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This meeting will be held at the Jasper County Council Chambers which is located at 358 Third St., Ridgeland, SC. 29936.

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

To participate in a **Public Hearing for a specific agenda item**, email written public comments to comments@jaspercountysc.gov by 1:00 PM on Tuesday, September 8, 2026, or sign in on the colored Public Hearing Sign-in Sheet on the outside of the Council Chambers Doors before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

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

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

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JASPER COUNTY COUNCIL COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Building
Third Ave, Ridgeland, SC 29936
Tuesday, September 8, 2026

AGENDA

➤ Please silence your phones

4:00 PM:

1. Call the Meeting to Order by Chairman Rowell

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

2. Pledge of Allegiance and Invocation:

3. Approval of the Agenda:

4. Executive Session SECTION 30-4-70.

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

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

Any Executive Session Matter on Which Discussion Has Not Been Completed May Have Discussion Suspended for the Purpose of Beginning the Open Session at Its Scheduled Time, And Council May Return to Executive Session Discussion After the Conclusion of The Open Session Agenda Items.

Note: Please Be Advised, There May Be Votes Based on Items from the Executive Session.

• **Come out of Executive Session:**

• **Return to Open Session:**

➤ **4.1. Council Action to be taken on items as discussed in Executive Session**

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

5. Approval of the Consent Agenda:

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

CONSENT AGENDA ITEMS:

A) **Hunter Smiley** – Consideration of the **3rd Reading** of Ordinance **#O-2026-26** to amend Article 9.6 Accessory Structures of the Jasper County Zoning Ordinance to increase the amount of Dwelling Units allowed for real property over One Hundred (100) Acres that is protected under Conservation Easement. *(1st*

B) **Hunter Smiley** – Consideration of the **3rd Reading** of Ordinance **#O-2026-27** authorizing amendment to the Official Zoning Map of Jasper County by rezoning that certain parcel of real property located along Mendez Farm Road, bearing Jasper County Tax Map Number 040-00-02-106 and containing 1.0 Acre, from Rural Preservation District to Residential District. *(1st Reading 08.03.2026 ; Public Hearing and 2nd Reading 08.17.2026)*

C) **Hunter Smiley** – Consideration of the **3rd Reading** of Ordinance **#O-2026-28** authorizing amendment to the Official Zoning Map of Jasper County by rezoning that certain parcel of real property located along South Okatie Highway, bearing Jasper County Tax Map Number 039-00-08-190 and containing 37.8 Acres from Rural Preservation District to Resource Conservation District. *(1st Reading 08.03.2026 ; Public Hearing and 2nd Reading 08.17.2026)*

D) **Eric Larson** – Consideration of **3rd Reading** of an Ordinance **#O-2026-29** authorizing Jasper County to enter into a purchase and sale agreement with Boundless Enterprises, LLC for the purchase of improved real property with an address of 21563 Whyte Hardee Boulevard, Hardeeville, South Carolina, (TMS 029-38-03-002) and to approve the purchase of such property for use as a county office building and other matters related thereto. *(1st reading 08.03.2026; ; Public Hearing and 2nd Reading 08.17.2026)*

This is the end of the Consent Agenda Items.

6:00 PM: Regular Session

6. PRESENTATION:

A) **Caroline Deevey, SCAC Program Underwriter, Insurance Trust Program** – Presentation and Workers' Compensation Insurance Update

7. CITIZEN COMMENTS:

Open Floor to the Public per Ordinance Number #08-17. Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's 6:00 PM start time on the Sign-In Sheet on the

Podium), to address the Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person, and total public input will be limited to 30 MINUTES.

8. RESOLUTIONS:

A) **Eric Larson** - Consideration of Resolution **#R-2026-53**, a Resolution to approve a Professional Services Agreement with Wyche, P.A. to provide Greenbelt Program Manager services for the Jasper County Greenbelt Program and authorize the County Administrator to execute the agreement and related documents and other matters related thereto. *(This item was removed from the 08.17.2026 Agenda)*

B) **Jim Iwanicki** - Consideration of Resolution **#R-2026-57**, a Resolution to fund the SOLOCO Child Care Pilot Project in the amount of \$18,000.00.

C) **Jim Iwanicki** – Consideration of Resolution **#R-2026-58**, a Resolution of support for a Town of Ridgeland Parks and Recreation Development Fund Project for pathway lighting funding on the Town’s E. Wilson Street Pathway Project for \$90,000.00.

D) **Eric Larson** - Consideration of Resolution **#R-2026-59**, a Resolution to Approve a Professional Services Agreement with Infrastructure Consulting and Engineering, Thomas and Hutton, and Weston and Sampson to provide As-Needed Engineering Services for the Jasper County and authorize the County Administrator to execute the agreement and related documents and other matters related thereto.

E) **Eric Larson** - Consideration of Resolution **#R-2026-60**, a Resolution to Approve a contract change order #1 for the Design Build Services for Various Boat Landing Improvements with Nix Construction Company, Inc. executed May 14, 2026, to provide Services for the Jasper County Sergeant Jasper Park lake bulkhead and kayak launch and authorize the County Administrator to execute the agreement and related documents and other matters related thereto.

F) **Kimberly Burgess** - Consideration of Resolution **#R-2026-61**, a Resolution Approving and Ratifying County Employee Positions.

G) **Eric Larson** – Consideration of Resolution **#R-2026-62**, a Resolution for County Council to commit a 10 % cost share match for a Community Development Block Grant application in the amount of \$750,000 to construct the Coosawhatchie Community Center, and authorize the County Administrator to submit the application and related documents and other matters related thereto.

9. PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

A) **Kimberly Burgess** – Consideration of the **3rd Reading of Ordinance #O-2026-30** an Ordinance Amending the Fiscal Year 2025 – 2026 Jasper County Budget Originally Adopted June 30, 2025 by Ordinance No. O-2025-14 in Accordance with the Local Government Code of the State of South Carolina and the Ordinances and Rules of the County Of Jasper, South Carolina; Where the Total Amount Appropriated is Increased by \$0 to a Grand Total of \$67,255,240, with Revenue and Other Financing Sources Amended to show an Increase of \$0 to a Grand Total of \$67,255,240, Appropriating the Various Amounts thereof, and Repealing all Ordinances or Parts of Ordinances in Conflict Therewith, and Providing an Effective Date. *(This item was tabled at the 07.20.2026 meeting; Public Hearing and 2nd Reading 08.17.2026)*

B) **Jim Iwanicki** – Consideration of Jasper County (the “County”) ceasing to perform Legal Counsel Representation for Freedom of Information Act (“FOIA”) services for the Jasper County Sheriff’s Office and Detention Center.

C) **Jim Iwanicki** – Consideration of Jasper County providing a Silver Sponsorship of \$2500 for the Care Close to Home Sponsorship event on October 22, 2026.

D) **Jim Iwanicki and Councilman VanGeison** – Consideration of appointing 3 members (Ridgeland- Councilwoman Libby Malphrus; Hardeeville- Raskels Rescue, Kirstyn Northrop Cobb; At large - Dr. Laurel Berry) per Resolution #R-2026-55 to the AD HOC committee to evaluate joint animal services operations between Beaufort County and Jasper County.

E) **Jim Iwanicki** – Consideration of Approval of Terreni Law Firm to Represent the Jasper County Aeronautics Commission.

F) **Lisa Wagner** - Consideration of **1st Reading** of an Ordinance Declaring a Temporary Moratorium on the Acceptance of, Review of, and/or Action Upon Applications for Rezoning, Special Exceptions, Special Use Permits, Building Permits, Site Plans, Plan of Development for Siting, Economic Incentives, Fee In Lieu of Taxes or Any Other Form of Incentive, That Would Authorize or Permit the Development or Construction of Data Centers, Data Processing Facilities, Cryptocurrency Mining Operations or any Other Uses Associated With Data Processing Facilities Within Jasper County; And Addressing Other Matters Related Hitherto.

G) **Hunter Smiley** – Consideration of **1st Reading** of an Ordinance Authorizing Amendment to the Official Zoning Map of Jasper County by Rezoning that Certain Parcel of Real Property Located Along Grahamville Road, Bearing Jasper County Tax Map Number 063-32-05-026 and Containing 4.7 Acres, to General Commercial from Residential.

H) **Eric Larson** - Consideration of **1st Reading** of an Ordinance Authorizing Jasper County to enter into a sales agreement with Elite Granite for the purchase of 2.65 acres of improved real property within the Cypress Ridge Business and Industrial Park, Ridgeland, South Carolina, (a portion of TMS 048-00-01-010) and other matters related thereto.

I) **Kimberly Burgess** – Consideration of a **3rd Reading** of Ordinance **#O-2026-25** Authorizing Amendment to the Fiscal Year 2026-2027 Budget to Impose New Fees and Other Matters Related Thereto. *(1st Reading 07.20.2026; Public Hearing and 2nd Reading 08.03.2026)*

10. Administrator's Report:

11. Councilmember Comments and Discussion

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

13. Adjournment

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

CONSENT AGENDA

ITEM # 5A



Jasper County Planning and Building Services

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

Hunter Smiley
Planner
hsmiley@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	September 8 th , 2026
Project:	Zoning Text Amendment
Applicable Articles:	Article 9
Statutory Notices:	First Hearing Held on August 3 rd , 2026 Second Reading & Public Hearing Held on August 17 th , 2026
Submitted For:	3 rd Reading
Recommendation:	Planning Commission recommends approval

Overview

The Planning Department received a request to consider a zoning text amendment that will allow more than 2 dwelling units on a large parcel of land that is under conservation without being made to subdivide the property. The proposed zoning text amendment would be similar to the County's regulations for Hunt Camps and Rural Accessory Seasonal Dwelling Units. The need for this zoning text amendment became apparent when the owner of 2,022 acres of Gregory Neck Plantation contacted the Planning Department about their development proposal, which is strictly for private residential use. The property is subject to a conservation easement, which limits how the property may be used and/or developed in the future, including further subdivision of the property.

The Jasper County Zoning Ordinance (JCZO) does not allow more than 2 single family homes to be built on the same parcel of land without subdividing the property. However, the JCZO does allow a provision for Hunt Camps and Rural Accessory Seasonal Dwelling Units, which allows 1 dwelling unit per 100 acres of land. Using the same methodology for large parcels of land that are under conservation, staff prepared an amendment to Article 9:6 of the Jasper County Zoning Ordinance, Accessory Structures that would allow 1 dwelling unit per 100 acres of land. Based on other properties in Jasper County that have been conserved over the last several years, staff believes this zoning text amendment will be beneficial to other properties that have been permanently protected.

Outline of Text Amendment

After the Planning Commission reviewed the proposed zoning text amendment at their July 14, 2026 Planning Commission Meeting, they recommended that “one dwelling unit for every 100 acres be based on uplands”. The modifications that are being proposed to Article 9:6 of the Jasper County Zoning Ordinance would add a new subsection, 9:6.6, Conservation Easements and Dwelling Units. These changes are shown below in red lettering and also include the recommendation from the Planning Commission:

These modifications are intended to:

- Allow for more than 2 residential units on large parcels of land that are conserved
- Establish provisions that must be met to qualify for this provision

Based on research of neighboring jurisdictions and current zoning text, staff offers the proposed modifications for Article 9 of the Jasper County Zoning Ordinance are found here in red lettering.

9:6.6 Conservation Easements and Dwelling Units

For real property consisting of one hundred (100) acres or more that are subject to conservation easements, multiple dwelling units are allowed, provided:

1. A minimum of 25’ between structures shall be maintained.
2. Building setback shall be 150’ from any public roadway or property line.
3. One dwelling unit is allowed for every 100 acres of uplands.
4. Zoning and Building permits shall be attained prior to construction.

Findings & Analysis

The proposed text amendment would be compatible with current language in Article 9:6.5, Hunt Camps and Rural Accessory Seasonal Dwellings and would benefit large properties that have been permanently protected from commercial development and major subdivisions.

Additional Zoning Ordinance Provisions / Application Requirements

Article 2:1.2 – The County Council shall have final (local) decision-making authority on Zoning Text Amendments pursuant to (S.C. Code §6-29-760):

Article 3:2 – defines and establishes the procedures for Zoning text amendments in Jasper County.

Attachments:

1. Ordinance

**JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-26**

AN ORDINANCE TO AMEND ARTICLE 9.6 ACCESSORY STRUCTURES OF THE JASPER COUNTY ZONING ORDINANCE TO INCREASE THE AMOUNT OF DWELLING UNITS ALLOWED FOR REAL PROPERTY OVER ONE HUNDRED (100) ACRES THAT IS PROTECTED UNDER CONSERVATION EASEMENT

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

WHEREAS, the County Zoning Ordinance among other matters regulates the location and use of buildings, structures and land, the size of yards, the density and distribution of population, and establishes standards for the development of real property in the County; and

WHEREAS, the County Planning Commission (“**Planning Commission**”) recognizes that large parcels of real property placed under conservation easement differ from real property not subject to a conservation easement; and

WHEREAS, the Planning Commission has reviewed a proposed Zoning Text Amendment to Article 9.6.6 (“**Zoning Text Amendment**”) permitting properties of one hundred (100) acres or more which is subject to a conservation easement to have multiple dwelling units located thereon and finds that such proposed Zoning Text Amendment is consistent with the County’s Zoning objectives and its Comprehensive Plan; and

WHEREAS, the Planning Commission recommends approval by County Council of the proposed Zoning Text Amendment allowing multiple dwelling units on real property over one hundred (100) acres which is subject to a conservation easement; and

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

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

1. Amend Jasper County Zoning Ordinance, Article 9.6.6 to read as follows:

9:6.6 Conservation Easements and Dwelling Units

For real property consisting of one hundred (100) acres or more that are subject to conservation easements, multiple dwelling units are allowed, provided:

1. A minimum of 25’ between structures shall be maintained.
2. Building setback is 150’ from any public roadway or property line.
3. One dwelling unit is allowed for every 100 acres of uplands.
4. Zoning and Building permits must be attained prior to construction.

2. **Severability.** If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or application is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.
3. **This Ordinance shall take effect upon approval by Jasper County Council.**

Signatures on following page

W. L. Rowell, III, Chairman
Jasper County Council

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

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

Date

ORDINANCE: # O-2026-26

First Reading: August 3rd, 2026

Second Reading: August 17th, 2026

Third Reading: September 8th, 2026

Considered by the Jasper County Planning Commission at its meeting on
July 16, 2026 and recommended for approval.

CONSENT AGENDA

ITEM # 5B



Jasper County Planning and Building Services

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

Hunter Smiley
Planner
hsmiley@jaspercountysc.gov

Jasper County Planning Commission Staff Report

Meeting Date:	September 8 th , 2026
Project:	Zoning Map Amendment
Current Zoning District	Rural Preservation
Proposed Zoning District	Residential
Parcel Size:	1.0 acres
Applicant:	Walter Antonio Urquilla
Tax Map Number:	040-00-02-106
Statutory Notices:	Public Hearing Notice Posted in Island Packet on 07/31/2026 Public Hearing Notices Sent to Adjacent Property Owners on 07/24/2026 Public Hearing Sign Posted on Property on 07/24/2026 First Reading Held on 8/3/2026 Second Reading & Public Hearing Held on 8/17/2026
Submitted For:	3 rd Reading

Overview

The applicant is requesting the rezoning of one parcel consisting of 1.00 acre from the Rural Preservation (RP) Zoning District to the Residential (R) Zoning District. The purpose of this rezoning is to allow for a second mobile home on the parcel. The Rural Preservation Zoning District requires a minimum lot size of 1 acre per dwelling unit, therefore requiring 2 acres for two units. However, the Residential Zoning District requires a minimum lot size of ½ acre per dwelling unit, therefore requiring 1 acre for two dwelling units. A second mobile home on the same property is a conditional use. The conditions include the following:

- Second unit must be for a family member
- There is a minimum ½ acre per dwelling unit in the Residential Zoning District and 1 acre per dwelling unit in the Rural Preservation Zoning District, so as not to increase the overall density.
- All applicable lot area and setback requirements are met for both units as if they were established separately on their own lots.
- Each unit must be served by individual septic tanks approved by SCDES.

If the rezoning request were approved, the applicant will be able to meet the conditions outlined above for the Residential Zoning District.

Site Information

The subject parcel is located on Mendez Farm Rd. It currently has a residential house on it. Adjacent areas are mostly used for residential purposes with Maurene Plantation directly east of the parcel. Most of the smaller parcels in the immediate vicinity are zoned Residential.

Findings & Analysis

As shown on the Aerial Maps, there are multiple Residential zoned parcels that surround the subject parcel. The purpose of the Residential district is "foster, sustain, and protect areas in which principal use of land is for single-family dwellings and related supported uses." Also seen on the aerial maps is the Rural Preservation district. The purpose of this district is to "preserve, sustain, and protect from suburban encroachment rural areas and resources, particularly forest and agricultural, and maintain a balanced rural-urban environment." Additionally, the Rural Preservation Zoning District is to provide for a rural environment of larger acreage lots.

	Jurisdiction	Zoning District	Use
North	Jasper County	RP	Single Family Residential
South	Jasper County	R	Single Family Residential
East	Jasper County	RP	Single Family Residential
West	Jasper County	R	Single Family Residential

Comprehensive Plan

According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as "Rural Transition". These are areas that are located in southern Jasper County and will likely face development pressure in the near future. Some characteristics of development should include small scale commercial, diversity of housing types, and mixed use to keep the scale and character of the surrounding area.

Traffic and Access

The subject property is accessed by Mendez Farm Road, which is a two-lane privately maintained road classified as a minor road in county standards.

Planning Commission Recommendation

The Planning Commission reviewed this application at their July 14, 2026 Planning Commission Meeting and recommends approval of the zoning map amendment from Rural Preservation Zoning District to the Residential Zoning District.

Additional Zoning Ordinance Provisions / Application Requirements

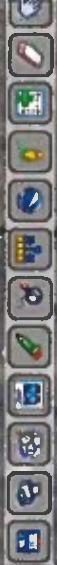
Article 1:4.1 – introduces amendments for the Jasper County Zoning Map.

Article 2:1.2 – establishes the Jasper County Council as a decision-making authority on Zoning Map Amendments pursuant to (S.C. Code §6-29-760)

Article 3:2 – defines and establishes the procedures for Zoning Map amendments in Jasper County.

Attachments:

1. Aerial Maps
2. Ordinance





INTERSECT

RP
040-00-02-151

RES
040-00-02-115

RES
040-00-02-105

RP
040-00-02-106

RES
039-00-06-037

RES
039-00-06-108

RES

039-00-06-038

RES

039-00-06-210

039-00-06-187 RES

040-00

**JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-27**

AN ORDINANCE AUTHORIZING AMENDMENT TO THE OFFICIAL ZONING MAP OF JASPER COUNTY BY REZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED ALONG MENDEZ FARM ROAD, BEARING JASPER COUNTY TAX MAP NUMBER 040-00-02-106 AND CONTAINING 1.0 ACRE, FROM RURAL PRESERVATION DISTRICT TO RESIDENTIAL DISTRICT.

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

WHEREAS, the owner of a parcel of real property (“**Owner**”) consisting of approximately 1.0 acre and bearing County Tax Map Number 040-00-02-106 on Mendez Farm Road (the “**Property**”) has requested a rezoning of the Property and a change to the Official Zoning Map of the County by rezoning the Property from Rural Preservation District to the Residential District; and

WHEREAS, the Owner of the Property submitted such request to the Planning Commission and County Council in accordance with the County’s ordinances, rules and procedures for rezoning; and

WHEREAS, the County Planning Commission has concurred with the recommendations of the County staff set forth in its report for the rezoning of the Property and recommends approval by County Council; and

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

NOW, THEREFORE, BE IT ORDAINED by County Council, in meeting duly assembled, that:

1. County Council finds that in accordance with the staff report and the recommendation of the County Planning Commission that the proposed zoning is consistent with the continued pattern of growth in the vicinity of the Property and is in harmony with the County Comprehensive Plan. Good cause having been shown, the Property, consisting approximately 1.0 acre bearing County Tax Map Number 040-00-02-106 being depicted on the County Official Zoning Map in the Rural Preservation District, shall be reclassified to Residential District.
2. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

3. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of the County, unless expressly so providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.

4. This ordinance shall take effect and be in force upon third reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED AS OF, this 8th day of September, 2026.

Jasper County, South Carolina

W. L. Rowell, III, Chairman
Jasper County Council

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

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

Date

ORDINANCE: # O-2026-27

First Reading: August 3, 2026

Second Reading: August 17, 2026

Third Reading: September 8, 2026

Considered by the Jasper County Planning Commission at its meeting on
July 16, 2026 and recommended for approval.

CONSENT AGENDA

ITEM # 5C



Jasper County Planning and Building Services

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

Hunter Smiley
Planner
hsmiley@jaspercountysc.gov

Jasper County - County Council Staff Report

Meeting Date:	September 8 th , 2026
Project:	Zoning Map Amendment
Current Zoning District	Rural Preservation
Proposed Zoning District	Resource Conservation
Parcel Size:	37.8 acres
Applicant:	Taylor Logan, Planning Manager with BJWSA
Tax Map Number:	039-00-08-190
Statutory Notices:	Public Hearing Notice Posted in Island Packet on 07/31/2026 Public Hearing Notices Sent to Adjacent Property Owners on 07/24/2026 Public Hearing Sign Posted on Property on 07/24/2026 First Reading Held on 8/3/2026 Second Reading & Public Hearing Held on 8/17/2026
Submitted For:	3 rd Reading

Overview

The applicant is requesting the rezoning of one parcel totaling 37.8 acres from the **Rural Preservation (RP)** to the **Resource Conservation (RC)**. The purpose of this rezoning is to facilitate the future planned wastewater treatment capacity. The Beaufort-Jasper Water and Sewer Authority (BJWSA) is a regional public utility provider, serving more than 200,000 residents between both Beaufort & Jasper counties. The Authority operates integrated water supplies, treatment, distribution, and wastewater collection. The proposed zoning map amendment, according to the applicant, “will support BJWSA’s long-term planning strategy and will meet the needs of the community.”

Site Information

The subject parcel is located on the west side of Hwy 315 (S. Okatie Hwy.), just south of Mungin Creek Rd. and a little over a mile due west of the New River. The parcel is located within the general Levy Area. The parcel is surrounded on three sides by a large tract of land that is under conservation and the adjacent parcel to the east consists of environmentally sensitive land.

Findings & Analysis

The proposed zoning district of Resource Conservation is not adjacent to the parcel. However, it is important to note the limited impact of Resource Conservation, and its compatibility with the adjoining parcels. The purpose of the Resource Conservation district is to protect the natural landscape and environment of unincorporated Jasper County. The proposed rezoning does fit the nature of the adjacent parcels that is under conservation and the nearby environmentally sensitive areas. These protected areas would serve as a buffer from any perceived impacts for nearby residential properties. Additionally, Resource Conservation is considered to be a down-zoning to Rural Preservation.

	Jurisdiction	Zoning District	Use
North	Jasper County	RP	Agricultural
South	Jasper County	RP	Agricultural
East	Jasper County	RP	Agricultural
Wet	Jasper County	RP	Agricultural

Comprehensive Plan

According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Transition”, which are areas located in southern Jasper County that will likely be under pressure to develop within the foreseeable future. Development proposals in existing communities, such as Levy-Limehouse, should complement the scale and character of the area.

Traffic and Access

The subject property is accessed by Hwy. 315, which is a two-lane state-maintained road. The access point for the parcel is off Hwy. 315.

Planning Commission Recommendation

Planning Commission recommends approval of the zoning map amendment from Rural Preservation Zoning District to the Resource Conservation Zoning District

Additional Zoning Ordinance Provisions / Application Requirements

Article 1:4.1 – introduces amendments for the Jasper County Zoning Map.

Article 2:1.2 – establishes the Jasper County Council as a decision-making authority on Zoning Map Amendments pursuant to (S.C. Code §6-29-760)

Article 3:2 – defines and establishes the procedures for Zoning Map amendments in Jasper County.

Attachments:

1. Submittal Package provided by BJWSA
2. Wetland Map
3. Ordinance

**JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-28**

AN ORDINANCE AUTHORIZING AMENDMENT TO THE OFFICIAL ZONING MAP OF JASPER COUNTY BY REZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED ALONG SOUTH OKATIE HIGHWAY, BEARING JASPER COUNTY TAX MAP NUMBER 039-00-08-190 AND CONTAINING 37.8 ACRES FROM RURAL PRESERVATION DISTRICT TO RESOURCE CONSERVATION DISTRICT.

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

WHEREAS, the owner of a parcel of real property (“**Owner**”) consisting of approximately 37.8 acres bearing County Tax Map Number 039-00-08-190 and located along South Okatie Highway (the “**Property**”) has requested a change to the Official Zoning Map of the County by rezoning the Property from the Rural Preservation District to Resource Conservation District; and

WHEREAS, the Owner submitted its request to the Planning Commission and County Council in accordance with the County’s ordinances, rules and procedures for rezoning; and

WHEREAS, the County Planning Commission has concurred with the recommendations of the County staff set forth in its report for the rezoning of the Property and recommends approval by County Council; and

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

NOW, THEREFORE, BE IT ORDAINED, by County Council, in meeting duly assembled, that:

1. County Council finds that in accordance with the staff report and the recommendation of the County Planning Commission that the proposed zoning is consistent with the continued pattern of growth in the vicinity of the Property and is in harmony with the County Comprehensive Plan. Good cause having been shown, the Property consisting of approximately 37.8 acres bearing County Tax Map Number 039-00-08-190 being depicted on the County Official Zoning Map in the Rural Preservation District, shall be reclassified to Resource Conservation District.
2. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
3. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of the County, unless

expressly so providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.

4. This ordinance shall take effect and be in force upon third reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED AS OF, this 8th day of September, 2026.

Jasper County, South Carolina

W. L. Rowell, III, Chairman
Jasper County Council

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

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

Date

ORDINANCE: # O-2026-28

First Reading: August 3, 2026

Second Reading: August 17, 2026

Third Reading: September 8, 2026

Considered by the Jasper County Planning Commission at its meeting on
July 16, 2026 and recommended for approval.

CONSENT AGENDA

ITEM # 5D



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	Sept. 8, 2026
Agenda Item:	Item #5E
Project:	Purchase of approximately 0.87 acres of real property located in Hardeeville, South Carolina (TMS #029-38-03-002) from Boundless Enterprises, LLC.
Request:	Consideration of 3 rd Reading of an Ordinance authorizing Jasper County to enter into a purchase with Boundless Enterprises, LLC for the purchase of improved real property with an address of 21563 Whyte Hardee Boulevard, Hardeeville, South Carolina, (TMS 029-38-03-002) and to approve the purchase of such property for use as a county office building and other matters related thereto.
Action Needed:	Approve the Purchase for the acquisition of the property located at TMS #029-38-03-002
Recommendation:	Staff recommends approval of the Purchase with Boundless Enterprises, LLC and authorization for the County Administrator to execute all necessary closing documents, subject to the terms and conditions contained in the agreement.

Description: The proposed Purchase provides for Jasper County's acquisition of approximately 0.87 acres of improved property located in Hardeeville, South Carolina, for a purchase price of \$950,000. The agreement provides the County with a 90-day due diligence (inspection) period to conduct inspections, obtain surveys, environmental reports, and perform any additional evaluations deemed necessary. During this period, the County may terminate the agreement for any reason without further obligation. Closing is scheduled to occur within thirty (30) days following completion of the inspection period and satisfaction of all closing conditions. The agreement also makes the purchase contingent upon approval by Jasper County Council through the adoption of an ordinance. Until Council approval is granted, the agreement is not binding on the County.

Staff Recommendation: Approval of the 3rd reading of an Ordinance for the Purchase for the acquisition of the property located at TMS #029-38-03-002

Attachment: Ordinance 2026-

**JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-29**

AN ORDINANCE AUTHORIZING JASPER COUNTY TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH BOUNDLESS ENTERPRISES, LLC FOR THE PURCHASE OF IMPROVED REAL PROPERTY WITH AN ADDRESS OF 21563 WHYTE HARDEE BOULEVARD, HARDEEVILLE, SOUTH CAROLINA, AND TO APPROVE THE PURCHASE OF SUCH PROPERTY FOR USE AS A COUNTY OFFICE BUILDING AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Boundless Enterprises, LLC (“**Seller**”) is the owner of that certain real property consisting of approximately 0.87 acres with improvements thereon located at 21563 Whyte Hardee Boulevard, Hardeeville, SC and bearing Jasper County Parcel Numbers TMS 029-38-03-002 (the “**Property**”); and

WHEREAS, the County has a current need for additional office space for employees of the County; and

WHEREAS, the County has determined that the Property meets the needs of the County; and

WHEREAS, the County has conducted inspections and reviewed appraisals of the Property and believes the Property will benefit the citizens of the County by providing additional County office space and is the best value currently available to the County; and

WHEREAS, the County and the Seller have agreed to terms as described in the Purchase and Sale Agreement attached hereto as Exhibit A and made a part hereof (the “**PSA**”); and

WHEREAS, the County Council is enacting this Ordinance in order to: (i) authorize the purchase of the Property under the terms of the PSA; and (ii) authorize the execution and delivery of the PSA by the County acting through proper officials.

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

Section 1. Ratification of the Findings

The County Council ratifies and confirms the aforesaid recitals and incorporates the same herein.

Section 2. Authorization for Purchase.

A. Under the laws of the State, the County is authorized to purchase real property.

B. The PSA shall be executed and delivered on behalf of the County by the Interim County Administrator, or his assigns (the “**County Administrator**”) in the form substantially conforming to the draft attached to this Ordinance as Exhibit A, but with such non-material changes as the County Administrator, on the advice of legal counsel, determines to be in the best interest of the County. Following execution, the County Council shall be timely informed of the execution of the PSA and informed as to the final terms thereof and such changes from the current draft as the County Administrator determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and undertakings described in the PSA, and such revisions and undertakings as may be determined by the County Administrator, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

Section 4. Other Documents; Ratification of Prior Actions

In connection with the execution and delivery of the PSA, the County Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the PSA prior to the enactment of this Ordinance are hereby ratified and confirmed.

Section 5. Severability

If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 6. Repealer

Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 7. Inconsistency

All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 8. Effect

This Ordinance shall be enacted upon third and final reading by the County Council.

JASPER COUNTY, SOUTH CAROLINA

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

ATTEST:

Wanda Simmons-Giles, Clerk to Council

ORDINANCE: # O- 2026-29

First Reading: 08.03.2026
Second Reading: 08.17.2026
Public Hearing: 08.17.2026
Enactment: 09.08.2026

It is required that the following Exhibit be attached before the second reading:

PURCHASE AND SALE AGREEMENT.
“Exhibit A”

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

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

Date

EXHIBIT “A”

Purchase and Sale Agreement

AGENDA

ITEM # 6

**Caroline Deevey, SCAC Program Underwriter,
Insurance Trust Program – Presentation and
Workers' Compensation Insurance Update**

***There was no information provided for this
agenda item for the e-packet***

AGENDA

ITEM # 7

Citizen Comments

AGENDA

ITEM # 8A



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	Sept. 8, 2026
Agenda Item:	8.A
Project:	Greenbelt Program Manager Services
Request:	Approve a Professional Services Agreement with the selected firm to provide Greenbelt Program Manager services for the Jasper County Greenbelt Program and authorize the County Administrator to execute the agreement and related documents.
Action Needed:	Approve of Resolution #R-2026-53 the Professional Services Agreement for Greenbelt Program Manager services and authorize the County Administrator to execute all necessary documents.
Recommendation:	Staff recommends that County Council approve the Professional Services Agreement with Wyche, P.A. to provide Greenbelt Program Manager services and authorize the County Administrator to execute the agreement and any documents necessary to implement the contract.

Description: Jasper County issued a Request for Qualifications (RFQ) to solicit qualified firms to provide professional Greenbelt Program Manager services. The Program Manager will be responsible for administering and coordinating the County's Greenbelt Program, including managing conservation and greenspace projects, coordinating with landowners and partner organizations, assisting with grant opportunities, overseeing project schedules and budgets, ensuring compliance with applicable laws and Greenbelt Program policies, and providing technical support and recommendations to County staff and County Council.

Two proposals were received from Wyche, P.A. and West Branch Advisors, LLC. Based on the evaluation, staff recommends entering into a Professional Services Agreement with **Wyche, P.A.** to serve as the Greenbelt Program Manager.

Staff Recommendation: Staff recommends approval of the Greenbelt Program Manager agreement.

Attachment:
Resolution #R-2026-53
PSA with Wyche, P.A.

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-53**

**RESOLUTION OF JASPER COUNTY COUNCIL TO
APPROVE SPECIAL SERVICES CONTRACT WITH
WYCHE, P.A. FOR PROGRAM MANGEMENT AND
RELATED SERVICES FOR JASPER COUNTY
GREENBELT PROGRAM PURSUANT TO THE JASPER
COUNTY PURCHASING AND CONTRACTING
ORDINANCE, AND MATTERS RELATED THERETO**

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

WHEREAS, pursuant to Title 4, Chapter 37 of the Code of Laws of South Carolina 1976, as amended, Ordinance No. 2024-16 enacted by County Council on July 24, 2024 (“**Ordinance 2024-16**”), and a successful referendum held on November 5, 2024, the County is authorized to impose a one percent (1%) sales and use tax (the “**Sales Tax**”); and

WHEREAS, pursuant to Ordinance No. 2026-13 enacted by County Council on April 6, 2026 (“**Ordinance 2026-13**”), the County established the Jasper County Greenbelt Program codified by the adoption of additions to Chapter 25, Article IV of the County’s Code of Ordinances (“**Greenbelt Program**”); and

WHEREAS, Section 25-145 of the Greenbelt Program authorized the County Administrator to engage consultants and other professional to work with the Greenbelt Committee; and

WHEREAS, section 2-413 of the Jasper County Code of Ordinances 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; and

WHEREAS, section 2-413 of the Jasper County Code of Ordinances further provides that the County may contract for special services without the utilization of a bidding process provided the following requirements are met: 1) the department solicits the best possible contract with the provider of such services, 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; and

WHEREAS, the Director of Development Services, in conjunction with the County Administrator and Chief Procurement Officer, solicited Statements of Qualifications pursuant to RFQ-2026-18 on June 18, 2026; and

WHEREAS, Jasper County received two responses and the Director of Development Services, in conjunction with the County Administrator and Chief Procurement Officer have determined that Wyche, P.A. (the “**Contractor**”), a law firm specializing in land preservation and real estate law, is the best and most appropriate provider to assist the County in managing the Greenbelt Program; and

WHEREAS, the Jasper County Administration, in cooperation with the Chief Procurement Officer has solicited the best possible contract, and

WHEREAS, the Jasper County Council desires to utilize the Contractor’s expertise related to real estate and land preservation law, and the provision of related technical and other services; and

WHEREAS, there are sufficient funds in the current fiscal year 2027 Sales Tax fund and as such, the funding will be from this account; and

WHEREAS, in accordance with the above referenced authority, the County, acting by and through its County Council, desires to contract with the Contractor to provide legal services to the Greenbelt Committee.

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

1. It is the specific intent of the County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Jasper County Code of Ordinances.
2. The County, acting by and through its County Council, hereby approves the Contractor’s Response to Request For Qualifications RFQ #2026-18 attached hereto as **Exhibit “A”** and incorporated herein.
3. The County Administrator is hereby authorized and directed to do any and all further acts and actions necessary to implement and carry out the terms and provisions of this Resolution, so long as such acts are reasonably related to the contents and terms of this Resolution.
4. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not

affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

5. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
6. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

Signatures on following page

RESOLVED this 17th day of August, 2026, in meeting duly assembled.

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

ATTEST:

Wanda Hendrix-Giles
Clerk to County Council

Resolution R-2026-53
Adopted: August 17, 2026

It is required that the following Exhibit be attached to this Resolution:

PROFESSIONAL SERVICES CONTRACT.
“Exhibit A”

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

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

Date

EXHIBIT “A”

Professional Services Contract

W Y C H E

Attorneys at Law

CONFIDENTIAL ATTORNEY CLIENT & WORK PRODUCT PRIVILEGED

August 24, 2026

BY E-MAIL

James Iwanicki, Interim County
Administrator - Jasper County
Clementa C. Pinckney Government Building
P.O. Box 1149
Ridgeland, SC 29936

Re: Jasper County Greenbelt Program Manager | Proposed Engagement Agreement

Dear Mr. Iwanicki:

We look forward to serving as Jasper County's valued partner and are pleased to submit this proposed Engagement Agreement to work as the Jasper County Greenbelt Program Manager to Jasper County ("the Project"). As we discussed on August 12, 2026, this Engagement Agreement will clarify and govern our scope of work on behalf of the County and supersedes certain aspects of our Section E Scope of Work Approach to the Response to Request for Qualifications.

As a first phase to ensure that Jasper County can maintain its current Fall 2026 timetable we agree to produce by September 15, 2026:

- initial scoring criteria;
- initial standard operating procedures;
- website content; and
- assist with recommendations for Jasper County's first phase of applications expected in October 2026.

We will continue to complete all other tasks within Year 1 to fully establish the program (*e.g.*, draft Program Compliance Manual, develop Greenbelt Study, facilitate the stakeholder engagement process, and develop Jasper County's own tailored scoring criteria based on the Greenbelt Study).

In addition to the Wyche, P.A. team already recommended by Jasper County in Section A of our Response to Request for Qualifications, which is priced at a discounted rate, we seek approval to add Raleigh West of West Branch Advisors, LLC. Raleigh served previously as the South Carolina Conservation Bank's Executive Director and will serve as our sub-contractor at an hourly rate of \$500. Raleigh would add significant value to our team and help us create a program that will allow Jasper County to serve as a national model.

As requested by the County, we have developed a proposal for a fixed fee and hourly allowance options. Tasks are described on Attachment A. Hourly allowances are based on our discounted

W Y C H E
PROFESSIONAL ASSOCIATION

Post Office Box 12247, Columbia, SC 29211
p: 803.254.6542 f: 803.254.6544
www.wyche.com

August 24, 2026
James Iwanicki
Page 2

fees described on Attachment B. Please note that our fixed fee includes no cap on hours and includes several fees for Year 1 only.

For context, the proposed total figure to establish and administer the program in Year 1 with unlimited hours represents approximately 0.37% of the program's total funding over the program's expected duration¹ and could be compared to Beaufort County's model where the Open Land Trust served until recently as its Rural and Critical Lands administrator (approximately \$175,000 for one consultant only) and Charleston County's current costs to staff its program with 4 full-time employees (approximately \$300,000). This figure, which represents 18.7% of Year 1's expected revenue of \$1.8M, is within recommended range of the 10-25% of annual revenue typically suggested for administrative costs, with the higher range reflecting the cost of establishing a new program.² It would also include access to Wyche, P.A.'s full team of three attorneys and Raleigh West as needed, along with Wyche's administrative support for all aspects of these deliverables, including financial and communications support. By contrast, after Year 1, total cost would decrease to \$249.5K, excluding direct property acquisitions.

It is our understanding that the County requested an estimate of the time and fees associated with a "typical application," from the date of application to closing. At this early stage prior to establishment of the program, we cannot commit to a set time or fee estimate because this will depend on applicable regulations, the size and complexity of the application, both in terms of the initial application review, and appraisal and closing requirements. It is also best practice to conduct site visits, which could require more or less time depending on the acreage. Certain applications would also involve the reimbursement to applicants of due diligence costs (*e.g.*, surveys, title work, plat preparation, appraisals), which would vary depending on the size and complexity of the acquisition.

For comparison, it is our understanding that Beaufort County's Green Space Program is currently trending 5-6 conservation deals per year. However, because of pent-up demand, we anticipate 10-20 applications in Jasper County's program's early stages are foreseeable.

In addition, situations may arise where Jasper County seeks our assistance with buying property directly from property owners that aligns with Greenbelt Study priorities, but that does not align with a non-governmental organization's priorities, in which case we help broker the deal for the County. Our suggested fee accounts for acquisition complexity (not including acquisition and due diligence costs). The fee could be significantly less than this range (or even less than a typical brokerage fee by comparison depending on the sales price if the County were to hire a third-party broker). For example, securing a conservation purchase for a small park with a single, willing seller with no title or regulatory issues would require significantly less time than an acquisition with an unwilling seller or multiple owners, multiple parcels, title issues, or regulatory or land use approval challenges.

¹ Based on an expected \$90M over the program's duration.

² Based on a Year 1 total of \$337K, excluding costs for direct property acquisitions.

W Y C H E

August 24, 2026
James Iwanicki
Page 3

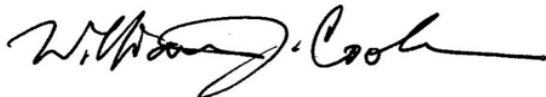
Finally, our rates do not include out-of-pocket expenses and disbursements, which will be billed at cost and itemized separately. We do not anticipate significant travel costs. Mileage is billed at the current IRS standard mileage rate. Wyche, P.A. does **not** charge for standard overhead items such as photocopying, local phone calls, or basic administrative time.

We request that Jasper County maintain an evergreen retainer with us in the amount of \$35,000, against which we may charge our monthly billings of fees and costs. We will ask the County to replenish the retainer to maintain the retainer balance upon the issuance of an invoice. At the conclusion of our representation, we will pay the final fees and related costs and expenses incurred from the retainer and refund any balance to the County or provide a statement for any balance owed to us.

If you or the County has specific billing requirements, please let us know as soon as possible. We will work diligently to meet those requirements and would request that you let us know promptly about any shortcomings on our part so that they can be corrected. One of our foremost concerns is that our clients are satisfied not only with our work but also with our fees and billing practices.

We thank you for the opportunity to assist you in this matter.

Very truly yours,



William J. Cook
wcook@wyche.com

AGREED AND ACCEPTED:

By: _____
James Iwanicki, Interim County Administrator
Jasper County

Task	Task / Deliverable Description	Fee
1	PROGRAM DEVELOPMENT, APPLICATION REVIEW AND RECOMMENDATIONS – Year 1 Lump Sum *yellow highlight indicates Year 1 only start-up fees	\$277,000
1.1	Develop Initial and Final Scoring Criteria	\$5,000
1.2	Develop Initial and Final Standard Operating Procedures	\$5,000
1.3	Develop Program Compliance Manual, including checklists for federal, state, and philanthropic funding sources	\$25,000
1.4	Develop Greenbelt Study	\$35,000
1.5	Facilitate Stakeholder Engagement to Support Greenbelt Study (up to two public meetings)	\$15,000
1.6	Develop and implement an electronic project filing system with real-time access provided to the County	\$2,500
1.7	Attend County Council Meetings, Committee Meetings, and Other Public Meetings as Mutually Agreed (virtual or in person), not to exceed twelve (12) meetings per year under this line item)	\$12,000
1.8	Develop and maintain project tracking system (to be updated at least monthly)	\$2,500
1.9	Review, score, and make recommendations for acquisitions (to include follow-up meetings with grant applicants, property visits, identification of matching grants, and regulatory review as appropriate; and help develop prioritized list for awards). Our work would also include the following requested tasks: - identifying and evaluating all property interests necessary for each project, including fee simple title, conservation easements, access easements, utility easements, and water rights - coordinating due diligence including title searches, surveys, appraisals, environmental site assessments, and boundary determinations; - drafting, negotiating, and finalizing conservation easements, purchase agreements, option agreements, and other transactional documents consistent with Land Trust Alliance Standards and Practices; - pursuing strategic partnerships with organizations such as the Open Land Trust, Lowcountry Land Trust, The Nature Conservancy, Open Space Institute, and Ducks Unlimited to co-fund or co-hold easement acquisitions	\$175,000

	• annual reviews and updates to the Program Compliance Manual, Greenbelt Study, and Scoring Criteria, as appropriate	
2	PROPERTY ACQUISITION SERVICES – Hourly Allowance per acquisition (at hourly rates set forth in the Agreement, not to exceed \$10,000 per acquisition without prior written approval from County)	\$10,000
3	ADMINISTRATIVE SUPPORT TO COUNTY – Year 1 Lump Sum • Assist the County with document review and production related to Freedom of Information Act and other information requests as directed by County staff • Provide monthly accounting of Greenbelt funds, sources of funds, and uses of funds and collaborate with the County's financial advisors and County staff as necessary to help develop quarterly financial reports and the Program Financial Plan (monthly accounting due within ten (10) business days after month end) • Coordinate with the County's bond counsel and financial advisors as needed to help the County make informed recommendations regarding the timing and amount of bond issuances, if relevant, based on the Program Financial Plan • Coordinate with any other third-party advisor secured by the County, including consultants or any project managers, on Greenbelt issues • Support Jasper County staff with day-to-day administrative functions, including correspondence management, meeting coordination, and information requests • Communicate with Jasper County staff as needed and attend internal staff meetings as mutually agreed (in person or virtual) • Maintain current inventory of available matching programs (updated at least quarterly) and assist Jasper County staff with preparation of grant applications if needed to supplement Greenbelt funds • Provide written content support to County staff for Greenbelt website • Provide content support to County staff on issues related to communications on social media platforms	\$60,000

	• Assist County staff with content and design for mailers, brochures, fact sheets, or other materials for public distribution as mutually agreed with the County	
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Statement of Hourly Rates

1. Overview

Wyche, P.A. is pleased to submit the following statement of discounted hourly rates in connection with the above-referenced Request for Proposal. In addition to the suggested fixed fees set forth on Attachment A, the rates set forth below represent discounted billing rates for the scope of services described in our proposal to Jasper County and are offered subject to the terms and conditions outlined herein.

2. Standard Hourly Rates by Category

Category	Hourly Rate	Notes
Member	\$500	Project Manager & Attorney Team Members (Will Cook, Rita Bolt Barker, Cary Hall)
Subcontractor	\$500	Raleigh West
Accounting Staff	\$250	Devario Bruster
Communications Staff	\$300	Lauren Roach

Rates are quoted in U.S. dollars and reflect discounted hourly billing.

3. Expenses and Disbursements

Hourly rates do not include out-of-pocket expenses and disbursements (*e.g.*, filing fees, expert witness fees, travel, court reporter costs, and third-party vendor charges), which will be billed at cost and itemized separately. We do not anticipate significant travel costs. Mileage is billed at the current IRS standard mileage rate. Wyche, P.A. does **not** charge for standard overhead items such as photocopying, local phone calls, or basic administrative time.

4. Billing Increments and Practices

For hourly billing, time is recorded in increments of 1/10th of an hour. Invoices are issued on a monthly basis and include a summary of tasks performed, timekeeper, applicable rate, and hours billed as applicable. Fixed or lump sum fees are divided into twelve payments and payable monthly.

AGENDA

ITEM # 8B

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION # R-2026-57**

**A RESOLUTION OF SUPPORT FOR A CHILDCARE AND EARLY LEARNING
DEMONSTRATION PROJECT UTILIZING THE TRI-SHARE FUNDING MODEL**

WHEREAS, Jasper County is a member of the Southern Lowcountry Regional Board (SOLOCO), a regional think tank that identifies the problems and opportunities that face the entire southern low country, as defined by the members and regardless of municipal or county boundaries; and

WHEREAS, there are childcare and early learning agencies in our community that provide services to working class parents; and

WHEREAS, Jasper County, in partnership with other members of SOLOCO, desires to develop and launch a pilot demonstration project using the Tri-Share funding model being employed in other locales; and

WHEREAS, Childcare and Early Learning in South Carolina is in crisis, with too many working-class families unable to afford or find quality Childcare and Early Learning; with the result that too few South Carolina children (36%) reach kindergarten and first grade with the development and skills necessary to undertake a successful lifetime of learning and education; and

WHEREAS, the crisis in Childcare and Early learning has an adverse effect on workforce availability and results in an estimated \$1.4 billion loss to the South Carolina economy; and

WHEREAS, there is a useful and innovative Childcare and Early Learning supplemental funding model called Tri-Share that is being successfully employed in other locales to expand the availability and affordability of Childcare and Early Learning, enables tax dollars to be spent more efficiently and effectively, and which appears to be readily adaptable for use in South Carolina.

NOW, THEREFORE, BE IT RESOLVED by the Jasper County Council, in meeting duly assembled, that Jasper County Council, as a member of SOLOCO, hereby pledges to commit funding in an amount not to exceed \$18,000 as part of its Fiscal Year 2027 Budget for the express purposes of developing, launching, and participating in a tri-share pilot program to be carried out by the members of SOLOCO within both Beaufort and Jasper Counties.

Adopted this the 8th day of September, 2026, in meeting duly assembled.

Signature on following page

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

ATTEST:

Wanda H. Giles, Clerk to County Council

Resolution R-2026-57
Adopted: September 8 , 2026

Tri-Share Childcare Funding Pilot Program Beaufort County & Jasper County, South Carolina July 2026 Work in Progress

Purpose

To launch a regional Tri-Share Childcare Pilot Program that demonstrates an innovative, sustainable approach to making quality childcare more affordable and strengthening the local workforce. The ultimate objective is to create a successful model that can be expanded and adopted statewide across South Carolina.

Pilot Philosophy

This proposal is intended as a starting point rather than a finished product. The purpose of a pilot is to test assumptions, gather data, identify improvements, and refine the model before pursuing statewide implementation. Launching quickly and evaluating results will be more valuable than delaying implementation in pursuit of a perfect design.

Program Overview

What: Tri-Share Childcare Funding Pilot Program

Where: Beaufort County and Jasper County, South Carolina

Participants:

Local Beaufort & Jasper County government entities

Local Employers

Local Working Parents/Guardians

Local Licensed Early Childhood Care Providers

A Local Program Administrator

Program Goals

The pilot program is designed to:

- Make quality early childhood education and care more affordable for working families.
- Help employers recruit and retain employees
- Improve workforce participation and economic productivity
- Provide childcare centers with stable, predictable revenue
- Strengthen the availability and quality of early childhood education during the critical birth-to-five years
- Demonstrate a scalable model that can be implemented across South Carolina

Why This Matters, Why Tri-Share

Access to affordable, high-quality childcare has become one of the most significant barriers to workforce participation. Families often earn too much to qualify for public assistance but not enough to comfortably afford childcare. At the same time, childcare providers struggle with rising operating costs, and employers experience ongoing workforce shortages caused by childcare challenges.

More than 8,200 families in Beaufort and Jasper counties, with children under the age of 5, fall into the prime workforce demographic. The Tri-Share childcare funding model addresses the affordability challenge by distributing the cost among the three primary beneficiaries while recognizing the broader economic benefit to the community.

For example, Accommodation and Food Services is the largest employment segment in Beaufort County. Workers in this segment have an average annual salary of \$33,748, or \$2,812 per month. Average childcare for a single parent with an infant and a 4-yr old is \$1,681. That leaves \$1,131 for all other monthly expenses including rent and food.

In this example, the Tri-Share program would reduce the cost for the parent by \$1,120 leaving them with \$2,251 for all other expenses after childcare.

The Tri-Share Model

The program is built on a simple principle: the cost of childcare is shared equally among three partners. This shared investment creates a more sustainable system than expecting any single stakeholder to bear the full financial burden.

- **The employee**, making childcare more affordable for working families
- **The employer**, improving employee recruitment, retention, and attendance
- **The municipality or county**, supporting workforce development and local economic growth



Proposed Pilot Framework

Program Administration

A trusted local organization will administer the program, such as:

- United Way of the Lowcountry
- Community Foundation of the Lowcountry
- Coastal Community Foundation

Responsibilities include collecting funds, verifying eligibility, distributing payments, and managing program reporting.

Cost-Sharing Formula

One-third of the total cost of care will be paid by each participant:

- Employee/Parent: 33⅓%
- Employer: 33⅓%
- Municipality or County: 33⅓% - **dollars invested by municipality or county governments will support families within their own geographical region**

Employer Process

Participating employers will:

- Enroll eligible employees – based on eligibility guidelines
- Collect the employee's share through payroll deduction
- Contribute the employer's share
- Submit all payments to the program administrator for monthly distribution to participating childcare providers

It is important to note that employers may participate in Tri-Share while also claiming the 45F credit. The 33% share of childcare costs contributed by the employer could count as a "qualified childcare expenditure" under 45F, meaning the employer can claim 40% (or 50% for small businesses) of those expenses at the end of the year. Employers should consult their CPA for details on this possibility.

Provider Eligibility

Participating early education and care providers will:

- Maintain up to date licensing by the Department of Social Services
- Meet, yet to-be-established quality standards or ratings (*potentially State of SC rating scale*)
- Agree to program participation requirements

Family Eligibility

Income eligibility will be based on a defined percentage of the Federal Income Poverty Guideline (FPG). More specifically, the model is intended to fill a gap for families who do not qualify for the state's ABC tuition scholarship but make less than 300% of the FPG.

Desired Long-Term Outcomes

A successful pilot in Beaufort and Jasper Counties will provide measurable evidence showing:

- Increased workforce participation
- Improved employee retention and decreased cost of recruiting, hiring, and training
- Expanded access to affordable early childhood education and care
- Increased kindergarten readiness scores in Beaufort & Jasper counties
- A tested framework for statewide adoption and funding by the State of South Carolina

Core Development Team:

Mayor Harry Williams – City of Hardeeville

Dale Douthat – President and CEO, United Way of the Lowcountry

Tom Henz – VP, Hilton Head – Bluffton Chamber of Commerce

Ashley Hutchison – Director of Readiness – Beaufort County School District

Jody L Levitt – Executive Director, The Children's Center

Forrest Alton – Co-Founder & President, 1000 Feathers Consulting

AGENDA

ITEM # 8C

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION # R-2026-58**

**A RESOLUTION TO SUPPORT A TOWN OF RIDGELAND PARKS AND RECREATION
DEVELOPMENT FUND PROJECT FOR PATHWAY LIGHTING FOR THE TOWN'S
EAST WILSON STREET PATHWAY PROJECT IN THE AMOUNT OF \$90,000.00**

WHEREAS, on July 16, 2026, Alesha C. Cushman, Grants Coordinator for South Carolina Department of Parks, Recreation & Tourism sent a letter notifying Jasper County, the Town of Ridgeland and the City of Hardeeville that the Jasper County entities were eligible to use the allocated \$90,363.53 Parks and Recreation Development Funding (PARD) grant; and

WHEREAS, the Town of Ridgeland has a Pathway Lighting Project as part of their East Wilson Street Pathway Project; and

WHEREAS, the Town of Ridgeland's Manager, The City of Hardeeville's Manager, and Jasper County's Interim Administrator met to discuss the PARD funding, and the consensus was to support the Town of Ridgeland's East Wilson Street Pathway Lighting Project for \$90,000.00; and

NOW, THEREFORE, BE IT RESOLVED by the Jasper County Council, in meeting duly assembled, that: Jasper County Council hereby support the Town of Ridgeland applying for \$90,000.00 in PARD funding for lighting on their East Wilson Street Pathway Project

SO RESOLVED, this _____ day of September, 2026.

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

ATTEST:

Wanda H. Giles, Clerk to County Council

Resolution R-2026-58
Adopted: September 8, 2026

DISCOVER

South Carolina

South Carolina Department of
Parks, Recreation & Tourism

Henry McMaster
Governor

Duane N. Parrish
Director

MEMORANDUM

TO: Project Sponsors

FROM: Alesha C. Cushman, Grants Coordinator 
SC Department of Parks, Recreation & Tourism

DATE: July 16, 2026

SUBJECT: FY 2026-2027 PARD Funds Allocations

I am pleased to announce 2027 allocations and to provide the Parks and Recreation Development Fund (PARD) annual report. The program has funded from July 1, 2025 – June 30, 2026: 77 new projects totaling \$2,973,828.29. 2027 PARD allocations consist of \$500,000.00 in state appropriated recurring funds and Bingo Tax collections from July 1, 2025 – June 30, 2026. PARD Funds will now consist of the total amount of available funds within each county area, including current FY27 allocations and any unobligated funds carried forward from previous fiscal years. Please be aware PARD Funds will not be broken down based on the year funds are allocated anymore (due to Proviso 49.10).

Should you have any questions or need additional information please contact me at 803-734-0185 or acushman@scprt.com. I have attached two reports:

- **Attachment A:** Available Funds - The total includes any previous balance(s) and new 2027 funds. *(Please note this is subject to change due to pending application(s) that will receive approval after this notification.)*

Important information: Under Proviso 49.10, PARD Funds may remain unexpended indefinitely; once a project is approved utilizing these funds, the project sponsor will have 3 years to complete and close out the project. Extensions will not be granted on approved projects past three years. These funds will not be lost; they will revert to the county account.

ATTACHMENT A

Parks and Recreation Development (PARD) Fund
Available Balance for FY 26-27

<u>Program Area</u>	<u>Year</u>	<u>County Name</u>	<u>PARD Available Balance</u>
PARD County Area Funds	FY27	Abbeville County	\$77,160.62
PARD County Area Funds	FY27	Alken County	\$99,200.73
PARD County Area Funds	FY27	Allendale County	\$177,931.59
PARD County Area Funds	FY27	Anderson County	\$249,496.63
PARD County Area Funds	FY27	Bamberg County	\$25,082.68
PARD County Area Funds	FY27	Barnwell County	\$28,298.52
PARD County Area Funds	FY27	Beaufort County	\$392,625.58
PARD County Area Funds	FY27	Berkeley County	\$239,201.44
PARD County Area Funds	FY27	Calhoun County	\$50,550.37
PARD County Area Funds	FY27	Charleston County	\$231,257.05
PARD County Area Funds	FY27	Cherokee County	\$41,465.57
PARD County Area Funds	FY27	Chester County	\$162,440.41
PARD County Area Funds	FY27	Chesterfield County	\$56,182.36
PARD County Area Funds	FY27	Clarendon County	\$60,340.64
PARD County Area Funds	FY27	Colleton County	\$54,292.91
PARD County Area Funds	FY27	Darlington County	\$141,999.64
PARD County Area Funds	FY27	Dillon County	\$31,444.25
PARD County Area Funds	FY27	Dorchester County	\$178,701.97
PARD County Area Funds	FY27	Edgefield County	\$48,137.53
PARD County Area Funds	FY27	Fairfield County	\$66,159.73
PARD County Area Funds	FY27	Florence County	\$302,823.80
PARD County Area Funds	FY27	Georgetown County	\$87,378.40
PARD County Area Funds	FY27	Greenville County	\$425,603.32
PARD County Area Funds	FY27	Greenwood County	\$94,937.25
PARD County Area Funds	FY27	Hampton County	\$123,492.49
PARD County Area Funds	FY27	Horry County	\$155,179.10
PARD County Area Funds	FY27	Jasper County	\$90,363.53
PARD County Area Funds	FY27	Kershaw County	\$122,539.31
PARD County Area Funds	FY27	Lancaster County	\$83,698.60
PARD County Area Funds	FY27	Laurens County	\$142,360.17
PARD County Area Funds	FY27	Lee County	\$206,765.33
PARD County Area Funds	FY27	Lexington County	\$781,898.66
PARD County Area Funds	FY27	Marion County	\$60,204.26
PARD County Area Funds	FY27	Marlboro County	\$30,182.55
PARD County Area Funds	FY27	McCormick County	\$171,189.29
PARD County Area Funds	FY27	Newberry County	\$47,081.28
PARD County Area Funds	FY27	Oconee County	\$309,005.70
PARD County Area Funds	FY27	Orangeburg County	\$244,845.72
PARD County Area Funds	FY27	Pickens County	\$110,624.59
PARD County Area Funds	FY27	Richland County	\$178,904.49
PARD County Area Funds	FY27	Saluda County	\$54,748.68
PARD County Area Funds	FY27	Spartanburg County	\$301,697.55
PARD County Area Funds	FY27	Sumter County	\$118,876.33
PARD County Area Funds	FY27	Union County	\$40,612.07
PARD County Area Funds	FY27	Williamsburg County	\$154,081.42
PARD County Area Funds	FY27	York County	\$151,172.50

AGENDA

ITEM # 8D



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	Sept. 8, 2026
Agenda Item:	8.D
Project:	As-Needed Engineering Services
Request:	County Council is requested to consider and approve Professional Services Agreements with Infrastructure Consulting and Engineering, LLC; Thomas & Hutton, Inc.; and Weston Sampson Engineering, Inc. to provide as-needed engineering services for Jasper County.
Action Needed:	Approve Resolution R-2026-59. County Council is asked to approve the Professional Services Agreements with Infrastructure Consulting and Engineering, LLC; Thomas & Hutton, Inc.; and Weston Sampson Engineering, Inc., and authorize the appropriate County officials to execute the agreements.
Recommendation:	Staff recommends approval of the Professional Services Agreements with the three selected engineering firms for as-needed engineering services.

Description: Jasper County issued RFQ No. 2026-17 to solicit qualifications from engineering firms to provide professional engineering services on an as-needed basis. Following the evaluation of twenty (20) responses, Infrastructure Consulting and Engineering, LLC, Thomas & Hutton, Inc., and Weston Sampson Engineering, Inc. were selected to provide engineering support for County projects and initiatives. The Professional Services Agreements establish the terms and conditions for engaging these firms for individual engineering assignments as needed.

Staff Recommendation: Staff recommends Councils approval of the Professional Services Agreements with the three selected engineering firms for as-needed engineering services.

Attachment:
Resolution #R-2026-

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-59**

**A RESOLUTION OF JASPER COUNTY COUNCIL, SOUTH CAROLINA,
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
INFRASTRUCTURE CONSULTING AND ENGINEERING, LLC, THOMAS
AND HUTTON, INC., AND WESTON SAMPSON ENGINEERING, INC. TO
PROVIDE AS-NEEDED ENGINEERING SERVICES FOR JASPER
COUNTY; AND OTHER MATTERS RELATED THERETO.**

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

WHEREAS, the County issued RFQ# 2026-17 on June 17, 2026 (the “**RFQ**”) for as-needed engineering services for the County, a copy of which is attached hereto as **Exhibit “A”**; and

WHEREAS, twenty (20) engineering firm responded to the RFQ with proposals and qualification which were subsequently evaluated by the County; and

WHEREAS, Infrastructure Consulting and Engineering, LLC, Thomas & Hutton, Inc., and Weston Sampson Engineering, Inc. were selected by the County; and

WHEREAS, contracts for each of the three (3) firms are attached hereto as **Exhibit “B”**, **Exhibit “C”**, and **Exhibit “D”**, respectively (collectively, the “**Contracts**”); and

WHEREAS, the County desires to execute the Contracts to define the scope of the engineering services to be provided to the County and the obligations of the respective parties.

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

1. It is the specific intent of the County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Jasper County Code of Ordinances.
2. The County Council approves the Contracts in substantially the form attached hereto as **Exhibit “B”**, **Exhibit “C”**, and **Exhibit “D”**.
3. The County Council Chairman or County Administrator are authorized to execute the Contracts on behalf of County Council, and, in consultation with the County Attorney, may make or accept minor modifications to the Contracts, as may be necessary and appropriate, to carry out the intent of this Resolution.

4. The execution and delivery of the final form of the Contracts by the County shall serve as conclusive evidence of the approval thereof by the County.
5. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
6. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
7. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

Signature on following page

RESOLVED this ____ day of August, 2026, in meeting duly assembled.

_____(SEAL)
W. J. Rowell III, Chairman
County Council of Jasper County, South Carolina

ATTEST:

Wanda H. Giles
Clerk to County Council

Resolution R-2026-59
Adopted: September 8, 2026

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

Burr & Forman LLP
Walter J. Nester, III
Partner

Date

EXHIBIT A
RFQ

EXHIBIT B

EXHIBIT C

EXHIBIT D

AGENDA

ITEM # 8E



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	Sept. 8, 2026
Agenda Item:	8E
Project:	Various Boat Landing Improvements (adding Sergeant Jasper Park lake improvements)
Request:	County Council is requested to consider a proposed change order for additional construction services associated with the County's various boat landing improvement projects. The proposed change order will address additional project needs and increase the existing contract with Nix Construction Company, Inc. by \$159,508.00.
Action Needed:	Approve Resolution R-2026-60, authorizing the Change Order and granting the County Council Chairman or County Administrator authority to execute the Change Order and related documents on behalf of the County.
Recommendation:	Staff recommends approval of the proposed Change Order based on the need to complete the additional construction services associated with the boat landing improvement projects, subject to confirmation of available funding and review by the County Attorney.

Description: The County desires to add an additional project to the current Design Build contract for Various Boat Landings Improvements. These improvements include repairing the lake edge at Sergeant Jasper Park with timber bulkhead and installing a kayak launch.

Staff Recommendation: Consider approval of a \$159,508 change order with Nix Construction Company, Inc. for additional construction services related to improvements at various Jasper County boat landings, increasing the total contract amount to \$1,197,812.

Attachment:
Change Order #1
Resolution #R-2026-
Map

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-60**

**A RESOLUTION OF JASPER COUNTY COUNCIL, SOUTH CAROLINA,
APPROVING A CHANGE ORDER TO A CONSTRUCTION CONTRACT
WITH NIX CONSTRUCTION COMPANY, INC. FOR IMPROVEMENTS TO
VARIOUS BOAT LANDINGS IN THE COUNTY, AND OTHER MATTERS
RELATED THERETO.**

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

WHEREAS, the County and Nix Construction Company, Inc. (the “**Contractor**”) entered into that certain AIA Standard Form of Agreement Between Owner and Design-Builder dated May 14, 2026 (the “**Contract**”), attached hereto as **Exhibit “A”** and incorporated herein, for the construction of improvements to various boat landings within the County for a total Contract price of \$1,038,304.00; and

WHEREAS, the County and the Contractor have agreed to a change order for additional construction services (the “**Change Order**”) attached hereto as **Exhibit “B”** and incorporated herein; and

WHEREAS, the Change Order cost is \$159,508.00 (the “**Change Order Cost**”); and

WHEREAS, the County desires to execute the Change Order as an amendment to the Contract to define the scope of the requested changes and to allow the completion of the various boat landing projects within the County.

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

1. It is the specific intent of the County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Jasper County Code of Ordinances.
2. The County Council approves the Change Order and the Change Order Cost in substantially the form attached hereto as **Exhibit “B”**.
3. The County Council Chairman or County Administrator are authorized to execute the Change Order on behalf of County Council, and, in consultation with the County Attorney, may make or accept minor modifications to the Change Order, as may be necessary and appropriate, to carry out the intent of this Resolution.

4. The execution and delivery of the final form of the Change Order by the County shall serve as conclusive evidence of the approval thereof by the County.
5. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
6. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
7. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

Signature on following page

RESOLVED this 8th day of September, 2026, in meeting duly assembled.

_____(SEAL)
W. J. Rowell III, Chairman
County Council of Jasper County, South Carolina

ATTEST:

Wanda H. Giles
Clerk to County Council

Resolution R-2026-60
Adopted: September 8 __, 2026

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

Burr & Forman LLP
Walter J. Nester, III
Partner

Date

EXHIBIT A
Contract

EXHIBIT B
Change Order

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Jasper County - Various Boat Landing Improvements - 2026	CONTRACT INFORMATION: Contract For: Design Build Services for Various Boat Landing Improvements RFP#2026-11 Date: 08-19-2026	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 09-09-2026
OWNER: <i>(Name and address)</i> Jasper County Council 358 Third Avenue, PO Box 1149, Ridgeland, SC	ARCHITECT: <i>(Name and address)</i> N/A	CONTRACTOR: <i>(Name and address)</i> Nix Construction Company Inc. P.O. Box 7667 Hilton Head Island, S.C. Hilton Head Island, SC 29938-7667

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The addition of approximately 400 LF of timber bulkhead and new kayak launch at Sergeant Jasper Park. See attached exhibits.

The original Contract Sum was	\$ 1,038,304.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,038,304.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 159,508.00
The new Contract Sum including this Change Order will be	\$ 1,197,812.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 12-31-2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

		
ARCHITECT <i>(Signature)</i>	CONTRACTOR <i>(Signature)</i>	OWNER <i>(Signature)</i>
BY: N/A	BY: Travis Yawn VP of Construction	BY: Eric W. Larson, PE
<i>(Printed name, title, and license number if required)</i>	<i>(Printed name and title)</i>	<i>(Printed name and title)</i>
Date	Date	Date

PROJECT : Jasper County Boat Landings RFP#2026-11
OWNER : Jasper County
ARCHITECT:
G. CONTRACTOR: Nix Construction Company, Inc.
DATE : August 17, 2026



RE: CHANGE PROPOSAL # 01 - Bulkhead & Kayak Launch at Sgt. Jasper Park							
DESCRIPTION OF WORK	ADDITIONAL DAYS	QUANTITY	UNIT	MATERIAL	LABOR	SUB CONTRACT	TOTALS
SUBCONTRACTOR COST							
							0.00
							0.00
							0.00
							0.00
Total For Subcontractor Work	0			0.00	0.00	0.00	0.00
NIX LABOR & MATERIALS COST							
Marine Hardware		1.00	LS	6,850.00			6,850.00
Marine Lumber		1.00	LS	33,600.00			33,600.00
EZ Dock - Float & Kayak Launch		1.00	LS	9,500.00			9,500.00
Marine Construction - (Equipment, Labor, Supervision)		1.00	LS		104,758.00		104,758.00
Debris Removal (trees, unsuitables)		1.00	LS	5,000.00			5,000.00
							0.00
							0.00
Total For Nix Construction Labor & Materials	0			64,750.00	104,758.00	0.00	\$159,508.00
Sub Total for Sub + Nix Work							\$159,508.00
NIX GENERAL CONDITIONS AND BOND FEES							
General Conditions Cost (4.2%)							\$0.00
Bond (2%)							\$0.00
Total for Nix General Conditions + Bond Fees							\$0.00
CONTRACTOR'S FEE							
G. Contractors Fee on Subs Work = (15%)							\$0.00
G. Contractors Fee on Nix Work = (15%)							\$0.00
Nix Total Mark Up = 8% on Sub + 15% on Nix Cost							\$0.00
Grand Total = Sub Work + Nix Work + G.C./ Bond + Nix Fees							\$159,508.00

Contract Status Detail	
The Original Contract Amount was	\$1,038,304.00
Total Changes Orders Previously Approved	\$0.00
The Contract Amount Prior to this Change Proposal was	\$1,038,304.00
Add Cost For This Change Proposal	\$159,508.00
The Potential Revised Contract Amount is	\$1,197,812.00
The Time Extension Requested (Calendar Days)	0 DAYS

NOTES / CLARIFICATIONS
The above costs includes all labor, material, taxes, and fees for 400LF of Bulkhead. See attached for supporting documents. Unit Cost Per LF = \$363.00 if additional bulkhead is desired.

PROJECT : Jasper County Boat Landings RFP#2026-11
 OWNER : Jasper County
 ARCHITECT:
 G. CONTRACTOR: Nix Construction Company, Inc.
 DATE : August 17, 2026



RE: CHANGE PROPOSAL # 01 - Bulkhead & Kayak Launch at Sgt. Jasper Park							
DESCRIPTION OF WORK	ADDITIONAL DAYS	QUANTITY	UNIT	MATERIAL	LABOR	SUB CONTRACT	TOTALS
SUBCONTRACTOR COST							
							0.00
							0.00
							0.00
							0.00
Total For Subcontractor Work	0			0.00	0.00	0.00	0.00
NIX LABOR & MATERIALS COST							
Marine Hardware		1.00	LS	6,650.00			6,650.00
Marine Lumber		1.00	LS	33,600.00			33,600.00
EZ Dock - Float & Kayak Launch		1.00	LS	9,500.00			9,500.00
Marine Construction - (Equipment, Labor, Supervision)		1.00	LS		104,758.00		104,758.00
Debris Removal (trees, unsuitables)		1.00	LS	5,000.00			5,000.00
							0.00
							0.00
Total For Nix Construction Labor & Materials	0			54,750.00	104,758.00	0.00	\$159,508.00
Sub Total for Sub + Nix Work							\$159,508.00
NIX GENERAL CONDITIONS AND BOND FEES							
General Conditions Cost (4.2%)							\$0.00
Bond (2%)							\$0.00
Total for Nix General Conditions + Bond Fees							\$0.00
CONTRACTOR'S FEE							
G. Contractors Fee on Subs Work = (15%)							\$0.00
G. Contractors Fee on Nix Work = (15%)							\$0.00
Nix Total Mark Up = 8% on Sub + 15% on Nix Cost							\$0.00
Grand Total = Sub Work + Nix Work + G.C./ Bond + Nix Fees							\$159,508.00

Contract Status Detail	
The Original Contract Amount was	\$1,038,304.00
Total Changes Orders Previously Approved	\$0.00
The Contract Amount Prior to this Change Proposal was	\$1,038,304.00
Add Cost For This Change Proposal	\$159,508.00
The Potential Revised Contract Amount is	\$1,197,812.00
The Time Extension Requested (Calendar Days)	0 DAYS

NOTES / CLARIFICATIONS
The above costs includes all labor, material, taxes, and fees for 400LF of Bulkhead. See attached for supporting documents. Unit Cost Per LF = \$363.00 if additional bulkhead is desired.





2951 ARGENT BLVD
SUITE 103
RIDGELAND, SC 29936
PHONE: 843-341-2330
FAX: 843-341-2320
WWW.NIXCONSTRUCTION.COM

SGT. JASPER PARK
BULKHEAD & KAYAK LAUNCH
1458 RED DAM ROAD
HARDEEVILLE, SC 29927

CONCEPTUAL PLANS
FOR
SGT. JASPER PARK
BULKHEAD & KAYAK LAUNCH

THIS DOCUMENT AND ALL REPRODUCIBLE COPIES OF THIS DOCUMENT ARE THE PROPERTY OF NIX CONSTRUCTION COMPANY, INC. REPRODUCTION OR ALTERATIONS OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF NIX CONSTRUCTION COMPANY, INC. IS NOT PERMITTED.

PLAN REVISIONS					
NO.	DESCRIPTION	DATE			
1					
2					
3					
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DATE: 2026-08-04

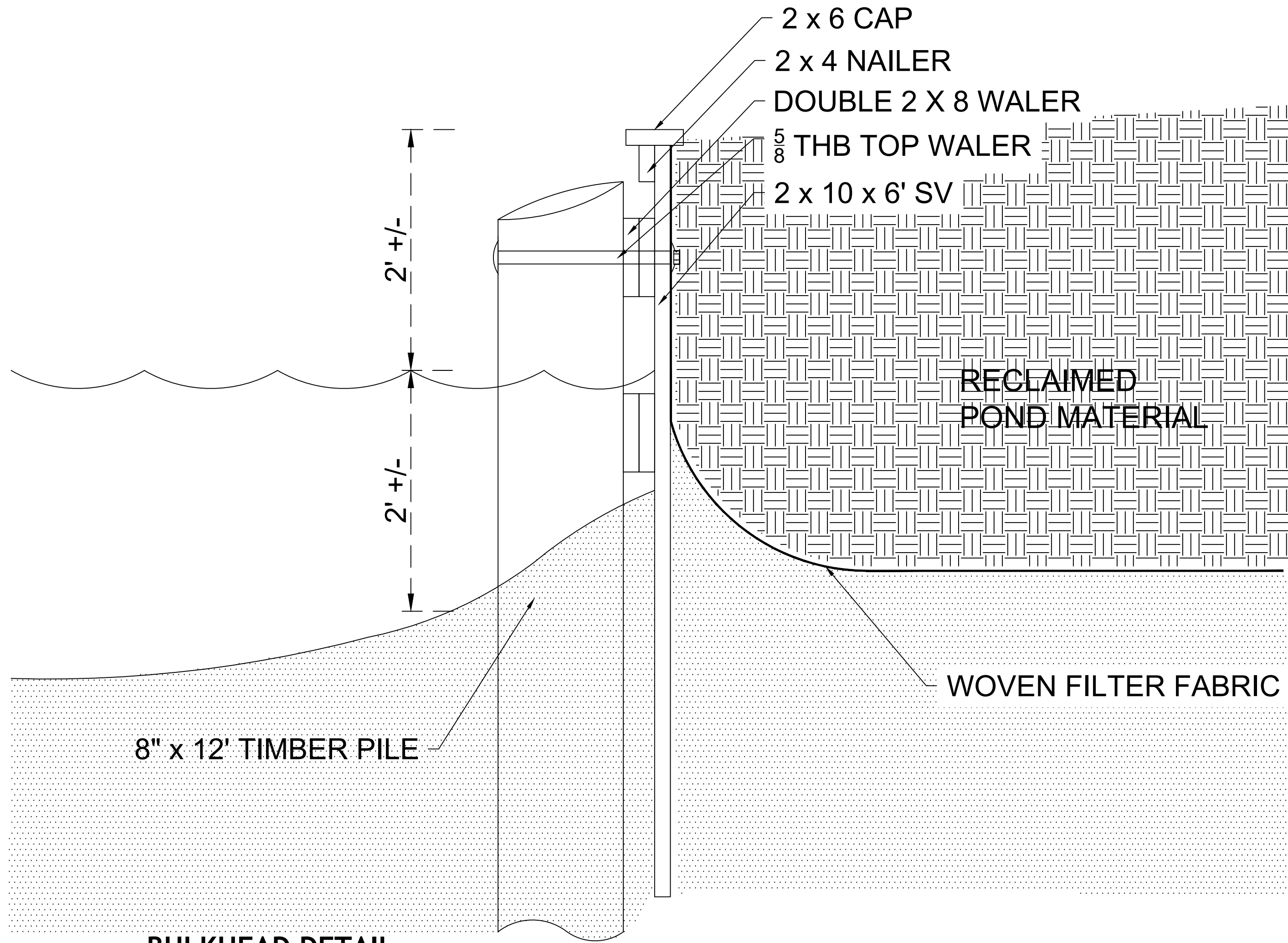
VERTICAL DATUM: N/A

DESIGNED BY: TSY

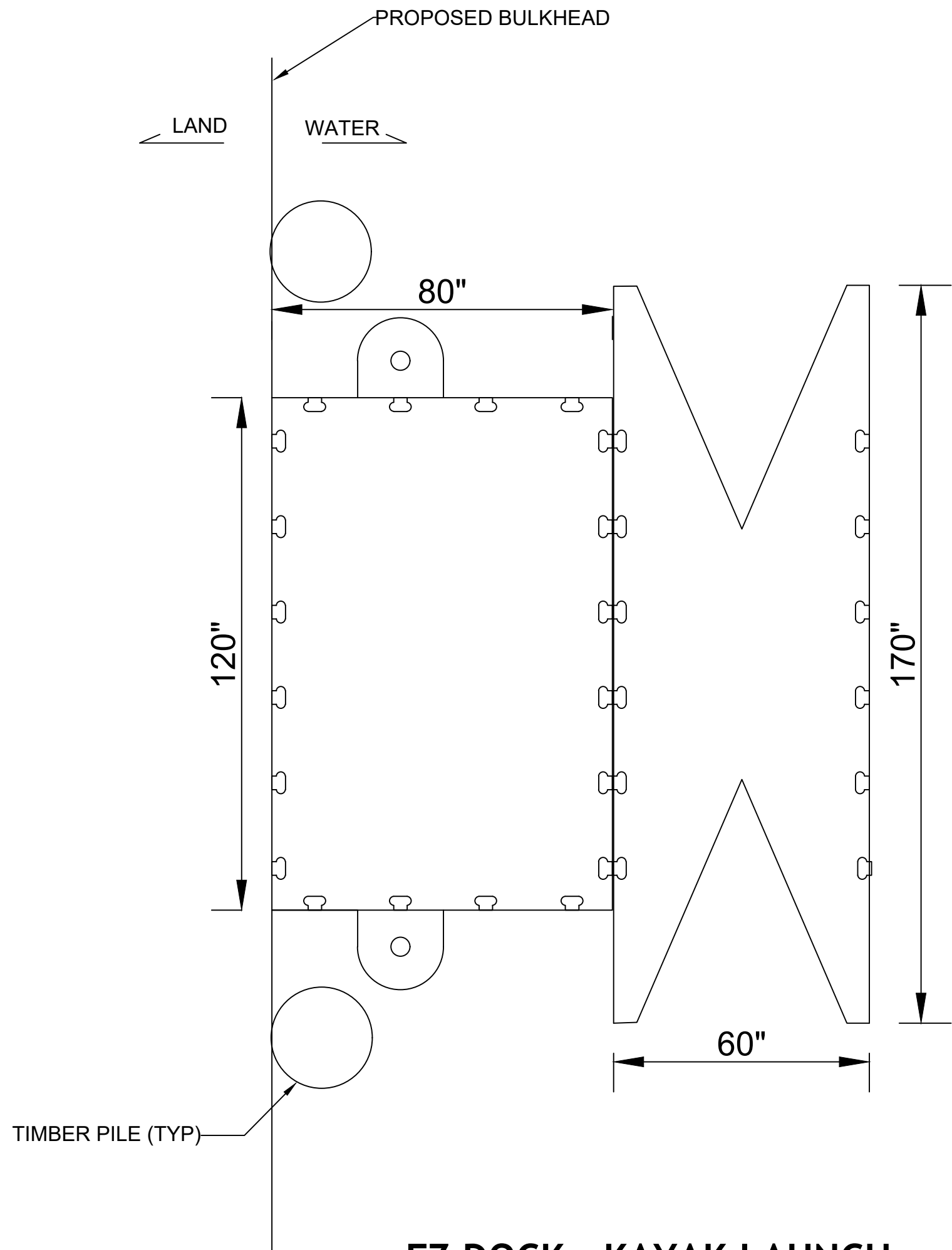
SHEET TITLE:

CONCEPTUAL PLAN

1



BULKHEAD DETAIL
N.T.S.



EZ DOCK - KAYAK LAUNCH
N.T.S.



2951 ARGENT BLVD
SUITE 103
RIDGELAND, SC 29936
PHONE: 843-341-2330
FAX: 843-341-2320
WWW.NIXCONSTRUCTION.COM

SGT. JASPER PARK
BULKHEAD & KAYAK LAUNCH
1458 RED DAM ROAD
HARDEEVILLE, SC 29927

CONCEPTUAL PLAN
FOR
SGT. JASPER PARK
BULKHEAD & KAYAK LAUNCH

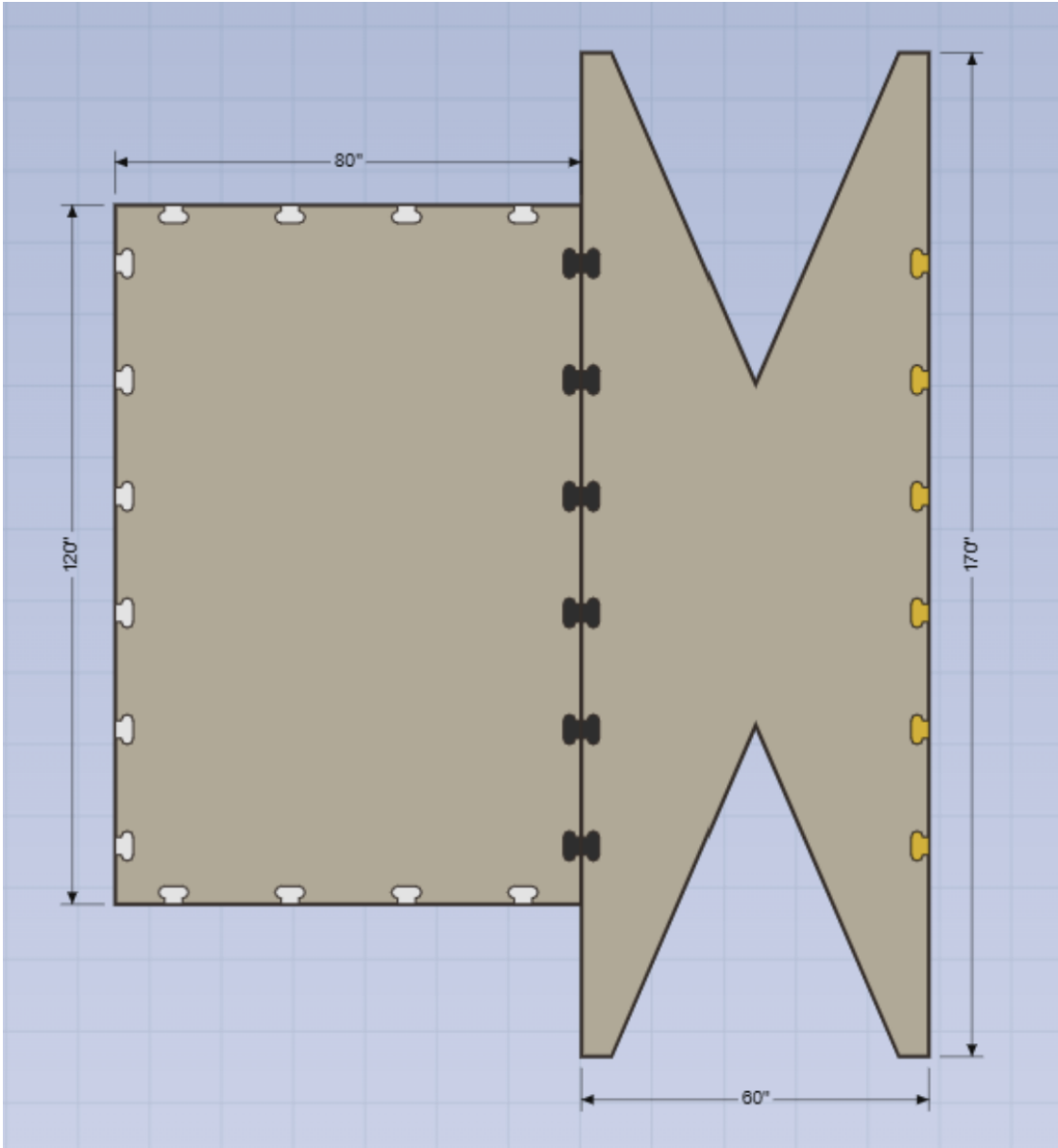
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NO.	DESCRIPTION	DATE
7		
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1		

DATE: 2026.08.04
VERTICAL DATUM: N/A
DESIGNED BY: TSY

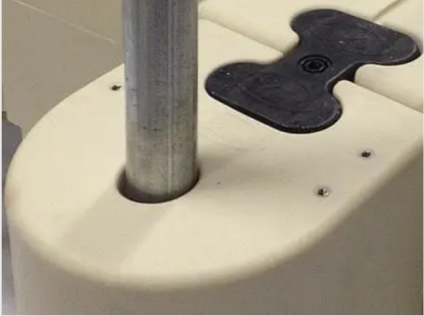
SHEET TITLE:
DETAILS
2

SGT JASPER PARK - KAYAK LAUNCH



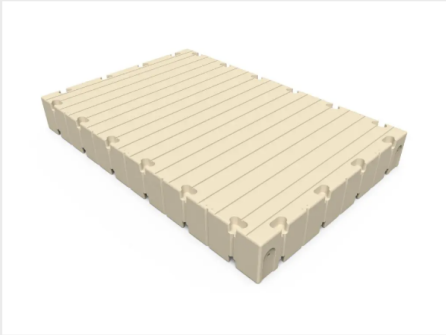
EZ LAUNCH®

QTY : 1



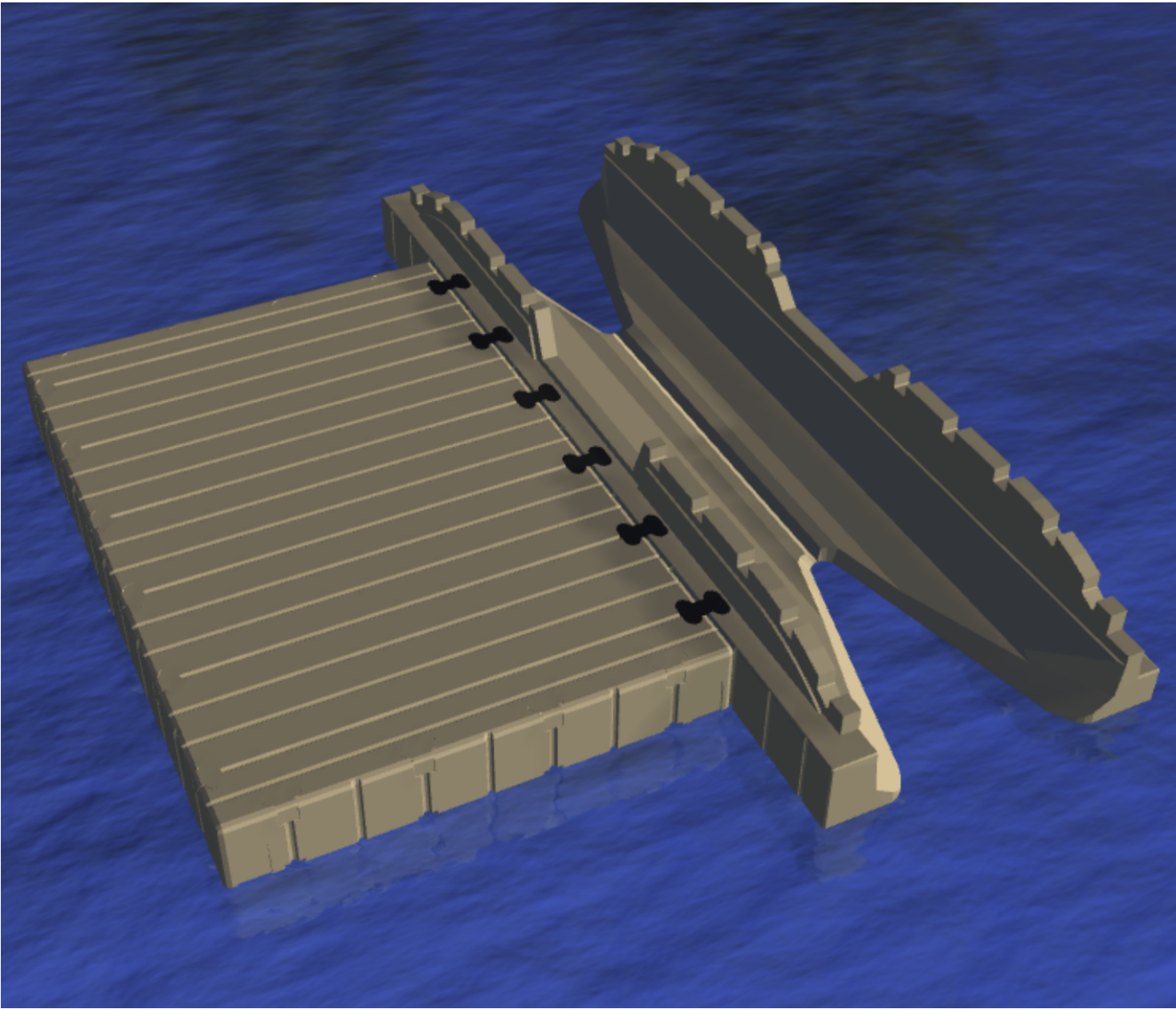
PIPE BRACKET (STANDARD DUTY)

QTY : 2



80" DOCK

QTY : 1



AGENDA

ITEM # 8F

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER #R-2026-61

RESOLUTION OF JASPER COUNTY COUNCIL

**A RESOLUTION APPROVING AND RATIFYING COUNTY EMPLOYEE
POSITIONS**

WHEREAS, the Jasper County Council is empowered pursuant to South Carolina Code Section 4-9-30(7) “to develop personnel system policies and procedures for county employees by which all county employees are regulated...;” and

WHEREAS, Jasper County has determined, as part of its annual review of authorized positions each fiscal year beginning with Fiscal Year 2027, to approve and ratify the full-time and part-time positions in the attached Exhibit A for each department; and

WHEREAS, the approved and ratified positions, including unfilled or unbudgeted for any fiscal year, shall remain as County approved employee positions until the Jasper County Council takes formal action to remove a position; and

NOW, THEREFORE, BE IT RESOLVED THAT the following employment positions, as set forth in the Attached Exhibit “A,” are approved and ratified within the designated Department.

ADOPTED THIS THE 8th DAY OF SEPTEMBER 2026, and effective immediately.

W. J. Rowell, III Chairman

ATTEST:

Wanda S. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

Jasper County Attorney

Date

JASPER COUNTY BUDGETED POSITION (FULL AND PART-TIME)

EXHIBIT A

<u>DEPT. CODE</u>	<u>DEPARTMENT</u>	<u>BUDGETED</u>		<u>TOTAL</u>
		<u>FULL TIME</u>	<u>PART TIME</u>	
45	LEVY FIRE DEPARTMENT	0	0	0
46	FIRE & RESCUE	87	31	118
47	CODE ENFORCEMENT	3	0	3
48	EMERGENCY TELECOMMUNICATIONS	29	5	34
49	INFORMATION TECHNOLOGY	10	0	10
50	COUNTY COUNCIL	6	0	6
51	ADMINISTRATION	3	0	3
53	TAX COLLECTOR	3	0	3
54	CHERRY POINT FIRE DEPT.	0	0	0
55	BUSINESS LICENSE	2	0	2
56	EMERGENCY SERVICES	4	1	5
57	SHERIFF'S OFFICE	74	0	74
58	DETENTION CENTER	52	0	52
60	PLANNING COMMISSION	3	0	3
61	FINANCE DEPARTMENT	6	0	6
63	CLERK OF COURT	14	9	23
64	MAGISTRATE LEE - TRAFFIC COURT	4	1	5
65	PROBATE JUDGE	3	0	3
66	AUDITOR	4	0	4
67	TREASURER	5	1	6
68	VETERAN'S AFFAIR	2	0	2
69	ASSESSOR	16	0	16
72	VOTER REGISTRATION	3	0	3
74	ECONOMIC DEVELOPMENT	2	0	2
75	CORONER	1	4	5
76	MAGISTRATE JOHNSON	1	2	3
77	SERGEANT JASPER PARK	3	0	3
78	PARKS & RECREATION	5	0	5
80	PUBLIC WORKS-ADMINISTRATION	3	0	3
81	PUBLIC WORKS-ROADS & BRIDGES	10	0	10
82	PUBLIC WORKS-CENTRAL GARAGE	2	0	2
83	PUBLIC WORKS-BUILDING MAINTENANCE	5	0	5
84	PUBLIC WORKS-SOLID WASTE	5	18	23
85	REGISTER OF DEEDS	3	1	4
86	BUILDING DEPARTMENT	5	0	5
93	VICTIMS WITNESS	1	0	1
94	MAGISTRATE CARTER - CIVIL COURT	2	0	2
96	MAGISTRATE FESTER - BOND COURT	1	1	2
98	MAGISTRATE DORE	0	1	1
99	MAGISTRATE-BADGETT	0	1	1
101	HUMAN RESOURCES	5	0	5
102	JASPER COUNTY ATTORNEY	2	0	2
103	JASPER COUNTY AIRPORT	6	0	6
105	VOLUNTEER FIRE	0	0	0
106	ANIMAL SERVICES	11	0	11
107	SCHOOL RESOURCE OFFICER	7	0	7
	TOTAL	<u>413</u>	<u>76</u>	<u>489</u>

AGENDA

ITEM # 8G

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-62**

**RESOLUTION OF JASPER COUNTY COUNCIL TO APPROVE A
COST SHARE FOR A COMMUNITY DEVELOPMENT BLOCK
GRANT FOR CONSTRUCTION OF A NEW COOSAWHATCHIE
COMMUNITY CENTER, AND MATTERS RELATED THERETO**

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

WHEREAS, the need to address quality of life issues for Jasper County and addressing the concerns and issues of LMI residents is a priority for the County, and Public Safety has been identified as a priority community need for the County, and

WHEREAS, County Council recognizes the need for a community center for the citizens of the Coosawhatchie area; and

WHEREAS, the former Coosawhatchie Community Center, opened in 1964, was demolished in 2023 due to deteriorating conditions; and

WHEREAS, County Council desires to build a new facility at the former site (the “**Project**”); and

WHEREAS, Jasper County wishes to address this need by making application to the South Carolina Department of Commerce, Division of Grant Administration for Community Enrichment Funds; and

WHEREAS, County Council is applying for a South Carolina Community Development Block Grant (“**CDBG**”) to partially fund the project; and

WHEREAS, CDBG is designed to provided assistance to local government for improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate income; and

WHEREAS, the completion of this project would directly benefit residents within Jasper County, of which at least 51% qualify as having low-to-moderate incomes; and

WHEREAS, CDBG has been funded through the State since 1982 by the U.S. Department of Housing and Urban Development (“**HUD**”) under the Housing and Community Development Act of 1974, as amended (Title I); and

WHEREAS, the maximum grant amount permitted is \$750,000 and requires a 10% cost share (“**County Cost Share**”); and

WHEREAS, County Council intends to commit a minimum of \$75,000 towards the Project to meet the CDBG requirements for the County Cost Share; and

WHEREAS, there are sufficient funds in the current fiscal year 2027 Capital Projects fund and as such, the County Cost Share will be funded from this account; and

WHEREAS, the County, acting by and through its County Council, desires to commit funding for the County Cost Share.

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

1. County Council hereby endorses the Coosawhatchie Community Center Project because it will greatly improve the quality of life for the residents of Jasper County.
2. It is the specific intent of the County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Jasper County Code of Ordinances.
3. The County, acting by and through its County Council, hereby approves a minimum of \$75,000 as a cost share match to a South Carolina Community Development Block Grant.
4. The County Administrator is hereby authorized and directed to do any and all further acts and actions necessary to implement and carry out the terms and provisions of this Resolution, so long as such acts are reasonably related to the contents and terms of this Resolution.
5. The County Administrator shall be and is authorized to prepare and submit a Community Development Block Grant (CDBG) Community Enrichment Application for the Coosawhatchie Community Center Project and to commit funds in the amount of at least \$75,000 to meet the matching commitment of the Community Development Block Grant Program and up to \$2,250,000 to complete the project.
6. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
7. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.

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

RESOLVED this 8th day of September, 2026, in meeting duly assembled.

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

ATTEST:

Wanda Hendrix-Giles
Clerk to County Council

Resolution R-2026-62
Adopted: September 8, 2026

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

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

Date

AGENDA

ITEM # 9A

**JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-30**

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 – 2026 JASPER COUNTY BUDGET ORIGINALLY ADOPTED JUNE 30, 2025 BY ORDINANCE NO. O-2025-14 IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF SOUTH CAROLINA AND THE ORDINANCES AND RULES OF THE COUNTY OF JASPER, SOUTH CAROLINA; WHERE THE TOTAL AMOUNT APPROPRIATED IS INCREASED BY \$0 TO A GRAND TOTAL OF \$67,255,240, WITH REVENUE AND OTHER FINANCING SOURCES AMENDED TO SHOW AN INCREASE OF \$0 TO A GRAND TOTAL OF \$67,255,240, APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on June 30, 2025, County Council approved the Fiscal Year 2025-2026 Budget (the “**FY 26 Budget**”) by Ordinance No. O-2025-14; and

WHEREAS, County Council desires to amend the FY 26 Budget to include expenditures and transactions that occurred during the 2025-2026 Fiscal Year; and

WHEREAS, County Council is enacting this Ordinance in order to amend the FY 26 Budget to include expenditures and transactions that occurred during the 2025-2026 Fiscal Year.

NOW, THEREFORE, BE IT ORDAINED, by County Council, in meeting duly assembled, that:

1. The County Council ratifies and confirms the aforesaid recitals and incorporates the same herein.
2. County Council hereby amends the FY 26 Budget to increase the appropriated by amount by \$0 to \$67,255,240, with revenue and other financing sources amended to show an increase of \$0 for a grand total of \$67,255,240.
3. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

4. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of the County, unless expressly so providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.

5. This ordinance shall take effect and be in force upon third reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED AS OF, this 8th day of September 2026.

Jasper County, South Carolina

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

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

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

Date

ORDINANCE: # O-2026-30

First Reading: August 3, 2026

Second Reading: August 17, 2026

Public Hearing: August 3, 2026

Third Reading: September 8, 2026

It is required that the following Exhibit be attached before the second reading:

“Exhibit A”
Amendments to Fiscal Year 2025-2026 Budget

Department	Account Name/Description	Account Number	Increase	Decrease	Explanation
Development Service	LOCAL ACCOM/HOSP TAX REVENUE	010-074-1594		82,000	Transfer funds to Parks & Recreation from Development Services for JYRB field scoreboards (Council approved 12/1/2025)
Development Service	SPECIAL PROJECTS	010-074-2606		82,000	Transfer funds to Parks & Recreation from Development Services for JYRB field scoreboards (Council approved 12/1/2025)
Parks and Recreation	LOCAL ACCOM/HOSP TAX REVENUE	010-078-1594	82,000		Transfer funds to Parks & Recreation from Development Services for JYRB field scoreboards (Council approved 12/1/2025)
Parks and Recreation	PARK DEVELOPMENT	010-078-5040	82,000		Transfer funds to Parks & Recreation from Development Services for JYRB field scoreboards (Council approved 12/1/2025)
Interdepartmental	PUBLIC BUILDING INSURANCE	010-062-2820	172,300		Amend budget to reclass building inurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-045-2820		9,000	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-051-2820		15,000	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-054-2820		4,600	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-056-2820		47,300	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-057-2820		1,700	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-058-2820		17,000	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-063-2820		18,000	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-070-2820		7,800	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-071-2820		6,400	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-073-2820		3,500	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-076-2820		2,000	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-077-2820		7,500	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-078-2820		20,300	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-080-2820		6,000	Amend budget to reclass building insurance to department 62
Interdepartmental	PUBLIC BUILDING INSURANCE	010-103-2820		6,200	Amend budget to reclass building insurance to department 62
Assessor	SALARIES & WAGES	010-069-2000	41,600		Amend budget for two new positions approved by Council January 20, 2026 (Resolution #R-2026-06)
Assessor	FICA-EMPLOYER CONTRIBUTION	010-069-2030	3,182		Amend budget for two new positions approved by Council January 20, 2026 (Resolution #R-2026-06)
Assessor	SC RETIRMENT-EMPLOYER	010-069-2036	7,721		Amend budget for two new positions approved by Council January 20, 2026 (Resolution #R-2026-06)
Assessor	MEDICAL INSURANCE	010-069-2040	6,464		Amend budget for two new positions approved by Council January 20, 2026 (Resolution #R-2026-06)
Interdepartmental	SALARY ADJUSTMENTS	010-062-2012		58,967	Amend budget for two new positions approved by Council January 20, 2026 (Resolution #R-2026-06)
Capital Improvements	GRANT MATCHING FUNDS	010-095-2615	480,000		Amend budget for project grant match expenditures
Capital Improvements	BUILDING REPAIRS	010-095-5095		480,000	Amend budget for project grant match expenditures
Capital Improvements	CAPITAL OUTLAY	010-095-3752	347,000		Amend budget for purchase of Network Attached Storage (NAS) Solution (Resolution #R-2026-03)
Capital Improvements	BUILDING REPAIRS	010-095-5095		347,000	Amend budget for purchase of Network Attached Storage (NAS) Solution (Resolution #R-2026-03)
Interdepartmental	DEBT PRINCIPAL	010-062-5700	725,000		Amend budget for reclassification of debt principal
Interdepartmental	DEBT INTEREST	010-062-5701		725,000	Amend budget for reclassification of debt principal
Data Processing	PAYROLL PROCESSING	010-052-2520	25,600		Amend budget for increase due to new payroll processing contract
Interdepartmental	CONSULTING SERVICES	010-062-2405		25,600	Amend budget for increase due to new payroll processing contract
Total Increases and Decreases			1,972,867	1,972,867	
			<u>Curr. Budget</u>	<u>Increase/(Decrease)</u>	<u>Amended Budget</u>
Total Budgeted Revenue prior to Ord. #O-2026-__			67,255,240	-	67,255,240
Total Budgeted Expenditures prior to Ord. #O-2026-__			67,255,240	-	67,255,240

AGENDA

ITEM # 9B



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

James “Jim” Iwanicki, P.E.
Interim County Administrator

jiwanicki@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Jasper County Council

Consideration of Jasper County (the “County”) ceasing to perform Legal Counsel Representation for Freedom of Information Act (“FOIA”) services for the Jasper County Sheriff’s Office and Detention Center

Meeting Date:	September 9, 2026
Item Number:	9 B
Subject:	Consideration of Jasper County (the “County”) ceasing to perform Legal Counsel Representation for Freedom of Information Act (“FOIA”) services for the Jasper County Sheriff’s Office and Detention Center
Recommendation:	Council approve changing the long-standing practice of County legal counsel providing legal counsel to the Sheriff’s Department and Detention Center for FOIA and other legal matters because of conflict of interest. Also direct the administrator and current legal counsel to work with the Sheriff to make sure that all current matters are appropriately finished or transitioned to the Sheriff’s legal counsel.

Description: Legal counsel has been working on updating our FOIA procedures and practice that were established in 2004 and clarified in 2008. The county attorney, Mr. Nester, has recommended that because of conflict-of-interest concerns we need to stop the practice of having County legal counsel also represent the Sheriff’s Department and Detention Center as soon as possible.

Recommendation: Council approve changing the long-standing practice of County legal counsel providing legal counsel to the Sheriff’s Department and Detention Center for FOIA and other legal matters because of conflict of interest. Also direct the administrator and current legal counsel to work with the Sheriff to make sure that all current matters are appropriately finished or transitioned to the Sheriff’s legal counsel.

AGENDA

ITEM # 9C



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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James "Jim" Iwanicki, P.E.
Interim County Administrator

jiwanicki@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Jasper County Council

Consideration of Jasper County providing a Silver Sponsorship of \$2500 for the Care Close to Home Sponsorship event on October 22, 2026.

Meeting Date:	September 9, 2026
Item Number:	9 C
Subject:	Consideration of Jasper County providing a Silver Sponsorship of \$2500 for the Care Close to Home Sponsorship event on October 22, 2026.
Recommendation:	Council approves providing a Silver Sponsorship of \$2500 for the Care Close to Home Sponsorship event on October 22, 2026.

Description: The Greater Bluffton Jasper County Volunteers in Medicine has asked if Jasper County would sponsor their Care Close to Home Event. See attached flyer.

The FY 2027 budget has \$4,800 in line item 010-050-2831 (DISCRETIONARY FUNDS), a small portion of that has been spent and currently there is \$4,765.00 available.

Recommendation: Council approve providing a Silver Sponsorship of \$2500 for the Care Close to Home Sponsorship event on October 22, 2026.

Care Close to Home

CELEBRATING 10 YEARS OF CARE IN JASPER COUNTY



THURSDAY, OCTOBER 22, 2026 | 6-9 PM | LAKESIDE AT BLUE HERON, RIDGELAND, SC

Your event sponsorship helps keep our community strong by supporting access to quality health care for uninsured neighbors in Jasper County.

EVENT SPONSORSHIP LEVELS

Please indicate your desired level of participation.

- ☐ **GOLD SPONSORSHIP (\$5,000)**
- ☐ **SILVER SPONSORSHIP (\$2,500)**
- ☐ **BRONZE SPONSORSHIP (\$1,000)**

For online form
and payment,
scan here.



SPONSOR CONTACT DETAILS

COMPANY/ORGANIZATION NAME: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____

WEBSITE OR SOCIAL MEDIA*: _____

**If provided, a link to your website will be included on the event website..*

Please email a high-res company logo (.jpg or .png) to Stephanie@BJVIM.org



BJVIM | PO BOX 2653 | BLUFFTON, SC 29910

For more information, please contact Stephanie at 843.706.7090 ext. 110

THANK YOU FOR FOR HELPING PROVIDE FREE HEALTHCARE AT BJVIM!

BJVIM is a 501(c)(3) charitable organization. Tax ID #32-0298086

Care Close to Home

CELEBRATING 10 YEARS OF CARE IN JASPER COUNTY



Help Keep Care Close to Home with your Sponsorship!

This year, BJVIM celebrates the 10th anniversary of BJVIM's Jasper County Clinic, a decade of bringing health care, hope, and support closer to home.

Your sponsorship helps keep our community strong by supporting access to quality health care for uninsured neighbors. Join us for an evening of oysters, Lowcountry boil, brisket, beer and wine as we celebrate this important milestone and invest in a healthier Jasper County.

In addition to helping the Jasper County Community, your business will receive the following recognition.

• BRONZE •

*Inclusion in group
social media thank-you*

Small logo on event site

Small logo on event screens

*Recognition as Bronze Sponsor
in event materials*

Two (2) event tickets

\$1,000

• SILVER •

*Dedicated social media
thank-you post*

Medium logo on event site

Medium logo on event screens

*Recognition as Silver Sponsor
in event materials*

Mention during event

Four (4) event tickets

\$2,500

• GOLD •

*Logo on BJVIM Website
for One Year*

*Dedicated social media
thank-you posts (2)*

Large logo on event site

Large logo on event screens

*Recognition as Gold Sponsor
in event materials*

Announced at event

Six (6) event tickets

\$5,000

Please call 843-706-7090 ext. 110 for more information or to become a sponsor.



BJVIM.org/oysterroast

843-706-7090 ext. 110

Stephanie@BJVIM.org

Care Close to Home

CELEBRATING 10 YEARS OF CARE IN JASPER COUNTY



Enjoy an Evening of Food, Music and Community as we Celebrate BJVIM's Jasper County Clinic's 10th Anniversary!

**THURSDAY
OCT 22
6-9 PM**

• EVENT LOCATION •

Lakeside at Blue Heron

153 James L Taylor Drive
Ridgeland, SC

TICKETS: \$75 per person

*All proceeds benefit BJVIM's Jasper
County Clinic and the neighbors we serve.*



**OYSTER ROAST
LOWCOUNTRY BOIL
BRISKET & FIXIN'S
BEER & WINE
LIVE MUSIC
RAFFLE PRIZES**

SCAN FOR TICKETS



Tickets are limited.



BJVIM.org/oysterroast

843-706-7090 ext. 110

Stephanie@BJVIM.org

AGENDA

ITEM # 9D



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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jiwanicki@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Jasper County Council

Consideration of appointing 3 members (Ridgeland Councilwoman Libby Malphrus; Hardeeville - Raskels Rescue, Kirstyn Northrop Cobb; At large - Dr. Laurel Berry) per Resolution #R-2026-55 to the AD HOC committee to evaluate joint animal services operations between Beaufort County and Jasper County.

Meeting Date:	September 9, 2026
Item Number:	9 D
Subject:	Consideration of appointing 3 members (Ridgeland Councilwoman Libby Malphrus; Hardeeville - Raskels Rescue, Kirstyn Northrop Cobb; At large - Dr. Laurel Berry) per Resolution #R-2026-55 to the AD HOC committee to evaluate joint animal services operations between Beaufort County and Jasper County.
Recommendation:	Appoint Ridgeland Councilwoman Libby Malphrus; Hardeeville - Raskels Rescue, Kirstyn Northrop Cobb; At large - Dr. Laurel Berry per Resolution #R-2026-55 to the AD HOC committee to evaluate joint animal services operations between Beaufort County and Jasper County.

Description: Resolution #R 2026-55 passed at the August 17, 2026 council meeting establishing an Animal Services AD HOC committee consisting of seven (7) members, four (4) members selected by Beaufort County Council, and three (3) members selected by Jasper County Council AD HOC to evaluate joint animal services operations between Beaufort County and Jasper County.

Councilperson VanGeison is recommending the following people for the committee:

- Ridgeland Councilwoman Libby Malphrus
- Hardeeville - Raskels Rescue, Kirstyn Northrop Cobb
- At Large - Dr. Laurel Berry

In addition, Craig Ally, Supervisor of Code Enforcement, will serve as the Jasper County staff liaison.

Recommendation: Appoint Ridgeland Councilwoman Libby Malphrus; Hardeeville - Raskels Rescue, Kirstyn Northrop Cobb; At large - Dr. Laurel Berry per Resolution #R-2026-55 to the AD HOC committee to evaluate joint animal services operations between Beaufort County and Jasper County.

AGENDA

ITEM # 9E



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

James "Jim" Iwanicki, P.E.
Interim County Administrator

jiwanicki@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Jasper County Council

Consideration of Approval of Terreni Law Firm to Represent the Jasper County Aeronautics Commission.

Meeting Date:	September 8, 2026
Item Number:	9 E
Subject:	Consideration of Approval of Terreni Law Firm to Represent the Jasper County Aeronautics Commission.
Recommendation:	Council approve Terreni Law Firm to Represent the Jasper County Aeronautics Commission and authorize County Administrator to finalize the representation terms.

Description: County attorney, Mr. Nester, has advised that separate legal counsel is needed to represent the Jasper County Aeronautics Commission to avoid conflict of interest issues. Mr. Nester has suggested retaining the Terreni Law Firm to represent the Jasper County Aeronautics Commission.

Recommendation: Council approve Terreni Law Firm to Represent the Jasper County Aeronautics Commission and authorize County Administrator to finalize the representation terms.

AGENDA

ITEM # 9F



Jasper County Planning and Building Services

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

Lisa Wagner
Director of Planning & Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	September 8, 2026
Project:	Temporary Moratorium on Data Centers, Data Processing Facilities, Cryptocurrency Mining Operations and/or any other uses associated with Data Processing Facilities
Submitted For:	1 st Reading

Overview

There has been growing interest in our area with the increased number of data centers seeking to locate to South Carolina. Staff believes it is appropriate to ask County Council to place a temporary moratorium on the acceptance of any applications for rezonings, site plans, building permits, and any type of economic incentives for Data Centers, Data Processing Facilities, Cryptocurrency Mining Operations and/or any other uses associated with Data Processing Facilities, within unincorporated Jasper County. The moratorium to prohibit any applications for development of such use is proposed for 1 year. This moratorium would allow staff to review and make sure there are adequate provisions within the Jasper County Zoning Ordinance and Land Development Regulations to control the location, design, size, density, land use, and infrastructure needs for data centers, data processing facilities, and cryptocurrency mining operations.

Findings & Analysis

Article 6 of the Jasper County Zoning Ordinance, *Use Regulations* utilizes the North American Industry Classification System (NAICS) Code as the basis for determining the use of a property permitted by the various zoning districts. In accordance with the NAICS Code, Data Centers are identified in Sector 51, *Information*, specifically NAICS Code 518210. The current *Use Regulation Table*, does not specifically address NAICS Code 518210 (Data Centers), therefore it would apply to NAICS Code 514, *Information Services and Data Processing*, which is a permitted by right use in the Community Commercial, General Commercial, Industrial Development, and the Mixed Business zoning districts (see an excerpt of the *Use Regulations Table* on the next page).

[illegible]

This proposed ordinance was reviewed by the Planning Commission at their August 11, 2026 Planning Commission Meeting and the Planning Commission recommends approval of the 1 year moratorium, invoking the pending ordinance doctrine, to allow adequate time to review the Jasper County Zoning Ordinance and Land Development Regulations to see if any

modifications are needed to properly regulate Data Centers, Data Processing Facilities, and Cryptocurrency Mining Operations while ensuring there are no adverse impacts to the residents of Jasper County and that no significant demands are placed on the local electrical grid, water supply, or emergency services.

Attachments:

Ordinance

JASPER COUNTY, SOUTH CAROLINA

ORDINANCE # O-2026-__

AN ORDINANCE DECLARING A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF, REVIEW OF, AND/OR ACTION UPON APPLICATIONS FOR REZONING, SPECIAL EXCEPTIONS, SPECIAL USE PERMITS, BUILDING PERMITS, SITE PLANS, PLAN OF DEVELOPMENT FOR SITING, ECONOMIC INCENTIVES, FEE IN LIEU OF TAXES OR ANY OTHER FORM OF INCENTIVE, THAT WOULD AUTHORIZE OR PERMIT THE DEVELOPMENT OR CONSTRUCTION OF DATA CENTERS, DATA PROCESSING FACILITIES, CRYPTOCURRENCY MINING OPERATIONS OR ANY OTHER USES ASSOCIATED WITH DATA PROCESSING FACILITIES WITHIN JASPER COUNTY; AND ADDRESSING OTHER MATTERS RELATED HITHERTO.

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

WHEREAS, Jasper County Council has observed an increase in the number of data centers seeking to locate to the State of South Carolina; and

WHEREAS, Jasper County Council is concerned about the impact of data center facilities to the residents of Jasper County, including but not limited to potential significant demands on local electrical grid and water supply, increased air pollution, increased generation of electronic waste, and increased noise and light pollution; and

WHEREAS, given the potential risks associated with data center facilities, Jasper County Council is concerned that the Jasper County Code of Ordinances does not provide an adequate mechanism to regulate and control the location, design, size, density, land use, and infrastructure needs for data centers, data processing facilities, and cryptocurrency mining operations; and

WHEREAS, the Jasper County Code of Ordinances does not define ‘data center,’ ‘data processing facility,’ or ‘cryptocurrency mining operation’ and does not make any reference to such facilities; and

WHEREAS, Jasper County Council believes that time is needed so that Jasper County Council and staff can study the impacts of data centers, data processing facilities, cryptocurrency

mining, and any other uses associated with data processing facilities on communities, and develop reasonable regulations that will promote the safety and wellbeing of its citizens; and

WHEREAS, Jasper County Council believes that this moratorium will protect the public interest and welfare of the citizens of Jasper County until such regulations regarding the aforementioned uses are adopted; and

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

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

1. Moratorium. Jasper County Council hereby declares a temporary moratorium on the acceptance of, review of, and/or action upon applications for rezoning, special exceptions, special use permits, building permits, site plans, plan of development for siting, economic incentives, or fee in lieu of taxes, that would incentivize, authorize, or permit the development or construction of data centers, data processing facilities, cryptocurrency mining operations, or any other uses associated with data processing facilities within Jasper County. This moratorium also applies to expansions of existing data centers that would increase energy demands by one (1) megawatt or more. This moratorium shall take effect immediately and shall remain in effect for one (1) year. Council may extend the moratorium by resolution for periods of six (6) months.

2. Definitions. The following definition apply for this moratorium:

a. ‘Data Center’ or ‘Data Processing Facility’ is a building, a dedicated space within a building, or group of buildings or facilities that is used by an entity or other business enterprise to operate, manage, or maintain a computer, group of computers, or other organized assembly of hardware and software for the primary purpose of storing, retrieving, or transmitting digital data and that has a peak demand of one (1) megawatt or greater. Such uses include but are not limited to computationally intensive applications such as cryptocurrency mining, artificial intelligence (A.I.) computing, weather modeling, genome sequencing, application hosting, cloud storage, and video and technical streaming services. These facilities may also include supporting infrastructure such as air handling systems, backup power generation, water cooling and storage systems, utility substations, and other related equipment necessary for operations.

b. ‘Cryptocurrency Mining operation’ is a [insert definition].

3. Severability. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

4. Repeal. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of Jasper County, unless expressly so providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.

5. Pending Ordinance Doctrine. This Ordinance is subject to the Pending Ordinance Doctrine. 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 the Council's intention to hold a public hearing, and any permit, application or plat accepted for filing by the Department of Planning and Building Services will be deemed in error, null and void, and of no effect whatsoever.

6. Effective Date. This ordinance is effective immediately and shall remain in effect for one (1) year thereafter pursuant to S.C. Code Ann. §4-9-130 and resolution of Council to extend the moratorium.

AND IT IS SO ORDAINED, ENACTED AND ORDERED AS OF, this _____ day of _____, 2026.

Jasper County, South Carolina

W. L. Rowell, III, Chairman
Jasper County Council

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

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

Date

ORDINANCE: # O-2026-__

First Reading: September 8, 2026

Second Reading: _____

Third Reading: _____

**Considered by the Jasper County Planning Commission at its meeting on
August 11, 2026 and recommended for approval.**

AGENDA

ITEM # 9G



Jasper County Planning and Building Services

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

Hunter Smiley
Planner
hsmiley@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	September 8 th , 2026
Project:	Zoning Map Amendment
Current Zoning District	Residential
Proposed Zoning District	General Commercial
Parcel Size:	4.7 acres
Applicant:	Nilkanth Patel
Tax Map Number:	063-32-05-026
Statutory Notices:	Public Hearing Notice Posted in Island Packet on 8/28/2026 Public Hearing Notices Sent to Adjacent Property Owners on 8/31/2026 Public Hearing Sign posted on Property on 9/2/2026
Submitted For:	First Reading

Overview

The applicant is requesting the rezoning of one parcel totaling 4.7 acres from **Residential (R)** to **General Commercial (GC)**. The purpose of this rezoning is to “build flex space for local business” per the application. After speaking with the applicant more they also communicated that they’re reviewing the potential of building a hotel on this parcel in the future. The parcel is adjacent to the town limits of Ridgeland. When the applicant brought us this application originally, we as staff advised that they talked to the town of Ridgeland since there is town water & sewer available on the subject parcel. Any new development that is requesting town water & sewer must be annexed before they get an Intent to Serve letter. After coordinating with the Town of Ridgeland’s Planning Staff, they informed us that the applicant has not contacted the Town of Ridgeland.

Site Information

The subject parcel is located on the south side of Hwy 336 (Grahamville Rd.). There is a very small area of wetlands (approx. 0.4 acres) in the back corner of the parcel that is adjacent to parcel 063-32-05-028. The parcel is currently vacant and has been cleared and did receive proper tree clearing permits. That permit is dated as being issued on 2/6/2024. As seen in Aerial Map with the town layer on, there are multiple parcels (those highlighted in lime green), adjacent to this parcel,

that are within the town limits of Ridgeland. There is also a residence that is currently on the subject parcel.

Findings & Analysis

In your packet is a copy of the Zoning Map, as you can see, the proposed zoning district of General Commercial is adjacent to this parcel. The parcel bearing Tax Map no. 063-32-05-028, which is due east of the subject parcel, is zoned as General Commercial. The purpose of the General Commercial district is to support large commercial development(s) in major unincorporated areas of Jasper County. Per Article 5, it should consist of areas where development logically should be located as a consequence of planned public facilities and associated capital expenditures. The district regulations permit limited development of generally suburban areas. The proposed rezoning does fit the mold of being near a more suburban area, given its proximity to the town of Ridgeland. Another thing to note is the two smaller parcels that the subject parcel wraps around and are identified as Tax Map No. 063-32-05-024 & 063-32-05-025, both parcels are zoned as Residential and the parcel bearing Tax Map No. 063-32-05-024 does have a vacant residence on it.

	Jurisdiction	Zoning District	Use
North	Jasper County	R	Residential
South	Ridgeland	Special District	Commercial
East	Jasper County	GC	Vacant
West	Ridgeland	Special District	Commercial

Comprehensive Plan

According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Urban Transition”, which are areas or pockets of unincorporated Jasper County that are partially or surrounded by either the City of Hardeeville or Town of Ridgeland. For areas that experience new development within the Urban Transition zones, consideration should be given to working with the adjacent municipality for annexation.

Traffic and Access

The subject property is accessed by Grahamville Rd. (Hwy. 336). It is a two-lane state-maintained road that is classified as Rural-Minor Arterial. The access point for the parcel is off both the aforementioned road and Kelmont Drive, which is a county-maintained road.

Planning Commission Recommendation

The Planning Commission reviewed this application at their August 11th, 2026 Planning Commission Meeting and recommends denial of the zoning map amendment from the Residential Zoning District to the General Commercial Zoning District based on the parcel’s proximity to the Town of Ridgeland and the Future Land Use map designating this area as an area that should be annexed if facing development.

Additional Zoning Ordinance Provisions / Application Requirements

Article 1:4.1 – introduces amendments for the Jasper County Zoning Map.

Article 2:1.2 – establishes the Jasper County Planning Commission as a review body and recommending body for Zoning Map Amendments as pursuant to S.C. Code § 6-29-340

Article 3:2 – defines and establishes the procedures for Zoning Map amendments in Jasper County.

Attachments:

1. Ordinance
2. Aerial Map w/ Town Limit Layer on
3. Zoning Map

JASPER COUNTY, SOUTH CAROLINA

ORDINANCE # O-2026-__

AN ORDINANCE AUTHORIZING AMENDMENT TO THE OFFICIAL ZONING MAP OF JASPER COUNTY BY REZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED ALONG GRAHAMVILLE ROAD, BEARING JASEPER COUNTY TAX MAP NUMBER 063-32-05-026 AND CONTAINING 4.7 ACRES, TO GENERAL COMMERCIAL FROM RESIDENTIAL.

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

WHEREAS, the owner of a parcel of property (“**Owner**”) on Grahamville Road consisting of approximately 4.7 acres and bearing County Tax Map Number 063-32-05-026 (the “**Property**”) has requested a change to the Official Zoning Map of the County by rezoning the Property from the “Residential” to “General Commercial”; and

WHEREAS, the Owner of the Property submitted such request to the Planning Commission and County Council in accordance with the County’s ordinances, rules and procedures for rezoning; and

WHEREAS, the County Planning Commission has concurred with the recommendations of the County staff set forth in its report for the rezoning of the Property and does not recommend approval by County Council; and

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

NOW, THEREFORE, be it resolved by County Council, in meeting duly assembled, that:

1. County Council finds that the proposed zoning is consistent with the continued pattern of growth in the vicinity of the Property and is in harmony with the County Comprehensive Plan. Good cause having been shown, approximately 4.7 acres being depicted on the County Official Zoning Map in the Residential district, shall be reclassified to General Commercial.
2. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
3. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of the County, unless

expressly so providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.

4. This ordinance shall take effect and be in force upon third reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED AS OF, this _____ day of _____, 2026.

Jasper County, South Carolina

W. L. Rowell, III, Chairman
Jasper County Council

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

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

Date

ORDINANCE: # O-2026-__

First Reading: September 8th, 2026

Second Reading: _____

Third Reading: _____

Considered by the Jasper County Planning Commission at its meeting on
August 11, 2026 and recommended for approval.

AGENDA

ITEM # 9H



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	September 8, 2026
Agenda Item:	– Ordinance 2026-9H
Project:	Cypress Ridge Business Park Land Sale – PLC Development
Request:	Consideration of the 1 st Reading of an Ordinance to Authorize Jasper County to enter into a sales agreement with Elite Granite for the purchase of 2.65 acres of improved real property within the Cypress Ridge Business and Industrial Park, Ridgeland, South Carolina, (a portion of TMS 048-00-01-010) and other matters related thereto
Action Needed:	Approval of 1 st Reading of the Ordinance
Recommendation:	Approval of 1 st Reading of an Ordinance to Authorize Jasper County to Convey, to enter into a sales agreement with Elite Granite for the purchase of 2.65 acres within the Cypress Ridge Business Park.

Description:

The Southern Carolina Economic Development Alliance has negotiated a sale of 2.65 acres in the Cypress Ridge Business Park to Elite Granite. The site is located on Cypress Ridge Drive, across from the northern T-Intersection at the rear of the Park. This purchase is fee simple. There are no tax incentives associated with the purchase. Price is \$106,000.00

Staff Recommendation:

Approval of 1st Reading of an Ordinance to Authorize Jasper County to Convey, through a fee simple sale, 2.65 acres of Real Estate Owned by Jasper County located in the Cypress Ridge Business Park to Elite Granite.

Attachment(s):

Ordinance 2026-_____

JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-_____

AN ORDINANCE AUTHORIZING JASPER COUNTY TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH ELITE MARBLE AND GRANITE OF BLUFFTON, LLC FOR THE SALE OF 2.65 ACRES LOCATED IN CYPRESS RIDGE INDUSTRIAL PARK AND TO APPROVE THE CONVEYANCE OF SUCH PROPERTY; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County is the owner of 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 $\pm$ 2.65 acres, more or less, being a portion of Tax Parcel number of 048-00-01-010 (the “**Property**”), as described on **Exhibit “A”** and depicted on **Exhibit “B”** both being attached hereto and by this reference made a part hereof and located in the Cypress Ridge Business and Industrial Park, Ridgeland, SC; and

WHEREAS, the County is vested with the authority to sell, or otherwise dispose of, real and personal property pursuant to Title 4, Chapter 9, of the S.C. Code of Laws §4-9-30(2); and

WHEREAS, County Council recognizes the need to encourage economic growth within the County, including, but not limited to, bringing in new businesses, growing industrial and job opportunities and increasing investments into the County for the benefit of citizens both in the County as well as the entire region; and

WHEREAS, County Council believes that it would be in the best interest of the County citizens as well as County commerce to sell the Property to a commercial business for the purposes of promoting the goals of economic growth and furthering the initiative to bring more industry into the County and the region; and

WHEREAS, the County and Elite Marble & Granite of Bluffton, LLC (the “**Purchaser**”) have agreed to terms described in a Purchase and Sale Agreement attached hereto as **Exhibit “C”** and made a part hereof (the “**PSA**”); and

WHEREAS, the County Council is enacting this Ordinance in order to: (i) authorize the sale of the Property pursuant to the terms of the PSA; and (ii) authorize the execution and delivery of the PSA by the County acting through proper officials.

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

Section 1. Ratification of the Findings

The County Council ratifies and confirms the aforesaid recitals and incorporates the same herein.

Section 2. Authorization for Sale.

A. Under the laws of the State, the County is authorized to convey real property.

B. The PSA shall be executed and delivered on behalf of the County by the Interim County Administrator, or his assigns (the “**County Administrator**”) in the form substantially conforming to the draft attached to this Ordinance as **Exhibit “C”**, but with such non-material changes as the County Administrator, on the advice of legal counsel, determines to be in the best interest of the County. Following execution, the County Council shall be timely informed of the execution of the PSA and informed as to the final terms thereof and such changes from the current draft as the County Administrator determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and undertakings described in the PSA, and such revisions and undertakings as may be determined by the County Administrator, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

Section 4. Other Documents; Ratification of Prior Actions

In connection with the execution and delivery of the PSA, the County Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable, including the preparation of a survey of the Property to be referenced in the deed of conveyance. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the PSA prior to the enactment of this Ordinance are hereby ratified and confirmed.

Section 5. Severability

If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 6. Repealer

Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 7. Inconsistency

All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 8. Effect

This Ordinance shall be enacted upon third and final reading by the County Council.

JASPER COUNTY, SOUTH CAROLINA

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

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE: # O- 2026-__

First Reading: _____

Second Reading: _____

Public Hearing _____

Enactment: _____

It is required that the following Exhibit be attached before the second reading:

PURCHASE AND SALE AGREEMENT.
“Exhibit A”

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

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

Date

EXHIBIT “A”

Legal Description of the Property

EXHIBIT “B”

Depiction of the Property

EXHIBIT “C”

Purchase and Sale Agreement

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the “**Agreement**”) by and between **Jasper County**, a political subdivision of the State of South Carolina (hereinafter “**Seller**”), and **Elite Marble and Granite of Bluffton 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:

WHEREAS, 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 $\pm$ 2.65 acres, more or less, being a portion of Tax Parcel number of 048-00-01-010 , as generally depicted on Exhibit “A” attached hereto and by this reference made a part hereto, located in the Cypress Ridge Business and 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**”); and

WHEREAS, the Parties have had discussions with respect to the sale and purchase of the Property and the method, procedure, manner and timing of the acquisition thereof and it is their desire to finalize and document their understandings with respect thereto.

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:

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

2. **Purchase Price; Earnest Money.**

2.1 Purchase Price. The purchase price for the Property shall be One Hundred Six Thousand and No/100 Dollars (\$106,000.00) (“**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. \$105,000.00 , 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.

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

2.3 Earnest Money.

Within ten (10) days of the Effective Date, Purchaser will deposit with Burr and Forman, LLP (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.

3. **Survey.**

Within the Due Diligence Period, Purchaser will commission, at Purchaser’s sole expense, a survey of the Property to be transferred to Purchaser (the “**Survey**”) by a registered South Carolina surveyor. 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. Purchaser shall have twenty days after delivery of the Survey for approval to assert any objections to the Survey. In the event that Purchaser, in its sole discretion, is dissatisfied with any matter set forth on the Survey, Purchaser 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 Seller on or prior to the expiration of the Closing Date. Upon receipt of such objection, Seller shall have a period of five (5) business days to elect (i) to cure the matter in a manner satisfactory to Purchaser prior to Closing or (ii) to notify Purchaser it will not cure the matter in a manner satisfactory to Purchaser 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).

4. **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.

5. **Closing.**

5.1 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). The date on which Closing occurs shall be referred to as the “**Closing Date**”.

5.2 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 2026 shall not be pro-rated, as County-owned property is exempt.

5.3 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, should 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.

5.4 Closing Documents.

5.4.1 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,, 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), subject however to the restriction that South Carolina governmental bodies are prohibited from indemnifying others), 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.

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

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

6. **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.

7. 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.

8. General Provisions.

8.1 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.

8.2 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.

8.3 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.

8.4 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, to the extent permitted by South Carolina law, 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:

Elite Marble & Granite of Bluffton LLC.
5 Goethe Road
Bluffton, SC 29902
Attention: Ryan Broere
E-mail: ryan@elite-granite.com

With a copy to:

Email: _____

If to Seller:

Jasper County
Attn: Jasper County Administrator
358 Third Ave, Suite 306-A (Street Only)
PO Box 1149 (Mailing)
Ridgeland, SC 29936
E-Mail: jiwanicki@jaspercounty.gov

With a copy to:

Burr & Forman LLP
Attn: Walter J. Nester, III
1 Carecore Drive, Suite 202
Bluffton, SC 29910
E-Mail: wnester@burr.com

8.5 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.

8.6 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.

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

8.8 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.

8.9 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.

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

8.11 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.

8.12 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.

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

8.14 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.

9. 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: _____ (SEAL)

Name: James Iwanicki

Its: County Administrator

Date: _____

PURCHASER:

Elite Marble & Granite of Bluffton, LLC.

By: _____ (SEAL)

Name: Ryan Broere

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 _____, 2026.

ESCROW AGENT:

By:

Name: _____

Title:

EXHIBIT A
Legal Description
(Preliminary)

ADDENDUM # 1 TO AGREEMENT OF PURCHASE AND SALE

The Agreement of Purchase and Sale (“Agreement”) entered into by and between **Jasper County**, a political subdivision of the State of South Carolina (hereinafter “**Seller**”), and Elite Marble & Granite of Bluffton, LLC., a South Carolina limited liability company (hereinafter “**Purchaser**”) dated _____, 2026, 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.

Signatures on following page

SELLER:

JASPER COUNTY, SOUTH CAROLINA, a
political subdivision of the State of South
Carolina

By: _____ (SEAL)

Name: James Iwanicki

Its: County Administrator

Date: _____

SIGNATURES CONTINUE ON
FOLLOWING PAGE

PURCHASER:

Elite Marble & Granite of Bluffton, LLC.

By: _____ (SEAL)

Name: Ryan Broere

Its: _____

Date: _____

AGENDA

ITEM # 9I

**JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-25**

**AN ORDINANCE AUTHORIZING AMENDMENT TO THE FISCAL
YEAR 2026-2027 BUDGET TO IMPOSE NEW FEES AND OTHER
MATTERS RELATED THERETO.**

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

WHEREAS, on June 29, 2026, County Council approved the Fiscal Year 2026-2027 Budget (the **FY 27 Budget**); and

WHEREAS, County Council desires to amend the FY 27 Budget to add fees not included in the FY 27 Budget when approved; and

WHEREAS, County Council desires to adopt a revised FY 27 Budget Fee Schedule attached hereto and made a part hereof as Exhibit “A” (“**Fee Schedule**”); and

WHEREAS, County Council is enacting this Ordinance in order to adopt the Fee Schedule.

NOW, THEREFORE, BE IT ORDAINED, by County Council, in meeting duly assembled, that:

1. The County Council ratifies and confirms the aforesaid recitals and incorporates the same herein.
2. County Council hereby amends the FY 27 Budget to include the Fee Schedule as described in Exhibit “A” attached hereto and made a part hereof.
3. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
4. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of the County, unless expressly so providing, then the preceding Section, Subsection or part shall be deemed repealed and no longer in effect.
5. This ordinance shall take effect and be in force upon third reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED AS OF, this 8th day of September, 2026.

Jasper County, South Carolina

W. L. Rowell, III, Chairman
Jasper County Council

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

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

Date

ORDINANCE: # O-2026-25

First Reading: 7/20/2026
Second Reading: 8/03/2026
Public Hearing: 8/03/2026
Third Reading: 9/08/2026

“Exhibit A”
Fee Schedule Follows

**Jasper County
Budget Ordinance
Fee Schedule
Fiscal Year 2026-2027**

<u>Department</u>	<u>Fee Description</u>	<u>Amount</u>
	Credit Card Processing Fee (charged by and paid to credit card processor)	Determined by Credit Card Processor
Animal Shelter	Adoption fees, Dogs	\$ 100.00
	Adoption fees, Cats	\$ 100.00
	Reclaim Fees, All Animals	\$ 30.00
Assessor	8-1/2" x 11" Map	\$ 3.00
	11" x 17" Map	\$ 4.00
	24" x 36" Map without aerials	\$ 15.00
	24" x 36" Map with aerials	\$ 20.00
	Manufactured home decal	\$ 5.00
Coroner	Autopsy Report	\$ 125.00
	Toxicology Report	\$ 100.00
	Cremation Permit	\$ 25.00
	Coroner's Report	\$ 25.00
Fire Department	Records of all required monthly, quarterly, and annual system inspections, tests, and maintenance, as required by Jasper County Code of Ordinances Chapter 6 Buildings and Building Regulations and their respective referenced National Fire Protection Association standards shall be provided to the County of Jasper through an approved third party inspection reporting system and reporting parties shall pay any fees associated with that service to the county's third party service provider.	Third-Party Software Fee
GIS (Mapping)	Wall - Multiple Architect E (Paper Color Plots)	\$65.00 per page
	Architect - E 36 x 44 (Paper Color Plots)	\$ 60.00
	Architect - D 24 x 36 (Paper Color Plots)	\$ 55.00
	Architect - C 18 x 24 (Paper Color Plots)	\$ 50.00
	Legal - B 11 x 17 (Paper Color Plots)	\$ 35.00
	Letter - 8.5 x 11 (Paper Color Plots)	\$ 30.00
	Vector Data by Planning Area - Digital Data (Unincorporated Jasper County, City of Hardeeville, and Town of Ridgeland)	\$100.00 per layer
	Aerial Imagery - Digital Data (2019, 2023)	\$50.00/tile
	LiDAR - Digital Data (2022)	\$50.00/tile
	Entire Jasper County Street Atlas with Binder	\$ 150.00
Public Works	Container rentals (dismantlers, retailers)	\$ 400.00
	Culverts \$11.00/ft. plus tax (per joint)	\$ 113.36
	Dirt (self load) per yard	\$ -
	Dirt (loaded) per yard	\$ -
Register of Deeds	Copy - Plat, Arch D - 26" x 36" (per page)	\$ 3.00
	Copy - Plat, Tabloid - (per page)	\$ 1.00
	Copy - Plat, 8-1/2" x 11" (per page)	\$ 0.50
	Copy - Deeds, Mortgages, Power of Attorney, etc. (per page)	\$ 0.50
	Certified Copies - \$1.00 per page and \$2.00 to certify	Certified Copies - \$1.00 per page and \$10.00 to certify
Tax Collector	Rollover from current to delinquent	\$ 15.00
	Certified mailings	\$ 20.00
	Posting of property	\$ 36.00
	Advertising properties (published in local newspaper for three consecutive weeks prior to tax sale)	\$ 10.00
	Deed Preparation Fee	\$ 250.00
	Bidder Registration Fee	\$ 25.00
	Bidder Default Fee	\$ 500.00
	Title Search Fee	\$ 50.00

**Jasper County
Budget Ordinance
Fee Schedule
Fiscal Year 2026-2027**

<u>Department</u>	<u>Fee Description</u>	<u>Amount</u>	
Sargeant Jasper Park (SJP)	SJP Banquet Hall (before 6pm)	8am-12pm \$300 5pm \$300 or \$500	1pm- All day
	each additional hour from 6 pm - 10pm	\$	50.00
	SJP Picnic Shelter (before 6pm)	\$	150.00
	each additional hour from 6 pm - 10pm	\$	50.00
	SJP Gazebo (before 6pm)	\$	150.00
	each additional hour from 6 pm - 10pm	\$	50.00
	Innova Disc rentals per Disc	\$	2.00
	Discs for Purchase	\$	9.00
	Discs for Purchase	\$	10.00
	Discs for Purchase	\$	11.00
	Discs for Purchase	\$	13.00
	Fishing per Adult, from age 13 and up, 65 years and older are free	\$	10.00
	Fishing per Child 7-12 years old (all day) under 7 free	\$	2.00
	Fishing Pass for 6 months	\$	100.00
	Fishing Pass yearly	\$	180.00
	Kayak/Canoe (Rental) 1-4 hours per vessel	\$	10.00
	Kayak/Canoe (Rental), each additional hour	\$	10.00
	Kayak/Canoe (Bring Your Own) Launching Fee	\$	2.00
	Jon Boat (Bring Your Own) Launching Fee	\$	5.00
	Jon Boat - Group Rate: 10 or more (4 hours)	\$	100.00
	Jon Boat - Group Rate: 10 or more (All day)	\$	150.00
	Life Vest Rental	\$	5.00
	Refundable Deposit	\$	200.00
Parks & Recreation	Community Centers 1-4 hours (Levy Limehouse, Tillman-Wagon Branch, Tarboro, and Robertville)	10am-8pm \$300 After 8pm \$50 per hour	
	Community Center, each additional hour after 4 hours (up to 11pm)		
	Picnic Shelters at Small Community Parks 1-4 hours (Grays Hill and Cherry Hill) (Open from Dusk to Dawn)	\$	100.00
	Picnic Shelters, each additional hour after 4 hours	After 6pm \$50 per hour	
	Jasper County Farmers Market - Rental Fee	\$	600.00
	Jasper County Farmers Market - Security Deposit (8am to 11pm)	\$	200.00
	Fields and Courts--Baseball, Softball, Soccer and Basketball (all day) Includes the following: Airport Field, Cherry Hill Park Field, Tarboro Fields, Mitchellville Court, Coosawatchie Fields, JYRB Field, Tillman Wagon Branch, Robertville, and Levy.	\$	100.00
	Refundable Deposit	\$	200.00
	Non Jasper County Residents an additional rental fee of \$50.00		



SCHEDULE OF FEES Ridgeland – Claude Dean Airport

FY 26 - 27

Fuel (Aviation Gasoline) Full-Service	Commodity Pricing
Fuel (Jet -A) Full-Service	Commodity Pricing
After Hours Fee (Prior Notice Requested)	\$250 per hour
Crew/Pax Transport Fee (Flat Rate)	\$80
Daily Outdoor Basing Fee Grass (Piston)	\$10
Monthly Outdoor Basing Fee (Single-Engine Piston)	\$60
Monthly Outdoor Ramp Fee (Single Engine Piston)	\$120
Monthly Outdoor Ramp Fee (Light Piston Twin)	\$150
Monthly Outdoor Ramp Fee (Heavy Piston Twin)	\$550
Monthly Outdoor Ramp Fee (Turbine)	\$550
Daily Ramp Fee (SE Piston), waived with 15-gallon fuel purchase	\$10
Daily Ramp Fee (Piston, Multi-Engine), waived with 20-gallon fuel purchase	\$15
Daily Ramp Fee (Turbo Prop) waived with 60-gallon fuel purchase	\$140
Daily Ramp Fee Twin Turbo Prop waived with 120-gallon fuel purchase	\$280
Daily Ramp Fee Very Light Jet waived with 110-gallon fuel purchase	\$250
Daily Ramp Fee Light Jet waived with 180-gallon fuel purchase	\$380
Daily Ramp Fee Midsize Jet waived with 250-gallon fuel purchase	\$580
Daily Ramp Fee Super Mid-Size Jet waived with 325-gallon fuel purchase	\$700
Daily Ramp Fee Large Jet waived with 475-gallon fuel purchase	\$1046
Long-term Vehicle Parking Fee, Monthly	\$60
Vehicle Parking Daily	\$10
Hangar Ground Lease Rate (per square foot)	Pending Council Approval
Ice	\$7
GPU Air Start (Turbine)	\$65 Per Start
GPU (Piston)	\$35 Per Start
Airplane Towing (Turbine)	\$80 Per Tow
Airplane Towing (Piston)	\$35 Per Tow
Lavatory Service	\$90 Per Service
FBO Conference Room (FBO Customer)	No Charge
Conference Room (Others)	\$40 Per Hour

AGENDA

ITEM # 10

ADMINISTRATOR'S
REPORT



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

James "Jim" Iwanicki, P.E.
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Tisha L. Williams
Executive Assistant

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SEPTEMBER 8, 2026 - COUNCIL MEETING

ADMINISTRATOR'S REPORT

1. Calendar Year 2026 Special Called Meetings and Workshops:
Updated spreadsheet follows this report.

PROGRESS REPORT

August 11, 2026 – August 31, 2026

1. Held an in-person Team meeting with my direct reports on August 11.
2. Attended a virtual meeting about the Exit 3 project on August 12.
3. Attended the Airport Advisory Board on August 12.
4. August 13 attended a meeting to discuss the Airport.
5. August 14 discussed litigation cases with Evan Phillips of Parker Poe.
6. August 14 discussed litigation cases with Chris Johnson of Bettis Law Group.
7. August 17 visited the Airport and discussed operations and the inspected airport facilities.
8. Attended August 17 council meeting.
9. Held an in-person Team meeting with my direct reports on August 18.
10. On August 19 held a meeting with elected official to open lines of communication.
11. On August 21 hosted information and communication meeting with Hardeeville Manager and Ridgeland Manager.

12. Attended a virtual meeting about the Exit 3 project on August 21.
13. Meet in of the as needed services architects, Boomerang, and Mr. Larson to discuss possible upcoming projects on August 24.
14. Attended a LATS Technical Committee Meeting on August 24.
15. Held an in-person Team meeting with my direct reports on August 25.
16. Attended agenda setting meeting for the September 8 meeting on August 25.
17. Attended an Argent Boulevard design standards meeting with SCDOT and our Program management team on August 27.
18. Met with Magistrates Lee and Badgett to discuss a key issue at the Detention Center on August 31.
19. Met with Sheriff Malphrus to discuss a key issue at the Detention Center on August 31

County Council
2026 Workshops

	Topic	Type of Meeting	With Council Meeting or Stand Alone	Day	Date	Time	Venue
1	Jasper Tellfair Development	workshop	w/ council meeting	Monday	1/5/2026	5:30pm	Council Chambers
2	Transfer of Custody - Detention Center	special meeting	stand alone	Monday	1/14/2026	4:00pm	Virtual
3	Jasper County Greenbelt Program	workshop	w/ council meeting	Monday	1/20/2026	5:00pm	Council Chambers
4	Business Items and Financial Retreat	special meeting	stand alone	Monday	1/26/2026	9:30pm	Council Chambers
5	Personnel Matters & AUP	executive session	stand alone	Monday	2/5/2026	2:00pm	Council Chambers
6	Intergovernmental Agreements	executive session	stand alone	Monday	2/9/2026	5:00pm	Hardeeville City Hall
7	Euhaw Overlay District	workshop	stand alone	Monday	3/23/2026	1:00pm	Council Chambers
8	Budget Workshop - Board of Elections	workshop	w/ council meeting	Monday	4/6/2026	4:00pm	Council Chambers
9	Shared Services Town of Ridgeland	executive session	stand alone	Wednesday	4/15/2026	4:00pm	Town of Ridgeland
10	Jasper Telfair PDD and Development Agreement	workshop	w/ council meeting	Monday	4/20/2026	4:00pm	Council Chambers
11	Shared Fire and EMS Services Hardeeville	special meeting	stand alone	Wednesday	5/5/2026	10:00am	Hardeeville City Hall
12	Budget Workshop - Clerk of Court & General Info	workshop	w/ council meeting	Monday	5/18/2026	4:00pm	Council Chambers
13	Shared Hardeeville Services & Budget Workshop	special meeting	stand alone	Wednesday	5/27/2026	10:00am	Council Chambers
14	School System Budget Workshop & Budget Workshop	workshop	w/ council meeting	Monday	6/1/2026	4:00pm	Hardeeville City Hall
15	Budget Workshop	workshop	stand alone	Wednesday	6/10/2026	3:00pm	Council Chambers
16	Budget Workshop	workshop	w/ council meeting	Monday	6/15/2026	4:00pm	Council Chambers
17	Budget Workshop	workshop	stand alone	Monday	6/22/2026	3:00pm	Council Chambers
18	Budget Workshop	special meeting	stand alone	Wednesday	6/24/2026	3:00pm	Council Chambers
19	Budget	special meeting	stand alone	Monday	6/29/2026	10:00am	Council Chambers
20	Employee Handbook Workshop	workshop	w/ council meeting	Monday	7/20/2026	5:00pm	Council Chambers
21	Animal Shelter Workshop	workshop	stand alone	Wednesday	7/22/2026	2:00pm	Council Chambers
22	Motorola Detention Center Workshop	workshop	stand alone	Tuesday	8/18/2026	4:00pm	zoom
23	Administrator Interviews	special meeting	stand alone	Wednesday	9/9/2026		Council Chambers
24	Administrator Interviews	special meeting	stand alone	Thursday	9/10/2026		Council Chambers
25	Strategic Planning Session	workshop	stand alone	Thursday	9/18/2026	All Day	Palmetto Elec Ridgeland
26	Capital Improvement Workshop	workshop	w/ council meeting	Monday	9/21/2026	4:00pm	Hardeeville City Hall
27	Fy 2028 Budget Planning Session	workshop	w/ council meeting	Monday	9/21/2026	4:00pm	Hardeeville City Hall
28	Joint Meeting re: Economical Development	workshop	TBA	TBA	TBA	TBA	TBA
29	Cyber Security	workshop	TBA	TBA	TBA	TBA	TBA

Completed

Budget Adoption Schedule

First Reading **5/18/2025**

Public Hearing and Second Reading **6/15/2026**

Third and final Reading **6/29/2026**

AGENDA
ITEM # 11
COUNCIL
MEMBER'S
COMMENTS