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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](mailto: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](mailto:comments@jaspercountysc.gov) by 1:00 PM on Monday, June 15, 2026, or sign in on the colored Public Hearing Sign-in Sheet on the chair in the back of the Council Chambers before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

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

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

For more information, call 843-717-3696. Instructions may also be found at the Jasper County website [www.jaspercountysc.gov](http://www.jaspercountysc.gov)



# JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, June 15, 2026

## AGENDA

### 3:00PM: Executive Session with the City of Hardeeville

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Executive Session SECTION 30-4-70.

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

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

**(1) Joint Services Contract with the City of Hardeeville**

(Chairman Rowell has recused himself from this Executive Session)

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.**

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

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

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***At the conclusion of this Executive Session the Jasper County Council will move into the Budget Workshop.***

### Budget Workshop

- FY 26/27 Budget by Kim Burgess

### 5:00 PM: Council Executive Session

➤ Please silence your phones during the Meeting.

1. Call the Council Meeting to Order by Chairman Rowell

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

**2. Pledge of Allegiance and Invocation:**

**3. Approval of the Agenda:**

**4. Approval of the Consent Agenda:**

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

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**CONSENT AGENDA ITEMS:**

**A) Approval of the Minutes of 12.01.2026**

*This is the end of the Consent Agenda Items.*

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**5. Executive Session SECTION 30-4-70.**

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

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

**(1) Discussion related to recruiting and development with the Cypress Ridge Business and Industrial Park;**

**(2) Legal Advice for Resolution # [R-2026-26](#)**

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.**

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**6:00 PM: Regular Session**

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• **Come out of Executive Session:**

• **Return to Open Session:**

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

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

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**6. Presentation:**

A) **Mr. Hank Amundson, LCOG Executive Director** – Introduction to Council as the LCOG Executive Director and a Q & A with Council.

B) **Eric Larson** – Presentation on Jasper County Community Centers and the Coosawhatchie Community Center Update.

C) **Eric Larson and Kate Schaffer (Beaufort County Open Land Trust)** - Consideration of the investment of \$2,000,000 to The Nature Conservancy from the Jasper County Greenbelt Program for the acquisition of a conservation easement on the Chelsea State Forest in Jasper County.

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## 7. CITIZEN COMMENTS:

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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.

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## 8. RESOLUTIONS

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A) **Russell Wells and Eric Larson** – Consideration of Resolution **#R-2026-37** of Jasper County, SC. Confirming Appointment/Appointing Code Enforcement Officer For The Proper Security, General Welfare, And Convenience Of Jasper County.

B) **Russell Wells and Eric Larson** – Consideration of Resolution **#R-2026-38** of Jasper County, SC. Confirming Appointment/Appointing Litter Control Officers For The Proper Security, General Welfare, And Convenience of Jasper County.

C) **Jim Iwanicki / Burr Forman** – Consideration of Resolution **#R-2026-39** of Jasper County, SC. for Consideration of placing the Single Member District Referendum on the November Ballot.

D) **Eric Larson** - Consideration of Resolution **#R-2026-40** of Jasper County, SC. Approving the investment of \$2,000,000 to The Nature Conservancy from the Jasper County Greenbelt Program for the acquisition of a conservation easement on the Chelsea State Forest in Jasper County.

E) **Kimberly Burgess** – Consideration of Resolution **#R-2026-35** of Jasper County, SC. Approving Annual Contracts For Fiscal Year 2027 Greater Than \$25,000 And Authorizing The County Administrator To Execute The Contracts. *(Removed from the 06.01.2026 agenda)*

F) **Keith Horton, Clerk of Court and Jessica Davis** - Consideration of Resolution **#R-2026-26** a Resolution of Jasper County, South Carolina, Approving the Establishment of a Rollover Bank Account for Unencumbered Title IV-D Child Support Funds Known as Unit Cost Reimbursement Funds. *(Item was tabled at the 05.04.2026 meeting; Tabled at the 06.01.2026 meeting)*

G) **Kimberly Burgess** – Consideration of Resolution **#R-2026-41** a Resolution of Jasper County Council Finding That Normal Daily Operations of the Jasper County Levy Fire Station (“Station #25”) are Affected by the Necessity for the Expedient Replacement of the Septic System Drainfield and Pursuant to Section 2-412 of the Jasper County Code of Ordinances Which Allows for Emergency Procurement Where Normal Daily Operations are Affected, and to Authorize the County Administrator to Contract With Ideal Waste Water Solutions for the Installation of a New Septic System Drainfield and Obtain the Services on Behalf on Jasper County, and Matters Related Thereto.

H) **Kimberly Burgess** – Consideration of Resolution **#R-2026-42** of Jasper County Council to Approve the Procurement of Technology Replacements for Jasper County and the Jasper County Emergency Communications Center Through a State of South Carolina Contract, and Matters Related Thereto.

I) **Kimberly Burgess** – Consideration of Resolution **#R-2026-43** of Jasper County Council to Approve the Procurement of Technology Replacements for Jasper County and the Emergency Services Division Through a Cooperative Purchasing Agreement and Pursuant to the Jasper County Purchasing and Contracting Ordinance, and Matters Related Thereto.

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## 9. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

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A) **Lawrence Flynn and Chief Wells** – **Public Comments** and Consideration of the **3<sup>rd</sup> Reading** of Ordinance **#O-2026-17** Amending Chapter 9 of the Code of Ordinances of Jasper County Regarding Fire Protection Districts to Create the Jasper County Rural Fire Protection District; Eliminating all Existing Fire Protection Districts; Authorizing the Novation of all Outstanding Bonds and Other Debt Obligations to the New District; Requesting and Accepting Dedication of County-Funded Fire Capital Equipment and Facilities; Authorizing a Fire Service Contract Between the New District and The City Of Hardeeville; Authorizing the Lease of Certain County Real Property; Authorizing the Conveyance of Certain Personal Property; and Other Matters Relating Thereto. *(1<sup>st</sup> Reading 04.06.2026; Public Hearing and 2<sup>nd</sup> Reading 05.04.2026)* (Chairman Rowell has recused himself from this item Ord# O-2026-17 under regular session)

B) **Keith Horton, Clerk of Court and Jessica Davis** – Consideration of the Request to Approve the Purchase of two X-ray Machines—one for the Courthouse and one for the Administrative Building—for a total of two machines, to be funded from this new line item. *(Item was tabled at the 05.04.2026 meeting; Tabled at the 06.01.2026 meeting)*

C) **Kimberly Burgess** – **Public Hearing** and Consideration of **3<sup>rd</sup> Reading** Ordinance **#O-2026-18** to provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1st, 2026 and ending June 30th 2027 and to make appropriations for said purposes; to adopt and approve the Jasper County capital and operations budget for fiscal year 2026-2027, to adopt and approve the Jasper County School District capital and operations budget for fiscal year 2026–2027; to provide for the levy of taxation for fiscal year 2026–2027; to limit the disbursements by the county treasurer to those appropriated by law; to provide that expenditures not exceed appropriations; to authorize tax anticipation notes; to make authorization of certain transfers; to provide for additional appropriations and borrowing; to codify Jasper

County rates and fees; to provide for lapsing funds and continuing appropriations for subsequent years; to require certain agencies and departments to file accountings; to require the treasurer to sign general fund checks; to provide special rules for travel and training disbursements; to provide for travel reimbursements; to provide compliance with act no. 317 of 1990; to provide certain benefits to council members; to provide for county commission and committee stipends; to provide for jury mileage; to adopt property values; and to provide for effective date of this ordinance, and matters related thereto. *(1<sup>st</sup> reading 05.18.2026 by Title Only; 2<sup>nd</sup> reading 06.01.2026)*

D) **Kimberly Burgess** – Consideration of the **2<sup>nd</sup> Reading** of Ordinance **#O-2026-19** to Provide for the Issuance and Sale of not Exceeding Two Million Dollars (\$2,000,000) Aggregate Principal Amount of General Obligation Bonds of Jasper County, South Carolina in one or more series, to Prescribe the Purposes for which the Proceeds Shall Be Expended, to Provide for the Payment Thereof, and to Provide for Other Matters Related Thereto.*(1<sup>st</sup> Reading 06.01.2026)*

E) **Lisa Wagner** - Consideration of the **3<sup>rd</sup> Reading** of Ordinance **#O-2025-33** to Amend Jasper County Zoning Ordinance, Article 5, *Zoning District Regulations*, To Add One (1) New Primary Zoning District, Village Commercial (VC), one (1) New Overlay District, Euhaw Overlay District (EOD); Amend Article 6, *Use Regulations*, To Add Uses For The VC Zoning District; Amend Article 7, *Primary Districts*, To Add Lot Size, Lot Width, And Setback Requirements For VC Zoning District, Amend Minimum Lot Width Requirements In Other Zoning Districts, And Amend Riparian Buffer Requirements; Amend Article 8, *Special Purpose Districts*, To Add A New Section, Article 8:9 Euhaw Overlay District, Which Includes Design Standards And Requirements For The Euhaw Overlay District (EOD); Amend Article 11, *Conditional Use Review And Regulations*, To Add Conditions For Certain Uses; Amend Article 15, *Sign Regulations* To Add Standards For The VC Zoning District; Amend The Jasper County Official Zoning Map To Re-Zone Some Properties Within The Euhaw Broad River Planning Area To The Rural Preservation-Zoning District, The Residential Zoning District And The Village Commercial Zoning District; And Other Matters Related Thereto.  
*(1<sup>st</sup> Reading 07.15.2024; Public Hearing 09.19.2024 and 05.05.2025; 2<sup>nd</sup> Reading Tabled 11.03.2025; and 2<sup>nd</sup> Reading 04.20.2026)*

F) **Hunter Smiley** – **Public Hearing** and Consideration of **2<sup>nd</sup> Reading** of Ordinance **#O-2026-20** to amend the Official Zoning Map of Jasper County so as to transfer a property located along Hoota Woods Plantation Road, bearing Jasper County Tax Map Number 052-00-10-013 consisting of 312.43 acres from the Residential Zone and Rural Preservation Zone to the Rural Preservation Zone on the Jasper County Official Zoning Map.*(1<sup>st</sup> Reading 06.01.2026)*

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

H) **Jim Iwanicki** - Consideration of approval of M.B. Kahn work authorization for upfit of 112 Weathersbee Street not to exceed \$355,700 and to authorize the County Administrator or his designee to execute all necessary documents related to the project.

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10. Administrator's Report:

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11. Councilmember Comments and Discussion

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12. Adjournment:

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*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.

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AGENDA

ITEM:

Workshop

\*\*No information for the workshop was provided for the agenda e-packet\*\*

# Consent Agenda

## ITEM #4



# JASPER COUNTY COUNCIL COUNCIL WORKSHOP AND MEETING

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

Monday, December 1, 2025

Minutes

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

**Staff Present:** County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, Kimberly Burgess, Lisa Wagner, James Iwanicki, Chief Russell Wells, and Videographer Jonathan Dunham.

The workshop was called to order by Chairman Kemp.

## 5:00 PM Workshop

- **Cate Browne - NorthPoint Development Update and Infrastructure Needs**

A major focus was the development of a water line designed to support a manufacturing site and create approximately a number of high-wage jobs. The possibility of grants was discussed, which would help to minimize the burden on local taxpayers. The Council reviewed the status and funding of this major water line project designed to support industrial growth in the Highway 17 corridor. The topic of upcoming potential jobs for this area was discussed. The costs of the project were discussed, as well as the known funding sources, the shortfall of the project and the county portion of the investment. It was noted that the project was in its final stages with completion expected sometime possibly in the first quarter of 2026. Council members discussed their concerns and the importance of the recouping of these costs in the future. Staff would be working on this project with the BJWSA and they would return to Council with a resolution for approval.

- **Andrew Fulghum – Appropriations for FY2027**

The Council discussed a proposal to have the Community Foundation of the Lowcountry (CFL) administer the county's annual community grant requests. The CFL would potentially establish a Jasper County Grants Advisory Committee composed of local residents. The foundation would handle the paperwork, vetting of requesters, and reporting on how funds are utilized. There was a consensus that the Council must maintain final review and oversight of all recommendations. A method of some sort of a draw system or a receipt system was discussed to ensure taxpayer money is spent as allocated was discussed. County staff would be meeting with the CFL to address questions and develop a formal proposal. A follow-up workshop will be scheduled to review the refined framework.

**Adjournment of the workshop:** The workshop concluded following the discussion on appropriations. It was unanimously agreed upon to exit the workshop and move into the Council Meeting.

## 6:00 PM Council Meeting

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

In accordance with the Freedom of Information Act the electronic and print media were notified. During periods of review, discussion and/or presentations minutes are typically condensed and paraphrased. The recorded version is available online at: [https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA). Closed captions are also available for all of our County Council videos.

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

### 3. Approval of the Consent Agenda:

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

**Motion to approve:** Councilman

**Second:** Councilman

**Vote:** Unanimous

The motion passed.

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### CONSENT AGENDA ITEMS:

#### 4. Approval of the Minutes of 07.21.2025

5. **Lisa Wagner** – Consideration of the **3<sup>rd</sup> Reading** of Ordinance **#O-2025-35** to amend Article 12:1 of the Jasper County Zoning Ordinance, Off-Street Parking, to add parking requirements for shell buildings and residential uses, update the Off-Street Parking Design Standards diagram; And Other Matters Relating Thereto. (1<sup>st</sup> Reading 11.03.2025; Public Hearing and 2<sup>nd</sup> Reading 11.17.2025)

This is the end of the Consent Agenda Items.

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#### 6. Approval of the Regular Agenda:

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### PROCLAMATION:

#### 7. **Councilman Arzillo** – Proclamation of Appreciation to the Poll Workers.

Councilman Arzillo read the Proclamation and he along with the rest of the Council presented this Proclamation of Appreciation to Jeanine Bostick, Director of Elections and Voter Registration. Director Bostick accepted this proclamation on behalf of all of the Poll Workers in Jasper County.

**8. Chairman Kemp – Proclamation to Sabrena Graham, Executive Director of the Lowcountry Council of Governments.**

Chairman Kemp read the Proclamation and he along with the rest of the Council presented this Proclamation to Sabrena Graham, Executive Director of the Lowcountry Council of Governments for her service to South Carolina and to Jasper County specifically during her tenure with the Lowcountry Council of Governments.

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**CITIZEN COMMENTS:**

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**9. 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.**

Lafayette Weber – Concerns about properties and the delinquent tax office.

Keith Hughtes – Discussed JARM and the animal shelter.

Cathy DeCourcy – Discussed her concerns of rumors she had heard regarding animals and her concern for the animals in Jasper County.

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**RESOLUTIONS**

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**10. Chairman Kemp – Consideration of Resolution [#R-2025-66](#) A Resolution of Jasper County, South Carolina, A Resolution Approving Certain Amendments and Modifications to the County Administrators Contract; Authorizing the Chairman of County Council to Execute an Agreement to Memorialize Such Amendments and Modifications, and Other Matters Related Thereto.**

Chairman Kemp reviewed and addressed this issue for the consideration of Resolution #R-2025-66. He noted that this resolution was due to an audit performed by PEBA and some cleaning up of previous resolutions. He clarified that this resolution was to approve certain amendments and modifications to the County Administrators Contract and to authorizing the Chairman of County Council to execute an agreement to memorialize such amendments and modifications

**Motion to approve:** Councilman VanGeison

**Second:** Councilman Arzillo

**Vote:** Unanimous

The motion passed.

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**PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS**

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**11. Taylor Boykin – Consideration of the [2<sup>nd</sup> Reading](#) of Ordinance [#O-2025-32](#) authorizing the execution and delivery of a special source revenue credit agreement by and between Jasper County, South Carolina and Palmetto Plastics Innovations LLC, a company also known as Project Pilgrimage, with respect to certain economic development property in the county, whereby such property will receive certain special source credits; and other matters related thereto. (*1<sup>st</sup> reading 10.20.2025; Public Hearing 11.17.2025*) (Project Pilgrimage)**

Taylor Boykin was present to review and discuss the 2<sup>nd</sup> Reading of Ordinance #O-2025-32 authorizing the execution and delivery of a special source revenue credit agreement by and between Jasper County, South Carolina and Palmetto Plastics Innovations LLC, a company also known as Project Pilgrimage, with respect to certain economic development property in the county, whereby such property will receive certain special source credits. Mr. Boykin noted that Palmetto Plastics was locating in Hardeeville and they noted that they would be investing an additional seven million dollars and create 10 additional jobs with these incentives. Council thanked Mr. Boykin for answering all of their questions.

**Motion to approve:** Councilman

**Second:** Councilman

**Vote:** Unanimous

The motion passed.

**12. Kimberly Burgess – Consideration of the 2<sup>nd</sup> Reading of Ordinance #O-2025-36 of Jasper County Council to Authorize and Ratify the Imposition of New Fees, and Matters Related Thereto. (1<sup>st</sup> Reading 11.17.2025)**

Kimberly Burgess was present to review and address this request for the consideration of approval of the 2<sup>nd</sup> Reading of Ordinance #O-2025-36 of Jasper County Council to Authorize and Ratify the Imposition of New Fees.

Ms. Burgess was present to review and discuss consideration of the 2<sup>nd</sup> Reading of the Ordinance #O-2025-36 of Jasper County Council to Authorize and Ratify the Imposition of New Fees. Ms. Burgess reviewed the noted the changes to the fee schedule.

**Motion to approve:** Councilman VanGeison

**Second:** Councilman Rowell

**Vote:** Unanimous

The motion passed.

**13. Kimberly Burgess – Presentation and Consideration of Approval of Bids for the Department of Social Services for a Roof Replacement.**

Kimberly Burgess was present to review and address this request for the consideration of approval of the bids for the Department of Social Services for a Roof Replacement. She noted that the bids had been advertised for and received bids on November 6<sup>th</sup>. She noted that there had been 4 qualified bids received. She stated that the low bidder was Palmetto Roofing Specialties and they met all of the requirements. She said that staff asked that they approve the bid with Palmetto Roofing Specialties and that they authorize that the County Administrator to sign the documents necessary to begin the project.

**Motion to approve:** Councilman Rowell

**Second:** Councilman Ceccarelli

**Vote:** Unanimous

The motion passed.

**14. Kimberly Burgess – Presentation and Consideration of Approval of Bids for the Scoreboards for the JRYB Baseball Fields.**

Kimberly Burgess was present to review and address this request for the consideration of approval of Bids for the Scoreboards for the JRYB Baseball Fields. She noted that they had advertised for bids for the supply of 4 Scoreboards and bids were due on 11.13.2026, and she noted that the invitation to bid did not include installation. She noted that they had received 5 bids. She mentioned that they had since learned that the scoreboards must be installed by the provider so as not to void any warranties. She said the bidder of choice was Electro-Mech Scoreboard Co. noting that they had met all requirements. She noted that this would include installation and asked that the County Administrator execute all documents or agreements for the project. She did note that this was the lowest bid that met the bid specifications.

**Motion to approve:** Councilman Ceccarelli

**Second:** Councilman Arzillo

**Vote:** Unanimous

The motion passed.

**15. Andrew Fulghum and Nicole Holt – Consideration of Approval for an ADP Upgrade for Enhanced Payroll Processing.**

Andrew Fulghum was present to review and address this request for the consideration of approval for an ADP Upgrade for Enhanced Payroll Processing. He discussed the reason for the necessary upgrade to enhance the payroll processing system. He said this was an additional module to ADP that would do a number of things as provided in your packet. He noted that the real benefit was that a live agent on the ADP side to assist with payroll. He said that this person along with the upgraded module could monitor our payroll, and audit and assist with our payroll. He said they would be able to reduce a full time equivalent (FTE) in the Human Resource Department. He said that staff requests that Council purchase additional module and authorize the County Administrator to sign all documents necessary to implement the new module.

**Motion to approve:** Councilman Rowell

**Second:** Councilman Ceccarelli

**Vote:** Unanimous

The motion passed.

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

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

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**18. 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) Board Appointments

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice, where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – (1) Exit 3

### 3. Discussion regarding the Development of Security Personnel or Devices – (1) Information Technology

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. PLEASE BE ADVISED, THERE MAY BE VOTES BASED ON ITEMS FROM THE EXECUTIVE SESSION.

**Motion to approve going into Executive Session:** Councilman Ceccarelli

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

#### **Return to Open Session:**

Council returned to Open Session. There was no action to be taken from Executive Session.

For more information on this meeting please go to our YouTube Channel for the video. During meetings and / or workshops periods of review, discussion, presentation, comments, and other sections the minutes are typically condensed and paraphrased. The recorded version is available online at our YouTube Channel video at [https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA).

Closed captions are also available for all of our County Council videos. Just click the "CC" button to follow along.

#### **21. Adjournment:**

The motion passed, and the meeting adjourned.

#### **Respectfully submitted:**

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Wanda H. Giles  
Clerk to Council

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W.J. Rowell III  
Chairman

# AGENDA

## ITEM #6A

\*\*No information for this item was provided for the agenda e-packet\*\*

# AGENDA

## ITEM #6B

\*\*No information for this item was provided for the agenda e-packet\*\*

# AGENDA

## ITEM #6C

\*\*No information for this item was provided for the agenda 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

<b>Meeting Date:</b>	June 15, 2026
<b>Agenda Item:</b>	Resolutions Items 8.A and 8.B
<b>Project:</b>	Consideration of Resolution No. R-2026-37 Appointing Code Enforcement Officers and Resolution No. R-2026-38 Appointing a Litter Control Officer.
<b>Request:</b>	County Council is requested to approve Resolution No. R-2026-37 appointing Craig Ally and Carlos Posso as Code Enforcement Officers and, Resolution No. R-2026-38 appointing Craig Ally as a Litter Control Officer.
<b>Action Needed:</b>	Approval of Resolutions.
<b>Recommendation:</b>	Staff recommend approval of Resolution No. R-2026-37 appointing Craig Ally and Carlos Posso as Code Enforcement Officers, and Resolution No. R-2026-38 appointing Craig Ally as a Litter Control Officer.

### Description:

In May 2026, the Code Enforcement Department was moved from Emergency Services Division to Development Services Division. With this move, three positions were advertised to fill vacant roles within the Department. Mr. Craig Ally was hired as the Code Enforcement Supervisor and Mr. Carlos Posso was hired as the Code Enforcement Coordinator. These resolutions formalize the appointment of Craig Ally and Carlos Posso as Code Enforcement Officers and Criag Ally as the Litter Control Officer. The appointments will support the County's efforts to enforce local ordinances, address litter violations, and promote the health, safety, and welfare of Jasper County residents.

### Staff Recommendation:

Approval of Resolution No. R-2026-37 and Approval of Resolution No. R-2026-38.

### Attachment(s):

Resolution No. R-2026-37 and Resolution No. R-2026-38

**JASPER COUNTY, SOUTH CAROLINA  
RESOLUTION NUMBER R-2026-37**

**A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA  
APPOINTING A CODE ENFORCEMENT OFFICER FOR JASPER  
COUNTY FOR THE PROPER SECURITY, GENERAL WELFARE, AND  
CONVENIENCE OF JASPER COUNTY**

**WHEREAS**, Jasper County, South Carolina (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”), is organized and governed according to and pursuant to the Constitution and general laws of the State, and has as its governing body the Jasper County Council (the “**County Council**”); and,

**WHEREAS**, pursuant to South Carolina Code Section 4-9-145, the governing body of a county “may appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the county”; and

**WHEREAS**, County Council desires to appoint Craig Ally, Carlos Posso, and Eric Larson as a Code Enforcement Officers for the County,

**NOW, THEREFORE**, it is hereby resolved by the Jasper County Council, in a 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. County Council approves the appointment of Craig Ally, Carlos Posso, and Eric Larson as a Code Enforcement Officers for the County in accordance with South Carolina Code Section 4-9-145.
3. 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.
4. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
5. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

**RESOLVED** this 15th day of June 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-2026-37  
Adopted: June 15, 2026

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

\_\_\_\_\_  
Burr & Forman LLP  
Walter J. Nester, III, Partner

\_\_\_\_\_  
Date

AGENDA  
ITEM #8B



# 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

<b>Meeting Date:</b>	June 15, 2026
<b>Agenda Item:</b>	Resolutions Items 8.A and 8.B
<b>Project:</b>	Consideration of Resolution No. R-2026-37 Appointing Code Enforcement Officers and Resolution No. R-2026-38 Appointing a Litter Control Officer.
<b>Request:</b>	County Council is requested to approve Resolution No. R-2026-37 appointing Craig Ally and Carlos Posso as Code Enforcement Officers and, Resolution No. R-2026-38 appointing Craig Ally as a Litter Control Officer.
<b>Action Needed:</b>	Approval of Resolutions.
<b>Recommendation:</b>	Staff recommend approval of Resolution No. R-2026-37 appointing Craig Ally and Carlos Posso as Code Enforcement Officers, and Resolution No. R-2026-38 appointing Craig Ally as a Litter Control Officer.

### Description:

In May 2026, the Code Enforcement Department was moved from Emergency Services Division to Development Services Division. With this move, three positions were advertised to fill vacant roles within the Department. Mr. Craig Ally was hired as the Code Enforcement Supervisor and Mr. Carlos Posso was hired as the Code Enforcement Coordinator. These resolutions formalize the appointment of Craig Ally and Carlos Posso as Code Enforcement Officers and Criag Ally as the Litter Control Officer. The appointments will support the County's efforts to enforce local ordinances, address litter violations, and promote the health, safety, and welfare of Jasper County residents.

### Staff Recommendation:

Approval of Resolution No. R-2026-37 and Approval of Resolution No. R-2026-38.

### Attachment(s):

Resolution No. R-2026-37 and Resolution No. R-2026-38

**JASPER COUNTY, SOUTH CAROLINA  
RESOLUTION NUMBER R-2026-38**

**A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA  
APPOINTING A LITTER CONTROL OFFICER FOR JASPER COUNTY  
FOR THE PROPER SECURITY, GENERAL WELFARE, AND  
CONVENIENCE OF JASPER COUNTY**

**WHEREAS**, Jasper County, South Carolina (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”), is organized and governed according to and pursuant to the Constitution and general laws of the State, and has as its governing body the Jasper County Council (the “**County Council**”); and,

**WHEREAS**, pursuant to South Carolina Code Section 4-9-145, the governing body of a county “may appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the county”; and

**WHEREAS**, County Council desires to appoint Craig Ally as a Litter Control Officer for the County.

**NOW, THEREFORE**, it is hereby resolved by the Jasper County Council, in a 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. County Council approves the appointment of Craig Ally as a Litter Control Officer for the County in accordance with South Carolina Code Section 4-9-145.
3. 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.
4. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
5. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

**RESOLVED** this 15th day of June 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-2026-38  
Adopted: June 6, 2026

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

\_\_\_\_\_  
Burr & Forman LLP  
Walter J. Nester, III, Partner

\_\_\_\_\_  
Date

AGENDA  
ITEM #8C

**JASPER COUNTY, SOUTH CAROLINA  
RESOLUTION NUMBER R-2026-39**

**A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA APPROVING  
A REFERENDUM VOTE TO PROVIDE ELECTION OF COUNTY  
COUNCIL MEMBERS BY SINGLE-MEMBER DISTRICT VOTING  
RATHER THAN AT-LARGE VOTING**

**WHEREAS**, Jasper County, South Carolina (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”), is organized and governed according to and pursuant to the Constitution and general laws of the State, and has as its governing body the Jasper County Council (the “**County Council**”); and,

**WHEREAS**, County Council consists of five (5) members elected by at-large County-wide; and

**WHEREAS**, the County consists of four (4) township districts, each represented by a member of County Council who must reside in the township district they represent; and

**WHEREAS**, the fifth County Council member is elected from any one of the four (4) township districts and is elected at-large; and

**WHEREAS**, all five (5) County Council members are elected utilizing at-large voting as the method of election for the members of County Council; and

**WHEREAS**, pursuant to South Carolina Code Section 4-9-10(c), the method of election of County Council members may be changed by a referendum vote approved by a majority of persons voting in the referendum; and

**WHEREAS**, some voting citizens of the County have requested County Council to change the method of election from at-large voting to single-member district voting; and

**WHEREAS**, County Council proposes to hold a referendum vote in November of 2026 to determine whether voters in the County prefer single-member district voting for the four (4) township district seats instead of at-large voting as described herein.

**NOW, THEREFORE**, it is hereby resolved by the Jasper County Council, in a 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. County Council approves a referendum vote in November 2026 to allow the voters

of the County to vote for or against a change of the method of election of County Council members from at-large voting to single-member district voting for the four (4) township district seats and retaining the at-large method of election for the fifth County Council seat.

3. 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.
4. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
5. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

**RESOLVED** this 15<sup>th</sup> day of June 2026, in meeting duly assembled.

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

ATTEST:

\_\_\_\_\_  
Wanda Hendrix-Giles  
Clerk to County Council

Resolution R-2026-39  
Adopted: June 15, 2026

AGENDA  
ITEM #8D



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

## Jasper County Development Services Department

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

### Jasper County Council Staff Report

<b>Meeting Date:</b>	June 15, 2026
<b>Agenda Item:</b>	Presentation Item 6.C & Resolution #R-2026-40 (Item 8.D)
<b>Project:</b>	Chelsea Conservation Easement Project
<b>Request:</b>	Consider approval of a \$2,000,000 Greenbelt Program funding request to support the acquisition of a conservation easement on the Chelsea property located in Jasper County.
<b>Action Needed:</b>	Approve the allocation of \$2,000,000 in Greenbelt Program funds for the Chelsea Conservation Easement project.
<b>Recommendation:</b>	Staff recommends approval of the funding request, subject to compliance with all Greenbelt Program requirements and completion of applicable conservation easement documentation.

#### Description:

The Chelsea property consists of approximately 2,723 acres located within the Port Royal Sound Watershed. The project seeks to permanently protect the property through a conservation easement held by Open Land Trust. Conservation of the property will preserve significant wildlife habitat, wetlands, water quality resources, scenic road corridors, and lands adjacent to the Beaufort-Jasper Water and Sewer Authority (BJWSA) canal that provides drinking water to approximately 150,000 residents and military installations.

The project has secured substantial partner funding commitments, including \$5.5 million from the Department of Defense REPI Program and \$2 million from the Beaufort County Greenspace Program. The requested Jasper County Greenbelt contribution of \$2 million will assist in leveraging these funds and advancing long-term conservation objectives within the County.

#### Staff Recommendation:

Approve the allocation of \$2,000,000 in Greenbelt Program funds for the Chelsea Conservation Easement project.

#### Attachment(s):

Resolution #R-2026-40  
Application Packet  
Draft Easement Document

**JASPER COUNTY, SOUTH CAROLINA  
RESOLUTION NUMBER R-2026-40**

**A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA,  
APPROVING USE OF JASPER COUNTY GREENBELT PROGRAM FUNDS  
FOR THE CREATION OF A CONSERVATION EASEMENT BY THE OPEN  
LAND TRUST ON 2,672.72 ACRES KNOWN AS CHELSEA AND LOCATED  
IN PORT RORYAL SOUND WATERSHED**

**WHEREAS**, Jasper County, South Carolina (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”), is organized and governed according to and pursuant to the Constitution and general laws of the State, and has as its governing body the Jasper County Council (the “**County Council**”); and,

**WHEREAS**, the County Council approved the creation of the Jasper County Greenbelt Program (the “**Greenbelt Program**”) pursuant to Ordinance #O-2026-13 for the purposes of protecting real property as economic and environmental resources of major importance and to encourage a voluntary commitment to conservation by real property owners in the County; and

**WHEREAS**, the Open Land Trust has requested access to \$2,000,000.00 of the Greenbelt Program funds (“**Greenbelt Program Funds**”) to protect 2,672.72 acres in Chelsea (the “**Property**”), located in the Port Royal Sound, by the creation and recording of a Conservation Easement on the Property (“**Conservation Easement**”); and

**WHEREAS**, the Open Land Trust intends to combine the Greenbelt Program Funds with funds from the Department of Defense REPI Program, the Beaufort County Greenspace Program, and the South Carolina State Conservation Bank, in order to fund the Conservation Easement; and

**WHEREAS**, following the completion and recording of the Conservation Easement, the Property will be purchased by the SC Forestry Commission in order to make the Property a state forest with access to the public; and

**WHEREAS**, County Council desires to permit the expenditure of the Greenbelt Program Funds to facilitate the creation of the Conservation Easement on the Property as described herein.

**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 State Constitution and general laws of the State and the Jasper County Code of Ordinances.
2. County Council approves the expenditure of the Greenbelt Program Funds to facilitate the creation of a Conservation Easement on the Property.

3. 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.
4. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
5. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

**RESOLVED** this 15<sup>th</sup> day of June 2026, in meeting duly assembled.

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

ATTEST:

\_\_\_\_\_  
Wanda Hendrix-Giles  
Clerk to County Council

Resolution # R-2026-40  
Adopted: June 15, 2026

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

\_\_\_\_\_  
Burr & Forman LLP  
Walter J. Nester, III, Partner

\_\_\_\_\_  
Date

## Application for funding

### A. Overview:

1. Name of Project:

Chelsea State Forest

2. Project Executive Summary (250-500 words):

Chelsea is 2,672.72 acres in the heart of the Port Royal Sound watershed and is made up forested wetlands, pine savannas, meadows, maritime forests, and salt marsh. In the Jasper County community, it is a well-known place to fish, hunt, recreate, harvest timber, and spend time outdoors. The property protects salt marsh and water quality in the Port Royal Sound where residents fish, swim and recreate.

Chelsea includes 7.2 miles of frontage along Hazzard Creek, which drains into the Chechessee and Broad Rivers. It has 2.5 miles of frontage along Snake Road and 1.2 miles along SC Highway 462.

The property also buffers the BJWSA water canal for 1.3 miles. This is an open-air earthen canal that delivers drinking water from the Savannah River to all users north of the Broad River, which includes 150,000 residents and three military installations.

Open Land Trust requests \$2,000,00,000 from the Jasper County Greenbelt Program to protect Chelsea in perpetuity with a conservation easement. The Jasper County funding will be combined with funding from the Department of Defense REPI program (approved), Beaufort County Greenspace Program (approved) and SC State Conservation Bank (approved).

Following the easement, the property will be purchased by the SC Forestry Commission to become a new state forest with public access.

3. Type of Project (select one):

- Fee Simple
- Conservation Easement**
- Boat landing
- Heritage corridor

### B. Applicant Information:

1. Applicant Name: Open Land Trust

2. Mailing Address: P.O. Box 75 Beaufort SC 29901

3. Authorized Agent for Applicant:

a. Name: Kate Schaefer

b. Title: Land Protection consultant

- c. Phone: 843.521.2175
- d. Email: kate@openlandtrust.org

### **C. Property Information:**

1. Landowner Name(s): The Nature Conservancy, South Carolina.
  - a. Is the landowner an LLC, Limited Partnership, or any other entity? No.
2. Landowner Mailing Address: 4400 Leeds Avenue, Suite 430, North Charleston SC 29405
3. Property Address (if different from landowner address): Snake Road, Jasper County
4. Describe the current uses for the subject property: Current uses include forestry management and recreation. There is one current home on the property.
5. Parcel Identification Number(s): 081-00-02-001, 081-00-02-008, 081-00-02-009
6. Acreage: 2,672
7. Current Zoning Status – Rural Preservation
8. Site Accessibility – Is the property currently accessible by a road?: Yes.
9. Water Access – Does the subject property have direct access to water?: Yes.

### **D. Project Budget Information**

Applicant may provide quotes for due diligence/allowable costs and request for due diligence funding, or provide recent due diligence for review and request acquisition funding.

#### *Allowable Costs:*

- Appraisal: A full appraisal report less than one year old is required prior to closing and strongly encouraged to be included as part of the application and review process. Appraisers must be selected from SC Conservation Bank reviewed list: <https://airtable.com/appNo73zDs1liIkZf/shrXBgAHfGwsLGIpb/tblAqNvoQT75SJGby>
- Survey / Plat: An approved, recorded plat or boundary survey indicating the subject parcel's property lines is required prior to closing as it will be attached to the grant agreement. Survey/Plat must show actual acreage and boundary lines of the property or portion of the property being funded with Greenbelt monies, unless otherwise approved by the County.
- Environmental Survey Assessment (ESA): A Phase 1 ESA must be conducted on each greenbelt property prior to closing. The ESA does not need to be completed during the application process.
- Acquisition: Include the total requested for acquisition of the conservation easement or fee purchase. Include all other funding matches received or pledged, including any in-kind match, here.
- **Note:** Greenbelt funds cannot be used to pay for property taxes, deed stamps or structures. Allowable costs incurred by the applicant during the application process will not be reimbursed if the project is denied.

Provide a project budget using the table below and in narrative form:

**Budget overview (250-500 words):**

All due diligence is complete and attached. Due diligence includes an appraisal, survey (2,672 acres), phase 1 ESA report, and title commitment. The property has an unencumbered fair market value of \$34,870,000.

The Open Land Trust requests \$2,000,000 to pay toward the conservation easement on the property. Partner funding has been approved from Beaufort County Greenspace Program (\$2,000,000), the SC Conservation Bank (\$1,500,000) and the Department of Defense Readiness and Program Integration Program (\$5,500,000). In total, the easement is valued at \$11,000,000 making Jasper County's contribution just 18% of the conservation easement value.

Once protected with the conservation easement, the property is valued at \$23,870,000. After the easement, the property will be purchased by the SC Forestry Commission to ensure public access and use as State Forest using approved federal funding from the US Forest Legacy Program. This additional partner means Jasper County Greenbelt program can help protect 2,672 acres with a fair market value of \$34,870,000 for just 5.7% of the total value.

<b>Cost Category</b>	<b>Cost</b>	<b>Notes/Description</b>
Due Diligence Costs	n/a	Not requesting due diligence funding; paid for by partners/landowner
Appraised value (CE or Fee as applicable)	\$11,000,000	
Partner Funds Received/Pledged	\$9,000,000	Federal, State and local funds received.
Partner Funds Applied for	\$2,000,000	This application is the only outstanding funding request
Landowner donation	n/a	
Other	n/a	
<b>Total Due Diligence Request:</b>	<b>n/a</b>	
<b>Total CE/Fee Acquisition Request:</b>	<b>\$2,000,000</b>	

**E. Project Narrative: (rec. 500-1000 words)**

Note: Applicant to provide a project narrative about the costs, benefits, conservation values, and long-term protection of the project. Applicant may describe the project generally and/or refer to project scoring criteria and expand on specific categories that will be reviewed and scored.

See attached.

**F. Applicant Agreement**

You are requesting \$2,000,000 in greenbelt funds.

I, Kate Schaefer, the authorized agent, hereby certify to the best of my knowledge that this application is a true and accurate portrayal of the site proposed for acquisition as well as the proposed land uses and development under the Jasper County Greenbelt. I also understand that applications missing information or any of the attachments may be deemed incomplete and deferred until the next funding cycle.

  
Authorized Agent Signature

4/30/2024  
Date Signed

Name Title  
Kate Schaefer, Open Land Trust

  
Witness Signature

4/30/2024  
Date Signed

Name Title  
Allegra Hofmann



## Chelsea State Forest Conservation Easement - Project Narrative:

### **Overview:**

Chelsea State Forest is 2,672.72 acres in the heart of the Port Royal Sound Watershed boasting many habitat types including forested wetlands, pine savannas, meadows, maritime forests, and salt marsh.

Chelsea is in lower Jasper County. The southern boundary of the property is the Beaufort County line. The property has 7.2 miles of frontage along Hazzard Creek, which flows into the Chechessee and Broad Rivers. Chelsea's forests have always protected water quality in the Port Royal Sound, where Jasper County residents fish, swim and recreate.

Chelsea also protects 1.3-miles of the BJWSA water canal, an open-air earthen structure that brings drinking water from the Savannah River to 150,000 residents and three military installations. It includes 2.5 miles and 1.2 miles of scenic road frontage along Snake Road and SC Highway 462 respectively.

Open Land Trust requests \$2,000,000 million from the Jasper County Greenbelt Program to protect Chelsea in perpetuity with a conservation easement. Partner funding has been secured from the Department of Defense REPI program (\$5,500,000), Beaufort County Greenspace Program (\$2,000,000) and SC State Conservation Bank (\$1,500,000).

Following the easement, the property will be purchased by the SC Forestry Commission to become a new state forest with public access.

### **Conservation Values:**

**Habitat connectivity:** Chelsea boasts diverse natural habitats of forested wetlands, pine savannas, meadows, maritime forests, and salt marsh which are home to the red cockaded woodpeckers, southern hognose snake, spotted turtle, pine snake, eastern diamondback rattlesnake, pine woods snake, bird-voiced treefrog, among other species identified in the State Wildlife Action Plan. The property provides habitat suitable for federally threatened flatwoods salamander. Re-introducing fire management and other restorative practices will improve habitat types that have been neglected in recent years.

**Water Quality:** Chelsea lies in the middle of the Port Royal Sound, a watershed encompassing 1,600 square miles of land, marsh, and water. The Port Royal Sound watershed is the epicenter of saltmarsh on the East Coast. The watershed receives minimal freshwater input, primarily from the small Coosawhatchie River and stormwater runoff. Thirteen percent of the lower watershed is developed, primarily consisting of residential development, and 5% of the upland area is covered by impervious surfaces. Maintaining the threshold below 10% impervious surface by minimizing land conversion will support long-term water quality.

**Regional context:** Chelsea straddles two of the fastest growing counties on the east coast. The opportunity to protect land here, prevent incompatible development in the floodplain, and ensure space for marsh migration is only becoming more difficult due to fragmentation and high land prices. In 2019, Chelsea sold for the first time in 100 years to a real estate investment group from the mid-west. Its sale served as a regional "wake-up call" to the impending turnover of large, family-owned properties along the Broad River and serves as a signal for what could come. The opportunity for TNC to purchase the property proved to be a second chance and a

new chance for the entire region. If the addition of 1,000 homes on Chelsea North, as proposed by 2024 development plans, materialized it would result in 10,000 additional trips per day on SC 462, Snake Road and Highway 170. Instead, protection here reduces demand on regional infrastructure, negates the need to extend public utilities into greenfield properties, and reduces the “readiness” of neighborhood properties for development, thereby promoting more conservation long-term. Neighboring properties range from 200 acres (Chelsea West) to 55,000 acres (Okeetee Club).

**Threat of development and acceleration of opportunity:** The Chelsea property was under immediate threat for development in Jasper County and in the Town of Ridgeland. Extension of public utilities and development would have fragmented the region and opened the doors for development throughout the 20,000+ acre corridor. Now instead conservation can set the example for similar, large forestry or recreational properties. Chelsea adds to the protected land within the Port Royal Sound Watershed, including 4,409 acre Gregorie Neck and the 12,000 acre Coosawhatchie WMA/HP. Since placing Chelsea under contract, land trusts are in negotiations on four additional easements and two potential fee purchases for conservation.

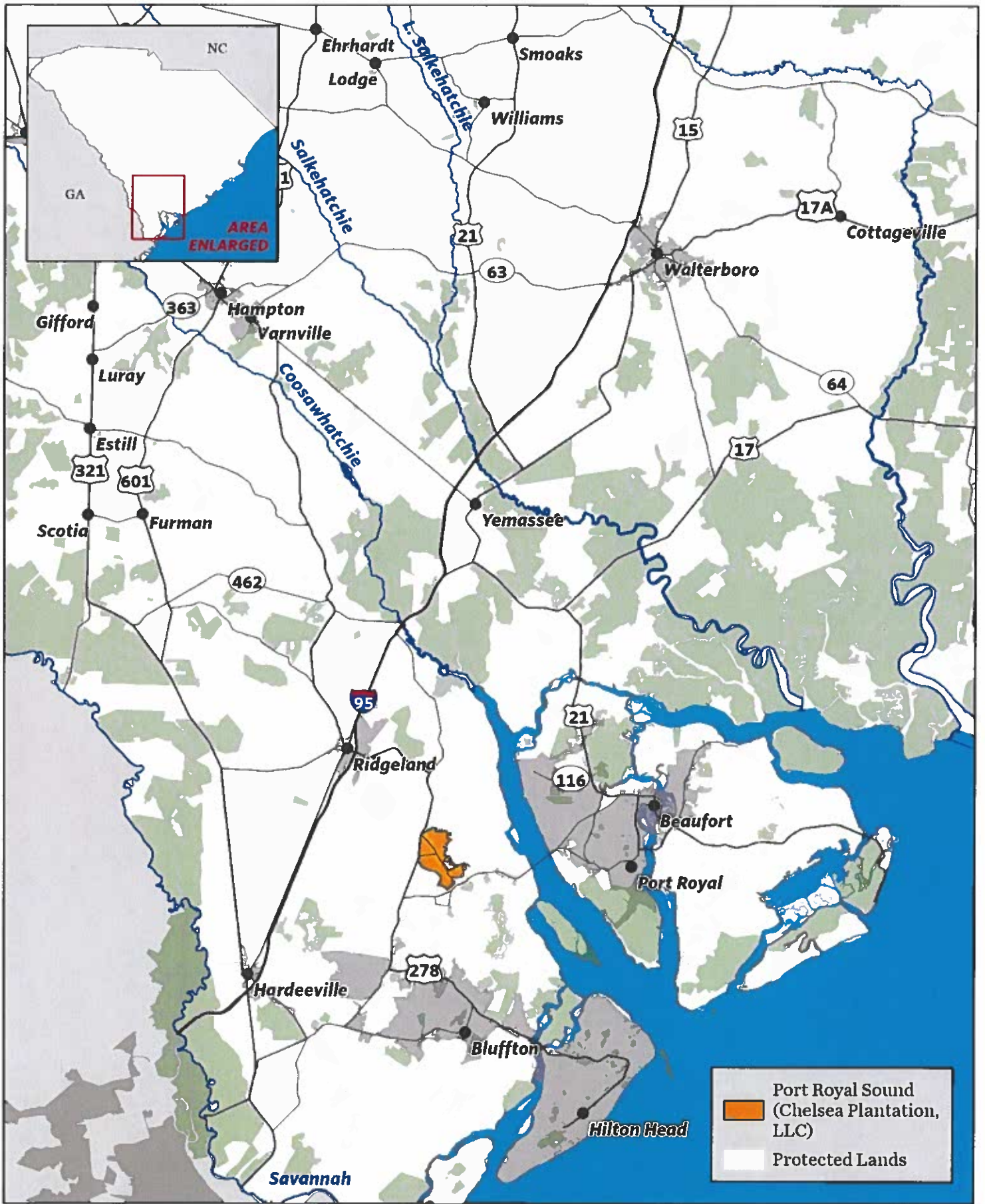
**Finances:** The Nature Conservancy purchased the property in May 2025. TNC will grant a conservation easement to the Open Land Trust; the Department of the Navy will act as co-grantee.

After the easement, the property will be sold to the SC Forestry Commission to establish a State Forest using approved funds from the USDA-Forest Legacy Program. Additional easement funders include Beaufort County Greenspace Program, SC State Conservation Bank, and Department of Defense Readiness and Environmental Protection Integration Program.

Ownership by the SC Forestry Commission will ensure the land is responsibly managed for wildlife habitat and sustainable timber and will provide public recreational access to thousands of Beaufort and Jasper County residents.

**Partnerships:** This would mark the first application and expenditure of the new Jasper County Greenbelt program and is a great first project because of its partnership, protection and public access. This is one of the greatest examples of partnerships for a conservation project in South Carolina. It is an example of how private, local, state, federal, and military dollars can work together to achieve large-scale conservation outcomes. Jasper County is the final piece of the puzzle.

This project brings together many partners from economic, environmental and policy sectors. OLT will hold the easement on Chelsea State Forest with the United States of America via the Department of the Navy partnering as co-grantee or as required by Department of Defense. Federal partner funding is sought through 10 U.S.C 2684a, an Agreement by and between The United States of America, Beaufort County and Beaufort County Open Land Trust that has resulted in over 10,000 acres of conservation easements. Opportunities for training and education partnerships with the military installations and educational institutions are possible on the State Forest.

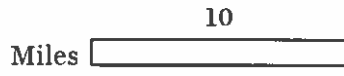


Port Royal Sound (Chelsea Plantation, LLC)  
 Protected Lands



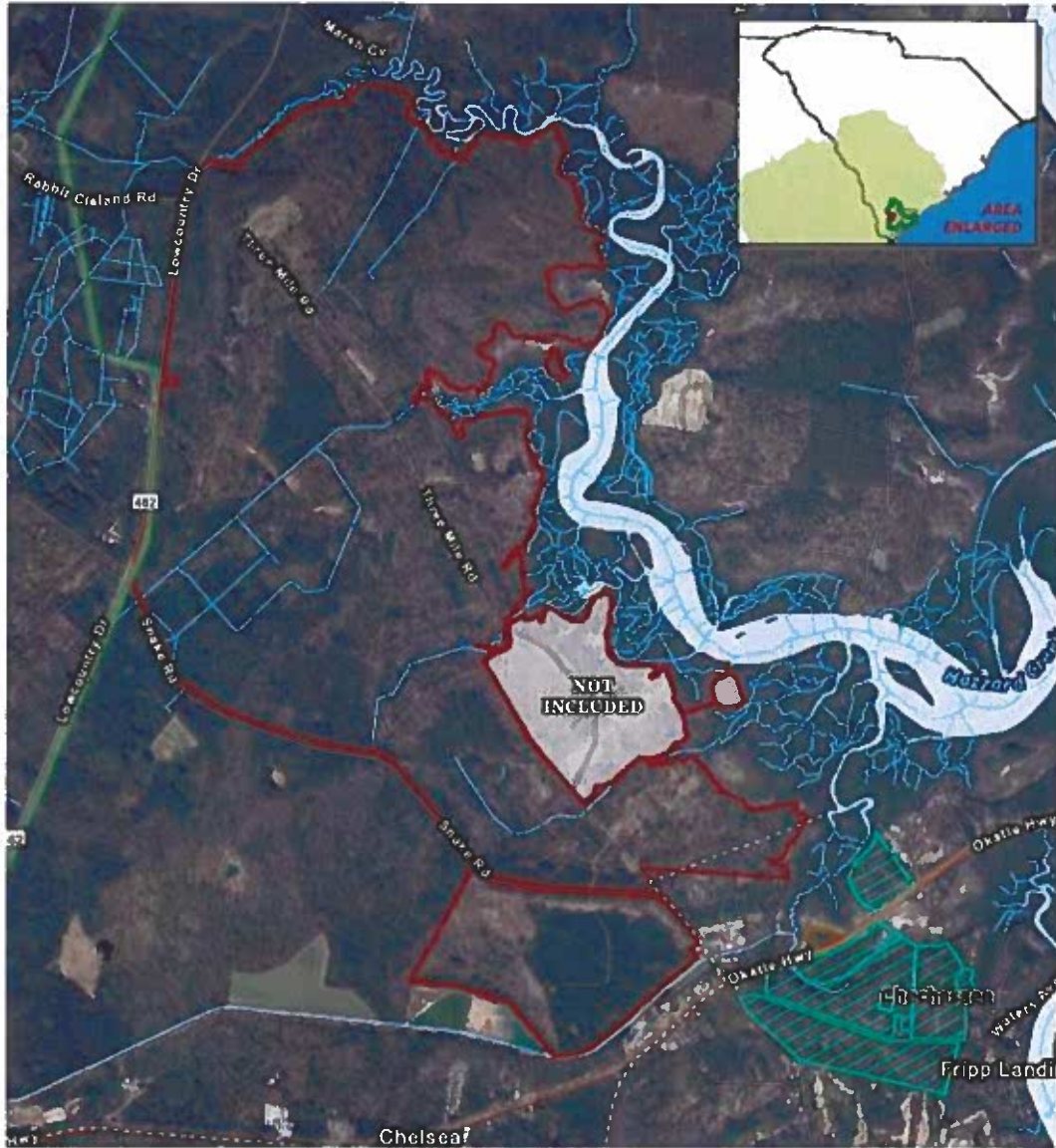
**Port Royal Sound (Chelsea Plantation, LLC)**

Tract Location | December 2024





### Port Royal Sound (Chelsea Plantation, LLC) Jasper County, SC



- Port Royal Sound (Chelsea Plantation, LLC)
- Port Royal Sound Conservation Area
- South Atlantic Coastal Plain Ecoregion
- Private Protected
- Local Government
- ~ Rivers and Creeks

Produced by South Carolina  
Wildlife and Forestry  
03/10/2025  
Data Source: TNC,  
SCEM, SCS  
2023 Imagery  
SC Revenue and Fiscal Affairs

0 0.4 Miles





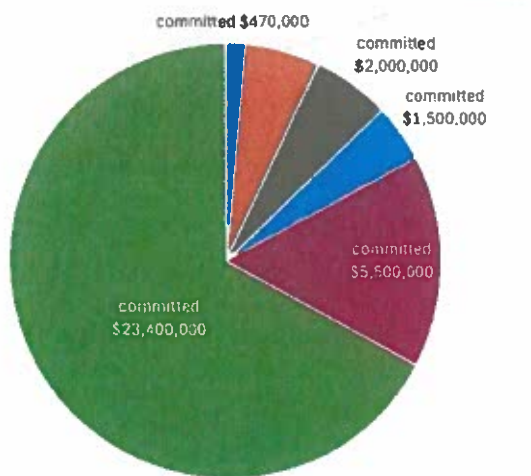
## The Property: Chelsea by the numbers

- **2,672.7 acres** in Jasper County, including **1,698 acres** of forested uplands, **1,019 acres** of freshwater wetlands and **37.5 miles** of salt marsh frontage
- **7.2 miles** along Hazzard Creek, which feeds into the Chechessee and Broad River in the Port Royal Sound
- **2.5 miles** along Snake Road, **1.2 miles** along SC Highway 462 “Coosaw Scenic Highway”
- **1.3 mile border with the BJWSA water canal**, an open-air earthen canal that brings drinking water to all users North of the Broad River (**150,000 residents and three military installations**).
- Total Appraised value: **\$34,870,000**
- Easement Value: **\$11,000,000**
- Jasper County Greenbelt Funding request: **\$2,000,000 (<6% of appraised value)**

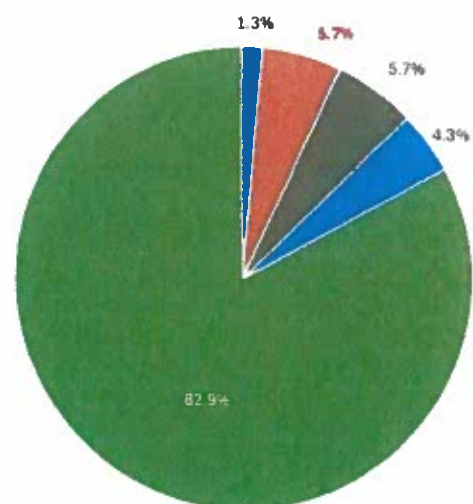
## The Funding: Timing and Next steps

- Forest Legacy Funding:
  - **\$23,400,000** has been awarded by the US Forest Legacy Program (award date July 31 2025). This grant scored highly because of the diverse partnerships, including Jasper County support.
  - SC Forestry Commission has submitted for final state review to purchase on June 9 and June 16 2026
  - South Carolina state agencies are *less able to earn future US Forest Legacy Program dollars* until current projects are closed
- Military Funding:
  - **\$5,500,000** in grant funding to MCAS is approved and in the closing phase with Department of Navy
- State and local funding
  - SC Conservation Bank approved **\$1,500,000** in funding on March 18, 2026
  - Beaufort County Council approved **\$2,000,000** on April 13, 2026. Their grant was based on the assumption Jasper County would match their investment.
- Jasper Funding
  - The voters approved the Sales tax in November 2024; Ordinance to establish the program was passed April 6, 2026. April 30 2026 was the earliest deadline to apply for funds.

Chelsea Funding By Grant Application **applied \$2,000,000**



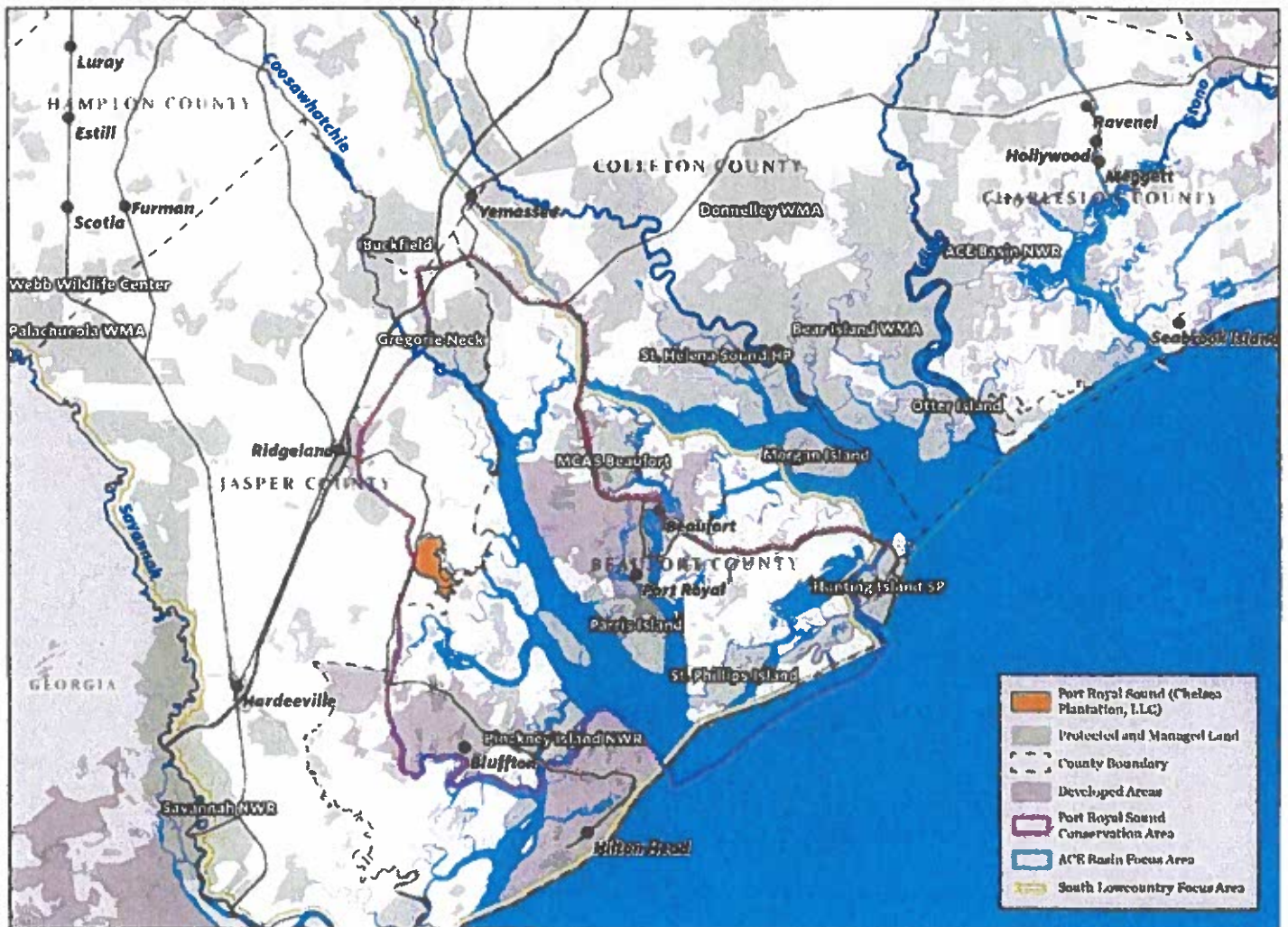
Chelsea Funding by Source



## The Future of the State Forest and Additional Conservation

- TNC will grant a conservation easement to Open Land Trust and US Department of the Navy to **permanently protect** the property forever.
- SC Forestry Commission will purchase the property from TNC after the easement. This will provide state ownership and **public access for Jasper County** and surrounding residents.
- The SC Forestry Commission will open and operate the property as a new state forest. Uses include growing trees, harvesting timber, **public recreation** such as bike trails, horse trails; passive recreation such as walking trails and bird watching; enrollment into SCDNR Wildlife Management Program for **public hunting and fishing**.
- The easement allows for a future boat landing and water access.
- This land will be off the tax rolls; however, SC Forestry Commission contributes **25% of total revenue from the property** to the local school district.

Since 2020, Jasper County has benefited from over \$100m in outside land protection funding. A similar partnership includes federal, state, and local funding to protect Gregorie Neck – 4400 acres under conservation easement; and federal, state and private funding to protect Coosawhatchie Wildlife Management Area and Heritage Preserve. This property also received funding from the US Forest Legacy Program and is open to the public. Priority land protection opportunities remain and we need to keep up the momentum to apply for federal and state funding and protect these properties for the public benefit of Jasper County.



# Forest Legacy IRA Project

## Chelsea State Forest Initiative

### Jasper South Carolina



#### FUNDING HISTORY

FY 2025 Forest Legacy Program Funding	\$24,402,000
FY 2025 Non-Federal Cost Share	\$8,134,000
FY 2025 Project Costs	\$32,536,000
FY 2025 Project Acres	2,723
Forest Legacy Funding To Date	\$0
Total Project Costs	\$32,536,000
Total Project Acres	2,723



★ Project Location  
 ■ Forest Legacy Areas

Tract Name	Size (ac)	Tract Cost	FLP Funding	Non-Fed Cost Share	Status
Chelsea	2,723	\$32,536,000	\$24,402,000	\$8,134,000	In Review 2025

#### GENERAL DESCRIPTION

The Chelsea property, consisting of two adjoining, single-owner tracts totaling 2,723 acres, will become a new State Forest in an underserved region through FEE SIMPLE PURCHASE. Chelsea is a biological hotspot containing an amazing heterogeneity of habitat types: mature longleaf pine flatwoods, loblolly pine plantations, grass/shrublands, freshwater wetlands, a maritime hummock island, and extensive tidal marsh. Southern forests are the "wood basket" of the nation, and this project will conserve expansive working forests to benefit the timber economy while conserving habitat for at least 96 Species of Greatest Conservation Need (SGCN) identified in the SC State Wildlife Action Plan (SWAP), 62 of which are also Southeast Regional SGCN. Chelsea has been a priority of conservation partners for years and lies within SC's only Sentinel Landscape. Chelsea's vegetation protects the water quality of Port Royal Sound and buffer the Beaufort-Jasper Water Canal, which provides drinking water to thousands of Lowcountry residents and two military bases. As the number one fastest growing state in the nation, SC has escalated its land protection efforts. Chelsea is under serious threat from solar farms, sand mining, and urban development.



Chelsea buffers sensitive tidal marshes along its border. (Photo by Holstein Appraisals)

#### PROJECT FEATURES

##### Important

- **ECONIMICS--FORESTRY:** The SC annual impact is \$23.2B, supporting more than 100K jobs and \$5.5B in salaries. Timber is the #1 crop; forest products are the #1 export by volume. Harvested timber delivered value of Jasper and Beaufort Counties is approximately \$25.8M annually.
- Chelsea was a quail plantation with long rotation pine stands. It is within a 50-mi./1-hr. hauling radius of 18+ mills. Timber will continue to be sustainably managed for environmental and economic returns while listed species habitat will be preserved and managed according to USFWS Recovery Plan.
- **ECONOMICS--RECREATION:** South Carolina has 5 state forests with over 100K visitors annually; Chelsea would become the 6th. Hunting, fishing, wildlife watching, and visiting unique natural features brings in \$4B to SC with the total economic impact of the whole natural resources base at over \$29B.

- **WATERSHED PROTECTION:** Chelsea's intact vegetative cover protects 7.2 mi. of Hazzard Creek, a substantial tributary to the Chechessee River which empties into the Broad River. There are 29 mi. of unnamed creeks and canals on site as well as isolated wetlands and riverine swamps.
- Chelsea protects 1.3 mi. of a 22 mi. open-air water canal that transports drinking water from the Savannah River to the Beaufort-Jasper Water and Sewer Authority's plant and on to 67K households, businesses, and the Marine Corps Air Station Beaufort and Marine Corps Recruit Depot Parris Island.
- **AQUATIC RICHNESS:** The tidally influenced Broad River and its tributaries support proposed Federally Threatened/State Endangered (SE) Florida Manatee, Federally Endangered (FE) Atlantic and FE/SE Shortnose Sturgeon. Chelsea buffers sensitive oyster reefs that provide water filtration services.
- Chelsea was identified in the multi-partner Port Royal Sound Watershed Analysis as a key tract to allow for inland marsh migration with associated SLR scenarios. This portion of Jasper County drains through Chelsea to estuaries and the Sound which are important shellfish and Blue Crab fisheries.
- **UNIQUE COMMUNITIES:** Natural Heritage tracked habitats--bottoms, longleaf pine flatwoods (with 130-yr-old trees), grasslands, and isolated wetlands--contribute to the biological richness of Chelsea. Also, a maritime hummock island is present which is critical for SC's overwintering Monarch Butterflie
- Overall, 95 SGCN are expected to occur (78 animals, 18 plants), of which 62 are Southeast Regional SGCN. Chelsea supports NRCS, Longleaf Alliance, and USFWS longleaf pine (LLP) initiatives to preserve and increase LLP within its native range and its associated plant and animal communities.
- **LISTED SPECIES:** Chelsea has been privately owned and not open for research and survey. However, due to habitat present and proximity to known populations, Federally Endangered (FE) or Threatened (FT) and State Endangered (SE) or Threatened (ST) species are expected, totaling 13 terrestrial species.
- These are Frosted Flatwoods Salamander (FT, SE), RCW (FT, SE), Wood Stork (FT, SE), Swallow-tailed Kite (SE), Bald Eagle (ST), Northern Long-eared Bat (FE), Tricolored Bat (FE), Rafinesque's Big-eared Bat (SE), American Chaffseed (FE), Southern Spicebush (FE), and Monarch Butterfly (proposed FT).
- There are an additional 8 Federal At-Risk Species (ARS) which include Florida Pinesnake, Southern Hognose, Eastern Diamondback, Carolina Gopher Frog (also SE), Spotted Turtle (also ST) Hoary Bat, Chipola Dye-Flower, and Raven's Seedbox.
- The general vicinity of Chelsea has a historic record for the Federally Threatened Frosted Flatwoods Salamander. Because the property has been privately owned and not adequately surveyed, the isolated wetlands will be a priority for restoration and survey upon acquisition.
- There are multiple colonies of Federally Threatened Red-cockaded Woodpecker (RCW) on site. A previous property owner was once enrolled in the Safe Harbor Program from 2000-2019 when it had a baseline of three groups. Cavity inserts are still present. Latter owners declined to participate.
- **CULTURAL RESOURCES:** The project area was once part of the pre-Civil War Chelsea Plantation. The main house was located on the current outparcel on the banks of the Chechessee River. SC's Historic Rice Fields map shows remnant fields on Chelsea at the intersection of Three Mile Rd. and Hwy. 278.
- Chelsea lies within the Gullah-Geechee Cultural Heritage Corridor, William Bartram Heritage Corridor, and was traversed during Washington's 1791 Southern Presidential Tour. The property has been in private ownership and has not been extensively surveyed for artifacts.
- **SCENIC:** Viewsheds will be preserved on Hazzard Creek and the Broad River as well as along SC Highway 170 to the south which is a State Scenic Byway from the intersection of Hwy. 462 and Hwy. 170 to the Broad River (the portion passing by the property).



*Mature longleaf pine habitat for Red-cockaded Woodpeckers & Eastern Diamondbacks (Photo by Anna Smith, SCDNR, John Maxwell, USFWS )*

- **PUBLIC ACCESS:** Upon acquisition, Chelsea will become a new State Forest, complete with interpretive signage, managed by the SC Forestry Commission. It will be open to the public for a myriad of traditional recreational opportunities such as hiking, bird watching, photography, and academic research.
- The South Carolina Department of Natural Resources (SCDNR) is a partner in this project and may lease portions of Chelsea as a Wildlife Management Area (WMA) for public hunting and fishing. Outdoor education by the local community in the form of field trips and labs will be encouraged.
- **CARBON SEQUESTRATION:** This project's storage capacity is high at 218M metric tons and an average social value (economic impacts and health due to environmental changes) of keeping it forested of \$11M. This does not include the saltmarsh Chelsea buffers which is a valuable carbon sink itself.

## Threatened

- **LANDOWNER CIRCUMSTANCES:** Chelsea was sold in 2019 to a group of developers who subdivided it and sold off the Ticton Hall portion (1,708 ac.). With miles of deep water and road frontage in one of the fastest growing locations in the Southeast, Chelsea was at risk of becoming thousands of homes.
- Jasper County Council rejected a development proposal for a portion of Chelsea in 2022, established a 9-month moratorium on new development in the Broad River-Euhaw Creek corridor in 2023, and is in the process of updating zoning codes to improve rural development.
- **ZONING / LACK OF PROTECTION:** Zoning is still "rural agricultural / single family homes." There are no conservation easements or other encumbrances. Rural roads are vulnerable to increased traffic from incompatible development and are a constant source of constituent concern in the two-county area.
- Despite pending change, Jasper-Beaufort is still under extreme urban development pressure with Jasper being the fastest growing county in the State. Balancing economic prosperity and natural resource conservation has played out in court cases between developers and the conservation community.
- Chelsea is under threat from sand mining (SC ranks 25th in USA), industrial-scale solar farms (ranks 13th), agricultural expansion, residential development, and associated parcelization. Sand/gravel mining contributes \$91.8M to the SC economy, solar \$2.3B, and agribusiness \$51.8B.
- Chelsea's uplands are identified by the USA Farmlands Class as "farmland of statewide importance," making them desirable for agricultural expansion. Agribusiness is a significant industry in SC, with a 40% growth rate between 2010 and 2020, contributing an annual economic impact of more than \$51.8B.
- **ABILITY TO DEVELOP:** Chelsea has substantial frontage on Snake Rd., Three Mile Rd., and Plantation Rd., totaling 5 mi. Utilities and water/sewer connections are available with the Beaufort Jasper Water and Sewer Authority adjacent to Chelsea at the intersection of Snake Rd. and Okatie Hwy.
- Interstate 95 that links the East Coast is 7 mi. west. The growing populations of Beaufort (11 mi. away; population of 13.4K), Bluffton (9 mi., pop. 24K), Hardeeville (12 mi., pop. 12K), Hilton Head Island (14 mi.; pop. 39.6K), and Savannah (22 mi.; pop. 145.8K) are within easy travel distance.
- **ADJACENT LAND USE:** Just across Okatie Hwy. is an example of the subdivided patchwork so deleterious to wildlife habitat and movement of species across the landscape. Dense housing developments and 10 golf courses (200-550 acres each) are sandwiched between marsh systems and the ocean.



Isolated wetlands may harbor rare species Frosted Flatwoods Salamanders. (Photo by Anna Smith, SCDNR, USGS (salamander))

- Chelsea supports strategic land use planning by the nearby military bases as it is located directly under significant, low-lying special use air space and within the Port Royal Sound in Jasper County, immediately upstream of MCAS Beaufort's Laurel Bay housing area as well as MCRD Parris Island.

## Strategic

- **CONSERVATION INITIATIVES/PLANS—NATIONAL:** Recovery Plans for Atlantic Sturgeon (FE) and Shortnose Sturgeon (FE) are supported through water quality protection (by retaining forested floodplains for filtration services) and limiting water withdraws (avoided by preventing development, mining, or agriculture). Chelsea secures roughly 7.2 mi. of Hazzard Creek, a major tributary to the Broad River.
- **—REGIONAL:** The project moves the needle on the Southeast Conservation Adaptation Strategy's (SECAS) Report Card's 3 goals of a 10% improvement (1%/yr) by 2060 in health (forested wetlands, natural landcover in floodplains), function (water quality, working lands conservation), and connectivity (aquatic and terrestrial connectivity, undeveloped land in corridors).
- The SECAS Blueprint notes that 99% of Chelsea scores in "good condition" and contributes to landscape connectivity through habitat cores. Chelsea also falls within the Savannah River Lowcountry Priority Amphibian and Reptile Conservation Area (PARCA) for its high herpetofauna richness. 41% of the tract is identified as once being historic grasslands, a habitat in critical need of restoration.
- **—STATE:** The SC Green Infrastructure Plan (GIC Inc. and SCFC 2023) relevant implementation strategies covered by this project include mitigating risks from development, utility solar farms, water quality impairments (which have also recently impacted shellfish harvests nearby), wildfires, and fragmentation. Ecological benefits and community benefits are simultaneously achieved.
- The project footprint is within Conservation Opportunity Areas (COA) identified in the SC SWAP for the lower coastal plain and implements strategies of the SWAP by "working with partners to acquire, manage, and protect priority species and their habitats in SC through grant funding programs." The FLP is cited as an example. The footprint is also prioritized on the SC Conservation Bank's map.
- The project helps meet goals of the SC Statewide Comprehensive Outdoor Recreation Plan (SCORP) which used survey results, population growth, and development to draw conclusions about recreational needs. Goal 1: improve access to public recreation areas (especially for the underserved) for healthier lifestyles through partnerships with other agencies. Goal 2: promote the stewardship of resources.
- The project supports strategies of the SC Forest Action Plan (FAP) 2020-2030 (SCFC) such as using intact forests to offset climatic impact; benefiting the health of the public through air, soil, and water protection; and guarding against parcelization and fragmentation—a cited major threat. Chelsea will be a new working State Forest, critically needed in this region of SC.
- **—LOCAL:** Chelsea implements the Jasper County Natural Resources Plan by preserving and buffering floodplains so they can continue to do their natural functions, reducing the threat of fragmentation, and utilizing traditional land management practices like prescribed fire at the urban-wildland interface to protect human property and life and maintaining wildlife habitat.
- Chelsea is in the heart of the SC Lowcountry Sentinel Landscape and clearly aligns with the implementation plan's goals to protect ecologically significant areas with imperiled species, drinking water supplies, and working forests, all with the goal of maintaining long-term military readiness and landscape resilience.



Chelsea's southern border buffers BJWSA's open-air drinking water canal. (Photo by Holstein Appraisals)

- **COMPLEMENTS PROTECTED LANDS:** The project is in the Salkehatchie Basin in a growing corridor of protected lands along major rivers. Coosawhatchie WMA/HP 14 miles to the north was made possible by Forest Legacy FY22 and FY23 funding investments that began a new core, starting with 3,500 ac. and growing to 12,800 ac. Chelsea too will be a new core from which to expand and connect to other cores.

### Special Emphasis Criteria

- **HIGH IMPACT:** Chelsea's forests are important economically to the State's timber industry by sustaining supply chains and to the ecotourism/recreation sector by providing new public access opportunities and a protected viewshed for the various creek and river reaches used by paddlers. Environmental benefits include water quality protection, habitat protection, and biological richness persistence.
- This portion of the State does not have a State Forest presence and would be gaining a new conservation footprint from which to grow and expand while providing new recreational opportunities to locals and ecotourists. It will also influence neighbors to consider conservation outcomes on their properties. There are over 100,000 acres owned by fewer than 6 landowners in this region.
- **NATIONAL GOAL--RESILIENCE:** The project has high resiliency overall for both terrestrial (49%) and freshwater aquatic (100%) as indicated by the TNC Resilient Lands and Freshwater Resilience Analysis tools, respectively. The Southeast Conservation Blueprint prioritizes 60% of the project footprint, highlighting its regional importance.
- **NATIONAL GOAL--CARBON SEQUESTRATION:** Southeastern forests are especially efficient CO<sub>2</sub> sinks. The avg. rate of carbon sequestered in living biomass on private lands in SC is high at 0.8 metric tons/ac/yr (US avg. 0.55). This project makes a sizable contribution to CO<sub>2</sub> sequestration and storage at 218,000 metric tons with a social value of approximately \$11 million.
- **NATIONAL GOAL--HABITAT CONNECTIVITY:** Gene flow is maintained across conservation lands when new cores are created, corridors are expanded, and both are protected in perpetuity. Continuity of breeding habitat for area-sensitive amphibians and birds plus foraging habitat for Wood Storks is maintained as are hydrological connections for aquatic species inhabiting the wetlands of Chelsea.
- **NATIONAL GOAL--LOCAL BENEFITS:** Jasper County's Social Vulnerability Index is 0.88/1.0 (high). Chelsea provides critical infrastructure (drinking water canal) protection, flood risk abatement, decreased wildland fire risk (via prescribed burns), increased ecotourism dollars, continuation of military readiness, and health benefits/food security through subsistence hunting and fishing opportunities.
- NOAA's Coastal Change Analysis and National Landcover Data show a 17% increase in wetlands on Chelsea within the last decade. Stormwater-related flooding will continue to increase in this low-lying coastal region of SC. Protecting floodplains from irresponsible development will continue their functioning as a filter of pollutants/runoff and floodwater absorption, both of which shield communities.
- **HIGH LEVERAGE:** This project is of statewide importance to multiple agencies, NGOS, and the Department of Defense (REPI Program). Match will come from various partners who are eagerly waiting for FLP funding to be secured first to align with their fiscal year fund distributions and fall within the open period of the grant. Approximately \$2.3M in uncaptured over-match is anticipated.
- **EFFICIENCY OF SCALE:** Chelsea State Forest is the start of a new conservation core by the SC Forestry Commission (SCFC) with plans to expand its footprint in the area. The Nature Conservancy (TNC), a partner in this initiative, is eager to keep the conservation momentum going, garnering support for other sizable additions with dispersal corridors along the river systems to other large cores.
- **HIGH READINESS:** All partners involved have a high success rate with past land deals. All negotiations with TNC are complete in anticipation of a fast closing. The State has a series of permission steps it must go through before taking title to a property. There is a timeline in place to meet FLP deadlines with partners ready to commit match if FLP funding is secured.
- **STEWARDSHIP CAPACITY:** SC has a successful Forest Legacy Program with 80K ac. in fee or CE land. Chelsea will be added to the corpus of SCFC holdings, managed by existing staff, and protected in perpetuity under a state-mandated management plan or SFI/FSC certification. An additional CE through REPI will be strict in its core tenets of sustainability, BMPs, and wildlife management principles.

- SCFC's staff currently oversees a land portfolio of over 102K ac. Foresters on staff will be assigned to manage the Chelsea State Forest. The SCDNR FLP Coordinator will accompany SCFC staff on periodic site visits to ensure Program compliance and give wildlife management and research/survey guidance benefiting the SWAP priority habitats and federally/state listed species present or suspected.

**Readiness**

Easement or Fee Conditions	1
Non-Federal Cost Share Commitment	0
Signed Purchase Agreement	1
Title Search	0
Mineral Determination	0
<b>Readiness Total Tally Score</b>	<b>2</b>

**Supporting Parties**

South Carolina Department of Natural Resources (SCDNR); South Carolina Conservation Bank (SCCB); The Nature Conservancy (TNC); Jasper County; Beaufort County; Beaufort Open Land Trust (OLT); Southeast Conservation Adaptation Strategy (SECAS); United States Marine Corps Air Station Beaufort (MCAS); and United States Marine Corps Recruit Depot Parris Island (MCRD).

**CONTACT INFORMATION**

**Scott Stewart**

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**Andrew Fotinos**

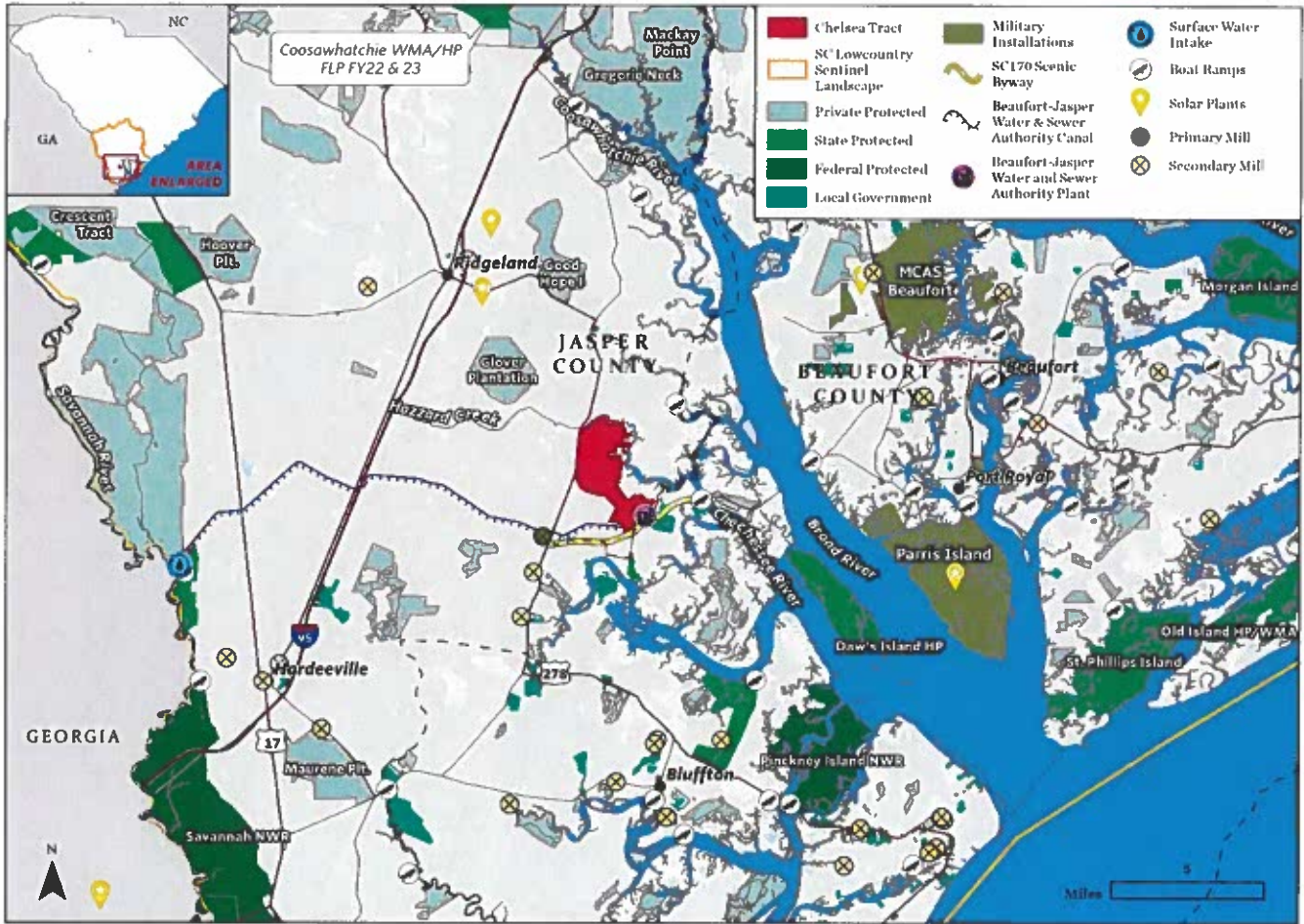
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**Anna Huckabee Smith,CWB**

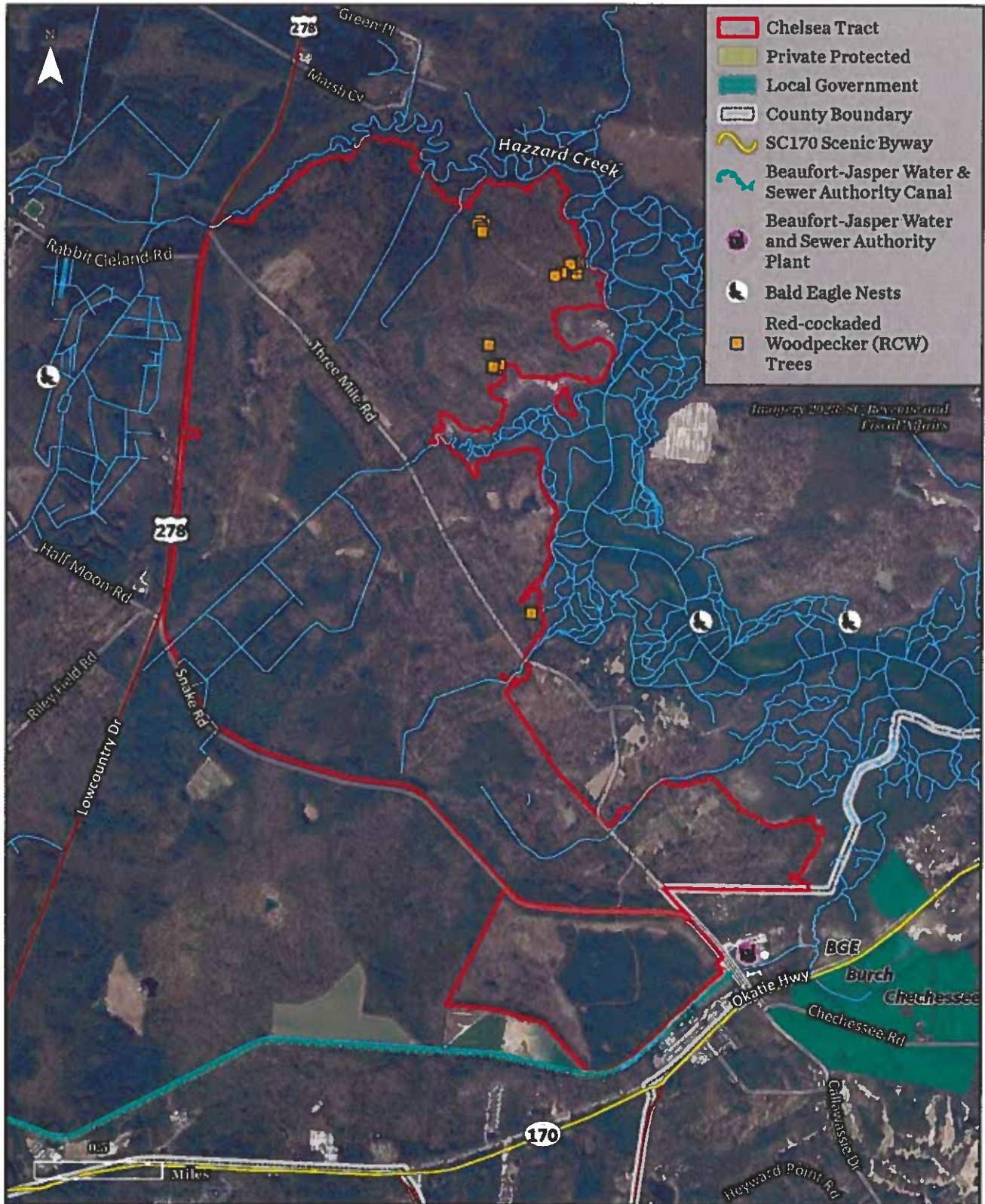
State Wildlife Grants  
Coordinator  
South Carolina Department of  
Natural Resources  
305 Black Oak Road  
Bonneau, SC 29431  
843-825-3388  
[SmithAH@dnr.sc.gov](mailto:SmithAH@dnr.sc.gov)



**IRA Large Landscapes: Chelsea State Forest Initiative (FY25, Round 2)**  
 Jasper County | March 2025



### IRA Large Landscapes: Chelsea State Forest Initiative (FY25, Round 2)







Kate Schaefer <kate@openlandtrust.org>

**Chelsea - Approval Notice**

1 message

mSP@portal.sc.gov <mSP@portal.sc.gov>

Thu, Mar 19, 2026 at 1:17 PM

To: kate@openlandtrust.org, k.mcwilliams@tnc.org, sam.rivera@tylertech.com, amber.larck@sccbanc.sc.gov, margaret.pennebaker@sccbanc.sc.gov, info@sccbanc.sc.gov, adair.roark@sccbanc.sc.gov, tyler.sorensen@sccbanc.sc.gov

Dear Kate Schaefer:

I am pleased to inform you that the South Carolina Conservation Bank Board reviewed and approved the above-mentioned project in the amount of \$1,500,000.00. Before the Bank can disburse funding, you must satisfy the terms and conditions of the Grant Agreement, which is accessible within the Online Application Portal. Please note that this approval is contingent on a final closing being scheduled within the Grant Period and any other conditions listed in Section VI of the Grant Agreement.

We appreciate your interest and hard work in improving the quality of life in South Carolina and are pleased that the Conservation Bank could play a role in accomplishing this project. Congratulations on your successful request and I look forward to working with you in the future.

If you have any questions, do not hesitate to contact this office.

J. Raleigh West III

Executive Director

(803) 608-7807



# Applicant Scoring

## Chelsea

Score (Out of 30)

# 23.61

Based on the maximum conservation priority found within the project area

### Conservation Priority

- Low
- Medium
- High
- Existing Protected Land

SOUTH CAROLINA  
CONSERVATION  
BANK



Adjacency to Protected Lands



Important Lands for the Military



Federal Acquisition Boundaries



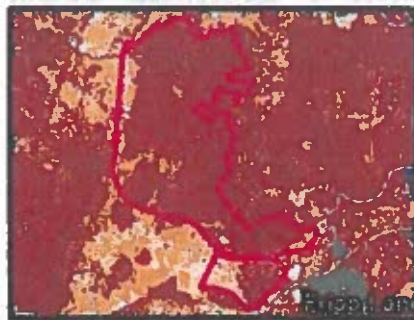
Priority Corridors



Ecological Resiliency



State Species of Concern



Species of Interest Suitable Habitat



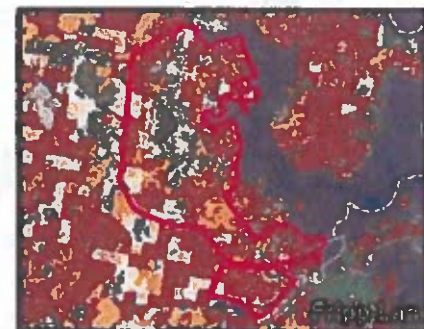
Distance to Mills



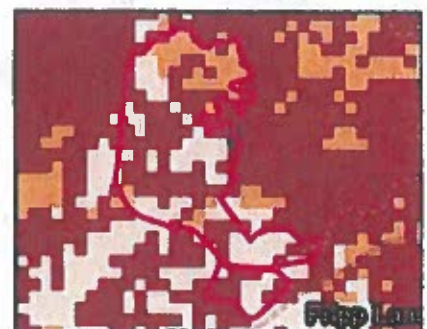
Mill Closure Impact



Managed Timber



Carbon Estimates



Soil Drainage



Date Created: 2/2/2026

# Applicant Scoring

## Chelsea

SOUTH CAROLINA  
CONSERVATION  
BANK

### Conservation Priority

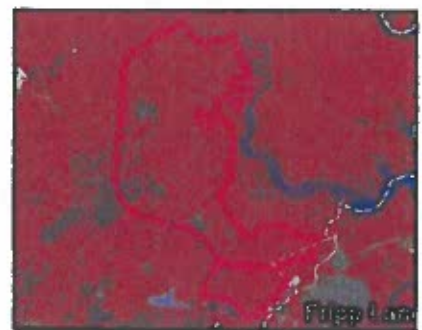
- Low
- Medium
- High
- Existing Protected Land



PVR of Ag Lands



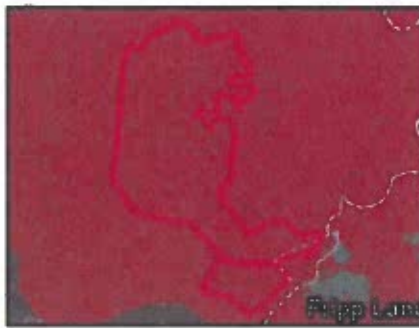
Forests to Faucets



Flood-focused Priority Model



Water Quality Protection



Freshwater Resilience



Scenic Vistas - Roads and Trails



Scenic Vistas - Waterways



Proximity to People



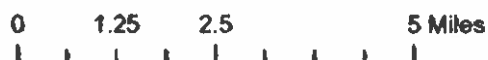
Urbanization Potential



Farms Under Threat



Equitable Access to Parks



Date Created: 2/2/2026



February 10, 2025

Ms. Dale Threatt-Taylor  
The Nature Conservancy  
1417 Stuart Engals Blvd., Suite 100  
Mt. Pleasant, SC 29464

**SUBJECT: SCFC Interest in Acquisition of Property**

Dear Ms. Threatt-Taylor,

Please accept this letter as indication that the SC Forestry Commission (SCFC) is committed, in principle, to acquiring the approximately 2,723-acre "Chelsea" tract in Jasper County from The Nature Conservancy (TNC). SCFC is eager to acquire the property for the establishment of a new state forest in the South Lowcountry. SCFC will seek grant funding for the Chelsea tract from various sources and expects to close with TNC by April 2027.

Please know that the SCFC cannot provide assurance of acquisition until the approval process for acquisition is complete. The approval process is considered complete with the final approval being given by the following external entities dependent upon the value of the acquisition: the Department of Administration (DOA), the Joint Bond Review Committee and/or the State Fiscal Accountability Authority. If the final approval is not received from these entities, the SCFC cannot acquire the property. As such, this letter is not intended to be binding upon either party. As described below, SCFC can only enter a formal, binding agreement for acquisition later in the acquisition process. The basic steps for acquisition approval are as follows:

*Preliminary Internal Approvals*

- Preliminary approval must be obtained from the South Carolina Forestry Commission commissioners.

Following preliminary approval by the SCFC commissioners, the property must be established as a potential capital improvement project with the Department of Administration (DOA) and the project enters a two-step process for approval. The SCFC cannot begin due diligence activities until these steps have taken place.

*External Approvals*

- If property taxes are currently paid on the subject tract, the SCFC must acquire approval from the County School District, the County Council, and the City Council if the property is within city limits.
- If the property acquisition, including due diligence, will cost \$249,999 or less, the DOA must provide preliminary approval. If the costs are more than \$250,000, the Joint Bond Review





- Committee (JBRC) must provide preliminary approval. If the costs are more than \$1,000,000, the JBRC and State Fiscal Accountability Authority (SFAA) must provide preliminary approval.
- Following DOA, JBRC and/or SFAA preliminary approvals, the SCFC could enter into an acquisition contract and begins the process to undertake all due diligence activities (e.g. - appraisal, environmental assessments, building assessments, title opinion / insurance binder, and boundary survey).
  - Once all prerequisites and due diligence items are reviewed and approved by SCFC staff, then a determination is made to proceed with the acquisition, contingent upon the final bullet below.
  - Additional requirements may exist depending on site conditions, funding sources, *etc.*

*Final Internal Approvals*

- Prior to closing on the property, the project will require final approval from the SCFC commissioners. Then, the project will need to receive the final approval from DOA, JBRC and/or SFAA. The SCFC is not authorized to acquire the property until the DOA issues a certificate of acceptance.

If funding is in hand and with SCFC working expeditiously on all these steps, completing this acquisition process is a six to twelve-month process, with the higher value projects taking longer due to additional approvals. It is important to continue good communication with our agency as the acquisition process unfolds so the acquisition timing, fiscal planning, interim management, *etc.* are in line with the SCFC's abilities.

Additionally, as a general reminder, significant conditions for the SCFC's acquisition include:

1. The property must support public access unless otherwise specifically agreed by the SCFC.
2. The property remains in its current condition.
3. Good and marketable, insurable title supported by a title opinion can be obtained.
4. Transfer in fee simple absolute to SCFC for the approximately +/-2,700 acres.
5. Except as disclosed and agreed, removal of all liens, mortgages and other encumbrances, including easements of record or otherwise, which would not be disclosed by an on-site inspection of the property. Except as disclosed and agreed, outstanding oil, mineral, hunting, timber, or similar rights are not acceptable encumbrances.
6. The purchase price of the property does not exceed the appraised fair market value as defined by an appraisal obtained by TNC.

Purchase of the property by the SCFC with public funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*) and the South Carolina Relocation Assistance Act (S.C. Code § 28-11-10, *et seq.* (1976, as amended)). Accordingly, the following notice is given:

- a. The SCFC is not seeking to apply any condemnation authority and the SCFC would be unable to acquire the property if negotiations fail to result in an amicable agreement.



- b. The SCFC has no specific site or property needs to be acquired, but has an interest in the general geographic area of the property.
- c. The property is not part of an intended, planned, or designated project area where substantially all the property within the area is to be acquired within specific time limits.
- d. The TNC will inform me of the appraised value of the property prior to entering into a contract.

The Uniform Act may also apply to your purchase and compliance will be a factor in the SCFC's acquisition from you.

Please acknowledge receipt of this letter by signing it below and returning it to James Douglas. Should you have any questions regarding the acquisition during this process, please contact James Douglas directly. He is the designated authority to provide decisions regarding land acquisitions after internal staff recommendations are sent to the Agency Director for approval.

Thank you for your assistance and we look forward to working with you.

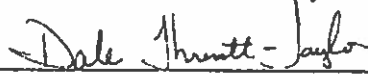
Sincerely,



Scott Phillips  
State Forester

**Acknowledgement:** I acknowledge receipt of this non-binding letter of interest and understand SCFC cannot acquire the subject property unless a voluntary contract of sale is agreed upon.

The Nature Conservancy



By: Executive Director

Date: March 5, 2025



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum  
County Administrator

[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

Tisha L. Williams  
Executive Assistant

[twilliams@jaspercountysc.gov](mailto:twilliams@jaspercountysc.gov)

February 25, 2025

Mr. Scott Stewart, Forest Legacy National Program Manager  
US Forest Service  
201 14<sup>th</sup> Street, SW  
Washington, DC 20250

Re: Letter of Support – Grant application by South Carolina Forestry Commission (SCFC)

Dear Mr. Stewart:

This letter is written to support the grant application by the South Carolina Forestry Commission (SCFC) to acquire and protect "Chelsea", a 2,723-acre property in Jasper County.

Chelsea lies in a priority corridor for Jasper County. The County Council rejected a development proposal for a portion of this property in 2022, established a 9-month moratorium on new development in the Broad River - Euhaw corridor in 2023, and is in the process of updating zoning codes to improve rural development. This property, and others surrounding it, represent important land protection priorities because of their creek and marsh frontage, some of which have been closed to shellfish harvesting in recent years, and because of the frontage along the Beaufort-Jasper Water Sewer Authority's water canal. This public drinking water source supplies water for our communities and land protection around the canal is a strategic priority. Rural roads in this area are vulnerable to increased traffic from incompatible development and are a constant source of constituent concern.

In the past six years, Jasper County has benefited from over \$100m in land protection funding to protect important properties by conservation easements, as State Wildlife Management Areas, and as State Heritage Preserves. Much of this work has been completed in partnership with SC Department of Natural Resources (SCDNR) and private land conservation partners, including a 2022 funding award of \$9.46 million from the Forest Legacy Program towards portions of the 10,570-acre Coosawhatchie WMA near Ridgeland, SC. Jasper County would be pleased to work with the South Carolina Forestry Commission on a new public lands' opportunity in the southeastern edge of our County and expand the protected landscape in our region.

As of November 2024, Jasper County voters approved a 15-year sales tax funding program for land conservation and transportation initiatives, where \$94million is anticipated to be raised over 15 years; with

the ability to issue bonds for immediate funding capacity. We are currently establishing the program metrics for this spending program and anticipate the first competitive application cycle to begin in July 2025.

Chelsea is listed as high priority according to the State Conservation Bank priority lands mapping tool, and that data suggests an application to our new funding program to protect Chelsea would be well received. This represents a landscape-level project that, if funded, it will open doors to future projects in the neighborhood and further county land use and development goals.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a long horizontal line extending to the right.

Andrew P. Fulghum, ICMA-CM

SENATOR TOM DAVIS  
SENATE DISTRICT 46  
BEAUFORT AND JASPER COUNTIES

COMMITTEES:  
BANKING & INSURANCE  
CORRECTIONS AND PENOLOGY  
FINANCE  
LABOR, COMMERCE, AND INDUSTRY  
MEDICAL AFFAIRS

April 14, 2025



COLUMBIA OFFICE:  
802 GRESSETTE SENATE BLDG.  
POST OFFICE BOX 142  
COLUMBIA SOUTH CAROLINA 29202  
PHONE: (803) 212-6008  
FAX: (803) 212-6299  
EMAIL: TOMDAVIS@SCSENATE.GOV

BEAUFORT OFFICE:  
POST OFFICE DRAWER 1107  
BEAUFORT SOUTH CAROLINA 29901-1107  
PHONE: (843) 252-8583  
FAX: (843) 524-6401  
EMAIL: TOM@SENATOR TOM DAVIS.COM

Ms. Dale Threatt-Taylor, Executive Director  
The Nature Conservancy, South Carolina Chapter  
1417 Stuart Engals Boulevard, Suite 100  
Mt. Pleasant, South Carolina 29464  
Email: [d.threatttaylor@tnc.org](mailto:d.threatttaylor@tnc.org)

**VIA EMAIL & REGULAR MAIL**

Re: Letter in support of the pending purchase of Chelsea by The Nature Conservancy

Director Threatt-Taylor:

I support purchase by The Nature Conservancy (TNC) of an approximately 3,000-acre tract in Jasper County known as Chelsea. Your TNC chapter has been a strong partner in our state's land conservation efforts, which include the recent acquisitions of the Buckfield and Gregorie Neck tracts. TNC's purchase of Chelsea would complement those other important acquisitions.

Chelsea is the gateway to my State Senate District 46 and a conservation priority for my constituents. Protecting it protects irreplaceable habitat, reduces development along a hurricane evacuation route, promotes resilience of the salt-marsh ecosystem by providing for marsh migration corridors, and provides open space and viewsheds for regional benefit.

In 2022 I authored and oversaw the passage of the County Green Space Sales Tax Act, which allows a county subject to voter approval to impose a local sales tax to fund conservation purchases in their home county *or in adjacent counties like Jasper*. This sales tax passed in my home county of Beaufort in November 2022, and I sit on the county's Green Space Advisory Committee.

Chelsea would merit consideration by that committee, which favorably scores worthy projects that earn matching funds. Such funds for Chelsea are being sought from long-standing partners at the Department of Defense via Marine Corps Air Station Beaufort, and I will support funding assistance via State Conservation Bank's grant program and the state's other resource agencies.

Sincerely,

A handwritten signature in blue ink that reads "Tom Davis".

Tom Davis

## CONSERVATION EASEMENT

**THIS GRANT OF CONSERVATION EASEMENT**, made this \_\_\_\_ day of \_\_\_\_ 2026 (“Effective Date”) by and between **THE NATURE CONSERVANCY**, a District of Columbia nonprofit corporation, having an address at 4400 Leeds Ave. North Charleston, SC 29405 (“**Grantor**” or “**Owner**”), and the **Beaufort County Open Land Trust** (“**BCOLT**”), a South Carolina charitable corporation and a publicly supported corporation organized and operated under §501(c)(3) of the Internal Revenue Code of 1986, as amended (“**Code**”), and not a private foundation under Code §509, with a business address at P O. Box 75, Beaufort, SC 29901, and the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy (“**Navy**”) **BCOLT** and the **Navy** may be referred to collectively as “**Grantees**” which is further defined in Paragraph 3

### WITNESSETH:

**WHEREAS**, **Grantor** owns in fee simple certain real property in Jasper County, South Carolina consisting of approximately two thousand six hundred seventy two and thirty-three hundredths (2672.33) ± acres identified as Jasper County TMS# 081-00-02-001, 081-00-02-008 and 081-00-02-009 which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “**Property**”), and

**WHEREAS**, the **Property** is located in the vicinity of Marine Corps Air Station Beaufort (“**MCAS Beaufort**” or “**Installation**”), and

**WHEREAS**, on September 28, 2006, the **Navy** and **Beaufort County**, a political subdivision of the state of South Carolina, entered into an agreement pursuant to 10 U.S.C. Section 2684a known as an “**Encroachment Protection Agreement** by and between the United States of America and **Beaufort County**” (“**EPA**”), to acquire certain property interests that would limit development that is incompatible with the mission of the **Installation** and the mutual conservation objectives of the parties to the **EPA** at that time, and

**WHEREAS**, by agreement dated 9 July 2008, the Parties modified the **EPA** to add **BCOLT** as a party wherein **BCOLT** agreed to fulfill all or part of the obligations of the **County** as set forth in the **EPA**, as executed and reaffirmed between the parties, and

**WHEREAS**, **BCOLT** is a South Carolina non-profit corporation, and (1) its purposes include one or more of the purposes set forth in §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991) (the “**Act**”), (2) it is a holder of conservation easements as conservation easements are defined in the **Act**, which is dedicated to the preservation of the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas and (3) is not a private foundation under Code §509; and

**WHEREAS**, the **Property** is located fully within the Lowcountry Sentinel Landscape as designated by the Department of Defense in March 2023, and

**WHEREAS**, the **Property** possesses significant ecological and natural resources, open space, scenic value, and historic or cultural values of great importance to the **Grantor**, **BCOLT**, and the people of South Carolina and this nation, the protection of which will yield significant public benefit, and

**WHEREAS**, the Property is situated within Port Royal Sound Watershed, featuring diverse ecosystems and a wealth of wildlife, all of which is the focus of a consortium of private landowners, conservation groups, and federal and state agencies, working to protect and enhance the region's natural resources and traditional agricultural and recreational uses, and

**WHEREAS**, in particular, the Property in its existing relatively natural condition contributes very little nonpoint source pollution to the adjacent creeks and waterways due to unobstructed wetlands and uplands surrounding all watercourses that provide for nutrient uptake and sediment deposition as well as the low percentage of impervious surface that reduces sources of pollution and nutrient loading, and

**WHEREAS**, the Property contains a diversity of relatively natural habitats including active and fallow agricultural fields, mixed pine/hardwood upland forest, and forested and non-forested wetlands, all of which can support a variety of floral and faunal species, and

**WHEREAS**, the Property contains forested wetlands, which function to improve water quality by providing for nutrient uptake and sediment deposition from runoff draining from upstream lands, and also provide many wildlife habitat components such as breeding grounds, nesting sites and other critical habitat for a variety of wildlife species, and

**WHEREAS**, the Property provides a diversity, quality, and combination of natural habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for migratory songbirds, ground-nesting birds, waterfowl and other avian species, and also including feeding, breeding and resting areas for native small and large game and non-game mammals, as well as feeding and breeding areas for amphibians and reptiles; and

**WHEREAS**, the Property provides habitat or contains habitat with the potential to support numerous game and non-game mammals including, but not limited to white-tailed deer (*Odocoileus virginianus*), bobcat (*Lynx rufus*), fox squirrel (*Sciurus niger*), and numerous other avian, reptile, amphibian, insect, arachnid and mammal species that are of great importance to the public, and,

**WHEREAS**, the Property provides habitat or contains habitat with the potential to support wildlife habitat functions for neotropical migratory songbirds, wading birds, and diversity of game and non-game avian species including, but not limited to mourning dove (*Zenaidura macroura*), wild turkey (*Meleagris gallopavo*), bald eagle (*Haliaeetus leucocephalus*), and barred owl (*Strix varia*); and

**WHEREAS**, more specifically, the Property contains habitat with the potential to support rare, threatened or endangered species and an estimated 96 species that are Species of Greatest Conservation Need including but not limited to Frosted Flatwoods Salamander (FT, SE), RCW (FT, SE), Wood Stork (FT, SE), Swallow-tailed Kite (SE), Bald Eagle (ST), Northern Long-eared Bat (FE), Tricolored Bat (FE), Rafinesque's Big-eared Bat (SE), American Chaffseed (FE), Southern Spicebush (FE), and Monarch Butterfly (proposed FT) and Federal At-Risk Species (ARS) which include Florida Pinesnake, Southern Hognose, Eastern Diamondback (*Crotalus adamanteus*), Carolina Gopher Frog (also SE), Spotted Turtle (*Clemmys guttata*), Hoary Bat, Chipola Dye-Flower, and Raven's Seedbox.

**WHEREAS**, all of the above fauna and flora in the list of threatened or endangered species and species of concern are listed as priority species for the South Carolina State Wildlife Action Plan, 62 of which are also Southeast Regional Species of Greatest Concern; and

**WHEREAS**, the Property contains approximately 7.2 mi. of Hazzard Creek, a substantial tributary to the Chechessee River which empties into the Broad River, along with 29 mi. of unnamed creeks and canals on site as well as isolated wetlands and riverine swamps, all providing for maintaining and enhancing water quality of the Port Royal Sound, and

**WHEREAS**, Chelsea adds to the protected land within the Port Royal Sound Watershed, including 4,409-acre Gregorie Neck, supported by the Greenspace Program in 2024, and the 12,000-acre Coosawhatchie WMA/HP supported by Forest Legacy FY22 and FY23 funding investments. Chelsea will be a new land protection anchor from which to expand and connect to other properties.

**WHEREAS**, the Property adds to over 12,000 acres of land protected by South Carolina Department of Natural Resources within the Port Royal Sound, and the Property will provide critical habitat linkages to over 20,000 acres of nearby protected lands including Gregorie Neck, Mount Repose, Mackay Point, Roseland, Glover Tract, Lemon Island, the Mobley Tract, and Widgeon Point Preserve, and

**WHEREAS**, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the "SC Code") §48-59-10, et. Seq. (The South Carolina Conservation Bank Act of 2002) (hereinafter the "Bank"), South Carolina recognizes "There is a critical need to fund the preservation of, and public access to, wildlife habitats, outstanding natural areas, sites of unique ecological significance, historical sites, forestlands, farmlands, watersheds, and open space, and urban parklands as an essential element in the orderly development of the State" and "The protection of open space by acquisition of interests in real property from willing sellers is essential to ensure that the State continues to enjoy the benefits of wildlife habitats, forestlands, farmlands, parks, historical sites, and healthy streams, rivers, bays, and estuaries; for recreational purposes, for scientific study, for aesthetic appreciation, for protection of critical water resources, to maintain the state's position as an attractive location for visitors and new industry, and to preserve the opportunities of future generations to access and benefit from the existence of the state's outstanding natural and historical sites" is of great importance, and

**WHEREAS**, Preservation of the Property is pursuant to federal, state and local governmental conservation policy and may achieve a significant public benefit towards the fulfillments of these conservation policies, specifically:

- i. The protection of this property is pursuant to the SC right-to-farm law (SC Code §46-45-10) which states in part "The policy of the State is to conserve, protect, and encourage the development and improvement of its agricultural land and facilities for the production of food and other agricultural products" including silviculture or forestry; and
- ii. The Property helps to fulfill the goals of the South Carolina Forest Legacy Program, including the following specified goals: "protect river systems, wetlands, and their associated upland habitats, reduce forest fragmentation caused by development, provide buffer areas and connectivity to already protected areas, and promote Best Management Practices for forestry"; and
- iii. Conservation Criteria developed by the SCCB pursuant to SC Code §48-59-50 B(5) identifies areas suitable for land protection according to conservation connectivity, ecological conservation priorities, and sustainable forestry and agriculture among other categories, of which this property is of high priority; and
- iv. The Property protects priority habitat as identified in the Southeastern Conservation Blueprint, a product of Southeast Conservation Adaptation Strategy, a spatial plan that identifies priority areas for connected landscapes in the Southeast and Caribbean
- v. The Property furthers goals of the South Atlantic Salt Marsh Initiative (SASMI) which is a regional effort and voluntary, non-regulatory partnership to protect over one million acres of salt marsh in the Southeast

- vi. The Property is within the South Carolina Lowcountry Sentinel Landscape, the 11<sup>th</sup> landscape designated by the Sentinel Landscape Partnership as established in 2013 by the U.S. Department of Agriculture, Department of Defense, and Department of the Interior to strengthen military readiness, conserve natural resources, bolster agricultural and forestry economies, increase public access to outdoor recreation, and enhance resilience to climate change.

WHEREAS, the Property has approximately xx acres of Prime Farmland and Soils of Statewide Importance as determined by USDA National Resources Conservation Service; and

WHEREAS, the Conservation Values of this property are consistent with the goals of the Forest Legacy Program and the establishing of this property, known as Chelsea State Forest, will provide public benefits by preventing conversion of forest land and forest resources, protected and enhancing water quality and water supplies, protecting wildlife habitat and maintaining habitat connectivity and related values to ensure biodiversity, protecting riparian areas, maintain natural ecosystem functions, and maintaining forest sustainability and the cultural and economic vitality of rural communities, and

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WHEREAS, the specific Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, are summarized hereunder and documented in a report on file at BCOLT's office and incorporated herein by this reference (hereinafter the "Baseline Documentation") and attached as Exhibit B, which consists of maps, reports and photographs (including aerial imagery and on-site photographs taken by a BCOLT representative), and property review which occurred immediately prior to the granting of the Easement, and the parties agree that the Baseline Documentation provides, collectively, an accurate representation of the Property at the time of this Easement and is intended to serve as an objective point of reference from which BCOLT shall monitor and enforce compliance with the terms of this Easement, and

WHEREAS, Grantor believes that through this Easement, the natural resources, habitat, beauty and unique ecological character of the Property can be protected in a manner that permits continuing private ownership of land and its continued use and enjoyment, and

WHEREAS, Grantor intends to preserve and protect the Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, in perpetuity, and

WHEREAS, Grantor is willing to forego forever the right to fully exploit the financial potential of the Property by encumbering the Property with this Easement, and

WHEREAS, by the Act South Carolina recognizes and authorizes the creation of conservation restrictions and easements, and

WHEREAS, this Easement contains the conservation purposes pursuant to the Act, as outlined therein and stated below:

- (A) "retaining or protecting natural, scenic, or open-space aspects of real property";
- (B) "ensuring the availability of real property for agricultural, forest, recreational, educational, or open-space use";
- (C) "protecting natural resources";
- (D) "maintaining or enhancing air or water quality" and

WHEREAS, Grantor and Grantees recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Property, and have the common purpose of the protection, in perpetuity, of the Property pursuant to 10 U.S.C. §2684a and 26 U.S.C. §170(h) and in the regulations

promulgated thereunder by the United States Department of the Treasury (hereinafter "Treasury Regulations") as follows:

(I) Protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem within the meaning of Code §170(h)(4)(A)(ii);

(II) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(I) for the scenic enjoyment of the general public which will yield a significant public benefit, including the opportunities for scenic enjoyment and the public benefits described in the recitals to this Easement, and

(III) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(II) pursuant to clearly delineated Federal, state, or local governmental conservation policies which will yield a significant public benefit, including the policies and public benefits described in the recitals to this Easement,

**WHEREAS, Grantor and Grantees agree these purposes can be accomplished by the Grantor voluntarily placing perpetual restrictions upon the use of the Property and by providing for the transfer from the Grantor to the Grantees of affirmative rights for the protection of the Property as set forth in 10 U.S.C. § 2684a and so as to be considered a "qualified conservation contribution" as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and**

**WHEREAS, BCOLT is a corporation of which its purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1); and BCOLT is a holder of conservation easements as conservation easements are defined by the Act, and BCOLT is a publicly supported, tax-exempt, nonprofit corporation organized and operated under Internal Revenue Code §501(c)(3) dedicated to the preservation of the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas and is not a private foundation under Internal Revenue Code §509; and**

**NOW THEREFORE, in consideration of \$11,000,000.00, inclusive of \$5,500,000 from the Navy with the remaining from other Federal, State, and local funding sources and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to the Grantees and its successors and assigns this Conservation Easement (the "Easement") in perpetuity over the Property described in Exhibit "A", of the nature and character and to the extent set forth herein. Grantor herein declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions shall be deemed to run with the land in perpetuity and to be a burden on the Property in perpetuity.**

**I. Purpose.** Purpose. It is the purpose of this Easement to prevent any improvement, development or use of the Property that would otherwise be incompatible with the mission of the Installation (the "Purpose") while protecting the Conservation Values (detailed in the Recitals above and outlined below) and to preserve the Property for the continuation of historic and traditional uses and activities, as well as other limited uses, provided no such uses significantly impair or degrade the Conservation Values. The Conservation Values of the Property include the following:

1. Relatively natural habitat and biological diversity,
2. Open space for wildlife or forestry use,

3. Preservation or enhancement of downstream water quality in Hazzard Creek and the Chechessee River and Port Royal Sound watersheds,
4. Scenic views of the Property from Hazzard Creek and the Chechessee River, Snake Road, Scenic Highway 462, and other public vantage points.

This Purpose is to ensure that the Property will be retained in perpetuity predominantly in its relatively natural and scenic condition, for conservation purposes and to prevent any use of the Property that would significantly impair or interfere with the Conservation Values of the Property, or be incompatible with the mission of the Installation, while allowing for limited low-impact rural residential, recreational, agricultural, forestry and other open-space uses of the Property that are compatible with and not destructive of those Conservation Values. It is the intent of the parties that Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the Purpose of this Easement. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

**2. Rights of Grantees.** To accomplish the Purpose, the following rights are conveyed to the Grantees by this Easement:

a. **Right to Prevent Inconsistent Uses.** To prohibit development or use of the Property that violates the terms of this Easement and thereby would encumber, impede, limit or otherwise be incompatible with the Purpose of this Easement, which includes but is not limited to, the restoration of such areas or features of the Property that may be damaged by any activity or use in violation of the terms of this Easement, pursuant to Section 6.

b. **Right to Remove Obstructions.** To enter upon the Property upon notice to the Grantor, in order to remove any physical obstruction such as structure, building, antenna, tower, wire, or other obstruction extending more than 100 feet above ground level. This does not include natural vegetation or **significant trees**.

Commented [KPS1]: we are requesting to change this because of the impacts to long leaf habitat and conservation values - the height needs to be at least 150 feet or we request that "obstructions" are not inclusive of trees.

c. **Right to Monitor.** To enter upon the Property on an annual basis in order to monitor Grantor's compliance with the terms of this Easement or at any time upon an event of non-compliance with the terms of this Easement to enforce the terms of this Easement, provided that Grantee(s) will provide at least ten (10) days' written or verbal notice of such entry to Grantor, except when there is a threat of imminent harm of personal injury or property damage. Grantee(s) shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

d. **Right to Require Restoration.** To require Grantor to accomplish restoration of such portion of the Property that was altered or damaged by any uses or activities specifically prohibited by this Easement.

**3. Definitions.** Grantor and Grantees agree that the following terms used throughout this Easement shall be defined as and shall have the following meanings:

**Grantor** means the original Grantor of this Easement, or upon any change in fee simple ownership of the Property, then subsequently as his, her, its, or their personal representatives, heirs, successors, assigns, and subsequent owners.

**Grantees** means Beaufort County Open Land Trust, a South Carolina not-for-profit corporation, and the United States of America, acting by and through the Department of the Navy, and their respective successors and assigns. Unless otherwise provided in this Easement, all of the rights and obligations of BCOLT and the Navy as **Grantees** under this Easement will be considered held by each entity individually, such that BCOLT and the Navy shall each hold an undivided interest in this Easement with all the rights and obligations of **Grantees** of this Easement, and each **Grantee** shall have the independent right to enforce the terms of this Easement, without the joinder or consent of the other **Grantee**.

**Agricultural Activities** as applied herein shall be defined as activities directly related to the production of plant or animal products on the Property, including crop production, raising cattle and other livestock for sale, animal husbandry, raising and harvesting of shellfish, floriculture, apiculture, and horticulture, in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include feedlots, intensive livestock production facilities or any type of large-scale operation where animals are confined, however, non-intensive small-scale farming uses for the benefit of **Grantor**, **Grantor's** family or local agriculture shall be allowed which may include fences, pens and similar containment methods. Notwithstanding the above, commercial aquaculture and/or mariculture activities must have **Approval**.

**Agricultural Structure** shall be defined as any building designed to be used or currently being used in conjunction with permitted **Agricultural Activities** or **Forest Management Practices**, not including any structure used as a permanent **Residential Structure**. **Agricultural Structures** shall include but not be limited to barns and pole sheds.

**Aircraft** means any and all types of aircraft, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of military training, and/or transporting persons or property through the air by whomsoever owned or operated.

**Approval** shall be defined as the prior written consent by **Grantees** to permit **Grantor** to exercise certain rights described below in Paragraphs 4 and 5, or to undertake any activity otherwise permitted as described in Paragraph 4 and 5. The rationale for requiring the **Grantor** to receive **Approval** is to afford **Grantees** an adequate opportunity to evaluate the activities in question to confirm if they are designed and will be carried out in a manner that is not inconsistent with the Purpose of this Easement. **Approval** does not relieve **Grantor** of the obligation to obtain all other necessary permits, consents and approvals.

**Building Height** shall be measured, for the purposes of any permitted **Residential Structure**, from ground elevation or the legal building elevation within a Federal Emergency Management Agency (or successor agency) flood zone, whichever is greater, to the top of the highest structural component, excluding chimneys, antennas and weathervanes.

**Conservation Values** shall mean those values outlined in recitals to this Easement.

**Construction** means building a new structure on the Property, rebuilding or restoring more than 50% of an original structure which has been destroyed and expanding or making additions to an existing structure on the Property. Construction does not include making repairs, remodeling, or performing maintenance to existing structures on the Property.

**Designated Building Area (DBA)** shall be defined as those two (2) areas, each no larger than approximately two and a half (2.5) acres in size, each designated for the siting of **Residential Structures and Related Outbuildings**. The location and configuration of each **Designated Building Area** shall be as shown on Exhibit B. The location and configuration of all structures, including **Residential Structures**, within each **Designated Building Area** shall be at the Grantor's discretion, subject to **Notice** and all other terms of this Easement.

**Forest Management Plan** shall be defined as a written plan subject to periodic updates, on file with BCOLT and agreed upon by both **Grantor** and **Grantees** which outlines **Forest Management Practices** on the Property. The **Forest Management Plan** shall be compatible with the terms of this Easement and shall be consistent with Forest Legacy Program requirements.

**Forest Management Practices** shall be defined as the production, improvement and maintenance of pine and hardwood forest lands for timber production and commercial harvesting, wildlife management, aesthetics or any other purpose. **Forest Management Practices** include silvicultural practices which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes and include, but are not limited to, harvesting, thinning, reforestation, competition control, prescribed fire or fire breaks. **Forest Management Practices** shall follow best management practices of the SC Forestry Commission or successor agency and be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Property at the property level. **Forest Management Practices** will provide wildlife dependent recreational opportunities and restoration and maintenance of natural ecosystems with consideration given to rare, sensitive or otherwise special species and ecosystems, while protecting, maintaining and enhancing wildlife habitat for a variety of game and nongame species and managing all other associated resources, including timber, soil, water, and aesthetics.

**Impervious Surface** shall be defined as a hard surface area which either prevents or significantly retards the entry of water into the soil mantle at a rate lower than that present under natural conditions prior to development. Impervious surfaces can include, but are not limited to, roof tops, walkways, patios and decking, enclosed and unenclosed porches, paved driveways, paved parking lots, covered storage areas, concrete or asphalt paving, swimming pools, or other surfaces which similarly impede the natural infiltration of surface and stormwater runoff. **Impervious Surface** specifically excludes ground surfaces covered with sand, gravel, shell sand, crushed stone, or other similar traditional permeable materials.

**Installation** means Marine Corps Air Station Beaufort, Beaufort, South Carolina

**Notice** shall be defined as a written communication, not a request for **Approval**, prior to undertaking a permitted activity, as defined in Paragraph 8 and Paragraph 13.

**Recreational Structure** shall be defined as any building designed or used in conjunction with recreational activities on the property, and shall not include any structure used as a permanent **Residential Structure**.

**Related Outbuilding** shall be defined as any auxiliary structure customarily used as an accessory to a private **Residential Structure** in the South Carolina Lowcountry, including but not limited to utility sheds, home office building, detached garages, and pool houses not including any structure used as a permanent or temporary **Residential Structure**.

**Residential Structure** shall be defined as any dwelling having sleeping quarters, sanitary facilities, and cooking facilities, all three of which must be present, which constitutes temporary or permanent residential use or occupancy on the Property by the **Grantor**, permitted lessee, and guests or employees of the **Grantor** or permitted lessee.

**Significant Tree** shall be defined as any Live Oaks (*Quercus virginiana*), Longleaf Pine (*Pinus palustris*) and Bald Cypress (*Taxodium distichum*) trees with a Diameter at Breast Height of 16 inches or greater.

**Subdivided Tract** shall be defined as a legally divided, transferable parcel of land having a unique tax identification number according to Jasper County real property tax records.

**Subdivision** shall be defined as the permitted creation of a **Subdivided Tract** after the date of this Easement.

**Upland Impoundments** shall be defined as non-wetland fields with water control structures and dikes, created to control the water levels within the field.

**Water Line** shall be defined as the edge of a waterway or waterbody which is either the critical line as defined by S.C. Office of Ocean and Coastal Resource Management or, if no critical line has been established, the mean high-water line as defined by the Army Corps of Engineers or established by a surveyor employing the regulatory standards then in effect for its determination. If the critical line or the mean high-water line cannot be established or are no longer used to define the edge of a waterway or waterbody, then the comparable defining line as defined by successor entities of the above-named agencies shall be used.

**Wetlands** shall be defined as "those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions," as stated in the United States Army Corps of Engineers Wetlands Delineation Manual (1987, or as amended).

4. **Reserved Rights.** **Grantor** reserves all the rights, uses and activities (collectively, the "Reserved Rights") inherent in fee simple ownership, and subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purposes enumerated in Paragraph 1. All Reserved Rights shall apply to the Property in its entirety. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purposes.

5. **Restricted Uses and Development Rights.** Any activity or use of the Property inconsistent with the specific terms of this Easement is prohibited. The following activities and uses are expressly prohibited or expressly limited as set forth below:

a. **Subdivision.** The Property is currently composed of three parcels, which is Jasper County TMS# 081-00-02-001, 081-00-02-008 and 081-00-02-009. **Subdivision** is limited to the reconfiguration and division of the Property into a maximum of three (3) total tracts. **Grantor** shall give written **Notice** to **Grantees** prior to any **Subdivision**. All deeds for any new **Subdivided Tracts** shall incorporate by reference the terms of this Easement. With **Notice** to the **Grantees**, the **Grantor** may recombine any **Subdivided Tracts**, allocate or reallocate reserved rights among any **Subdivided Tract(s)**, reconfigure the

boundary of any **Subdivided Tract(s)**, or abandon or modify any such reconfiguration, provided that any such recombination, reallocation, or reconfiguration does not otherwise create a violation of the terms of this Easement. The **Grantor** shall not indirectly or practically divide all or any part of the Property through the allocation of property rights among partners, shareholders or members of any successor entity, the creation of a horizontal property regime, leasing or any other means.

b. **Structures**. The construction, enlargement, removal and replacement of **Residential Structures, Related Outbuildings, Recreational Structures, Agricultural Structures** and all other structures are subject to the following limitations

- i. **Total Impervious Surface** on the Property shall not exceed a maximum of **200,000** square feet in the aggregate. All **Residential Structures, Agricultural Structures, Related Outbuildings, and Recreational Structures** are included in this allocation.
- ii. **No Residential Structure, Related Outbuilding, Recreational Structure or Agricultural Structure** shall exceed thirty-five (35) feet in **Building Height**. The erection, construction, installation, alteration or cultivation, whether public or private, of any structure, building, antenna, tower, wire, or other obstruction, whatever its nature, extending more than 100 feet above ground level (AGL) or penetrating any MCAS Beaufort airspace is prohibited.
- iii. **Recreational Structures and Agricultural Structures** shall be permitted, provided that the square footage of all **Impervious Surface** on the Property does not exceed the allowance stated in Paragraph 5(B)(1) and subject to all other terms of this Easement. **Grantor** shall give **Notice** to **Grantees** prior to the construction of any **Recreational Structures and Agricultural Structures**.
- iv. All new permitted **Residential Structures and Related Outbuildings** shall be located within a permitted **Designated Building Area**. The **Designated Building Areas**, as shown on Exhibit B and in the Baseline Documentation Report, are locations on the Property which have been designated for their ecological suitability for development. **Grantor** shall select a **Designated Building Area** by providing **Grantees** with signed written **Notice** of the selected **DBA**. The selection of a **DBA** shall be irrevocable.
- v. At the time of the granting of this Easement there are two **Residential Structures** located on the Property as established by the Baseline Documentation Report attached as Exhibit B. These **Residential Structures** may be rebuilt, repaired, replaced or repurposed for any use not prohibited under the terms of this Easement.
- vi. Other than permitted **Residential Structures** no other structure on the Property shall be used as a temporary or permanent dwelling for human beings.
- vii. No portion of the Property may be used for transient accommodations such as commercial campgrounds, trailer or RV parks.

c Land Planning Setbacks Construction and other activities shall adhere to the following land planning setbacks.

i **Road Buffer** There shall be a vegetative buffer that is two hundred (200') feet in width on the Property adjacent to Snake Road. In order to provide a vegetated buffer between the Property and the adjacent roadway(s), there shall be no new **Impervious Surface**, (except as may be required to meet the minimum South Carolina Department of Transportation (SCDOT) encroachment permit requirements for driveways), no new **Agricultural Activities** (unless existing, i.e. open field), no new roads (other than those necessary to access the permitted **Subdivided Tracts** and the facilities within those tracts), no new structures, (other than mailboxes, fencing and gates, utility and service lines for any permitted use under the terms of this Easement, permitted docks or boat ramps, boardwalks, and other structures existing at the time of this Easement as documented in the Baseline Documentation) nor alteration to the topography or hydrology within this buffer area except as may be required for any of the permitted activities or improvements set forth in this Paragraph. Within this buffer, there shall be no alteration to the vegetation, except as may be required for any of the permitted activities or improvements set forth in this Paragraph and except as necessary to engage in limited **Forest Management Practices**, including the installation and maintenance of firebreaks, provided, however, there shall be no clearcutting and no activities that endanger the health or survival of **Significant Trees**.

Notwithstanding the above, Grantor reserves the right to cut any tree in this buffer, in accordance with applicable governmental laws and regulations and accepted forestry management practices, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, when a permitted structure is in danger, or to remove invasive species.

ii **Riparian Buffers** In order to protect the scenic view from public vantage points along the public waterways, as well as to provide an ecological transition zone for wildlife and water quality protection along the waterways, there shall be no **Impervious Surface** or Structures (other than utility and service lines for any permitted use under the terms of this Easement, permitted docks or boat ramps, boardwalks, or other similar structures), **Agricultural Activities**, nor new roads on that portion of the Property within one hundred and fifty (150) feet of the Water Line of Hazzard Creek. Grantor reserves the right to engage in limited **Forest Management Practices** in this buffer, provided there shall be no clearcutting and no activities that endanger the health or survival of **Significant Trees**. Notwithstanding the above, Grantor reserves the right to cut any tree in this buffer, in accordance with applicable governmental laws and regulations and accepted forestry management practices, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, when a permitted structure is in danger, or to remove invasive species.

d. Docks. Grantor reserves the right to construct up to two (2) docks and one boat landing permitted for public access or permitted public recreation opportunities on TMS#081-00-02-001 only. All docks and boat landing are subject to all South Carolina Department of Environmental Services - Bureau of Coastal Management (SCDES-BCM) and/or US Army Corps of Engineer (ACOE), or any successor agency, standards, as well as any other County, State and Federal permitting requirements as applicable. All docks once **Constructed** may be maintained, repaired, improved, removed or replaced, provided each shall be **Constructed** of primarily natural or non-reflective materials. In addition, any lighting associated with any dock that remains constantly illuminated or that automatically becomes illuminated in darkness is prohibited, except as such lighting facilitates safe passage on the adjacent waterway and is not in violation of the exterior lighting standards of Paragraph 5j. Grantor shall give **Notice** to Grantees prior to the construction of any dock.

e. Dock Pier Head. Each dock is permitted to have one Dock Pier Head not to exceed 300 square feet of **Impervious Surface**, and which shall also be subject to all County, State and Federal permitting requirements as applicable. One boat landing intended for personal use may be constructed, subject to all County, State, and Federal permitting requirements as applicable.

f. Roads. Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no new road constructed or covered with **Impervious Surface** except as may be required to meet the minimum South Carolina Department of Transportation (SCDOT) encroachment permit requirements for driveways. Maintenance of driveways, roads and roadside ditches shall be limited to standard practices for non-paved roads. This maintenance and repair does not require prior **Notice** to the Grantee. All existing roads are documented in the "Baseline Documentation" attached as Exhibit B.

g. Towers. Wildlife observation towers, shooting towers, deer stands and other recreational towers are permitted, subject to **Building Height** limitations as set forth below, and provided they are not visible from any public roadway. Communication towers are prohibited. Towers must meet all other terms of this Easement and local, state, federal regulations.

h. Services. Construction of water wells, septic systems, utility services and associated facilities and service roadways are limited to those required to serve allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, and further subject to all applicable Local, State, and Federal laws and regulations.

i. Tanks. Fuel storage tanks are limited to aboveground or underground gaseous (not liquid) fuel storage tanks and/or aboveground liquid fuel storage tanks to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, and subject to all applicable Local, State, and Federal laws and regulations.

j. Lighting. All lighting equipment, including floodlights, searchlights, landscape lighting, and all protective lighting, such as streetlights, shall have positive, optical control so that no light is emitted above the horizontal plane.

k. Other Operational & Training Hazards. Except as otherwise provided herein, no operations of any type are permitted that produce smoke, glare, light, or other visual hazards, or encourage concentrations of birds that may be dangerous for aircraft operating from the Installation. Prescribed fire as defined in SC Code Section 48-34-20 (1) is permitted on the Property, however, Prior to commencing controlled burns for agricultural purposes, recreational purposes, habitat improvement and mitigation of fire hazards, or for any other reason, Grantor must give as much reasonable prior **Notice** to Grantee as is practical. Once a burn

number has been issued by the S C Forestry Commission. Grantor will notify Marine Corps Air Station Beaufort and the local Fire Department, including the time the planned prescribed fire is to be commenced and concluded. Notification by phone is acceptable. Notwithstanding anything herein to the contrary, for all prescribed fires, Grantor will comply with the full burn procedure set forth on Exhibit C attached to this Easement and incorporated herein.

l. Height Restrictions. The erection, construction, installation, alteration or cultivation, whether public or private, of any structure, building, antenna, tower, wire, or other obstruction, whatever its nature, extending more than 100 feet above ground level (AGL) or penetrating any MCAS Beaufort airspace is prohibited. No **Residential Structure, Related Outbuilding, or Recreational Structure** shall exceed thirty-five (35) feet **Building Height** maximum above the minimum 1st floor FEMA elevation.

m. Industrial and Commercial Uses. Industrial and commercial uses, activities, structures, or rights of passage not specifically permitted herein are prohibited. No right of passage across or upon the Property shall be allowed or granted if that right of passage is used in conjunction with any commercial uses or activities not permitted in this Easement. For the purposes of this Easement, **Agricultural Activities, Forest Management Practices**, the leasing of hunting, trapping and fishing rights, equestrian uses (including recreational activities such as trail riding, artistic or cultural exercises, and individual or small group riding lessons), home-based businesses, and apiculture, shall not be considered commercial uses. However, to qualify this Easement for treatment under §2031(c)(8)(B) of the Code, any use of the Property for more than a de minimus use for a commercial recreational activity is prohibited.

n. Mining. In accordance with Internal Revenue Code §170(h)(5)(B), surface and mineral mining is strictly prohibited.

o. Topography and Hydrology. No adverse material alteration of the topography or hydrology shall be allowed unless otherwise provided in the retained rights in the Easement. This restriction shall not limit the Grantor's right to enhance drainage through the maintenance of legacy or existing drainage ditches and culverts, including the imposition of drainage piping as necessary. Grantor also retains the right to build new ditches and piping in accordance with best management practices, Paragraph 5, and as necessary.

p. Significant Tree Protection. Live Oaks (*Quercus virginiana*), Longleaf Pine (*Pinus palustris*) and Bald Cypress (*Taxodium distichum*) trees with a Diameter at Breast Height (DBH) of 16 inches or greater are protected, except when the tree, due to its condition or proximity to facilities or passersby - poses a threat to a permitted structure or human. Additional exclusions to this rule will be allowed with prior written consent of **Grantees**, which shall not be unreasonably withheld, for salvage operations, agricultural, game management and other needs as requested by the **Grantor**.

q. Landscaping. Landscaping shall be limited to the management of vegetation associated with the uses allowed by this Easement, including, but not limited to the right to conduct selective cutting, clearing, pruning, removing, and planting of trees and vegetation and mowing of fields and lawns for habitat enhancement and protection, fire protection, unpaved trail and road maintenance, including the right to clear and maintain trails if reasonably necessary in connection with uses of the Property permitted by this Easement, including for pedestrian recreational purposes, tick control, the preservation of vistas and aesthetic values, or otherwise to preserve the present condition of the Property. The right to use agrichemicals, including, but not limited to, fertilizers, biocides, herbicides, and rodenticides is permitted, but only in those amounts and with that frequency of application constituting the minimum necessary to accomplish agricultural and residential activities permitted by the terms of this Easement and in accordance with label instructions and any applicable Federal, State and local regulations.

Notwithstanding the foregoing sentence, no use of agrichemicals will be made if such use would result in (i) unlawful contamination of any source of water or (ii) any significant impairment of any natural ecosystem or process on the Property. Structural elements of landscaping, including but not limited to walkways and patios are permitted, but shall be subject to **Impervious Surface** restrictions and limitations as provided for in this Easement. **Forest Management Practices** and **Agricultural Activities** shall not be subject to this Paragraph.

r. **Forestry Uses and Practices.** Commercial and recreational **Forest Management Practices**, including those associated with commercial timber farming, are permitted. Notice is required for commercial or precommercial timber harvests. Any application of prescribed fire on the Property shall be subject to the burn procedures notice attached hereto as Exhibit C. A **Forest Management Plan** prepared by a Registered Forester is required for the Property. Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan** or recommended by the South Carolina Forestry Commission or any successor agency. **Forest Management Practices** will provide wildlife dependent recreational opportunities and restoration and maintenance of natural ecosystems with consideration given to rare, sensitive or otherwise special species and ecosystems, while protecting, maintaining and enhancing wildlife habitat for a variety of game and nongame species and managing all other associated resources, including timber, soil, water, and aesthetics. Forestry operations shall be conducted under a forest management plan consistent with Forest Legacy Program requirements.

s. **Agricultural Uses.** Conversion from forestry to agricultural uses is prohibited. On existing agricultural plots, as documented in the Baseline Documentation Report, **Agricultural Activities** are restricted to the recommended or accepted practices recommended by the South Carolina Cooperative Extension Service, the United States Natural Resources Conservation Service, their successors or other entities mutually acceptable to the **Grantor** and **Grantees**. **Grantor** and **Grantees** recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of **Agricultural Activities**. Such evolution shall be permitted so long as it is consistent with the Purpose of this Easement. **Grantor** shall have the right to utilize Pond(s), and/or wells to irrigate for **Agricultural Uses**.

t. **Recreational Uses.** Lawful hunting, fishing, camping, hiking and birdwatching are permitted, as well as land and game management practices to maintain and support these activities. Camping is defined as tent camping and is not to exceed 25 persons per camping stay, and shall not exceed one week per stay. **Grantor** may continue to conduct educational and participatory activities related to hunting, fishing, wildlife habitat management, game management and other similar activities on the Property and use the Property for study of wildlife, plant and animal habitat, game management, and other related practices. Public access may be permitted throughout and may include primitive outdoor recreational uses such as hiking, bicycling, picnicking, boating and water access including provision for a boat landing and/or fishing pier, nature observation, bird and wildlife watching, hunting, and fishing.

**Grantor** retains the right to construct, maintain, repair, replace, and relocate duck blinds, deer and turkey stands, gates, wildlife observation platforms. **Grantor** shall also have the right to raise ground birds and other animals to be released for lawful shooting.

u. **Ponds and Impoundments.** **Grantor** reserves the right to create new ponds, not to exceed 10 acres in aggregate, subject to all local state and federal standards and regulations and in compliance with the Purpose as stated in Paragraph 1.

Standing water may pool seasonally in low-lying areas and shall not be classified as a pond. Should any ponds, impoundments or standing water attract such a concentration of birds to the extent that they cause a training or operational hazard, as deemed by the Navy, Grantees shall notify the Grantor, and Grantor and Grantees shall cooperate and shall act in good faith to arrive at a way for Grantor to mitigate or eliminate the hazard.

Grantor reserves the right to improve, repair, or maintain existing ponds, Upland Impoundments and/or historic wetland impoundments, Green Tree Reservoirs, dikes, ditches, and water control structures. Grantor shall provide Notice to Grantees of its intention to make any such repairs, maintenance or improvements. All such repairs, maintenance, or improvements shall be in compliance with all applicable local, state and federal statutes and regulations and the terms of this Easement and in compliance with the Purpose as stated in Paragraph 1. Impoundments are recognized by the Grantor and Grantees as beneficial to waterfowl and other wetland dependent plants and animals. It is permitted to drill water wells of sufficient size and nature to service the ponds, Upland Impoundments or Greentree Reservoirs, extract water therefrom, and establish utilities and driveways to the well or wells in order to service them.

The sale or gift of extracted soil, sand, gravel or other materials produced in connection with the enlargement or construction of pond(s), or any other permitted or non-permitted use, is strictly prohibited in accordance with Paragraph 5(m) Commercial Uses and Paragraph 5(n) Mining.

v. Signs. Signs visible from off of the Property shall be limited to a maximum of eight (8) square feet in size, individually. Signs shall be placed so as to minimally impact the scenic view as seen from any public roadway or waterway and shall be subject to all other height and land planning setbacks.

w. Repair. Subject to the restrictions contained in this Easement, all existing structures may be maintained, repaired, improved, removed, or replaced by Grantor pursuant to all applicable local, state, and federal permits and regulations.

x. Access. No right of public access to any portion of the Property is conveyed by this Easement, except as may be expressly provided within Paragraphs herein.

y. Archeological and Paleontological Excavations. Grantor shall give written Notice to Grantees at least thirty (30) days prior to undertaking archeological or paleontological excavation. Any archeological or paleontological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education.

z. Refuse. There shall be no placing of refuse on the Property, including, but not limited to, vehicle bodies or parts or any refuse not generated on the Property. Temporary piles for collection of refuse generated on the Property established between regular removals are permitted provided such piles do not contain hazardous substances, pollutants, or wastes, do not impair the Conservation Values of the Property, and are consistent with the Purpose of this Easement.

aa. Eligibility for Conservation Programs. The Grantor reserves the right to participate in federal, state, county, or nongovernmental organization conservation and/or preservation contracts, programs, or leases existing now or permitted in the future for any activity or use permitted on the Property under this Easement, including but not limited to carbon sequestration, carbon offsets,

greenhouse gas credits, endangered species credits, or water quality credits. Any programs entered into by the **Grantor** must be consistent with and subject to the terms of the Easement

**bb. Adverse or Inconsistent Uses.** There shall be no other use or activity that is inconsistent with the Purpose of this Easement as stated in Paragraph 1 or any of the Reserved Rights and Restricted Uses as outlined in this Easement.

**cc. Large Gatherings.** Gatherings with groups of more than two hundred (200) people are permitted; **Grantor** shall give written Notice to **Grantees** at least fourteen (14) days prior to holding any such event. All events must be consistent with and subject to the purpose and terms of the Easement

**dd. Forest Legacy Program requirements.** Title to this property may be transferred or assigned only (i) to a government entity that (a) is eligible to hold this deed under the Forest Legacy Program (FLP), (b) is willing and able to hold title to this property for the purpose for which it was created, (c) expressly agrees to assume the responsibility imposed by the terms of this deed, and (d) understands that it must abide by the terms of this Easement, and (ii) with the consent of the South Carolina Department of Natural Resources (SCDNR). Other terms to be consistent with Forest Legacy Program easements, generally, including assumption of risk for access, the right to impose rules and regulations for public access, the right to close portions of the Property for safety reasons, monitoring and enforcement rights, indemnification for damages caused the parties, notice provisions, etc.

6. **Third Party Activities.** The **Grantor** shall keep **Grantees** reasonably informed as to activities being conducted on the Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. In addition to being responsible for any resulting harm, the **Grantor** shall ensure that all third parties who are conducting activities relating to permitted uses of the Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. **Compliance with Law.** The uses and activities permitted in this Easement, including those set forth in Paragraphs 4 and 5, shall be undertaken and performed in accordance with the terms of this Easement and applicable federal, state, and local laws and regulations.

8. **Notification and Approval Provisions.**

a. **Notice.** Whenever Notice is required under this Easement or **Grantor** plans to undertake a new use or perform new construction or reconstruction on the Property, **Grantor** will notify **Grantees** in writing by certified mail, mail with return receipt, and/or email with a read receipt, not less than sixty (60) days prior to the date that **Grantor** intends to undertake the activity. The Notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit **Grantees** to make an informed judgment and render concurrence or a decision otherwise, as to the proposed activity's compliance with the terms of this Easement. At **Grantees'** sole discretion, **Grantees** may waive the 60-day period between Notice and commencement of activity. If necessary, **Grantor** and **Grantees** shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them (either separately or jointly) under this Paragraph.

b. **Approval.** Whenever Approval is required under this Easement, **Grantor** will notify **Grantees** in writing not less than sixty (60) days prior to the exercise of any such right. When **Grantees Approval** is required, **Grantees** shall grant or withhold its **Approval** in writing within 60

days of receipt of **Grantor's** written request therefor. In the case of withholding of **Approval**, **Grantees** shall notify **Grantor** in writing with reasonable specificity of the reasons for withholding of **Approval**, and the conditions, if any, on which **Approval** might otherwise be given. Failure of **Grantees** to respond in writing within such 60 days shall be deemed to constitute denial by **Grantees** of any such request submitted for **Approval**. A deemed denial shall be treated by all parties as procedural, rather than substantive, and **Grantor** may re-submit the request for **Approval** without prejudice.

c. **Breach**. Failure to provide **Notice** as required herein constitutes a material breach of this Easement entitling **Grantees** to such rights or remedies as may be available under Paragraph 9.

d. **Grantor's Right to Appeal for Proposed Activity, Use, or Construction**. In the event **Grantees** and **Grantor** disagree whether proposed activity, use, or construction by the **Grantor** is in violation of this Easement **Grantees** shall join in **Grantor's** request for expeditious determination initially through mediation and subsequently, if necessary, binding arbitration, in association with **Grantor's** exercise of its rights as described within Paragraph 9, herein.

## 9 **Enforcement and Remedies.**

a. **Grantees' Remedies**. If either **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is imminently threatened by proposed activity, the **Grantee(s)** shall notify the **Grantor** of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the **Grantee(s)** shall give written notice to **Grantor** of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purposes, to restore the portion of the Property so injured.

If **Grantor** fails to cure the violation within ninety (90) days after receipt of Second Notice thereof from **Grantee(s)** (or under circumstances where the violation cannot reasonably be cured within ninety (90) day period, if **Grantor** shall fail to begin curing such violation within said ninety (90) day period, or fail to continue diligently to cure such violation until finally cured), **Grantee(s)** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including but not limited to any reasonable costs of restoration paid by **Grantee(s)** necessitated by **Grantor's** violation of the terms of this Easement, and to require the restoration of the Property to the condition that existed prior to any such injury.

If either **Grantee**, in its sole but reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant actions inconsistent with the Purpose of this Easement or that pose the risk of immediate harm, **Grantee(s)** may pursue its legal and equitable remedies under this paragraph in the appropriate court of competent jurisdiction without prior notice to **Grantor** of the alleged violation.

Both **Grantees'** rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if either **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **Grantees** shall be entitled to seek the injunctive relief described in this paragraph, both prohibitive and mandatory in addition to such other relief to which **Grantee(s)** may be entitled, including specific performance of the terms of this Easement, without the

necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's(s') remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

Forbearance by Grantee(s) to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee(s) of such term or of any subsequent breach of the same or any other terms of this Easement or of any of Grantee's(s') rights under this Easement. No delay or omission by either Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. In addition, the failure to exercise uses and/or rights expressly permitted under the terms of this Easement shall not be deemed a waiver and Grantor hereby waives any defense of laches, estoppel, abandonment or prescription with regard to rights expressly permitted to Grantees under the terms of this Easement.

b. Grantor Remedies. Nothing herein contained shall be construed to preclude Grantor from initiating legal proceedings in a court of competent jurisdiction to seek legal or equitable relief, including injunctive relief and specific performance, against Grantee(s) if a Grantee has failed to comply with or violated the terms of the Easement, on the same basis and to the same extent as the Grantees' remedies as described in this Easement, to the extent allowed by law. Grantor shall be entitled to recover damages for violation of the terms of this Easement by Grantee, to the extent allowed by law.

Grantor acknowledges that determination of Navy's liability for damage to persons or property arising from its exercise of rights granted under this Easement shall be solely in accordance with the procedures and limitation of applicable law, such as the Federal Torts Claims Act (28 U.S.C. §2671). Grantor further acknowledges that the Navy is subject to the Anti-Deficiency Act (31 U.S.C. §1341 et Seq.). Accordingly, any or all terms of this Easement that establish potential future, unknown, or contingent liabilities on the part of the Navy, for the obligation or expenditure of funds, are specifically subject to the availability of appropriations for purpose of the obligations or expenditures as established in the Anti-Deficiency Act.

Forbearance by Grantor to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantees shall not be deemed or construed to be a waiver by Grantor of such term or of any subsequent breach of the same or any other terms of this Easement or of any of Grantor's rights under this Easement. No delay or omission by Grantor in the exercise of any right or remedy upon any breach by Grantees shall impair such right or remedy or be construed as a waiver. In addition, the failure to exercise uses and/or rights expressly permitted under the terms of this Easement shall not be deemed a waiver and Grantees hereby waive any defense of laches, estoppel, abandonment or prescription with regard to rights expressly permitted to Grantor under the terms of this Easement.

c. Acts beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantees to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

d. Costs of Enforcement. In any action to enforce the terms of this Easement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, to the extent allowed by law and regulations. Notwithstanding the foregoing, the Navy will not be responsible for any such costs or fees.

**10. Costs and Liabilities.**

- a. **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property
- b. Nothing contained in this Easement is intended, or should be interpreted, to require an obligation or expenditure of funds by the Navy in violation of the Anti-Deficiency Act (31 U.S.C. 1341).

**11. Noise and Other Effects of Air Operations.** Grantor does hereby fully waive, remise, and release any right or cause of action which Grantor, its successor and assigns, may have due to noise, noise vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft at, in the vicinity of, or from the Installation. Grantor represents and warrants that any lease or license of the Property will contain such waiver of claim by any lessee or licensee. Grantor specifically does not waive but retains the right to make a claim and to seek damages, to the extent allowed by law, as discussed above in "Grantor Remedies," for any aircraft accident affecting the Property or persons thereon, including physical damages, such as contamination from fuel dumping, damage from falling aircraft components, fumes, dust, fuel particles, or other effects not ensuing from normal operations. Grantor acknowledges that Navy's liability for damage to persons or property arising hereunder shall be solely in accordance with the procedures and limitation of applicable law, such as the Federal Torts Claims Act (28 U.S.C. §2671). Furthermore, this waiver is with respect to operation of aircraft at, in the vicinity of or for purposes of the Installation. If the Installation is closed, and the base is converted to private, non-military use, this waiver shall terminate. In any written lease or license agreement for the Property or any portion thereof, the real estate instrument shall refer to this Easement and specifically that it permits noise, fumes, dust, fuel particles, noise, and vibrations ensuing from the operation of aircraft at or from the Installation.

**12. Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in the Property, including a leasehold interest. Grantor further agrees to give Notice to the Grantees of any such transfer at least thirty (30) days prior to the date of transfer.

**13. Communication.** All Notices between the parties shall be in writing and shall be deemed sufficiently given or rendered only when sent by registered or certified mail, return receipt. Communication may occur by United States Postal Service certified first class mail. Other forms of communications such as hand courier, electronic mail or facsimile, shall be deemed sufficient and effective only when acknowledged in writing by Grantor or Grantees. All such correspondence and communications shall be addressed as follows:

If to Grantor:                   The Nature Conservancy  
  Attn: Legal Department  
  334 Blackwell Street, Suite 300  
  Durham, NC 27701

If to Grantees  
Beaufort County Open Land Trust  
Attn: Executive Director  
P.O. Box 75  
Beaufort, SC 29901  
info@openlandtrust.org

And  
Commanding Officer  
Attn: Community Plans and Liaison Office  
Marine Corps Air Station Beaufort  
PO Box 55001  
Beaufort, SC 29904-5001  
Email:

Department of the Navy – Real Estate Division  
NAVFACSYS COM MID-ATLANTIC  
9324 Virginia Ave.  
Norfolk, VA 23511-3095  
Attn: Real Estate Department  
Email: Joseph.M.Howren.civ@us.navy.mil

Or to such other address as either party may designate by written notice to the other

In the event any such correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this paragraph and is returned to the sender as undeliverable, then such correspondence shall be deemed to have been delivered or received on the third day following the deposit of such correspondence in the United States Mail or the delivery of such correspondence to the overnight delivery service. Grantor shall promptly notify Grantees of (i) any changes of Grantor's address or other changes in Grantor's contact information, and (ii) the name, address, and contact information of any transferee of the Property if Grantor conveys the Property. Any communications or correspondence by Grantees to or with Grantor sent to the last address provided by Grantor shall be deemed sufficient to provide notice to Grantor.

14. Extinguishment, Condemnation, and Fair Market Value. If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. As required by §1.170A-14(g)(6)(ii) of the Treasury Regulations, in the event of any extinguishment or termination of this Easement, any sale, exchange, or involuntary conversion of the Property entitles Grantees to a percentage of the gross sale proceeds equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Property established as of the date donated.

If all or a part of the Property is taken by exercise of the power of eminent domain, Grantor and Grantees shall be respectively entitled to compensation in accordance with applicable law and as provided in this paragraph. Grantor and Grantees shall divide the net proceeds after the payment of all expenses of the condemnation in accordance to the ratio of the appraised value of this Easement to the fair market value of the Property unrestricted by the Easement established as of the date donated.

Commented [JH2]: Navy interested in language that is more easily deciphered here

Commented [KPS2R2]: The required FLP deed language has a clause like this already, in it. We need to make sure they do not compete.

For the purpose of the above Paragraphs, the parties hereto stipulate that the value of this Easement and the value of the restricted fee interest in the Property each represent a percentage interest in the fair market value of the Property. The percentage interests shall be determined by the ratio of the value of this Easement to the value of the Property, as of the date donated, without reduction for the value of this Easement. This provision is not intended to violate the provision required by Internal Revenue Code §170(h)(2)(C) that requires this Easement to be granted in perpetuity.

**15. Limitations on Amendment.** If unforeseen circumstances arise, including any change or modification to state or federal laws or regulations especially as they relate to the Code, under which an amendment to, or modification of, this Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Values, Grantor and Grantees may, by mutual written agreement, jointly amend this Easement, provided that no amendment shall be allowed that will adversely affect the eligibility of this Easement as a "qualified conservation easement" or "qualified conservation contribution" under any applicable laws, including 10 U.S.C. §2684a and/or §§170(h) and 2031(c) of the Code. No amendment shall be allowed which would adversely affect the "tax exempt" status of BCOLT under any applicable laws, including §501(c)(3) of the Internal Revenue Code and Treasury Regulations promulgated thereunder. Any such amendment shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements that would interfere with the essential scenic quality of the land (if applicable) or with any governmental conservation policy that is being furthered by this Easement donation (if applicable) and as stated in §1.170A-14(d)(4)(v) of the Treasury Regulations, and shall not permit any impairment of the Conservation Values. Grantor and Grantees agree to reasonable consideration of any such proposed amendment, however, neither Grantor nor Grantees shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Jasper County, South Carolina.

**16. Assignment.** The benefits of this Easement shall not be assignable by the Grantees, except if as a condition of any assignment, (i) Grantee(s) requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect the Purpose and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly. In the event that Grantee(s) ceases to exist or exists but no longer as a tax-exempt, nonprofit corporation, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Internal Revenue Code, then this Easement shall be assigned to a tax-exempt, nonprofit organization, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Internal Revenue Code, which has a mission of protecting open lands or natural resources in the South Carolina Lowcountry.

**17. No Extinguishment Through Merger.** Grantor and Grantees herein agree that should Grantee(s) come to own all or a portion of the fee interest in the Property, (i) Grantee(s) as successor in title to Grantor shall observe and be bound by the obligations of Grantor and the restrictions imposed upon the Property by this Easement, (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement, and (iii) Grantee(s) as promptly as practicable shall assign the Grantee(s) interests in this Easement of record to another holder in conformity with the requirements of this Easement. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Easement and shall contain language necessary to continue it in force. Further, no deed, transfer, or assignment shall be effective if it will result in merger, until a like conservation easement has been granted to avoid merger.

Commented [LL3]: Not sure of the purpose of this last sentence

18. **Recordation**. Grantees shall record this instrument in timely fashion in the Register of Deeds Office for Jasper County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement

19. **Effective Date**. Grantor and Grantees intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the Register of Deeds Office for Jasper County, South Carolina

20. **Controlling Law**. The interpretation and performance of this Easement shall be governed and construed in accordance with applicable federal law, as pertains to the Navy and the laws of South Carolina, as appropriate, provided however, in the event there is a conflict between applicable laws, federal law shall control without regard to conflicts of law principles

21. **Liberal Construction**. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to uphold the Purpose. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid should be favored over any interpretation that would render it invalid

22. **Severability**. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby

23. **Representation of Authority**. Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents

24. **Entire Agreement**. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Section, Subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

IN WITNESS WHEREOF, Grantor and Grantees have caused this instrument to be effective the day and year first written above



**WITNESSES**

\_\_\_\_\_

\_\_\_\_\_

**GRANTOR:**

The Nature Conservancy

By \_\_\_\_\_  
Dale Threatt-Taylor  
Its Executive Director

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON    )

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid do hereby certify that \_\_\_\_\_ personally appeared before me this date and acknowledged that he/she is \_\_\_\_\_ of The Nature Conservancy, and that he/she duly executed this instrument in the corporation's name as its \_\_\_\_\_.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public for State of South Carolina  
My commission expires \_\_\_\_\_

(Notary Seal)

CO-GRANTEE

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**BEAUFORT COUNTY OPEN LAND TRUST**

By \_\_\_\_\_

Kristin Williams  
Its Executive Director

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT        )

ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid do hereby certify that \_\_\_\_\_ personally appeared before me this date and acknowledged that he/she is \_\_\_\_\_ of Beaufort County Open Land Trust, a South Carolina non-profit corporation, and that he/she duly executed this instrument in the corporation's name as its \_\_\_\_\_

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public for State of South Carolina  
My commission expires: \_\_\_\_\_

(Notary Seal)



**EXHIBIT A**  
*Property Description*

**EXHIBIT B**  
*Baseline Documentation Report*

**EXHIBIT C**  
*Burn Procedures*

Any burning adjacent to woods, brush, or grassland is subject to all provisions within Title 48, Chapter 35, of the 1976 Code of Laws as amended ("Notification/ Precautions Law"), requiring notification to the Forestry Commission. Burns must also comply with all other applicable regulations.

If conflict exists between the procedures set forth in this Exhibit and State Law regarding procedures for burning, then State Law governs.

**Contacts:**

As of the Effective Date of the easement.

- Jasper County's Burn notification can be reached at 1-800-986-5405
- Fire Department can be reached at 843-726-7607
- OPS at Marine Corps Air Station Beaufort can be reached at 843-228-7119/8020

**Procedures:**

1. A burn number must be requested from the SC Forestry Commission.

Using information from the smoke management forecast and the Guidelines, it is the fire manager's responsibility to calculate available fuel tonnage and/or acreage that may be burned under forecasted conditions before notifying the SC Forestry Commission.

Notifications will be accepted only on the day of the burn.

2. On the day of the burn the fire manager should report the following information to the Forestry Commission Dispatch Center:

- Time of burn (planned)
- County and location (latitude and longitude if possible)
- Type of burn
- Tonnage and/or acreage to be burned
- Identity of and distance to nearest downwind smoke sensitive area Person in charge of burn and how he/she can be contacted

If the tonnage for a single burn causes the tonnage for a given 16,000 acres (25 square miles) to exceed permissible limits, the Forestry Commission will advise the fire manager that the plan should be altered (either by delaying the burn, or by reducing the acreage to be burned). Burning is allowed up to the tonnage acceptable under the Guidelines. If a prescribed fire manager decides not to complete a burn or reduces the number of acres to be burned, he/she should then advise the Dispatch Center. This may make it possible for someone else in the vicinity to ignite additional fuels that day.

3. Once the burn number has been issued by the S.C. Forestry Commission, and prior to burn ignition, notice must be provided to OPS at Marine Corps Air Station Beaufort and the local Fire Department.

The above process must be repeated each a burn is conducted.

No burning shall be carried out during any period which the Governor has declared that an emergency exists in connection with forest fires.

The table on the right side of the page is almost entirely illegible due to extreme fading. It appears to be a multi-column table with approximately 10-12 columns and 20-25 rows. The text within the cells is too light to read, but the general structure of a data table is discernible.



AGENDA  
ITEM #8E

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2026-35**

**RESOLUTION OF JASPER COUNTY COUNCIL TO  
AUTHORIZE THE COUNTY ADMINISTRATOR TO  
EXECUTE ANNUAL CONTRACTS GREATER THAN \$25,000  
INCLUDED IN THE FISCAL YEAR 2027 BUDGET, AND  
MATTERS RELATED THERETO**

**WHEREAS**, Section 2-404 (2) authorizes only the County Council to enter into contracts in excess of \$25,000 and all contracts for special services; and

**WHEREAS**, Jasper County has the following annual contracts greater than \$25,000 and included in the 2027 fiscal year budget, and

<b>Provider</b>	<b>Dept.</b>	<b>Description</b>	<b>Contract Term</b>	<b>Budget Amount</b>	<b>Account</b>
Motorola Solutions	Emergency Telecommunications (48)	Annual Dispatch Radio Service Agreement	July 1, 2026 – June 30, 2027	\$ 53,000	01-048-2400
PubliQ	Data Processing (52)	Computer Services Agreement for Tax Processing and Software Maintenance	July 1, 2026 – June 30, 2027	\$ 360,000	010-052-2510
Thompson, Price, Scott, Adams & Co., P.A.	Interdepartmental (62)	Annual Financial Audit	July 1, 2026 – June 30, 2027	\$ 67,500	010-062-2800

**NOW THEREFORE, BE IT RESOLVED** by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby authorizes the County Administrator to execute the contracts referenced in this resolution.

**SIGNATURES FOLLOW**

This Resolution No. R- 2026-35 was made on this 15th day of June 2026.

\_\_\_\_\_  
**W. J. Rowell, III, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Wanda H. Giles  
Clerk to Council**

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**Acting County Attorney**

\_\_\_\_\_  
**Date**



# SERVICE AGREEMENT

500 W Monroe St  
Chicago, IL 60661  
(800) 247-2346

Contract Number: USC000003140  
Contract Modifier: R02-MAR-26 05:37:24

Date: 14-APR-2026

Company Name: Jasper County South Carolina  
Attn.: Russell Wells  
Billing Address: Jasper County S Carolina 1509 Grays Hwy, Po Box 1509  
City, State, Zip Code: Ridgeland, SC 29936  
Customer Contact: Russell Wells  
Phone: (843) 726-7607

P.O.#: N/A  
Customer #: 1036089185  
Bill to Tag#: 0013  
Contract Start Date: 01-JUL-2026  
Contract End Date: 30-JUN-2027  
Payment Cycle: ANNUALLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$2,946.18	\$35,354.17
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$0.00	\$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$1,342.76	\$16,113.16
<b>Sub Total</b>			<b>\$4,288.94</b>	<b>\$51,467.33</b>
<b>Taxes</b>			<b>\$120.85</b>	<b>\$1,450.18</b>
<b>Grand Total</b>			<b>\$4,409.79</b>	<b>\$52,917.51</b>
<b>SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS</b>			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

---

I have received Applicable Statements of Work which describe the Services provided on this Agreement. Motorola's Terms and Conditions are attached hereto and incorporated herein by reference. By signing below, Customer acknowledges these terms and conditions govern all Services under this Agreement.

---

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

---

CUSTOMER (PRINT NAME)

*Alicia Culley*

*CSM*

4.15.2026

---

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

ALICIA CULLEY

803-260-7177

---

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Jasper County South Carolina  
Contract Number : USC000003140  
Contract Modifier : R02-MAR-26 05:37:24  
Contract Start Date : 01-JUL-2026  
Contract End Date : 30-JUN-2027

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement or applicable Statement of Work.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3 This Agreement pricing provided does not take into account prevailing wage requirements. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a

written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations

required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. SOFTWARE, SUA, VIDEO AND SUBSCRIPTION SERVICES**

All software, SUA, video, and subscription services provided by Motorola are governed by the Motorola Solutions Customer Agreement available at:

[https://www.motorolasolutions.com/en\\_us/about/legal/communications\\_terms.html](https://www.motorolasolutions.com/en_us/about/legal/communications_terms.html).

#### **Section 18. GENERAL TERMS**

18.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

18.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the state in which the Services are performed.

18.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

18.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

18.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

18.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

18.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

18.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

18.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic

signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document



**JASPER COUNTY 2026-2027  
COUNTY ADMINISTRATION BUILDING  
358 3RD AVENUE  
RIDGELAND, SC 29936**

**COMPUTER SERVICES AGREEMENT FOR TAX PROCESSING AND SOFTWARE  
MAINTENANCE FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027**

**This Computer Services Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between PUBLIQ, LLC ("PUBLIQ") and JASPER COUNTY 2026-2027.**

**By: Perry Burnett, Sales Representative  
PUBLIQ, LLC  
PUBLIQ Software  
March 04, 2026**



**There are many changes being discussed for 2026-2027 concerning property taxes in South Carolina. We at PUBLIQ try to keep up and stay ahead of these changes for our local government customers. We cannot anticipate the massive changes that may occur with the General Assembly this tax year. We will, however, work with your county to make any and all changes in the tax structure as smooth as possible.**

**This contract is based on processing taxes the same way that 2025 taxes were processed. If major changes are required in the tax system, we will calculate a cost to accomplish these changes and submit a contract to you for this cost for you to approve. As always, we will try to keep any cost for new legislative changes as low as we possibly can.**

**Note: The postage rates listed in this agreement are based on the current US postage rate and are subject to change based on US Postal Service. No postage discount are given to printing batches of less than 500, current postage rates apply. Freight charges are not included in the above figures, but will be applied when necessary. Certified Postage is not included in this agreement as line item as instructed by the county.**

**This is a courtesy notification of your upcoming PUBLIQ Software contract renewal software and services and is intended solely for the purpose of providing estimates for budgetary purposes. The pricing outlined herein is subject to modification.**



**1. Auditor Services and Software Management**

**Real and Personal Tax Services**

Print Fall Real/Personal Tax Reports		\$1,000.00
Print Real and Personal Tax Notices	34,000 @ .1620	\$5,508.00
Create PDF of Auditor Fall Digest		\$624.00
Process Real and Personal Taxes	34,000 @ 1.430	\$48,620.00
Process Real/Personal Tax Closeout Reports		<u>\$1,000.00</u>
	Total	\$56,752.00

**Auditor Fall Tax Roll Reports**

County and City Original Fall Abstracts

**Auditor Tax Closeout Reports**

County and City Original Closeout Abstracts

**Vehicle Tax Services**

Process Vehicle Taxes	38,000 @ .5930	\$22,534.00
Print Vehicle Tax Notices	38,000 @ .1620	\$6,156.00
Process Tag Renewed Data	12 @ 122.9	\$1,475.88
Process Vehicle Valuing	38,000 @ .1460	\$5,548.00
Vehicle Valuing Guide Book		\$70.00
Vehicle Valuing Guide - PDF		<u>\$35.00</u>
	Total	\$35,818.88

**Watercraft Tax Services**

Print Watercraft Tax Notices	2,100 @ .1620	\$340.20
Process Watercraft Taxes	2,100 @ 1.430	\$3,003.00
Print Watercraft list	2,100 @ .0520	\$109.20
Process Monthly Wildlife Data	12 @ 55.64	<u>\$667.68</u>
	Total	\$4,120.08

**Postage**

Postage for Watercraft	2,100 @ .7400	\$1,554.00
Postage for Fall Real Estate	34,000 @ .6500	<u>\$22,100.00</u>
	Total	\$23,654.00

**Software Management**

Auditor Taxes (TA)	\$17,066.18
Auditor Homestead Applications (TN)	\$1,428.79
Auditor First Time Issue (UF)	\$4,047.17
Auditor Watercraft	\$3,908.42
Remote Backup Services	\$2,520.00
Auditor Vehicle Valuing/High Mileage Discount (TJ)	\$2,973.81
Auditor Imaging Interface (UN)	<u>\$1,857.48</u>
Total	\$33,801.85

Auditor Services and Software Management Total \$154,146.81



**2. Treasurer Services and Software Management**

**Real and Personal Tax Services**

Create PDF of Unpaid Abstract		\$150.00
Create PDF of Treasurer Year End Digest		<u>\$624.00</u>
	Total	\$774.00

**Vehicle Tax Services**

CIDR Processing	38,000 @ .3700	\$14,060.00
PDF of Monthly Vehicle Digest	12 @ 156.0	<u>\$1,872.00</u>
	Total	\$15,932.00

**Postage**

Postage for Vehicles	38,000 @ .6800	<u>\$25,840.00</u>
	Total	\$25,840.00

**Software Management**

Treasurer Tax Inquiry Export (UB)		\$954.54
Treasurer Taxes (TT)		\$14,942.29
Treasurer Installment Payments		\$1,297.92
Treasurer Refund System (TY)		\$1,333.32
Treasurer Imaging Interface		\$1,857.48
Treasurer Lock Box (UL)		<u>\$462.92</u>
	Total	\$20,848.47

Treasurer Services and Software Management Total \$63,394.47



**3. Tax Collector Services and Software Management**

**Services**

Create PDF of Execution Notices		\$114.62
Create PDF of Execution Warrants		\$114.62
Print Certified Mailers	5,000 @ .6060	\$3,030.00
Print Notice of Executions	6,000 @ .2220	\$1,332.00
Produce/Program/Verify Execution File	6,000 @ .4780	\$2,868.00
Print Certified Postmark/Filecopy	5,000 @ .0810	\$405.00
Create PDF of Certified Notices		\$114.62
Produce/Program/Verify Certified File	5,000 @ .4780	\$2,390.00
Create PDF of Execution Digest		<u>\$150.00</u>
	Total	\$10,518.85

**Postage**

Postage for Execution Notices	6,000 @ .6800	\$4,080.00
Postage for Certified	5,000 @ 18.84	<u>\$94,200.00</u>
	Total	\$98,280.00

**Software Management**

Tax Collector Software (TD)		\$4,611.18
Delinquent Advertising (TW)		\$1,720.04
Delinquent Imaging Interface (UP)		<u>\$1,857.48</u>
	Total	\$8,188.70

Tax Collector Services and Software Management Total \$116,987.55



**4. Assessor Services and Software Management**

**Services**

Print Assessor Alpha List - Duplex - 1 Copy		\$489.30
Binder- Burgundy Report Binder 14 7/8 x 11 Soft Cover	6 @ 15.00	\$90.00
Convert Assessor Data for Taxes		\$1,584.44
Binders Sales Tax		\$7.20
Print Assessor Numeric List - Duplex - 1 Copy		<u>\$489.30</u>
	Total	\$2,660.24

**Software Management**

Assessor CAMA Software		<u>\$21,529.50</u>
	Total	\$21,529.50

Assessor Services and Software Management Total \$24,189.74



**5. Summary of Charge by Category**

1. Real and Personal Tax Services	\$70,705.09
2. Vehicle Tax Services	\$51,750.88
3. Watercraft Tax Services	\$ 4,120.08
3. Postage	\$147,774.00
4. Software Management	<u>\$84,368.52</u>
Grand Total	\$358,718.57

**Summary of Charge by Department**

1. Auditor Services and Software Management	\$154,146.81
2. Treasurer Services and Software Management	\$63,394.47
3. Tax Collector Services and Software Management	\$116,987.55
4. Assessor Services and Software Management	<u>\$24,189.74</u>
Grand Total	\$358,718.57

**6. Governing Law and Jurisdiction**

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

**7. No Third-Party Beneficiary**

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**8. Express Warranties, Disclaimers and Damage Limits**

- (a) Limited Express Warranty. PUBLIQ warrants that it will perform the computer services described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.
- (b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (c) Right to Damages Limited. Under no circumstances will PUBLIQ be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.



**9. Complete Agreement**

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

**10. Terms**

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

**11. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. The counterparts to this Agreement may be executed and delivered by facsimile or other electronic means by any one of the parties to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, this Agreement is executed by duly authorized representatives as of the dates set forth below.

PUBLIQ, LLC

JASPER COUNTY 2026-2027

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



*Thompson, Price, Scott, Adams & Co, P.A.*

P.O. Box 398

1626 S Madison Street

Whiteville, NC 28472

Telephone (910) 642-2109

Fax (910) 642-5958

Alan W. Thompson, CPA

R. Bryon Scott, CPA

Gregory S. Adams, CPA

April 24, 2026

Jasper County  
PO Box 1149  
358 Third Ave  
Ridgeland, SC 29936

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide Jasper County for the year ended June 30, 2026.

#### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Jasper County as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Jasper County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards County Council who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Jasper County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Schedule of Revenues, Expenditures, & Changes in Fund Balance – Budget and Actual – General Fund
3. Schedule of the County's Proportionate Share of the Net Pension Liability and County Contributions – South Carolina Retirement System (SCRS)
4. Schedule of the County's Proportionate Share of the Net Pension Liability and County Contributions – Police Officers Retirement System (PORS)
5. Schedule of Changes in the County's Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies Jasper County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole:

**Members**

American Institute of CPAs - N.C. Association of CPAs – AICPA's Private Companies Practice Section

1. Schedule of Expenditures of Federal Awards.
2. Combining and Individual Fund Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory and Statistical Schedules (prepared for Annual Comprehensive Financial Report presentation)

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually, or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on-

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that

come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures-Internal Controls**

We will obtain an understanding of the entity and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Jasper County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. Accordingly, we will express no such opinion. However, the objective of

those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Jasper County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Jasper County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of the schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including

noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by July 1, 2026.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

#### **Other Services**

We will also assist in consolidating the financial statements that you prepare, to include the financial statements, schedule of expenditures of federal awards, and related notes of Jasper County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We do not consider these as nonaudit services that would constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Kimberly

Burgess), who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' report or nine months after the end of the audit period.

We will provide copies of our reports to the Council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit by approximately June 15, 2026, and to issue our reports no later than December 31, 2026, provided that the County provides us with a final adjusted trial balance and a complete draft of the statements by November 1, 2026. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed \$67,500. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the County. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until

your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If additional programs are required to be tested that have not been identified as major programs for testing in previous years, additional fees may be charged at standard hourly rates. The quote provided includes one major program. If additional programs are required to be tested, we will charge \$2,500 for each additional major program. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we believe our contract as it is will be sufficient to cover but we do want to reserve the right to discuss this issue.

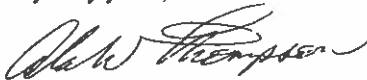
## Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Council and management of Jasper County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Jasper County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Alan W. Thompson, CPA  
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of Jasper County.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CC: County Council

AGENDA

ITEM #8F

**JASPER COUNTY, SOUTH CAROLINA  
RESOLUTION NUMBER R-2026-26**

**A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA,  
APPROVING THE ESTABLISHMENT OF A ROLLOVER BANK  
ACCOUNT FOR UNENCUMBERED TITLE IV-D CHILD SUPPORT FUNDS  
KNOWN AS UNIT COST REIMBURSEMENT FUNDS**

**WHEREAS**, Jasper County, South Carolina (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”), is organized and governed according to and pursuant to the Constitution and general laws of the State, and has as its governing body the Jasper County Council (the “**County Council**”); and,

**WHEREAS**, the County receives federal funds through Title IV-D of the Social Security Act for the reimbursement of child support costs and expenses (“**Title IV-D Funds**”); and

**WHEREAS**, Title IV-D Funds are disbursed and managed pursuant to South Carolina Code 43-5-10 et seq. and South Carolina Code 63-17-10 et seq.; and

**WHEREAS**, the Title IV-D Funds are disbursed to the Clerk of Court for Jasper County and are placed in a special account and may not be used to replace operating funds of the County budget; and

**WHEREAS**, pursuant to South Carolina Code 43-5-235, Title IV-D Funds not encumbered for child support services revert to the County general fund at the end of the fiscal year in which they are earned; and

**WHEREAS**, the County desires to establish the Clerk of Court Roll Over Account for the rollover of prior fiscal year Title IV-D Funds from the County general fund.

**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 establishment of a rollover bank account to manage Title IV-D Funds that are unencumbered at the end of the fiscal year and revert to the general fund.
3. 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.

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

**RESOLVED** this 15th day of June 2026, in a 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-2026-26  
Adopted: June 15,  
2026

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

\_\_\_\_\_  
Burr & Forman LLP  
Walter J. Nester, III, Partner

\_\_\_\_\_  
Date

**From:** [Swick, James H](#)  
**To:** [Courtney Thames](#); [Gidron, Tamela](#)  
**Cc:** [Robert K Horton](#)  
**Subject:** RE: [EXTERNAL] Clarification on Transfer of Unit Cost Funds to General Fund  
**Date:** Wednesday, April 22, 2026 10:17:05 PM  
**Attachments:** [image001.png](#)

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Good evening,

Thanks for reaching out. Once the State Fiscal Year ends on June 30, any unit cost funds are to roll over to the county General Fund. At that point, there are no restrictions/regulations on how the funds can be utilized. The county could use the funds to build a park, pave a road or anything of that nature. If the county would like to move the funds to an account for the Clerk's use, that is certainly allowable and there would not be any restrictions on the use of those funds (aside from whatever regulations or restrictions the county imposes or requires).

James H. Swick, Esq.  
Assistant Director, Policy and Training  
South Carolina Department of Social Services  
Child Support Services Division  
PO Box 1469  
3150 Harden Street  
Columbia, South Carolina 29202-1469  
Office Phone: 803-898-9169  
Email: [James.Swick@dss.sc.gov](mailto:James.Swick@dss.sc.gov)

**IMPORTANT:** Please DO NOT use this e-mail address to report child or adult abuse or neglect. The statewide, 24/7 abuse/neglect hotline number for reporting is 1-888-CARE-4-US (1-888-227-3487). Non-emergency reports of abuse or neglect can be made via the SCDSS webpage at [www.dss.sc.gov](http://www.dss.sc.gov). For emergencies, please contact 911 or your local law enforcement office.

**CONFIDENTIALITY NOTICE:** This message and any attachments may contain information that is protected from disclosure by federal and/or state law, or is otherwise privileged or confidential. This communication is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient or the employee or agent responsible for delivering this message to the recipient, you are hereby notified that any dissemination, distribution, or copying of this message is strictly prohibited and violations of applicable federal and/or state law may subject you to civil and/or criminal penalties. If you have received this message in error, please notify the sender immediately by reply e-mail and delete this message and any attachments.

**From:** Courtney Thames <cthames@jaspercountysc.gov>  
**Sent:** Wednesday, April 22, 2026 4:35 PM  
**To:** Gidron, Tamela <Tamela.Gidron@dss.sc.gov>; Swick, James H <James.Swick@dss.sc.gov>  
**Cc:** Robert K Horton <rkhorton@jaspercountysc.gov>  
**Subject:** [EXTERNAL] Clarification on Transfer of Unit Cost Funds to General Fund

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

I am seeking some clarification on the rollover of unused Unit Cost funds to the county general fund at fiscal year-end. As I interpret it, once these funds are moved out of the UCR bank account at year-end, there is no provisions as to what they can be used for. We would like to move the previous years' funds to the general fund and then back to a fund specific to Clerk of Court expenses and projects.

Would this be an acceptable method of use? According to SC State Law 45-5-235, once the year is up, the funds should be moved to the general fund and can be used for any county need.

Just wanted some clarification before we present this to our Council.

Thank you,



*Courtney Thames*  
*Financial Administrator*  
*Jasper County Clerk of Court*  
*P.O. Box 248*  
*Ridgeland, SC 29936*

*Location: 265 Russell Street*  
*Telephone Number: 843-547-8194*  
*Email: [cthames@jaspercountysc.gov](mailto:cthames@jaspercountysc.gov)*

**DSS** SOUTH CAROLINA  
DEPARTMENT of SOCIAL SERVICES



HENRY McMASTER, GOVERNOR  
TONY CATONE, STATE DIRECTOR

DATE: April 28, 2026  
TO: South Carolina Clerks of Court  
FROM: Child Support Services Division, SCDSS  
RE: Title IV-D Cost Reimbursement and Incentive Funding

As always, the Child Support Services Division (CSSD) appreciates all of your contributions to South Carolina's child support program. We often receive questions and inquiries regarding the funding available to the Clerks of Court through their participation in the Title IV-D Child Support program. In addition to the information below, please find attached the relevant federal regulations, State laws and South Carolina Attorney General opinions.

There are two distinctly different funds that Clerks of Court receive through SCDSS related to child support: (1) Cost Reimbursement; and, (2) Incentive Funds. These funds should not be commingled. There should always be a separate account, ledger or other approved accounting practice which allows for a monthly reconciliation of receipts, expenditures and balances.

The first, commonly referred to as "unit cost reimbursement", or "cost reimbursement", is based upon South Carolina having an approved "IV-D State Plan" for child support activities. This allows South Carolina to receive Federal Financial Participation. As Clerks of Court provide critical essential services to South Carolina's child support program, and enter into cooperative agreements with SCDSS, Clerks of Court are eligible to receive reimbursement for the federal portion of their IV-D child support related costs and expenses. For example, the Child Support Services Division is reimbursed by the federal government for 66% of its approved IV-D costs and expenses.

The second, commonly referred to as "IV-D Incentive Funds", or "Incentive Funds", is a source of funding for which all states and territories compete to earn their share based upon 5 Federal Performance Measures (paternity establishment, obligation rate, current collections, arrears collections and cost-effectiveness). The Child Support Services Division shares a portion of South Carolina's Incentive Funds with the Clerks of Court.

#### Cost Reimbursement

Clerks of Court are currently reimbursed for their IV-D child support costs and expenses based upon the number of "units" (postings/collections to a case). Units are calculated on a statewide rate which is subject to federal approval every year. Clerks of Court are reimbursed 66% of the

number of "units" in their county. Cost reimbursement will be transitioning to a more streamlined calculation method in the very near future (upon receipt of federal approval) to eliminate the use of "units" and utilize a simple calculation of 66% of approved IV-D child support expenses. Cost reimbursement requires that Clerks of Court prepare and submit several reports and filings, as well as determine a methodology for the allocation of staff and expenses for child support related activities.

1. Reporting:

- a. Monthly 1164 (Purchase of Service Reimbursement Request): 1164s are generated in PACSS to determine the number of "units" for a given month. This report will be eliminated once cost reimbursement has transitioned away from "units".
  - b. Personnel Activity Report (PAR): PARs set the basis for the percentage of an individual's time devoted to child support activities (IV-D and non-IV-D). Two weeks from two separate months that are representative of an individual's job duties/responsibilities. If an individual is not involved with any child support activities, they do not need to complete a PAR. PARs are used for quality assurance when Annual Cost Reimbursement Reports are submitted. An individual's percentage of time spent on child support that is reported on the Annual Cost Reimbursement Report should be supported by their PAR. CSSD will convert the amount of time spent on child support to the amount of time spent on IV-D child support by using the statewide percentage of IV-D child support cases compared to the total number of child support cases (all child support cases in PACSS). While the contract specifies June and December as the two months for staff to complete a PAR, Clerks of Court can complete PARs in other months if they are more representative of the amount of time staff devote to child support activities.
  - c. Annual Cost Reimbursement Report: Clerks of Court should include all expenses for child support activities. Such costs include utilities, copy and printing expenses, postage, internet, security systems, etc. Clerks should develop a methodology for determining the allocation of these expenses. For example, a utility bill may cover the entire courthouse. The percentage attributed to child support activities could be based on the square footage of the building used for child support or by using PARs in a "headcount" to determine the percentage (child support FTE/total FTE). CSSD will convert the total expenses spent on child support to the amount of time spent on IV-D child support by using the statewide percentage of IV-D child support cases.
2. Allocation/methodology of Costs and Expenses: Only those expenses directly attributable to child support activities can be reimbursed. For salary/fringe, PARs establish the percentage of an individual's involvement in child support activities. Other costs, such as utilities, supplies, etc., need to be determined according to an allocation/methodology

designed by a Clerk of Court. Examples include using the square footage of a courthouse, "headcount"/percentage of FTEs, or other reasonable accounting method.

3. Payments: Funds are payable to the County Treasurer; however, based upon South Carolina law, a Clerk of Court has control over these funds for one (1) year. After one (1) year, any funds not spent or encumbered by a Clerk should be moved to the County General Fund.
4. Use of Cost Reimbursement Funds by a Clerk of Court (during the 1-year period while in control of the Clerk of Court and prior to any transfer to the County General Fund): Cost Reimbursement must be spent on enhancements to the child support program. These funds are intended to supplement and not replace or supplant the current budget. Additionally, they may only be used to cover the portion of the expense attributable to child support activities and enhancements. For expenditures that are not wholly related to child support activities, the Clerk of Court must use an appropriate allocation methodology to determine what portion of the expenditure can be paid for using Cost Reimbursement.
  - a. Expenditures must comply with county policies and procedures related to human resources and procurement. For example, if a county's procurement policies require obtaining three (3) quotes before expending funds for a purchase, the Clerk must comply.
  - b. Funds may be used for staff bonuses; however, they can only cover the portion of the bonus attributable to the individual's percentage of time spent on child support. The county will need to fund the uncovered portion. For example, a \$1,000 bonus for an individual spending 60% of their time in child support will require the county to contribute \$400 and \$600 may be spent from Cost Reimbursement Funds. In this situation, no bonus can be given if the county cannot contribute \$400. Additionally, any bonus would be subject to the county's HR and other policies. PARs are important because they provide a Clerk of Court with justification for determining the percentage of the bonus that can be paid using Cost Reimbursement Funds.
  - c. Funds can be used for additional staff not budgeted by the county or for temporary or part-time staff to complete projects that enhance the child support program. Again, only the portion of time devoted to child support can be paid using these funds and the county would be required to cover the remaining portion. Any staff paid using Cost Reimbursement Funds should not be reported in the Annual Cost Report.

#### Incentive Funds

Clerks of Court receive a share of the Title IV-D Incentive Funds that South Carolina receives from the federal government. The sole purpose of these funds is to enhance child support activities in the State of South Carolina.

1. Calculation of Amount received by Clerks of Court: The Clerks' portion of Incentive Funds is determined, in part, by a county's performance on 5 Federal Performance Measures (paternity establishment, obligation rate, current collection, arrears collection and cost effectiveness). \$1,000,000 is shared between the 46 county Clerks based upon their ranking according to the 5 Federal Performance Measures. Additionally, 25% of any Incentive Funds above the 2013 Incentive "baseline" is shared equally among the Clerks without any consideration for performance.
2. Payments: Funds are payable to the County Treasurer; however, unlike Cost Reimbursement Funds, Incentive Funds *never* leave the control of a Clerk of Court. Incentive Funds *never* rollover to the County General Fund. These funds are intended to supplement and not replace or supplant the current budget. Additionally, these funds can only be used to cover the portion of an expense attributable to child support activities and enhancements.
3. Reporting: Any expenditure of Incentive Funds should be reported to CSSD on a quarterly basis. Additionally, the best practice is to report that no Incentive Funds have been spent in that quarter. When expending Incentive Funds for a project that is not entirely attributable to child support activities and an allocation methodology must be used, best practices should include maintaining records of the allocation methodology as well as the justification and/or rationale for how the activity or project will enhance the child support program.
4. Approval of Expenditures: With the exception of capital expenditure greater than \$5,000, no approval is required for use of Incentive Funds; however, you are always welcome to contact CSSD to discuss your plans, justification and allocation methodology (if applicable).
5. Pre-Approval of Capital Expenditures: If a capital expenditure or purchase of more than \$5,000 is being contemplated, Clerks should submit a Pre-Approval Form before contracting or otherwise committing Incentive Funds for the project.

Please feel free to contact us if you have any questions related to Cost Reimbursement or Incentive Funds. You can reach Jim Swick at [James.Swick@dss.sc.gov](mailto:James.Swick@dss.sc.gov) with any questions regarding IV-D contracts/cooperative agreements. If you have questions specifically related to Unit Cost/Incentive Annual Expense Reports or Personnel Activity Reports, please contact Joyce Brown at [Joyce.Brown@dss.sc.gov](mailto:Joyce.Brown@dss.sc.gov) or Tamela Gidron at [Tamela.Gidron@dss.sc.gov](mailto:Tamela.Gidron@dss.sc.gov).

# Title IV-D Funds

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Jasper County Clerk of  
Court




# Two Types of Title IV-D Funding

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UNIT COST  
REIMBURSEMENT  
FUNDS

INCENTIVE  
FUNDS

## Unit Cost Reimbursement Funds

- **Cost Recovery Program**
  - **Reimbursement amount is based upon the number of units.**
    - **Units = Postings/Collections to a Child Support Case**
    - **Units are calculated based on a statewide rate.**
  - **Clerks are reimbursed 66% of the number of “units” in their county, multiplied by the statewide unit cost rate.**
  - **Only expenses related directly to child support activities can be reimbursed.**
- 

# Examples of Eligible Costs

- **Employee salaries and benefits**
- **Office space and renovations**
- **Equipment and technology**
- **Supplies and operational expenses**
- **Family Court related administrative costs**

# Important Information on Unit Cost Funds

The Clerk of Court has control over Unit Cost funds for one year

During that one-year period, the funds can ONLY be used on eligible Family Court expenses

After one year, any funds not spent or encumbered by the Clerk of Court should be moved to the County General Fund

Unit Cost funds no longer have spending restrictions once rolled over to the County General Fund

After rolling the unspent funds into the County General Fund, the funds will be transferred into the new "Clerk of Court Rollover Account". The funds could be then used for broader county operational needs.

# Major Financial Benefit

Any qualifying Family Court expenses purchased with funds in the Unit Cost Rollover account can still be reported on the Annual Unit Cost, which determines the amount of Unit Cost Funds to be allocated the following year.

This creates an opportunity for the county to maximize reimbursements on future approved projects and purchases.



## Incentive Funds

- **Additional money distributed to the Clerk of Court by DSS**
  - **Calculated based on child support enforcement performance and results**
    - Collecting child support payments
    - Establishing paternity
    - Locating non-custodial parents
    - Enforcing court ordered support
    - Processing cases efficiently
  - **Received monthly**
- 

**Incentive  
Funds  
Benefits to  
Jasper County**

**Provides additional  
revenue beyond Unit Cost  
Reimbursements**

**Can help improve staffing,  
technology, and court  
operations**

## Overall Goal of Title IV-D Funding

<b>Improve</b>	Improve child support enforcement services
<b>Strengthen</b>	Strengthen Family Court operations
<b>Reduce</b>	Reduce financial burden on local government
<b>Return</b>	Return federal funds back into county operations
<b>Maximize</b>	Maximize reimbursement opportunities for future county projects and expenses

# **Taxpayer Benefit**

- **Save taxpayer dollars while still allowing the county to improve and expand services**
- **Allows Jasper County to enhance Clerk of Court & Family Court operations using funds specifically designed for those purposes**
- **Reduces the amount of local tax revenue needed for qualifies projects, facilities, equipment, and operational improvements**
- **This approach creates an opportunity to improve services to the public while responsibly managing county resources**



**SOUTH CAROLINA**  
DEPARTMENT *of* SOCIAL SERVICES



**Clerks of Court**  
**Spring Conference May 3, 2022**  
**Title IV-D Incentive Funds & Unit Cost Reimbursement Funds**  
**Child Support Services Division**

## Child Support Incentives Earned By SC

- FFY 2013 \$4,442,194
- FFY 2014 \$4,955,440
- FFY 2015 \$5,433,588
- FFY 2016 \$5,406,683
- FFY 2017 \$5,443,569
- FFY 2018 \$5,226,875
- FFY 2019 \$5,636,987
- FFY 2020 \$6,162,741

• Clerks of Court are allocated \$2,000,000 of the total annual incentives earned.

• Clerks of Court also receive one half of the excess earned over the FFY 2013 incentives earned which is divided equally among the 46 Clerks of Court. This \$18,701.59 is added to each Clerk of Court's earned portion of the \$2,000,000.

## What does Federal law say

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- Section 458(f) of the Social Security Act states:  
“A State...shall expend the full amount of the payment to **supplement, and not supplant, other funds used by the State** – (1) to carry out the **State Plan**...; or (2) for any activity...approved by the Secretary...which may contribute to improving the effectiveness or efficiency of the State program...”

# What do Federal regulations say?

- 45 CFR 305.35 states:
  - (a) A State must expend the full amount of incentive payments received under this part to **supplement, and not supplant**, other funds used by the State to carry out **IV-D program activities** or funds for other activities approved by the Secretary which may contribute to improving the effectiveness and efficiency of the State's program, including cost effectiveness contracts with local agencies, whether or not the expenditures for the activity are eligible for reimbursement under this part.
  - (b) In those States in which incentive payments are passed through to political **subdivisions or localities**, such payments must be used in accordance with this section.
  - (c) **State IV-D expenditures may not be reduced** as a result of the receipt and reinvestment of incentive payments.

# What does State law say

- State law Section 43-5-235 (3) addresses expectations for IV-D incentive funds and unit cost reimbursement funds. What does it say?
  - To the extent permitted by federal law, a **fiscal incentive and federal financial participation** must be paid to the department and provided to the entity providing the service for the **collection and enforcement of child support obligations**.
  - **These monies must be paid to the appropriate county treasurer or county finance office** on a monthly basis and deposited into a separate account for the entity providing the service for the exclusive use by this entity for all activities related to the **establishment, collection, and enforcement of child support obligations** for the fiscal year in which the payments are earned and may be drawn on and used only by the entity providing the service for which the account was established.
  - Monies paid to the contracting entity pursuant to this section **may not be used to replace operating funds of the budget** of the entity providing the service.

# What does State law say (continued)

- Funds in the special account not encumbered for child support activities revert to the general fund of the county at the end of the fiscal year in which they were earned. This only applies to cost reimbursement funds. Title IV-D incentives are NEVER sent to the county general fund.
- Each local entity shall enter into a support enforcement agreement with the department as a condition of receiving the fiscal incentive and federal financial participation.
- To the extent that fiscal incentives are paid to the department and are not owed under the agreement to the contracting entity, these fiscal incentives **must be reinvested in the department's Child Support Enforcement Program** to increase collections of support at the state and county levels in a manner consistent with the federal laws and regulations governing incentive payments.

## Takeaways from Federal and State laws

- Federal regulations allow DSS to “pass through” a portion of incentives earned to the Clerks of Court, but the federal regulations governing how that money will be spent/accounted for applies to the Clerks of Court.
- Do not supplant the normal funding sources for IV-D child support activities. Do supplement that funding with incentive funds and unit cost reimbursement (UCR) funds.
- Payments from DSS for UCR funds and incentive funds must be sent to **county treasurer or finance office.**
- The county should set up two accounts, one for IV-D incentive funds and the other for unit cost reimbursement funds, received from DSS. It can be two separate bank accounts, but it could be two separate accounts in the county’s accounting records.
- Incentive funds and UCR funds can only be used for the portion of expenditures that relate to **IV-D child support activities.**

## Takeaways from Federal and State laws (continued)

- Unit cost reimbursement funds received and not spent or encumbered during the county fiscal year must be returned back to the county general fund at the end of the fiscal year. There should not be a problem if these funds are returned multiple times during the fiscal year. **TITLE IV-D INCENTIVES FUNDS ARE NEVER RETURNED TO THE COUNTY GENERAL FUND** (see Article V. E. in the contract).
- In order for a Clerk of Court to received the unit cost reimbursement funds or IV-D incentive funds, there must be an signed agreement (i.e. contract) between DSS and the Clerk of Court.

## Allocation of expenditures to IV-D activities

- Any expenditure that benefits more than just IV-D child support activities must be allocated so that only the portion benefitting the IV-D child support program is funded with UCR funds or incentive funds.
- For example, if the Clerk of Court wants to buy a \$4,000 copier to be used by his/her entire office, the Clerk of Court must establish an allocation basis to identify the portion of the copier cost that benefits the IV-D child support program. One basis could be the number of copies made for IV-D cases divided by the total number of copies made for a period of time.
- The allocation basis can be different for different expenditures.
- The basis must be documented and kept for future reference.
- Ideally the basis should be established and calculated before the purchase is made. For example, if the basis shows that 75% (\$3,000) of the copier cost can be funded with UCR funds or incentive funds, the remaining \$1,000 must be funded from another funding source within the Clerks of Court office or the county.
- The same concept applies to expenditures for bonuses and salary increases.

## Other things to be aware of

- Any expenditure or portion of expenditure was is funded with incentives funds cannot be reported as part of the child support cost in the annual unit cost reimbursement submission. **WHY?** The feds have already funded the expenditure with IV-D incentive funds and will not fund the same expenditure again as part of the unit cost reimbursement process.
- Any CAPITAL expenditure that will cost more than \$5,000 (not just the IV-D child support portion) must have prior approval from CSSD and the DSS Controller before the expenditure is made.
- Annual contract between DSS and each Clerk of Court, Article V. D. states “Incentive and unit cost reimbursement funds must be used in accordance with applicable county government policies on such matters as procurement, human resource management, travel, and per diem but only insofar as those policies and procedures do not conflict with State and federal law.”

## What can IV-D incentive funds and U/C reimbursement funds to spent on?

- There is no definitive list specifying what incentive funds or unit cost reimbursement funds can be used to purchase.
- Expenditures must be supported by reasoning of why the IV-D program benefits or is enhanced. This reasoning should be documented and kept for future reference.
- Examples included:
  - Reasonable staff bonuses (please refer to SC Attorney General Opinion [03434428.pdf](#))
  - Staff appreciation events (e.g. holiday meal)
  - Security system
  - Travel expenses to attend conferences
  - Printers
  - Hiring temporary staff to perform special projects to address problems with IV-D case processing
  - Furniture

**CLERK OF COURT CONTRACT FOR SERVICE OF PROCESS**  
**Contract between the South Carolina Department of Social Services Child Support**  
**Services Division and the Clerk of Court for the County of Jasper**

Contract Number: 4400032000

In consideration of the mutual covenants and promises as hereinafter set forth between the parties hereto, this contract is entered into by and between the Clerk of Court for the County of Jasper, State of South Carolina, hereinafter referred to as the "Clerk," and the South Carolina Department of Social Services, Child Support Services Division, hereinafter referred to as "CSSD," as evidence of their mutual cooperation and coordination of their respective child support enforcement efforts, as hereinafter described. This contract describes all respective rights, entitlements and obligations of the parties. This contract constitutes the complete integration of all understandings between the parties hereto. No prior, contemporaneous or future additions, deletions or other amendment to the terms of the present contract shall, by agreement of the parties, have any force or effect whatsoever, unless embodied in the present contract. Nor shall any future codicil novation, renewal, addition, deletion, or other modification hereto have any force or effect, unless embodied in a subsequent amendment or written agreement executed and approved by both parties hereto; except as may be permitted under Article I of this contract.

**ARTICLE I**  
**CONTRACT PERIOD**

The contract shall take effect as of July 1, 2026, and shall, unless sooner terminated in accordance with Article III hereto, continue in full force and effect through June 30, 2027.

The services described herein shall be provided throughout the entire contract period. If any services are provided on or after July 1, 2026, but prior to the execution date of this contract such services shall be retroactively reimbursed for the quarter in which they were executed, in accordance with this contract.

At the end of the term of this contract, the parties shall have the option to extend or renew the contract for additional periods of one year upon the terms and conditions as contained herein, which option to extend or renew shall not exceed four consecutive one year period extensions or renewals; provided, however, that any rate adjustment(s) for any such future one year extension or renewal shall be negotiated and set forth in writing and signed by both parties as indicated herein at the time of extension or renewal.

**ARTICLE II**  
**GENERAL COVENANTS AND CONDITIONS**

CSSD and the Clerk agree to comply with Title IV-D of the Social Security Act (42 U.S.C. § 651 et seq.) and the regulations implementing the said act as well as all applicable federal and state laws and regulations in actions taken in furtherance of this contract. The parties further agree that any actions or promises made pursuant to this

## CLERK OF COURT CONTRACT FOR SERVICE OF PROCESS

contract may not contravene or exceed the provisions of the said state or federal authority and are to be construed in accordance with the terms of the same.

In accordance with section S.C. Code § 43-5-235, CSSD will provide to the Clerk federal pass-through funding in the form of reimbursement for the Clerk's successful service of process in Title IV-D cases. These federal monies will be paid on a monthly basis, for the benefit of the Clerk, to the county treasurer or county finance officer. All such funds must be deposited by the county treasurer or county finance officer into a separate account which is designated solely for the use of the civil process section of the Clerk's office. The funds must be designated for the exclusive use of activities related to the service of process in Title IV-D cases.

The funds may not be used to replace operating funds for, or the budget of, the Clerk's office. Any use of the funds in a manner inconsistent with the purpose for which the funds are provided will require termination of this contract by CSSD, without recourse to the Clerk. Use of the funds from the account shall be in accordance with applicable countywide policies and applicable county procurement procedures, if any. No general policies, procurement policies, procedures or operating guidelines of the county; to include any policy, procedure or operating guideline establishing any moratorium period on end of funding cycle processing of procurement request or funding encumbrances; shall in any fashion have the effect of precluding or hindering the Clerk's access to the Title IV-D funds held for its exclusive usage in the separate account. Impermissible restriction by the county of the Clerk's access to the Title IV-D funds shall be considered just cause for termination of Title IV-D funding to the Clerk under this contract, without recourse to the Clerk.

In accordance with S.C. Code § 43-5-235, the pass-through funds which are not encumbered or spent by the Clerk, shall revert to the county's General Fund at the end of the state fiscal year in which they were earned. For purposes of this contract, funds shall be deemed to be encumbered upon the Clerk's preparation of an appropriately completed affidavit of service which is to be submitted for reimbursement to the Department of Social Services, in accordance with Article III herein.

In addition to the requirements imposed by state and federal statutory and regulatory authority, CSSD and the Clerk further agree to the following additional terms:

1. **Safety Precautions-** CSSD and the United States Department of Health and Human Services (USDHHS) assume no responsibility and shall not be liable with respect to any accidents, illnesses or claims arising out of any work undertaken with the assistance of federal and/or state funds pursuant to this contract. The Clerk agrees to take all necessary steps to ensure the protection of persons involved in its operations and in the performance of the terms of this contract. The Clerk agrees to comply with applicable local, state, and federal occupational and safety acts, rules, and regulations.
2. **Bonding-** In accordance with federal regulations at 45 CFR § 302.19, the Clerk shall ensure that every person who has access to or control over funds reimbursed under this contract is covered by a surety bond or a self-bonding

## CLERK OF COURT CONTRACT FOR SERVICE OF PROCESS

system against any loss resulting from employee theft, dishonesty or negligence. The Clerk further agrees to reimburse CSSD and/or the federal government for any loss not covered by surety bond or a self-bonding system.

3. **Political Activity-** The Clerk agrees that no funds, materials, property, or services provided directly or indirectly under this contract shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the terms of the "Hatch Act" (5 U.S.C. § 1502).
4. **Restrictions on Lobbying-** In accordance with 31 U.S.C. § 1352, the Clerk agrees that funds received under the terms of this contract may not be expended to pay any person or organization for influencing or attempting to influence an officer or employee of any state or federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the following actions: the making, extension, continuation, renewal, amendment, modification or awarding of any contract, grant, loan or cooperative agreement. The parties mutually recognize and agree that this restriction shall be applicable to all subcontractors who may be compensated by funds paid through CSSD to the Clerk.
5. **Subcontracts and Non-Assignability-** The Clerk agrees that none of the work or services contemplated under the provisions of this contract shall be subcontracted, transferred, or assigned without the express written approval of CSSD. Any work or services proposed by the Clerk to be subcontracted, transferred, or assigned under the terms of this contract, and not previously approved in writing by CSSD, shall be specifically described and incorporated in proposed separate written contract which shall, in all material aspects conform to the provisions, covenants and promises of the present contract and exhibits hereto and submitted to CSSD for its review and approval. Through any subcontracting, transferring or assignment of any work or services under this contract, the Clerk agrees to be ultimately liable for the full performance of all responsibilities, under the terms of this contract, which may be subcontracted, transferred or assigned.
6. **Safeguarding and Confidentiality of Information-** CSSD agrees to provide, under the terms of this contract, certain confidential information, in accordance with 45 CFR § 303.21, 45 CFR § 302.34 and other applicable federal and state authorities, to assist the Clerk in the service of process in Title IV-D cases. The Clerk agrees that the use or disclosure of such information is limited to purposes directly connected with the service of Title IV-D process and that the information shall not be disclosed to any unauthorized party; shall not be disclosed to any authorized party, except as permitted under state and federal statutes and regulations; and shall not be otherwise disclosed in violation of state or federal confidentiality requirements. The Clerk specifically agrees that information provided pursuant to this contract may not be retained, stored, distributed, or filed in any format for purposes of usage in any criminal law enforcement matter and that willful violation of this agreement may potentially

## CLERK OF COURT CONTRACT FOR SERVICE OF PROCESS

subject the Clerk and its employees, or agents, to possible criminal or civil liability under state and/or federal law.

7. **Drug-free Workplace-** In accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) and the South Carolina Drug-free Workplace Act (S.C. Code § 44-107-10 et seq.), the Clerk agrees to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
  - (b) Establishing a drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace;  
(ii) the employer's policy of maintaining a drug-free workplace;  
(iii) any available drug counseling, rehabilitation, and employee assistance programs;  
and  
(iv) the penalties that may be imposed upon employees for drug violations;
  - (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by item (a);
  - (d) Notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
    - (i) abide by the terms of the statement; and
    - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
  - (e) Notifying the using agency within ten days after receiving notice under item (d)(ii) from an employee or otherwise receiving actual notice of the conviction;
  - (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted, as required by S. C. Code § 44-107-50; and
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (a), (b), (c), (d), (e), and (f).

### ARTICLE III CONTRACT PROCEDURES

#### 1. Compensation and Method of Payment

**Federal Financial Participation (FFP)** - For each instance of successful service of civil process in a Title IV-D case, documented in accordance with the requirements

## CLERK OF COURT CONTRACT FOR SERVICE OF PROCESS

herein, the Clerk shall seek reimbursement for such service at the currently prevailing Federal Financial Participation (FFP) rate of sixty six percent (66%). The fee for service of process is twenty-five dollars (\$25.00) for proper service, pursuant to the South Carolina Rules of Civil Procedure. The amount of reimbursement payable under the terms of this contract for each instance of proper service of Title IV-D process, based on the current FFP rate, shall be sixty six percent of twenty-five dollars (\$25.00), or sixteen dollars and fifty cents (\$16.50). The Clerk must request reimbursement on DSS Form 1164, *Purchase of Service Reimbursement Request*. In submitting requests for reimbursement, the Clerk certifies that all reimbursement being requested is attributable only to the service of process in Title IV-D cases, that the Clerk maintains an itemization by DSS Case Number, or Family Court Docket Number, of each Title IV-D case for which reimbursement for proper service is being requested, and that such itemization shall be available for review upon CSSD's request. The Clerk's completed DSS Form 1164 must be forwarded to:

**South Carolina Department of Social Services  
Child Support Services Division  
Attn: Tamela Gidron  
Post Office Box 1469  
Columbia, South Carolina 29202-1469**

Checks for the reimbursement of service of process shall be written to the county treasurer or finance officer, as appropriate, and must be deposited, in accordance with S.C. Code § 43-5-235, in a separate individual account for the exclusive use of the Clerk.

Records of requests for reimbursement, to include the itemization by DSS Case Number, or Family Court Docket Number, for each Title IV-D case for which reimbursement for proper service has been requested, shall be maintained by the Clerk for a period of three years from the date of the initial submission.

CSSD, having passed through federal funds to the Clerk, shall not be liable for any expenses incurred by the Clerk in the pursuit of the terms of this contract: to include, but not be limited to, expenses incurred in the Clerk's processing of requests for reimbursement.

- 2. Termination** - CSSD and the Clerk mutually agree that this contract is contingent upon the availability of federal and state funding to support the underlying objectives of the contract. In the event that such funding should not be available at the inception date of this contract, CSSD and the Clerk mutually agree that the present contract shall be void *ab initio* and of no binding effect on either party. The parties further agree that should funding become unavailable during the course of this contract that the contract shall be terminated for cause and that neither party shall have any additional claim or other recourse on account of the unavailable funding. The determination as to whether adequate funding exists for the purposes of funding the present contract shall be within the sole determination of CSSD.

Notice by either party of an intent to withdraw from the present contract shall be made

## CLERK OF COURT CONTRACT FOR SERVICE OF PROCESS

in writing to the other party not later than sixty (60) days prior to the date of termination as set forth herein. The parties mutually agree that the effective date of notice of termination shall be the last day of the calendar month in which the notice is provided. All service of process reimbursement earned and payable up to the date of termination for which the Clerk is eligible under the terms of this contract shall be paid to the Clerk without prejudice.

The requirement for a party to provide sixty days' notice of intent to terminate, shall not be applicable to terminations initiated by CSSD based upon the non-availability of funding, or to terminations based upon a material breach of the terms of this contract by the Clerk as specified in Article II, Article III, or Article V. In such cases, termination of the contract shall be effective immediately upon written, verbal, or electronic communication of notice to the Clerk by CSSD.

3. **Audits** - At any time during normal business hours and as often as CSSD, the Office of Internal Audit, the Office of the South Carolina Attorney General, the United States General Accounting Office (GAO), the United States Department of Health and Human Services (DHHS), or other appropriate federal or state agency may deem necessary, the Clerk shall immediately make available for examination all records of the Clerk with respect to matters covered by this contract. The Clerk shall permit any of the above designated entities to audit, examine, make copies, excerpts, or transcripts from such records and to contact and conduct private interviews with Clerk's employees, and to conduct on-site reviews of all matters relating to service delivery under the terms of this contract. If any audit, litigation, claim, or other action involving records maintained by the Clerk pursuant to the terms of this contract shall be initiated prior to the expiration of a three (3) year period from the date of contract termination/expiration, as set forth herein, this Article and its terms shall, nonetheless, have continuing application to the Clerk's obligation under the terms of this contract until such time as the audit, litigation, claim, or other action is concluded and all matters related thereto shall be finally resolved.

The county shall provide to the DSS Office of Internal Audit a copy of any annual audit necessitated by the \$750,000 threshold specified in Uniform Guidance, 2 CFR Part 200, Subpart F, Audit Requirements. Please submit any such audits to [DSSSINGLEAUDIT@dss.sc.gov](mailto:DSSSINGLEAUDIT@dss.sc.gov)

Should any audit conducted by DSS Office of Internal Audit, SCOSA or any other authorized auditing entity, result in a finding of deficiencies requiring corrective action for the Clerk's operations under this contract, the Clerk shall submit a corrective action plan to correct the identified deficiencies indicating the actions to be taken, dates of anticipated completion, and contact person within the Clerk's office who is to be responsible for correction of the noted deficiencies. In the alternative, the Clerk shall submit an explanation of specific reasons as to why no corrective action should be required. The corrective action plan must be submitted along with the audit report or reporting package within thirty (30) days of the receipt of the final report/management letter. Corrective action by the Clerk must be initiated within six months of the receipt of the audit report. Technical assistance shall, upon the request of the Clerk, be provided by CSSD.

## **CLERK OF COURT CONTRACT FOR SERVICE OF PROCESS**

In the event of a Notice of Exception and Disallowance pursuant to an audit or inspection, CSSD shall provide the Clerk with a written notice setting forth the adjustment required for each exception. Such notice shall state the total sum disallowed and that payment is due to CSSD in the full amount within thirty (30) days after the Clerk's receipt of the notice. Notice will be sent to the Clerk by certified mail. Audits exceptions or disallowances shall be deemed final unless appealed in writing by the Clerk to CSSD within thirty (30) days of the receipt of the Notice of Exception and Disallowance. Payment shall be made within thirty (30) days from the receipt of Notice of Exception and Disallowance regardless of the filing of an appeal.

In the event of disagreement with audit or inspection findings, the Clerk shall have the right to seek administrative review or judicial appeal in accordance with the procedures set forth under state or federal law or regulation.

### **ARTICLE IV OBLIGATIONS OF CSSD**

The Child Support Enforcement Division (CSSD) shall be considered that entity of DSS empowered to meet the responsibilities set forth in this Article and to interact with the Clerk in meeting the responsibilities set forth in Article V. CSSD shall be responsible for ensuring that all aspects of this contract are conducted in accordance and compliance with applicable federal and state laws and regulations governing the Title IV-D program.

CSSD shall be responsible for providing the Clerk the most current information and documentation in its possession regarding custodial and non-custodial parents in Title IV-D child support cases in order to facilitate the Clerk's successful service of process. All such documents will be identified by an imprinted "IV-D" stamped in red on the cover sheet of the process provided to the Clerk for service. CSSD shall also be responsible for ensuring that IV-D documents provided to the Clerk for service are in the appropriate format so as to comply with Rule 4 of the South Carolina Rules of Civil Procedure.

### **ARTICLE V OBLIGATIONS OF THE CLERK**

Under this contract, the Clerk shall be responsible for ensuring that all aspects of conducting service of process on Title IV-D cases are accomplished in accordance and compliance with applicable federal and state laws and regulations and the South Carolina Rules of Civil Procedure.

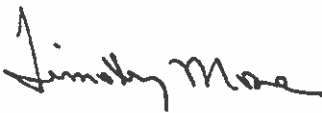

Each person employed by the Clerk to perform service of Title IV-D process under the terms of this contract shall complete an affidavit of service or non-service, as appropriate, for every Title IV-D document submitted to the Clerk for service. Each affidavit of service must indicate the DSS Case Number, or Family Court Docket Number, for the case in which the process is to be served, the type of process served, the name, and age, of the person served, and the date service was affected, at a minimum. Each affidavit of non-service must include the DSS Case Number or Family

## CLERK OF COURT CONTRACT FOR SERVICE OF PROCESS

Court Docket Number, the date(s) of attempted service and any information concerning the possible current location of the person to be served. The affidavits must be filed in every case as soon as possible after attempted or actual service and, in the case of proper completed service, must be filed by no later than the end of the business day before the scheduled hearing date specified in the process successfully served.

The Clerk shall provide the County Treasurer, or other appropriate person in County government with financial authority and oversight, with a copy of this contract, addendums, and provide CSSD with a complete Acknowledgment of IV-D Contract Requirements and Regulations attached hereto and incorporated herein by reference as Addendum A.

**In witness of the foregoing, CSSD and the Clerk of Court do hereby agree to the terms and conditions specified herein and affix their respective signatures below.**

<b>South Carolina Department of Social Services Child Support Services Division</b>	<b>Clerk of Court for the County of Jasper</b>
by:  Timothy Mose, Director Child Support Services Division	by:  Robert Keith Hester Clerk of Court
May 18, 2026 Date	May 28, 2026 Date

AGENDA  
ITEM #8G

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2026-41**

**A RESOLUTION OF JASPER COUNTY COUNCIL**

**FINDING THAT NORMAL DAILY OPERATIONS OF THE JASPER COUNTY LEVY FIRE STATION (“STATION #25”) ARE AFFECTED BY THE NECESSITY FOR THE EXPEDIENT REPLACEMENT OF THE SEPTIC SYSTEM DRAINFIELD AND PURSUANT TO SECTION 2-412 OF THE JASPER COUNTY CODE OF ORDINANCES WHICH ALLOWS FOR EMERGENCY PROCUREMENT WHERE NORMAL DAILY OPERATIONS ARE AFFECTED, AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO CONTRACT WITH IDEAL WASTE WATER SOLUTIONS FOR THE INSTALLATION OF A NEW SEPTIC SYSTEM DRAINFIELD AND OBTAIN THE SERVICES ON BEHALF OF JASPER COUNTY, AND MATTERS RELATED THERETO.**

**WHEREAS**, Section 2-412 of the Jasper County Code of Ordinance provides the chief purchasing officer, with the concurrence of the county administrator, may make or authorize others to make emergency procurement where normal daily operations are affected; and

**WHEREAS**, the necessity for the expedient replacement of the septic system drainfield at Levy Fire Station has affected normal daily operations of the station; and

**WHEREAS**, immediate procurement for the expedient replacement of the septic system drainfield at Levy Fire Station is imperative to the normal operation of the station; and

**WHEREAS**, it is the opinion of the Jasper County emergency services director and the chief purchasing officer with the concurrence of the county administrator, that emergency procurement is imperative to the normal daily and safe operation of Levy Fire Station #25; and

**NOW THEREFORE, BE IT RESOLVED** by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that it is in the best interest of the County and its citizens to approve the requested emergency procurement as provided in

the Jasper County Purchasing Ordinance not to exceed \$25,000 for the replacement of the septic system drainfield; and

**FURTHER RESOLVED**, the County Council hereby authorizes the County Administrator to execute contracts and/or purchase documents with Ideal Waste Water Solutions as are customary and usual; and

**FURTHER RESOLVED**, expenditure for the septic system drainfield replacement will be funded from BUILDING REPAIRS (010-045-5095.)

**SIGNATURES FOLLOW**

This Resolution No. R- 2026-41 made this 15th day of June, 2026.

\_\_\_\_\_  
**W. J. Rowell, III**  
**Chairman**

**ATTEST:**

\_\_\_\_\_  
**Wanda H. Giles**  
**Clerk to Council**

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**Acting County Attorney**

\_\_\_\_\_  
**Date**

# ESTIMATE

Ideal Waste Water Solutions  
357 5th ave  
Ridgeland, SC 29936

jordan.iwvs@outlook.com  
+1 (843) 441-6143



## Bill to

Jasper County Emergency Services  
1509 Grays Hwy  
Ridgeland, SC 29936  
United States

## Estimate details

Estimate no.: 1076  
Estimate date: 06/04/2026

#	Date	Product or service	SKU	Description	Qty	Rate	Amount
1.		<b>Drain Field Repair/Replacement</b>		Installation of new drainfield in the back of fire department. This field will need to be elevated and mounded in order to create a zone of saturation. This field will be constructed by bringing in imported fill dirt and using standard infiltrator chambers. 2-9x60 trenches Materials needed: 280ft of pvc pump line 90 standard infiltrator chambers 12 standard infiltrator chamber caps 20 loads of dirt A 50% deposit is required before work can start in order to secure materials and mobilize necessary equipment. Deposit is \$11,437.50 Ask us about of hydroseeding services.	1	\$22,875.00	\$22,875.00

**Total** **\$22,875.00**

## Note to customer

As with any project, we understand that there may be variables that change within the construction phases; please let us know if we can be of assistance.

Our pricing is based on 30-day increments.

---

Accepted date

Accepted by

AGENDA  
ITEM #8H

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2026-42**

**RESOLUTION OF JASPER COUNTY COUNCIL TO APPROVE  
THE PROCUREMENT OF TECHNOLOGY REPLACEMENTS  
FOR JASPER COUNTY AND THE JASPER COUNTY  
EMERGENCY COMMUNICATIONS CENTER THROUGH A  
STATE OF SOUTH CAROLINA CONTRACT, AND MATTERS  
RELATED THERETO**

**WHEREAS**, the Jasper County 911 Emergency Communications Center requires the replacement of computer hardware as described below and in the attached CDW-G quotation number PXBG334 dated June 3, 2026:

- 1) Computer and monitors,
- 2) Printer, including toner cartridges and waste toner collector,
- 3) Laptops for the communications manager, NCIC coordinator, training officer, and shift supervisory staff, and
- 4) Laptops for training, 911 education events, and job fairs; and

**WHEREAS**, Section 2-445 Div. 2, Article V, Purchasing and Contracting Ordinance of Jasper County Code of Ordinance authorizes the chief purchasing officer, independent of the requirements of the bid process to procure supplies, services, or construction items through the contract established by the purchasing division of the State of South Carolina as provided for in South Carolina Code section 11-35-10 et seq. (State Consolidated Procurement Code) and

**WHEREAS**, CDW-G has an established contract #AEPA-025-SLG (025-F) with the State of South Carolina; and

**WHEREAS**, there are sufficient funds in the current fiscal year 2026 Emergency Communications Department budget in the EQUIPMENT line item (010-046-2430) for the purchase from CDW-G for the computer hardware not to exceed \$42,000 (including applicable sales tax); and

**NOW THEREFORE, BE IT RESOLVED** by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that the requirements of Article V, Sec. 2-

445 are met and hereby approve the purchase of the computer hardware listed above and as described in the CDW-G quotation number PXBG3364 dated June 3, 2026, and

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

**SIGNATURES FOLLOW**

This Resolution No. R- 2026-42 made this 15<sup>th</sup> day of June 2026.

\_\_\_\_\_  
**W. J. Rowell, III**  
**Chairman**

**ATTEST:**

\_\_\_\_\_  
**Wanda H. Giles**  
**Clerk to Council**

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
Acting County Attorney

\_\_\_\_\_  
Date

FOR INFORMATION PURPOSES ONLY



## Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)

Ridgeland, SC 29936

Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

John A. Smith, Deputy Director

4, June 2026

To: Honorable County Council

Re: Technology replacement in 911 Emergency Communications Center

Greetings Council,

The 911 Communications division is seeking authorization to expend budgeted funds for technology replacement of computer hardware. The cost of the project is \$41,837.98. These purchases are quoted via South Carolina State Procurement Contract (AEPA-025-SLG (025-F)) with CDW-G. This acquisition is based on their operation needs:

1. To replace computers and monitors for the Communications Division, which are in service 24/7, 365 days a year.
  - a. Industry standard is to replace every 3-5 years.
  - b. Computers were previously purchased April 2022
2. To replace a broken printer in the Communications Center, along with toner cartridges and a waste toner collector.
3. To replace the old laptop assigned to Communications manager, NCIC Coordinator, Training officer, Shift supervisory staff for IT and administrative purposes.
4. To provide laptops for internal training, 9-1-1 education events, and job fairs/recruitment events.

To purchase a portable electric power station for training, 9-1-1 education events, and job fairs.

This request is coming at the end of the year due to our attempts to ensure that we have funds available throughout the year in the event of a critical equipment failure, such as a server, that might wipe out the line item at one time. This purchase request is part of our normal equipment replacement schedule, along with the new equipment (Items 4 and 5) as we ramp up internal training, external public training and recruitment events.

WE truly appreciate your consideration and approval.

Cordially,

Russell W. Wells



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

## QUOTE CONFIRMATION

### Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

**PHILLIP COTHRAN,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXBG334	6/3/2026	PXBG334	8481247	<b>\$41,837.98</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Eaton Portable Power Station 3000W, Lithium-Ion (LFP), AC, DC, USB-A, USB-C</a> Mfg. Part#: GC3000L Contract: The Carolinas AEPA-025F SLG (025-F)	1	8364892	\$3,207.95	\$3,207.95
<a href="#">HP ProBook 4 G1i 16" Notebook - WUXGA - 60 Hz - Intel Core Ultra 7 255U - 1</a> Mfg. Part#: BB3R1UT#ABA Contract: The Carolinas AEPA-025F SLG (025-F)	6	8394831	\$1,274.28	\$7,645.68
<a href="#">HP EliteBook 8 G1i 16" Touchscreen Notebook - WUXGA - 60 Hz - Intel Core U1</a> Mfg. Part#: BH1BOUT#ABA Contract: The Carolinas AEPA-025F SLG (025-F)	1	8324830	\$2,215.74	\$2,215.74
<a href="#">HP 110W USB-C Laptop Charger</a> Mfg. Part#: 8B3Y2AA Contract: The Carolinas AEPA-025F SLG (025-F)	7	8549681	\$78.51	\$549.57
<a href="#">Xerox VersaLink C625 DN - multifunction printer - color</a> Mfg. Part#: C625/DN Contract: The Carolinas AEPA-025F SLG (025-F)	1	7577983	\$3,052.51	\$3,052.51
<a href="#">Xerox - original - waste toner collector</a>	1	7577978	\$39.39	\$39.39

**QUOTE DETAILS (CONT.)**

Mfg. Part#: 008R13334

Contract: The Carolinas AEPA-025F SLG (025-F)

**Xerox - High Capacity - black - original - toner cartridge** 1 7577971 \$465.89 \$465.89

Mfg. Part#: 006R04636

Contract: The Carolinas AEPA-025F SLG (025-F)

**Xerox - High Capacity - cyan - original - toner cartridge** 1 7577970 \$531.89 \$531.89

Mfg. Part#: 006R04637

Contract: The Carolinas AEPA-025F SLG (025-F)

**Xerox - High Capacity - magenta - original - toner cartridge** 1 7577975 \$531.89 \$531.89

Mfg. Part#: 006R04638

Contract: The Carolinas AEPA-025F SLG (025-F)

**Xerox - High Capacity - yellow - original - toner cartridge** 1 7577974 \$531.89 \$531.89

Mfg. Part#: 006R04639

Contract: The Carolinas AEPA-025F SLG (025-F)

**HP Z2 G1i Workstation - Intel Core Ultra 7 265 - 64 GB - 1 TB SSD - Tower -** 1 8372531 \$4,254.38 \$4,254.38

Mfg. Part#: BNSK0UT#ABA

Contract: The Carolinas AEPA-025F SLG (025-F)

**ASUS ROG Strix XG49VQ - LED monitor - curved - 49" - HDR** 6 5678525 \$819.28 \$4,915.68

Mfg. Part#: XG49VQ

UNSPSC: 43211902

Contract: The Carolinas AEPA-025F SLG (025-F)

**HP Z2 G1i Workstation - Intel Core Ultra 7 265 - 32 GB - 1 TB SSD - Small F** 3 8372829 \$3,005.56 \$9,016.68

Mfg. Part#: BNSN2UT#ABA

Contract: The Carolinas AEPA-025F SLG (025-F)

**ASUS TUF Gaming VG34VQL1B - LED monitor - curved - 34" - HDR** 4 6544086 \$356.08 \$1,424.32

Mfg. Part#: VG34VQL1B

Contract: The Carolinas AEPA-025F SLG (025-F)

**SUBTOTAL** \$38,383.46

**SHIPPING** \$0.00

**SALES TAX** \$3,454.52

**GRAND TOTAL** **\$41,837.98**

**PURCHASER BILLING INFO**

**Billing Address:**

JASPER COUNTY EMERGENCY SERVICES  
CLAY LUCAS  
PO BOX 1509  
RIDGELAND, SC 29936-2626  
Phone: (843) 726-7797

**Payment Terms:** Net 30 Days-Govt State/Local

**DELIVER TO**

**Shipping Address:**

JASPER COUNTY EMERGENCY SERVICES  
1509 GRAYS HWY  
RIDGELAND, SC 29936-5441  
**Shipping Method:** UPS Ground

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



### Sales Contact Info

**Austin Luna** | 800.808.4239 | [austlun@cdwg.com](mailto:austlun@cdwg.com)

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For more information, contact a CDW account manager.

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AGENDA

ITEM #8I

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2026-43**

**RESOLUTION OF JASPER COUNTY COUNCIL TO APPROVE  
THE PROCUREMENT OF TECHNOLOGY REPLACEMENTS  
FOR JASPER COUNTY AND THE EMERGENCY SERVICES  
DIVISION THROUGH A COOPERATIVE PURCHASING  
AGREEMENT AND PURSUANT TO THE JASPER COUNTY  
PURCHASING AND CONTRACTING ORDINANCE, AND  
MATTERS RELATED THERETO**

**WHEREAS**, the Jasper County Emergency Services Division seeks to replace two (2) digital smart board systems currently in use at the Emergency Operations Center with two (2) interactive collaboration boards purchased from Sharp Business Systems; and

**WHEREAS**, Section 2-441, Div. 2, Article V, Purchasing and Contracting Ordinance of Jasper County Code of Ordinances authorizes the chief purchasing officer to participate in a cooperative purchasing agreement for procurement of supplies, services or construction with one or more public procurement units in accordance with an agreement entered into between the participants; and

**WHEREAS**, Jasper County is a member of Sourcewell, a cooperative purchasing agency (ID #110605) and the vendor for the interactive collaboration boards, Sharp Business Systems, is a member of the Sourcewell cooperative purchasing agency (Contract #112124-SEC); and

**WHEREAS**, there are sufficient funds in the LEMPG grant to fund \$31,498 of the total cost and sufficient funds in the Emergency Services Department budget EQUIPMENT line item (010-056-2430) to fund the balance of approximately \$21,000, including applicable sales tax; and

**NOW THEREFORE, BE IT RESOLVED** by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby is of the belief and finds that the requirements of Article V, Sec. 2-441 are met and hereby approve the purchase of two (2) interactive collaboration digital smartboards for the Emergency Operations Center.

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

agreement.

**SIGNATURES FOLLOW**

This Resolution No. R- 2026-43 made this 15<sup>th</sup> day of June 2026.

\_\_\_\_\_  
**W. J. Rowell, III**  
**Chairman**

**ATTEST:**

\_\_\_\_\_  
**Wanda H. Giles**  
**Clerk to Council**

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
Acting County Attorney

\_\_\_\_\_  
Date

**FOR INFORMATION PURPOSES ONLY**



## Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)

Ridgeland, SC 29936

Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

John A. Smith, Deputy Director

4, June 2026

To: Honorable County Council

Re: Technology replacement in Emergency Operations Center

Greetings Council,

Jasper County Emergency Services is seeking authorization to utilize Emergency Management Planning Grant funds for the replacement of two (2) digital smart board systems currently in the Emergency Operations Center. The current units in service have exceeded their service life. These smartboards served our EOC for fourteen years. During their service life they were instrumental in our management of several Hurricanes, snowstorm events and other missions. We can no longer receive software updates; Hardware is begun to develop challenges with transition to multiple audio/visual sources. We are seeking to replace these two units with interactive collaboration boards. Furthermore, we seek to upgrade the capabilities of the Emergency Operations Center with adding two (2) additional Interactive Collaboration Boards. This is a cost share grant.

Total Cost: \$43,900.21

Grant funds: \$31,498.00

JCES Budget: \$12,402.21 (Budget line # 010-056-2430)

(Includes sales taxes)

Below is our executive summary of investment:

- 4 interactive Collaboration Boards
- Installed
- Cooperative Purchase Contract (Sourcewell: 112124-SEC)

We are seeking authorization to allow County Administrator to sign all contracts purchasing documents and other matters related thereto, for this project.

Cordially,

Russell W. Wells



### EOC Pro AV upfit

Jasper County Fire-Rescue - Ridgeland, SC

#### SHARP CONTACT:

Ty Olsen

Visual Solutions & Pro-AV Specialist

864-675-2000

[ty.olsen@sharpusa.com](mailto:ty.olsen@sharpusa.com)



SHARP BUSINESS SYSTEMS

May 5, 2026

Jasper County Fire-Rescue  
1509 Grays Hwy, Ridgeland, SC 29936

Mr. David Peterson,

Firstly, we appreciate the opportunity to provide AV solutions for your company. We value our relationships and understand you have plenty of vendor options.

Outlined below is our Pro AV solution for your EOC room. This solution falls under the Sourcewell Contract # 112124-SEC.

- Dual Display Teams Room on front wall
  - (2) 4K 86" Interactive Collaboration Board with i5 Windows 11 Shuttle PC to run Sharp Pen Software
  - Teams Room System with Compute/DSP, Auto-framing 6K Camera, (2) Integrated Ceiling Array Microphone + Loudspeaker
- Interactive Collaboration Boards on side wall
  - (2) 4K 86" Interactive Collaboration Board with i5 Windows 11 Shuttle PC to run Sharp Pen Software
  - Duplicate video connectivity to Teams Room
  - Boards will also be connected to customer provided video sources
- Duplicate Teams Room content output connectivity to Operations room

MANUF	PRODUCT	DESCRIPTION	QTY
ALFATRON	ALF-EXT60IR18G- GEN2	The ALF-EXT60IR-18G extender set HDMI 2.0 IR 4K / UHD video @ 60 Hz with 4:4:4 HDMI 18 Gbps HDCP 2.2 compliant. 230 feet / 40 meters over single CAT6 cable.Receiver and Transmitter Set	3
ALFATRON	ALF-SUK2GEN2	The ALF-SUK2 is an HDMI 2.0 splitter with one HDMI input and two HDMI outputs	1
ALFATRON	ALF-SUK4GEN2	The ALF-SUK4, which is an HDMI2.0 splitter with one HDMI input and four HDMI outputs	1
PEERLESS	SF680P	SmartMount Universal Flat Wall Mount for 86" to 98" Displays - Black - Aquos Boards 1100x650	4
SHARP	PN-LC862	Next generation 4K Ultra-HD 86" class (85 - 9/16" diagonal) AQUOS BOARD interactive display system with 20-point PrecisionTouch screen, built-in SoC controller, wireless connectivity, and OPS Expansion slot. PN-SPC15W10C8GB PC and PN-ZCMS1 AV Soundbar sold separately. 5 Year limited warranty.	4
SHARP	PN-SPC15W11A	Intel® Alder Lake Core™ i5 processor with Windows® 11 Pro and 8GB RAM	4
SHURE	IMXRK70	Intel® Mix™ Foundation System 70 Kit for Microsoft Teams Rooms -two MXA902 Integrated Ceiling Array Speaker/Microphones, Huddly IQ USB Camera	1
		<b>TOTAL PARTS (APPLICABLE SALES TAX WILL APPLY)</b>	<b>\$ 33,769.00</b>
		<b>TOTAL LABOR (NON-TAX)</b>	<b>\$ 7,092.00</b>
		<b>GRAND TOTAL</b>	<b>\$ 40,861.00</b>
		<b>3 YEAR ON SITE SERVICE (APPLICABLE SALES TAX WILL APPLY)</b>	<b>\$ 8,583.00</b>
		<b>Sourcewell Contract # 112124-SEC</b>	