systems, implementing energy savings measures, and making other infrastructure improvements. The “Routine Capital Expenditures Projects” consist of routine capital expenditures, including, but not limited to (1) additions and renovations to such Novant Facilities and (2) the acquisition of medical, computer, office and capital equipment for use at the Novant Facilities; and

WHEREAS, the Borrower, Novant and the other Benefitting Entities are organizations described in Section 501(c)(3) of the Code or are properly classified as disregarded entities whose ultimate owner is an organization described in Section 501(c)(3) of the Code; the Energy Projects and the Routine Capital Expenditures Projects are together referred to as the “Project;” the Project is or will be owned or operated by Novant and the other Benefitting Entities; and

WHEREAS, the maximum principal amount of Bonds to be issued for the Energy Projects and the Routine Capital Expenditures Projects at Coastal Carolina Hospital, the portion of the Project located within Jasper County (the “County”), is \$9,800,000 and \$6,200,000, respectively; and

WHEREAS, the County Council has been advised by Novant that Section 147(f) of the Code requires that any tax-exempt bonds issued by the Authority for the Project may only be issued after such issuance is approved by the County Council following a public hearing with respect to such issuance; and

WHEREAS, the County Council has been advised by Novant that pursuant to Section 162-S:10(I) of the New Hampshire Statutes, prior to the Authority issuing bonds subject to Section 147(f) of the Code, the state or political subdivision within whose boundaries the project to be financed is located must have approved the financing of the project, which with respect to a portion of the Project includes the County; and

WHEREAS, Novant has requested that the County Council approve the financing and refinancing of the Project and the issuance of the Bonds, in an amount not to exceed \$855,000,000 in order to satisfy the public approval requirement of Section 147(f) of the Code and approve the financing of the portion of the Project located in the County in order to satisfy the requirements of Section 162-S:10(I) of the New Hampshire Statutes; and

WHEREAS, notice was published on April 6, 2025 in the *Bluffton-Jasper-Sun News*; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA:

Section 1. The proposed issuance of the Bonds by the Authority in an amount not to exceed \$855,000,000, the proceeds of which will be used to finance and refinance costs of the Project, a portion of which is within the jurisdiction of the County, is hereby approved for the purposes of Section 147(f) of the Code. Additionally, it is the purpose and intent of the County Council that this resolution also constitute approval by the County Council of the financing of the portion of the Project located in the County through the issuance of the Bonds by the Authority in accordance with Section 162-S:10(I) of the New Hampshire Statutes. In no event shall the County or any other political subdivision of the State of South Carolina be liable for such Bonds nor shall the Bonds constitute a debt of the County or any political subdivision thereof.

Section 2. This resolution shall take effect immediately upon its adoption.

SO RESOLVED THIS ____ DAY OF APRIL, 2025

John A. Kemp
Jasper County Council Chairman

ATTEST:

Wanda H. Giles, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

CERTIFICATE TO RESOLUTION

I, the undersigned Clerk of County Council of Jasper County, South Carolina (the “County Council”), **DO HEREBY CERTIFY** that the foregoing is a true, correct, and verbatim copy of a Resolution duly adopted by the County Council, at a duly called regular meeting of the County Council on April 21, 2025, at which meeting a quorum was present and remained throughout and which meeting was open to the public.

WITNESS my Hand and the Seal of the County Council of Jasper County, South Carolina, this ____ day of April, 2025.

(SEAL)

Clerk
County Council of Jasper County,
South Carolina

AGENDA

ITEM # 5

Presentation

*No information for this item for
the e-packet*

AGENDA

ITEM # 6

Presentation

*No information for this item for
the e-packet*

AGENDA

ITEM # 7

Presentation

FEMA Ends Wasteful, Politicized Grant Program, Returning Agency to Core Mission of Helping Americans Recovering from Natural Disasters

FEMA is ending the Building Resilient Infrastructure and Communities (BRIC) program and canceling all BRIC applications from Fiscal Years 2020-2023. If grant funds have not been distributed to states, tribes, territories, and local communities, funds will be immediately returned either to the Disaster Relief Fund or the U.S. Treasury.

Under Secretary Noem, DHS is eliminating waste, fraud and abuse.

The BRIC program was yet another example of a wasteful and ineffective FEMA program. It was more concerned with political agendas than helping Americans affected by natural disasters. Under Secretary Noem's leadership, we are committed to ensuring that Americans in crisis can get the help and resources they need.

Approximately \$882 million of funding from the Infrastructure Investment and Jobs Act will be returned to the U.S. Treasury or reappropriated by Congress in the next fiscal year. The 2021 law made \$1 billion available for BRIC over five years, \$133 million to date has been provided for about 450 applications. FEMA estimates more than \$3.6 billion will remain in the Disaster Relief Fund to assist with disaster response and recovery for communities and survivors.

Ending this program will help ensure that grant funding aligns with the President's Executive Orders and Secretary Noem's direction and best support states and local communities in disaster planning, response and recovery.

Contact Us

If you have any questions, please contact FEMA Office of External Affairs:

- Congressional Affairs at (202) 646-4500 or at FEMA-Congressional-Affairs@fema.dhs.gov
- Intergovernmental Affairs at (202) 646-3444 or at FEMA-IGA@fema.dhs.gov
- Tribal Affairs at (202) 646-3444 or at FEMA-Tribal@fema.dhs.gov
- Private Sector Engagement at (202) 646-3444 or at FEMA-private-sector@fema.dhs.gov



FEMA

AGENDA

ITEM # 8

Chairman's Comments

AGENDA

ITEM

Citizen Comments

AGENDA

ITEM # 9

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2025-28

RESOLUTION OF JASPER COUNTY COUNCIL

RESOLUTION finding unusual and extraordinary circumstances, pursuant to Section 2-415 (a) of the Jasper County Code of Ordinances, exempting the proposed purchase of goods and/or services from the bidding and other requirements of the Jasper County Purchasing and Contracting Ordinance and authorizing the County Administrator to execute the contracts and obtain the goods and/or services on behalf of Jasper County, and matters related thereto.

The goods and/or services provided for in this resolution include the following:
Body Worn Cameras, Tasers and accompanying hardware and licenses for the safety and security of the Detention Center guards.

WHEREAS, Jasper County has provided for exempting specific items, services or projects from the purchasing procedures required in the Jasper County Purchasing and Contracting Ordinance (Purchasing Ordinance”) the Council, upon recommendation of the County Administrator and County Attorney, or upon its own initiative, and after holding a public hearing, the Council finds that there are unusual or extraordinary circumstances that justify the exemption requested as being in the best interests of the County and its citizens; and

WHEREAS, the Jasper County Detention Center Director would like to provide safety equipment for the guards employed at the Detention Center similar to and compatible with the safety equipment provided to the employees of the Jasper County Sheriff Department; and

WHEREAS, it is the opinion of the Jasper County Detention Center Department and the Administration that the interests of Jasper County and its employees would best be served by implementing the proposal provided by Axon Enterprise, Inc., with a total cost of approximately \$590,000 payable by annual payments over a period of five years by the Detention Center as quickly as possible, and forgoing the public bidding process, which would further delay the provision of safety equipment for the Detention Center employees; and

WHEREAS, Jasper County Council held a public hearing on April 7, 2025, during which presentations were made by the administration and opportunities for public comment on the proposals and quotations were available, in accordance with the requirements of Section 2-415(a) of the Purchasing Ordinance; and

WHEREAS, Jasper County Council finds the following unusual or extraordinary circumstances justify an exemption from the Purchasing Ordinance:

1. The expedient provision of safety equipment for the Detention Center employees.
2. The similarity and compatibility of the body worn cameras and tasers with those provided to employees of the Sheriff Department.

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 it is in the best interest of the County and its citizens to approve the requested exemption from the Purchasing Ordinance, and finds the matters in the recitals above constitute unusual and extraordinary circumstances; and

FURTHER RESOLVED, the County Administrator is authorized to execute the contract documents as are customary and usual, up to maximum amount of \$590,000, on behalf of the County; and

FURTHER RESOLVED, the County Administrator is directed to fund the first annual payment for the safety equipment outlined above in the Fiscal Year 2026 Detention Center budget.

SIGNATURES FOLLOW

This Resolution No. R-2025-28 made this_____ day of April 2025.

John A. Kemp
Chairman

ATTEST: _____

Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-659271-45737.674AT

Issued: 03/21/2025

Quote Expiration:

Estimated Contract Start Date: 12/01/2025

Account Number: 315423

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Jasper County Detention Center - SC 12008 N Jacob Smart Blvd Ridgeland, SC 29936-8797 USA	Jasper County Detention Center - SC 12008 N Jacob Smart Blvd Ridgeland SC 29936-8797 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allie Taylor Phone: 6036308705 Email: alltaylor@axon.com Fax:	Jeff Crosby Phone: (843) 717-3300 Email: Fax: (843) 717-3314

Quote Summary

Program Length	60 Months
TOTAL COST	\$530,134.70
ESTIMATED TOTAL W/ TAX	\$588,526.42

Discount Summary

Average Savings Per Year	\$21,415.56
TOTAL SAVINGS	\$107,077.80

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	\$154,760.78	\$15,577.06	\$170,337.84
Nov 2026	\$93,843.48	\$10,703.67	\$104,547.15
Nov 2027	\$93,843.48	\$10,703.67	\$104,547.15
Nov 2028	\$93,843.48	\$10,703.67	\$104,547.15
Nov 2029	\$93,843.48	\$10,703.65	\$104,547.13
Total	\$530,134.70	\$58,391.72	\$588,526.42

Non-Binding Budgetary Estimate

Quote Unbundled Price:	\$637,212.50
Quote List Price:	\$530,204.90
Quote Subtotal:	\$530,134.70

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	60	\$73.05	\$36.07	\$36.07	\$15,149.40	\$1,211.96	\$16,361.36
BWCamTAP	Body Worn Camera TAP Bundle	55	60	\$42.96	\$33.80	\$33.80	\$111,540.00	\$8,923.22	\$120,463.22
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	60	\$105.22	\$86.66	\$86.66	\$285,978.00	\$38,859.15	\$324,837.15
A la Carte Hardware									
H00001	AB4 Camera Bundle	55			\$899.00	\$899.00	\$49,445.00	\$3,955.60	\$53,400.60
H00002	AB4 Multi Bay Dock Bundle	7			\$1,638.90	\$1,638.90	\$11,472.30	\$917.79	\$12,390.09
A la Carte Software									
BasicLicense	Basic License Bundle	55	60		\$16.27	\$16.25	\$53,625.00	\$4,290.00	\$57,915.00
ProLicense	Pro License Bundle	1	60		\$48.82	\$48.75	\$2,925.00	\$234.00	\$3,159.00
Total							\$530,134.70	\$58,391.72	\$588,526.42

Non-Binding Budgetary Estimate

Firearms and Ammunition Excise Tax

SKU	Description	Taxable Amount	FAET Rate	FAET Amount
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	\$106,447.00	0.1	\$10,644.70
100399	AXON TASER 10 - CARTRIDGE - LIVE	\$16,409.10	0.11	\$1,805.00
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	\$1,935.40	0.1	\$193.54
20018	AXON TASER - BATTERY PACK - TACTICAL	\$5,152.40	0.1	\$515.24
20018	AXON TASER - BATTERY PACK - TACTICAL	\$93.68	0.1	\$9.37
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	\$18,725.85	0.11	\$2,059.84
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	\$7,473.95	0.1	\$747.40
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	\$135.89	0.1	\$13.59
			Total	\$15,988.68

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	55	1	11/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	11/01/2025
AB4 Camera Bundle	100182	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION WING CLIP	61	1	11/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	61	1	11/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	61	1	11/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	7	1	11/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	7	1	11/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	7	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	2	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	55	2	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	55	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	2	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	830	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	390	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	55	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	2	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER	1	1	11/01/2025

Non-Binding Budgetary Estimate

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		BUCKET			
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	55	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	11	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	11/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	11/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	1	05/01/2028
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	56	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	05/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	11/01/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	7	1	11/01/2030
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	56	1	11/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	55	12/01/2025	11/30/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	55	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	55	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	55	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	55	12/01/2025	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/01/2025	11/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	12/01/2025	11/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	12/01/2025	11/30/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	55
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	7	11/01/2026	11/30/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	55	11/01/2026	11/30/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	2	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	55	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	11/01/2026	11/30/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	55	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	11	11/01/2026	11/30/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2026	11/30/2030

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	12008 N Jacob Smart Blvd	Ridgeland	SC	29936-8797	USA
2	12008 N Jacob Smart Blvd	Ridgeland	SC	29936-8797	USA

Payment Details

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Hardware Upfront Billing	H00001	AB4 Camera Bundle	55	\$49,445.00	\$3,955.60	\$53,400.60
Hardware Upfront Billing	H00002	AB4 Multi Bay Dock Bundle	7	\$11,472.30	\$917.79	\$12,390.09
Year 1	BasicLicense	Basic License Bundle	55	\$10,725.00	\$858.00	\$11,583.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$3,029.88	\$242.39	\$3,272.27
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	55	\$22,308.01	\$1,784.65	\$24,092.66
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	\$57,195.59	\$7,771.83	\$64,967.42
Year 1	ProLicense	Pro License Bundle	1	\$585.00	\$46.80	\$631.80
Total				\$154,760.78	\$15,577.06	\$170,337.84

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Nov 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	BasicLicense	Basic License Bundle	55	\$10,725.00	\$858.00	\$11,583.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$3,029.88	\$242.39	\$3,272.27
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	55	\$22,308.01	\$1,784.65	\$24,092.66
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	\$57,195.59	\$7,771.83	\$64,967.42
Year 2	ProLicense	Pro License Bundle	1	\$585.00	\$46.80	\$631.80
Total				\$93,843.48	\$10,703.67	\$104,547.15

Nov 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	BasicLicense	Basic License Bundle	55	\$10,725.00	\$858.00	\$11,583.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$3,029.88	\$242.39	\$3,272.27
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	55	\$22,308.01	\$1,784.65	\$24,092.66
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	\$57,195.59	\$7,771.83	\$64,967.42
Year 3	ProLicense	Pro License Bundle	1	\$585.00	\$46.80	\$631.80
Total				\$93,843.48	\$10,703.67	\$104,547.15

Nov 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	BasicLicense	Basic License Bundle	55	\$10,725.00	\$858.00	\$11,583.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$3,029.88	\$242.39	\$3,272.27

Non-Binding Budgetary Estimate

Nov 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	55	\$22,308.01	\$1,784.65	\$24,092.66
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	\$57,195.59	\$7,771.83	\$64,967.42
Year 4	ProLicense	Pro License Bundle	1	\$585.00	\$46.80	\$631.80
Total				\$93,843.48	\$10,703.67	\$104,547.15

Nov 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	BasicLicense	Basic License Bundle	55	\$10,725.00	\$858.00	\$11,583.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$3,029.88	\$242.40	\$3,272.28
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	55	\$22,308.01	\$1,784.62	\$24,092.63
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	\$57,195.59	\$7,771.83	\$64,967.42
Year 5	ProLicense	Pro License Bundle	1	\$585.00	\$46.80	\$631.80
Total				\$93,843.48	\$10,703.65	\$104,547.13

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.



AGENDA

ITEM # 10

**STATE OF SOUTH CAROLINA
JASPER COUNTY
RESOLUTION #R-2025-29**

RESOLUTION APPROVING, FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), THE ISSUANCE OF NOT TO EXCEED \$855,000,000 TAX-EXEMPT BONDS TO BE ISSUED BY THE NATIONAL FINANCE AUTHORITY FOR THE BENEFIT OF NOVANT HEALTH, INC.

WHEREAS, the County Council of Jasper County, South Carolina (the “County Council”) has been advised by Novant Health, Inc., a North Carolina nonprofit corporation (“Novant”), and, through an affiliate, owner of Coastal Carolina Hospital, of the proposed issuance by the National Finance Authority (the “Authority”), a component unit of the Business Finance Authority of the State of New Hampshire, of its Revenue Bonds (Winston-Salem Sustainable Energy Partners) in one or more series (the “Bonds”), in an aggregate principal amount not to exceed \$855,000,000; and

WHEREAS, the Authority has been requested to issue the Bonds and to lend the proceeds from the sale thereof to Winston-Salem Sustainable Energy Partners LLC (the “Borrower”), an Arizona limited liability company, for the ultimate benefit of Novant and the other Benefitting Entities (as defined below); and

WHEREAS, the Bonds will be qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the “Code”), and the proceeds from the sale of the Bonds will be applied by the Borrower to pay the cost of Energy Projects (as defined below) and Routine Capital Expenditures Projects (as defined below) at certain hospitals and related facilities located in North Carolina and South Carolina, including Coastal Carolina Hospital, located at 1000 Medical Center Drive, Hardeeville, SC 29927 (collectively, the “Novant Facilities”) and owned and operated by Novant, and certain of its affiliates, including South Carolina Coastal Medical Center, LLC (collectively, the “Benefitting Entities”). The “Energy Projects” include the acquisition, development, construction, improvement and equipping of certain energy related improvements, including but not limited to, upgrading and replacing central utility plant assets, replacing electrical distribution infrastructure, replacing air handling units, upgrading building automation systems, implementing energy savings measures, and making other infrastructure improvements. The “Routine Capital Expenditures Projects” consist of routine capital expenditures, including, but not limited to (1) additions and renovations to such Novant Facilities and (2) the acquisition of medical, computer, office and capital equipment for use at the Novant Facilities; and

WHEREAS, the Borrower, Novant and the other Benefitting Entities are organizations described in Section 501(c)(3) of the Code or are properly classified as disregarded entities whose ultimate owner is an organization described in Section 501(c)(3) of the Code; the Energy Projects and the Routine Capital Expenditures Projects are together referred to as the “Project;” the Project is or will be owned or operated by Novant and the other Benefitting Entities; and

WHEREAS, the maximum principal amount of Bonds to be issued for the Energy Projects and the Routine Capital Expenditures Projects at Coastal Carolina Hospital, the portion of the Project located within Jasper County (the “County”), is \$9,800,000 and \$6,200,000, respectively; and

WHEREAS, the County Council has been advised by Novant that Section 147(f) of the Code requires that any tax-exempt bonds issued by the Authority for the Project may only be issued after such issuance is approved by the County Council following a public hearing with respect to such issuance; and

WHEREAS, the County Council has been advised by Novant that pursuant to Section 162-S:10(I) of the New Hampshire Statutes, prior to the Authority issuing bonds subject to Section 147(f) of the Code, the state or political subdivision within whose boundaries the project to be financed is located must have approved the financing of the project, which with respect to a portion of the Project includes the County; and

WHEREAS, Novant has requested that the County Council approve the financing and refinancing of the Project and the issuance of the Bonds, in an amount not to exceed \$855,000,000 in order to satisfy the public approval requirement of Section 147(f) of the Code and approve the financing of the portion of the Project located in the County in order to satisfy the requirements of Section 162-S:10(I) of the New Hampshire Statutes; and

WHEREAS, notice was published on April 6, 2025 in the *Bluffton-Jasper-Sun News*; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA:

Section 1. The proposed issuance of the Bonds by the Authority in an amount not to exceed \$855,000,000, the proceeds of which will be used to finance and refinance costs of the Project, a portion of which is within the jurisdiction of the County, is hereby approved for the purposes of Section 147(f) of the Code. Additionally, it is the purpose and intent of the County Council that this resolution also constitute approval by the County Council of the financing of the portion of the Project located in the County through the issuance of the Bonds by the Authority in accordance with Section 162-S:10(I) of the New Hampshire Statutes. In no event shall the County or any other political subdivision of the State of South Carolina be liable for such Bonds nor shall the Bonds constitute a debt of the County or any political subdivision thereof.

Section 2. This resolution shall take effect immediately upon its adoption.

SO RESOLVED THIS _____ DAY OF APRIL, 2025

John A. Kemp
Jasper County Council Chairman

ATTEST:

Wanda H. Giles, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

CERTIFICATE TO RESOLUTION

I, the undersigned Clerk of County Council of Jasper County, South Carolina (the “County Council”), **DO HEREBY CERTIFY** that the foregoing is a true, correct, and verbatim copy of a Resolution duly adopted by the County Council, at a duly called regular meeting of the County Council on April 21, 2025, at which meeting a quorum was present and remained throughout and which meeting was open to the public.

WITNESS my Hand and the Seal of the County Council of Jasper County, South Carolina, this ____ day of April, 2025.

(SEAL)

Clerk
County Council of Jasper County,
South Carolina

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that Jasper County Council will conduct a public hearing on April 21, 2025, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”). The public hearing will be held by the County Council of Jasper County, South Carolina (the “County”) in the County Council Chambers on the 3rd Floor of the Clementa C. Pinckney Government Building located at 358 Third Avenue, Ridgeland, South Carolina. The public hearing may also be viewed online at www.jaspercountysc.gov. All interested persons are invited to express their views with respect to the health care facilities proposed to be financed or refinanced by the National Finance Authority (the “Authority”), a component unit of the Business Finance Authority of the State of New Hampshire, with proceeds from the issuance of one or more series of tax-exempt bonds (the “Bonds”) by the Authority. The hearing will commence at 6:00 p.m., or as soon thereafter as the matter can be heard. The Bonds will be “qualified 501(c)(3) bonds” as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the “Code”), for hospital and related health care facilities. The maximum stated principal amount of Bonds to be issued is \$855,000,000.

The proceeds from the sale of the Bonds will be loaned to Winston-Salem Sustainable Energy Partners LLC (the “Borrower”), an Arizona limited liability company, and applied by the Borrower to pay the cost of Energy Projects (as defined below) and Routine Capital Expenditures Projects (as defined below) at certain hospitals and related facilities located in North Carolina and South Carolina, including Coastal Carolina Hospital, located at 1000 Medical Center Drive, Hardeeville, SC 29927 (collectively, the “Novant Facilities”) and owned and operated by Novant Health, Inc., a North Carolina nonprofit corporation (“Novant”), and certain of its affiliates, including South Carolina Coastal Medical Center, LLC (collectively, the “Benefitting Entities”). The “Energy Projects” include the acquisition, development, construction, improvement and equipping of certain energy related improvements, including but not limited to, upgrading and replacing central utility plant assets, replacing electrical distribution infrastructure, replacing air handling units, upgrading building automation systems, implementing energy savings measures, and making other infrastructure improvements. The “Routine Capital Expenditures Projects” consist of routine capital expenditures, including, but not limited to (1) additions and renovations to such Novant Facilities and (2) the acquisition of medical, computer, office and capital equipment for use at the Novant Facilities.

The maximum principal amount of Bonds to be issued for the Energy Projects and the Routine Capital Expenditures Projects at Coastal Carolina Hospital (collectively, the “Coastal Carolina Project”) is \$9,800,000 and \$6,200,000, respectively.

The Borrower and the Benefitting Entities are organizations described in Section 501(c)(3) of the Code or are properly classified as disregarded entities whose ultimate owner is an organization described in Section 501(c)(3) of the Code.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the Authority, the State of New Hampshire, the State of South Carolina, or any political subdivision thereof,

including Jasper County, within the meaning of any constitutional or statutory debt limitation, nor will the Bonds be a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

At the public hearing, all taxpayers and residents of Jasper County and other interested persons who appear will be given an opportunity to express their views on the issuance of the Bonds or on the nature and location of the Coastal Carolina Project proposed to be financed or refinanced by the Bonds. Anyone wishing to comment is encouraged to attend the public hearing and must sign-in on the public hearing sign-in sheet before the meeting begins. Additional options to participate in the public hearing include emailing written comments to comments@jaspercountysc.gov, or mailing to the Clerk to Council at the address below. All requests must be received by 1:00 p.m. on April 21, 2025.

This notice is published in accordance with the Code and the regulations promulgated thereunder.

COUNTY COUNCIL OF JASPER COUNTY,
SOUTH CAROLINA
Clerk to County Council
P.O. Box 1149
Ridgeland, SC 29936

LOCALiQ

The Augusta Chronicle
Athens Banner-Herald
Savannah Morning News

PO Box 631697 Cincinnati, OH 45263-1697

AFFIDAVIT OF PUBLICATION

Howell Linkous & Nettles, Llc
Howell Linkous & Nettles, Llc
106 Broad ST

Charleston SC 29401-2437


STATE OF SOUTH CAROLINA, COUNTY OF BEAUFORT &
JASPER

The Bluffton Today/Jasper County Sun Times, a newspaper
published and of general circulation in Beaufort County/Jasper
County; and personal knowledge of the facts herein state and that
the notice hereto annexed was Published in said newspapers in
the issues dated or by publication on the newspaper's website, if
authorized, on:

04/06/2025

and that the fees charged are legal.

Sworn to and subscribed before on 04/06/2025



Legal Clerk



Notary, State of WI, County of Brown

4-6-27

My commission expires

Publication Cost: \$134.67

Tax Amount: \$0.00

Payment Cost: \$134.67

Order No: 11192346

Customer No: 758340

PO #: Novant Health

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

DENISE ROBERTS
Notary Public
State of Wisconsin

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The maximum principal amount of Bonds to be issued for the Energy Projects and the Routine Capital Expenditures Projects at Coastal Carolina Hospital (collectively, the "Coastal Carolina Project") is \$9,800,000 and \$6,200,000, respectively.

The Borrower and the Benefitting Entities are organizations described in Section 501(c)(3) of the Code or are properly classified as disregarded entities whose ultimate owner is an organization described in Section 501(c)(3) of the Code.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the Authority, the State of New Hampshire, the State of South Carolina, or any political subdivision thereof, including Jasper County, within the meaning of any constitutional or statutory debt limitation, nor will the Bonds be a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

At the public hearing, all taxpayers and residents of Jasper County and other interested persons who appear will be given an opportunity to express their views on the issuance of the Bonds or on the nature and location of the Coastal Carolina Project proposed to be financed or refinanced by the Bonds. Anyone wishing to comment is encouraged to attend the public hearing and must sign-in on the public hearing sign-in sheet before the meeting begins. Additional options to participate in the public hearing include emailing written comments to comments@jaspercountysc.gov, or mailing to the Clerk to Council at the address below. All requests must be received by 1:00 p.m. on April 21, 2025.

This notice is published in accordance with the Code and the regulations promulgated thereunder.

COUNTY COUNCIL OF JASPER COUNTY,
SOUTH CAROLINA
Clerk to County Council
P.O. Box 1149
Ridgeland, SC 29936

AGENDA

ITEM # 11

**STATE OF SOUTH CAROLINA
JASPER COUNTY
RESOLUTION NUMBER R-2025-31**

**AUTHORIZING THE REDEMPTION OF THE REMAINING OUTSTANDING ST. PETERS
PARISH/JASPER COUNTY PUBLIC FACILITIES CORPORATION INSTALMENT
PURCHASE REVENUE BONDS (COUNTY OFFICE BUILDING PROJECTS), SERIES 2014;
THE DELIVERY OF A CONDITIONAL NOTICE OF REDEMPTION AND CERTAIN OTHER
INSTRUMENTS BY JASPER COUNTY, SOUTH CAROLINA; AND OTHER MATTERS
RELATING THERETO.**

WHEREAS, the County Council of Jasper County, South Carolina (the “County Council”), the governing body of Jasper County, South Carolina (the “County”), have previously enacted Ordinance 2014-11, on May 5, 2014 (the “Bond Ordinance”), to provide for the permanent financing of multiple County office building projects through the issuance of Instalment Purchase Revenue Bonds by the St. Peters Parish/Jasper County Public Facilities Corporation; and

WHEREAS, pursuant to the Bond Ordinance, on behalf of the County, the St. Peters Parish/Jasper County Public Facilities Corporation has previously issued its Instalment Purchase Revenue Bonds (County Office Building Projects), Series 2014 (the “Series 2014 Bonds”) in the principal amount of \$2,255,000; and

WHEREAS, the County has determined that it may now achieve significant financial savings by redeeming the \$1,315,000 remaining outstanding principal amount of the Series 2014 Bonds (the “Redeemed Bonds”) using available debt service funds of the County; and

WHEREAS, in order to accomplish the redemption of the Redeemed Bonds, the County must provide a Conditional Notice of Redemption to the Holders of the Redeemed Bonds and transfer funds necessary to pay the principal and interest owing on the Redeemed Bonds as of the date of their redemption.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. In order to achieve financial savings on behalf of the County, the County Administrator shall, upon the advice of the County’s Financial Advisor and Bond Counsel, take all necessary steps to apply sufficient available debt service funds of the County to redeem the Redeemed Bonds and pay all reasonable and necessary costs of the redemption. The County Administrator is hereby authorized to execute and deliver a Conditional Notice of Redemption to U.S. Bank Trust Company, National Association, as paying agent for the Redeemed Bonds, to be further provided to the holders of the Redeemed Bonds, and to provide all things necessary to accomplish the redemption. The Conditional Notice of Redemption shall be substantially in the form attached hereto as Exhibit A, with such modifications, amendments, and revisions as are deemed necessary or appropriate in the discretion of the County Administrator, upon the advice of the County’s Financial Advisor and Bond Counsel.

Section 2. All acts and related documents necessary for the redemption of the Redeemed Bonds and any necessary notices to be given with respect to the redemption of the Redeemed Bonds (collectively, the “Redemption Documents”) shall be consistent with the foregoing terms. All officers

and employees of the County including, without limitation, the County Administrator and Director of Administrative Services are hereby authorized and directed to execute and deliver any and all Redemption Documents, to transfer the necessary funds for the redemption of the Redeemed Bonds, and to take all such further action as they may consider necessary or desirable, to carry out the redemption of the Redeemed Bonds as contemplated by this Resolution.

Section 3. This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 4. This Resolution shall become effective immediately upon adoption by County Council.

Section 5. The provisions of this Resolution are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereof.

Adopted this ____ day of April, 2025.

(SEAL)

**JASPER COUNTY,
SOUTH CAROLINA**

**John A. Kemp
Chairman**

ATTEST:

**Wanda H. Giles
Clerk to County Council**

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

Exhibit A

FORM OF CONDITIONAL NOTICE OF REDEMPTION

CONDITIONAL NOTICE OF REDEMPTION TO THE HOLDERS OF**\$1,315,000****Remaining Outstanding****St. Peters Parish/Jasper County Public Facilities Corporation****Instalment Purchase Revenue Bonds (County Office Building Projects), Series 2014****Dated June 5, 2014**

NOTICE IS HEREBY GIVEN by Jasper County, South Carolina (the “County”) that there have been called for redemption on May 5, 2025 (the “Redemption Date”), the remaining outstanding St. Peters Parish/Jasper County Public Facilities Corporation Instalment Purchase Revenue Bonds (County Office Building Projects), Series 2014, originally dated June 5, 2014, described below (the “Called Bonds”) totaling \$1,315,000:

<u>CUSIP*</u>	<u>MATURITY DATE</u>	<u>PRINCIPAL</u>
	<u>June 1</u>	<u>AMOUNT</u>
85233A BA4	2028	\$320,000
85233A BB2	2031	270,000
85233A BC0	2034	305,000
85233A BD8	2039	420,000

The Called Bonds are called pursuant to the optional redemption provisions of the governing documents at the redemption price of par plus accrued interest to the Redemption Date (the “Redemption Price”). On the Redemption Date, there shall become due and payable upon each Called Bond to be redeemed the Redemption Price thereof, and that, from and after the Redemption Date, interest thereon shall cease to accrue. This notice of redemption is subject to being revoked by the County at its sole option on any date prior to the Redemption Date. In the event that the County revokes this notice of redemption, notice of such revocation will be given to bondholders in the same manner as this notice of redemption is being given.

Holders of the Called Bonds are requested to present their Called Bonds to U.S. Bank Trust Company, National Association (the “Trustee”) at the following addresses:

Delivery by hand delivery/overnight mail:

U.S. Bank Trust Company
 Corporate Trust Services
 60 Livingston Avenue, 1st Floor – Bond Drop Window
 St. Paul, Minnesota 55107

Dated _____, 2025

Registered or certified insured mail is suggested when submitting Called Bonds for payment.

When inquiring about this redemption, please have the bond number available. Please inform the customer service representative of the CUSIP number(s) of the affected bonds.

NOTICE

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2001 (the “Act”) unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

**The County and the Trustee shall not be responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Called Bonds. They are included solely for the convenience of the holders.*

Memorandum

To: Andrew Fulghum, Kimberly Burgess, David Tedder, Sam Howell, Alan Linkous
 From: John Canney
 Date: April 7, 2025
 Topics: Defeasance of Jasper County 2021 GOBs, Redemption of 2014 Bonds

Policies and Practices - Jasper County maintains a best practices approach to managing its credit profile and timing, sizing and structuring its financial obligations. Objectives of this approach include (i) affordability of debt service, (ii) ability to meet both planned and unexpected funding needs, (iii) superior pricing (lowest rates), and (iv) careful attention to disclosure, tax and other regulatory matters. Issuance of refunding obligations, cash defeasances and early redemptions are aimed at savings on outstanding debt.

Recent Initiatives - Out of caution, Jasper County began tax analysis for its 2021 General Obligation Bonds (the "2021 GOBs") in 2024, approximately 2 years ahead of the IRS deadline of 5 years from issuance for that series of bonds. The County extended the examination to its Debt Service Account and showed that, for compliance purposes, surpluses in the Debt Service Account needed to be spent down. Also the yield limit for the 2021 GOBs was quite low so, going forward, funds attributable to that issue would have to be invested at below-market yields. For these reasons and to materially enhance its debt margin the County undertook a cash defeasance for savings of the 2021 GOBs in December of 2024.

Results - In addition to achieving a substantial measure of financial savings (depicted in Table 1 below), \$4,825,000 of non-referendum GO bond capacity was restored by the defeasance of the 2021 GOBs.

TABLE 1 - THUMBNAIL SAVINGS ANALYSIS - 2021 GOBs

Scheduled Debt Service - Remaining Outstanding 2021 G.O. Bonds:	\$ 6,173,909.38
Purchase price of Defeasance Obligations plus \$1.00 cash:	4,935,543.00
Transaction costs of Defeasance:	55,911.50
Gross Savings:	1,182,454.88
Present Value Savings:	663,321.10
Gross Savings %:	19.153%
Present Value Savings %	11.730%

Current Savings Candidate - In addition to the 2021 GOBs, the County's 2014 St. Peters Parish/Jasper County PFC Revenue Bonds (the "2014 Bonds") have been identified as strong candidates for savings through early redemption under optional redemption provisions for this series. Savings available through optional redemption are depicted in Table 2 below.

TABLE 2 - THUMBNAIL SAVINGS ANALYSIS - CALL FOR REDEMPTION OF 2014 BONDS

Remaining Debt Service - 2014 Bonds	\$1,704,500.00
Principal amount of Remaining Outstanding	1,315,000.00
Interest due on May 22, 2025	24,985.00
Redemption Price of 2014 Bonds	1,339,985.00
Gross Savings from Redemption	364,515.00
Gross Savings %	21.385%
Present Value Savings %	15.460%

Recommendations - 2014 Bond savings well exceed industry thresholds for optional redemption and will diminish with time. Therefore, redemption of the 2014 Bonds should be prioritized. Additional candidates for savings should be examined, as well, given results for the 2021 GOBs and math for the 2014 Bonds.

St Peters Parish-Jasper County 2014 Revenue Bonds

*Scheduled Debt Service on Remaining Bonds and
Quick Savings Analysis (Gross Savings)*

Year Ending	Principal	Coupon	Interest	Total DS
30-Jun				
2025	75,000	4.00%	26,300.00	101,300.00
2026	80,000	4.00%	49,600.00	129,600.00
2027	80,000	4.00%	46,400.00	126,400.00
2028	85,000	4.00%	43,200.00	128,200.00
2029	85,000	4.00%	39,800.00	124,800.00
2030	90,000	4.00%	36,400.00	126,400.00
2031	95,000	4.00%	32,800.00	127,800.00
2032	100,000	4.00%	29,000.00	129,000.00
2033	100,000	4.00%	25,000.00	125,000.00
2034	105,000	4.00%	21,000.00	126,000.00
2035	110,000	4.00%	16,800.00	126,800.00
2036	115,000	4.00%	12,400.00	127,400.00
2037	120,000	4.00%	7,800.00	127,800.00
2038	75,000	4.00%	3,000.00	78,000.00
Totals	1,315,000		389,500.00	1,704,500.00

Quick Savings Analysis

2014 Bonds Rem. DS	<u>1,704,500.00</u>
Princiipal/2014 Bonds	1,315,000.00
Interest due on 5/22/25	24,985.00
Total due on redemption	<u>1,339,985.00</u>
Savings from Redemtion	364,515.00
Gross Savings %	21.385%
NPV Savings %	15.460%

AGENDA

ITEM # 12

This agenda item is to be removed from this agenda at the meeting

AGENDA

ITEM # 13

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2025-09

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend and re-number the Jasper County Code of Ordinances, Chapter 2 *Administration*, Article II *County Council*, Division 1, *Generally*, being codified as Sections 2-31 through Section 2-33C, Repealing as of July 1, 2025 Ordinance 08-20 adopting Jasper County Personnel Policies and Procedures Manual, as Amended, and Adding a New Section 2-72 in Article III, *Officers and Employees*, Regarding the Adoption of Personnel System Policies and Procedures.

WHEREAS, the Jasper County Code of Ordinances, Chapter 2 *Administration*, Article II *County Council*, Division 1, *Generally*, and being codified at Sections 2-31 through Section 2-33C of the Jasper County Code of Ordinances (the “Division 1 sections”) has been previously amended from time to time since its initial adoption in 1976; and

WHEREAS, The Jasper County Council periodically reviews County Ordinances for relevance and adjustment, and in such review, has determined certain further amendments are desirable to the referenced Division 1 sections;

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

Section 1. The Jasper County Code of Ordinances, Chapter 2 *Administration*, Article II *County Council*, Division 1, *Generally*, being codified as Section 2-31 through Section 2-33C, is amended by deleting Sections 2-31 through 2-33C in their entirety, and

replacing those sections with the substitute re-numbered Sections 2-21 through Section 2-27 as set forth in the attached Exhibit “A” following.

Section 2. Former Section 2-33, “*At Will Employment*”, is renumbered and inserted as new Section 2-71 in Chapter 2 *Administration*, Article III *Officers and Employees* of the Code of Ordinances, as set forth in Exhibit “A” attached.

Section 3. Ordinance 08-20 enacted on July 21, 2008, as amended thereafter, adopting the Jasper County Personnel Policies and Procedures Manual is repealed as of July 1, 2025, and the Jasper County Personnel Policies and Procedures Manual is also repealed as of that date.

Section 4. A new Section 2-72, *Adoption of personnel policies*, is inserted in Chapter 2 *Administration*, Article III *Officers and Employees* of the Code of Ordinances, as set forth in Exhibit “A” attached.

Section 5. 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 4. Effective Date.

This Ordinance shall take effect upon approval by Council.

SIGNATURES FOLLOW

John A. Kemp
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: O-2025-09

First Reading: March 17, 2025

Second Reading: April 7, 2025

Public Hearing: April 7, 2025

Adopted: _____

Exhibit A is attached and incorporated by reference

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

EXHIBIT A

DRAFT

DIVISION 1. GENERALLY

(Renumber Article II by taking 2-20 through 2-30 from Article I)

Sec. 2-21. Composition; residency of members.

The county council shall consist of five members elected at-large county-wide; provided, that each of the four township districts shall be entitled to have one of its residents elected to Council, and the fifth member of council may be a resident of any of the four township districts.

(Ord. of 6-25-76(1))

State law reference(s)—Membership of council, S.C. Code 1976, § 4-9-610.

Sec. 2-22. Duties of chairperson

- (a) The chairperson shall preside at all meetings of the council. The chairperson, on behalf of the council, will execute all ordinances, resolutions, directives, deeds, bonds, contracts and other official documents unless execution is otherwise directed by ordinance or other council action. The chairperson shall also have such other duties and perform such other functions as these rules specifically set forth or as the council specifically directs
- (b) *Additional Duties.* The chairperson will devote the time necessary to:
 - (1) Attend and report on meetings of the county planning commission.
 - (2) Attend and report on meetings and activities of the Beaufort/Jasper Water and Sewer Authority.
 - (3) Establish, attend and report on joint county issues with Beaufort County.
 - (4) Establish, attend and report on county issues with Jasper County municipalities.
 - (5) To continue to carry out the normal duties of chairperson.
- (c) The chairperson may delegate another council member to attend meetings on behalf of the council in the event the chairperson is unable to attend

Sec. 2-23. Election of chairperson.

At its initial meeting in January, the council shall elect one of its members to serve as chairperson for a term of one year. So long as the chairperson remains a member of the county council in good standing, he or she shall serve as chairperson until a successor is selected in accordance with these rules. A member may be elected for successive terms. If the office of the chairperson becomes vacated, the vice-chairperson shall immediately become chairperson.

Sec. 2-24. Duties and election of vice chairperson.

At its initial meeting in January, the council shall elect one of its members to serve as vice chairperson for a term of one year. So long as the vice chairperson remains a member of the county council in good standing, he or

she may serve successive terms as a vice chairperson. The vice chairperson shall preside at meetings of the council when the chairperson is absent or unable to preside. In the absence or disability of the chairperson or in the event the office of the chairperson should be vacant, the vice chairperson, on behalf of the council, will execute all ordinance, resolution, directive deeds, bonds, contracts and other official documents unless execution is otherwise directed by ordinance or other council action. If the office of vice chairperson becomes vacant, at the next meeting following the occurrence of the vacancy, council shall choose one of its members to serve as vice chairperson for the remainder of the term.

Sec. 2-25. Duties and identification of chairperson pro tempore.

If at any time both the chairperson and the vice chairperson are absent or vacancies exist in both offices, the council members in attendance will elect from among themselves a chairperson *pro tempore* who shall serve temporarily as chairperson until the existing chairperson (or vice chairperson) is able to resume his duties, or the vacancies are filled.

Sec. 2-26. Councilmembers.

Council members shall strive to attend all regular and special meetings of the county council and shall hold themselves at all times in readiness to perform any duty entrusted to them by county council. The council members shall perform the duties thus imposed upon them with dispatch and to the best of their abilities.

All council members have a responsibility to adhere to the highest ideals of civility and decorum while participating in all meetings conducted on behalf of the community. In doing so, council members are expected to abide by the decorum guidelines contained herein and shall, at all times, honor the public trust and dignity bestowed upon them as elected community leaders. The council shall cooperate and support the chairperson in maintaining order and civility throughout council meetings.

Council members may attend meetings of county boards and commissions but shall not participate in board or commission discussions except by specific direction of county council or when the meeting relates to their property.

Sec. 2-27. Communications.

The Chairperson will strive to relate to and communicate with the county administrator and with the county council as a whole any and all problems, situations and conditions which arise concerning any department or activity of the county. Except for the purpose of inquiry, the members of the county council shall communicate only with the chairperson and county administrator in any and all matters concerning any department or activity of the county.

Sec. 2-27. Compensation of the chairperson and council members.

(a) *Base annual pay.* The members of council shall receive base annual pay for each fiscal year as follows:

(1) *Councilmember.* Each member of council, with the exception of the chairperson, shall receive \$16,463.00; and

(2) *Council chair person.* The chairperson of council shall receive \$16,463.00; and an additional \$1,000.00 to compensate for the additional duties and responsibilities.

(3) *Cost of living.* Any cost of living increase approved in an annual budget for county employees shall also apply to councilmembers' salary. However, the effective date of any such cost of living increase for all members of council shall be the first of January following a general election where two or more members of council have been elected.

(b) *Mileage reimbursement.* Each member of council shall be reimbursed mileage to and from their residences for travel outside Jasper County for official business, at the rate as published annually by the U.S. Internal Revenue Service.

(c) *Benefits.* Council members shall be eligible to receive health insurance benefits for themselves and their spouse and dependents upon the same basis as county employees, and are required to participate in the county retirement program with the State or in the alternative, should the council member elect, may enroll in the 457 Plan through Mission Square Retirement with the bi-weekly contribution made by the county on the councilmember's behalf being capped at \$225.00.

(d) *Expenses.* Expenses for council members will be limited to the amounts and types of expenses provided for employees in the County Personnel Manual. Members of council may also be reimbursed for actual expenses incurred in the conduct of their official duties, including reasonable costs for overnight travel, lodging, meals, and incidental expenses where such travel outside the County is necessary and appropriate. Airfare shall be at the lowest available coach fare. Destination travel shall be by local bus, shuttle, ride share, taxi, Uber®, Lyft®, or lowest available car rental cost. Advances may be made, but costs must be reconciled immediately following any such travel.

(d) *Method of payment.* Base annual pay shall be divided into 26 equal payments and made biweekly through the normal payroll cycle. Payment of the mileage will be made no later than the second scheduled pay date of each month following the month in which the mileage was claimed; i.e., for meetings attended in January, payment would be made on the second payroll check paid in the month of February, etc.; and

(e) *Required documentation.* An affidavit form must be completed and signed by the councilmember, countersigned by the Chairperson or Vice-Chairperson, and submitted to the finance department in order for payment of the mileage/expenses to be made. The affidavit shall provide for the recording of the date, location, total mileage to and from, and the purpose of the meeting.

Sec. 2-71. "At will" employment policy. (TO BE MOVED FROM OLD SECTION 2-33.C AND PLACED INTO ARTICLE III, OFFICERS AND EMPLOYEES)

- (a) All employees of the county are employed "at will" and may resign or be discharged from employment at any time.
- (b) Only county council shall have the right to enter into contracts for other than "at will" employment on the county's behalf and that any contract for other than "at will" employment must:
 - (1) Be in writing
 - (2) Be executed by the council
 - (3) Specify the duration of the employment; and
 - (4) Specifically state that the contract is being created pursuant to the council's authority under this section.

Sec. 2.72. Adoption of personnel policies (NEW SECTION ADDED TO ARTICLE III, OFFICERS AND EMPLOYEES)

-
- (a) County Council may, from time to time develop personnel system policies and procedures for county employees by which all county employees are regulated except those directly elected by the people; to that end, County Council shall by resolution adopt and amend such personnel system policies as it sees fit from time to time in an "Employee Handbook", with such to be provided to each new employee and the current version of the Employee handbook available on the County's web site and in the Human Resources Office.
- (b) Adoption of a handbook, personnel manual, procedure or other document shall not create an express or implied contract of employment (see Section 2-71 above and § 41-1-110 of the Code of Laws of South Carolina) and each such document shall contain a conspicuous disclaimer compliant with § 41-1-110 and signed by the employee, with a copy of the employee's acknowledgment that he/she received a copy of the Handbook to be made a part of the employee's personnel record.

AGENDA

ITEM # 14

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**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2025-10

ORDINANCE OF JASPER COUNTY COUNCIL

An Ordinance authorizing the sale to 719 Holdings, LLC of a 2.158 acre parcel, more or less, being subdivided out of the original 19.09 acre Parcel identified as Parcel B as shown on a Plat recorded at Plat Book 27 at Page 80, being a portion of tax parcel 048-00-01-005, and to authorize the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to 719 Holdings, LLC, or its assigns, and matters related thereto.

WHEREAS, Jasper County and 719 Holdings, LLC have negotiated the terms of a proposed Contract for the Purchase and Sale of Commercial Real Property (“Agreement”) between them by which Jasper County would sell, and 719 Holdings, LLC would purchase a parcel of land totaling approximately 2.158 acres located at the Cypress Ridge Industrial Park, said parcel being a portion of TMS 048-00-01-005, in order to establish a new commercial enterprise; and

WHEREAS, Addendum #1 to the Agreement provides that it is not valid, binding, or enforceable unless and until ratified by Jasper County Council within 30 days of Jasper County Administrator executing the Agreement; and

WHEREAS, in accordance with South Carolina law, Jasper County Council must pass an ordinance authorizing the sale of real property; and

WHEREAS, a new subdivision survey of the 2.158 acre more or less parcel to be conveyed has been obtained, and County Council desires to utilize this survey as the legal description of the property in the deed and related documents; and

WHEREAS, Jasper County Council finds the terms of the Agreement to be fair, equitable and in the best interests of the citizens of Jasper County, and in furtherance of additional economic development within the County;

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

1. Jasper County Council adopts the foregoing recitals as part of this Ordinance, ratifies the execution of the Contract for the Purchase and Sale of Commercial Real Property ("Agreement") as required by Addendum # 1 to the Agreement, and approves the sale of the referenced County property, as generally described by the subdivision sketch map attached hereto as Exhibit "A," with the final legal description to be derived from the new survey being prepared and to be approved by the County Administrator upon the terms and conditions of the Agreement to 719 Holdings, LLC, or its assigns;
2. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser this transaction as more particularly described in the Agreement, as modified.
3. In connection with the execution and delivery of the deeds and other documents authorized hereunder, the County Administrator, with the advice and counsel of the County Attorney, and the law firm of Harvey & Battey, PA, is fully authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, amendments, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.
4. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the contracts, contract amendments, deeds, including the negotiation of the terms related thereto and any other agreements prior to the enactment of this Ordinance are ratified and confirmed.
5. This Ordinance shall take effect upon approval of the Council.

Done this _____ day of _____, 2025.

John A. Kemp, Chairman

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE O-2025-10

First Reading: 04.21.2025

Second Reading: _____

Public hearing: 04.07.2025

Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder Date: _____

Survey

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the “**Agreement**”) by and between JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter “**Seller**”), and **Infinite Precision, LLC**, a South Carolina limited liability company (hereinafter “**Purchaser**”). The Agreement is effective as of the date the last of Seller or Purchaser executes this Agreement (the “**Effective Date**”), subject to formal ratification by Jasper County Council as set forth in **Addendum No. 1** attached hereto.

RECITALS:

1. Seller owns certain real property in Jasper County, South Carolina, more specifically identified as that certain tract or parcel of land being located in Jasper County, South Carolina consisting of 2.158 acres, more or less, being a portion of Tax Parcel number of 048-00-01-005, as generally depicted on Exhibit “A” attached hereto and by this reference made a part hereto, located in the Cypress Ridge Industrial Park, Ridgeland, SC, together with any improvements thereon and all easement rights, personal property, contract rights, permits, licenses and other rights benefitting and pertaining to the Property (collectively, the “**Property**”).

2. Purchaser desires to purchase the Property.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and with the foregoing recitals incorporated herein by reference, the parties agree as follows:

3. **Property.** Seller agrees to sell and Purchaser agrees to purchase, the Property upon the terms and conditions hereinafter set forth.

4. **Purchase Price; Earnest Money.**

4.1 Purchase Price. The purchase price for the Property shall be Seventeen Thousand, One Hundred and No/100 Dollars (\$21,600.00) (“**Purchase Price**”), to be paid as follows:

a. \$1,000.00 earnest money deposit, to be paid to the escrow agent named below within ten (10) days of the Effective Date and applied against the Purchase Price at Closing;

b. \$20,600.00, representing the balance of the purchase price to be due and payable at closing (as defined below), and such costs as are Purchaser’s responsibility, subject to such adjustments and prorations provided herein, including credit for any extension payment made to extend the Due Diligence Period as set forth below.

4.2 All amounts due hereunder shall be paid in United States currency by bank wire transfer to an account designated by Seller.

4.3 Earnest Money.

Within ten (10) days of the Effective Date, Purchaser will deposit with Harvey and Battey, PA, (the "Escrow Agent"), by wire transfer or check, the sum of One Thousand and 00/100 Dollars (\$1,000.00) (the "**Earnest Money**" or the "Deposit"). The Earnest Money shall be fully refundable during the Due Diligence Period (as defined herein). Thereafter, the Earnest Money shall be deemed non-refundable to Purchaser, except in the event of a Seller default or as otherwise provided for herein. Unless earlier disbursed, the Earnest Money shall be disbursed to Seller and credited against the Purchase Price at the Closing. The Earnest Money shall be held in a non-interest bearing IOLTA trust account. If Purchaser fails to timely deliver the entire Deposit, then this Agreement shall be terminated at the option of Seller. Upon Seller's election to terminate this Agreement due to a failure of Purchaser to deliver the Deposit, the parties hereto shall have no further obligations to each other hereunder.

This Agreement constitutes and shall serve as escrow instructions to Escrow Agent for the purposes of administering the escrow account and Earnest Money. In the event (i) any dispute arises between Seller and Purchaser regarding the disbursement of the Earnest Money or (ii) Escrow Agent receives conflicting instructions with respect thereto, Escrow Agent shall withhold such disbursement until otherwise instructed in writing by both parties or until directed by a court of competent jurisdiction. If Escrow Agent incurs fees or expenses as a result of such a dispute, then Seller and Purchaser shall split equally the payment of such fees and/or expenses between them. Seller and Purchaser agree that, except as provided herein, Escrow Agent shall incur no liability whatsoever in connection with Escrow Agent's performance under this Agreement. Seller and Purchaser hereby jointly and severally release and waive any claims they may have against Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage caused by any of its employees' acts of wanton or willful misconduct while performing as Escrow Agent. It is acknowledged that Harvey and Battey, PA is acting as both Escrow Agent and Seller's attorneys. Inasmuch as the Escrow Agent's duties are ministerial, Purchaser and Seller, after disclosure and an opportunity to seek independent legal advice, hereby waive any conflict of interest and agree that Harvey and Battey shall not be disqualified from acting as the Seller's attorney in this or any of the other transactions contemplated herein; i.e., the purchase and sale of the Property.

5. Survey.

Within the Due Diligence Period, Seller will commission, at Seller's sole expense, a survey of the +/- 2.158acre parcel of land (described in paragraph 1 of Recitals above) to be transferred to Purchaser (the "**Survey**") by a registered South Carolina surveyor of Seller's choice. Once approved by both Seller and Purchaser, the Survey shall be used as a basis for the legal description of the Property being conveyed pursuant to the terms of this Agreement ("Legal Description") and shall be used to determine the exact acreage of the Property. The Survey shall set forth the location, dimensions and total number of square feet (or acres) of land of the Property and the metes and bounds description of the Property. Purchaser and Seller agree to substitute the Legal Description for the Property attached as Exhibit A to this Agreement upon receipt of the Legal Description from the surveyor based on the approved Survey, with reference to the plat incorporating the metes and bounds, courses and distances as shown said plat. Seller shall have twenty days after delivery of the Survey for approval to assert any objections to the Survey. In the event that Seller, in its sole discretion, is dissatisfied with any matter set forth on the Survey, Seller may (i) terminate this Agreement within five (5) days of the later of the event set forth immediately proceeding, or (ii) state an objection to such matter in writing to Purchaser on or prior to the expiration of the Closing Date. Upon receipt of such objection, Purchaser shall have a period of five (5) business days to elect (i) to cure the matter in a manner satisfactory to Seller prior to Closing or (ii) to notify Seller it will not cure the matter in a manner satisfactory to Seller prior to Closing. If Seller elects not to cure such matter(s), then Purchaser shall have five (5) business days after receipt of such notice from Seller to either (i) notify Seller it is terminating this Agreement or (ii) notify Seller it will continue the Agreement and accept the matter(s) as Permitted Title Exception(s).

6. Inspection.

(a) To the extent that such documents exist and are in Seller's possession, Seller shall make available to Purchaser within ten (10) business days after the Effective Date (i) a copy of Seller's existing owner's title insurance policy for the Property or, if same is dated later than such policy, a copy of any existing title commitment for the Property, and (ii) the most recent survey of the Property in the possession of Seller, and (iii) any governmental approvals, permits or correspondence, engineering data, reports, zoning approval, plans and tests, environmental data and reports, subdivision plans and reports, utility commitments, drainage reports, soils reports, zoning restrictions, deed restrictions, and other similar documents, and all recorded instruments affecting the Property .

(b) Purchaser shall have thirty (30) days from the Effective Date ("Due Diligence Period") to inspect the Property and to conduct all other due diligence matters, including but not limited to surveying, geotechnical testing, Phase 1 and 2 environmental site assessments, Due Diligence studies, and wetlands delineations. Purchaser may terminate this Agreement for any or no reason by giving written notice to Seller on or before the last day of the Due Diligence Period, in which event all Earnest Money, less \$100.00 which shall be delivered to Seller as consideration for removing the Property from the market, shall be promptly refunded to Purchaser and the parties to this Agreement shall be relieved of all rights and obligations hereunder, except for those that by the express terms hereof survive any termination of this Agreement.

(c) Purchaser shall be entitled to two (2) thirty (30) day extensions of the Due Diligence Period upon the deposit of the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (each, an "Extension Deposit") with Escrow Agent as an additional earnest money deposit for each extension so exercised. Each Extension Deposit so tendered by Purchaser shall be treated as part of the Deposit and governed by Section 2.3 of this Agreement. Commencing on the Effective Date and expiring at the termination of the Due Diligence Period, as such may have been extended, Purchaser's and/or its agents, consultants, contractors, employees and principals ("**Purchaser's Agents**") shall have the right to investigate the Property and all matters relevant to the acquisition, ownership, development, permitting, governmental approval, and utility supply of and for the Property, including, without limitation, the right to enter onto the Property to conduct, at Purchaser's sole cost and expense, such physical, engineering, environmental, soil and Due Diligence studies on the Property as Purchaser deems appropriate. No inspection, examination, study, or test shall interfere with Seller's use of the Property and/or violate any law or regulation of any governmental entity having jurisdiction over the Property. Purchaser acknowledges that, as of the expiration of the Due Diligence Period, Purchaser will have had a full opportunity and adequate time to inspect and investigate the condition of the Property to Purchaser's full satisfaction.

If Purchaser determines, in its sole and absolute discretion, that the Property is unsuitable for the intended use, or for any reason or for no reason, Purchaser may terminate this Agreement by written notice to Seller prior to the expiration of the Due Diligence Period (as the same may be extended pursuant to Section 4(c) above), in which event the Earnest Money, less \$100.00 which shall be delivered to Seller as consideration for removing the Property from the market, shall be returned to Purchaser and the parties shall be relieved of any further rights or obligations hereunder. If Purchaser elects to terminate this Agreement by providing written notice of its intention to terminate to Seller, Purchaser shall restore the Property to its condition immediately prior to entry thereon by Purchaser and Purchaser's Agents, and shall deliver to Seller any materials prepared in Purchaser's investigation of the Property, but specifically excluding information relating to Purchaser's business such as market studies, as soon as practicable

thereafter. If Purchaser does not so notify Seller in writing of its intention to terminate prior to the expiration of the Due Diligence Period, Purchaser shall be deemed to have determined the Property to be suitable for the intended use and this Agreement shall continue in full force and effect pursuant to the terms contained herein, and the Earnest Money shall become non-refundable except for Seller default in performing its obligations hereunder.

To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller and their respective members, officers, directors, employees, agents and consultants (collectively, the “Sellers”) from and against any and all claims, causes of action, damages, costs, and expenses of any kind, including, without limitation, reasonable attorneys’ fees and court costs arising from any activities undertaken by Purchaser or its agents, consultants, contractors, employees, or principals on the Property as part of the exercise of Purchaser’s rights hereunder; provided, however, in no event shall Purchaser or Seller be responsible for any reduction of value of the Property resulting from the discovery of any hazardous substances on, or other defects in the Property.

7. Closing.

7.1 Closing Date. Closing shall occur on or before thirty (30) days after expiration of the Due Diligence Period (as the same may be extended pursuant to Section 4(c) above), but in no event beyond June 30, 2025. The date on which Closing occurs shall be referred to as the “**Closing Date**”.

7.2 Closing Costs and Prorations.

At the Closing, Seller shall pay fees for the recording of (i) any lien or mortgage release or satisfaction, if any, necessary to deliver the Property, free of such lien or mortgages; and (iii) any costs incurred by Seller, including its own attorneys’ fees.

At the Closing, Purchaser shall pay or cause to be paid on Purchaser’s behalf (i) all costs and charges incident to any mortgage executed by Purchaser, including, without limitation, recording fees, mortgagee’s title insurance premiums, mortgage application, origination, and assumption fees, and costs for any survey work undertaken by Purchaser, if applicable; (ii) the recording fees and deed stamps/transfer fee for recording the Deed; (iii) owner’s title insurance premiums, endorsements and fees; and (v) any costs incurred by Purchaser, including its own attorneys’ fees.

Ad valorem taxes against the Property for tax year 2025 shall not be pro-rated, as County-owned property is exempt.

7.3 Title.

Purchaser may obtain, at Purchaser’s sole cost and expense, a commitment for an owner’s policy of title insurance for the Property (the “**Title Commitment**”), which Title Commitment shall be issued by a South Carolina licensed title insurance company (the “**Title Company**”). Purchaser shall have until forty five (45) days after the Effective Date (“**Title Review Period**”) to review the status of title to the Property, obtain a survey at Purchaser’s expense (if desired), and deliver written notice to Seller of any objections Purchaser may have to title exceptions or defects identified in such commitment or disclosed by such survey other than Permitted Exceptions (the “**Title Objections**”).

As used herein, the term “**Permitted Exceptions**” means (i) liens for taxes (including, roll-back taxes), assessments, both general and special, and other governmental charges that are not yet due and payable (but which shall be pro-rated as described herein), (ii) building codes and zoning ordinances and other laws, ordinances, regulations, rules, orders or determinations of any federal, state, county, municipal or other governmental authority heretofore, now or hereafter enacted, made or issued by any such authority

affecting the Property, (iii) rights of riparian landowners for the use and the continued flow of the streams and creeks running over, upon, and through the Property, if any, (iv) development and use restrictions and conditions imposed by federal, state, and local laws with respect to those portions of the property designated as "wetlands," if any, (v) all matters, restrictions and matters that would be disclosed by an accurate survey of the Property but not properly raised as a Title Objection, and (vi) any matter listed in the Title Commitment but not properly raised as a Title Objection.

Except for matters as to which Purchaser is entitled to object hereunder and which such title Objections are described in any such notice from Purchaser, Purchaser shall be deemed to have waived its right to object to, and to have approved, all title exceptions or defects indicated on the Title Commitment. If Purchaser notifies Seller of any Title Objection(s), Seller shall have twenty (20) days after receipt of such notice to attempt or not attempt to cure or satisfy such Title Objection(s); provided however, Seller shall not be required to remove any Title Objection. If Purchaser raises any Title Objection and the Title Objection is not satisfied by Seller within the time period allowed, Purchaser shall have the right to terminate this Agreement and receive a return of the Earnest Money, in which event the parties shall be relieved of any further rights or obligations hereunder, except as to any indemnity obligations of Purchaser which expressly survive the termination of this Agreement, or Purchaser may proceed with each Closing without abatement to the Purchase Price. If Seller does so cure or satisfy the Title Objection, this Agreement shall continue in full force and effect. Purchaser shall have the right at any time to waive any Title Objection that Purchaser may have made and proceed to Closing. Notwithstanding the above, Seller shall remove all monetary liens or encumbrances created by, through, or under Seller encumbering the Property prior to or at Closing. The proceeds from the Closing may be utilized to pay such monetary liens or encumbrances.

Purchaser, at its sole cost and expense, may obtain an updated Title Commitment (the "**Updated Commitment**") for the Property at any time prior to Closing and, if exceptions are noted to which Purchaser may object hereunder and were not listed as exceptions in the initial Title Commitment, Purchaser may notify Seller within five (5) days after the date of such Updated Commitment, but not later than the Closing Date, and the foregoing provisions relating to Seller's opportunity to cure shall apply. The Closing Date shall be extended as necessary to permit Seller the opportunity to cure as provided herein, sure the Seller elect to attempt a cure. If Purchaser raises an objection based on the Updated Commitment and Seller elects not to cure the objection, Purchaser may terminate this Agreement and receive a return of the Earnest Money. Notwithstanding the foregoing, Seller shall not knowingly permit any exceptions or encumbrances against the Property after the Effective Date without Purchaser's express written consent.

7.4 Closing Documents.

7.4.1 Deeds. At Closing, Seller shall deliver title to the Property to Purchaser by quitclaim deed using the legal description by reference to the new Survey. The deed shall be in proper form for recording and shall be duly executed and acknowledged, all at Seller's expense. Seller represents, but does not warrant, to the best of its actual knowledge that the title to the Property shall be good and marketable, free and clear of all tenancies and other liens and encumbrances except potential property taxes for the current year and utility service easements, the "**Reversionary Clause**" as set forth in **Exhibit "B"** to this Agreement, and other matters of record. Seller shall also execute and deliver to Purchaser at Closing, all at Seller's expense, the following:

(a) **Settlement Statement.** A signed settlement statement (prepared by Purchaser's attorney) reflecting disbursements in accordance with this Agreement.

(b) **General Assignment.** An assignment of any intangible property, permits, or licenses pertaining to the Property.

(c) **No Lien Affidavit.** An affidavit and indemnification agreement, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company), that there are no amounts owed for labor, materials or services with respect to the Property.

(d) **Owner's Affidavit.** An affidavit, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company, subject however to the restriction that South Carolina governmental bodies are prohibited from indemnifying others), that there are no tenants or others claiming interests in the Property.

(e) **Residency Certificates.** N/A.

(f) **Certificate of Tax Compliance.** N/A.

(g) **Withholding Affidavit.** N/A.

(h) **Other Documents.** Other closing documents as reasonably required by Purchaser or the Title Company.

7.4.2 At Closing Purchaser shall provide a settlement statement and such other documents as may be reasonably requested by Seller or the Title Company.

7.5 **Possession.** Seller shall deliver sole and exclusive possession of the Property to Purchaser upon Closing.

8. **Seller's Representations.**

Seller represents without warranty to Purchaser as follows:

Seller is the sole record owner of the Property as of the Effective Date and shall be the sole record owner of the Property as of the Closing Date;

This Agreement has been duly authorized and, when executed and delivered and ratified by County Council, shall constitute a legal, valid, and binding obligation of Seller, enforceable in accordance with its terms;

To Seller's actual knowledge, as of the Effective Date and as of the Closing Date, the Property does not and shall not contain hazardous wastes, hazardous substances, toxic substances, hazardous air pollutants, or toxic pollutants, as those terms are used in applicable federal, state, or local environmental laws;

To Seller's knowledge, as of the Effective Date and as of the Closing Date, it has received no notice of any action, litigation, pending or threatened condemnation, or other proceeding of any kind pending against Seller that relates to or affects the Property; and

Seller's representations are true and correct as of the Effective Date and the continued truth and accuracy thereof at the time of Closing shall be a condition to all of Purchaser's obligations under this Agreement. Seller shall notify Purchaser promptly of any facts that Seller may receive after the Effective Date, actual notice of which would cause any of Seller's representations to be untrue on the date of each Closing.

Purchaser acknowledges that this Agreement is entered into by Purchaser without reliance on any covenants, warranties, statements or representations, either written or oral, express or implied, by Seller, or

by any agent, employee or representative of Seller, or by any broker or other person purporting to represent Seller, except as specifically set forth in this Agreement. Purchaser represents that its decision to enter into this Agreement is based on Purchaser's independent investigation and evaluation of the Property and the merits for consummating the transactions contemplated by this Agreement. Purchaser is aware of the South Carolina constitutional prohibition against governmental bodies indemnifying or holding harmless any contracting party.

Except for the representations specifically stated in Section 6 of this Agreement, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING, AND SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY IN ITS "AS-IS", "WHERE-IS" CONDITION.

9. Purchaser's Representations.

Purchaser represents to Seller as follows:

Purchaser is a limited liability company, established under the laws of the State of South Carolina.

Purchaser's execution, delivery, and performance of this Agreement is not prohibited by and will not constitute a default under any other agreement, covenant, document or instrument;

This Agreement has been duly authorized and, when executed and delivered, shall constitute a legal, valid, and binding obligation, enforceable in accordance with its terms;

To Purchaser's knowledge, there is no litigation pending, or to Purchaser's knowledge threatened, that would have a material and adverse effect on Purchaser's ability to perform its obligations under this Agreement; and

Purchaser's representations are true and correct as of the Effective Date and the continued truth and accuracy thereof at the time of Closing shall be a condition to all of Seller's obligations under this Agreement. Purchaser shall notify Seller promptly of any facts that it may receive after the Effective Date, actual notice of which would cause any of its representations to be untrue on the date of each Closing.

10. General Provisions.

10.1 Condemnation. If prior to Closing, Seller should receive notice of the commencement or threatened commencement of eminent domain or other like proceedings against any material portion of the Property Seller shall immediately notify Purchaser in writing and Purchaser shall elect within ten (10) days after receipt of such notice, by delivering written notice to Seller, either (a) to terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser and the parties shall be relieved of any further rights or obligations hereunder; or (b) to continue this Agreement in full force and effect, but subject to such proceedings, in which event the Purchase Price shall remain the same and Seller shall transfer and assign to Purchaser at the Closing all condemnation proceeds and rights to additional condemnation proceeds, if any, relating to the Property. If Purchaser does not notify Seller of Purchaser's election within such ten (10) day period, Purchaser shall be deemed to have elected to continue this Agreement in accordance with clause (b) of this Section 8.1.

10.2 No Joint Venture; Third-Party Beneficiaries.

Purchaser and Seller acknowledge that they are not co-developers, partners, joint venture partners, or principals and agents. Seller's obligations hereunder shall run solely to Purchaser and Seller shall have no obligations, express or implied, to any other person. Any control exercised by Seller with respect to any property within the Development is solely for the purpose of protecting property values in the Development. Any approval granted by Seller is solely for Purchaser's benefit, and neither Purchaser nor any third party may rely upon Seller's approval for any other purpose.

No person not a party to this Agreement shall be deemed or construed a direct or indirect beneficiary hereof, nor entitled to rely on any provision hereof or the conduct and performance of the parties thereto, all of such provisions, conduct and performance being solely for the benefit of the parties hereto.

10.3 Brokers. Seller and Purchaser each represent to the other that neither has dealt with a real estate broker or agent in connection with the purchase and sale contemplated by this Agreement, and no broker fee or commission is owed, or will be owed, to any person or entity.

10.4 Default and Remedies.

(a) Purchaser Default. If Purchaser fails to close on the purchase of the Property as and when required, fails to perform any of its other obligations, or breaches any representation, warranty or covenant hereunder, Seller may deliver Purchaser a Notice of Default as provided below and, if Purchaser fails to cure within the time period required, Seller may declare Purchaser in default hereunder. Upon such default, Seller may terminate this Agreement by written notice to Purchaser and retain the Earnest Money as liquidated damages.

(b) Seller Default. If Seller fails to close on the sale of the Property as and when required, fails to perform its other obligations under this Agreement, Purchaser may give Seller a Notice of Default as provided below, and if Seller fails to cure within the time period required, Purchaser may declare Seller in default and either (i) bring an action for specific performance, in which event Purchaser shall be entitled to recover its costs and reasonable attorney's fees as may be awarded by the court in its discretion, or (ii) terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be immediately refunded to Purchaser, or (iii) provided an action for specific performance is not available to Purchaser, the Purchaser may seek such remedies available under the law or in equity, not to exceed actual (but not special or consequential) damages not to exceed twice the amount of Earnest Money and extension deposits actually made by Purchaser..

(c) Notice of Default. Notwithstanding anything herein to the contrary, neither party may terminate this Agreement or pursue other available remedies for the other party's default unless and until the party declaring the default has delivered to the other party written notice describing the alleged default ("**Notice of Default**"), and the party receiving such notice has failed to cure such default within fifteen (15) days after receipt of such Notice of Default or, if such default is not capable of being cured within fifteen (15) days, has failed to commence steps to cure within fifteen (15) days and thereafter to diligently pursue such steps and accomplish such cure within thirty (30) days. Notwithstanding the foregoing, this Section shall not apply to limit a party's ability to obtain temporary injunctive relief if necessary to avoid irreparable harm.

(d) Attorneys' Fees. In the event that either party pursues legal action to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to collect from the non-prevailing party such reasonable legal fees and costs incurred in the action as may be awarded by the court in its discretion.

(e) **Notice.** Each notice to be given hereunder shall be in writing and delivered 1) personally, 2) by overnight delivery, 3) by electronic transmission via internet email with either a) confirmation of receipt by all parties to whom it is directed or b) by depositing a copy of the email with the U.S. Postal Service mail, with adequate first-class prepaid postage, or 4) mailing such notice by depositing it with the U.S. Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party at its address set forth below. If given by personal delivery or by overnight delivery, notice shall be deemed to have been given and received upon receipt at the address to which it is delivered. If given by mail, notice shall be deemed to have been given when deposited with the U.S. Postal Service and received within three (3) business days following such deposit in the U.S. Postal Service. Notice by email shall be deemed to have been made upon confirmation of receipt, or three (3) days after depositing the mailing as provided above with the U.S. Postal Service. Rejection or refusal by the addressee to accept delivery, or the inability to deliver any notice because of a change of address of the intended recipient without notice to the other, shall be deemed to be the receipt of the notice on the third day following the date postmarked or deposited with the overnight delivery service of U.S. Postal Service. Either party may change such addresses by written notice to the other designating the new address. Notice addresses are as follows:

If to Purchaser:

Infinite Precision.
307 Battery Creek Road
Beaufort, SC 29902
Attention: Daniel McNamara
E-mail:

With a copy to:

Email: _____

If to Seller:

Jasper County Administrator
Andrew P. Fulghum
358 Third Ave, Suite 306-A (Street Only)
PO Box 1149 (Mailing)
Ridgeland, SC 29936
afulghum@jaspercountysc.gov

With a copy to:

David L. Tedder
Jasper County Attorney
POBox 420
Ridgeland, SC 29936
dtedder@jaspercountysc.gov

10.5 **Binding Effect/Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. Purchaser shall not assign this Agreement, in whole or in part, to a third-party entity without the prior written consent of Seller, which consent shall not be unreasonably withheld, except that Purchaser may assign this Agreement to an entity that controls, is controlled by, or is under common control with Purchaser without the prior consent of Seller.

10.6 **Entire Agreement.** This Agreement, together with the attached Exhibits, embodies the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous negotiations, understandings, agreements, letters of intent or otherwise, all of which are of no further force or effect. This Agreement cannot be waived or amended except by written instrument executed by Purchaser and Seller.

10.7 **Applicable Law.** This Agreement shall be construed and interpreted under the laws of the State of South Carolina.

10.8 Severability. The provisions of this Agreement are intended to be independent. In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the other provisions of this Agreement.

10.9 No Waiver. Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with this Agreement nor in any way affect the validity of all or any part of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any other or subsequent breach.

10.10 Exhibits. The Exhibits referenced in this Agreement and attached hereto are incorporated in and made a part of this Agreement.

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, even though no one counterpart contains the signatures of all the parties, but all of which, together, shall constitute one and the same instrument. Signatures by either party may be by means of electronic signature, such as DocuSign[®], which the parties agree shall be binding for all purposes.

10.12 Headings. The Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provision.

10.13 Time is of the Essence. Time is of the essence as to all time periods set forth herein.

10.14 Waiver of a Right to Jury Trial. TO THE FULLEST EXTENT PERMITTED UNDER LAW, INCLUDING ANY LAWS ENACTED AFTER THE DATE OF THIS AGREEMENT, PURCHASER AND SELLER EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN THE EVENT OF LITIGATION BETWEEN THE PARTIES IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, THE PROPERTY, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE, WHETHER ANY OF THE FOREGOING IS BASED ON THIS AGREEMENT OR ON TORT LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

11. THE PARTIES ACKNOWLEDGE THE EXISTENCE AND INCORPORATION BY REFERENCE OF THE ATTACHED "ADDENDUM #1 TO AGREEMENT OF PURCHASE AND SALE."

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION BEGINS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

Witnesses:

SELLER:

JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation

By: _____ (SEAL)

Name: Andrew P. Fulghum

Its: County Administrator

Date: _____

PURCHASER:

Infinite Precision, LLC.

By: _____ (SEAL)

Name: Daniel McMamara

Its: _____

Date: _____

ACKNOWLEDGMENT AND AGREEMENT OF ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges receipt of a fully executed copy of the above and foregoing Agreement, together with the Deposit provided for therein, and agrees to hold and make payment of such Deposit in accordance with the provisions of the above and foregoing Agreement, this ____ day of _____, 2025.

ESCROW AGENT:

HARVEY AND BATTEY, PA

By:

Name: _____

Title:

EXHIBIT A
Legal Description
(Preliminary)

[illegible]

1. First Year:		
6. prod	beginning	6.5 years to
1.1	end of 2017	65.00

JASPER COUNTY SOUTH CAROLINA
 1 1/2, 2nd, 3rd, 4th
 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th
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JASPER COUNTY, SOUTH CAROLINA
OFFICIAL OF 1988 ELECTIONS

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PORTION OF
1.4.5. 040-00-01-005
(VACANT PARCEL)
2.150 ACRES/94,000 SQ. FT
DEED BOOK 115, PAGE 421

83P, LLC
2011-2012 100% 100% 100%
2013-2014 100% 100% 100%
2015-2016 100% 100% 100%

DATE: 24 05 2008
CUSTOMER NAME: JAGDEEP SINGH, MOBI: 98888 12345
2010 8000 000, 0000 0000

CYPRESS RIDGE DRIVE

JASPER COUNTY, SOUTH CAROLINA

[illegible][illegible][illegible]

REVISIONS

HUSSEY GAY BELL
Established 1958

1010 Gervais Street, Suite 100, Columbia South Carolina 29201 / T:803.799.0444

1010 Gervais Street, Suite 100, Columbia South Carolina 29201 / T-803.799.0444

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[illegible]

SHEET NO.

BOUNDARY & TOPOGRAPHIC SURVEY SHOWING THE SUBDIVISION OF
JASPER COUNTY T.M.S. C40-00-01-005
TO CREATE A 2.138 ACRE PARCEL
PREPARED FOR
INFINITE PRECISION LLC
NEAR THE TOWN OF RIDGELLAND,
JASPER COUNTY, SOUTH CAROLINA

ADDENDUM # 1 TO AGREEMENT OF PURCHASE AND SALE

The Agreement of Purchase and Sale ("Agreement") entered into by and between JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter "Seller"), and INFINNITE PRECISION.LLC, a South Carolina limited liability company (hereinafter "Purchaser") dated _____, 2025, is hereby amended as follows:

1. The Agreement is amended to add the following as Paragraph "10":

10. County Council Ratification. "NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS AGREEMENT OF PURCHASE AND SALE NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF SELLER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING, WITHIN THIRTY (30) DAYS OF SELLER'S EXECUTION OF THIS AGREEMENT, BY THE CHAIRMAN OF THE JASPER COUNTY COUNCIL PURSUANT TO AN ORDINANCE, RESOLUTION OR MOTION OF THE COUNCIL. NOTWITHSTANDING THE FOREGOING, IT IS ACKNOWLEDGED AND AGREED THAT THE DURATION OF THE INSPECTION/DUE DILIGENCE PERIOD IS ESTABLISHED PURSUANT TO THE PROVISIONS OF PARAGRAPH "4, *INSPECTION*" OF THE AGREEMENT MEASURED FROM THE EFFECTIVE DATE AS DEFINED THEREIN."

IN WITNESS WHEREOF, this Addendum to Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

SELLER:

JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation

By: _____ (SEAL)

Name: Andrew P. Fulghum

Its: County Administrator

Date: _____

SIGNATURES CONTINUE ON
FOLLOWING PAGE

PURCHASER:

Infinite Precision, LLC.

By: _____ (SEAL)

Name: Daniel McMamara

Its: _____

Date: _____

Ratified by Jasper County Council in accordance with a Resolution passed on
_____, 2025.

Jasper County Council

By: _____
John Kemp, Chairman

Exhibit "B"
Reversionary Clause Attachment to Deed

Purchaser has agreed to invest \$500,000.00 to construct fabrication and associated office space, and create 2 new jobs over a 5-year period (the "Minimum Contract Requirements"). Based upon those projections, Seller has agreed to convey the Property for a reduced consideration. Further, Purchaser has indicated its intention to begin construction of improvements on the Property shortly after Closing. As a result, Purchaser hereby agrees to convey to and/or reimburse Seller as follows if certain requirements are not met with Purchaser's performance by the following deadlines subject to Force Majeure Events:

(a) Purchaser agrees to reconvey the Property to Seller at the same price paid by Purchaser if a construction permit has not been obtained by Purchaser within 18 months of the Closing Date, and if the proposed investment and job creation goals have not been accomplished within five years of the Closing Date, Purchaser shall pay to Seller an amount equal to the difference between the Purchase Price and the sum of \$30,000.00 per acre for 1.44 acres and \$7,500.00 per acre for 0.718 acres.

AGENDA

ITEM # 15

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE # 0-2025-11**

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend the Jasper County Code of Ordinances by repealing Chapter 28, *Utilities*, Articles II through IV in their entirety and replacing them with a new Article II

WHEREAS, The Jasper County Council has undertaken to periodically review County Ordinances for relevance and adjustment; and

WHEREAS, The Jasper County Council realizes Ordinances may from time to time become out dated, no longer valid, or may need enhancement or revision; and

WHEREAS, pursuant to the powers and authorities granted to counties under Home Rule Act of 1975, and specifically Title 4, Chapter 9 of the Code of Laws of South Carolina, counties may establish or abolish agencies, departments, boards, commissions, and positions in the county in accordance with § 4-9-30 of the Code of Laws of South Carolina; and

WHEREAS, the provisions of Article II of Chapter 28, *Hardeeville Area Water Quality Management Agency*, and Article III, *Beaufort-Jasper County Water Authority* are no longer necessary due to the acquisition by the Beaufort-Jasper Water and Sewer Authority of the City of Hardeeville water and sewer system in 2002, and the assumption by the Beaufort-Jasper Water and Sewer Authority of various water supply and distribution functions as well as collection, treatment, disposal and recycling of wastewater in Jasper County, pursuant to South Carolina 2009 Act No. 55, codified as Sections 6-37-10, et seq., and

WHEREAS, 2009 Act No 55, Section 2, effective June 2, 2009, specifically provides:

"The provisions of this act are intended to supersede all other legislative acts or actions of a county council which are inconsistent with this act. Therefore, all other legislative acts or actions of a county council taken to date concerning the establishment of the authority that are inconsistent with this act are hereby repealed to the extent of such inconsistencies."

NOW THEREFORE, BE IT ORDAINED, by the Japer County Council duly assembled and by the authority of the same;

1. The Hardeeville Area Water Quality Management Agency, established by Jasper County Ordinance of 1-7-80, such ordinance being codified at Sections 28-36 through 28-41 (with Sections 28-42 through 28-70 reserved) is hereby abolished, and Article II of Chapter 28, *Hardeeville Area Water Quality Management Agency*, is deleted in its entirety.
2. Article III of Chapter 28 is hereby renamed "Article II, *Beaufort-Jasper County Water and Sewer Authority*, and all Sections of such prior Article III are deleted, with the exception of a new Section 28-36, to read as follows:

Sec. 28-36. Water and Sewer. For provisions regarding the provision of water and sewer facilities in Jasper County, including the authority, jurisdiction, appointment of members and other matters regarding the Beaufort-Jasper Water and Sewer Authority, reference may be had to 2009 Act No. 55, codified at Sections 6-37-10, *et seq.* of the Code of Laws of South Carolina, as such may hereafter be amended.
3. Article IV, *Rural Water System*, is hereby deleted in its entirety, with Code Sections 28-37 through 2-113 to be shown as "Reserved."
4. Pursuant to the requirements of Section 2 of 2009 Act 55, provisions of ordinances previously adopted by County Council, which are not consistent with the provisions of 2009 Act No. 55, are deemed superseded and repealed.

5. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances must, for any reason be held to be invalid or unconstitutional. The invalid section, clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance: and is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.
6. This ordinance shall take effect upon approval by Council.

John A. Kemp, Chairman

Attest:

Wanda Giles, Clerk to Council

Ordinance O-2025-11

First Reading: 04.07.2025

Public Hearing:

Second Reading: 04.21.2025

Third Reading:

Adopted:

Reviewed for form and draftsmanship by Jasper County Attorney

David L. Tedder

Date

Chapter 28 UTILITIES¹

ARTICLE I. IN GENERAL

Secs. 28-1—28-35. Reserved.

ARTICLE II. HARDEEVILLE AREA WATER QUALITY MANAGEMENT AGENCY²

Sec. 28-36. Definitions.

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

201 refers to section 201 of PL 92-500, the Federal Water Pollution Control Act, as amended.

Nonpoint source pollution means pollutants which are not collected or centralized. Stormwater runoff is a major nonpoint source.

Point source facilities means waste treatment facilities and the collection system through which wastewater is transmitted to a single point for processing.

Point source pollution means wastewater which is collected and transferred to a single point or place.

(Ord. of 1-7-80, § 6)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 28-37. Designation.

- (a) The Town of Hardeeville is hereby designated as the water quality management agency for the area described by section 28-38, with powers and duties as defined by section 28-39, to control both point and nonpoint source pollution.
- (b) The county is designated as a supplemental agency for the unincorporated portions of the area described in section 28-38, with powers and duties as defined in section 28-39, to manage point sources.

(Ord. of 1-7-80, § 1)

¹Cross reference(s)—Buildings and building regulations, ch. 6.

State law reference(s)—Authority to grant franchises for public utilities, S.C. Code 1976, § 4-9-30(11).

²Cross reference(s)—Boards, commissions and committees, § 2-76 et seq.

Sec. 28-38. Jurisdiction.

The area over which the Town of Hardeeville shall have jurisdiction for water quality matters shall coincide with the boundaries of the approved and certified 201 facilities plan for Hardeeville, as delineated by the map attached to the ordinance from which this article is derived, which is made a part of this article by reference. Where uncertainty exists as to the boundaries of the 201 planning area, the following rules shall apply:

- (1) Boundaries indicated as approximately following the center of streets, highways, railroad lines, utility easements, streams, rivers, lakes, canals and other bodies of water shall be construed to follow such centerlines.
- (2) Boundaries indicated as approximately following platted lot lines and corporate lines shall be construed as following such lines.
- (3) Boundaries indicated as parallel to or extensions of features indicated in subsections (1) and (2) of this section shall be so construed. Distances not specifically indicated on the 201 map shall be determined by the scale of the map.

(Ord. of 1-7-80, § 2)

Sec. 28-39. Powers and duties.

- (a) The Town of Hardeeville shall have the authority to exercise the following powers and duties within the area defined by section 28-38:
 - (1) To annually review and establish 201 facilities priorities for water quality projects.
 - (2) To ensure implementation of the approved 201 facilities plan by:
 - a. Enforcing uniform sewer use regulations for the entire area, to include, among other things, the authority to mandate tie-ons where sewer lines are available.
 - b. Enforcing regulations to control the location of waste treatment facilities within the area.
 - c. Establishing policies and procedures to ensure areawide consideration of water quality matters.
 - d. Enforcing user charges and industrial cost recovery systems (UCICR) to ensure that each recipient of waste treatment service will pay its proportionate share of the costs of operation and maintenance, including replacement, as required by EPA.
 - (3) To provide water and sewer utility service to the incorporated and unincorporated parts of the area, in accord with the 201 plan.
- (b) The county shall enact sewer use ordinances and other measures deemed appropriate by both jurisdictions, which shall be consistent with those of the Town of Hardeeville, the designated management agency. The county shall authorize the town to enforce such ordinances in the unincorporated portions of the 201 facilities planning area for purposes of ensuring proper administration of the service facilities.

(Ord. of 1-7-80, § 3)

Sec. 28-40. Exceptions to sewer connection requirements.

In the implementation of the 201 plan it may be necessary to require tap-ins to existing or proposed wastewater collection lines. Such authority will be contained in the sewer use ordinance of the Town of Hardeeville. However, to avoid undue hardships, those dwellings with properly functioning septic tanks, on-site

disposal systems or wells will be exempt from the requirements of the sewer use ordinance or any other regulatory ordinance requiring tap-ins for a period of five years from the date the service is first made available.

(Ord. of 1-7-80, § 4)

Sec. 28-41. Financial assistance for sewer connection expenses.

To the extent that financial assistance is available from other local, state or federal agencies, the Town of Hardeeville will work to obtain monies to assist low- and moderate-income persons with tap-in fees and other related expenses.

(Ord. of 1-7-80, § 5)

Secs. 28-42—28-70. Reserved.

ARTICLE III. BEAUFORT-JASPER COUNTY WATER AUTHORITY

Sec. 28-71. Consolidation of Beaufort-Jasper County water authority and Jasper County water and sewer authority.

The Beaufort-Jasper County water authority, initially created by Act No. 784 of 1954, as amended, shall be enlarged by adding thereto all of Jasper County except for any municipalities which operate water and sewer systems and except the area presently being served by any municipally owned waterworks and sewer system by consolidating the Jasper County water and sewer authority as created by Act No. 598 of 1971 into the Beaufort-Jasper County water authority.

The District of the Beaufort-Jasper Water and Sewer Authority (BJWSA) shall be restricted to exclude all of unincorporated Jasper County, except for those areas of unincorporated Jasper County where infrastructure built by BJWSA is already in place and serving water or sewer customers in Jasper County, including areas at Point South and Palm Key. A boundary survey of any such regions will be provided at or before the earliest of: the date that a true and accurate survey of those areas is provided to Jasper County by the BJWSA, 90 days from the passing of this resolution.

(Ord. of 10-3-83, § 1; Ord. of 6-2-97, § 1)

Sec. 28-72. Membership.

The composition of the Beaufort-Jasper County water authority shall be as follows: The authority shall be composed of nine members, seven of whom shall be resident electors of Beaufort County and two of whom shall be resident electors of Jasper County. The Beaufort County members of the authority shall be appointed by the governor upon the recommendation of a majority of the legislative delegation of Beaufort County. Of the Beaufort County members, the respective governing bodies of the City of Beaufort, the Town of Port Royal and the Town of Bluffton shall each recommend to the legislative delegation of Beaufort County one person who may in turn be recommended by the legislative delegation of Beaufort County to the governor for appointment, and the Beaufort County council shall recommend to the legislative delegation of Beaufort County three persons who shall in turn be recommended by the legislative delegation of Beaufort County to the governor for appointment. The Jasper County members of the authority shall be appointed by the governor upon the recommendation of a majority of the legislative delegation of Jasper County. Of the Jasper County members, the respective governing bodies of the City of Ridgeland and the City of Hardeeville shall each recommend to the legislative delegation of Jasper County

one person who may in turn be recommended by the legislative delegation of Jasper County to the governor for appointment. The terms of office for all members and their successors of the authority shall be six years. All members of the authority shall hold office until their successors have been appointed and qualify. Any vacancy occurring for any reason among the members of the authority shall be filled for the remainder of the unexpired term by the procedure set forth in this section.

(Ord. of 10-3-83, § 1)

Sec. 28-73. Compensation of members.

The members of the Beaufort-Jasper County water authority may fix their compensation for each meeting in actual attendance upon the business of the authority, but in no event shall such compensation exceed \$600.00 per year for each member or \$840.00 per year for the chairman.

(Ord. of 10-3-83, § 1)

Sec. 28-74. Continuation of previous authority.

Pursuant to S.C. Code 1976, § 6-11-610, there will be no new commission appointed under this article, nor will any changes be made in the old members of the Beaufort-Jasper County water authority, as enlarged pursuant to this article, except as set forth in section 28-72.

(Ord. of 10-3-83, § 3)

Sec. 28-75. Financing of improvements and extensions.

The Beaufort-Jasper County water authority, as enlarged pursuant to this article, will not issue any general obligation bonds under S.C. Code 1976, §§ 6-11-490—6-11-600. At the present time the authority has no immediate plans for the issuance of revenue bonds payable from the revenues derived from the operation of its waterworks system to provide for the funding of the proposed extensions into Jasper County. It is, however, anticipated that the authority will negotiate with the Farmers Home Administration of the United States Department of Agriculture with respect to the future financing of the construction of the improvements and extensions of the waterworks system into Jasper County and for the sale of waterworks revenue bonds to the Farmers Home Administration. It is anticipated that the negotiations will eventually lead to loans and grants with which the authority will construct improvements and extensions to the waterworks system into Jasper County.

(Ord. of 10-3-83, § 2)

Secs. 28-76—28-100. Reserved.

ARTICLE IV. RURAL WATER SYSTEM

Sec. 28-101. Establishment.

There is hereby created a body corporate and politic to be known as the county rural water system. It shall be the function of the system to supply water to individuals, public and private corporations and political subdivisions within the geographical area specified in this article. To that end, it shall be empowered to drill wells, construct reservoirs, water treatment, transmission and distribution facilities and appurtenances thereto, and to

acquire such land, rights-of-way, easements, machinery, apparatus and equipment as shall be deemed useful therefor.

(Ord. of 9-15-80, § 1)

Sec. 28-102. Membership.

The rural water system shall be composed of five members, who shall be resident electors of the county. All members of the system shall be appointed by the county council. The original appointees shall serve staggered terms. Upon the termination of the terms of the original members, their successors shall be appointed by the county council in the same manner as is provided for the original appointment, for terms of four years. Any vacancy occurring by reason of death, resignation or otherwise shall be filled for the remainder of the unexpired term by appointment of the county council. All members of the system shall hold office until their successors shall have been appointed and shall have qualified.

(Ord. of 9-15-80, § 2)

Sec. 28-103. Officers.

As soon as convenient, the rural water system shall convene and shall organize by electing one of its number as chairman, a second as vice-chairman and a third as secretary. The terms of office of the officers of the system shall be for such period as the system shall determine in its bylaws.

(Ord. of 9-15-80, § 2)

Sec. 28-104. Certifications regarding membership and personnel.

The secretary of the rural water system shall from time to time file in the office of the clerk of court of the county appropriate certificates showing the personnel of the system and the duration of the terms of the respective members.

(Ord. of 9-15-80, § 2)

Sec. 28-105. Compensation of members.

The members of the rural water system shall receive no compensation, but shall be reimbursed for any actual expenses incurred in connection with the business of the system.

(Ord. of 9-15-80, § 2)

Sec. 28-106. Service area.

The service area of the rural water system shall encompass all of the county. The system shall not provide any of its authorized services to persons or private corporations within the established limits of any municipality or legally constituted water or sewerage district that was in existence at the time of the ratification of the ordinance from which this article is derived, without the consent of the governing body thereof.

(Ord. of 9-15-80, § 3)

Sec. 28-107. Powers.

The rural water system shall be fully empowered to acquire, construct, operate, maintain, improve and extend facilities which would enable it to obtain fresh water in large volume and to distribute and sell the water, subject to the limitations set forth in section 28-106, to persons, firms, corporations, municipal corporations, political divisions, and the United States government, or any agencies thereof, at any point within its service area. To that end, the authority shall have the following powers:

- (1) To have perpetual succession.
- (2) To sue and be sued.
- (3) To adopt, use and alter a corporate seal.
- (4) To define a quorum for its meetings.
- (5) To establish a principal office.
- (6) To make bylaws for the management and regulation of its affairs.
- (7) To build, construct, maintain and operate canals, aqueducts, ditches, tunnels, culverts, flumes, conduits, mains, pipes, dikes, dams and water reservoirs.
- (8) To impound fresh water in lakes or reservoirs.
- (9) To build, construct, maintain and operate water distribution systems for the distribution of water for domestic or industrial use.
- (10) To acquire and operate any type of machinery, appliances or appurtenances necessary or useful to discharge the functions committed to the authority by this article.
- (11) To accept gifts or grants of services, properties or moneys from the United States, or any of its agencies, under such conditions as the United States or such agency shall prescribe.
- (12) Subject to the provisions of section 28-106, to sell water for industrial or domestic use.
- (13) To prescribe rates and regulations under which water shall be sold for domestic and industrial use.
- (14) Subject to the provisions of section 28-106, to enter into contracts for the sale of water upon such terms as the parties thereto shall approve, with persons, private corporations, municipal corporations, public bodies and public agencies and with the United States government or any agencies thereof.
- (15) To prescribe such regulations as it shall deem necessary to protect from pollution all water in its canals, aqueducts, reservoirs or distribution systems.
- (16) To make contracts of all sorts and to execute all instruments necessary or convenient for the carrying on of the business of the system.
- (17) To lease or sell and convey lands, or interests therein.
- (18) To make use of county and state highway rights-of-way in which to lay pipes and lines, in such manner and under such conditions as the appropriate officials in charge of such rights-of-way shall approve.
- (19) To alter and change county and state highways wherever necessary in order that it may discharge the functions committed to it in such manner and under such conditions as the appropriate officials in charge of such highways shall approve.
- (20) To acquire, by purchase or gift, or through the exercise of eminent domain, all land, interests therein, easements and rights-of-way which the authority shall deem necessary to enable it to fully and

adequately discharge all functions committed to it. The power granted in this subsection shall be deemed to include the power to acquire protective areas of land adjacent to any of its facilities.

- (21) To exercise the power of eminent domain for any corporate function. The power of eminent domain may be exercised through any procedure prescribed by the Code of Laws of South Carolina, 1976, as such statutes are now constituted or as they may afterwards be constituted following any amendments thereto.
- (22) To appoint officers, agents, employees and servants, to prescribe the duties of such persons, to fix their compensation, and to determine to what extent they shall be bonded for the faithful performance of their duties.
- (23) To make contracts for construction, engineering, legal and other services, with or without competitive bidding.
- (24) To borrow money and to make and issue negotiable bonds, notes and other evidences of indebtedness, payable from all or any part of the revenues derived from the operation of its facilities. The sums borrowed may be those needed to pay all costs incident to the construction and establishment of the facilities, and any extension, addition and improvement thereto, including engineering costs, construction costs, the sum needed to pay interest during the period prior to which the facilities or any extension, addition or improvement thereto shall be fully in operation, such sum as is needed to apply working capital to place the facilities in operation, and all other expenses of any sort that the system may incur in establishing, extending and enlarging the facilities. Neither the faith and credit of the state, nor that of any county, municipality or political subdivision of the state, shall be pledged for the payment of the principal and interest of the obligations, and there shall be on the face of each obligation a statement, plainly worded, to that effect. Neither the members of the system nor any person signing the obligations shall be personally liable thereon. To the end that a convenient procedure for borrowing money may be prescribed, the system shall be fully empowered to:
 - a. Covenant and agree that, upon it being adjudged in default as to the payment of any installment of principal or interest upon any obligation issued by it or in default as to the performance of any covenant or undertaking made by it, that in such event the principal of all obligations of such issue may be declared forthwith due and payable, notwithstanding that any of them may not have then matured.
 - b. Confer upon a corporate trustee the power to make disposition of the proceeds from all borrowings and of all revenues derived from the operation of the facilities, in accordance with and in the order of priority prescribed by the resolutions adopted by the authority as an incident to the issuance of any notes, bonds or other types of securities.
 - c. Dispose of its obligations at public or private sale, and upon such terms and conditions as it shall approve.
 - d. Make such provision for the redemption of any obligations issued by it prior to their stated maturity, with or without premium, and on such terms and conditions as the system shall approve.
 - e. Covenant and agree that any cushion fund established to further secure the payment of the principal and interest of any obligations shall be in a fixed amount.
 - f. Limit or prohibit free service to any person, firm, corporation or municipal corporation, or any subdivision or division of the state.
 - g. Prescribe the procedure, if any, by which the terms of the contract with the holders of its obligations may be amended, the number of obligations whose holders must consent thereto, and the manner in which such consent shall be given.

-
- h. Prescribe the events of default and the terms and conditions upon which all or any obligations shall become or may be declared due before maturity, and the terms and conditions upon which such declaration and its consequences may be waived.

- (25) To do all other acts and things necessary or convenient to carry out any function or power committed or granted to the system.

(Ord. of 9-15-80, § 4)

Sec. 28-108. Rates for services not to be regulated by state.

The rates charged for services furnished by the rural water system shall not be subject to supervision or regulation by any state bureau, board, commission or like instrumentality or agency thereof.

(Ord. of 9-15-80, § 5)

Sec. 28-109. Tax exemption for property of system.

All property of the rural water system shall be exempt from all ad valorem taxes levied by the state, the county or any municipality, division, subdivision or agency thereof, direct or indirect.

(Ord. of 9-15-80, § 6)

Sec. 28-110. Fiscal year; annual audit.

The rural water system shall conduct its affairs on the fiscal year basis employed by the county, that is, its fiscal year shall begin on July 1 of each year and shall end on June 30 of the succeeding year. As shortly after the close of its fiscal year as may be practicable, an audit of its affairs shall be made by certified public accountants, of good standing, to be designated by the system. Copies of such audits, incorporated into an annual report of the system, shall be filed in the office of the clerk of court of the county and with the secretary of state.

(Ord. of 9-15-80, § 7)

Sec. 28-111. Use of revenue.

All revenues derived by the rural water system from the operation of its facilities which may not be required to discharge covenants made by it in issuing bonds, notes or other obligations authorized by this article shall be disposed of by the system from time to time for purposes germane to the functions of the system, or in such other manner as the general assembly may, by proper enactment, direct.

(Ord. of 9-15-80, § 9)

Sec. 28-112. Contracts for sale of water.

All municipalities, public bodies and public agencies operating water district systems in the county shall be fully empowered to enter into contracts to buy water from the rural water system. Such contracts shall extend over such period of time and shall contain such terms and conditions as shall be mutually agreeable to the system and to the contracting municipality, public body or public agency.

(Ord. of 9-15-80, § 10)

Sec. 28-113. Tampering with facilities or polluting water; unlawful use of water.

It shall be unlawful for any person to wilfully injure or destroy or in any manner hurt, damage, tamper with or impair the facilities of the rural water system, or any part of such facilities, or any machinery, apparatus or equipment of the system, or to pollute the water in any part of its service area, or to obtain water therefrom except in accordance with the regulations promulgated by the system. Any person so offending shall be deemed guilty of a misdemeanor and upon conviction shall be punished in accordance with section 1-8 and shall be further liable to pay all damages suffered by the system.

(Ord. of 9-15-80, § 8)

AGENDA

ITEM # 16



Jasper County Planning and Building Services

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

Lisa Wagner, CFM
Director of Planning and Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	April 21, 2025
Project:	Zoning Map Amendment – Residential
Applicant:	Brock & Rose Burnette
Tax Map Number:	020-00-03-006 (5.70 acres) & 020-00-03-102 (5.65 acres)
Submitted For:	3 rd Reading
Recommendation:	Planning Commission recommends approval of Residential

Description: This is a request for a Zoning Map Amendment to have a property designated as Residential. The subject properties consist of 11.35 acres and are identified by TMS #s 020-00-03-006 & 020-00-03-102. The property is located at 345 Gassie Orr Road in Pineland. Both parcels are currently zoned Rural Preservation. The intent is to combine the subject properties with two adjacent parcels and then reconfigure the four (4) original parcels to five (5) parcels. The adjacent parcels are owned by the applicant and are zoned Residential. The Jasper County Land Development Regulations prohibit creating new parcels in different zoning districts to prevent additional properties from being split-zoned.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation”. The Rural Conservation areas seek to protect and promote the character of Jasper County that largely exists today outside of the municipalities.
- **Adjacent Zoning:** The adjacent parcels are zoned Rural Preservation and Residential.
- **Adjacent Land Use:** Adjacent land uses are residential and vacant property.

- ***Traffic and Access:*** The subject property is accessed by Gassie Orr Road, which is a county-maintained dirt road.

Recommendation: The Planning Commission reviewed this application at their meeting on February 11, 2025 and recommends approval to have the property designated as Residential.

Attachments:

1. Application
2. Ordinance
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: O-2025-06

AN ORDINANCE

To amend the Official Zoning Map of Jasper County so as to transfer two properties located at 345 Gassie Orr Road, bearing Jasper County Tax Map Numbers 020-00-03-006 and 020-00-03-102 from the Rural Preservation Zoning District to the Residential Zoning District on the Jasper County Official Zoning Map.

WHEREAS, the owner of the parcels bearing Jasper County Tax Map Number 020-00-03-006 and 020-00-03-102, consisting of approximately 11.35 acres, located at 345 Gassie Orr Road, has requested rezoning of the parcels on the Official Zoning Map of Jasper County from the Rural Preservation Zoning District to the Residential Zoning District and that request has been submitted to the Jasper County Planning Commission and County Council; and

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

WHEREAS, this matter is now before the Jasper County Council for determination;

NOW THEREFORE BE IT ORDAINED, by the Jasper County Council in council duly convened and by the authority of the same:

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having

been shown, two parcels, which are approximately 11.45 acres bearing Jasper County Tax Map Numbers 020-00-03-006 and 020-00-03-102, located at 345 Gassie Orr Road on the Jasper County Official Zoning Map in the Rural Preservation Zoning District shall be transferred to the Residential Zoning District.

2. This ordinance shall take effect upon approval by Council.

John A. Kemp
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: # O-2025-06

First Reading: March 3, 2025

Second Reading: March 17, 2025

Public Hearing: March 17, 2025

Adopted: April 21, 2025

Considered by the Jasper County Planning Commission at it's meeting on
February 11, 2025 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



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

Zoning Map Amendment Application

Owner or Owner- Authorized Applicant:	Brock and Rose Burnette
Address:	4220 Gillison Branch Rd Pineland SC 29934
Telephone/Fax:	843-368-7526
Email:	burnettebrock@yahoo.com
Property Address or Physical Location:	Gassie Orr Rd
Tax Map Number(s):	020-00-03-102 020-00-03-006
Gross Acreage:	11.35 combined
Current Zoning:	Rural Preservation
Proposed Zoning:	Residential
Administrative Fee: (\$250 per lot) except for PDD applications	
Date Mailed or Hand Delivered:	1-28-25 Hand delivered
Reason for Request: (attach narrative if necessary)	Residential lots

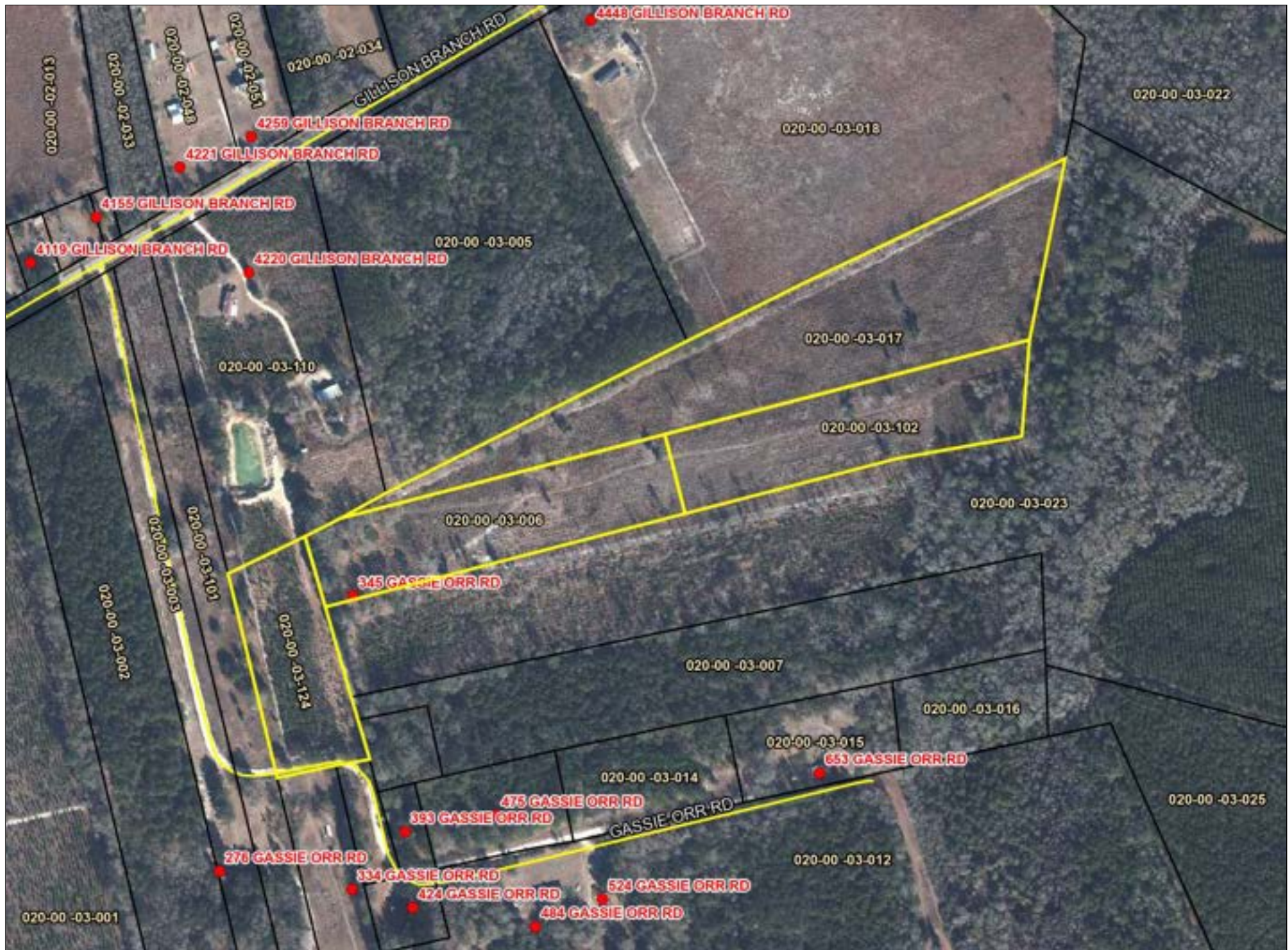

Signature of Owner or Owner-Authorized Applicant
(Proof of owner-authorization required)

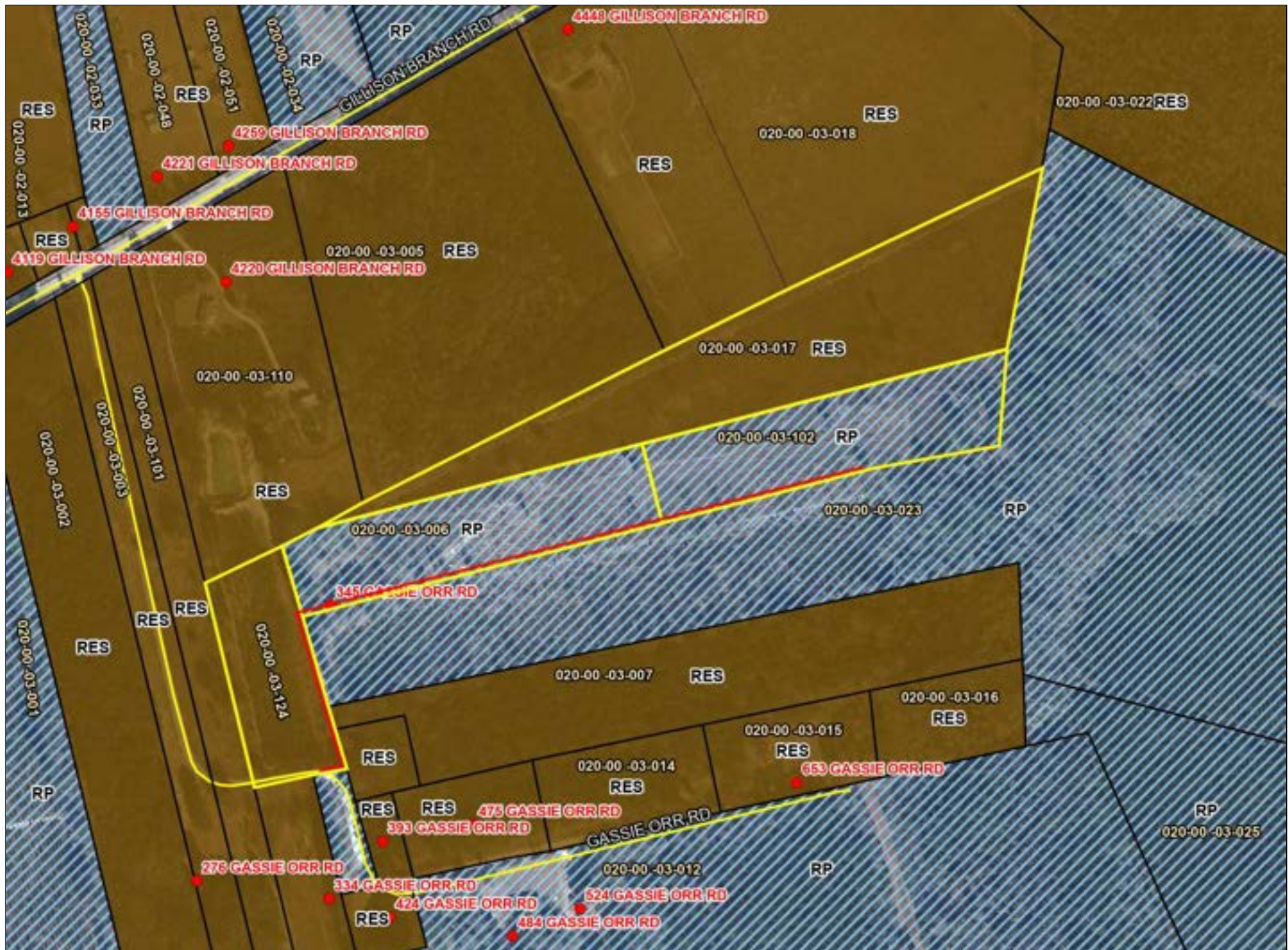
1-27-25
Date

Internal Use Only

Date Received:	1-28-25
Amount Received:	\$300-
Staff Member:	J. Hayes







AGENDA

ITEM # 17



Jasper County Planning and Building Services

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

Lisa Wagner, CFM
Director of Planning and Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	April 21, 2025
Project:	Zoning Map Amendment – General Commercial
Applicant:	Brian Manning
Tax Map Number:	080-03-00-019
Submitted For:	3 rd Reading
Recommendation:	Planning Commission recommends approval of General Commercial

Description: This is a zoning map amendment request to have a property designated as General Commercial. The subject property consists of .96 acres and is located at 139 Hartwell Avenue. The property is currently zoned Mixed Business and is part of a commercial subdivision known as Argent Business Park. The property is developed with a commercial building that was built for flex space. The end user intends to use the space as an event center, which is not allowed in Mixed Business. However, an event center is allowed in General Commercial. The property was originally zoned General Commercial, and the zoning was changed to Mixed Business at the end of 2016.

At the March 3, 2025 Council Meeting, there were concerns about whether or not there is enough parking for an event center. Currently, there are 10 parking spaces in front of the building and available parking behind the building. Although the parking spaces behind the building need to be clearly delineated, the space behind the building will provide an additional 10 – 12 parking spaces. The property owner has spoken to the business next door to see if they can utilize their additional parking spaces behind their building since most events will not be held during regular business hours. Article 12:1.3 of the Jasper County Zoning Ordinance allows Shared Parking as outlined below:

Article 2:1.3 Shared Parking: *Shared use of required nonresidential parking spaces may occur where two (2) or more uses on the same or separate sites are able to share the same parking spaces because their parking demands occur at different times. Shared use of required nonresidential parking spaces is allowed if the following documentation is submitted in writing with the building and zoning permit application:*

1. *The names and addresses of the uses and of the owners or tenants that are sharing the parking;*
2. *The location and number of parking spaces that are being shared;*
3. *A legal instrument such as an easement or deed restriction that guarantees access to the parking for both uses.*

While staff is working with the property owner to address the individual use of the proposed event center, the re-zoning request should be considered based on whether or not the zoning designations is supported by the Comprehensive Plan, whether or not the zoning designation is a compatible zoning district based on the built environment, are the allowed uses in General Commercial compatible with the area.

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

- ***Comprehensive Plan:*** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as a Commercial Node, which is appropriate for businesses, offices, retail, and multi-family use.
- ***Adjacent Zoning:*** The adjacent parcels are zoned General Commercial, Mixed Business and Rural Preservation.
- ***Adjacent Land Use:*** Adjacent land uses are commercial development and vacant property. Multi-family apartments are nearby.
- ***Traffic and Access:*** The subject property is accessed by Hartwell Avenue, which is a privately maintained road serving Argent Business Park. Hartwell Avenue is located off of Argent Blvd, which is a minor arterial road and is maintained by the state.

Recommendation: The Planning Commission reviewed this application at their meeting on February 11, 2025 and recommends approval to have the property designated as General Commercial.

Attachments:

1. Application
2. Ordinance
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer
5. Article 6, Jasper County Zoning Ordinance, Use Regulations – this Articles provides the allowed uses in all of the Zoning Districts, specifically General Commercial versus Mixed Business

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: O-2025 -07

AN ORDINANCE

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 139 Hartwell Avenue, bearing Jasper County Tax Map Number 080-03-00-019 from the Mixed Business Zoning District to the General Commercial Zoning District on the Jasper County Official Zoning Map.

WHEREAS, the owner of a parcel bearing Jasper County Tax Map Number 080-03-00-019 consisting of approximately .96 acres, located at 139 Hartwell Avenue, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Mixed Business Zoning District to the General Commercial Zoning District and that request has been submitted to the Jasper County Planning Commission and County Council; and

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

WHEREAS, this matter is now before the Jasper County Council for determination;

NOW THEREFORE BE IT ORDAINED, by the Jasper County Council in council duly convened and by the authority of the same:

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having

been shown, approximately .96 acres bearing Jasper County Tax Map Number 080-03-00-019, located at 139 Hartwell Avenue on the Jasper County Official Zoning Map in the Mixed Business Zoning District shall be transferred to the General Commercial Zoning District.

2. This ordinance shall take effect upon approval by Council.

John A. Kemp
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # O-2025-07

First Reading: March 3, 2025
Second Reading: March 17, 2025
Public Hearing: March 17, 2025
Adopted: April 21, 2025

Considered by the Jasper County Planning Commission at it's meeting on
February 11, 2025 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



Jasper County Planning Department

358 Third Avenue - Post Office Box 1659
Ridgeland, South Carolina 29936
Phone: (843) 717-6650 Fax: (843) 726-7707

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	Brian Manning
Address:	139 Hartwell Ave
Telephone:	843-304-4173
Email:	brianmanning64@gmail.com
Property Address or Physical Location:	139 Hartwell Ave
Tax Map Number(s)	080-03-00-019
Gross Acreage:	0.96
Current Zoning	MB
Proposed Zoning:	GC
Administrative Fee: (\$300 per lot) except for PDD applications	
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	Banquet Hall / OFFICE SPACE (No kitchen)

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

12-30-2025

Date

Internal Use Only

Date Received:	12-30-2025
Amount Received:	300.00
Staff Member:	LW



Jasper County Planning Department

358 Third Avenue - Post Office Box 1659
Kidgeland, South Carolina 29936
Phone: (843) 717-3650 Fax: (843) 726-7717

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	Brian Manning
Address:	139 Hartwell Ave
Telephone:	843-304-4173
Email:	brianmanning64@gmail.com
Property Address or Physical Location:	139 Hartwell Ave
Tax Map Number(s)	080-03-00-019
Gross Acreage:	0.96
Current Zoning	MB
Proposed Zoning:	GC
Administrative Fee: (\$300 per lot) except for PDD applications	
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	Banquet Hall / OFFICE SPACE (No Kitchen)

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

12-30-2025

Date

Internal Use Only

Date Received:	12-30-2025
Amount Received:	300.00
Staff Member:	LW





AGENDA

ITEM # 18



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tiwilliams@jaspercountysc.gov

Jasper County Council
Intergovernmental Agreement (IGA) with Beaufort, Colleton, and Hampton Counties – Community Development Block Grant (CDBG) for Planning Services provided by the Lowcountry Council of Governments (LCOG)

Meeting Date:	April 21, 2025
Subject:	Request to enter IGA with other LCOG Counties to apply for and use \$50,000 in CDBG funds to pay LCOG for Planning Services
Recommendation:	Approve IGA and authorize County Administrator to execute.

Description:

The LCOG is submitting their annual CDBG Regional Planning Grant application. The grant (\$50,000) allows LCOG to assist localities in performing their annual needs assessments and to conduct project development meetings when needs arise.

This year, Colleton County will serve as the lead applicant; however, LCOG requires grant certifications to be executed by all four counties. This in no way affects Jasper County's grant thresholds for pursuing our own projects.

Recommendation:

Approve IGA and authorize County Administrator to execute.

Attachments:

Current, draft IGA and program certifications
Copy of previous IGA and program certifications

INTERGOVERNMENTAL AGREEMENT

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

The AGREEMENT, made the _____ day of _____, 20____, by and among the following:

**Colleton County,
Beaufort County, Hampton County and
Jasper County**

WHEREAS, the parties to the Agreement have the authority pursuant to the South Carolina Home Rule Act, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually;

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Community Development Block Grant (CDBG) project, the purpose of which is to «Insert project description».

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Colleton County shall act as the lead entity in developing and carrying out said proposed CDBG project.
2. In its capacity of lead entity, **Colleton County** shall be the lead jurisdiction in making application to the South Carolina Department of Commerce for CDBG funds and shall be the grantee of the State of South Carolina “(the State”) of such funds. As the grantee of the State, it shall be fully and solely responsible to the other parties to this Agreement for compliance with all financial management, environmental review, civil rights, recordkeeping, reporting and other requirements of the CDBG program and of the grant contract with the State, except as specified in Paragraph 3 hereinafter.

3. Each party to this Agreement shall be individually responsible for compliance with the following requirements of the CDBG program unless otherwise authorized:
 - a) The development and presentation, for public review and comment, of a written Citizen Participation Plan (CP Plan);
 - b) Identification of the jurisdiction's housing and community development needs, in accordance with the requirements of the jurisdiction's CP Plan;
 - c) An application public hearing held in accordance with the requirements of the jurisdiction's CP Plan;
 - d) Development of a residential anti-displacement plan; and
 - e) An action plan taken to affirmatively further fair housing during the course of the grant period.

Furthermore, each party shall provide documentation to **Colleton County** demonstrating its compliance with the requirements specified in this Paragraph 3 and **Colleton County** shall retain such documentation and other required records and documents for the period of time specified by the State.

4. **Colleton County** shall contract with the «COG» to carry out the responsibilities assumed by **Colleton County** under this Agreement and its grant contract with the State.

This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing CDBG funding for said project or carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties to this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In that case, the State must approve such termination and arrangements for completing this project prior to termination of this Agreement. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

FOR Colleton County

Meagan Utsey

By: _____

Position: _____

Interim County Administrator

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

FOR Beaufort County

Michael Moore

By: _____

Position: _____

County Administrator

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

FOR Hampton County

Lavar Youmans

By:

Position:

County Administrator

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

FOR Jasper County

Andrew P. Fulghum

By: _____

Position: _____

County Administrator

Program Certifications

As chief executive official of the local government, I hereby make the following certifications:

1. Is following the citizen participation requirements for the Community Development Block Grant (CDBG) Program including:
 - (a) Provides for and encourages citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used;
 - (b) Ensures that citizens will be given reasonable and timely access to local meetings, information, and records relating to this unit of local governments proposed use of and actual use of CDBG funds;
 - (c) Furnishes citizens information, including but not limited to:
 - (1) The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income);
 - (2) The range of activities that may be undertaken with CDBG funds;
 - (3) The estimated amount of CDBG funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons; and
 - (4) The proposed CDBG activities likely to result in displacement and the unit of local governments anti-displacement and relocation plans as required.
 - (d) Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals in accordance with the procedures developed by the State. Such assistance need not include providing funds to such groups;
 - (e) Provides for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views and responding to proposals and questions. Together the hearings cover community development and housing needs, development of proposed activities and a review of program performance. The public hearings to cover community development and housing needs must be held before submission of an application to the State. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the disabled. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate;
 - (f) Provides citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the State and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the unit of local government's application to the State. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the State;
 - (g) Provides citizens the address, phone number, and times for submitting complaints and grievances, and provides timely written answers to written complaints and grievances within 15 working days, where practicable.
2. Assures that all reasonable steps have been taken to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of CDBG assisted activities.
3. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

4. Will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of fee or assessment that relates to the capital costs of such public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.
5. Has adopted and is enforcing:
 - (a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
6. Will conduct and administer the grant in conformance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations and agrees to take actions to affirmatively further fair housing.
7. Will certify, to the best of the certifying official's knowledge and belief, that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report lobbying in accordance with its instructions; and
 - (c) It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
8. Will comply with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and with other applicable State and Federal laws.

I declare that I am duly authorized, under the laws of the above-named unit of general local government, to make the foregoing certifications and acknowledge that these certifications may not be construed to restrict the responsibility or authority of the above-named unit of local government for the development and execution of its community development program as required by Title I of the Housing and Community Development Act of 1974, as amended, and the laws, regulations, and the policies of the State of South Carolina.

Andrew P. Fulghum/County Administrator

Jasper County

Name and Title of
Chief Elected/Administrative Official

Unit of Local Government

Signature

Date

Conflict of Interest Certification

In the procurement of supplies, equipment, construction, and services by recipients and subrecipients, the provisions of the South Carolina Ethics, Government Accountability, and Campaign Reform Act of 1991 apply. In all cases not governed by the ethical standards of the South Carolina Ethics, Government Accountability, and Campaign Reform Act of 1991, such as the acquisition and disposition of real property and the provision of assistance with CDBG funds by the recipient or its subrecipients to individuals, businesses and other private entities under eligible activities, the conflict of interest provisions in the State CDBG regulations at 24 CFR Part 570.489 (h) apply in addition to the State Ethics Law.

CDBG requirements pertaining to conflict of interest are summarized as follows:

Conflicts Prohibited - Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, **the general rule is that no persons (described below under "Persons Covered") who exercise or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.**

Persons Covered - The Conflicts of Interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the State, the unit of local government, or of any designated public agencies or subrecipients that are receiving CDBG funds.

Exceptions - Upon the written request of the applicant/recipient, the State CDBG Program may grant an exception to the provisions of this section on a case-by-case basis if there has been public disclosure of the conflict and it is determined that such an exception will serve to further the purposes of Title I and the effective and efficient administration of the program or project of the State or the unit of local government.

Certification -

The unit of local government submits this application with the assurance that any conflict of interest as defined above or any appearance of conflict has been disclosed publicly and with this application; and the unit of local government has complied with State law and CDBG regulations. Any affected person has withdrawn from functions, responsibilities, or decision making with regard to the grant. It is further certified that if this grant is awarded, the unit of local government will disclose any potential conflict or the appearance of conflict before taking any action to approve assistance and will fully comply with these requirements.

If not already identified in the application, the following potential conflicts exist:

Name

N/A

Type of Conflict

None Known

Unit of Local Government: Jasper County

Project: Regional Planning

Name of Chief
Elected/Administrative
Official:

Andrew P. Fulghum

Title: County Administrator

Signature:

Date:

INTERGOVERNMENTAL AGREEMENT

FOR

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

The AGREEMENT, made the 2nd day of January, 2020, by and among the following:

**Hampton County,
Beaufort County, Colleton County and
Jasper County**

WHEREAS, the parties to the Agreement have the authority pursuant to the South Carolina Home Rule Act, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually;

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Community Development Block Grant (CDBG) project, the purpose of which is to provide planning services through Lowcountry Council of Governments.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Hampton County shall act as the lead entity in developing and carrying out said proposed CDBG project.
2. In its capacity of lead entity, Hampton County shall be the lead jurisdiction in making application to the South Carolina Department of Commerce for CDBG funds and shall be the grantee of the State of South Carolina "(the State)" of such funds. As the grantee of the State, it shall be fully and solely responsible to the other parties to this Agreement for compliance with all financial management, environmental review, civil rights, recordkeeping, reporting and other requirements of the CDBG program and of the grant contract with the State, except as specified in Paragraph 3 hereinafter.
3. Each party to this Agreement shall be individually responsible for compliance with the following requirements of the CDBG program unless otherwise authorized:

- a) The development and presentation, for public review and comment, of a written Citizen Participation Plan (CP Plan);
- b) Identification of the jurisdiction's housing and community development needs, in accordance with the requirements of the jurisdiction's CP Plan;
- c) An application public hearing held in accordance with the requirements of the jurisdiction's CP Plan;
- d) Development of a residential anti-displacement plan; and
- e) An action plan taken to affirmatively further fair housing during the course of the grant period.

Furthermore, each party shall provide documentation to Hampton County demonstrating its compliance with the requirements specified in this Paragraph 3 and Hampton County shall retain such documentation and other required records and documents for the period of time specified by the State.

4. Hampton County shall contract with the Lowcountry Council of Governments to carry out the responsibilities assumed by Hampton County under this Agreement and its grant contract with the State.

This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing CDBG funding for said project or carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties to this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In that case, the State must approve such termination and arrangements for completing this project prior to termination of this Agreement. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

FOR Hampton County

Rose Dobson-Elliott

By: 

Position:

County Administrator

FOR Beaufort County

Ashley Jacobs

By: 

Position:

County Administrator

FOR Colleton County

J. Kevin Griffin

By: 

Position:

County Administrator

FOR Jasper County

Andrew P. Fulghum

By: 

Position:

County Administrator

Budget		
Grant #	CDBG Funds Requested COLUMN 1	Non-CDBG Funds* COLUMN 2
Acquisition		
Property Disposition		
Clearance		
Code Enforcement		
Rehabilitation- Private Property		
Rehabilitation- Commercial		
Rehabilitation- Personnel		
New Housing Construction		
Relocation <input type="checkbox"/> Temporary <input type="checkbox"/> Permanent		
Water Facilities		
Sewer Facilities		
Flood and Drainage Facilities		
Street Improvements		
Community Center/Facility Identify _____		
Other Public Facilities Improvements Identify _____		
Removal of Architectural Barriers		
Interim Assistance		
Public Services		
Economic Development Assistance to "Non-Profit"		
Economic Development Assistance to "For-Profit"		
Microenterprise Assistance		
Other Activities Identify _____		
Engineer/Architect		
Planning Only	\$49,000	
General Administration	\$1,000	
Grand Total	\$50,000	

☐ * If non-CDBG funds include non-cash contributions, please check this box and include an itemized list in the attachments.

Program Certifications

As chief executive official of the local government, I hereby make the following certifications:

1. Is following the citizen participation requirements for the Community Development Block Grant (CDBG) Program including:
 - (a) Provides for and encourages citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used;
 - (b) Ensures that citizens will be given reasonable and timely access to local meetings, information, and records relating to this unit of local governments proposed use of and actual use of CDBG funds;
 - (c) Furnishes citizens information, including but not limited to:
 - (1) The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income);
 - (2) The range of activities that may be undertaken with CDBG funds;
 - (3) The estimated amount of CDBG funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons; and
 - (4) The proposed CDBG activities likely to result in displacement and the unit of local governments anti-displacement and relocation plans as required.
 - (d) Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals in accordance with the procedures developed by the State. Such assistance need not include providing funds to such groups;
 - (e) Provides for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views and responding to proposals and questions. Together the hearings cover community development and housing needs, development of proposed activities and a review of program performance. The public hearings to cover community development and housing needs must be held before submission of an application to the State. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the disabled. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate;
 - (f) Provides citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the State and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the unit of local government's application to the State. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the State;
 - (g) Provides citizens the address, phone number, and times for submitting complaints and grievances, and provides timely written answers to written complaints and grievances within 15 working days, where practicable.
2. Assures that all reasonable steps have been taken to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of CDBG assisted activities.
3. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

4. Will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of fee or assessment that relates to the capital costs of such public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.
5. Has adopted and is enforcing:
 - (a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
6. Will conduct and administer the grant in conformance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations and agrees to take actions to affirmatively further fair housing.
7. Will certify, to the best of the certifying official's knowledge and belief, that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report lobbying in accordance with its instructions; and
 - (c) It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
8. Will comply with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and with other applicable State and Federal laws.

I declare that I am duly authorized, under the laws of the above-named unit of general local government, to make the foregoing certifications and acknowledge that these certifications may not be construed to restrict the responsibility or authority of the above-named unit of local government for the development and execution of its community development program as required by Title I of the Housing and Community Development Act of 1974, as amended, and the laws, regulations, and the policies of the State of South Carolina.

Andrew Fulghum/County Administrator

Name and Title of
Chief Elected/Administrative Official

Jasper County

Unit of Local Government



Signature

5/6/21

Date

Conflict of Interest Certification

In the procurement of supplies, equipment, construction, and services by recipients and subrecipients, the provisions of the South Carolina Ethics, Government Accountability, and Campaign Reform Act of 1991 apply. In all cases not governed by the ethical standards of the South Carolina Ethics, Government Accountability, and Campaign Reform Act of 1991, such as the acquisition and disposition of real property and the provision of assistance with CDBG funds by the recipient or its subrecipients to individuals, businesses and other private entities under eligible activities, the conflict of interest provisions in the State CDBG regulations at 24 CFR Part 570.489 (h) apply in addition to the State Ethics Law.

CDBG requirements pertaining to conflict of interest are summarized as follows:

Conflicts Prohibited - Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, the general rule is that no persons (described below under "Persons Covered") who exercise or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Persons Covered - The Conflicts of Interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the State, the unit of local government, or of any designated public agencies or subrecipients that are receiving CDBG funds.


Exceptions - Upon the written request of the applicant/recipient, Grants Administration may grant an exception to the provisions of this section on a case-by-case basis if there has been public disclosure of the conflict and it is determined that such an exception will serve to further the purposes of Title I and the effective and efficient administration of the program or project of the State or the unit of local government.

Certification -

The unit of local government submits this application with the assurance that any conflict of interest as defined above or any appearance of conflict has been disclosed publicly and with this application; and the unit of local government has complied with State law and CDBG regulations. Any affected person has withdrawn from functions, responsibilities, or decision making with regard to the grant. It is further certified that if this grant is awarded, the unit of local government will disclose any potential conflict or the appearance of conflict before taking any action to approve assistance and will fully comply with these requirements.

If not already identified in the application, the following potential conflicts exist:

<u>Name</u>	<u>Type of Conflict</u>
None	None Known
_____	_____
_____	_____

Unit of Local Government:	<u>Jasper County</u>	Project:	<u>Regional Planning</u>
Name of Chief Elected/Administrative Official:	<u>Andrew Fulghum</u>	Title:	<u>County Administrator</u>
Signature:		Date:	<u>5/6/21</u>

AGENDA

ITEM # 19



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA
Director of Administrative Services
kburgessr@jaspercountysc.gov

Jasper County Council Appointment of Jasper County Accommodations Tax Advisory Committee For Fiscal Year 2025 - 2026

Meeting Date:	April 7, 2025
Subject:	Presentation of the slate of volunteers who have agreed to participate in the accommodations tax disbursement process has a member of the Jasper County Accommodations Tax Advisory Committee.
Recommendation:	Staff recommends that the Council accept the slate of volunteers to serve as members of the Jasper County Accommodations Tax Advisory Committee for the FY 2025 – 2026.

Description: The following is from the South Carolina Code of Laws Title 6- Local Government—Provisions Applicable to Special Purpose Districts and Other Political Subdivisions.

SECTION 6-4-25. Advisory Committee; guidelines for expenditures; annual reports; reports to Accommodations Tax Oversight Committee.

(A) A municipality or county receiving more than fifty thousand dollars in revenue from the accommodations tax in county areas collecting more than fifty thousand dollars shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the accommodations tax. The advisory committee consists of seven members with a majority being selected from the hospitality industry of the municipality or county receiving the revenue. At least two of the hospitality industry members must be from the lodging industry where applicable. One member shall represent the cultural organizations of the municipality or county receiving the revenue. For county advisory committees, members shall represent the geographic area where the majority of the revenue is derived. However, if a county which receives more in distributions of accommodations taxes than it collects in accommodations taxes, the membership of its advisory committee must be representative of all areas of the county with a majority of the membership coming from no one area.

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

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

The list of volunteers who have agreed to serve on the Jasper County Accommodations Tax Advisory Committee for Fiscal Year 2025 - 2026 are as follows:

Name	Business and Location
Bonnie Bennett	Congaree Golf Partners, Ridgeland, SC
Chris Cornell	Tailgators Bar & Grille, Ridgeland, SC
Claude Dinkins	Point South Partners, Ridgeland, SC
Kendall Malphrus	Jasper County Chamber of Commerce, Ridgeland, SC
William “Bill” Olendorf	Point South KOA Campground, Yemassee, SC
Chetan Patel	Red Roof Inn, Yemassee, SC
Michael Penchansky	Nosh NY Bagels, Ridgeland, SC

Recommendation: Staff recommends that the Council accept the slate of volunteers to serve as members of the Jasper County Accommodations Tax Advisory Committee for the FY 2025 – 2026, and shall continue to serve until their successor is duly elected.

AGENDA

ITEM # 20



Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)

Ridgeland, SC 29936

Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

3, April 2025

To: Honorable County Council

Cc: Andrew Fulghum, Administrator
Kimberly Burgess, Director of Finance

Dear Council,

The Emergency Services Division is seeking authorization in the procurement of two (2) Stryker patient cots. These cots are utilized in the care and transportation of patients. Our current fleet of ambulances utilize the Stryker Power-LOAD system. We have two ambulances in our fleet that do not have these systems in service. Our current budget will allow for the procurement and installation of these two remaining systems.

The Power-LOAD system was a system we began migrating our fleet to over the past several years. These systems are aimed at reducing workplace injury of employees; increasing patient safety by improved hydraulic lifting capacity and increased weight limit loads through the hydraulics of the cot as well as the capacity for loading the cot into our ambulances. Moreover, staggered acquisition reduces our investments when remounting our current fleet. Additionally, we are requesting the ability to acquire the remaining two (2) stair-chairs. These devices allow staff to move patients up/downstairs who are unable to walk. The stair chairs we utilize have a tracked system and provide for improved patient & staff safety. We currently have money in our budget for this acquisition. The budget we planned this procurement is 010-056-2431. We are requesting authorization for the administrator to sign the acquisition documents and all other documents related thereto.

Total cost of acquisition: \$80,227.88

Sincerely,

Russell W. Wells

Purchase Order Form



Account Manager : Preston Keck
Cell Phone : (843) 709-9548

Purchase Order Date : 04-03-2025 15:18:00 -0400
Expected Delivery Date :
Stryker Quote Number : 11079465
Customer PO Number :

Bill To	Customer # : 20142126
Company Name :	JASPER COUNTY FIRE AND RESCUE
Contact or Department :	
Street Address :	POBox 1509
Add'l Address Line :	
City, ST, ZIP :	RIDGELAND, South Carolina, 29936-2626
Phone :	

**Authorized
Customer
Initials** _____

Sold To / End User	Customer # : 20142321
Company Name :	JASPER COUNTY FIRE RESCUE
Contact or Department :	
Street Address :	1509 GRAYS HWY
Add'l Address Line :	
City, ST, ZIP :	RIDGELAND, South Carolina, 29936-5441
Phone :	

**Authorized
Customer
Initials** _____

Deliver To	Customer # : 20142321
Company Name :	JASPER COUNTY FIRE RESCUE
Contact or Department :	
Street Address :	1509 GRAYS HWY
Add'l Address Line :	
City, ST, ZIP :	RIDGELAND, South Carolina , 29936-5441
Phone :	

**Authorized
Customer
Initials** _____

Description	Total
	\$80,227.88

Total : \$80,227.88

Purchase Order Form



Accounts Payable Contact Information

Name :

Email :

Phone :

Authorized Customer Signature

Name :

Title :

Signature :

Date :



Jasper Couty Fire Rescue 3.4.25

Quote Number:11079465

Version:1

Prepared For:JASPER COUNTY FIRE RESCUE

Attn:

Quote Date:04/03/2025

Expiration Date:07/02/2025

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Preston Keck

Email:preston.keck@stryker.com

Phone Number:(843) 709-9548

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	JASPER COUNTY FIRE RESCUE	Name:	JASPER COUNTY FIRE RESCUE	Name:	JASPER COUNTY FIRE AND RESCUE
Account #:	20142321	Account #:	20142321	Account #:	20142126
Address:	1509 GRAYS HWY	Address:	1509 GRAYS HWY	Address:	POBox 1509
	RIDGELAND		RIDGELAND		RIDGELAND
	South Carolina 29936-5441		South Carolina 29936-5441		South Carolina 29936-2626

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	2	\$31,546.80	\$63,093.60
2.0	6390001135	CABLE, ANCHOR TO VEHICLE	2	\$113.90	\$227.80
3.0	6252000000	Stair-PRO Model 6252	2	\$4,669.92	\$9,339.84
3.1	6252009001	Stair-Pro Operations Manual		\$0.00	\$0.00
3.2	6250001162	In-Service Video (DVD)		\$0.00	\$0.00
3.3	6252026000	Common Components		\$0.00	\$0.00
3.4	6250021000	2 Piece ABS Panel Seat		\$0.00	\$0.00
3.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)		\$0.00	\$0.00
3.6	6252022000	Main Frame Assy Option		\$0.00	\$0.00
3.7	6250024000	Standard Length Lower LiftHandles		\$0.00	\$0.00
3.8	6252027000	Footrest Option		\$388.24	\$776.48
3.9	6252024000	No IV Clip Option		\$0.00	\$0.00
				Equipment Total:	\$73,437.72



Jasper Couty Fire Rescue 3.4.25

Quote Number:11079465

Version:1

Prepared For:JASPER COUNTY FIRE RESCUE

Attn:

Quote Date:04/03/2025

Expiration Date:07/02/2025

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Preston Keck

Email:preston.keck@stryker.com

Phone Number:(843) 709-9548

Price Totals:

Estimated Sales Tax (8.000%):	\$5,875.02
Freight/Shipping:	\$915.14
Grand Total:	\$80,227.88

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

AGENDA

ITEM # 21



Jasper County Engineering Services Public Works Department

James M Iwanicki, P.E.
Director of Engineering Services
JIwanicki@jaspercountysc.gov

P.O. BOX 1244 • Ridgeland, South Carolina 29936
Phone (843) 726-7740 • FAX (843) 726-7743

Jasper County Council 25-yard Containers (3) and 39-yard Compactor (2) Bid Acceptance Recommendation

Meeting Date:	April 21, 2025
Item Number:	21
Subject:	Council acceptance of low bid for containers and compactors
Recommendation:	Council accepts the bid from FleetGenuis of NC, Inc., in the amount of \$78,801.67 for the purchase of three (3) containers and (2) compactors for use at the solid waste collection centers, including shipping and sales taxes, and to authorize the County Administrator or his designee to execute all documents necessary to complete the purchase.

Description: Jasper County advertised for sealed bids for Three (3) 25-yard containers and one (1) 39-yard compactor. The bids were due April 9, 2025, at 2:00 PM. Six (6) bids were received.

Recommendation: Staff recommends that the County Council accept the bid from FleetGenius of NC, Ins, for 3 containers and 2 compactors for a total amount of \$78,801.67. A second compactor was added for purchase since the original bid for 3 containers and 1 compactor was in the amount of \$52,905.43 which was \$32,904.57 less than the budgeted amount of \$85,000. Adding the second compactor will ensure that when one of our existing compactors is down or being maintained the public will not see a decrease in the level of service.

Additionally, staff requests that the Council authorize the County Administrator or his designee to execute all documents necessary to complete the purchase.

Attachments:

One Nation Bid
Monmouth Solutions Bid

Fleet Genius Bid
Swipe Resources Bid

Becker Complete Compactor Bid
Wastequip

Bid Tab Sheet

Invitation to Bid Advertisement

Invitation to Bid

Bid Tab (IVTB #2025-4)

Item	One Nation			FleetGelius of NC			Becker Complete Compactor			Monmouth Solutions			Swipe Resources			Wastequip		
	Unit Price	Quantity	Total	Unit Price	Quantity	Total	Unit Price	Quantity	Total	Unit Price	Quantity	Total	Unit Price	Quantity	Total	Unit Price	Quantity	Total
25 Yard Open Top Container	\$ 9,988.22	3	\$ 29,964.66	\$ 7,500.17	3	\$ 22,500.51	\$ 8,100.00	3	\$ 24,300.00	\$ 5,500.00	3	\$ 16,500.00	\$ 29,592.00	3	\$ 88,776.00	\$ 6,805.00	3	\$ 20,415.00
39 Yard Compactor	\$ 48,989.40	1	\$ 48,989.40	\$ 23,978.00	1	\$ 23,978.00	\$ 39,750.20	1	\$ 39,750.20	\$ 29,950.00	1	\$ 29,950.00	\$ 49,045.00	1	\$ 49,045.00	\$ 28,111.00	1	\$ 28,111.00
Sub Total			\$ 78,954.06			\$ 46,478.51			\$ 64,050.20			\$ 46,450.00			\$ 137,821.00			\$ 48,526.00
Shipping			\$ -			\$ 2,508.00			\$ 3,800.00			\$ -			\$ 5,000.00	\$ 4,581.88		\$ 4,581.88
Tax			\$ 6,316.32			\$ 3,918.92			\$ 5,428.01			\$ 3,716.00				\$ 3,882.08		\$ 3,882.08
Subtotal 3 Containers 1 Compactor			\$ 85,270.38			\$ 52,905.43			\$ 73,278.21			\$ 50,166.00			\$ 142,821.00			\$ 56,989.96
Addinal 39 Yard Compactor	\$ 48,989.40	1	\$ 48,989.40	\$ 23,978.00	1	\$ 23,978.00	\$ 39,750.20	1	\$ 39,750.20	\$ 29,950.00	1	\$ 29,950.00	\$ 49,045.00	1	\$ 49,045.00	\$ 28,111.00	1	\$ 28,111.00
Shipping			\$ -			\$ -			\$ 2,450.00			\$ -			\$ 2,900.00			\$ 1,961.00
Tax			\$ 3,919.15			\$ 1,918.24			\$ 3,376.02			\$ 2,396.00			\$ 4,155.60	\$ 3,882.08		\$ 2,405.76
Subtotal Additional 39 Yrd Compactor			\$ 52,908.55			\$ 25,896.24			\$ 45,576.22			\$ 32,346.00			\$ 56,100.60			\$ 32,477.76
Total			\$ 138,178.94			\$ 78,801.67			\$ 118,854.43			\$ 82,512.00			\$ 198,921.60			\$ 89,467.72



**NOTICE TO BIDDERS
JASPER COUNTY
INVITATION TO BID (IVTB #2025-4)
THREE (3) 25 YARD OPEN-TOP CONTAINERS AND
ONE 39 YEAR SELF-CONTAINED COMPACTOR**

Notice is hereby given that sealed bids will be received for three (3) 25 Yard Open-Top Containers and One (1) 39 Yard Self-Contained Compactor, by Jasper County, South Carolina, until 2:00 p.m., Wednesday, April 9, 2025, at which time all bids received will be opened. Bids may be submitted electronically through the County's Vendor Registry webpage or may be received by the Director of Administrative Services Division (Director) at the Clementa C. Pinckney Government Building, 358 3rd Avenue, Post Office Box 1149, Ridgeland, South Carolina 29936 prior to the time bids are to be opened. Hardcopy bids delivered within the 30-minute period immediately preceding bid opening (as described above) must be hand-delivered to the Director's Office in the Clementa C. Pinckney Government Building. Hardcopy bids should be delivered to the following address:

Kimberly Burgess, Director of Administrative Services Division
Jasper County
Clementa C. Pinckney Government Building
358 3rd Avenue, Suite 304
P.O. Box 1149
Ridgeland, SC 29936

A link to the County's Vendor Registry webpage may be found under "Services", "Bids & Solicitations", on the County's website at www.jaspercountysc.gov. All bids delivered should clearly indicate IVTB #2025-4 on the exterior of the envelope. Any bids submitted or delivered after the above stated date and time will not be accepted under any circumstances.

Bid opening will take place in the Jasper County Council Chambers at the address below:

**Clementa C. Pinckney Government Building
358 3rd Avenue
Ridgeland, South Carolina 29936**

Bidders should direct any questions to Dallas Lassiter at (843) 726-7740 or dlassiter@jaspercountysc.gov.

Description of Work:

Jasper County is seeking bids for three (3) 25-yard open-top containers. Containers should be made of 3/16" thick metal on sides and 1/4" thick on floors, with 3/16" x 2" x 6" main rails, 4" ground wheels and 4 x 5 channel on 34-inch centers for side braces. The 39-yard self-contained compactor should contain weather covers, 80% lights and pressure gauges. All bids should include delivery fees, South Carolina sales tax and Jasper County sales tax.

Bid Requirements:

Bids should be placed on company letterhead or on a document which provides Bidder name, address, phone number and other pertinent contact information. The successful Bidder will be required to furnish a W-9 and if the vendor performs any work on County property, a certificate of insurance with evidence of liability and workers compensation coverage, and a Jasper County business license, if required.

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening. The County of Jasper (Owner) reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. The Owner also reserves the right to waive all informalities not involving price, time, or changes in the work and to negotiate contract terms with the successful bidder.

One Nation Distribution LLC
PO Box 69
Volant, PA 16156
+17242019401
ryan@1ndl.com



ADDRESS
JASPER COUNTY SC
JASPER COUNTY SC

Estimate 3948

DATE 03/19/2025

EXPIRATION DATE 05/30/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Industrial Products	25 YARD OPEN TOP CONTAINER	3	9,988.22	29,964.66
	Industrial Products	39 YARD COMPACTOR	1	48,989.40	48,989.40

RESPONSE TO IVTB 2025-4

TOTAL \$78,954.06

Accepted By

Accepted Date

The background of the slide is a photograph of several modern skyscrapers with glass facades, viewed from a low angle looking up. The image is partially obscured by dark blue geometric shapes that frame the text.

MONMOUTH SOLUTIONS **PROPOSAL**

UEI: E474YENAVPB7
CAGE: 9DMG0
SDVOSB CERT #:
VSBC-52457208749



About Us

Monmouth Solutions, Inc is a Service-Disabled Veteran Owned Small Business that was formed in 2022 with a focus on logistical coordination, metal/steel manufacturing, equipment rentals, trailer and vehicle sales, and much more. As a veteran owned business, we know firsthand how important it is for vendors to offer efficient and effective products and services to the government. The founders of Monmouth consist of industry leaders with almost a century of combined experience. Using our diverse team of experts, we have been able to successfully complete over 100 contracts for state, local, and federal government agencies since inception.

Core Competencies

Equipment Lease

- Heavy Equipment
- Material Handling
- Rental Vehicles
- Mobile Structures

Trailer Manufacturing

- Travel Trailers
- Command/Hazmat Trailers
- Pressure Washer/Sprayer Trailers
- Dump, Flatbed, Gooseneck, Enclosed, ETC

Disaster Relief

- Rapid Deployment
- Logistical Support
- Product Sourcing

Lodging & Travel

- Hotel Sourcing
- Transportation Solutions
- Charters

Equipment & Vehicle Sales

- Computer and IT Parts and Services
- Recreational Vehicles
- Heavy Equipment

NAICS

336212 Truck Trailer Manufacturing

532412 Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing

532490 Other Commercial and Industrial Machinery and Equipment Rental and Leasing

335311 Power, Distribution, and Specialty Transformer Manufacturing

336214 Travel Trailer and Camper Manufacturing

532111 Passenger Car Rental

441210 Recreational Vehicle Dealers

332439 Other Metal Container Manufacturing

334111 Electronic Computer Manufacturing

333924 Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing

811310 Commercial and Industrial Machinery and Equipment (Except Automotive and Electronic) Repair and Maintenance

336211 Motor Vehicle Body Manufacturing

333120 Construction Machinery Manufacturing

333310 Commercial and Service Industry Machinery Manufacturing

721110 Hotels (except Casino Hotels)

337000 Furniture and Related Product Manufacturing.

Monmouth Solutions

PROPOSAL

25 Yard Open-Top Containers and 39 Yard Self-Contained Compactor

SOLICITATION # IVTB #2025-4

**Monmouth Solutions will provide and deliver
three (3) new 25yd. Bath Tub Style
Dumpsters and one (1) new Self Contained
Compactor 36CY to the address specified by
the buyer (Jasper County, SC 29936).**

**Please refer to Specifications and Technical
Data below.**

UEI: E474YENAVPB7

CAGE: 9DMG0

SDVOSB CERT #: VSBC-52457208749



Company Overview:

Monmouth Solutions, Inc. stands as a beacon of reliability and innovation in the government procurement sector. Our core values of integrity, efficiency, and customer satisfaction drive every facet of our operations. As a certified SDVOSB, we take pride in our ability to provide exceptional solutions while simultaneously fostering opportunities for veterans in the workforce.

Key Strengths:

Strategic Partnerships: We have cultivated strong relationships with suppliers globally, enabling us to procure the highest quality equipment and services for our clients.

Nationwide Coverage: With strategic locations and a robust fleet, we offer unparalleled coverage and rapid response times, ensuring timely delivery and service.

Veteran-Led Expertise: Our leadership team, comprised of veterans, brings a wealth of experience and dedication to every project we undertake.

Commitment to Excellence: We adhere to the highest standards of quality control and service delivery, ensuring that every client receives nothing but the best.

Services Offered:

Equipment Procurement: We specialize in sourcing a wide range of equipment, from technology to machinery, tailored to meet the specific needs of government agencies.

Logistics and Delivery: Leveraging our extensive fleet and logistics expertise, we provide efficient and reliable delivery services to ensure timely fulfillment of orders.

Consulting and Support: Our team of experts offers comprehensive consulting services, guiding clients through the procurement process and providing ongoing support to ensure optimal performance of acquired assets.

Contract Specific Company Data

With multiple container manufacturing plants across the country and a robust logistics network, we offer a comprehensive selection of dumpsters for sale, catering to the needs of government agencies nationwide and beyond.

Key Strengths:

Leading Partners: As a licensed supplier of Wastequip and Toter products, we offer access to industry-leading containers known for their quality, durability, and innovation.

Extensive Inventory: Our inventory includes a wide range of dumpsters in various sizes, configurations, and materials, ensuring we have the perfect solution for every application and environment.

National Coverage: With manufacturing plants strategically located across the country and a robust logistics network, we provide prompt delivery of purchased containers to any location, ensuring timely fulfillment of orders.

Expertise and Support: Our team of experts is dedicated to providing knowledgeable guidance and support to government agencies throughout the purchasing process, from product selection to delivery and beyond.

Proven Track Record: Our decorated history of dumpster supply contracts separates us from other suppliers as we have proven to countless governmental agencies that we have the best pricing, lead times, and quality of units.



Compliance with Statement of Work (SOW)

Monmouth Solutions, Inc. affirms its full compliance with the specifications and requirements outlined in the Jasper County Invitation to Bid (IVTB #2025-4) for the provision of three (3) 25-yard open-top containers and one (1) 39-yard self-contained compactor. Below is a detailed breakdown of how our proposal meets or exceeds each element of the SOW:

1. Three (3) 25-Yard Open-Top Containers

- **Container Style & Design:** We are supplying bath tub-style roll-off containers, which are ANSI-compliant and meet dimensional standards for haulers. These containers feature a smooth, sloped design that supports easy unloading and prevents material accumulation in corners, fulfilling the County's requirement for functionality and durability.
- **Construction Specifications:**
 - **Sides:** Constructed from 10-gauge steel, equivalent to approximately 0.1345 inches thick—functionally comparable to the specified 3/16" requirement for side walls, while also providing stackability and enhanced transport efficiency.
 - **Floors:** Structurally reinforced and sloped to ensure proper drainage and material discharge, in line with industry standards for floor thickness and integrity.
 - **Rails & Side Bracing:** Containers include robust main rails and channel supports that ensure container stability and strength, aligned with the requested 3/16" x 2" x 6" rails and 4x5 channel bracing on 34" centers.
- **Ground Wheels:** Containers come equipped with 4" ground wheels, fully compliant with the SOW specifications.
- **Additional Benefits:**
 - Nestable design for economical transport and storage.
 - Weight per container: approximately 4,700 lbs, demonstrating structural integrity and high-quality materials.
 - Customizable hook configurations to accommodate various hauler needs.

2. One (1) 39-Yard Self-Contained Compactor

- **Model Provided:** SCC 36CY – a 36 cubic yard self-contained compactor, which aligns with the County's operational capacity expectations.
- **Features:**
 - Equipped with 10 HP, 3-phase, 220V, 60HZ power unit.
 - Full front and rear pickup capability.
 - Fully sealed design to prevent leakage and odors.
 - Includes pressure gauges and indicator lights, covering the requirement for 80% lights and pressure monitoring as per the SOW.
 - Integrated weather cover ensures all-weather usability.

3. Pricing & Delivery

- **Delivery & Shipping:** All delivery costs, including freight, are clearly included in our bid. Containers and the compactor will be shipped directly to the County's specified address at 358 3rd Avenue, Ridgeland, SC 29936. We confirm timely and professional delivery, in compliance with the bid submission timeline and project commencement needs.

4. Additional Bid Requirements

- Monmouth Solutions, Inc. will provide:
 - A valid W-9 form.
 - Certificate of Insurance
- We agree to keep our bid open and valid for thirty (30) days following the bid opening.
- Our proposal has been submitted in accordance with all formatting and submission requirements stated in the SOW.

DESCRIPTION	QUANTITY
Cable Style Lift	3
25yd. Bath Tub Style Dumpster Our tub-style roll-off containers are the best solution if a smooth-sided, stackable container is what you need. Its smooth sides allow it to nest for easier transporting and storage, as well as easier decaling and signage. American Made Dumpsters roll-off containers meet ANSI safety specifications and dimensional standards for haulers. Smooth, sloping side design Design allows for containers to be stacked for more economical shipping Smooth tapered sides provides easier unloading of certain types of materials,10 gauge body Sloped base prevents waste from collecting in corners of container Weight of container, 4700 pounds Allows for easier application of customer signage and decals Variety of hook configurations to meet hauler needs.	3
Self Contained Compactor 36CY SCC 36CY 36 Cubic Yard Self Contained Compactor - 10 HP Power unit - 3 Phase - 220 V - 60 HZ - Front and Rear Pickup - Full Seal	1



QUOTATION

Monmouth Solutions, Inc
CAGE: 9DMG0
UEI: E474YENAVPB7

93 Butman Road
Lowell, MA 01852

Voice: (978) 735-3855

Quoted To:
 County of Jasper

Customer ID	Good Thru	Payment Terms	Sales Rep
SC	07/09/2025	Net 30	a y s s

Quantity	Item	Description	Unit Price	Amount
3.00	25yd. Bath Tub Style Dumpster	- Provide and deliver	\$5,500.00	\$16,650.00
1.00	Self Contained Compactor 36CY SCC 36CY	- Provide and deliver	\$29,950.00	\$29,950.00
	Delivery Included	LEAD TIME (ESTIMATE): 30 days ARO		
			Subtotal	\$46,600.00
			Sales Tax	
			TOTAL	\$46,600.00

RJ-250SC

Self-Contained Compactor



*Great for waste
with high liquid
content*

Qwik Clean® Tank

*Full door seal with
P-Seal*

*CYNCON Life-
Xtender® Cyclic
Control System*

*Signature Series
Warranty*



RAMJET 
Stationary and self-contained compactors.



**Environmental
Solutions Group**

A DOVER COMPANY

Malls

Shopping Centers

Dairies

Large Restaurants

Cafeterias

In-Flight Kitchens

Large Supermarkets

Food Processors

Theme Parks/Resorts

*Hospitals/
Institutions*

Large Hotels/Motels

Use these products for weekly volumes of more than 100 cubic yards of uncompacted wet or dry/general waste materials. All models have a packer head permanently attached to the container.

RJ-250SC Compactor with 15 to 39 Cubic Yard Capacity Container

Why Marathon Is the Preferred Choice

Compare a Marathon RJ-250 with any other self-contained compactor on the market, and you'll quickly discover why Marathon is the preferred choice of discriminating buyers.

Components are selected for **longevity and minimum maintenance**, with special attention given to the selection of highly sensitive components. Stress engineering provides the optimum degree of structural integrity. Only the best materials are used and the highest standards of quality are observed in the manufacturing process. That's why you'll find Marathon compactors "packing trash" long after others have failed.

Our RJ-250 units are state-of-the-art in roll-off self-contained compactors, featuring **oversized feed openings and expanded container storage capacity**. They are designed to store and transport your waste, prevent contamination of public areas in accordance with public health department requirements, improve working conditions for your employees, and reduce disposal costs.

The RJ-250SC compactor **can be customized with a variety of loading arrangements** to suit your specific needs.



Images shown with optional equipment



RJ-250SC Features

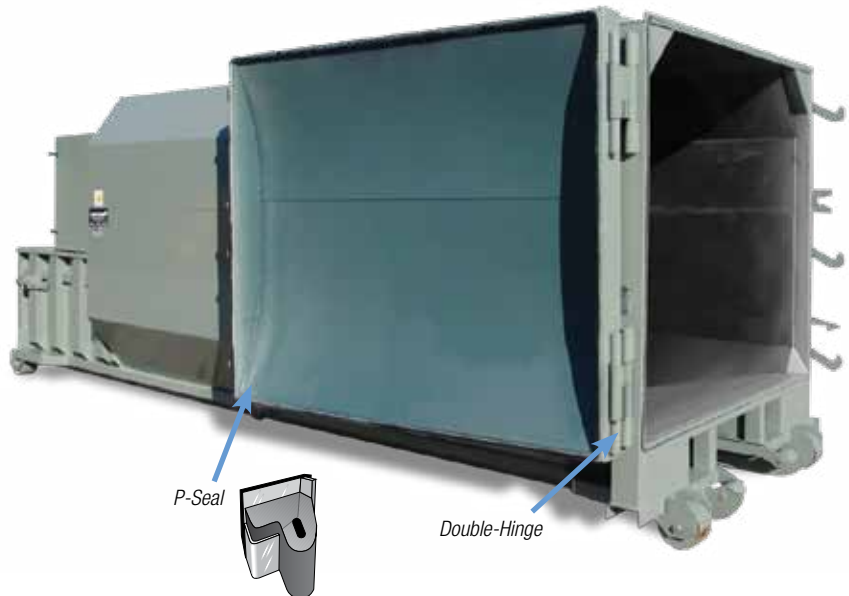
- ▼ Exclusive 41" x 58" (1041mm x 1473mm) feed opening to handle large, bulky items.
- ▼ Continuous feeding capability — even while the compactor is operating.
- ▼ Adaptable to special loading systems such as large-capacity hoppers, security chutes, or total enclosures.
- ▼ Odor and pest control via Marathon's Ozone Odor Control option.
- ▼ Easy loading from either ground or dock level.
- ▼ More than 24 tons (21,772 kg) of crushing force to reduce refuse to a fraction of its former size, **saving valuable space.**
- ▼ Fire hose connection provided on each unit.
- ▼ Factory testing to ensure leak-proof construction.
- ▼ UL® and CUL® Listed.
- ▼ Also available as **Green Built®**, featuring Solar or 5 hp high-efficiency power units and other environmentally friendly components.



RJ-250SC Series Compactors

RJ-250SC Features

- ✔ Great for high liquid waste
- ✔ Large 41" x 58" (1041mm x 1473mm) Feed Opening
- ✔ Full Door Seal with P-Seal
- ✔ Bubble Gate with Auto Relatch and Double-Hinge Door
- ✔ Qwik Clean® Tank
- ✔ Cycon Life-Xtender® Cyclic Control System
- ✔ Signature Series Warranty



Ram Guide System

The packing ram is supported by specially formulated cast iron shoes which ride on replaceable wear strips. This exclusive design protects the charge box floor from the full force of the packing ram, extending its life and dramatically reducing compaction-robbing friction.

P-Seal

The P-shaped **Door Seal** is specially designed for portable compaction containers to provide a superior watertight closure. The mounting is engineered for quick and easy installation when replacement is necessary, requiring no field fitting, cutting, or welding.

Double-Hinge with Bronze Bushing

Every RJ-250SC is tested for watertightness before leaving the factory. Liquid retention is ensured by the incredible **Double-Hinge**. It creates uniform seal compression while eliminating the seal "scrubbing" and damage so often encountered with competitive designs. The **Double-Hinge** also saves expensive driver and truck time because only one easy-to-operate ratchet makes it work.

Bubble Gate and Auto Relatch

The innovative "**Bubble Gate**" adds a full cubic yard to container capacity. Superior compaction ratios result from its special curved shape. These two unique benefits **reduce costs of disposal**.

The ultimate in latch systems, Marathon's "**Auto Relatch**" eliminates the need to hold the door while operating the latch ratchet. This design enables the operator to use both hands on the ratchet.



Images shown with optional equipment



Marathon's **Remote Power Pack**, separate from the compactor/container, remains free of damage caused during hauling to and from disposal sites and free of problems caused by landfill dust. No electrical connections to make or break — two simple-to-use, hydraulic



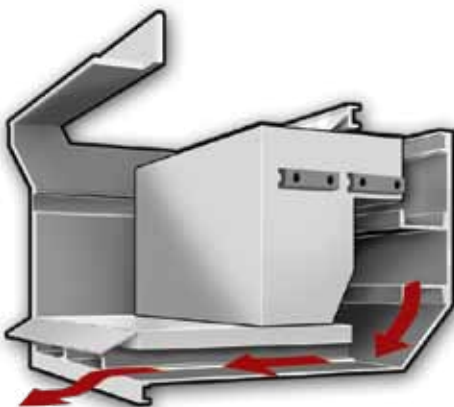
quick disconnects couple the power unit to the packing head. **Weather Cover** and the **UL® & CUL® listed Motor Control Panel** are standard equipment.

All Marathon Remote Power

Packs are built in-house to our quality standards and each unit must pass a series of stringent tests before it can be shipped with the selected compactor.



The optional doghouse offers a totally enclosed charge box with heavy-duty "T" handle latches.



The **Qwik Clean® Tank** feature, standard on all RJ-250SC compactors, funnels any liquid seepage which can occur during compaction into an enclosed area underneath the charge box floor. The liquid is automatically discharged at the disposal site, in effect flushing the container and the area behind the ram. The 12-inches (305mm) high, 750-gallon (2839 liters) capacity sump area is designed to provide easier hook access for roll-off drivers.

CYNCON Cyclic Control System



Standard on all RJ-250SC and RJ-250HT Compactors

- ✔ Reliable, solid state circuitry eliminates all pressure and limit switches
- ✔ CYNCON's no-shock cycle control extends cylinder and hose wear life
- ✔ Automatic "container full assurance system" — the ram dwells against the load at full pressure, resulting in better compaction
- ✔ Smoother running, quieter operation
- ✔ Advanced hydraulic design enables the system to operate at minimum pressure levels except when actually packing solid waste
- ✔ More accurate Advanced Warning or Container Full options
- ✔ Dramatically improved cold weather performance

RJ-250SC Series Compactors



Medical centers generally require a high degree of security and sanitation. The RJ-250SC provides both. Waste is safely stored out of reach of scavengers. Sanitary conditions are enhanced even further with the Marathon Ozone Odor Control System, which destroys odor-producing bacteria by molecular reaction. At this medical center installation, cardboard is the main material processed for the purpose of recycling, with a customized dock application and a 48-gallon cart dumper system installed.



This RJ-250SC is located at a hospital and features a dock-level tipper system. Bags of waste are put directly onto the tipper and dumped into the compactor. The self-contained compactor effectively solves spillage and leakage problems associated with conventional stationary compactors and containers.



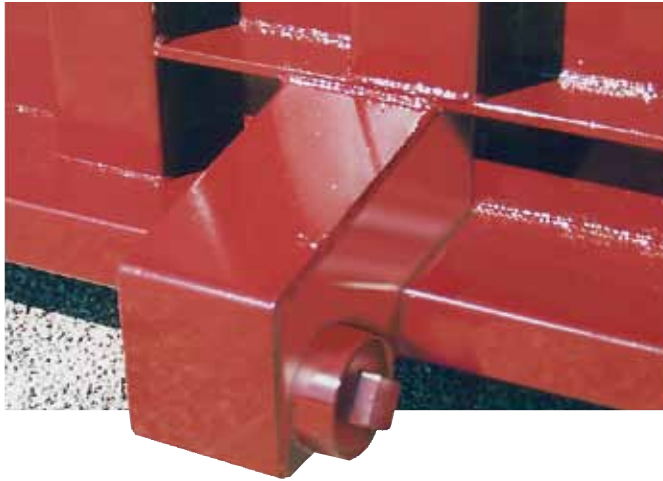
This bottling plant in Virginia has a Green Built solar-powered RJ-250SC self-contained compactor with a cart dumper system.



Equipped with an integral ground-level cart dumper system, this RJ-250SC is ideal for sprawling apartment complexes, shopping centers, parks, resorts, and other applications where a centralized disposal system is needed. "Trainable" carts can be located in convenient locations throughout the facility and periodically towed to the compactor.

The compactor ram automatically retracts when the cart is being lifted so that the full capacity of charge box is available for trash being dumped. Forks remain in "full dump" position for transit to and from the disposal site.

Images shown with optional equipment



The **StreamLine** option enables excess liquid to be drained from the container, reducing net payload weight and significantly reducing hauling costs. Liquid is routed to four interconnected 4" (101.6mm) drain outlets located at each corner of the StreamLine unit. Connection can be made to a hose, piping, or a pump.



The "Qwik Clean" door on the packer end makes cleaning out behind the ram in cylinder area a snap. The door has miniature hinges, a door seal, and a ratchet binder. Also, featured is Ramjet's rear feed doghouse door option.

Compactor Fundamentals

Selection Criteria

- ✔ **Recyclables** — Is there sufficient volume of recyclable materials to warrant more than one compaction system or is recycling mandatory?
- ✔ **Size of Waste** — Is the Feed (Clear Top) Opening large enough to accommodate the largest items without bridging?
- ✔ **Safety Standards** — Does the installation comply with recommended ANSI standards? Is there an access interlock switch on chute or hopper doors and gates? Is a "momentary contact" control required?
- ✔ **Power Source** — Is adequate power available? Three or single phase?
- ✔ **Convenience** — Is the compactor located for easiest use? Loading height? Can a hopper, doghouse, (charge box enclosure) or cart dumping system improve convenience? Can value be added (building or employee security) by loading through the wall? Would an Ozone Odor Control System solve odor or pest control problems?
- ✔ **Volume of Waste Generated** — Will the compactor be adequate to handle the volume generated during the peak load periods?
- ✔ **Location** — Does, or can, the waste flow to one central point?
- ✔ **Available Space** — Is there space for the Compaction System and maneuvering room for collection trucks? Is there adequate overhead clearance? Is the collection truck front-load or rear-load? Is there compatibility with the collection truck?

RJ-250SC and RJ-250HT Self-Contained Compactors

Dimensions and Specifications

Specifications		
Charge Box Capacity		
[Mfr. Rating]	1.7 cu yd	1.30 m³
[WASTEC Rating]	1.31 cu yd	1.00 m³
Clear Top Opening	41"L x 58"W	1041mm x 1473mm
Performance Characteristics:		
Cycle Time	33 sec.	33 sec.
Total Normal Force	39,900 lbs.	177 kN
Total Maximum Force	49,500 lbs.	220 kN
Normal Ram Face Pressure	27.1 psi	189 kPa
Maximum Ram Face Pressure	33.7 psi	235 kPa
Ram Penetration	6"	152mm
Electrical Equipment:		
Electric Motor 3/60/230-460	10 hp	7.5kW
Electric Control Voltage	120 VAC	120VAC
Panel Box Assembly		
UL® and CUL® Listed	Key Operated	120 VAC
All Circuits Fused	2-Push Button Station Start/Stop	
Hydraulic Equipment:		
Hydraulic Pump	10 gpm	38 L/min
Normal Pressure	1850 psi	128 bar
Maximum Pressure	2300 psi	159 bar
Hydraulic Cylinders (2) - Bore	4"	102mm
- Rod	2 1/2"	64mm



Also available as Green Built®, featuring Solar and other environmentally friendly components.

Marathon's solar option is not UL and CUL Listed.



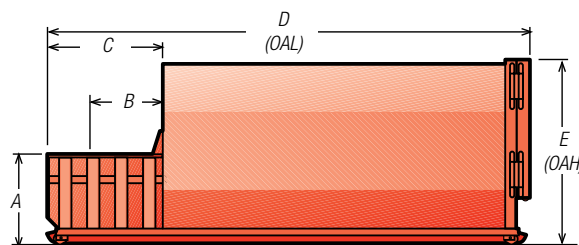
RJ-250SC	A	B	C	D**	E	WT.
15 cu yds	4'0" 1219mm	3'7 1/4" 1099mm	5'7" 1702mm	14'3" 4343mm	7'5" 2261mm	8,860 lbs. 4019 kg
20 cu yds	4'0" 1219mm	3'7 1/4" 1099mm	5'7" 1702mm	17'4" 5283mm	7'5" 2261mm	9,520 lbs. 4318 kg
25 cu yds	4'0" 1219mm	3'7 1/4" 1099mm	5'7" 1702mm	17'10" 5436mm	8'8" 2642mm	10,030 lbs. 4550 kg
30 cu yds	4'0" 1219mm	3'7 1/4" 1099mm	5'7" 1702mm	20'5" 6223mm	8'8" 2642mm	10,620 lbs. 4818 kg
34 cu yds	4'0" 1219mm	3'7 1/4" 1099mm	5'7" 1702mm	22'5" 6833mm	8'8" 2642mm	11,130 lbs. 5049 kg
39 cu yds	4'0" 1219mm	3'7 1/4" 1099mm	5'7" 1702mm	24'11 1/2" 7607mm	8'8" 2642mm	11,790 lbs. 5348 kg
RJ-250HT	A	B	C	D**	E	WT.
25 cu yds	4'1" 1245mm	3'7 1/4" 1099mm	5'7" 1702mm	20'9 1/2" 6337mm	8'6" 2591mm	11,104 lbs. 4173 kg
29 cu yds	4'1" 1245mm	3'7 1/4" 1099mm	5'7" 1702mm	23'1" 7036mm	8'6" 2591mm	11,604 lbs. 5264 kg

* Overall height with hydraulic tailgate raised: 16'6". Hoist should be equipped with selector valve (1500 psi minimum) in order to control hydraulic tailgate.

** Other lengths available. Call factory for details.

Signature Series Warranty

Featuring 3 Years Structure, 2 Years Components, 6 Months Labor



Dimensions not shown: 8'4 1/4" (2543mm) Overall Width
Ground Roller Widths: 61 1/8" (1569mm) Inside Rollers
67 3/8" (1712mm) Roller Centers
72 1/4" (1851mm) Outside Rollers

Compactor Rental and Leasing Programs Available

For detailed specifications, recommendations, or free economic studies comparing various systems, contact Marathon Customer Care at

1-800-633-8974.

Authorized Dealer:



Marathon Equipment Company
P.O. Box 1798
Vernon, AL 35592-1798
800.633.8974
www.marathonequipment.com
NJPA Contract #060612-ESG



Pictures in this literature are illustrative only. Specifications are subject to change without notice in order to accommodate improvements to the equipment. Complies with ANSI standard Z245.2, applicable OSHA Regulations, and certified under WASTEC's Stationary Compactor Certification Program. Products must be used with safe practice and in accordance with said regulations and standards.

Jasper County, SC

Wastequip Bid Response



(Corporate Headquarters)
6525 Carnegie Blvd., Suite 300
Charlotte, NC 28211
877.468.9278
www.wastequip.com

(Bid Location)
841 Meacham Road
Statesville, NC 28677
980.987-7602 Ext. 9641
Vicky Connelly-Turman
Bids/Contracts Supervisor – Steel Division
vconnelly@wastequip.com

Bid No.: IVTB #2025-4

Bid Title: three (3) 25 Yard Open-Top Containers and One (1) 39 Yard Self-Contained Compactor

Bid Due: April 9, 2025

Bid Opening Time: 2:00PM

ORIGINAL

WASTEQUIP®

Corporate Profile

Founded in 1989, Wastequip was created to consolidate the fragmented and regionalized waste equipment manufacturing sector.

The vision was simple: to provide the rapidly growing base of large national haulers a one-stop shop for their most significant needs including standardized equipment, highly durable products, inventory availability, faster delivery and outstanding customer service needed to continue their growth.

To achieve this goal, Wastequip acquired the top companies and best brands, developing an expansive footprint of manufacturing and service facilities throughout North America.

Today headquartered in Charlotte, NC, Wastequip is the leading North American manufacturer of waste handling and recycling equipment. With over 2,300 employees and over 50 facilities, Wastequip has built a reputation for manufacturing expertise and product innovation. With the broadest portfolio of products on the market today, Wastequip is composed of the most well-respected brands in the waste management industry including:

- **Wastequip** brand compactors, balers, steel containers and environmental containers
- **Toter** brand plastic carts and containers
- **Galbreath** brand hoists, container handlers and trailers
- Tarping systems, sold through our **Mountain Tarp** and **Pioneer** brands
- Refuse trucks manufactured by **Amrep**
- Technology solutions for project, asset management, and service via **wasteware**
- OEM and aftermarket parts sold through **Wastebuilt**
- **ConFab** steel, grease, and material handling containers
- Service, maintenance, and components as provided by **WastequipWRX**
- Waste management services provided by **ContainerPros**

Wastequip's North American footprint allows us to serve customers on a local level and creates economies of scale not possible with smaller manufacturers.

Wastequip maintains strong partnerships with large national haulers, as well as many of the smaller regional and local players and our products are currently in use in thousands of municipalities across the country.





Points of Contact

Bids/Contracts Team - Documents Remit

Vicky Connelly-Turman, Bids/Contracts Supervisor - Steel
841 Meacham Road, Statesville, NC 28677
(980) 987-7602 ext. 9641
vconnelly@wastequip.com

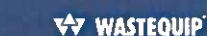
Beth Dean, Bids/Contracts Specialist - Steel
841 Meacham Road, Statesville, NC 28677
(980) 987-7602 ext. 9203
bdean@wastequip.com

P.O. Remit

Vicky Connelly-Turman, Bids/Contracts Supervisor - Steel
841 Meacham Road, Statesville, NC 28677
(980) 987-7602 ext. 9641
vconnelly@wastequip.com
OR
bids@wastequip.com

Invoice Remit

Wastequip Manufacturing Company LLC
PO Box 603008
Charlotte, NC 28260-3008
(704) 366-7140
credit@wastequip.com

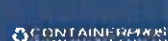
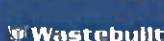


Toter

CONFAB



Galbreath





**NOTICE TO BIDDERS
JASPER COUNTY
INVITATION TO BID (IVTB #2025-4)
THREE (3) 25 YARD OPEN-TOP CONTAINERS AND
ONE 39 YEAR SELF-CONTAINED COMPACTOR**

Notice is hereby given that sealed bids will be received for three (3) 25 Yard Open-Top Containers and One (1) 39 Yard Self-Contained Compactor, by Jasper County, South Carolina, until 2:00 p.m., Wednesday, April 9, 2025, at which time all bids received will be opened. Bids may be submitted electronically through the County's Vendor Registry webpage or may be received by the Director of Administrative Services Division (Director) at the Clementa C. Pinckney Government Building, 358 3rd Avenue, Post Office Box 1149, Ridgeland, South Carolina 29936 prior to the time bids are to be opened. Hardcopy bids delivered within the 30-minute period immediately preceding bid opening (as described above) must be hand-delivered to the Director's Office in the Clementa C. Pinckney Government Building. Hardcopy bids should be delivered to the following address:

Kimberly Burgess, Director of Administrative Services Division
Jasper County
Clementa C. Pinckney Government Building
358 3rd Avenue, Suite 304
P.O. Box 1149
Ridgeland, SC 29936

A link to the County's Vendor Registry webpage may be found under "Services", "Bids & Solicitations", on the County's website at www.jaspercountysc.gov. All bids delivered should clearly indicate IVTB #2025-4 on the exterior of the envelope. Any bids submitted or delivered after the above stated date and time will not be accepted under any circumstances.

Bid opening will take place in the Jasper County Council Chambers at the address below:

**Clementa C. Pinckney Government Building
358 3rd Avenue
Ridgeland, South Carolina 29936**

Bidders should direct any questions to Dallas Lassiter at (843) 726-7740 or dlassiter@jaspercountysc.gov.

Description of Work:

Jasper County is seeking bids for three (3) 25-yard open-top containers. Containers should be made of 3/16" thick metal on sides and 1/4" thick on floors, with 3/16" x 2" x 6" main rails, 4" ground wheels and 4 x 5 channel on 34-inch centers for side braces. The 39-yard self-contained compactor should contain weather covers, 80% lights and pressure gauges. All bids should include delivery fees, South Carolina sales tax and Jasper County sales tax.

Bid Requirements:

Bids should be placed on company letterhead or on a document which provides Bidder name, address, phone number and other pertinent contact information. The successful Bidder will be required to furnish a W-9 and if the vendor performs any work on County property, a certificate of insurance with evidence of liability and workers compensation coverage, and a Jasper County business license, if required.

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening. The County of Jasper (Owner) reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. The Owner also reserves the right to waive all informalities not involving price, time, or changes in the work and to negotiate contract terms with the successful bidder.



395 South Main Street, Eagleville, TN, 37060
PHONE: 800-643-8713 FAX: 615-274-2636
WQ-10342601

Sell To:

Contact Name Dallas Lassiter
Bill To Name Jasper County
Bill To 358 3rd Ave
Ridgeland, SC 29936
USA
Email dlassiter@jaspercountysc.gov
Phone (843) 726-7740

Ship To Name Jasper County
Ship To 358 3rd Ave
Ridgeland, SC 29936
USA
Quick Ship

Quote Information

Salesperson Tim Pickel
Salesperson Email tpickel@wastequip.com
Expiration Date 5/3/2025
Quote Number WQ-10342601
Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
Special ROC - TN (See Details for Product Information)	Special ROC - TN (See Details for Product Information)	25 Cubic Yard Extra Heavy Duty Rectangle ROC 22' Long - Floor: 1/4" with 3" structural channels on 18" centers and 6"x 2"x 1/4" Structural Tubing Main Rails, Walls: 7 gauge with 4" x 3" x 3/16" Top Rails and vertical posts on 24" centers, Primed and Painted any Standard Color	Color: TBD	3.00	\$6,805.00	\$20,415.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$20,415.00
Shipping Terms	FOB Origin	Shipping	\$2,620.88
		Tax	\$1,633.20
		Grand Total	\$24,669.08

Special Instructions

Special Instructions Pricing:

Due to the volatility in the current steel market, WASTEQUIP PRICING WILL BE HELD FOR 30 DAYS AFTER BID OPENING.

ALL prices are exclusive of any applicable fuel surcharges, customs, taxes (such as present or future sales, excise, use, ad valorem), fees, or any export or import duties or tariffs (collectively "Taxes"), unless otherwise noted. If any new Taxes are imposed or existing Taxes are changed or repealed after the submission of this bid, the applicable Taxes shall be adjusted to reflect these changes, and if awarded, will be included on our Invoices.

Pricing listed is based on orders placed for the specified quantities of product listed in bid documents. Orders placed for other than these stated quantities may be subject to additional freight charges.

Delivery:

Wastequip will deliver containers between 6-7 weeks from Wastequip's receipt in writing of Purchase Order, Order Confirmation, and Markings Approvals from the Entity, and if credit has been established; however, the delivery time frame may be subject to shorter or longer lead times due to extraordinary demand or outside circumstances including our compliance with applicable CDC/local agency guidance and mandates, executive orders, and federal, state and local laws. We trust that delays due to the above reasons will not incur liquidated damages.

Delivery will be made to one location unless acknowledged otherwise. Customer to off load at time of delivery. Containers will be delivered on a flatbed tractor trailer. Customer will need to provide equipment and operator to offload containers from trailer.



395 South Main Street, Eagleville, TN, 37060

PHONE: 800-643-8713 FAX: 615-274-2636

WQ-10342601

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume. Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



1031 Hickstown Road, Erial, NJ, 08081
PHONE: 800-220-2228 FAX: 856-346-9118
WQ-10340403

Sell To:

Contact Name Dallas Lassiter
Bill To Name Jasper County
Bill To 358 3rd Ave
Ridgeland, SC 29936
USA
Email dlassiter@jaspercountysc.gov
Phone (843) 726-7740

Ship To Name Jasper County
Ship To 358 3rd Ave
Ridgeland, SC 29936
USA
Quick Ship

Quote Information

Salesperson Tim Pickel
Salesperson Email tpickel@wastequip.com
Expiration Date 4/18/2025
Quote Number WQ-10340403
Please Reference Quote Number on all
Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
Compactor - 265XP-38-F	Self-Contained Precision Series 265XP Model includes a 10HP Tri-volt T.E.F.C. motor, UL/CUL Listed, 6' remote power unit with weather cover, NEMA 4 Rated Control Panel, Controls in Panel Face, Precision guided ram, Full Gasketed Door, A.N.S.I Z.245.2 Compliant, WASTEC rated and 5 year structural warranty.	Color: TBD-Standard Color Voltage: TBD-3PH	1.00	\$27,257.00	\$27,257.00
Compaction - CO102	80% full - Advance warning light		1.00	\$470.00	\$470.00
Compaction - CO116	Pressure gauge - color coded and numeric - on power unit		1.00	\$220.00	\$220.00
Compaction - CO112	Hold To Run Button		1.00	\$164.00	\$164.00
Compaction - VAF-SC-1	Guardian Control System		1.00	\$0.00	\$0.00
Compaction - VAF-SC-2	(AMS) Automatic Maintenance Scheduler		1.00	\$0.00	\$0.00
Compaction - VAF-SC-3	100% Full Light		1.00	\$0.00	\$0.00
Compaction - VAF-SC-4	Multicycle Timer - factory set for 2 cycles		1.00	\$0.00	\$0.00
Compaction - VAF-SC-5	Low Temperature Oil		1.00	\$0.00	\$0.00
Compaction - VAF-SC-6	Warranty: 5 Years Structural, 2 Years Parts and 1 Year Labor		1.00	\$0.00	\$0.00
Surcharge			1.00	\$0.00	\$0.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$28,111.00
Shipping Terms	FOB Origin	Shipping	\$1,961.00
		Tax	\$2,248.88
		Grand Total	\$32,320.88

Additional Information



1031 Hickstown Road, Erial, NJ, 08081

PHONE: 800-220-2228 FAX: 856-346-9118

WQ-10340403

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



Exceptions/Clarifications/Notes to Pricing for: Jasper County, SC

Bid Name and/or Number: IVTB #2025-4

Bid Date: 4/9/2025

Roll-Off Container

Side Braces – **Wastequip Offers: Formed Channel, 3" X 4.25" on 24" Centers**

Ground Wheels – **Wastequip Offers: 8" nom dia X 8" wide**

Wastequip meets or exceeds all other listed product specifications.

All products meet ANSI Accredited Standards that address safety, performance, and design compatibility requirements as well as compatibility dimensions for manufacturers so that containers can be safely used with refuse vehicles, and operational safety requirements.

All products are Manufactured by Wastequip and are New.

Pricing:

Due to the volatility in the current steel market, WASTEQUIP PRICING WILL BE HELD FOR 30 DAYS AFTER BID OPENING.

All prices are exclusive of any applicable fuel surcharges, customs, taxes (such as present or future sales, excise, use, ad valorem), fees, or any export or import duties or tariffs (collectively "Taxes"), unless otherwise noted. If any new Taxes are imposed or existing Taxes are changed or repealed after the submission of this bid, the applicable Taxes shall be adjusted to reflect these changes, and if awarded, will be included on our Invoices.

Pricing listed is based on orders placed for the specified quantities of product listed in bid documents. Orders placed for other than these stated quantities may be subject to additional freight charges.

Delivery:

Wastequip will deliver containers between 6-7 weeks from Wastequip's receipt in writing of Purchase Order, Order Confirmation, and Markings Approvals from the Entity, and if credit has been established; however, the delivery time frame may be subject to shorter or longer lead times due to extraordinary demand or outside circumstances including our compliance with applicable CDC/local agency guidance and mandates, executive orders, and federal, state and local laws. We trust that delays due to the above reasons will not incur liquidated damages.



Delivery will be made to one location unless acknowledged otherwise. Customer to off load at time of delivery. Containers will be delivered on a flatbed tractor trailer. Customer will need to provide equipment and operator to offload containers from trailer.



ROLL-OFF CONTAINERS

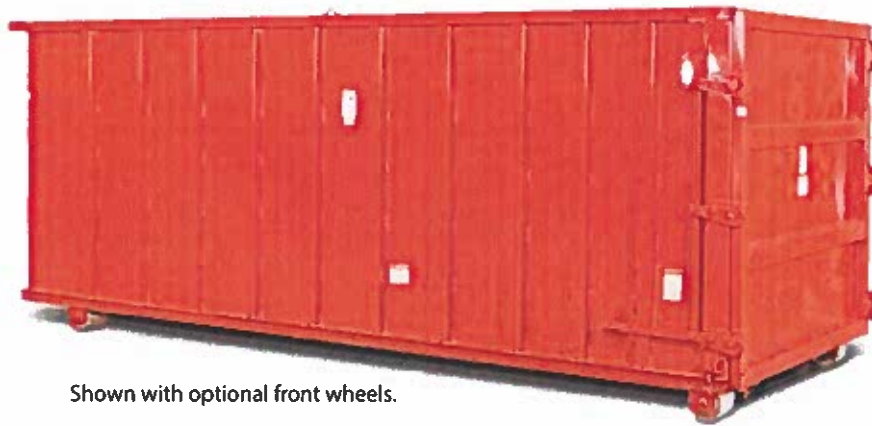


Shown with optional front wheels.

Rectangular-Style Roll-Offs

Wastequip rectangular open-top roll-off containers are built to withstand the most demanding waste and scrap collection applications. Rectangular roll-off containers meet ANSI safety specifications and dimensional standards for haulers.

Sizes: 20, 30, or 40-cubic yards (other models available)



Shown with optional front wheels.

Features

- Heavy-duty, greasable, fully-welded wheel assemblies
- Greasable rail rollers
- 7 gauge rail gussets welded to floor and cross members
- Front sheet bent 90 degrees to allow for overlap on side wall, adding extra strength to seam
- V-notched weep hole at the bottom of each side post allows for drainage of liquid and inhibits rust
- Rugged tarp hooks and available tarping systems from Pioneer or Mountain Tarp protect the load
- Rust-inhibiting primer inside and outside
- Painted in one of several standard colors using high-quality, low-VOC enamel

Applications

Construction and remodeling, landscaping, industrial, or residential clean-up. Extra heavy-duty models available for construction, demolition, and scrap metal applications.



10 gauge front-to-side wall corner wraps provide added strength.



Optional ratchet-style rear door closing device secures the container.

SPECIFICATIONS

	STANDARD	HEAVY-DUTY (HD)	EXTRA-HEAVY DUTY (XHD)
Floor Plate	7 gauge	1/4"	1/4"
Sides	12 gauge	12 gauge	7 gauge
Cross Members	3" channels on 18" centers	3" channels on 18" centers	3" channels on 18" centers
Hook / Hook Plate	1-1/4" hook with 1" hook plate	1-1/4" hook with 1" hook plate	1-1/4" hook with 1" hook plate
Wheels	Two 8" x 8" greasable wheels*	Two 8" x 8" greasable wheels*	Two 8" x 8" greasable wheels*
Rails	6" x 2" x 3/16" rectangular tube main rails	6" x 2" x 1/4" rectangular tube main rails	6" x 2" x 1/4" rectangular tube main rails
Rail Roller	4" x 4-1/2"	4" x 4-1/2"	4" x 4-1/2"
Latches	Standard slam latch with heavy-duty handle allows for easy door closure by a single operator	Standard slam latch with heavy-duty handle allows for easy door closure by a single operator	Standard slam latch with heavy-duty handle allows for easy door closure by a single operator
Hinges	Heavy-duty greasable hinges with 1/2" plate and 1-3/4" O.D. x 1-1/8" I.D. round tube for 1-1/16" pin	Heavy-duty greasable hinges with 1/2" plate and 1-3/4" O.D. x 1-1/8" I.D. round tube for 1-1/16" pin	Heavy-duty greasable hinges with 1/2" plate and 1-3/4" O.D. x 1-1/8" I.D. round tube for 1-1/16" pin

Tub-Style Roll-Offs

Wastequip's tub-style roll-off containers are the best solution if a smooth-sided, stackable container is what you need. Its smooth sides allow it to nest for easier transporting and storage, as well as easier decaling and signage. Wastequip roll-off containers meet ANSI safety specifications and dimensional standards for haulers.

Sizes: 20, 30, or 40-cubic yards (other models available)



Applications

Construction and remodeling, landscaping, industrial, or residential clean-up. Extra heavy-duty models available for construction, demolition, and scrap metal applications.



"Step up" design allows you to step onto container to look inside. Minimizes likelihood of slips and falls as compared to ladders.

Features

- Heavy-duty, greasable, fully-welded wheel assembly
- Greasable rail rollers
- 7 gauge rail gussets welded to floor and cross members
- Nestable design saves on shipping and storage costs
- Rugged tarp hooks and available tarping systems from Mountain Tarp protect the load
- Rust-inhibiting primer inside and outside
- Painted in one of several standard colors using high-quality, low-VOC enamel

SPECIFICATIONS

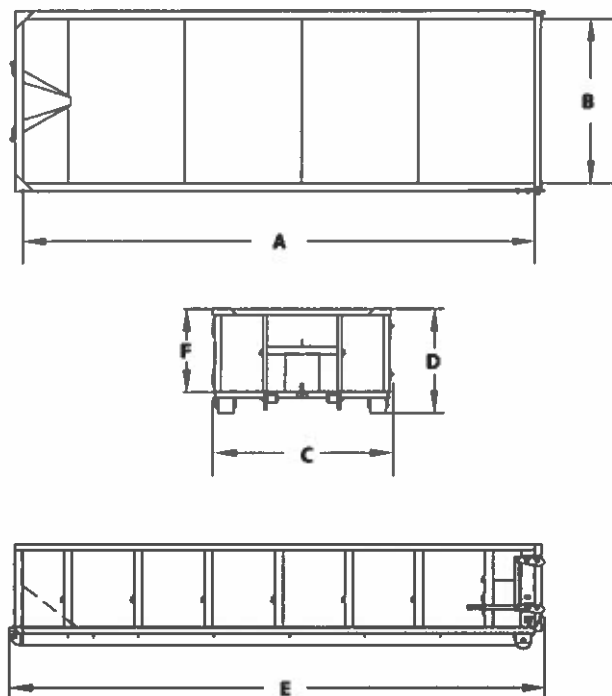
	Standard	Heavy-Duty (HD)
Floor Plate	7 gauge	1/4"
Sides	10 gauge	7 gauge
Cross Members	3" channels on 18" centers	3" channels on 18" centers
Hook / Hook Plate	1-1/4" hook with 1" plate	1-1/4" hook with 1" plate
Wheels	Two 8" x 8" greasable wheels*	Two 8" x 8" greasable wheels*
Rails	6" x 2" x 3/16" rectangular tube main rails	6" x 2" x 3/16" rectangular tube main rails
Rail Roller	4" x 4-1/2"	4" x 4-1/2"
Latches	Standard slam latch with 3/8 x 2" heavy-duty handle allows for easy door closure by a single operator	Standard slam latch with 3/8 x 2" heavy-duty handle allows for easy door closure by a single operator
Hinges	Heavy-duty greasable hinges with 1/2" plate and 1-3/4" O.D. x 1-1/8" I.D. round tube for 1-1/16" pin	Heavy-duty greasable hinges with 1/2" plate and 1-3/4" O.D. x 1-1/8" I.D. round tube for 1-1/16" pin

* Options of 4 wheels

NOTE: Additional understructures and size configurations available.

ROLL OFF CONTAINERS

RECTANGULAR-STYLE ROLL-OFFS

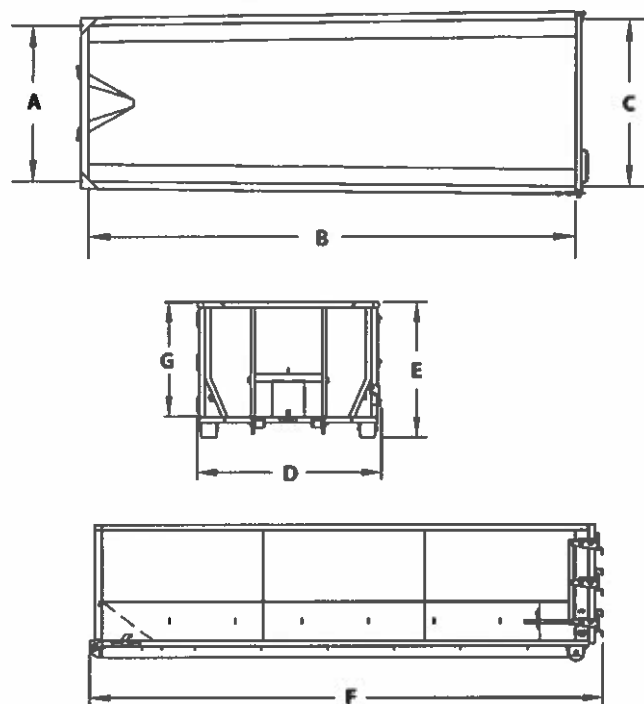


RECTANGULAR-STYLE SPECIFICATIONS*

	20-YARD	30-YARD	40-YARD
48 ft. trailer flat/drop	4/5	4/5	4/4
53 ft. trailer flat/drop	4/5	4/5	4/4
Weight	4,320 lbs.	4,897 lbs.	5,493 lbs.
A	263"	263"	263"
B	84"	84"	84"
C	92-15/16"	92-15/16"	92-15/16"
D	53"	73"	95"
E	275-1/2"	275-1/2"	275-1/2"
F	42"	62"	84"

*Dimensions may vary by region.

TUB-STYLE ROLL-OFFS



TUB-STYLE SPECIFICATIONS*

	20-YARD	30-YARD	40-YARD
48 ft. trailer flat/drop	4/8	4/7	4/4
53 ft. trailer flat/drop	4/9	4/8	4/5
Weight	3,945 lbs.	4,593 lbs.	5,265 lbs.
A	84"	84"	84"
B	262-7/8"	262-7/8"	262-7/8"
C	90"	90"	90"
D	99-11/16"	99-11/16"	99-11/16"
E	53"	73"	95"
F	275-5/8"	278"	278"
G	42"	62"	84"



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WFL 01/16/16, 2016

265XP PRECISION SERIES

SELF-CONTAINED COMPACTOR



Introducing the first ever Precision Series self-contained compactor that's designed and engineered for performance

GUARDIAN CONTROL SYSTEM

- » Automatic maintenance tracking
- » Superior 24 volt controls and NEMA 4 rated enclosure

LARGEST ACCESS OPENING FOR MAINTENANCE / SERVICE

- » Easy to inspect and access cylinders and hoses

PRECISION GUIDED RAM

- » Glides smoothly above floor on UHMW guides
- » Ram penetrates 7" into container to minimize spring-back

LONGEST STANDARD WARRANTY

- » 5-year structural warranty

Patent Number 9,358,745



IDEAL FOR:

Supermarkets



Malls



Hospitals



Restaurants



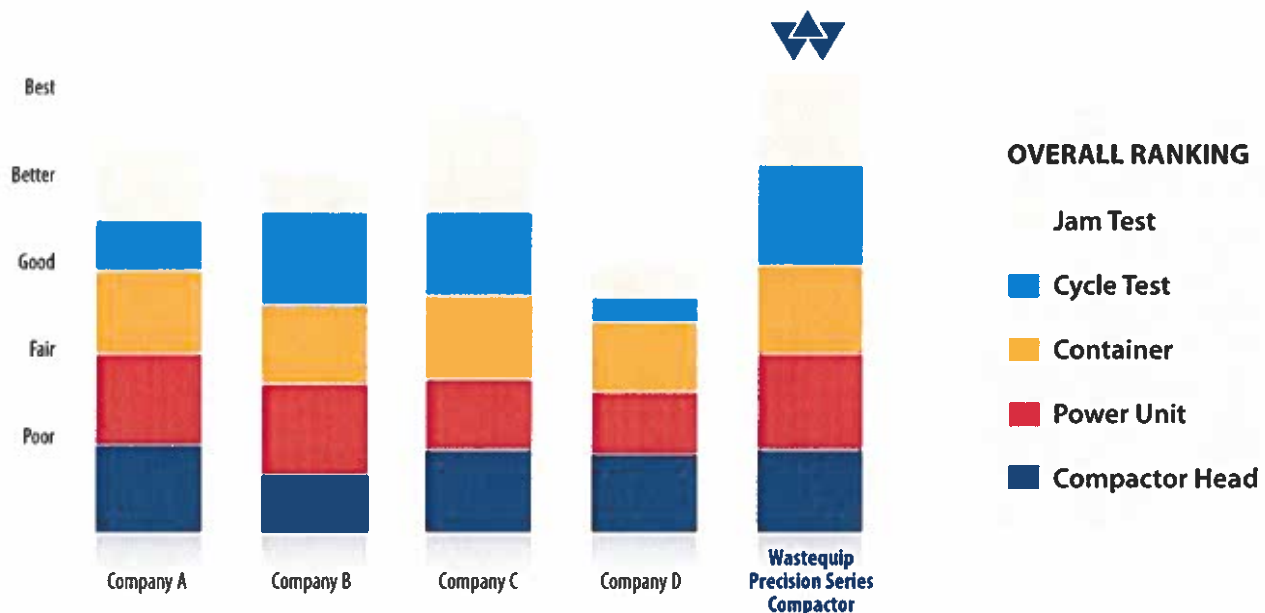
Office Buildings



Retail Establishments



BEST-IN-CLASS BENCHMARK TESTING



TESTING CRITERIA

COMPACTOR HEAD

Ram base, face, floor plate, ram travel, and sidewall

CONTAINER

Capacity, door sheet, side wall, door seal, hinge system and shipping height

CYCLE TEST

Operation, wear and reliability

POWER UNIT

Oil reservoir, pressure switch or transducer, directional valve, pump size and PLC

JAM TEST

Flex/twist, ram rack and damage

FEATURING OUR GUARDIAN CONTROL SYSTEM

Value-Added Standard Features	Wastequip Guardian Control System	Competitor A	Competitor B
Power unit runs any brand compactor	✓		
Automatically alerts when maintenance is due	✓		
NEMA 4 rated control panel	✓		
Low temperature oil	✓		
Push button controls	✓		✓
Pack-out override	✓		
Watch Dog timer	✓	✓	
24 volt controls	✓		✓
Programmable logic controller	✓	✓	✓
Multi cycle timer	✓	✓	✓
Fall light	✓	✓	



PRECISION GUIDED RAM

Breaker bar is engineered for increased strength and is designed for additional structural support.

Ram is suspended above chamber floor and glides on near frictionless UHMW guides.

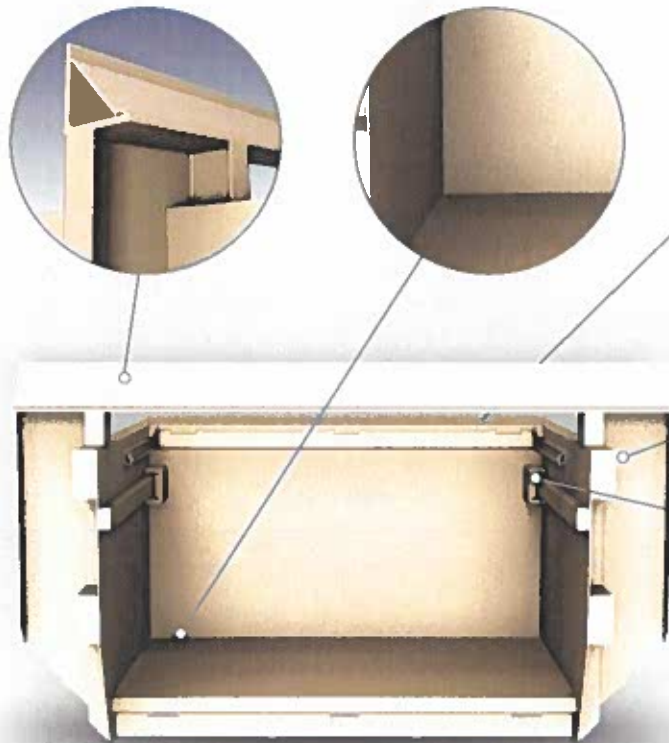
Large 40" X 60" clear top opening is WASTEC rated at 1.48 cubic yards



7" penetration into the container reduces spring-back of material into charge chamber

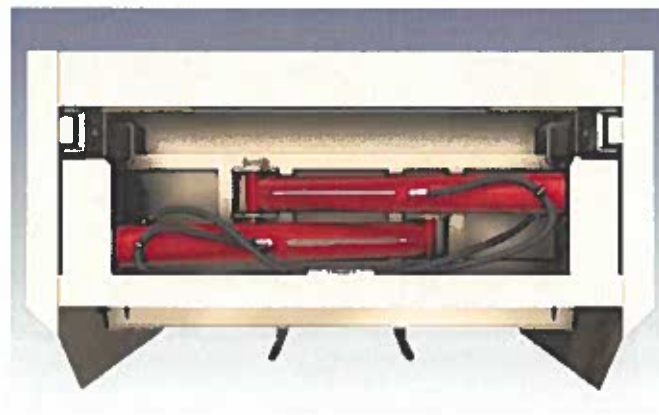


UHMW guides are long lasting and can be easily replaced



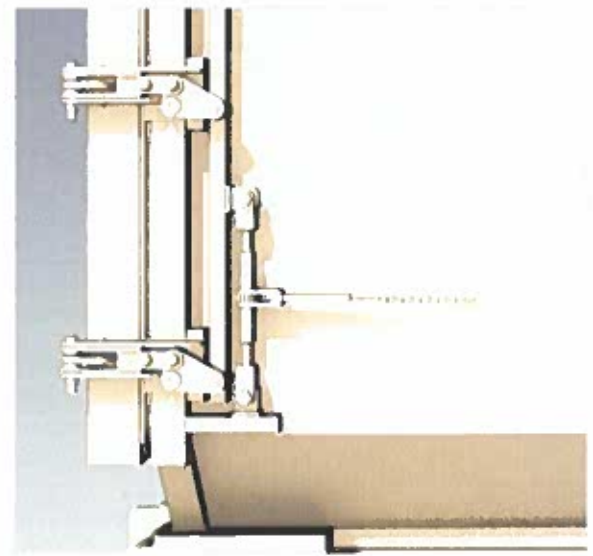
LARGEST MAINTENANCE ACCESS IN THE INDUSTRY

- ▶ Large 49" X 18" access opening
- ▶ Hydraulic hoses are easy to inspect /replace
- ▶ Clean out area designed to drain excessive liquid
- ▶ Up to 33% less time to change cylinders



ADJUSTABLE SLIDING HINGE

- ▶ Adjustable sliding hinge draws door in evenly
- ▶ Heavy-duty design and full door seal



SELF-CONTAINED COMPACTORS

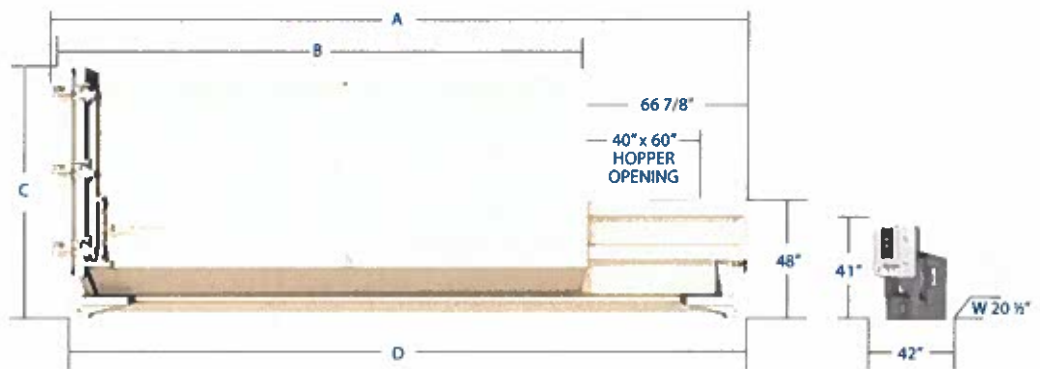
FEATURES

STANDARD

- Precision guided ram system
- Guardian Control System
- Automatic Maintenance Scheduler (AMS)
- NEMA 4 enclosure
- Controls in panel face
- 5-year structural warranty
- 33-second cycle time
- Full container light
- Low temperature oil
- Multi-cycle timer
- Operational and service manual
- Primed and painted in several colors

OPTIONS

- Advance warning light
- Pressure gauge - color coded
- Controls on remote pendant in lieu of mounting in panel face
- Guide rails with stops
- Oil heater
- Photo electric eye
- Odor control system
- Container lifter
- HT (Hinged Tailgate) models



Compactor Models	265XP model (cu. yds.)	Overall length (A) (in.)	Container length (B) (in.)	Overall height (C) (in.)	Floor length (D) (in.)*	Width (in.)	Weight (lbs.)
	20	188	121-1/8	100	187	102	8,500
	25	218	148-1/8		217		8,850
	30	248	178-1/8		246		9,450
	35	278	208-1/8		277		10,000
	38	299	229-1/8		298		10,500

* Bullnose to bullnose



Replacement parts available online at www.gotoparts.com

SPECIFICATIONS

Charge Box

- Wastequip rating - 2.00 cubic yards
- Wastec rating - 1.48 cubic yards
- Clear top opening - 40" Length x 60" Width

Ram

- 1/4" steel construction with engineered structural reinforcements and precision guided ram system

Compactor Head

- Floor - 3/8" with two 5" channel supports
- Sides - 3/16" side plates with 6" x 3" formed steel stiffener
- Top rail - 6" x 3" formed steel stiffener
- Breaker bar - 6" x 6" x 1/2" angle steel
- Sump - 12" height

Electrical

- Electric motor - 10 hp TEFC (Totally Enclosed Fan Cooled)
- Voltage - 208/230/460, 3 phase, 60 HZ (optional 575V)
- Power box - NEMA 4 rated, UL listed
- Automated cycle operation - turn key switch - ram extends, retracts and stops automatically

Hydraulic Specifications

- Pump - 11.7 gpm
- Ram penetration - 7"
- Cycle time - 33 seconds
- Hydraulic cylinder - (2), cylinder bore - 4"
- Cylinder rod - 2.5"
- Hydraulic oil tank - 20 gallon reservoir
- Power unit location - remote

Hydraulic Performance

Ram face pressure

- Normal - 39,800 lbs
- Maximum - 49,500 lbs

Ram psi

- Normal - 25.00 psi
- Maximum - 31.73 psi

Operating pressure

- Normal - 1,850 psi
- Maximum - 2,300 psi

Container

- 7 gauge floor with 3" channel crossmember
- 6" x 2" x 1/4" tube rails, 36-1/2" I.D. between rails
- Solid steel bullnose and hook at both ends
- 4" diameter rollers, 4-1/2" long
- Length, Width and Height - see chart above

NOTE: XPE models include 1/2" ram and compactor head floor, 1/4" container floor, 3/8" push plate, stainless steel cylinder pins, hydraulic hose guards and fully welded (inside/outside) container sidewalls

Standard Color Choices*



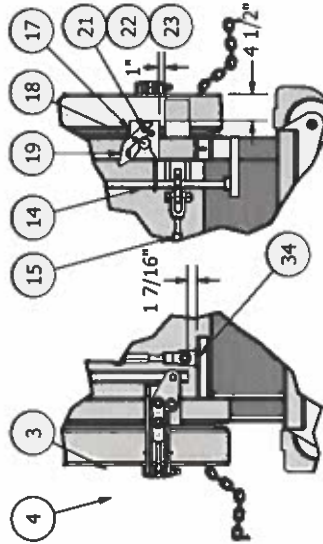
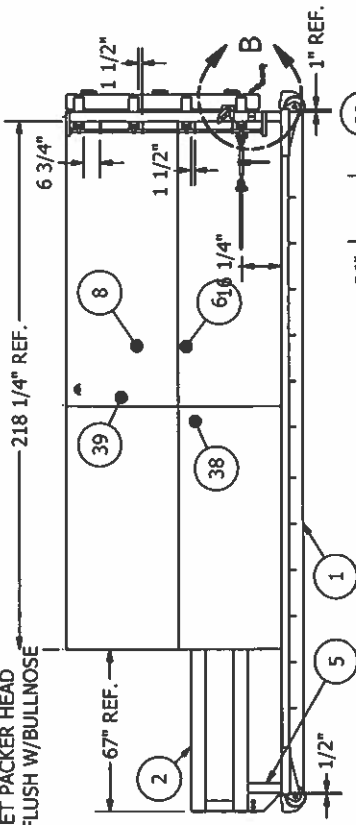
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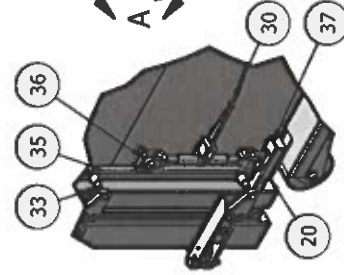
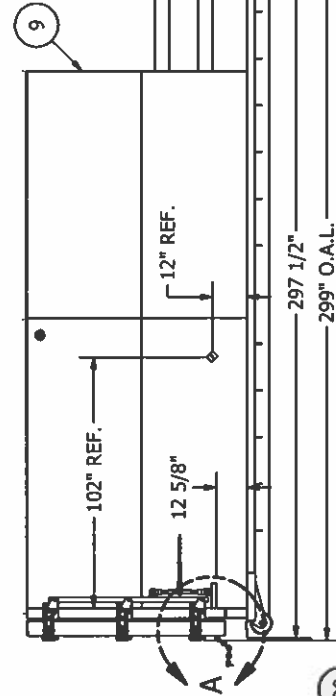
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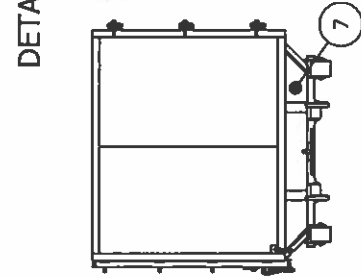
NOTE: SET PACKER HEAD
FLUSH W/BULLNOSE



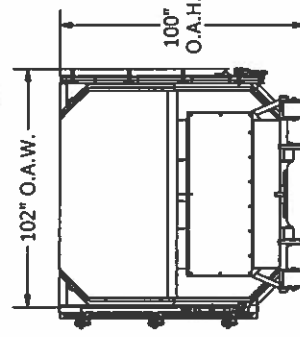
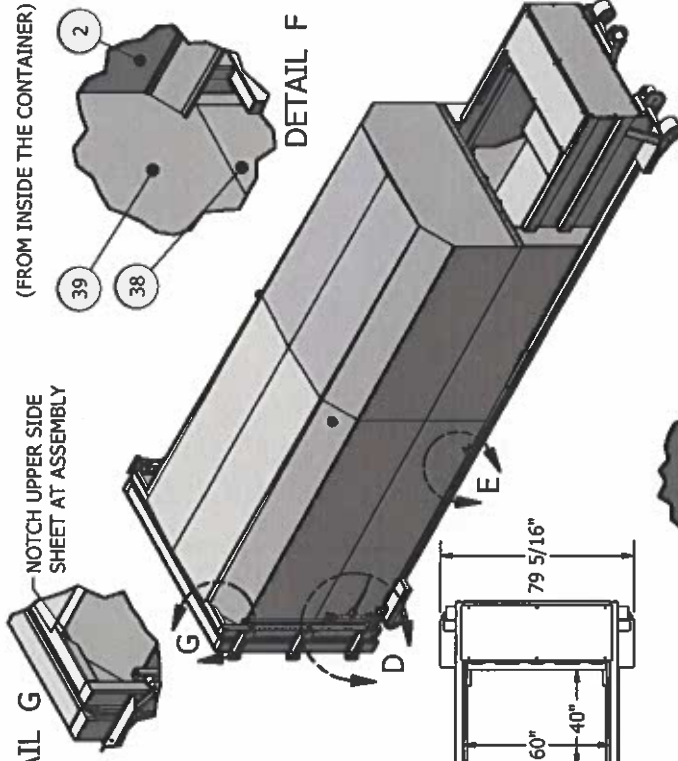
DETAIL B



DETAIL D

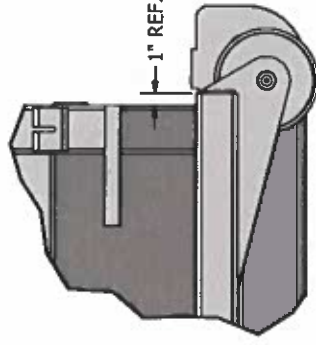
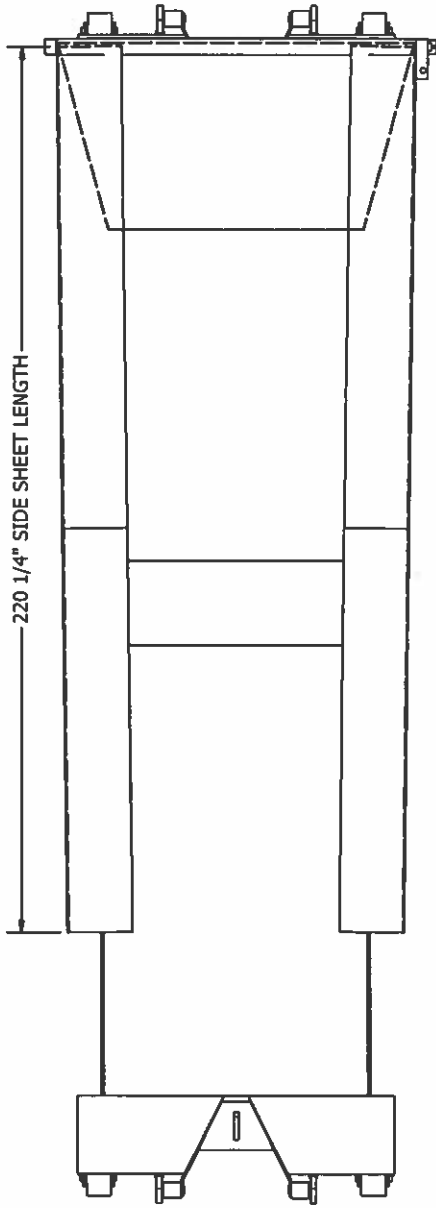


DETAIL F

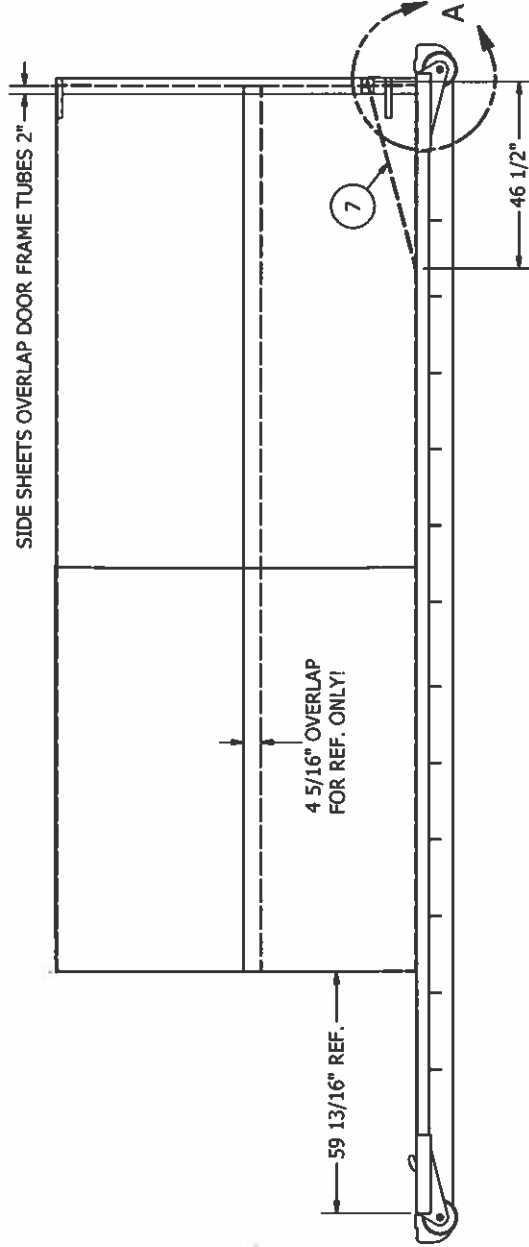


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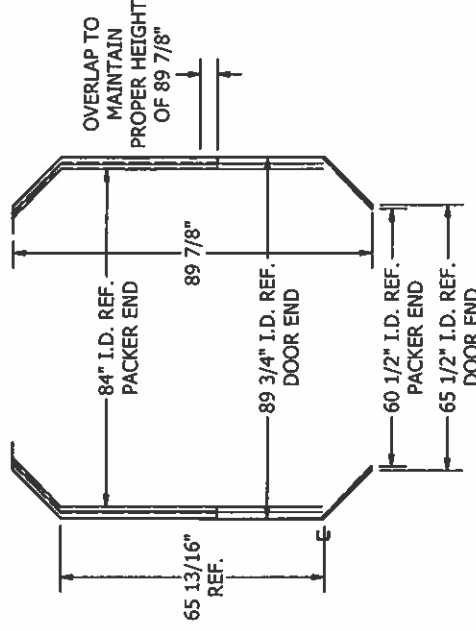
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Drawing Number:	243987	Revision:	A	Dwg Type:			
Job #:		Previous Part #:		Part #:			
Description:				AS 265XP-38 GENERAL WC			
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Fractional: ± 1/16"				Angular: ± 1°			
REF				Sheet No.			
				Location ID:			




DETAIL A



SIDE SHEETS OVERLAP DOOR FRAME TUBES 2"




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 WASTEQUIP		REF		DWG:		Drawn By:	GS	Date:	7/26/2021	Weight:	9819.28#	Scale:	AS SHOWN
		UNLESS OTHERWISE SPECIFIED: UNITS ARE INCHES AND TOLERANCES:		JOB #:		DWG Type:		Revision:		Drawing Number:			
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		Sheet No.		Location ID:									

Wastequip Assembly BCM

Bubble	Item #	Item Description	Material	Qty	Weight	DWG?
1	260672	FLOOR ASSEMBLY 297 1/2" O.A.L. WC	SEE ASSEMBLY DRAWING	1	2730.87	Yes
2	199333	AS 265XP HEAD	SEE ASSEMBLY DRAWING	1	1949.52	Yes
3	182437	AS DOOR FRAME	SEE ASSEMBLY DRAWING	1	249.37	Yes
4	192297	DOOR ASSY.-100"O.A.H. HYBRID	SEE ASSEMBLY DRAWING	1	925.24	Yes
5	104955	LOWER FRAME	TS 4 X 2 X 3/16 X 16	2	8.67	Yes
6	237802	LOWER SIDE BENDING	HRS 10G X 48 X 120	2	293.33	Yes
7	104954	DOOR SLUMP	PL 1/4 X 48 X 89 3/8	1	261.31	Yes
8	237803	UPPER SIDE BENDING	HRS 10G X 60 X 120	2	366.86	Yes
9	192298	BULKHEAD SHEET	HRS 7G X 44 3/16 X 84	1	181.38	Yes
14	182442	AS LATCH	SEE ASSEMBLY DRAWING	1	46.32	Yes
15	114606	BINDER RATCHET	PURCHASED	2	*Varies*	Yes
16	114879	CHAIN RETAINER	PL 1/4 X 3 1/2 X 6 1/2	1	1.4	Yes
17	104966	DOOR GUIDE	PL 3/8 X 5 X 6 1/2	1	2.39	Yes
18	104652	CUT HRRB	HRRB 1 3/4 X 1 1/2	1	1.02	No
19	104967	DOOR CATCH	PL 1/2 X 2 15/16 X 8 3/4	1	1.63	Yes
20	120642	GUSSET (TRIANGULAR)	HRFB 1/4 X 3 X 3	2	.32	No
21	115691	BOLT G5	BOLT 1/2-13 X 1 1/2 HH	2	.13	No
22	115706	WASHER G5	WASHER FLAT USS 1/2	1	.03	No
23	115694	NUT G5	NUT LK NYL 1/2-13	1	.04	No
25	170365	ROOF SHEET 5 DEG BEND	HRS 12G X 60 X 120	1	213.86	Yes
26	166329	ROOF SHEET 5 DEG. BEND	HRS 12G X 60 X 101	1		Yes
27	114876	FIRE PORT	FLANGE WELD 2 1/2	2	1.35	No
28	114661	FIRE PORT PLUG	FTG PLUG PVC THRD 2 1/2	2	2.08	No
29	191769	RATCHET MOUNT PLATE	PL 3/4 X 5 X 26	1	13.35	Yes
30	161746	CHAIN	PURCHASED	1	.19	No
31	174448	SNAP EYE DOG	PURCHASE	1	.25	No
32	179006	SPLIT KEY RING	PURCHASE	1	.01	No
33	111139	PIN	C1018	3	.98	Yes
34	162677	CUT TS	TS 3 X 2 X 3/16 X 10	1	4.67	No
35	192304	CUT TS	TS 2 X 2 X 1/8 X 65	1	23.42	No
36	192305	AS RATCHET BINDER MOUNT	SEE ASSEMBLY DRAWING	2	2.08	Yes
37	161742	CUT HRS	A1011 CS/B	1	.25	No
38	237811	LOWER SIDE BENDING	HRS 10G X 48 X 100 1/4	2	245.05	Yes
39	237812	UPPER SIDE BENDING	HRS 10G X 60 X 100 1/4	2	306.48	Yes

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	REF	DWG	Drawn By:	Weight:	Scale:
			GS	#	
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		Job #:		Revision:	A
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		Sheet No.	Location ID:		

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Buyer and/or Buyer's customers, end users, or third parties agree to familiarize itself and keep informed (without reliance on Wastequip) with regards to any hazards to persons and/or property involved in handling, use, storage, disposal or application of the Products. Buyer and/or Buyer's customers, end users, or third parties shall advise its employees, customers, independent contractors and others who handle, use, store, dispose or apply such Products of any such hazards. Buyer and/or Buyer's customers, end users, or third parties represent and warrant that the Products sold by Wastequip will not be used in connection with any applications where failure or malfunction could create a situation in which personal injury or death is likely to, or could occur.

THESE LIMITED AND CONDITIONAL WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, HEREIN OR ELSEWHERE, OR WHICH MAY ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE, AND WASTEQUIP EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE OR USE OF THE PRODUCT, EXCEPT FOR WARRANTY OF TITLE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE SEPARATE WRITTEN WARRANTY REFERENCED ON THE FACE HEREOF. NON-PAYMENT SIXTY (60) DAYS PAST THE DATE OF AN INVOICE MAY VOID WARRANTY. DETERMINATION OF THE SUITABILITY OF THE PRODUCT COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE BUYER OR BUYER'S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE BUYER IN CONNECTION THEREWITH; BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCIDENT TO THE USE OR POSSESSION OF THE PRODUCT FURNISHED UNDER THIS AGREEMENT, OR THE SUPPLYING OF PRODUCTS TO BUYER OR ANY SERVICES PROVIDED TO BUYER, ANY THIRD PARTY RIGHTS IN THE PRODUCTS OR ANY USE OF THE PRODUCTS OR THE RESULTS OR DECISIONS MADE, OR OBTAINED BY USERS OF THE PRODUCTS, EVEN IF WASTEQUIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BUYER'S AND/OR BUYER'S CUSTOMERS', END USERS' OR THIRD PARTIES' SOLE AND EXCLUSIVE REMEDY AGAINST WASTEQUIP SHALL BE THE REMEDY OF DEFECT IN PRODUCT DELIVERED HEREUNDER AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED IN WASTEQUIP'S LIMITED WARRANTY SET FORTH HEREIN. WASTEQUIP'S LIMITED WARRANTY CONSTITUTES THE SOLE REMEDY OF BUYER AND BUYER'S CUSTOMERS, END USERS OR THIRD PARTIES, AS APPLICABLE WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, PRODUCT OR SERVICES OF WASTEQUIP, WHETHER BASED ON CONTRACT, MANUFACTURER, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, IN NO EVENT SHALL WASTEQUIP BE LIABLE TO BUYER, BUYER'S CUSTOMER, END USER OR THIRD PARTY, WHETHER ARISING UNDER PERFORMANCE OF THE WASTEQUIP TERMS (OF WHICH THIS LIMITED AND CONDITIONAL WARRANTY IS A PART), OR BREACH OF SUCH TERMS, OR MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHERWISE), FOR LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON- OPERATION, FORCE MAJEURE OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS, END USERS OR THIRD PARTIES OF BUYER AND BUYER'S CUSTOMERS', END USERS' OR THIRD PARTY'S COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER.

LIMITED WARRANTY PERIODS

Wastequip Manufacturing Company and Confab Manufacturing Company Products

The warranty period for all Wastequip Manufacturing Company and Confab Manufacturing Company Products manufactured and provided by Wastequip Manufacturing Company/Confab Manufacturing Company or a Wastequip Manufacturing Company/Confab Manufacturing Company authorized distributor is for a period of twelve (12) months from date of shipment from the Wastequip Manufacturing Company/Confab Manufacturing Company designated shipping point, unless otherwise specifically indicated as follows:

- Self-Contained Compaction Equipment
 - 265XP, 265 XPHT, 265IP, and CleanPak™ – 5 years structural, 2 years parts, 1 year labor; all dates from date of shipment from the Wastequip/Confab designated shipping point.
 - 365XSEE Super Energy Efficient Models – 3 years structural, 3 years parts, 1 year labor; all dates from date of shipment from the Wastequip/Confab designated shipping point.
 - All Other Self-Contained Models – 3 years structural, 2 year parts and 1 year labor; all dates are from date of shipment from Wastequip/Confab designated shipping point.
- Standard Compaction Equipment with Solid State Controller
 - APC, 445XHD-PC, 445HXD-7-PC, 645HXD-PC/15, 45XHD-7-PC/20/30, 645XHD-D-72 thru 1250XHD, Precrusher and Transfer Station Models – 1 year structural, parts and labor; all dates from date of shipment from the Wastequip/Confab designated shipping point
 - All other Stationary Compactor Models – 3 year structural, 1 year parts and labor; all dates from date of shipment from the Wastequip/Confab designated shipping point.
 - Vertical Baler, Vertical Compactor, Container Lifters and Dehydrator Models - 1 year structural, parts and labor; all dates from the date of shipment from the Wastequip/Confab designated shipping point.
- Steel Containers – 12 months from date of shipment from the Wastequip/Confab designated shipping point.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1221 Brickell Avenue, Suite 1550 Miami, FL 33131	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED Wastequip, LLC 6525 Carnegie Blvd Ste 300 Charlotte, NC 28211	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Crum & Forster Specialty Insurance Co		44520
	INSURER B: Liberty Mutual Insurance		42404
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** ATL-005742596-02 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPK-147335	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY			AS2-681-053630-464	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EFX-125007	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WA5-68D-053630-434 (AOS) WC5-681-053630-444 (WI)	04/01/2024 04/01/2024	04/01/2025 04/01/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of coverage.

CERTIFICATE HOLDER Wastequip, LLC 6525 Morrison Blvd, Suite 300 Charlotte, NC 28211-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
--	--

AGENCY CUSTOMER ID: CN103117286

LOC #: Miami



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA, LLC.		NAMED INSURED Wastequip, LLC 6525 Carnegie Blvd Ste 300 Charlotte, NC 28211
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CURRENT LEGAL ENTITIES

Amrep Manufacturing Company, LLC
 Confab Manufacturing Company, LLC
 Container Pros, LLC
 Galbreath LLC
 HPCC Intermediate, Inc.
 HPCC Parent, Inc.
 Parts Place, LLC
 Patriot Container Acquisition Corp.
 Patriot Container Corp.
 Patriot Container Acquisition, LLC
 Patriot Container Intermediate, LLC
 Toler International I LLC
 Toler International II LLC
 Toler, LLC
 Wastebuilt Environmental Solutions, LLC
 Wastely, LLC
 Wastequip Manufacturing Company LLC
 Wastequip Manufacturing Inventory Company, LLC
 Wastequip, LLC
 WQD, LLC

PRIOR LEGAL ENTITIES

Accurate Industries, Inc.
 Amrep, Inc.
 Big Dumpster Acquisitions, Inc.
 Big Dumpster Holdings, Inc.
 CDS Acquisition, LLC
 Central Body & Holst Service Co.
 Cusco Fabricators, LLC
 Cusco Fabricators, Inc.
 Galbreath, Inc.
 Galfab Acquisition, LLC
 Menomonee WI Holding, LLC
 Parts Place, Inc.
 Refuse Parts Depot, LLC
 Stepp Acquisition, LLC
 Stepp Equipment Company
 Toler, Inc.
 Toler, Incorporated
 Wastebuilt Distribution and Service, LLC
 Wastebuilt Southeast, LLC
 Wastebuilt Southwest, LLC
 Wastequip Manufacturing Company Inc.
 Wastequip, Inc.
 WQD, Inc.

AGENCY CUSTOMER ID: CN103117286

LOC #: Miami



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA, LLC.		NAMED INSURED Wastequip, LLC 6525 Carnegie Blvd Ste 300 Charlotte, NC 28211
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
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DBAs

Accurate
 Accurate Industries
 Accurate of Canada
 Accurate of Ohio
 Amrep
 AO Compactors
 Contab
 ContainerPros
 Galbreath
 Go To Parts
 Holt
 Holt Industries
 Holt Specialty Equipment
 May Fabrication
 May Fabricators
 May Manufacturing
 May Manufacturing and Distribution Corp.
 May Properties
 Mayfab
 May-Fab
 Mayfab-Waste Equipment
 Mountain Tarp
 Parts Place
 Pioneer
 Stacklogix
 Wastebull
 Wastequip Accurate
 Wastequip DBA Florida Can
 Wastequip Indiana
 Wastequip Manufacturing
 Wastequip Manufacturing Company
 Wastequip May Mfg Co
 Wastequip Mfg Co DBA Industrial Refuse Sales
 Wastequip Oregon
 Wastequip Tennessee
 Wastequip Texas
 Wastequip WRX
 Wastequip/Mayfab
 Wasteware

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) WASTEQUIP MANUFACTURING COMPANY LLC	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 6525 CARNEGIE BLVD., SUITE 300	Requester's name and address (optional)
6 City, state, and ZIP code CHARLOTTE, NC 28211	
7 List account number(s) here (optional) CHARLOTTE, NC 28260-3008	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div>22</div>	<div>3191624</div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/25/25
------------------	---	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

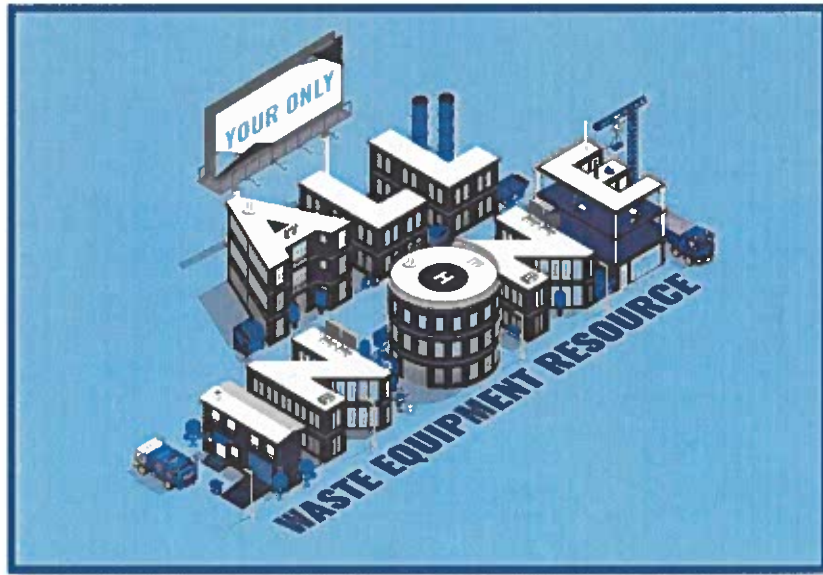
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



North America's Leading
Manufacturer of
WASTE HANDLING EQUIPMENT



Jasper County, South Carolina

Bid No: IVTB #2025-4

Bid Title: three (3) 25 Yard Open-Top Containers and One (1) 39 Yard Self-Contained Compactor

Bid Due: April 9, 2025

Bid Opening Time: 2:00PM



**NOTICE TO BIDDERS
JASPER COUNTY
INVITATION TO BID (IVTB #2025-4)
THREE (3) 25 YARD OPEN-TOP CONTAINERS AND
ONE 39 YEAR SELF-CONTAINED COMPACTOR**

Notice is hereby given that sealed bids will be received for three (3) 25 Yard Open-Top Containers and One (1) 39 Yard Self-Contained Compactor, by Jasper County, South Carolina, until 2:00 p.m., Wednesday, April 9, 2025, at which time all bids received will be opened. Bids may be submitted electronically through the County's Vendor Registry webpage or may be received by the Director of Administrative Services Division (Director) at the Clementa C. Pinckney Government Building, 358 3rd Avenue, Post Office Box 1149, Ridgeland, South Carolina 29936 prior to the time bids are to be opened. Hardcopy bids delivered within the 30-minute period immediately preceding bid opening (as described above) must be hand-delivered to the Director's Office in the Clementa C. Pinckney Government Building. Hardcopy bids should be delivered to the following address:

Kimberly Burgess, Director of Administrative Services Division
Jasper County
Clementa C. Pinckney Government Building
358 3rd Avenue, Suite 304
P.O. Box 1149
Ridgeland, SC 29936

A link to the County's Vendor Registry webpage may be found under "Services", "Bids & Solicitations", on the County's website at www.jaspercountysc.gov. All bids delivered should clearly indicate IVTB #2025-4 on the exterior of the envelope. Any bids submitted or delivered after the above stated date and time will not be accepted under any circumstances.

Bid opening will take place in the Jasper County Council Chambers at the address below:

**Clementa C. Pinckney Government Building
358 3rd Avenue
Ridgeland, South Carolina 29936**

Bidders should direct any questions to Dallas Lassiter at (843) 726-7740 or dlassiter@jaspercountysc.gov.

Description of Work:

Jasper County is seeking bids for three (3) 25-yard open-top containers. Containers should be made of 3/16" thick metal on sides and 1/4" thick on floors, with 3/16" x 2" x 6" main rails, 4" ground wheels and 4 x 5 channel on 34-inch centers for side braces. The 39-yard self-contained compactor should contain weather covers, 80% lights and pressure gauges. All bids should include delivery fees, South Carolina sales tax and Jasper County sales tax.

Bid Requirements:

Bids should be placed on company letterhead or on a document which provides Bidder name, address, phone number and other pertinent contact information. The successful Bidder will be required to furnish a W-9 and if the vendor performs any work on County property, a certificate of insurance with evidence of liability and workers compensation coverage, and a Jasper County business license, if required.

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening. The County of Jasper (Owner) reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. The Owner also reserves the right to waive all informalities not involving price, time, or changes in the work and to negotiate contract terms with the successful bidder.



FleetGenius of NC, Inc

1808 Norwood Street SW
Lenoir NC 28645
United States

QUOTATION

Quote No.: QNC4072
Date: 3/13/2025
Valid Until: 4/12/2025
Customer No.: Jasper County
Customer Ref. No.:
Page No.: Page 1 of 4

BILL TO
C01569 Jasper County Dallas Lassiter Jasper County P O Box 1244 Ridgeland SC 29936 United States

SHIP TO
Dallas 843-726-7740 Jasper County 623 Live Oak Drive Ridgeland SC 29936 United States

TOTAL
\$52,905.43

Sales Employee: Lea Cook
Contact Name:
Terms: Net 30

Ship Via: FleetGenius Transport
FOB:

Item No.	Description	Unit Price	Quantity	Total
TL-000000606	39yd SC Compactor (25') FN008 FG Tan Hydraulic Connections / Disconnects : Left Side No Load Option	\$23,625.00	1	\$23,625.00
PC-000000420	Power Unit 10HP/10GPM w/weather cover w/ key lock start, reverse, & e-stop controls in panel w/ 8ft hydraulic hoses 3 PH/ Voltage 240	\$0.00	1	\$0.00
*80+100 Percent Light	80% + 100% warning lights option	\$185.00	1	\$185.00
PC-000000431	Pressure Gauge/liquid fld on Power Unit	\$58.00	1	\$58.00
*Hold to Run	Hold to Run Start/Stop	\$110.00	1	\$110.00
Subtotal				\$23,978.00
TL-000000138	Roll Off 25 cu yd Rect. (22 ft x 48" sides) FN008 FG Tan 4 Wheels per Container	\$5,790.17	3	\$17,370.51
RO-1/4 Floor	RO-1/4 Floor	\$687.00	3	\$2,061.00
RO-Misc, Parts	7g Sides w/ 6" break at Bottom	\$887.00	3	\$2,661.00
PC-000000084	8"D x 6" Ground Wheel w/ Axles and welded Brackets	\$68.00	6	\$408.00



FleetGenius of NC, Inc

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QUOTATION

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Date: 3/13/2025
Valid Until: 4/12/2025
Customer No.: Jasper County
Customer Ref. No.:
Page No.: Page 2 of 4

Lea Cook

We Appreciate Your Interest In FleetGenius, And For This Opportunity To Do Business,

Lea Cook
Regional Sales Manager
FleetGenius, LLC.
(800) 221-4153 (Toll Free)
(828) 201-5552 (Mobile)
(828) 726-3010 (Fax)
lcook@fleetgenius.com
www.fleetgenius.com

***Lead Time: Approx () Weeks After Receipt Of Order - Subject To Change At Time Of Order**

***Prices Quoted Are Good For 7 Days From The Date Of The Quote**
Quotes Include any surcharges due to raw material price
Increases
Any Surcharges will be applied at time of quotation.

***Customer Is Responsible and Liable For Offloading Equipment**
Upon Delivery Unless Alternate Methods Have Been Arranged
Prior To Delivery

We Appreciate Your Interest In FleetGenius, And For This Opportunity To Do Business



FleetGenius of NC, Inc

1808 Norwood Street SW
Lenoir NC 28645
United States

QUOTATION

Quote No.: QNC4072
Date: 3/13/2025
Valid Until: 4/12/2025
Customer No.: Jasper County
Customer Ref. No.:
Page No.: Page 3 of 4

Order Terms and Conditions:

ORDER CONFIRMATION - Quotes are confirmed into orders based on purchase order or written confirmation.
ALL INFORMATION CONTAINED ON A CONFIRMED QUOTE WILL BE CONSIDERED CORRECT AND ACCURATE AT THE TIME OF ORDER.

Prices will be subject to change based on any subsequent alteration to quantity, product design or specification, logistics or delivery schedule.

ORDER CANCELLATIONS - Canceled or Revised Order will be subject to a 30% Restock/Change Order Fee.

PAYMENT TERMS - Payment Terms are confirmed at the time of Order.

New and Cash In Advance Accounts will be subject to a 30% nonrefundable deposit, also 70% final payment due prior to delivery.

All Credit Card Payments will be subject to a convenience fee of 4% (excluding part orders)

TAX RATES - Sales Tax Rates are subject to change from the time of Quote to Invoice.

SURCHARGE- Fleetgenius is monitoring Parts and Raw Materials that may be affected by Global Tariffs and may implement a surcharge on future orders.

SHIPMENT AND F.O.B POINT - All shipments will be made after completion of manufacture unless otherwise agreed to in writing.

In the event the equipment delivery is delayed or postponed by the Purchaser the Purchaser will be invoiced immediately for the equipment (less freight), and such invoice shall be due and payable according to these terms. Storage shall be at the risk of the Purchaser and Fleetgenius shall be liable only for the ordinary care of property. Unless stated in writing, all prices quoted or otherwise listed are F.O.B. point of manufacture.

DETENTION AND LAYOVER FEE - Upon Delivery, if Offloading is postponed longer than 2 hours a detention fee of \$75 per hour will be Invoiced (up to 5 hours)

In the event offloading is delayed more than 5 hours, the customer will be charged an additional \$350.00 layover fee.

SHIPPING DAMAGES - Any Damages must be noted at the time of delivery to the freight company delivering the product.

Failure to do so may jeopardize any damage claim to repaint, return or replace the product.

Fleetgenius may nest or stack certain product lines, by doing so cosmetic scratches may occur during offloading of equipment.

Cosmetic damages are not covered within standard warranty terms.

Customer is Responsible for Offloading Equipment, and is liable for any damages incurred.

All products are invoiced upon completion when the sales order has met it's due date.

Payment must be received by the Invoice due date. Any unpaid balances will be subject to a late fee of the maximum allowable rate, in accordance with any applicable statutory regulations.

Warranty- Standard FG Warranty Applies to all New Products Sold. Warranty Date Begins on the date the product is received.



FleetGenius of NC, Inc

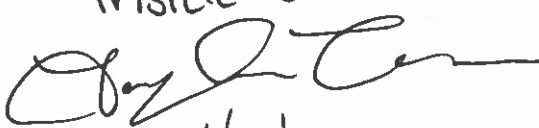
1808 Norwood Street SW
Lenoir NC 28645
United States

QUOTATION

Quote No.: QNC4072
Date: 3/13/2025
Valid Until: 4/12/2025
Customer No.: Jasper County
Customer Ref. No.:
Page No.: Page 4 of 4

Subtotal	\$46,478.51
Discount	
Shipping	\$2,508.00
Tax Total	\$3,918.92
Total	\$52,905.43

Remarks: IVTB #2025-4
2 FGT TL

Submitted by:
Jackie Turner
Inside Sales Coordin.

4/3/25
FleetGenius of NC Inc.
1808 Norwood St SW
Lenoir NC 28645



202-205-8800 | sba.gov
409 3rd St, SW. Washington DC 20416

March 14, 2023

MONMOUTH SOLUTIONS, INC
SAM UEI: E474YENAVPB7
93 BUTMAN RD
LOWELL, MA 01852

Dear MONMOUTH SOLUTIONS, INC:

I am writing to inform you that MONMOUTH SOLUTIONS, INC has been certified by the Veteran Small Business Certification Program (VetCert) at SBA. Your certification confirms your eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

What you need to know:

- MONMOUTH SOLUTIONS, INC is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and publicly listed at veterans.certify.sba.gov.
- Your certification is valid for three (3) years from the date of this letter.
- You may visit [SBA's website to download SBA-approved digital icons](https://sba.gov) that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

What to do if your business changes:

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control
- filing of a bankruptcy
- a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at veterans.certify.sba.gov. Failure to report eligibility changes within 30 days of the change could result in:

- Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm MONMOUTH SOLUTIONS, INC's continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Sincerely,

John B. Perkins

John B. Perkins
Director Veteran Small Business Certification Program



All SBA programs and services are extended to the public on a nondiscriminatory basis.



Estimate

Becker Complete Compactor

Becker Complete, LLC
2542 CHARLESTON HWY
WEST COLUMBIA, SC 29172-3902
Phone: 803-755-0075

Order #	Date
S8393	04/04/2025

Bill To:	Ship To:
Jasper County 358 3rd Avenue Ridgeland, SC 29936	Jasper County 358 3rd Avenue Ridgeland, SC 29936
Customer: Jasper County	

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
Devin	COD	Origin	Will Call	03/31/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
1	RJ-250SC-39	Standard Features: Universal 37" Double End PickUp Understructure; Hinged Breaker Bar Teeth; 3 Phase Tri-Volt; Remote Power Pack with Weather Cover Push Button Controls Mounted in Panel Box Face LifeXtender System; Full Door Seal; and UL Listed NOTE: Assuming 3PH power;	\$52,998.00	1 ea	\$ 52,998.00
2	000444	Fullness package Includes advanced warning and container full	\$1,674.00	1 ea	\$ 1,674.00
3	000089	Pressure gauge mounted by panel box Single needle and single color	\$532.00	1 ea	\$ 532.00
4	000048	Hold to run controls NOTE: ANSI standard when 84" rule is not met via hopper;	\$260.00	1 ea	\$ 260.00
5	000015	Container guide 10' long	\$806.00	1 ea	\$ 806.00
6	000016	Container stops	\$516.00	1 ea	\$ 516.00
7		Subtotal			\$ 56,786.00
8	30%	30% Discount			-\$ 17,035.80
9		Subtotal			\$ 39,750.20
10	FREIGHT-01	Freight with Shipping and Handling	\$2,450.00	1 ea	\$ 2,450.00

Subtotal:	\$42,200.20
Sales Tax:	\$3,376.01
Total:	\$45,576.21

Approval:_____ Date:_____



Estimate

Becker Complete Compactor

Becker Complete, LLC
2542 CHARLESTON HWY
WEST COLUMBIA, SC 29172-3902
Phone: 803-755-0075

Order #	Date
S8394	04/04/2025

Bill To:	Ship To:
Jasper County 358 3rd Avenue Ridgeland, SC 29936	Jasper County 358 3rd Avenue Ridgeland, SC 29936
Customer: Jasper County	

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
Devin	COD	Origin	Will Call	03/31/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
1	25yd Open Top	25yd Open Top NOTE: 1/4" Floor plate; 3/16" Sides; 52" High sides' 12" Floor channel spacing; Heavy duty build;	\$8,100.00	3 ea	\$ 24,300.00
2	FREIGHT-01	Freight with Shipping and Handling	\$1,350.00	1 ea	\$ 1,350.00

Subtotal:	\$25,650.00
Sales Tax:	\$2,052.00
Total:	\$27,702.00

Approval:_____ Date:_____

Monmouth Solutions

PAST PERFORMANCE: CONTAINERS

LIST INCLUDES NOTABLE CONTRACTS AND MONMOUTH'S PAST PERFORMANCE IS NOT LIMITED TO THIS LIST.

CONTRACT #IFB-5265-23-KH

CITY OF GRAND JUNCTION, CO
(105) FRONT LOAD WASTE CONTAINERS

VALUE: \$172,995.00

DATE: JANUARY 2024

POC: TONYM@GJCITY.COM

CONTRACT #IFB 7440

CITY OF WATERBURY, CT
(45) 8YD SLANT DUMPSTERS REAR LOAD

VALUE: \$82,455.00

DATE: DECEMBER 2022

POC: NICOLE.OWENS@WATERBURY.K12.CT.US

CONTRACT #IFB-5196-23-KH

CITY OF GRAND JUNCTION, CO
RENTAL VEHICLES (NON-TACTICAL)

VALUE: \$37,397.00

DATE: APRIL 2023

POC: kassyh@gjcity.org

UEI: E474YENAVPB7

CAGE: 9DMG0

SDVOSB CERT #: VSBC-52457208749



Monmouth Solutions

PAST PERFORMANCE: CONTAINERS

LIST INCLUDES NOTABLE CONTRACTS AND MONMOUTH'S PAST PERFORMANCE IS NOT LIMITED TO THIS LIST.

CONTRACT #140P132Q0073

US NPS

(3) ROLL OFF CONTAINERS AND (1) ROLL OFF TRAILER

VALUE: \$41,888.00

DATE: AUGUST 2023

POC: BRANDON_RATHFON@NPS.GOV

CONTRACT #BP2023-0021

CITY OF SOUTHAMPTON, NY WM

BPA CONTRACT FOR ROLL OFF CONTAINERS

VALUE: UP TO \$250,00.00 (5 YEAR AGREEMENT)

DATE: ONGOING

POC: amancuso@southamptontownny.gov

CONTRACT #B2022-155

COUNTY OF OCEAN, NJ

BPA CONTRACT FOR ROLL OFF CONTAINERS

VALUE: UP TO \$50,000.00 (2 YEAR AGREEMENT)

DATE: ONGOING

POC: (732) 929-2005

UEI: E474YENAVPB7

CAGE: 9DMG0

SDVOSB CERT #: VSBC-52457208749



Swipe Resources

7491 Flag Point Ct., Manassas, VA 20109

hamza.masud@swiperesources.com

(703) 870-6182



Ref: IVTB # 2025-4

3 qty of 25 Yard Open Top Container and 1 qty of 39 Yard Self-Contained Compactor

BID OFFER FOR

Kimberly Burgess

Jasper County, Director of Administrative Services Division

Quote Date: 04/09/2025

Valid For: 30 Days

DESCRIPTION	QTY	UNIT PRICE	TOTAL
RJ-250SC-30: Universal double end pickup understructure; Hinged Breaker Bar Teeth; 3 phase Tri-Volt; remote Power Pack with weather cover push button controls mounted in panel box Face lifeXtender System; Full Door Seal; and UL Listed Includes: Fullness packages advanced warning and container full Pressuee gauge mounted by panel box, single needle and single door Hold to run controls Container guide 10' long Container stops	1	\$ 49,045.00	\$ 49,045.00
25 yd open toip Note: 1/4" Floor platem 3/16" sides; 52" high sides, 12" floor channel spacing, heavy duty build	3	\$ 29,592.00	\$ 88,776.00
25 yd shipping	1	\$ 2,100.00	\$ 2,100.00
39 yd shipping	1	\$ 2,900.00	\$ 2,900.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

Product Description attached.

SUBTOTAL	\$ 142,821.00
DISCOUNT	0.00
SUBTOTAL LESS DISCOUNT	\$ 142,821.00
TAX RATE	0.00%
TOTAL TAX	0.00
SHIPPING/HANDLING	0.00
Quote Total	\$ 142,821.00

Terms & Instructions

Payment Terms 30 days Credit from date of delivery

Please refer to the complete and detailed descriptive literature, catalog cuts and specifications submitted with the bid.

All transportation costs/offloading are included in the bid price. This quote provided by Swipe Resources include delivery of the equipment and include all applicable freight and any handling.

Any change in item or model, must be notified earlier and may incur extra cost



**NOTICE TO BIDDERS
JASPER COUNTY
INVITATION TO BID (IVTB #2025-4)
THREE (3) 25 YARD OPEN-TOP CONTAINERS AND
ONE 39 YEAR SELF-CONTAINED COMPACTOR**

Notice is hereby given that sealed bids will be received for three (3) 25 Yard Open-Top Containers and One (1) 39 Yard Self-Contained Compactor, by Jasper County, South Carolina, until 2:00 p.m., Wednesday, April 9, 2025, at which time all bids received will be opened. Bids may be submitted electronically through the County's Vendor Registry webpage or may be received by the Director of Administrative Services Division (Director) at the Clementa C. Pinckney Government Building, 358 3rd Avenue, Post Office Box 1149, Ridgeland, South Carolina 29936 prior to the time bids are to be opened. Hardcopy bids delivered within the 30-minute period immediately preceding bid opening (as described above) must be hand-delivered to the Director's Office in the Clementa C. Pinckney Government Building. Hardcopy bids should be delivered to the following address:

Kimberly Burgess, Director of Administrative Services Division
Jasper County
Clementa C. Pinckney Government Building
358 3rd Avenue, Suite 304
P.O. Box 1149
Ridgeland, SC 29936

A link to the County's Vendor Registry webpage may be found under "Services", "Bids & Solicitations", on the County's website at www.jaspercountysc.gov. All bids delivered should clearly indicate IVTB #2025-4 on the exterior of the envelope. Any bids submitted or delivered after the above stated date and time will not be accepted under any circumstances.

Bid opening will take place in the Jasper County Council Chambers at the address below:

**Clementa C. Pinckney Government Building
358 3rd Avenue
Ridgeland, South Carolina 29936**

Bidders should direct any questions to Dallas Lassiter at (843) 726-7740 or dlassiter@jaspercountysc.gov.

Description of Work:

Jasper County is seeking bids for three (3) 25-yard open-top containers. Containers should be made of 3/16" thick metal on sides and 1/4" thick on floors, with 3/16" x 2" x 6" main rails, 4" ground wheels and 4 x 5 channel on 34-inch centers for side braces. The 39-yard self-contained compactor should contain weather covers, 80% lights and pressure gauges. All bids should include delivery fees, South Carolina sales tax and Jasper County sales tax.

Bid Requirements:

Bids should be placed on company letterhead or on a document which provides Bidder name, address, phone number and other pertinent contact information. The successful Bidder will be required to furnish a W-9 and if the vendor performs any work on County property, a certificate of insurance with evidence of liability and workers compensation coverage, and a Jasper County business license, if required.

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening. The County of Jasper (Owner) reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. The Owner also reserves the right to waive all informalities not involving price, time, or changes in the work and to negotiate contract terms with the successful bidder.

AGENDA

ITEM # 22

*This agenda item is to be removed from this
agenda at the meeting*

AGENDA

ITEM # 23

Administrator's Report



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Administrator's Report April 21, 2025

1. County Council General Workshops and Budget Workshops:
Staff will review the lists of workshops through August 2025.
2. Master Solid Waste Host and Disposal Service Agreement:
The master solid waste host and disposal agreement between Jasper County and Waste Management will need to be renewed soon. I will provide a brief overview of the process and status of the effort.

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



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Progress Report April 8, 2025 – April 21, 2025

1. Economic Development Projects:

Met with SCA staff, outside counsel, and the County Attorney on April 9 and April 16 to review active economic development projects.

2. Code Enforcement:

Met with outside counsel on April 10 to review progress of code review. Scheduled to meet again with staff for a larger review on April 17.

3. Town Park Development:

City of Hardeeville development involving Medical Center Drive extended and utility easements. Coordination meeting planned for April 17.

4. Other Meetings/Events Attended or Scheduled to Attend:

BJWSA Partner Breakfast on April 10, called executive session meeting of the County Council on April 14, and County/municipalities leadership lunch on April 16.

AGENDA

ITEM # 24



JASPER COUNTY COUNCIL COUNCIL WORKSHOP AND MEETING

City of Hardeeville City Hall
205 Main Street, Hardeeville, SC. 29927
Monday, March 3, 2025
MINUTES

Officials Present: Chairman John Kemp, Vice Chairman Joey Rowell, Councilman Marty Sauls, Councilman Chris VanGeison and Councilman Joe Arzillo

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

Call Workshop to Order - Chairman Kemp

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

- **FILOT Agreement Project Salmon Ordinance # O-2025-04**

Mr. Fulghum noted that Mr. Tedder would provide a summary, and that Mr. Romano was here if there were any additional questions. Mr. Tedder noted that there had been a project get together for the groundbreaking on 03.06.2025 and that it had started being put together back in October 2024. He said the owner has a FILOT, SSRC Structure which had changed slightly as they asked for commencement dates. He noted that the document from the 1st reading had changed slightly with minor tweaks and that this agenda had the 2nd reading of the ordinance. Mr. Romano discussed the FILOT credits, reviewed the changes with all the SSRC requirements. He noted that the property is located in a Multi County Park with an existing FILOT. He discussed the provisions of the agreement and how this would work out.

- **Code Enforcement**

Mr. Fulghum noted that at the last meeting that this had been discussed. He said that this item is on the regular agenda as Item # 9 Resolution #R-2025-14. Mr. LaBruce noted that they had tried to clarify the Council's concerns from the previous meeting so they would see what they were getting for the cost of services provided. He reviewed the 3rd page of the scope of services and discussed how this would proceed and the process if Council entered into an agreement with them. He said one main point was to ensure that

the Code Enforcement Officer would know what their role was and that they could do what they needed to do. The need for Code Enforcement Officers was discussed and note that this was a priority for Council.

- **Chapter 2 of the Code of Ordinances (Councilman Kemp)**

This item was done to clean up the Ordinance as some of these boards such as the Beaufort Jasper Water and Hardeeville Water no longer exist. Chairman Kemp also noted that the Chairman is required to do a lot of things that are no longer available. He also mentioned that the pay for the County Council needed to be put into the form of an ordinance.

Adjourn workshop:

Motion to approve: Vice Chairman Rowell

Second: Councilman Sauls

Vote: Unanimous

The motion passed and the workshop was adjourned.

1. Call the Meeting to Order by Chairman Kemp

Chairman Kemp Called the Meeting to order.

2. Pledge of Allegiance and Invocation:

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

3. Approval of the Consent Agenda Items:

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

Motion to amend the Consent Agenda Item to reflect the dates of 02.27.2025 and 02.28.2025 being added to Item # 22: Approval of the Minutes: Councilman Arzillo

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

Motion to approve the Consent Agenda with the items as stated: Vice Chairman Rowell

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

4. Approval of the Regular Agenda:

Motion to approve: Councilman VanGeison

Second: Vice Chairman Rowell

Vote: Unanimous

The motion passed.

PROCLAMATION

5. None

PRESENTATION

6. Danny Lucas – Volunteer Park Baseball Fields Update.

Mr. Fulghum noted that Mr. Jim Iwanicki would be giving the Volunteer Park Baseball Fields Update. Mr. Fulghum mentioned that Jim and his crew had done a lot of work out there in house and made improvements to the ballpark that saved the County a lot of money.

- Mr. Iwanicki noted that they had an opportunity with Public Works to make some improvements out at the ballfield and that Mr. Olan Roberts and Mr. Jeff Crosby had coordinated everything for the County. He noted that they had made the following improvements:
- Replaced the dugout roofs
- Cleaned the building and power washed the outside
- Cleaned the bathrooms up to usable condition for this season
- Replaced the steps going to the press box by use of a contractor (completion expected in about a week)
- Repaired fences in the outfield
- Updated and made sure the gates are working, so the fields can be secured and locked at night
- Checked out the sprinkler system and will be making repairs to it

He said that Mr. Lucas was working on improvements to be made to the fields and that he had an RFP for contractors for materials to improve the fields. He also mentioned that the building needed some repairs, but that he knew Mr. Lucas was working on a long-term plan to repair the building out there.

7. Chairman Kemp's comments: None

CITIZEN COMMENTS

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

Quincey Brantley spoke on matters of land subdivision and the Levy area. He wanted to know how O-20225-04 would impact heritage property.

RESOLUTIONS

9. David Tedder - Consideration of Resolution #R-2025-14 for the retention of services from Finger, Melnick, Brooks & LaBruce, P.A.

Mr. Tedder was present to review and address the request for the consideration of the Resolution #R-2025-14 for the retention of services from Finger, Melnick, Brooks & LaBruce, P.A. Councilman Sauls recused himself from voting on this matter. Council discussed their concerns and how the different phases of the plan to move forward would work. For more information, please see attachment "A" or our video at video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA .

Motion to approve: Councilman VanGeison

Second: Councilman Arzillo

Vote:

Councilman VanGeison – Yes

Councilman Arzillo – Yes

Chairman Kemp – Yes

Vice Chairman Rowell - No

The motion passed.

10. Wanda Giles – Consideration of Resolution #R-2025-16 to approve the appointment of Mr. Randy Waite to the Jasper County Planning and Appeals Commission.

Ms. Giles was present to review and address the request for consideration of the Resolution #R-2025-16 to approve the appointment of Mr. Randy Waite to the Jasper County Planning and Appeals Commission. Ms. Giles read the resolution for the record. She noted that that Jasper County established the Jasper County Planning Commission pursuant to Jasper County Code of Ordinances, Chapter II, Article IV, Division I under Section 2-77 "Standing boards and commission and special committees established," and created set terms to provide for a staggering of terms of the members. Currently a vacancy currently exists on the Jasper County Planning Commission as a result of the resignation of Brent Robinson, whose term is set to expire on December 31, 2027. The Jasper County Council wants to appoint Randy Waite as the new member to the Jasper County Planning Commission to fulfill the remainder of the unexpired term of Mr. Robinson. With the resolution noting that Mr. Randy Waite would be hereby appointed by the Jasper County Council to serve on the Jasper County Planning Commission for the remainder of the 4-year term of Mr. Robinson, which expires December 31, 2027, such an appointment be effective as of 03.03.2025.

Motion to approve: Councilman Sauls

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

11. Kimberly Burgess –[Public Hearing](#) and Consideration of Resolution [#R-2025-17](#) of Jasper County Council Pursuant to Section 2-415 of the Jasper County Code of Ordinances regarding Jasper County SC 250 Committee’s Request to Fund Landscaping Related Improvements at the Thomas Heyward Cemetery Site, Authorizing the County Administration to Accept the Submitted Bid for such Improvements, and Matters Related Thereto.

Ms. Burgess was present to review, address and explain the request for the consideration of Resolution #R-2025-17 of Jasper County Council Pursuant to Section 2-415 of the Jasper County Code of Ordinances regarding Jasper County SC 250 Committee’s Request to Fund Landscaping Related Improvements at the Thomas Heyward Cemetery Site, Authorizing the County Administration to Accept the Submitted Bid for such Improvements. The public hearing for this item was opened but there were no comments, so the public hearing was closed.

Motion to approve: Councilman Sauls

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

12. Chairman Kemp – Consideration of Resolution [#R-2025-18](#) to approve the appointment of Councilman Rowell as a new board member to the Southern Lowcountry Regional (SOLOCO) Board.

Chairman Kemp was present to review, address and explain the request for the consideration of the Resolution #R-2025-18 to approve the appointment of Councilman Rowell as a new board member to the Southern Lowcountry Regional (SOLOCO) Board.

Motion to approve: Councilman VanGeison

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

13. Chairman Kemp – Consideration of Resolution [#R-2025-19](#) to approve the appointment of Councilman Rowell to the Local Area Transportation Study (LATS) Board.

Chairman Kemp was present to review, address and explain the request for the consideration of the Resolution #R-2025-19 to approve the appointment of Councilman Rowell to the Local Area Transportation Study (LATS) Board.

Motion to approve: Councilman Sauls

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

14. Chairman Kemp – Consideration of Resolution [#R-2025-20](#) to approve the appointment of Chairman Kemp as an Ex-Officio Member to the Technical College of the Lowcountry Board.

Chairman Kemp was present to review, address and explain the request for the consideration of the Resolution #R-2025-20 to approve the appointment of Chairman Kemp as an Ex-Officio Member to the Technical College of the Lowcountry Board.

Motion to approve: Councilman Sauls

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

15. **David Tedder** – Consideration of the **2nd Reading** of Ordinance **#O-2025-03** Approving a Development Agreement for the Daly Organics Development Property consisting of approximately 223 acres, more or less, owned by Bellinger Hill Properties, LLC in the Bellinger Hill Area of Jasper County, South Carolina, Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code of Ordinances of Jasper county, Authorizing the Chairperson of the Jasper County Council to execute the Development Agreement, and Matters Related Thereto. (This document is included in the agenda e-packet) *(1st reading 12.02.2024 and Public hearing 01.06.2025; 2nd Public hearing 02.03.2025)*
(Daly Organics DA)

Mr. Tedder was present to review, address and explain the request for the consideration of the 2nd Reading of Ordinance #O-2025-03 Approving a Development Agreement for the Daly Organics Development Property consisting of approximately 223 acres, more or less, owned by Bellinger Hill Properties, LLC in the Bellinger Hill Area of Jasper County, South Carolina, Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code of Ordinances of Jasper county, Authorizing the Chairperson of the Jasper County Council to execute the Development Agreement. Mr. Tedder noted that he wanted to mention the changes brought forward from last reading. Mr. Tedder noted the major changes of the hours of operation, noise of the operation and the County not taking responsibility of Stormwater.

Motion to approve: Vice Chairman Rowell

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

16. **David Tedder** – **Public Hearing** and consideration of the **2nd Reading** of Ordinance **#O-2025-05** Authorizing the Execution and Delivery of a Fee-In-Lieu of Ad Valorem Tax Agreement By and Between Jasper County, South Carolina and Project Salmon, With Respect to Certain Economic Development Property in the County, Providing for the Payment of Fee-In-Lieu of Ad Valorem Taxes; Providing for Special Source Revenue Credits; and Other Matters Related Thereto. (Project Salmon) *(1st reading 02.18.2025)*

Mr. Tedder was present to review, address and explain the request for the consideration of the 2nd Reading of Ordinance #O-2025-05 Authorizing the Execution and Delivery of a Fee-In-Lieu of Ad Valorem Tax Agreement

By and Between Jasper County, South Carolina and Project Salmon, With Respect to Certain Economic Development Property in the County, Providing for the Payment of Fee-In-Lieu of Ad Valorem Taxes; Providing for Special Source Revenue Credits. Mr. Tedder noted that most changes were technical changes. The public hearing was opened, there were no comments, and the public hearing was closed.

Motion to approve: Councilman VanGeison

Second: Vice Chairman Rowell

Vote: Unanimous

The motion passed.

17. Lisa Wagner – Consideration of 1st Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer two properties located at 345 Gassie Orr Road, bearing Jasper County Tax Map Numbers 020-00-03-006 and 020-00-03-102 from the Rural Preservation Zoning District to the Residential Zoning District on the Jasper County Official Zoning Map.

Ms. Wagner was present to review, address and explain the request for the consideration of the 1st Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer two properties located at 345 Gassie Orr Road, bearing Jasper County Tax Map Numbers 020-00-03-006 and 020-00-03-102 from the Rural Preservation Zoning District to the Residential Zoning District on the Jasper County Official Zoning Map. Ms. Wagner noted that this was a request for a Zoning Map Amendment to have a property designated as Residential. The subject properties consist of 11.35 acres and are identified by TMS #s 020-00-03-006 & 020-00-03-102. The property is located at 345 Gassie Orr Road in Pineland. Both parcels are currently zoned Rural Preservation. The intent is to combine the subject properties with two adjacent parcels and then reconfigure the four (4) original parcels to five (5) parcels. The adjacent parcels are owned by the applicant and are zoned Residential. The Jasper County Land Development Regulations prohibit creating new parcels in different zoning districts to prevent additional properties from being split-zoned.

She mentioned that according to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation”. The Rural Conservation areas seek to protect and promote the character of Jasper County that largely exists today outside of the municipalities. The adjacent parcels are zoned Rural Preservation and Residential. The adjacent land uses are residential and vacant property. The subject property is accessed by Gassie Orr Road, which is a county-maintained dirt road. The Planning Commission reviewed this application at their meeting on February 11, 2025, and recommended approval to have the property designated as Residential.

Motion to approve: Vice Chairman Rowell

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

18. Lisa Wagner – Consideration of 1st Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 139 Hartwell Avenue, bearing Jasper County Tax Map Number 080-03-00-019 from the Mixed Business Zoning District to the General Commercial Zoning District on the Jasper County Official Zoning Map.

Ms. Wagner was present to review, address and explain the request the request for the consideration of the 1st Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 139 Hartwell Avenue, bearing Jasper County Tax Map Number 080-03-00-019 from the Mixed Business Zoning District to the General Commercial Zoning District on the Jasper County Official Zoning Map. Ms. Wagner noted that is was a zoning map amendment request to have a property designated as General Commercial. The subject property consists of .96 acres and is located at 139 Hartwell Avenue. The property is currently zoned Mixed Business and is part of a commercial subdivision known as Argent Business Park. The property is developed with a commercial building that was built for flex space. The end user intends to use the space as a banquet hall, which is not allowed in Mixed Business. However, a banquet hall is allowed in General Commercial. The property was originally zoned General Commercial, and the zoning was changed to Mixed Business at the end of 2016.

She mentioned that according to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as a Commercial Node, which is appropriate for businesses, offices, retail, and multi-family use. The adjacent parcels are zoned General Commercial, Mixed Business and Rural Preservation. The adjacent land uses are commercial development and vacant property. Multi-family apartments are nearby. Also, she noted that the subject property is accessed by Hartwell Avenue, which is a privately maintained road serving Argent Business Park. Hartwell Avenue is located off of Argent Blvd, which is a minor arterial road and is maintained by the state. The Planning Commission reviewed this application at their meeting on February 11, 2025 and recommends approval to have the property designated as General Commercial.

Motion to approve: Councilman VanGeison

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

19. Lisa Wagner – Consideration of 1st Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 594 Stokes Bluff Landing Road, bearing Jasper County Tax Map Number 003-00-01-009 from the Rural Preservation and Residential Zoning District to the Residential Zoning District on the Jasper County Official Zoning Map.

Ms. Wagner was present to review, address and explain the request the request for the consideration of the 1st Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 594 Stokes Bluff Landing Road, bearing Jasper County Tax Map Number 003-00-01-009 from the Rural Preservation and Residential Zoning District to the Residential Zoning District on the Jasper County Official Zoning Map. Ms. Wagner stated that this was a zoning map amendment request to have a property designated as Residential. The subject property consists of 38 acres and is located at 594 Stokes Bluff Road. The property is currently split zoned Rural Preservation and Residential. The property is separated by Stokes Bluff Road, essentially creating two parcels of land. The portion of the property on the north side of Stokes Bluff is zoned Rural Preservation and is approximately 15.5 acres, while the portion of the property on the south side of Stokes Bluff Road is zoned Residential and is approximately 23 acres. The purpose is to subdivide the property, creating two separate parcels of land, creating a parcel on the north side of Stokes Bluff Road and a parcel on the south side of Stokes Bluff Road.

She noted that according to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Resource Conservation”. The rural conservation areas fall alongside the rivers that flank the east and west of Jasper County. These areas are dominated by hydric soils, which are frequently associated with wetlands. In addition, these soils are very poorly suited to support septic systems. These areas should be used primarily for conservation and recreation. Any development should be very low in impact. The adjacent parcels are zoned Residential with Rural Preservation to the rear of the property (northern property line). Adjacent land uses are residential and vacant property. The subject property is accessed by Stokes Bluff Road, which is a two-lane state-maintained highway classified as a limited local road. She mentioned that the Planning Commission reviewed this application at their meeting on February 11, 2025, and recommends approval to have the property designated as Residential.

Motion to approve: Councilman Sauls

Second: Vice Chairman Rowell

Vote: Unanimous

The motion passed.

20. Lisa Wagner – Consideration of the 3rd Reading of Ordinance #O-2025-04 to Amend Article 2.1.1 of the Jasper County Land Development Regulations, *Exempt Subdivision*, limiting the number of parcels that can be subdivided from a single parcel of land when using the State’s exemption, to 4 individual parcels; to define an existing street and existing easement; Invoking application of the Pending Ordinance Doctrine; and other matters related thereto. (1st reading 12.02.2024; Public Hearing and 2nd reading 01.06.2025)

Ms. Wagner was present to review, address and explain the request the request for the consideration of the 3rd Reading of Ordinance #O-2025-04 to Amend Article 2.1.1 of the Jasper County Land Development Regulations, *Exempt Subdivision*, limiting the number of parcels that can be subdivided from a single parcel of land when using the State’s exemption, to 4 individual parcels; to define an existing street and existing easement; Invoking application of the Pending Ordinance Doctrine.

Ms. Wagner noted that this proposed ordinance seeks to limit the number of parcels that can be subdivided from a single parcel of land using the State’s exemption to 4 parcels. The State’s exemption allows for parcels that are 5 acres and greater where no new street is involved to be subdivided. Currently, the County’s Land Development Regulations do not limit the number of parcels that can be subdivided from a single parcel of land using the State’s exemption. Over the last few years, Jasper County has received several exempt subdivisions that have created large subdivisions with no community facilities, sidewalks, and other things that should be provided for a community. These types of communities should be considered a major subdivision and developed as such. This ordinance also seeks to define an existing street and existing easement.

Analysis: Jasper County Land Development Regulations, Article 2.1.1, *Exempt Subdivision* states, “the division of land into parcels of five acres or more where each parcel abuts an existing road right-of-way or access easement recorded prior to January 1, 2018.”

The State’s exemption states, “the division of land into parcels of five acres or more where no new street is involved, and plats of these exceptions must be received as information by the planning agency which shall indicate that fact on the plats.”

As amended, Article 2.1.1.b would read as follows:

Article 2.1.1, Exempt Subdivision - An exempt subdivision is one which meets one of the following definitions and are included only for the purpose of requiring notification and information to the authorized designee of the Planning Commission, the DSR. The DSR shall be notified by the owner about the exemption, and the plat shall be recorded with the Register of Deeds identifying the exemption from the County's subdivision standards.

- a. The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this Ordinance; or
- b. ~~The division of land into parcels of five acres or more where each parcel abuts an existing road right-of-way or access easement recorded prior to January 1, 2018.~~

The division of land into Parcels of five acres or more, where no new Street or Easement is involved provided, that out of any single tract of land, parcel of lot of land existing as a distinct tax parcel as of July 1, 2024, no more than four (4) such parcels may be created within a five year period.

[Existing Streets or Easements must meet the design standards outlined in Article 7.1 of the Jasper County Land Development Regulations; Roadway Classifications.]

- c. The combination or recombination of entire lots of record where no new street or change in existing streets is involved;
- d. The division of land into parcels for conveyance to other persons through the provisions of a will or similar document, and in the settlement of an intestate's estate or as determined by an order of a court of competent jurisdiction;
- e. Property trades or swaps between immediately adjacent landowners not resulting in the creation of new parcels of record;
- f. Division of land for the purpose of sale or transfer to an immediately adjacent landowner for the sole purpose of enlarging the adjacent landowner's property, and not resulting in the creation of new parcels, or the creation of new nonconforming parcels;
- g. The recordation of a plat of land or property for purposes other than the sale or transfer of title to land including the following:
 - i. The creation or termination of leases, easements, or liens;
 - ii. The creation or termination of mortgages on existing parcels of record, approved subdivisions or commercial projects, partly or undeveloped land;
 - iii. Lot line corrections on existing recorded properties;
 - iv. The creation, termination or amendment of private covenants or restrictions on land; and
 - v. A transfer of title to land not involving the division of land into parcels.
 - vi. *The public acquisition of land for Right-of-Way or Drainage Easements or any Lot or parcel created therefrom.*
 - vii. *A Parcel of land that is proposed to be used as the site for a Utility substation, power line Easements, or Right-of-Way, pumping station, pressure regulating station, electricity regulating substation, gas pressure control station, or similar facilities.*

Ms. Wagner noted that the Planning Commission reviewed this zoning text amendment at their on November 12, 2024 meeting and recommends approval of the ordinance as proposed.

Motion to approve with the removal of the word Commentary (Article 2.1.1, Exempt Subdivision under paragraph B): Vice Chairman Rowell

Second: Councilman Sauls

Vote:

Vice Chairman Rowell: Yes

Councilman Sauls: Yes

Councilman Arzillo: Yes

Chairman Kemp: Yes

Councilman VanGeison: No

The motion passed.

21. Administrator's Report: Mr. Fulghum reviewed the information from his report. There were no Action Items requiring a vote from the Council in the Administrator's Report. He reviewed and gave an update on Heather Rath was present to discuss the Levy Sewer Funding Report for the Levy Limehouse Funding. She gave an overview of where things were and discussed some key points. For additional information please see Our video at video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA .

CONSENT AGENDA

22. Approval of the Minutes 02.27.2025 and 02.28.2025

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

24. Executive Session SECTION 30-4-70.

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

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

Motion to go into Executive Session: Vice Chairman Rowell

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

The County Council returned to Open Session but there was no action coming out of Executive Session.

25. Adjournment:

For more information on this meeting please go to our YouTube Channel for the video go to https://www.youtube.com/channel/UCBmlogX05cKAsHm_ggXCJIA

The County Council adjourned the meeting.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

John A. Kemp
Chairman

Attachment "A"

JASPER COUNTY

CODE OF ORDINANCES REVIEW – CODE ENFORCEMENT

County Council – March 3, 2025

Finger, Melnick, Brooks & LaBruce, P.A.

E. Richardson LaBruce

Brittany L. Ward

35 Hospital Center Common, Ste. 200

Hilton Head Island, SC 29926

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Public Safety

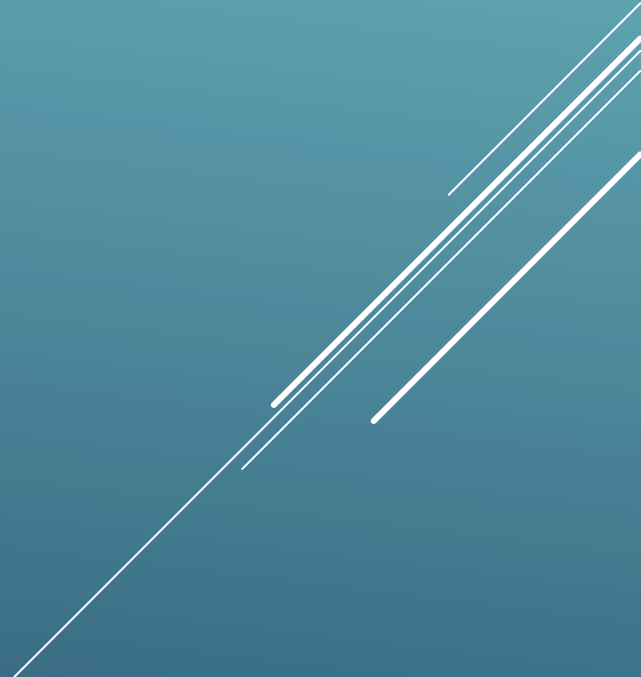
**Fair & Equal
Treatment**

**GOALS OF CODE
ENFORCEMENT**

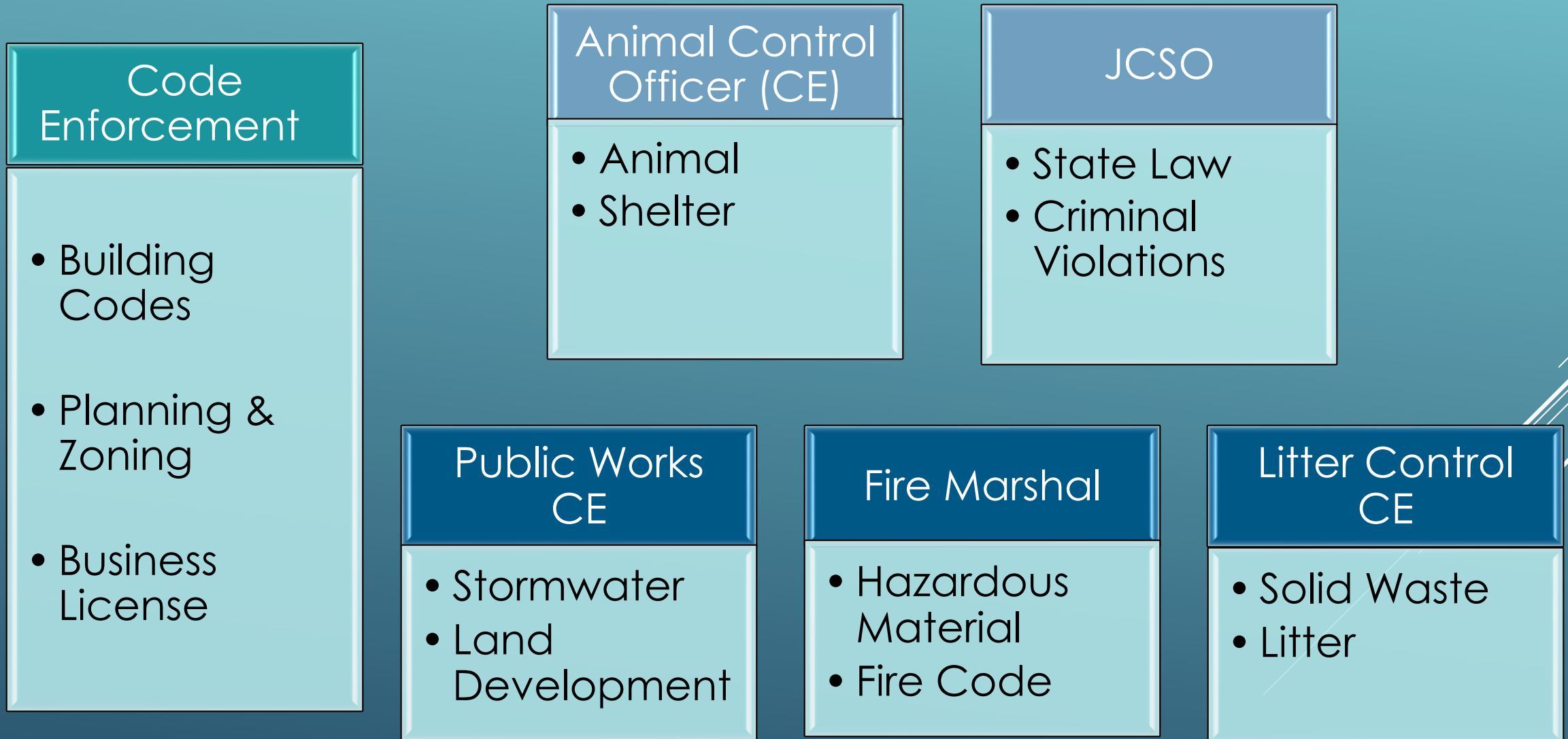
**Deterrence
& Prevention**

**Ensure
Compliance**

CODE ENFORCEMENT LIMITATIONS

- ▶ Only enforcement of County Code violations
 - ▶ Knowledge to properly enforce the Code
 - ▶ Generally, no custodial arrests
 - ▶ Safety Issues for Officer
 - ▶ Right to Enter vs. Trespassing
 - ▶ Ability to carry a firearm
 - ▶ Not a law enforcement officer
 - ▶ Badge? Vest? Uniform?
- 
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SEPARATION OF AUTHORITY



SCOPE OF REPRESENTATION

Included

Review current Code of Ordinance and identify Sections related to Code Enforcement

Provide Administration with amendments to Ordinances related to Code Enforcement authority; after discussing will edit as applicable

Draft documents needed for County Council to approve the amended Ordinances

*Not Included**

Amendments to the Code of Ordinances that are substantive or fundamental to the underlying ordinance

Attendance at workshops, committee meetings or County Council meetings

Assessment of needed personnel to properly implement code enforcement

* Request for additional services is required to be in writing from the Administrator

QUESTIONS & COMMENTS

Finger, Melnick, Brooks & LaBruce, P.A.

E. Richardson LaBruce

Brittany L. Ward

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AGENDA

ITEM # 25

Councilmember's Comments and Discussion

AGENDA

ITEM # 26

Executive Session