

AGENDA

ITEM # 11



Jasper County Engineering Services

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Jasper County Council

Request to name a Public Building and Appointment of a Committee to Evaluate the Request and Make Report and Recommendation to County Council

Meeting Date:	November 17, 2025
Item Number	11
From	Jim Iwanicki, P.E. Director of Engineering Services
Subject:	Resolution 2025-65
Recommendation:	Pass Resolution 2025-65 A Resolution of Jasper County, South Carolina, approving an Intergovernmental Agreement with the City of Hardeeville for improvements to US 278 between Dolnick Road and John Smith Road, and authorizing the County Administrator to execute the Intergovernmental Agreement on behalf of the County.

Description:

Resolution 2025-65 authorizes an IGA with Hardeeville to survey and design an improve on U.S. Highway 278 between Dolnik Drive and John Smith Road and allow the use of Jasper County Transportation Sales Tax Funds, as authorized by Jasper County Ordinance No. O-2024-16 (the "2024 Transportation Sales Tax Ordinance"), to support a portion of the Project.

The IGA was supported by the 1% Transportation Sales Tax Advisory Committee on October 17, 2025 and Council approved the recommendation at their November 3, 2025, meeting

The City of Hardeeville supported the IGA at their November 6, 2025, meeting.

Attachments:

Hardeeville Resolution No. 2025-11-06K
Resolution 2025-65

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
RESOLUTION 2025-65**

A Resolution of Jasper County, South Carolina, approving an Intergovernmental Agreement with the City of Hardeeville for improvements to the intersection of US 278 and Dolnick Road, and authorizing the County Administrator to execute the Intergovernmental Agreement on behalf of the County.

WHEREAS, the Jasper County, South Carolina (the "County") is a body corporate and politic of the State of South Carolina and as such possesses all the general powers granted by the Constitution of the State of South Carolina 1895, as amended (the "Constitution"), and statutes of the State; and

WHEREAS, the County, acting by and through the Jasper County Council (the "Council"), the governing body of the County, desires to cooperate with the City of Hardeeville (the "City") in the design and development of transportation infrastructure projects for the benefit of their mutual residents; and

WHEREAS, the County and the City recognize the importance of improving the capacity and safety of U.S. Highway 278 (Independence Boulevard) between Dolnick Drive and just west of John Smith Road, including the bridge located west of John Smith Road (the "Project"); and

WHEREAS, the County has approved the use of Jasper County Transportation Sales Tax Funds, as authorized by Jasper County Ordinance No. O-2024-16 (the "2024 Transportation Sales Tax Ordinance"), to support a portion of the Project; and

WHEREAS, such funds are intended to be allocated to the survey and design phase of the widening of U.S. Highway 278; and

WHEREAS, Section 4-9-41 of the Code of Laws of South Carolina 1976, as amended, (the "SC Code") authorizes counties to enter into agreements with incorporated municipalities, special purpose districts, and other political subdivisions for the joint administration of functions and the exercise of powers, and to cooperate and contract with such entities as may be necessary to carry out their respective public purposes;

WHEREAS, the County and the City desire to enter into the Intergovernmental Agreement (the "IGA"), attached hereto as Exhibit A and incorporated herein by reference, to define their respective roles and responsibilities with respect to the Project and to ensure the efficient and coordinated expenditure of public funds in the public interest.

THEREFORE, BE IT RESOLVED, by the Jasper County Council in a meeting duly assembled and by the authority of the same, as follows:

Section 1: Findings. The Council ratifies and confirms the findings described above.

Section 2: Approval of the Agreement. The Council approves the Intergovernmental Agreement in substantially the form attached hereto as Exhibit "A". The County Administrator is authorized to execute the Agreement, and, in consultation with the County Attorney, may make or accept minor modifications to the Agreement, as may be necessary and appropriate, to carry out the intent of this Resolution. The execution and delivery of the final form of the Agreement by the County is to serve as conclusive evidence of the approval thereof by the County.

Section 3: Severability. The provisions of this Resolution are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 4: This resolution shall take effect and be in full force immediately after its adoption by the Council.

DONE, RATIFIED AND ADOPTED this _____ day of November 2025.

(SEAL)

John Kemp, Chairman
County Council of Jasper County, South Carolina

Attest:

Wanda Simmons-Giles,
Clerk to County Council

Resolution R-2025-_____
Adopted:

Reviewed for form and draftsmanship by the Jasper County Attorney.

Pope Flynn, LLC

Date

EXHIBIT A

STATE OF SOUTH CAROLINA

1

1

INTERGOVERNMENTAL AGREEMENT

COUNTY OF JASPER

Ordinance No. 2025-11-06K

This Intergovernmental Agreement ("IGA") is entered into on _____, 2025 ("Effective Date"), by and between the City of Hardeeville ("City"), a political subdivision of the State of South Carolina, and Jasper County ("County"), a political subdivision of the State of South Carolina (collectively referred to as the "Parties").

WHEREAS, the City and the County desire to cooperate in the design and development of transportation infrastructure projects for the benefit of their mutual residents; and

WHEREAS, pursuant to Section 4-1-170 and Section 5-7-40 of the South Carolina Code of Laws, 1976, as amended, counties and municipalities are authorized to enter into contracts, joint agreements, and other cooperative arrangements with one another for the performance of functions and the exercise of powers and responsibilities that each is authorized by law to perform; and

WHEREAS, the Parties recognize the importance of improving the capacity and safety of U.S. Highway 278 (Independence Boulevard) between Dolnik Drive and just west of John Smith Road, including the bridge located west of John Smith Road (hereinafter referred to as the “**Project**”); and

WHEREAS, the County has approved the use of Jasper County Transportation Sales Tax Funds, as authorized by Jasper County Ordinance No. O-2024-16 (2024 Transportation Sales Tax Ordinance), to support portions of the Project; and

WHEREAS, the funds are intended to be allocated for the survey and design phase of the widening of U.S. 278 as described herein; and

WHEREAS, the County and City desire to enter into this IGA to clearly define their respective roles and responsibilities and to ensure the efficient expenditure of public funds in the public interest; and

WHEREAS, both Parties agree that this IGA pertains only to survey and design services and will not extend to construction or construction inspection services, which may be addressed under a separate future agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Project Description

The Project shall consist of the widening of U.S. 278 (Independence Boulevard) to three lanes in each direction from approximately Dolnik Drive to just west of John Smith Road, including the bridge west of John Smith Road.

This IGA pertains solely to the surveying and design of the above-described improvements.

A map showing the limits of the Project is attached hereto as Exhibit 1 and is incorporated herein by reference.

2. Responsibilities of Jasper County

a. The County shall be responsible for funding all survey and design costs associated with this portion of the Project.

b. Funding for this work shall be derived from the Jasper County Transportation Sales Tax Program, as authorized by Jasper County Ordinance No. _____

c. The County shall review and approve all consultant selection, scope of services, and budget documents for the survey and design phases.

d. The County shall process payment to the City (or directly to consultants, if mutually agreed) for approved survey and design invoices as outlined in Section 5 below.

3. Responsibilities of the City of Hardeeville

a. The City shall serve as the project lead for managing and administering the survey and design services for this portion of the Project and procure the professional services necessary in order to complete the Project.

b. The City shall provide progress updates and draft deliverables to the County for review and concurrence.

c. The City shall coordinate with the South Carolina Department of Transportation (SCDOT), utilities, and other stakeholders as necessary for the successful completion of the design phase.

4. Project Costs

a. The survey cost is established at \$23,500, as detailed in **Exhibit 2 (Survey Proposal and Cost Summary)** attached hereto and incorporated herein.

b. The design cost will be determined upon receipt of the final consultant proposal and mutually approved by both Parties prior to execution of the consultant contract. The agreed scope and cost shall be documented in **Exhibit 3 (Design Scope and Budget)**, which shall become part of this IGA once finalized.

c. The County's total contribution under this IGA shall include the survey and design costs only, and shall not include construction, right-of-way acquisition, or construction inspection, which may be addressed at a future time pursuant to a separate agreement.

5. Invoicing and Payment

- a. The City shall submit invoices for approved consultant services to the County for reimbursement or direct payment.
- b. The County shall remit payment within **thirty (30) days** of receipt of a complete invoice.

6. Term and Termination

- a. This IGA shall remain in effect until completion of the design phase of the Project, unless terminated earlier by mutual written agreement of the Parties.
- b. Upon completion of the design phase, the Parties shall meet to determine next steps and responsibilities for construction and construction inspection services under a separate agreement.

7. General Provisions

- a. **Termination.** Termination of this IGA, in whole or in part, may occur only by mutual written agreement of the Parties.
- b. **Amendments.** Except as otherwise provided herein, this IGA may not be amended, changed, modified, or altered without prior written consent of the Parties.
- c. **Severability.** In the event that any provision of this IGA shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- d. **Counterparts.** This IGA may be simultaneously executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.
- e. **Governing Law.** This IGA shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. **Captions.** The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this IGA.
- g. **Dispute Resolution.** Any disputes with regard to the Project that cannot be resolved shall first be submitted to mediation with a South Carolina Certified Mediator chosen by the Parties. In the event that the Parties cannot agree to such person, the Parties shall submit the request to the Chief Administrative Judge for the Circuit Court of Jasper County to designate a mediator to conduct the mediation. If the dispute is not resolved during the mediation process, any litigation must be brought in the Court of Common Pleas, 14th Judicial Circuit, Jasper County.
- h. **Notices.** All notices required under this IGA shall be in writing and delivered via U.S. Registered Mail or by email with confirmation of delivery receipt.

i. **Incorporation of Exhibits.** The recitals contained herein above and **Exhibit 1, Exhibit 2 and Exhibit 3** attached hereto are hereby incorporated within this IGA so that their contents are made a substantive part hereof.

8. Entire Agreement

This document constitutes the entire agreement between the City and the County with respect to the subject matter herein and supersedes any prior discussions or understandings relating to this portion of the Project.

IN WITNESS WHEREOF, the Parties have set their hands and seals to this IGA as of the Effective Date.

[Signature Pages to Follow]

[Remainder of Page Intentionally Left Blank]

WITNESS:

JASPER COUNTY, SOUTH CAROLINA

Andrew Fulghum, *County Administrator*

Date

[Jasper County Signature Page to IGA dated _____]

WITNESS:

City of Hardeeville

Joshua A Gruber, City Manager

Date

[City of Hardeeville Signature Page to IGA dated _____]

EXHIBIT 1

Project Map – U.S. 278 (Independence Boulevard) Widening

(From Dolnik Drive to just west of John Smith Road, including bridge west of John Smith Road)



EXHIBIT 2

Survey Proposal and Cost Summary

(Total Survey Cost: \$23,500)



EXHIBIT 3

Design Scope and Budget

(To be added upon approval of final consultant proposal and design fee.)

RESOLUTION No. 2025-11-06K

A RESOLUTION OF THE CITY OF HARDEEVILLE, SOUTH CAROLINA, CITY COUNCIL TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH JASPER COUNTY REGARDING IMPROVEMENTS TO THE INTERSECTION OF US 278 & DOLNICK ROAD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Hardeeville (the "City") and Jasper County (the "County") desire to cooperate in the design and development of transportation infrastructure projects for the benefit of their mutual residents; and

WHEREAS, Section 5-7-40 of the South Carolina Code of Laws, 1976, as amended, authorizes municipalities to enter into contracts, joint agreements, and other cooperative arrangements with counties for the performance of functions and the exercise of powers and responsibilities that each is authorized by law to perform; and

WHEREAS, the City and County recognize the importance of improving the capacity and safety of U.S. Highway 278 (Independence Boulevard) between Dolnik Drive and just west of John Smith Road, including the bridge located west of John Smith Road within the County pursuant to the terms of an Intergovernmental Agreement ("IGA"), attached Exhibit A; and

WHEREAS, the City desires to enter into the IGA.

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

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

PASSED AND ADOPTED by the City Council of the City of Hardeeville, SC this 6th day of November 2025.

CITY OF HARDEEVILLE, SC

By: Harry Williams, Mayor

ATTEST:

Cynthia Oliver
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

Prina C. Maines
CITY ATTORNEY