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

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

To participate in a **Public Hearing for a specific agenda item**, email written public comments to comments@jaspercountysc.gov by 1:00 PM on Monday, October 19, 2026, or sign in on the colored Public Hearing Sign-in Sheet on the outside of the Council Chambers Doors before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

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

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

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



JASPER COUNTY COUNCIL COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Building
Third Ave, Ridgeland, SC 29936
Monday, October 19, 2026

AGENDA

5:00 PM:

➤ Please silence your phones during the Meeting.

1. Call the Council Meeting to Order by Chairman Rowell

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

2. Pledge of Allegiance and Invocation:

3. Approval of the Agenda:

4. Approval of the Consent Agenda:

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

CONSENT AGENDA ITEMS:

A) Approval of the Minutes 03.23.2026 and 04.06.2026

B) **Eric Larson** -Consideration of **3rd Reading** of an Ordinance **#O-2026-32** Authorizing Jasper County to enter into a sales agreement with Six by Six Holdings, LLC for the purchase of 10.0 acres of improved real property within the Cypress Ridge Business and Industrial Park, Ridgeland, South Carolina, (a portion of TMS 048-00-01-009) and other matters related thereto. *(1st reading 09.21.2026; Public Hearing and 2nd reading 10.05.2026)*

C) **Eric Larson** - Consideration of **3rd Reading** of an Ordinance **#O-2026-33** establishing the Lease Agreement with the Beaufort - Jasper Economic Opportunity Commission, Inc. for the use of the Robertville Community Center, located at 9731 Cotton Hill Road, Pineland, South Carolina and authorize the County Administrator to execute the agreement and related documents and other matters related thereto. *(1st reading 09.21.2026; Public Hearing and 2nd reading 10.05.2026)*

D) **Eric Larson** - Consideration of **3rd Reading** of an Ordinance **#O-2026- 34** establishing the Lease Agreement with the Jasper County Council on Aging for the use of the Robertville Community Center, located at 9731 Cotton Hill Road, Pineland, South Carolina and authorize the County Administrator to execute the agreement and related documents and other matters related thereto. *(1st reading 09.21.2026; Public Hearing and 2nd reading 10.05.2026)*

This is the end of the Consent Agenda Items.

5. Executive Session SECTION 30-4-70.

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

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

(2) Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice where the legal advice relates to a 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) Jasper Pellets – Delinquent Personal Property Taxes**

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

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

6:00 PM: Regular Session

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

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

6. PRESENTATIONS: **None**

7. PROCLAMATION:

A) **Chairman Rowell** – Proclamation Presentation to Young Marine SgtMaj Francis "Quinn" Lawton on behalf of the Young Marines of the Marine Corps League for Jasper County's Support of National Red Ribbon Week from October 26th – October 30, 2026.

8. CITIZEN COMMENTS:

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

9. RESOLUTIONS:

A) **Kimberly Burgess** - Consideration of Resolution **#R-2026-69**, a Resolution of Jasper County Council to authorize the County Administrator to Execute the Annual Contract with Courthouse Computer Systems, Inc., included in the Fiscal Year 2027 Budget and Matters Related Thereto.

B) **Eric Larson** - Consideration of Resolution **#R-2026-70**, a Resolution to commit matching grant funds in the amount of \$47,000 for a South Carolina Department of Commerce Rural Development Initiative (RDI) grant to construct a Dog Park at Sergeant Jasper Park and to authorize the County Administrator to submit the grant application, and other matters related there to.

C) **Jim Iwanicki** – Consideration of Resolution **#R-2026-71**, a Resolution Approving a Term Sheet for the I-95 Exit 3 Project Among Jasper County, South Carolina, the City of Hardeeville, South Carolina, the South Carolina Transportation Infrastructure Bank, the South Carolina Department of Transportation, and the owner of the Property to be served by the Project; and Authorizing the Execution of the Term Sheet.

10. PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

A) **Hunter Smiley** - **PUBLIC HEARING ONLY** for an Ordinance Authorizing Amendment to the Official Zoning Map of Jasper County by rezoning that certain parcel of Real Property located along **Jenkins Avenue**, bearing Jasper County Tax Map Numbers 040-13-02-001 and 040-13-02-012, containing 10.28 and 0.52 Acres, respectively, to General Commercial from Residential. (*1st reading was tabled on 10.05.2026*)

B) **Jim Iwanicki** – Consideration and approval of an IGA with the Town of Ridgeland CDBG Water System Study Project.

C) **Chief Wells** – Consideration and approval of the Jasper County Hazard Mitigation Plan.

11. Administrator's Report:

12. Councilmember Comments and Discussion

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

14. Adjournment:

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

AGENDA

ITEM# 4

Consent Agenda Items

A) Approval of the Minutes 03.23.2026 and 04.06.2026

B) **Eric Larson** -Consideration of **3rd Reading** of an Ordinance **#O-2026-32** Authorizing Jasper County to enter into a sales agreement with Six by Six Holdings, LLC for the purchase of 10.0 acres of improved real property within the Cypress Ridge Business and Industrial Park, Ridgeland, South Carolina, (a portion of TMS 048-00-01-009) and other matters related thereto.*(1st reading 09.21.2026; Public Hearing and 2nd reading 10.05.2026)*

C) **Eric Larson** - Consideration of **3rd Reading** of an Ordinance **#O-2026-33** establishing the Lease Agreement with the Beaufort - Jasper Economic Opportunity Commission, Inc. for the use of the Robertville Community Center, located at 9731 Cotton Hill Road, Pineland, South Carolina and authorize the County Administrator to execute the agreement and related documents and other matters related thereto. *(1st reading 09.21.2026; Public Hearing and 2nd reading 10.05.2026)*

D) **Eric Larson** - Consideration of **3rd Reading** of an Ordinance **#O-2026- 34** establishing the Lease Agreement with the Jasper County Council on Aging for the use of the Robertville Community Center, located at 9731 Cotton Hill Road, Pineland, South Carolina and authorize the County Administrator to execute the agreement and related documents and other matters related thereto. *(1st reading 09.21.2026; Public Hearing and 2nd reading 10.05.2026)*

This is the end of the Consent Agenda Items.



JASPER COUNTY COUNCIL
SPECIAL CALLED WORKSHOP
Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Monday, March 23, 2026
Minutes

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

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, Lisa Wagner, Hunter Smiley, and Videographer Jonathan Dunham. Also present: Denise Grabowski

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

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

In accordance with the Freedom of Information Act the electronic and print media were notified. During periods of review, discussion and/or presentations minutes are typically condensed and paraphrased. The recorded version is available online at: https://www.youtube.com/channel/UCBmloqX05cKAsHm_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 Chairman Rowell

○ **Approval of Agenda**

Motion to approve the agenda: Councilman Kemp

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

○ **Workshop Topic:**

➤ **Euhaw Overlay District**

Chairman Rowell turned the workshop over to Ms. Wagner to get this started. She reviewed the changes that had been made to the ordinance and reviewed them with council.

Ms. Wagner and Ms. Denise Grabowski presented updated revisions to the proposed ordinance following previous Council workshops and Planning Commission reviews.

They discussed Structural District Changes, including the elimination of the RP10 District. They discussed a new proposed district, Village Commercial. They discussed excluded and non-permitted uses; specific conditional uses and performance standard; and map and boundary adjustments. Mr. Smittie Cooler spoke on this matter and urged Council to uphold the overlay district framework to protect the rural character desired by local constituents.

Ms. Wagner provided this information in her Staff Report for the Euhaw Overlay District. This information was also in the agenda e-packet file. She did not review the background and history, however, since it was provided in her Staff Report, it has been included in these minutes. The creation of the Euhaw Overlay District began in May 2023 after Jasper County received a request in 2022 for a large-scale development consisting of two tracts of land totaling nearly 2,800 acres along Snake Road and Highway 462, north of Snake Road. In reviewing the development proposal, there were concerns about traffic, sewer, storm water and environmental impacts. Snake Road and Highway 462 are not capable of handling the amount of traffic expected, and sewer is limited. Consultations with Beaufort-Jasper Water and Sewer Authority brought into focus the significant backlogs of maintenance on existing infrastructure, and the financial issues that would be involved in a significant expansion of sewer in this area.

Due to the public concerns expressed in 2022, Jasper County Council created the Broad River Task Force, who studied the matter and issued a Report to Council in May of 2023, noting significant concerns about the ability of the study area to handle the impacts of substantial residential and commercial development as had been previously proposed.

The County Council shared these concerns about the impact new subdivisions, commercial and residential development will have on road infrastructure, evacuation routes, streetscapes, traffic congestion, storm water, open space, natural habitats, and the quality Of life in this area Of Jasper County, and the opportunity to enact a new one-percent Green Space sales Tax, or dedicate a portion of a transportation sales tax to preserve land; therefore, Council implemented a moratorium on commercial development and residential subdivisions in what was designated the Euhaw Broad River Planning Area, which was in place from May 2023 until July 2024.

In July of 2024, after much public participation, County Council passed on first reading the proposed ordinances creating the Euhaw Overlay District intended to address the Council's concerns that were previously mentioned. Furthermore, the zoning text amendments that were prepared, were consistent with the Comprehensive Plan and would help to further implement goals that are outlined in the Comprehensive Plan.

At Council level, multiple public hearings and workshops had been held over the past 18 months. Staff and County Council had received comments expressing concerns about certain provisions restricting development; therefore, staff had continued to work on modifying the ordinance for second reading to address the ability to have a septic system, reducing setbacks from ditches, wetlands and other areas where seepage or spillage into the headwaters can be avoided. All of the continued public input and discussion led to modifications being included in the ordinance from first reading. The most recent iteration of the Ordinance included the following revisions:

- Article 5 — Remove the RP-IO District. The only new primary zoning district that is being proposed is Village Commercial (VC) and one (I) special purpose district, the Euhaw Overlay District (EOD).
- Article 6 — Removed the RP-IO column in the Use Chart; Other Changes to the Use Chart include:

- Changed the following uses to “not allowed” in Village Commercial, Sector 1 1531, Forestry; Sector 61 II, Elementary and Secondary Schools based on the building size limitation for commercial uses in Village Commercial;
- Changed Sector 61145-5, Business Schools, Computer, and Management Training to a "conditional" use.
- Changed the following uses to "permitted" in Village Commercial: Sector 521, Finance and Insurance; Sector 523, Security and Commodity Contracts and Financial Investments; Sector 524, Insurance Carriers and Related Activities; Sector 525, Funds, Trusts, and Other Financial Vehicles; Sector 541, Professional, Scientific, Technical Services; Sector 551, Management of Companies and Enterprises; and Sector 8121, Personal Care Services, as these uses are primarily business offices.
- Article 7 — Removed the RP-IO column in Table I, Schedule of Lot Area, Yard, Setback and Density
- Article 8 — Change heading under "Private Wastewater System Setback Requirements" in Article 8:9.4.B Riparian Buffer and Setback Table from to "Advanced Wastewater Treatment System" to "Multi-Unit Wastewater Treatment System"; and added language to 8:9.4.2.B.
 - Replace the "Stormwater Department" with "Planning & Building Department or designee" in Article 8:9.4.5.B.viii
- Article 8:9.6.A.viii. Non-Residential Design Standards, Add — *"Accessory buildings shall be limited to 1,500 square feet."*
- Add new section 8:9.6 PDD Standards (page 8) for the Euhaw Overlay District.
- Article 11 — Changed the conditions for horses in Article 11: 7.3 to require 1 acre per horse and add conditions for storage of manure;
 - Add conditions to Article 11: 7.19a, for Sector 61 145-5, Business Schools, Computer, and Management Training; and renumber "Other Schools and Instructions to 11 :7.19b
 - Add some language to the conditions in Section 11: 7.27, Sector 72121, for Camps and Recreational Vehicles in the Village Commercial Zoning District.
- Article 15 — Remove RP-IO from Section 15:6.3, Sign Regulations Table
- Deleted Article 22 - Rural Small Lot Subdivisions Standards, these standards were intended solely for properties that were proposed to be zoned RP- IO.
- The Euhaw Overlay District was originally proposed to encompass all properties generally located east of 1-95 from the municipal boundaries Of Hardeeville to the Euhaw/Broad River, to include Highway 170, Highway 462, Coosawhatchie, and Okeetee Club. Now the Euhaw Overlay District is being proposed generally east Of Highway 13 (Bees Creek Road) outside of the transitional area to include Highway 462, Highway 170 north east of the Highway 462 intersection, Snake Road, Okeetee Club, and Coosawhatchie.
- The only properties that are being proposed to be rezoned are the properties along Highway 462 that are currently zoned Community Commercial and General Commercial. These properties are proposed to be designated as Village Commercial except for twelve (12) properties, which are proposed to be designated as Residential or Rural Preservation. In total, seventy-nine (79) properties are proposed for re-zoning (see maps attached to this staff report. "Ille blue properties are currently zoned Community Commercial (see attached maps "current zoning and proposed zoning"

- There was a suggestion to include stronger provisions for tree protection within the Euhaw Overlay District. They noted that they did not have this portion ready yet but intend to bring back at a later date.

The Planning Commission had reviewed the proposed changes and recommended approval of this iteration of the Ordinance.

As for next steps, Ms. Wagner noted they had planned to put this item on the next agenda, but think that they should wait and first make those changes that were discussed at this meeting. The Chairman directed staff to pull the ordinance off the upcoming Council meeting agenda to allow time for further refinements and legal review. Staff would also be incorporating Council feedback as provided during this meeting. Chairman Rowell also noted that Ms. Wagner and staff could schedule individual meetings with Councilmembers if they requested to do so, prior to reintroducing this ordinance.

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.

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

○ **Adjourn**

Motion to adjourn: Councilman Kemp

Second: Councilman Arzillo

Vote: Unanimous

The motion passed and the meeting adjourned.

Wanda Giles, Clerk to Council

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



JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, April 6, 2026

Minutes

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

Staff Present: Clerk to Council Wanda Giles, Kimberly Burgess, Eric Larson, Jim Iwanicki, Chief Russell Wells, and Videographer Jonathan Dunham. Absent: Andrew Fulghum, County Administrator

4:00 PM: Budget Workshop

Jeanine Bostick – Elections and Voter Registration

Ms Jeanine Bostick was not able to attend this meeting.

Sheriff Chris Malphrus – Sheriff's Office, Detention Center, SRO Department, and Animal Shelter

The Jasper County Council convened a workshop to review FY 2026–2027 budget requests, operational priorities, equipment acquisitions, and long-term facility planning for the Jasper County Detention Center and Sheriff's Office. Representatives from the Sheriff's Office and Mobile Communication America presented requests and proposals to Council.

Facility & Capital Infrastructure Planning included the following:

- Current Site & Drainage Improvements
- On-Site Expansion Quote from a study by Moseley Architects was discussed.
- Standalone Facility Concept was discussed for consideration
- The need for a Secondary Emergency Generator due to the existing generator having insufficient power was discussed.
- Council recommended completing further engineering considerations prior to committing to major Capital Improvement Projects (CIP) or purchasing a generator for a location that might eventually be replaced.

Detention Center Operational & Maintenance Budget Requests included the following:

- **Facility Floor Maintenance:** Requested a one-time budget increase for deep cleaning and floor maintenance.
- **Kitchen Upgrades:** Requested funds to replace an obsolete tilting skillet and brazing pan that requires frequent, costly repairs.

- **Staff Handheld Radios:** Requested to purchase 5 handheld radios to ensure detention staff inside the facility can communicate directly with county dispatch and external law enforcement during emergencies.
- **Travel & Training:** Requested additional funds for officer training. Detention officers are required to complete 40 hours of annual training, compared to 20 hours required for standard law enforcement deputies.
- **Officer Uniforms:** Requested additional funds due to a budget shortfall and discussed the cost of complete outfitting for a detention officer.

Law Enforcement Fleet Management & Enterprise Lease Program information:

Vehicle Lease Request: Requested 5 additional leased vehicles to replace high-mileage secondary vehicles for administration, investigators, and transport officers. The Sheriff's Office also discussed their lease program concerns.

Safety & Security Technology Equipment information and requests:

Taser Replacements: Requested funds for 20 new tasers to replace outdated, unsupported units.

Body-Worn Cameras: Requested funds for 40 body cameras (covering 10 officers per shift across 4 shifts). The system features synchronized activation across all cameras on scene and complies with Axon's individual officer licensing requirements.

Transport Vehicles & Cameras: Requested funds for 3 in-car cameras covering driver and prisoner compartments, plus additional funds for additional transport vehicle leases.

Motorola Security & Access Control Presentation:

The Presenters were Anthony Taylor and Brian Cleland of Mobile Communication America (Motorola representative) presented a facility security package.

They provided a Financial Breakdown for the:

- Access Control System Replacement
- Motorola Avigilon AI-Enabled Security Camera System

They discussed the systems capabilities & its installation:

Councilman Ceccarelli inquired about grant funding availability. Presenters noted grant opportunities exist for body/in-car cameras, but in-building camera grants are limited.

Council requested that the Sheriff submit a prioritized list (ranking items from 1 to 5) distinguishing essential "must-haves" from items that can be deferred.

As a follow-up Council agreed to look for a time to schedule a dedicated standalone workshop down the road on this matter.

Adjournment of the Workshop:

The workshop was adjourned to allow Council to proceed directly into its scheduled 5:00 PM regular meeting.

5:00 PM: Council Executive Session

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

04.06.2026 - Minutes

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

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

2. Pledge of Allegiance and Invocation:

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

3. Approval of the Agenda:

Motion to approve: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

4. Approval of the Consent Agenda:

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

Motion to approve: Councilman Kemp

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

CONSENT AGENDA ITEMS:

A) Approval of the Amended Minutes of 10.06.2026 and Minutes 10.20.2026

B) Eric Larson - Consideration of the 3rd Reading of Ordinance #O-2026-14 to authorize Jasper County to convey, through a donation, real estate owned by Jasper County located at 2547 Argent Blvd., Hardeeville to Beaufort Jasper Housing Trust, Inc.

(1st Reading 02.02.2026; Public Hearing and 2nd Reading 03.16.2026)

C) Eric Larson – Consideration of the 3rd Reading of Ordinance #O-2026-13 establishing the Jasper County Greenbelt Program as mandated in the 2024 Referendum on Transportation Sales and Use Tax within Jasper County. (1st reading Feb. 17, 2026; Public Hearing and 2nd Reading 03.16.2026)

This is the end of the Consent Agenda Items.

04.06.2026 - Minutes

5. Executive Session SECTION 30-4-70.

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

(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) Ridgeland Claude-Dean Airport

(2) Litigation Update

(3) Shared Services Agreements

(3) Discussion regarding the development of security personnel or devices.

(1) Security Update by the Sheriff

Chairman Rowell stated for the record, that he would be recusing himself and would not be participating in the executive session item listed on the Agenda as “Shared Services Agreements”. He stated that Vice Chairman Arzillo would be handling that item during / in the executive session.

Motion to go into executive session: Councilman Kemp

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

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

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

6:00 PM: Regular Session

• Come out of Executive Session:

When Council returned to come out of executive session, Chairman Rowell noted that Councilman VanGeison had recused himself from the executive session item listed on the Agenda listed as “Ridgeland Claude-Dean Airport”.

Motion to approve: Councilman Ceccarelli

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

• Return to Open Session:

Motion to approve: Councilman Kemp

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

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

There was no action to be taken at this time from the items on Executive Session.

Chairman Rowell did note that the item on the Executive Session of the Agenda listed as “Shared Services Agreement” would be addressed under Item # 9I of the agenda. He also noted that he would be recusing himself from Item # 9I and Vice Chairman Arzillo would be handling that item on the agenda.

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

6. PRESENTATIONS:

A) Kim Statler, Executive Director of Polaris Tech Charter School and Dr. Karen Wicks, CEO of Royal Live Oaks Academy – Presentation on behalf of Royal Live Oaks Charter School and Polaris Tech Charter School to discuss the roles of Charter Schools within Jasper County and potential avenues for support.

Presentation on Charter Schools in Jasper County was delivered by Kim Statler (Executive Director, Polaris Tech Charter School) and Dr. Karen Wicks (CEO, Royal Live Oaks Academy), accompanied by school board members and Superintendent Cameron Renan.

Economic & Community Information:

- Polaris Tech Charter School: 64 employees, discussed their operating payroll, and their capital investments.
- Royal Live Oaks Academy: 85 employees, discussed their operating payroll, and their capital investment.
- This has created a combined impact of over 150 regional jobs.

Operational & Financial Challenges:

- Presenters cited significant academic gaps among incoming students, necessitating dedicated summer boot camps and specialized support staff (MTSS Director, Title III Director, Special Ed Director, RTI Coordinator, interventionists, tutors, paraprofessionals).
- Wage Competition: Neighboring Beaufort County increased starting teacher salaries from the \$50,000 state average to \$62,000, placing local charter schools at a hiring disadvantage.

- Facilities Funding Disparity: Charter schools receive \$11,645 in state per-pupil allocation compared to local public school district averages of approximately \$22,000; charter schools receive zero dedicated facility funding and must pay debt service from operating funds.

Legislative Update:

- House Bill 5182 (HF 5182): Introduced by Representative Hager and the local delegation to clarify county authority to fund charter schools.
- Representative Hager reported that the Governor vetoed the bill under the premise that counties already possess explicit Home Rule and budget authority to fund charter schools directly.

Presenters confirmed both institutions operate strictly as non-profit schools. Council members discussed scheduling joint work sessions with the City of Hardeeville, Town of Ridgeland, and charter school leadership prior to FY2027 budget deliberations. For more information on this presentation, please visit our YouTube Channel for the video at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA.

7. CITIZEN COMMENTS:

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

Carolyn Smith discussed her concerns for the Jasper County Hunger Free Zone and the Coosawhatchie Community Center. She also mentioned the pantry they had there and the items they lost.

Thelma Austin discussed her concerns about the loss of the Coosawhatchie Community Center.

Keith Bryant discussed his concerns for the Jasper County Hunger Free Zone at the Coosawhatchie Community Center.

Lafayette Weber discussed being a victim of land grabbing in Jasper County and his thoughts of the unfairness of it.

8. RESOLUTIONS

A) Kimberly Burgess - Consideration of Resolution #R-2026-14, a Resolution of Jasper County, South Carolina County Council Resolution approving the State Accommodations Tax Advisory Committee Members.

Ms. Burgess was present to discuss the consideration of Resolution #R-2026-14, a Resolution of Jasper County, South Carolina County Council Resolution approving the State Accommodations Tax Advisory Committee Members. After some discussion Council noted that they needed additional information.

Motion to table until they had further information: Councilman Kemp

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

B) Eric Larson – Consideration of Resolution #R-2026-18, a Resolution of Jasper County, South Carolina Proclaiming the month of April 2026 as Fair Housing Month.

Mr. Larson was present to discuss the consideration of Resolution #R-2026-18, a Resolution of Jasper County, South Carolina Proclaiming the month of April 2026 as Fair Housing Month.

Motion to approve: Councilman Ceccarelli

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

C) Kimberly Burgess - Consideration of Resolution #R-2026-19, a Resolution Authorizing the Jasper County Council to Adopt an Assessment and Appeals Policy for the Administration of the County's Business License Program; And Other Matters Relating Thereto.

Ms. Burgess was present to discuss the consideration of Resolution #R-2026-19, a Resolution Authorizing the Jasper County Council to Adopt an Assessment and Appeals Policy for the Administration of the County's Business License Program.

Motion to approve: Councilman Arzillo

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

9. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

A) Eric Larson – Consideration of the 1st Reading of an Ordinance establishing the Lease Agreement with the Jasper County Chamber of Commerce and the Jasper County Historical Society for the use of the Perry House, located at 403 Russell Street in Ridgeland. (*1st Reading of this item was tabled at the 03.16.2026 Meeting*)

Mr. Larson was present to discuss the consideration of the 1st Reading of an Ordinance establishing the Lease Agreement with the Jasper County Chamber of Commerce and the Jasper County Historical Society for the use of the Perry House, located at 403 Russell Street in Ridgeland. After some discussion Council noted that they needed additional information.

Motion to table: Councilman Kemp

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

B) Eric Larson – Consideration of the 1st Reading of an Ordinance establishing the Property Management Agreement with the Jasper County Chamber of Commerce to Manage the Jasper County Farmer’s Market located at 9935 Jacob Smart Boulevard, Highway 17 South, in the City of Ridgeland. (1st Reading of this item was tabled at the 03.16.2026 Meeting)

Mr. Larson was present to discuss the consideration of the 1st Reading of an Ordinance establishing the Property Management Agreement with the Jasper County Chamber of Commerce to Manage the Jasper County Farmer’s Market located at 9935 Jacob Smart Boulevard, Highway 17 South, in the City of Ridgeland. After some discussion Council noted that they needed additional information.

Motion to table: Councilman Kemp

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

C) Eric Larson - Consideration of the 1st Reading an Ordinance of Jasper County Council to Authorize a Settlement Agreement with Jasper County Radio Control Chapter No. 5096 of the Academy of Model Aeronautics, Inc.

Mr. Larson was present to discuss the consideration of the 1st Reading of an Ordinance of Jasper County Council to Authorize a Settlement Agreement with Jasper County Radio Control Chapter No. 5096 of the Academy of Model Aeronautics, Inc.

Motion to approve: Councilman Ceccarelli

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

D) Jim Iwanicki – Consideration of approval of professional services contract associated with RFQ #2025 -14 for 2025 CTC Paving and 2025/2026 Parking Lot Repair with J Bragg Consulting, Inc for actual cost not to exceed \$100,000.

Mr. Iwanicki was present to discuss the consideration of approval of professional services contract associated with RFQ #2025 -14 for 2025 CTC Paving and 2025/2026 Parking Lot Repair with J Bragg Consulting, Inc for actual cost not to exceed \$100,000.

Motion to approve: Councilman Ceccarelli

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

E) Kim Burgess and Jim Iwanicki– Presentation, Consideration and Approval of RFP #2026-11 Design Build Services for Various Boat Landing Improvements.

Ms. Burgess and Mr. Iwanicki were present to discuss the consideration and approval of RFP #2026-11 Design Build Services for various boat landing improvements. Mr. Iwanicki provided the following information as listed in his staff report.

Bids were received on March 10, 2026, at 1:00pm for the Design Build Services for Various Boat Landing Improvements.

This project included improvements at Beck’s Ferry Landing, Turnbridge Landing, and Knowles Island Pier. The project also included concept designs for B & C Landing, Bolan Hall Landing, Cooks Landing, Corner Lake Landing, Dawson’s Landing, and Tuten’s Landing.

There were two bidders that submitted proposals. Two RFPs were received. The RFPs were scored by a committee consisting of Eric Larson, Director of Development Services, Corey Bivens, Director of Parks and Recreation, and Jim Iwanicki Engineering Services Director. Scoring was based on the following:

Category:	Points (Max)
A. Key Personnel Points	25
B. Experience and Unique Qualifications	25
C. Projects and Past Performance	25
D. Costs	25
	Total 100

Based on the scoring criteria the scoring committee has determined Nix Construction Company is the most responsive RFP. A legislative earmark/grant in the amount of \$750,000.00 from the SC Department of Parks, Recreation, and Tourism has been awarded and the funds have been received which will provide the majority of the funding for the project.

Since Nix’s proposal exceeded the amount of the grant. Staff developed two options to address the shortfall.

Option 1 - Eliminate the construction portion of the Turnbridge Landing, which is a savings of \$448,300 bringing the total of the contract to \$590,004. This would also allow \$159,996 for the resurfacing of Beck’s Ferry parking lot which was not part of this RFP. Mr. Larson contacted Nix Construction, and they agreed to the reduction in scope.

Option 2 – This project is eligible to use Local A/H Tax funding. During the 10.30.2025, Capital Improvement Plan and Budget Workshop, Council identified \$800,000 Local A/H Tax funding to be used for pathways and bridges at Sargent Jasper Park. To accomplish all the proposed work at the boat landings an additional \$438,304 is required (\$288,304 for work identified in this RFP and an additional \$150,000 for the Beck’s Ferry parking lot resurfacing). Staff requested that the \$438,304 be moved from the pathways and bridges project to the boat ramp project. The pathways and bridge project would be moved to FY2027.

The staff recommendation was to award RFP #2026-11 Design Build Services for Various Boat Landing Improvements to Nix Construction Company, Inc. as the most responsive proposer in the amount of \$1,038,304 and authorize the County Administrator to sign the contract. In addition, budget \$438,304 in Local

A/H Tax funding for boat landing improvements and move Sargent Jasper Park Pathways and Bridges projects to FY2027.

Motion to approve: Councilman Kemp

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

F) Kim Burgess and Jim Iwanicki and Kim Burgess – Presentation, Consideration and Approval of IVTB #2026-5 rebid – SJP Walkway, Pavilion, Gazebo Refurb.

Ms. Burgess and Mr. Iwanicki were present to discuss the consideration and approval of IVTB #2026-5 rebid – SJP Walkway, Pavilion, Gazebo Refurb.

Bids were received on March 18, 2026, at 1:00pm for the Sargent Jasper Park Walkway, Pavilion, Gazebo Refurb for IVTB #2026-5. Seven companies attended the mandatory pre-bid meeting held on February 11, 2026, at 1:00pm. This project was to replace the wood decking around the Park Office Building and adding a small section of new decking on the north side of the building.

Two bids were received: CBS Builders, LLC, Hardeeville, S.C. – Bid amt. \$108,743.07 and Nix Construction Company, Inc. Ridgeland, S.C. – Bid amt. \$143,620.10 The staff recommendation was that CBS Builders, LLC was an acceptable bidder and the low bidder, therefore staff recommended awarding Award IVTB #2026-5 Rebid – SJP Walkway, Pavilion, Gazebo Refurb Bid to CBS Builders, LLC in the amount of \$108,743.07

Motion to approve: Councilman Kemp

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

G) Jim Iwanicki - Architectural Professional Services Change Order for the Coosawhatchie Fire Station.

Mr. Iwanicki was present to review and discuss the Architectural Professional Services Change Order for the Coosawhatchie Fire Station. A contract was signed with McMillan Pazdan Smith LLC (MPS) for professional architectural services for the new Coosawhatchie Fire Station in September of 2024 in the amount of \$727,333.00.

MPS started the project and provided programing services based on locating the station at the site of the Old Coosawhatchie School. After these services were provided it was determined that a different property should be used for the fire station and the building footprint should be reduced to stay within budgetary constraints. The services have been on hold for a little over a year as these issues were worked out. The change order is a result of having to duplicate some work previously completed and some minor adjustments for 2026 labor costs. The existing contract defines that these circumstances are conditions that justify additional compensation for the architect.

The parties negotiated the change order to have an additional cost of \$58,510.00, bringing the new contract cost to \$785,843.00, an increase of just over 8%. The staff recommendation was that Council approve the change order for McMillan Pazdan Smith LLC for professional architectural services for the new Coosawhatchie Fire Station in the amount of \$58,510.00 and authorize the County Administrator to sign the contract amendment.

Motion to approve contingent upon the deed: Councilman Kemp

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

H) Jim Iwanicki - 112 Weathersbee Building Renovation Upfit for Assessors Office and Authorization to Engage MBKahn to Prepare a Guaranteed Maximum Price Proposal for the Upfit.

Mr. Iwanicki was present to review and discuss the 112 Weathersbee Building Renovation Upfit for Assessors Office and Authorization to Engage MB Kahn to Prepare a Guaranteed Maximum Price Proposal for the Upfit.

The location of 112 Weathersbee was the temporary home the Pratt Memorial Library. The library project was completed and at the October 30, 2025, Capital Improvement Plan and Budget Workshop the Council consensus was to upfit 112 Weathersbee for the Assessor. During that meeting, \$200,000.00 in GO Bond Series funding was identified to accomplish the upfit. The staff recommendation is that Council approve renovating 112 Weathersbee Building and upfitting it for the Assessor Office with an overall budget of \$500,000.00. In addition, authorize staff to engage MB Kahn to prepare a Guaranteed Maximum Price Proposal for the upfit project for Council approval.

Motion to approve: Councilman Ceccarelli

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

I) Chief Russell Wells – Consideration of the 1st Reading of an Ordinance Amending Chapter 9 of the Code of Ordinances of Jasper County Regarding Fire Protection Districts to Create the Jasper County Rural Fire Protection District; Eliminating all Existing Fire Protection Districts; Authorizing the Novation of all Outstanding Bonds and Other Debt Obligations to the New District; Requesting and Accepting Dedication of County-Funded Fire Capital Equipment and Facilities; Authorizing a Fire Service Contract Between the New District and The City Of Hardeeville; Authorizing the Lease of Certain County Real Property; Authorizing the Conveyance of Certain Personal Property; and Other Matters Relating Thereto.

Chairman Rowell recused himself from this item and the meeting was turned over to Vice Chairman Arzillo for the duration of this agenda item. Chief Wells was present to review and discuss the consideration of the 1st Reading of an Ordinance 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.

Motion to approve: Councilman Kemp

Second: Councilman Ceccarelli

Vote: 4 yes votes; 1 recusal from Chairman Rowell

The motion passed.

The meeting was turned back over to the Chairman.

10. Councilmember Comments and Discussion – Councilmember Comments were given but there were no comments that required action.

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.

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

11. Adjournment:

Motion to approve: Councilman Kemp

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

The motion passed and the meeting was adjourned.

Wanda Giles, Clerk to Council

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



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	October 19, 2026
Agenda Item:	4.B
Project:	Approval of 3 rd reading for the sale of Approximately 10 Acres of County-Owned Property at Cypress Ridge Business and Industrial Park.
Request:	County Council is requested to consider and approve, the 3 rd reading, an ordinance authorizing the sale of approximately ten (10) acres of County-owned property within the Cypress Ridge Business and Industrial Park to Six by Six Holdings, LLC for \$400,000.00.
Action Needed:	Approve Ordinance No. O-2026-32 on 3 rd reading authorizing the sale and approving the Agreement of Purchase and Sale.
Recommendation:	Staff recommends approval of Ordinance No. O-2026-32 on 3 rd reading, authorizing the sale of the property to Six by Six Holdings, LLC in accordance with the terms of the Agreement of Purchase and Sale.

Description:

Jasper County owns approximately ten (10) acres of property within the Cypress Ridge Business and Industrial Park in Ridgeland, South Carolina, identified as a portion of Tax Parcel No. 048-00-01-009. Six by Six Holdings, LLC has entered into an Agreement of Purchase and Sale with the County for the acquisition of the property at a purchase price of \$400,000.00.

The final acreage and legal description will be established by a survey in accordance with the Agreement of Purchase and Sale. The proposed sale will transfer the County-owned property to the purchaser for future private development within the Cypress Ridge Business and Industrial Park.

Staff Recommendation:

Staff recommends approval of Ordinance No. O-2026-32 on first reading, authorizing the sale of the property to Six by Six Holdings, LLC in accordance with the terms of the Agreement of Purchase and Sale.

Attachment(s):

Ordinance 2026-32
Draft Property Sales Agreement
Location Map

JASPER COUNTY, SOUTH CAROLINA

ORDINANCE NO. O-2026-32

AN ORDINANCE OF JASPER COUNTY COUNCIL, SOUTH CAROLINA, AUTHORIZING THE SALE OF APPROXIMATELY TEN (10) ACRES OF COUNTY-OWNED REAL PROPERTY LOCATED WITHIN THE CYPRESS RIDGE BUSINESS AND INDUSTRIAL PARK TO SIX BY SIX HOLDINGS, LLC; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT OF PURCHASE AND SALE AND RELATED CLOSING DOCUMENTS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County is the owner of certain real property consisting of approximately ten (10) acres, more or less, being a portion of Tax Parcel No. 048-00-01-009, located within the Cypress Ridge Business and Industrial Park, Ridgeland, Jasper County, South Carolina (the “**Property**”); and

WHEREAS, the County and Six by Six Holdings, LLC, a South Carolina limited liability company (“**Purchaser**”), have negotiated an Agreement of Purchase and Sale (the “**Purchase Agreement**”), a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, providing for the sale and purchase of the Property; and

WHEREAS, the Property is more particularly identified and described on **Exhibit “A”** to the Purchase Agreement, with the final legal description and exact acreage to be established by a survey in accordance with the terms of the Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the purchase price for the Property is Four Hundred Thousand and No/100 Dollars (\$400,000.00), subject to the terms, conditions, adjustments, and prorations set forth therein; and

WHEREAS, the Purchase Agreement provides for an initial earnest money deposit of One Thousand and No/100 Dollars (\$1,000.00), with the balance of the purchase price to be paid at closing, subject to the terms of the Purchase Agreement; and

WHEREAS, the Purchase Agreement provides Purchaser with a due diligence period of one hundred twenty (120) days, with the option for up to two (2) thirty-day extensions upon payment of the applicable extension deposits (as defined in the Purchase Agreement), during which Purchaser may conduct surveying, environmental, geotechnical, wetlands, title, and other due diligence activities; and

WHEREAS, the Purchase Agreement provides that the legal description and exact acreage of the Property shall be established through a survey prepared by a registered South Carolina surveyor and approved in accordance with the terms of the Purchase Agreement; and

WHEREAS, the Purchase Agreement provides that closing shall occur on or before thirty (30) days following expiration of the Due Diligence Period (as defined in the Purchase Agreement), as extended, subject to the satisfaction of the conditions contained therein; and

WHEREAS, the Purchase Agreement expressly provides that it is subject to formal ratification by County Council; and

WHEREAS, County Council has determined that entering into the Purchase Agreement and authorizing the sale of the Property is in the best interest of the County and its citizens, subject to the terms and conditions contained in the Purchase Agreement and this Ordinance.

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

Section 1. Authorization of Sale

County Council hereby authorizes the sale of approximately ten (10) acres, more or less, of County-owned real property located within the Cypress Ridge Business and Industrial Park, Ridgeland, South Carolina, being a portion of Tax Parcel No. 048-00-01-009, to Six by Six Holdings, LLC, for a purchase price of Four Hundred Thousand and No/100 Dollars (\$400,000.00), subject to the terms and conditions of the Purchase Agreement.

Section 2. Approval and Ratification of Purchase Agreement

The Purchase Agreement between Jasper County, South Carolina, as Seller, and Six by Six Holdings, LLC, as Purchaser, is hereby approved and ratified by County Council. A copy of the Purchase Agreement is attached hereto as **Exhibit "A"** and incorporated herein by reference and shall be maintained in the official records of Jasper County.

Section 3. Final Legal Description and Acreage

The final legal description and exact acreage of the Property conveyed pursuant to this Ordinance shall be established by a survey prepared by a registered South Carolina surveyor in accordance with the Purchase Agreement. The final survey and legal description shall be used for preparation and recording of the deed conveying the Property.

Section 4. Authorization of Interim County Administrator

In connection with the execution and delivery of the PSA, the Interim County Administrator is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable. Any actions previously undertaken by the Interim County

Administrator, County Council or County staff in connection with the execution and delivery of the PSA prior to the enactment of this Ordinance are hereby ratified and confirmed.

Section 5. Closing and Conveyance

The Property shall be conveyed to Purchaser in accordance with the Purchase Agreement upon satisfaction of all applicable closing conditions. The deed conveying the Property shall be executed and delivered on behalf of the County by the Interim County Administrator or other authorized representative and shall contain the final legal description established by the approved survey.

Section 6. Purchase Price and Proceeds

The purchase price of Four Hundred Thousand and No/100 Dollars (\$400,000.00) shall be paid in accordance with the Purchase Agreement. The Interim County Administrator and appropriate County officials are authorized to take all actions necessary to receive and account for the proceeds of the sale in accordance with applicable County policies, ordinances, and South Carolina law.

Section 7. Conditions of Sale

The sale authorized by this Ordinance shall remain subject to the terms and conditions of the Purchase Agreement, including, without limitation, Purchaser's due diligence and title review rights, the completion and approval of the survey, applicable closing requirements, and all other conditions contained in the Purchase Agreement.

Section 8. Severability

If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Repealer

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

Section 7. Inconsistency

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

Section 9. Effective Date

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

JASPER COUNTY, SOUTH CAROLINA

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

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE: # O- 2026-32

First Reading: Sept. 21, 2026
Second Reading: Oct. 5, 2026
Public Hearing: Oct. 5, 2026
Third Reading: 10.19.2026
Enactment: _____

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

PURCHASE AND SALE AGREEMENT.
“Exhibit A”

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

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

Date

Exhibit “A”

AGREEMENT OF PURCHASE AND SALE

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

RECITALS:

WHEREAS, Seller owns certain real property in Jasper County, South Carolina, more specifically identified as that certain tract or parcel of land being located in Jasper County, South Carolina consisting of ± 10 acres, more or less, being a portion of Tax Parcel number of 048-00-01-009, as generally depicted on **Exhibit “A”** attached hereto and by this reference made a part hereto, located in the Cypress Ridge Business and Industrial Park, Ridgeland, SC, together with any improvements thereon and all easement rights, personal property, contract rights, permits, licenses and other rights benefitting and pertaining to the Property (collectively, the “**Property**”); and

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

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

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

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

2.1 **Purchase Price.** The purchase price for the Property shall be Four Hundred Thousand and No/100 Dollars (\$400,000) (“**Purchase Price**”), to be paid as follows:

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

b. \$399,000.00, representing the balance of the purchase price to be due and payable at closing (as defined below), and such costs as are Purchaser’s responsibility, subject to such adjustments and prorations provided herein, including credit for any extension payment made to extend the Due Diligence Period as set forth below.

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

2.3 Earnest Money.

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

This Agreement constitutes and shall serve as escrow instructions to Escrow Agent for the purposes of administering the escrow account and Earnest Money. In the event (i) any dispute arises between Seller and Purchaser regarding the disbursement of the Earnest Money or (ii) Escrow Agent receives conflicting instructions with respect thereto, Escrow Agent shall withhold such disbursement until otherwise instructed in writing by both parties or until directed by a court of competent jurisdiction. If Escrow Agent incurs fees or expenses as a result of such a dispute, then Seller and Purchaser shall split equally the payment of such fees and/or expenses between them. Seller and Purchaser agree that, except as provided herein, Escrow Agent shall incur no liability whatsoever in connection with Escrow Agent’s performance under this Agreement. Seller and Purchaser hereby jointly and severally release and waive any claims they may have against Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage caused by any of its employees' acts of wanton or willful misconduct while performing as Escrow Agent.

3. Survey.

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

The Survey shall also identify and depict any proposed utility easements serving or benefiting the adjacent properties, including the location, dimensions, and approximate limits thereof, and such utility

easements shall be incorporated into the applicable easement documents to be executed and recorded at Closing.

4. **Inspection.**

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

(b) Purchaser shall have one hundred twenty (120) days from the Effective Date ("**Due Diligence Period**") to inspect the Property and to conduct all other due diligence matters, including but not limited to surveying, geotechnical testing, Phase 1 and 2 environmental site assessments, Due Diligence studies, and wetlands delineations. Purchaser may terminate this Agreement for any or no reason by giving written notice to Seller on or before the last day of the Due Diligence Period, in which event all Earnest Money, less \$100.00 which shall be delivered to Seller as consideration for removing the Property from the market, shall be promptly refunded to Purchaser and the parties to this Agreement shall be relieved of all rights and obligations hereunder, except for those that by the express terms hereof survive any termination of this Agreement.

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

If Purchaser determines, in its sole and absolute discretion, that the Property is unsuitable for the intended use, or for any reason or for no reason, Purchaser may terminate this Agreement by written notice to Seller prior to the expiration of the Due Diligence Period (as the same may be extended pursuant to Section 4(c) above), in which event the Earnest Money, less \$100.00 which shall be delivered to Seller as consideration for removing the Property from the market, shall be returned to Purchaser and the parties shall be relieved of any further rights or obligations hereunder. If Purchaser elects to terminate this Agreement by providing written notice of its intention to terminate to Seller, Purchaser shall restore the Property to its condition immediately prior to entry thereon by Purchaser and Purchaser's Agents, and shall deliver to Seller any materials prepared in Purchaser's investigation of the Property, but specifically excluding information relating to Purchaser's business such as market studies, as soon as practicable thereafter. If Purchaser does not so notify Seller in writing of its intention to terminate prior to the expiration

of the Due Diligence Period, Purchaser shall be deemed to have determined the Property to be suitable for the intended use and this Agreement shall continue in full force and effect pursuant to the terms contained herein, and the Earnest Money shall become non-refundable except for Seller default in performing its obligations hereunder.

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

5. **Closing.**

5.1 Closing Date. Closing shall occur on or before thirty (30) days after expiration of the Due Diligence Period (as the same may be extended pursuant to Section 4(c) above). The date on which Closing occurs shall be referred to as the “**Closing Date**”.

5.2 Closing Costs and Prorations.

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

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

Ad valorem taxes against the Property for tax year 2026 shall not be pro-rated, as County-owned property is exempt.

5.3 Title.

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

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

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

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

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

5.4 Closing Documents.

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

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

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

(c) **Utility Easement.** At Closing, Purchaser shall execute and deliver to Seller a utility easement in a form reasonably acceptable to Seller, providing for the installation, construction, operation, maintenance, repair, replacement, and removal of utilities to serve adjacent

properties, including, without limitation, electric, natural gas, water, sanitary sewer, telecommunications, and other public or private utility facilities. The location and dimensions of such easement shall be depicted on the Survey and shall be reasonably acceptable to Purchaser and Seller. The utility easement shall be recorded concurrently with the Deed.

(d) **No Lien Affidavit.** An affidavit and indemnification agreement, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company, subject however to the restriction that South Carolina governmental bodies are prohibited from indemnifying others), that there are no amounts owed for labor, materials or services with respect to the Property.

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

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

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

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

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

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

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

6. **Seller's Representations.**

Seller represents without warranty to Purchaser as follows:

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

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

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

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

Seller's representations are true and correct as of the Effective Date and the continued truth and accuracy thereof at the time of Closing shall be a condition to all of Purchaser's obligations under this

Agreement. Seller shall notify Purchaser promptly of any facts that Seller may receive after the Effective Date, actual notice of which would cause any of Seller's representations to be untrue on the date of each Closing.

Purchaser acknowledges that this Agreement is entered into by Purchaser without reliance on any covenants, warranties, statements or representations, either written or oral, express or implied, by Seller, or by any agent, employee or representative of Seller, or by any broker or other person purporting to represent Seller, except as specifically set forth in this Agreement. Purchaser represents that its decision to enter into this Agreement is based on Purchaser's independent investigation and evaluation of the Property and the merits for consummating the transactions contemplated by this Agreement. Purchaser is aware of the South Carolina constitutional prohibition against governmental bodies indemnifying or holding harmless any contracting party.

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

7. Purchaser's Representations.

Purchaser represents to Seller as follows:

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

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

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

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

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

8. General Provisions.

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

such ten (10) day period, Purchaser shall be deemed to have elected to continue this Agreement in accordance with clause (b) of this Section 8.1.

8.2 No Joint Venture; Third-Party Beneficiaries.

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

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

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

8.4 Default and Remedies.

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

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

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

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

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

If to Purchaser:

Six by Six Holdings, LLC
10876 N. Jacob Smart Boulevard
Ridgeland, SC 29936
Attention: Chalyn Perez
chalyn.perez@salaciaconstruction.com

With a copy to:

Email: _____

If to Seller:

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

With a copy to:

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

If to Escrow Agent:

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

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

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

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

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

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

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

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

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

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

9. THE PARTIES ACKNOWLEDGE THE EXISTENCE AND INCORPORATION BY REFERENCE OF THE ATTACHED “ADDENDUM #1 TO AGREEMENT OF PURCHASE AND SALE.”

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

Witnesses:

SELLER:

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

By: _____ (SEAL)

Name: James Iwanicki

Its: County Administrator

Date: _____

PURCHASER:

Six by Six Holdings, LLC

By: _____ (SEAL)

Name: Chalyn Perez

Its: _____

Date: _____

ACKNOWLEDGMENT AND AGREEMENT OF ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges receipt of a fully executed copy of the above and foregoing Agreement, together with the Deposit provided for therein, and agrees to hold and make payment of such Deposit in accordance with the provisions of the above and foregoing Agreement, this ____ day of _____, 2026.

ESCROW AGENT:

_____, PA

By:

Name: _____

Title:

EXHIBIT A
Legal Description
(Preliminary)



ADDENDUM # 1 TO AGREEMENT OF PURCHASE AND SALE

The Agreement of Purchase and Sale (“Agreement”) entered into by and between **Jasper County**, a political subdivision of the State of South Carolina (hereinafter “**Seller**”), and Six by Six Holdings, LLC, a South Carolina limited liability company (hereinafter “**Purchaser**”) dated _____, 2026, is hereby amended as follows:

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

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

Signatures on following page

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

SELLER:

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

By: _____ (SEAL)

Name: James Iwanicki

Its: County Administrator

Date: _____

SIGNATURES CONTINUE ON
FOLLOWING PAGE

PURCHASER:

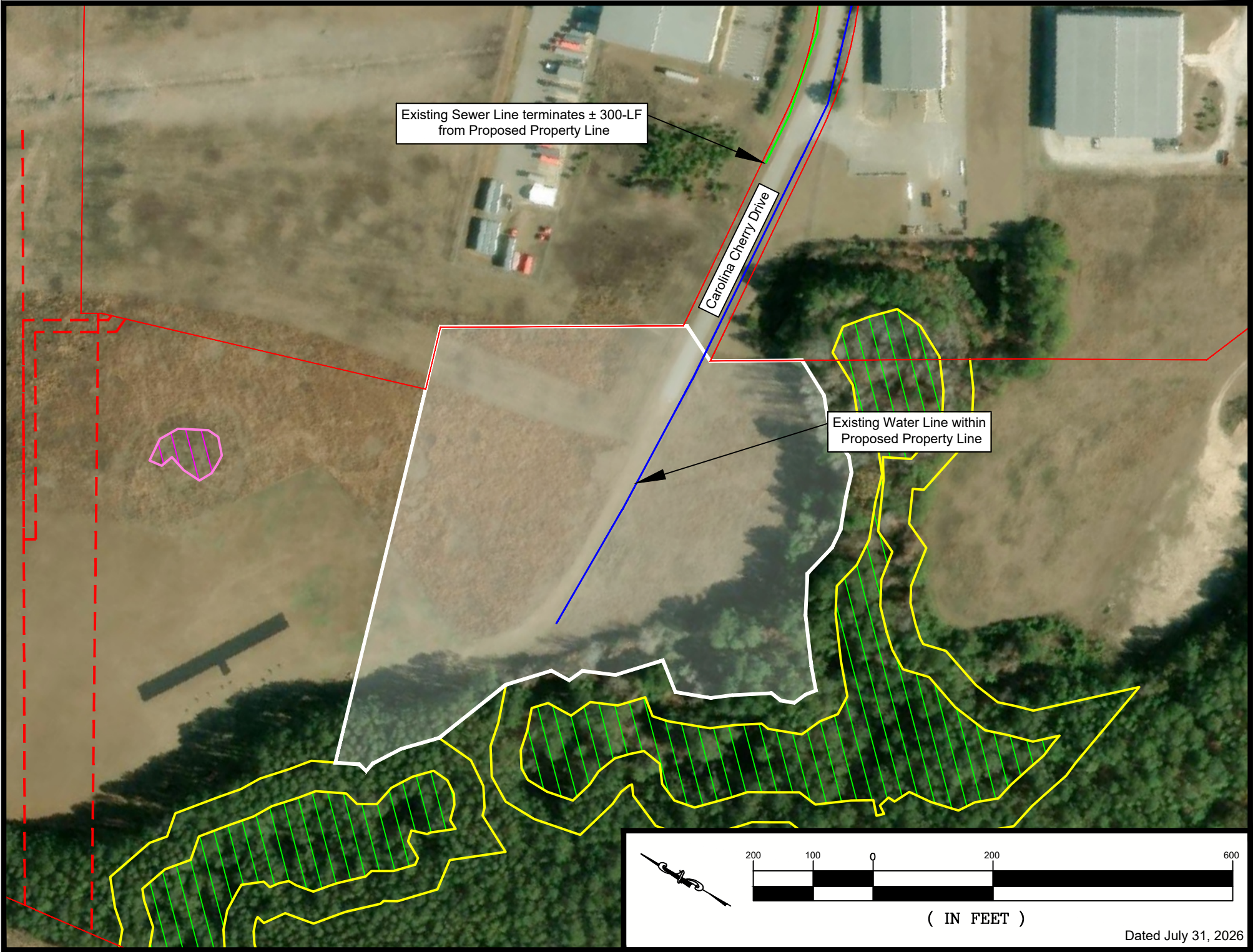
Six by Six Holdings, LLC

By: _____ (SEAL)

Name: Chalyn Perez

Its: _____

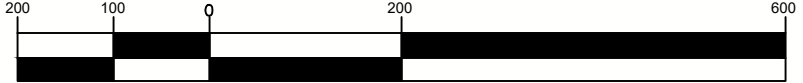
Date: _____



Existing Sewer Line terminates ± 300-LF
from Proposed Property Line

Carolina Cherry Drive

Existing Water Line within
Proposed Property Line



(IN FEET)

Dated July 31, 2026



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	October 19, 2026
Agenda Item:	4.C
Project:	Lease of the Robertville Community Center to Beaufort-Jasper EOC for Head Start/Early Head Start services.
Request:	County Council is requested to consider approval of the 3 rd Reading of an Ordinance authorizing Jasper County to enter into a lease agreement with the Beaufort-Jasper Economic Opportunity Commission, Inc. (EOC) for the continued use of a portion of the Robertville Community Center located at 9731 Cotton Hill Road, Pineland, South Carolina, for operation of its Head Start/Early Head Start program.
Action Needed:	Approval of the 3 rd Reading of Ordinance: O-2026-33
Recommendation:	Staff recommends that County Council approve the 3 rd Reading of Ordinance O-2026-33, authorizing the lease agreement with the Beaufort-Jasper Economic Opportunity Commission, Inc. for continued use of the Robertville Community Center for Head Start/Early Head Start services.

Description:

The Beaufort-Jasper Economic Opportunity Commission, Inc. has utilized a portion of the Robertville Community Center for its Head Start program since 2007. The proposed lease will allow the EOC to continue providing early childhood education and related services to children and families in Jasper County. The proposed lease has an initial term of five (5) years, commencing August 1, 2026, and ending July 31, 2031, with provisions for annual renewal subject to the terms of the agreement. The monthly rent is \$1.00. The lease also establishes the responsibilities of the County and the EOC regarding maintenance, repairs, utilities, insurance, custodial services, and use of the leased premises.

Staff Recommendation:

Staff recommends that County Council approve 3rd Reading of Ordinance O-2026-33 authorizing the lease agreement with the Beaufort-Jasper Economic Opportunity Commission, Inc. for continued use of the Robertville Community Center for its Head Start/Early Head Start program.

Attachment(s):

Ordinance 2026-33
Draft Lease Agreement

**JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-33**

AN ORDINANCE AUTHORIZING JASPER COUNTY TO ENTER INTO A LEASE AGREEMENT WITH THE BEAUFORT-JASPER ECONOMIC OPPORTUNITY COMMISSION, INC. FOR THE USE OF THE ROBERTVILLE COMMUNITY CENTER LOCATED AT 9731 COTTON HILL ROAD IN PINELAND, SOUTH CAROLINA AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County is the owner of that certain improved real property with an address of 9731 Cotton Hill Road, Pineland, South Carolina 29934 bearing the Tax Map Number 015-00-01-032 (the “**Robertville Community Center**”); and

WHEREAS, the Beaufort-Jasper Economic Opportunity Commission, Inc. (“**Tenant**”) offers a variety of services and opportunities to citizens of the County in the form of a Head Start Program; and

WHEREAS, the Tenant has occupied a portion of the Robertville Community Center (the “**Leased Premises**”) pursuant to a Memorandum dated June 12, 2007 and executed by the County Administrator; and

WHEREAS, County Council believes that it will benefit the citizens of the County to allow Tenant to continue its occupancy of the Leased Premises pursuant to a Lease, a copy of which is attached hereto as Exhibit A and made a part hereof (the “**Lease**”); and

WHEREAS, the terms of the Lease provide for Tenant to lease the Leased Premises for a cost that is arguably less than the fair market value of the leasehold interest. The County is cognizant that its authority to dispose of real property is limited by a fiduciary duty to act in the best interest of the public.¹ The County has a fiduciary duty to receive consideration of “reasonably equivalent value” in exchange for its sale or conveyance of real property.² In determining what constitutes “reasonably equivalent value,” the County is not limited to considering the monetary value received for the property but may also “consider indirect benefits resulting to the public in determining what is a fair and reasonable return for disposition of its properties...”³; and

WHEREAS, the County is further mindful of and has considered the requirements of *Nichols v. South Carolina Research Authority*, 290 S.C. 415, 351 S.E.2d 155 (1986) and *WDW*

¹ *Haesloop v. City Council of Charleston*, 115 S.E. 596, 600 (S.C. 1923).

² *Id.*

³ Quoting *McKinney v. City of Greenville*, 203 S.E.2d 680, 688 (S.C. 1974).

Properties v. County of Sumter, 342 S.C. 6, 535 S.E.2d 631 (2000) (the “Byrd Test”), wherein public purpose of the below-market leasehold to the Tenant is determined by reference to following four-part test: (1) what is the ultimate goal or benefit to the public intended by the project; (2) are public parties or private parties the primary beneficiaries; (3) is the benefit to the public speculative; and (4) what is the probability that public interest shall be served and to what degree.

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

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

Section 1. Ratification of the Findings

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

Section 2. Ratification of the Byrd Test; Recital of Indirect Benefits.

A. The County further reaffirms the criteria set forth by the South Carolina Supreme Court when it established the Byrd Test. The County, in leasing the Community Center to the Company, complies with the objective provisions of the Byrd Test as described in Section 2(B).

B. With regard to the Byrd Test recited above, the County affirms that:

(1) the Robertville Community Center is an underutilized County asset and the usage of such facility by the Tenant ensures adequate usage of the facility and foster the continued education of the County’s citizens while also promoting and growing community involvement therein;

(2) although some benefits inure to the Tenant, the County is the primary beneficiary because the Tenant’s usage of the Community Center provides a direct economic impact to the County through increased betterment of the citizens in the County;

(3) the benefit to the public is not speculative as the Tenant has been successfully operating out of the Community Center under a prior Agreement since 2007; and

(4) the public interest shall be greatly served, as the Tenant’s usage of the Community Center is expected to benefit citizens within the County. The Tenant provides comprehensive early childhood education, health, nutrition, and parent involvement services to low-income children and families, which is beneficial to the success of the County and its general welfare.

Section 3. Authorization for Lease

A. Under the laws of the State, the County is authorized to lease, sell, or otherwise dispose of real property.

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

Section 4. Other Documents; Ratification of Prior Actions

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

Section 5. Severability

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

Section 6. Repealer

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

Section 7. Inconsistency

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

Section 8. Effect

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

JASPER COUNTY, SOUTH CAROLINA

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

ATTEST:

Wanda Simmons-Giles, Clerk to Council

ORDINANCE: # O- 2026-33

First Reading: Sept. 21, 2026

Second Reading: Oct. 5, 2026

Public Hearing Oct. 5, 2026

Third Reading: Oct. 19, 2026

Enactment: _____

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

LEASE AGREEMENT.
“Exhibit A”

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

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

Date

EXHIBIT “A”

Lease Agreement

STATE OF SOUTH CAROLINA)

COUNTY OF JASPER)

LEASE AGREEMENT

THIS LEASE AGREEMENT made this ____ day of _____, 2026 (this “**Lease**”), between Jasper County, South Carolina, a political subdivision of the State of South Carolina (“**Landlord**”), and the Beaufort-Jasper Economic Opportunity Commission, Inc. (“**Tenant**”).

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **DESCRIPTION OF THE PREMISES.** Landlord does hereby demise and lease unto Tenant and Tenant accepts and leases from Landlord that certain portion of the premises located at 9731 Cotton Hill Road, Pineland, South Carolina 29934 (Tax Map Number 015-00-01-032) as further show on the map attached hereto as Appendix 1 and identified as “Head Start Programs” (the “**Leased Premises**”).
2. **TERM.** The term of this Lease shall be five (5) years commencing on August 1, 2026 (the “**Effective Date**”) and ending on July 31, 2031 (the “**Initial Term**”). Failure to give written notice of termination of this Lease by either party at least ninety (90) days prior to the termination date of the Initial Term, or the termination date of any subsequent term resulting from automatic renewal, shall result in an automatic renewal of this Lease for an additional one-year (1 year) period (the Initial Term and any successful renewal term, collectively, the “**Term**”). However, in no event shall this Lease automatically renew more than ten (10) successive times (not extending fifteen (15) years from the Effective Date). While this Lease is in force and effect, subject to Landlord’s rights for shared parking facilities hereunder, Tenant shall have exclusive use and possession of the Leased Premises upon receipt of rent. Notwithstanding the foregoing, during the Term Landlord, in its sole and exclusive discretion, shall be entitled to terminate this Lease on six (6) months prior written notice to Tenant.
3. **RENT.** The rent payable hereunder is One and No/100 Dollars (\$1.00) monthly, due and payable on the first day of each month during the Term.
4. **AUTHORIZED USE.** Tenant agrees to use the demised premises for operation of the Beaufort-Jasper Head Start/Early Head Start (HS/EHS), unless otherwise agreed by the

parties, which agreement shall be memorialized by a written amendment or supplement to this Lease. Tenant further agrees that it will not use or permit the Leased Premises to be used for any use in violation of laws, ordinances and regulations or any governmental body or authority applicable to the Leased Premises. Tenant will not do or permit any act or omission which will increase the rate of insurance on the Leased Premises, and if such rate be increased due to such act or omission by Tenant, Tenant shall pay Landlord the amount of such increased cost of insurance. Tenant agrees to maintain the Leased Premises and upon termination or other expiration of the Term, deliver the Leased Premises in good condition, reasonable wear and tear accepted.

5. **TENANT'S ALTERATIONS.** The Tenant may alter, replace or add to the improvements of the Leased Premises at its own expense, subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld or delayed.
6. **TRADE FIXTURES, BUSINESS EQUIPMENT, AND FURNISHINGS.** Tenant may install, at its expense and without Landlord's consent, trade fixtures, moveable office partitions, furniture and business equipment and other personal property, and may remove the same at any time. Any damage to the Leased Premises caused thereby shall be timely repaired by Tenant at its sole cost and expense. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Leased Premises.
7. **TENANT'S MAINTENANCE AND REPAIR OF PREMISES.**
 - a) Tenant agrees to maintain and repair the Leased Premises as follows: (i) Landlord shall keep the interior of the Leased Premises, including the plumbing, closets, pipes and electrical systems and fixtures in good order and condition, keep the water pipes and connections free of ice and other obstructions during the Term at Landlord's expense; (ii) Landlord shall keep the exterior woodwork freshly painted; (iii) Landlord shall keep the exterior walls, foundations, roof, sanitation system, water pipes and all outside plumbing and grounds, including routine lawn mowing and tree removal, in good repair; and (iv) Landlord shall maintain heating and air conditioning equipment by performing periodic inspections and servicing thereof. The Landlord shall repair or replace the equipment when necessitated by ordinary wear and tear.

b) Notwithstanding any other provision of this paragraph, the parties agree that neither the

Tenant nor the Landlord shall be responsible for replacement or repair of catastrophic failure of a major system of the demised premises, e.g., roof or HVAC system, and such needs will be addressed on a case-by-case basis by mutual agreement.

c) The Landlord shall provide custodial services for those areas designated as “Common Spaces” as shown on Attachment 1 – Leased Premises contained herein. The Tenant shall be responsible for custodial services in the areas designated as “Head Start Programs” as shown on Attachment 1 – Leased Premises contained herein.

d) Should Landlord fail, within a reasonable time after notice of the repairs of and to the demised premises that ought to be made pursuant to the terms of this Lease, to make such repairs, Tenant may declare the terms of this Lease to be in default and seek the remedies provided for under the terms of this Lease or otherwise provided by law.

8. **TAXES.** The Landlord shall pay all taxes and assessments upon the real or personal property, if any, associated with the Lease Premises.

9. **UTILITIES.** Landlord shall initiate, contract for and obtain, in its name, all utility services required on the Leased Premises, including, but not limited to gas, electricity, water, sanitary sewer or other necessary utility functions. Landlord shall pay all charges for those services as they become due. Tenant shall provide telephone and internet services at the Tenant’s expense.

10. INSURANCE, INJURIES AND PROPERTY DAMAGE.

(a) Tenant shall, at all times during the Term, maintain with a reputable insurance carrier, a policy or policies of insurance generally known as public liability or landlord and tenant policies insuring the Tenant against any and all claims and demands made by any person or persons for injuries received in connection with the operation, use, and maintenance of the Leased Premises, and for any other risk insured against by such liability policies. Tenant shall maintain a Commercial General Liability Policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Landlord shall be named as an additional insured on such policy. Tenant must provide adequate proof of insurance to Landlord on the Effective Date. Failure to maintain proper insurance under this Section 10 shall be considered a breach of this Lease and, notwithstanding any other breach, default or termination provisions herein, shall result in the immediate termination of this Lease without any required notice. Upon such termination, all payments received by Landlord

shall be retained by Landlord as liquidated damages for such breach.

(b) Tenant shall, at all times during the Term of this Lease, keep the personal property, fixtures and equipment included therein, insured against loss by fire, flood, earthquake, and so-called extended coverage perils, in an amount of not less than the actual replacement cost thereof or the full insurable value thereof, whichever is greater. The Landlord shall, at all times during the Term of this Lease, keep the Premises, together with all improvements included therein, insured against loss by fire, flood, earthquake, and so-called extended coverage perils, in an amount of not less than the actual replacement cost thereof or the full insurable value thereof, whichever is greater.

(c) Tenant shall produce written evidence of all insurance requirements hereunder in writing within 24 hours of a written request from Landlord. Notwithstanding any other limitation herein, such information may be produced or provided through electronic means, including electronic mail.

11. **INDEMNIFICATION.** Tenant hereby indemnifies Landlord and agrees to save it harmless from and against all claims, actions, damages, liability and expenses, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or in any way relating to the occupancy or use by Tenant of the Leased Premises or any part thereof of any other part of Landlord's property, including, but not limited to, any act or omission of Tenant, its officers, agents, contractors or employees; any default, breach, violation or nonperformance of this Lease by Tenant; any injury to person or property or loss of life sustained in or about the Leased Premises, during the term of this Lease.
12. **ASSIGNMENT OR SUBLEASE.** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, or by operation of law, and neither all nor any part of the Leased Premises shall be sublet by Tenant.
13. **SIGNS.** The Tenant shall not install any advertisements or signs on any part of the Leased Premises without the Landlord's written consent, which will not be unreasonably withheld or delayed. All signs shall comply with applicable zoning or other land use regulations.
14. **QUIET POSSESSION.** Subject to Tenant's obligation to remit timely payment of all required rent, perform and comply with all covenants and provisions of this Lease and further subject to all rights retained by the Landlord herein, the Tenant may quietly enjoy

the Leased Premises during the Term of this Lease.

15. **LANDLORD'S RIGHT OF ENTRY.** Landlord and its agents and representatives shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, provided that such right shall be exercised in such manner as not to interfere with Tenant in the conduct of its activities on the Leased Premises.
16. **NOTICE.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested to the party to be notified, at the address set forth herein or at such other address as the party may, from time to time, designate in writing. Every notice shall be deemed to have been given at that time it shall be deposited in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a Summons or other legal process.

Landlord: **Jasper County**
County Administrator
358 Third Avenue
Post Office Box 1149
Ridgeland, South Carolina 29936

Tenant: **Beaufort-Jasper Economic**
Opportunity Commission, Inc.
Executive Director
60 Robert Smalls Pkwy
Beaufort, SC 29906

17. **DEFAULT BY TENANT.** If Tenant shall make default in paying rent or making any other payment herein provided for, or if the Tenant shall breach any covenant, term or condition of this lease or part thereof, and any such default or breach shall continue for a period of thirty (30) days, after written notice to Tenant, the Landlord may, at its option, terminate this lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the Leased Premises by force, summary proceeding or otherwise and remove all persons and property therein, without being liable to indictments, prosecution or damage therefore and Tenant hereby expressly waives the

service of any notice in writing of intention to re-enter the Leased Premises.

18. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.

Notwithstanding any other provisions hereof, in the event that the Leased Premises, including all improvements, alterations, additions and changes made by either party hereto, are partially or totally damaged, destroyed or rendered unfit for Tenant's use or habitation by fire, tornado or other casualty, this Lease shall immediately become null, void and of no effect.

19. SURRENDER OF PREMISES. Tenant agrees to turn over all keys and to surrender the Leased Premises at the expiration or sooner termination of this Lease, broom clean and leave in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements accepted, and Tenant shall remove all of its property.

20. ESTOPPEL CERTIFICATES. Tenant shall from time to time, within ten (10) days following written notice from Landlord execute, acknowledge and deliver to the Landlord a written statement certifying that this Lease is in full force and effect. This statement should also state whether or not the Landlord is in default in performance of any covenant or condition of this Lease. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with this covenant shall constitute an acknowledgment by the Tenant that this Lease is unmodified and in full force and effect, and shall constitute a waiver of any defaults by the Landlord which may have existed prior to the date of such notice.

21. HOLDING OVER. This Lease expires at the end of the Term, but it is expressly understood that if Tenant holds for another month at the end of said Term for any purpose other than the removal of its property, the Landlord accepts rent for said month, such acceptance shall operate a renewal of the tenancy for another month and for each additional month for which Landlord accepts rent. Should Landlord require possession of the Leased Premises, it shall give tenant thirty (30) days to vacate the said Premises during such holdover period.

22. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

23. **COUNTERPARTS.** This Lease may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

24. **SEVERABILITY.** In the event that any term or provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first written above.

WITNESSES:

LANDLORD:
JASPER COUNTY, SOUTH CAROLINA

By: _____
James Iwanicki
Interim County Administrator

AND

TENANT:
BEAUFORT-JASPER ECONOMIC
OPPORTUNITY COMMISSION, INC.

By: _____
James G. Williams
Executive Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that James Iwanicki as Interim County Administrator of Jasper County personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of _____, 2026.

Signature of Notary Public
Notary Public for: South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

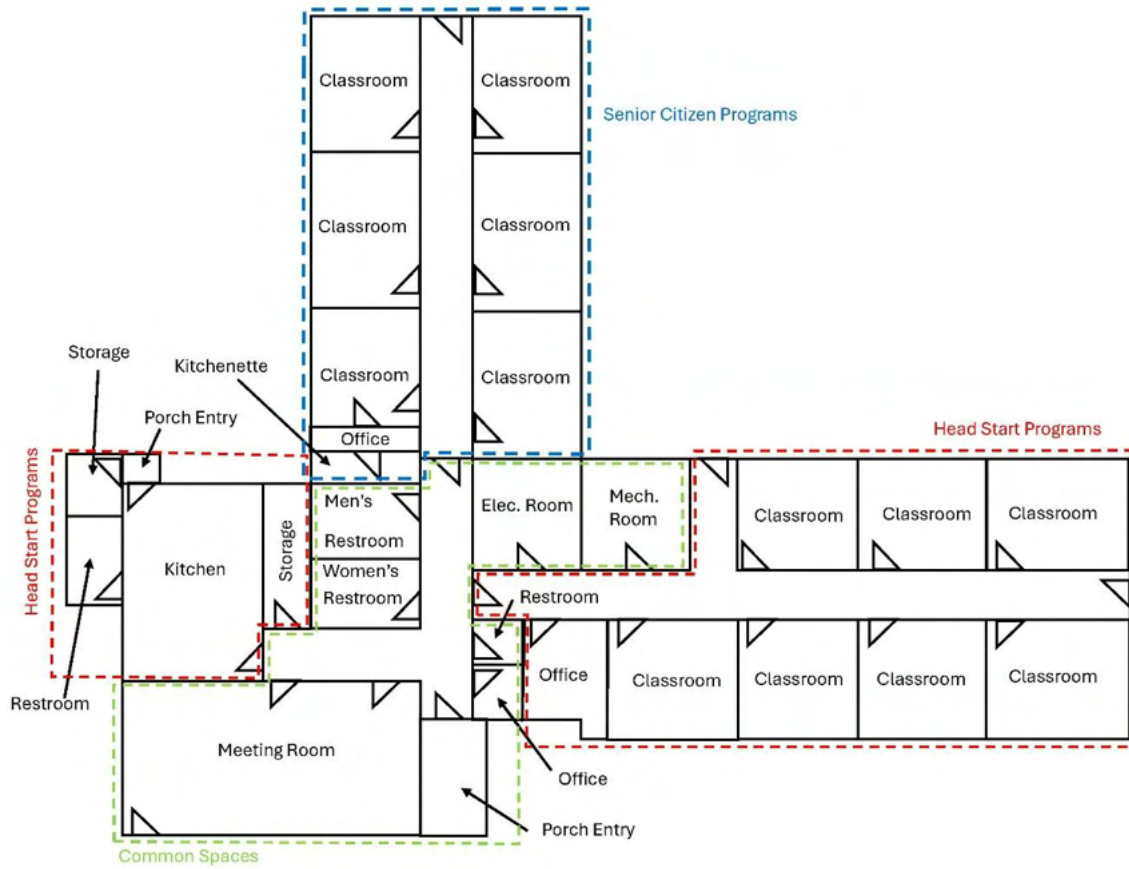
I, the undersigned Notary Public, do hereby certify that James G. Williams, Executive Director of Beaufort-Jasper Economic Opportunity Commission, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of _____, 2026.

Signature of Notary Public
Notary Public for: South Carolina
My commission expires: _____

ATTACHMENT 1

Leased Premises





Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	October 19, 2026
Agenda Item:	4.D
Project:	Lease of a portion of the Robertville Community Center to the Jasper County Council on Aging for the provision of senior services and programs to residents of Jasper County.
Request:	County Council is requested to consider approval of the 3 rd Reading of an Ordinance authorizing Jasper County Council on Aging for use of a portion of the Robertville Community Center.
Action Needed:	Approval of the 3 rd Reading of Ordinance: O-2026-34
Recommendation:	Staff recommends that County Council approve 3 rd Reading of Ordinance O-2026-34, authorizing the lease agreement with the Jasper County Council on Aging for use of a portion of the Robertville Community Center.

Description:

The proposed lease will allow the Jasper County Council on Aging to continue using a designated portion of the Robertville Community Center, located at 9731 Cotton Hill Road in Pineland, for senior citizen programs and services. The Council on Aging has occupied a portion of the facility since 2007 and provides programs and opportunities that benefit senior citizens throughout Jasper County. The five-year lease term will run from August 1, 2026, through July 31, 2031, at a monthly rental rate of \$1.00. The lease also establishes the responsibilities of the County and the Council on Aging regarding maintenance, repairs, utilities, insurance, custodial services, and use of the leased premises.

Staff Recommendation:

Staff recommends that County Council approve 3rd Reading of Ordinance O-2026-34, authorizing the lease agreement with the Jasper County Council on Aging for continued use of a portion of the Robertville Community Center for senior citizen programs and services.

Attachment(s):

Ordinance 2026-34
Draft Lease Agreement

**JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-34**

AN ORDINANCE AUTHORIZING JASPER COUNTY TO ENTER INTO A LEASE AGREEMENT WITH THE JASPER COUNTY COUNCIL ON AGING FOR THE USE OF THE ROBERTVILLE COMMUNITY CENTER LOCATED AT 9731 COTTON HILL ROAD IN PINELAND, SOUTH CAROLINA AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County is the owner of that certain improved real property with an address of 9731 Cotton Hill Road, Pineland, South Carolina 29934 bearing the Tax Map Number 015-00-01-032 (the “**Robertville Community Center**”); and

WHEREAS, the Jasper County Council on Aging (“**Tenant**”) provides a variety of services and opportunities to senior citizens of the County; and

WHEREAS, the Tenant has occupied a portion of the Robertville Community Center (the “**Leased Premises**”) since June of 2007; and

WHEREAS, County Council believes that it will benefit the citizens of the County to allow Tenant to continue its occupancy of the Leased Premises pursuant to a Lease, a copy of which is attached hereto as Exhibit A and made a part hereof (the “**Lease**”); and

WHEREAS, the terms of the Lease provide for Tenant to lease the Leased Premises for a cost that is arguably less than the fair market value of the leasehold interest. The County is cognizant that its authority to dispose of real property is limited by a fiduciary duty to act in the best interest of the public.¹ The County has a fiduciary duty to receive consideration of “reasonably equivalent value” in exchange for its sale or conveyance of real property.² In determining what constitutes “reasonably equivalent value,” the County is not limited to considering the monetary value received for the property but may also “consider indirect benefits resulting to the public in determining what is a fair and reasonable return for disposition of its properties...”³; and

WHEREAS, the County is further mindful of and has considered the requirements of *Nichols v. South Carolina Research Authority*, 290 S.C. 415, 351 S.E.2d 155 (1986) and *WDW Properties v. County of Sumter*, 342 S.C. 6, 535 S.E.2d 631 (2000) (the “Byrd Test”), wherein public purpose of the below-market leasehold to the Tenant is determined by reference to

¹ *Haesloop v. City Council of Charleston*, 115 S.E. 596, 600 (S.C. 1923).

² *Id.*

³ Quoting *McKinney v. City of Greenville*, 203 S.E.2d 680, 688 (S.C. 1974).

following four-part test: (1) what is the ultimate goal or benefit to the public intended by the project; (2) are public parties or private parties the primary beneficiaries; (3) is the benefit to the public speculative; and (4) what is the probability that public interest shall be served and to what degree.

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

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

Section 1. Ratification of the Findings

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

Section 2. Ratification of the Byrd Test; Recital of Indirect Benefits.

A. The County further reaffirms the criteria set forth by the South Carolina Supreme Court when it established the Byrd Test. The County, in leasing the Community Center to the Company, complies with the objective provisions of the Byrd Test as described in Section 2(B).

B. With regard to the Byrd Test, the County affirms that:

(1) the Robertville Community Center is an underutilized County asset and the usage of such facility by the Tenant ensures adequate usage of the facility and foster the continued education of the County's citizens while also promoting and growing community involvement therein;

(2) although some benefits inure to the Tenant, the County is the primary beneficiary because the Tenant's usage of the Community Center provides a direct economic impact to the County through increased betterment of the citizens in the County;

(3) the benefit to the public is not speculative as the Tenant has been successfully operating out of the Community Center since June of 2007; and

(4) the public interest shall be greatly served, as the Tenant's usage of the Community Center is expected to benefit citizens within the County. The Tenant provides numerous programs for senior citizens of Jasper County, which is beneficial to the success of the County and its general welfare.

Section 3. Authorization for Lease

A. Under the laws of the State, the County is authorized to lease, sell, or otherwise dispose of real property.

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

Section 4. Other Documents; Ratification of Prior Actions

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

Section 5. Severability

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

Section 6. Repealer

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

Section 7. Inconsistency

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

Section 8. Effect

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

JASPER COUNTY, SOUTH CAROLINA

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

ATTEST:

Wanda Simmons-Giles, Clerk to Council

ORDINANCE: # O- 2026-34

First Reading: Sept. 21, 2026
Second Reading: October 5, 2026
Public Hearing: October 5, 2026
Third Reading: October 19, 2026
Enactment: _____

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

LEASE AGREEMENT.
“Exhibit A”

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

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

Date

EXHIBIT “A”

Lease Agreement

STATE OF SOUTH CAROLINA)

COUNTY OF JASPER)

LEASE AGREEMENT

THIS LEASE AGREEMENT made this ____ day of _____, 2026 (this “**Lease**”), between Jasper County, South Carolina, a political subdivision of the State of South Carolina (“**Landlord**”), and the Jasper County Council on Aging (“**Tenant**”).

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **DESCRIPTION OF THE PREMISES.** Landlord does hereby demise and lease unto Tenant and Tenant accepts and leases from Landlord that certain portion of the premises located at 9731 Cotton Hill Road, Pineland, South Carolina 29934 (Tax Map Number 015-00-01-032) as further show on the map attached hereto as Appendix 1 and identified as “Senior Citizen Programs” (the “**Leased Premises**”).
2. **TERM.** The term of this Lease shall be five (5) years commencing on August 1, 2026 (the “**Effective Date**”) and ending on July 31, 2031 (the “**Initial Term**”). Failure to give written notice of termination of this Lease by either party at least ninety (90) days prior to the termination date of the Initial Term, or the termination date of any subsequent term resulting from automatic renewal, shall result in an automatic renewal of this Lease for an additional one-year (1 year) period (the Initial Term and any successful renewal term, collectively, the “**Term**”). However, in no event shall this Lease automatically renew more than ten (10) successive times (not extending fifteen (15) years from the Effective Date). While this Lease is in force and effect, subject to Landlord’s rights for shared parking facilities hereunder, Tenant shall have exclusive use and possession of the Leased Premises upon receipt of rent. Notwithstanding the foregoing, during the Term, Landlord in its sole and exclusive discretion, shall be entitled to terminate this Lease on six (6) months prior written notice to Tenant.
3. **RENT.** The rent payable hereunder is One and No/100 Dollars (\$1.00) monthly, due and payable on the first day of each month during the Term.
4. **AUTHORIZED USE.** Tenant agrees to use the demised premises for operation of the Jasper County Council of Aging Senior Program, unless otherwise agreed by the parties,

which agreement shall be memorialized by a written amendment or supplement to this Lease. Tenant further agrees that it will not use or permit the Leased Premises to be used for any use in violation of laws, ordinances and regulations or any governmental body or authority applicable to the Leased Premises. Tenant will not do or permit any act or omission which will increase the rate of insurance on the Leased Premises, and if such rate be increased due to such act or omission by Tenant, Tenant shall pay Landlord the amount of such increased cost of insurance. Tenant agrees to maintain the Leased Premises and upon termination or other expiration of the Term, deliver the Leased Premises in good condition, reasonable wear and tear accepted.

5. **TENANT'S ALTERATIONS.** The Tenant may alter, replace or add to the improvements of the Leased Premises at its own expense, subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld or delayed.
6. **TRADE FIXTURES, BUSINESS EQUIPMENT, AND FURNISHINGS.** Tenant may install, at its expense and without Landlord's consent, trade fixtures, moveable office partitions, furniture and business equipment and other personal property, and may remove the same at any time. Any damage to the Leased Premises caused thereby shall be timely repaired by Tenant at its sole cost and expense. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Leased Premises.
7. **TENANT'S MAINTENANCE AND REPAIR OF PREMISES.**
 - a) Tenant agrees to maintain and repair the Leased Premises as follows: (i) Landlord shall keep the interior of the Leased Premises, including the plumbing, closets, pipes and electrical systems and fixtures in good order and condition, keep the water pipes and connections free of ice and other obstructions ~~and provide custodial services~~ during the Term at Landlord's expense; (ii) Landlord shall keep the exterior woodwork freshly painted; (iii) Landlord shall keep the exterior walls, foundations, roof, sanitation system, water pipes and all outside plumbing and grounds, including routine lawn mowing and tree removal, in good repair; and (iv) Landlord shall maintain heating and air conditioning equipment by performing periodic inspections and servicing thereof. The Landlord shall repair or replace the equipment when necessitated by ordinary wear and tear.
 - b) Notwithstanding any other provision of this paragraph, the parties agree that neither the

Tenant nor the Landlord shall be responsible for replacement or repair of catastrophic failure of a major system of the demised premises, e.g., roof or HVAC system, and such needs will be addressed on a case-by-case basis by mutual agreement.

c) The Landlord shall provide custodial services for those areas designated as “Common Spaces” as shown on Attachment 1 – Leased Premises contained herein. The Tenant shall be responsible for custodial services in the areas designated as “Senior Citizen Programs” as shown on Attachment 1 – Leased Premises contained herein.

d) Should Landlord fail, within a reasonable time after notice of the repairs of and to the demised premises that ought to be made pursuant to the terms of this Lease, to make such repairs, Tenant may declare the terms of this Lease to be in default and seek the remedies provided for under the terms of this Lease or otherwise provided by law.

8. **TAXES.** The Landlord shall pay all taxes and assessments upon the real or personal property, if any, associated with the Lease Premises.
9. **UTILITIES.** Landlord shall initiate, contract for and obtain, in its name, all utility services required on the Leased Premises, including, but not limited to gas, electricity, water, sanitary sewer or other necessary utility functions. Landlord shall pay all charges for those services as they become due. Tenant shall provide telephone and internet services at the Tenant’s expense.

10. INSURANCE, INJURIES AND PROPERTY DAMAGE.

(a) Tenant shall, at all times during the Term, maintain with a reputable insurance carrier, a policy or policies of insurance generally known as public liability or landlord and tenant policies insuring the Tenant against any and all claims and demands made by any person or persons for injuries received in connection with the operation, use, and maintenance of the Leased Premises, and for any other risk insured against by such liability policies. Tenant shall maintain a Commercial General Liability Policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Landlord shall be named as an additional insured on such policy. Tenant must provide adequate proof of insurance to Landlord on the Effective Date. Failure to maintain proper insurance under this Section 10 shall be considered a breach of this Lease and, notwithstanding any other breach, default or termination provisions herein, shall result in the immediate termination of this Lease without any required notice. Upon such termination, all payments received by Landlord

shall be retained by Landlord as liquidated damages for such breach.

(b) Tenant shall, at all times during the Term of this Lease, keep the personal property, fixtures and equipment included therein, insured against loss by fire, flood, earthquake, and so-called extended coverage perils, in an amount of not less than the actual replacement cost thereof or the full insurable value thereof, whichever is greater. The Landlord shall, at all times during the Term of this Lease, keep the Premises, together with all improvements included therein, insured against loss by fire, flood, earthquake, and so-called extended coverage perils, in an amount of not less than the actual replacement cost thereof or the full insurable value thereof, whichever is greater.

(c) Tenant shall produce written evidence of all insurance requirements hereunder in writing within 24 hours of a written request from Landlord. Notwithstanding any other limitation herein, such information may be produced or provided through electronic means, including electronic mail.

11. **INDEMNIFICATION.** Tenant hereby indemnifies Landlord and agrees to save it harmless from and against all claims, actions, damages, liability and expenses, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or in any way relating to the occupancy or use by Tenant of the Leased Premises or any part thereof of any other part of Landlord's property, including, but not limited to, any act or omission of Tenant, its officers, agents, contractors or employees; any default, breach, violation or nonperformance of this Lease by Tenant; any injury to person or property or loss of life sustained in or about the Leased Premises, during the term of this Lease.
12. **ASSIGNMENT OR SUBLEASE.** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, or by operation of law, and neither all nor any part of the Leased Premises shall be sublet by Tenant.
13. **SIGNS.** The Tenant shall not install any advertisements or signs on any part of the Leased Premises without the Landlord's written consent, which will not be unreasonably withheld or delayed. All signs shall comply with applicable zoning or other land use regulations.
14. **QUIET POSSESSION.** Subject to Tenant's obligation to remit timely payment of all required rent, perform and comply with all covenants and provisions of this Lease and further subject to all rights retained by the Landlord herein, the Tenant may quietly enjoy

the Leased Premises during the Term of this Lease.

15. **LANDLORD'S RIGHT OF ENTRY.** Landlord and its agents and representatives shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, provided that such right shall be exercised in such manner as not to interfere with Tenant in the conduct of its activities on the Leased Premises.
16. **NOTICE.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested to the party to be notified, at the address set forth herein or at such other address as the party may, from time to time, designate in writing. Every notice shall be deemed to have been given at that time it shall be deposited in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a Summons or other legal process.

Landlord: **Jasper County**
County Administrator
358 Third Avenue
Post Office Box 1149
Ridgeland, South Carolina 29936

Tenant: **Jasper County Council on Aging**
Director
P.O. Box 641
Ridgeland, SC 29936

17. **DEFAULT BY TENANT.** If Tenant shall make default in paying rent or making any other payment herein provided for, or if the Tenant shall breach any covenant, term or condition of this lease or part thereof, and any such default or breach shall continue for a period of thirty (30) days, after written notice to Tenant, the Landlord may, at its option, terminate this lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the Leased Premises by force, summary proceeding or otherwise and remove all persons and property therein, without being liable to indictments, prosecution or damage therefore and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter the Leased Premises.

18. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.

Notwithstanding any other provisions hereof, in the event that the Leased Premises, including all improvements, alterations, additions and changes made by either party hereto, are partially or totally damaged, destroyed or rendered unfit for Tenant's use or habitation by fire, tornado or other casualty, this Lease shall immediately become null, void and of no effect.

19. SURRENDER OF PREMISES. Tenant agrees to turn over all keys and to surrender the Leased Premises at the expiration or sooner termination of this Lease, broom clean and leave in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this Lease, ordinary wear and tear and damage by the elements accepted, and Tenant shall remove all of its property.

20. ESTOPPEL CERTIFICATES. Tenant shall from time to time, within ten (10) days following written notice from Landlord execute, acknowledge and deliver to the Landlord a written statement certifying that this Lease is in full force and effect. This statement should also state whether or not the Landlord is in default in performance of any covenant or condition of this Lease. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with this covenant shall constitute an acknowledgment by the Tenant that this Lease is unmodified and in full force and effect, and shall constitute a waiver of any defaults by the Landlord which may have existed prior to the date of such notice.

21. HOLDING OVER. This Lease expires at the end of the Term, but it is expressly understood that if Tenant holds for another month at the end of said Term for any purpose other than the removal of its property, the Landlord accepts rent for said month, such acceptance shall operate a renewal of the tenancy for another month and for each additional month for which Landlord accepts rent. Should Landlord require possession of the Leased Premises, it shall give tenant thirty (30) days to vacate the said Premises during such holdover period.

22. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

23. **COUNTERPARTS.** This Lease may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

24. **SEVERABILITY.** In the event that any term or provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first written above.

WITNESSES:

LANDLORD:
JASPER COUNTY, SOUTH CAROLINA

By: _____
James Iwanicki
Interim County Administrator

AND

TENANT:
JASPER COUNTY COUNCIL ON AGING

By: _____
Lila Resh
Director

By: _____
Cathy Morgan
President

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that James Iwanicki as Interim County Administrator of Jasper County personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of _____, 2026.

Signature of Notary Public
Notary Public for: South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Lila Resh, Director of Jasper County Council on Aging personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of _____, 2026.

Signature of Notary Public
Notary Public for: South Carolina
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

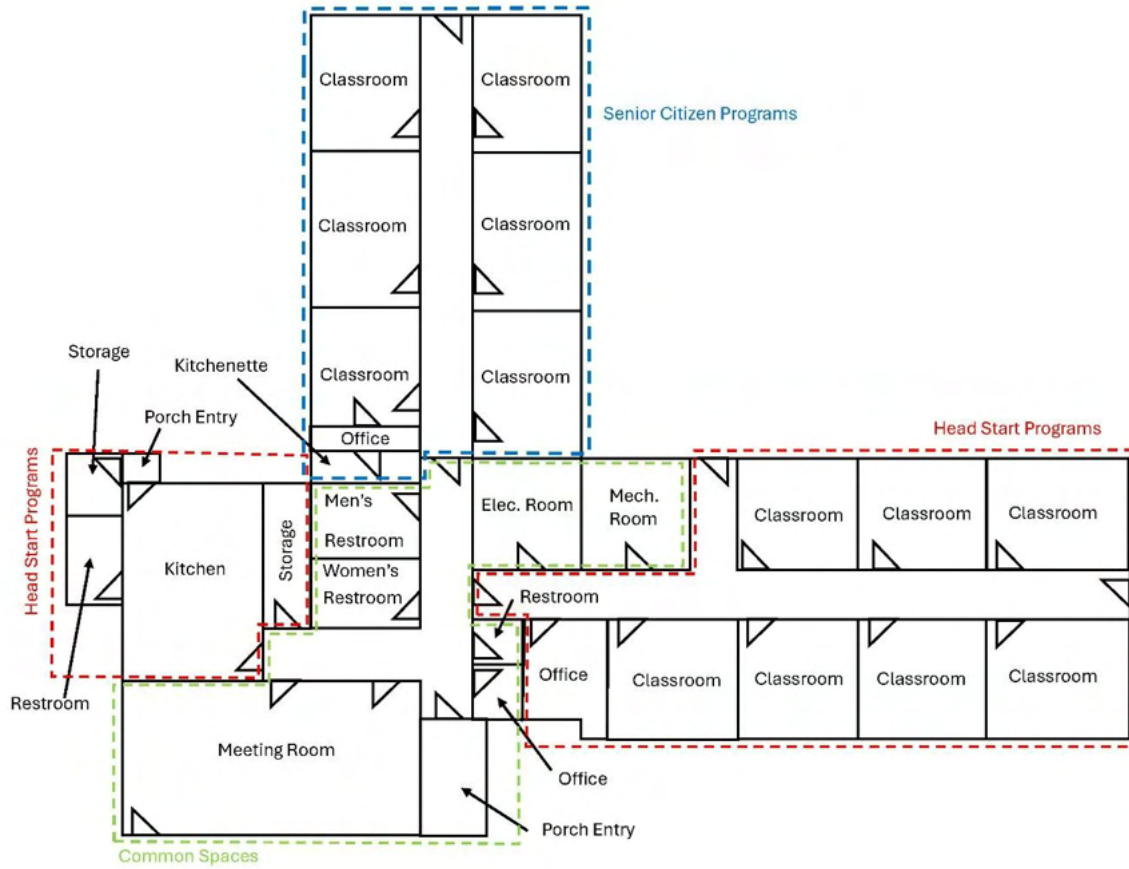
I, the undersigned Notary Public, do hereby certify that Cathy Morgan, President of Jasper County Council on Aging personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of _____, 2026.

Signature of Notary Public
Notary Public for: South Carolina
My commission expires: _____

ATTACHMENT 1

Leased Premises



AGENDA

ITEM# 6:

Presentations: None

AGENDA

ITEM# 7A



- PROCLAMATION -

Whereas, alcohol and drug abuse affect individuals, families, and communities across the nation; and

Whereas, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

Whereas, it is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

Whereas, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

Whereas, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

Whereas, businesses, government, law enforcement, military, media, health care providers, religious institutions, schools, organizations such as the Young Marines of the Marine Corps League and other community-based organizations will demonstrate their commitment to foster a healthy, drug-free lifestyle; and

Whereas, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

Whereas, October 26th – October 30th has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

Whereas, the community of Jasper County further commits to promoting the ongoing future success of Red Ribbon Week;

Now, Therefore, Be It Resolved, the Jasper County Council of *Jasper County, South Carolina*, do hereby support and proclaim in observance *October 26th thru October 30th, 2026*, as **RED RIBBON WEEK**, and urge all citizens to join in this special observance.

Dated this 19th day of October 2026.

(SEAL)

By: _____

W.J. Rowell, III, Chairperson of the Jasper County Council

AGENDA

ITEM# 8

Citizen Comments

AGENDA

ITEM# 9A

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2026-69

**RESOLUTION OF JASPER COUNTY COUNCIL TO
AUTHORIZE THE COUNTY ADMINISTRATOR TO
EXECUTE THE ANNUAL CONTRACT WITH COURTHOUSE
COMPUTER SYSTEMS, INC., 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 contract greater than \$25,000 and included in the 2027 fiscal year budget, and

Provider	Dept.	Description	Contract Term	FY27 Budget Amount	GL Account
Courthouse Computer Systems Inc.	Register of Deeds	Annual Data Conversion, Licensing, Software Support and Website Maintenance	Jan. 1, 2027 – December 31, 2032	\$ 20,500	01-085- 2400

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 contract referenced in this resolution.

SIGNATURES FOLLOW

This Resolution No. R- 2026-69 was made on this 19th day of October 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

Courthouse Computer Systems – Software as a Service Agreement

AGREEMENT made by and between Courthouse Computer Systems, Inc., (“Licensor”) and Jasper County (“Licensee”).

The “Agreement” covers data conversion, licensing, software support and website maintenance for a contract period of January 1st 2027 through December 31st 2032 as outlined below:

1. Definition

- 1.1. “Designated Environment” means the computer equipment currently in place in the office
- 1.2. “Error” means a material failure of the Software to function in conformity with the Specifications
- 1.3. “Licensed Copies” means the number of copies of the Software being licensed to the Licensee
- 1.4. “Location(s)” means the Licensee office at 358 Third Avenue Ridgeland, SC 29936
- 1.5. “Office” means the Jasper County Register of Deeds office.
- 1.6. “Software” refers to any of the supported software modules defined in section two of this Agreement.

2. Software Modules Included

1. Fee Collection and Document Recording
2. Document Indexing
3. Document Imaging
4. Public Inquiry
5. Online Inquiry (Web)
6. Fee Reporting
7. Historical Document Scanning
8. Backup and Conversion Protection
9. Fraud Detection Notification Service
10. Image Redaction and Image Cleanup

3. Services Provided by Licensor

1. Data Conversion – The Licensor will convert all existing TIFF document images and indexing data extracted from the Kofile system currently in use.
2. Website Maintenance - The Licensor will provide Internet hosting of Land Record Indexes and Images for the Licensee. The Licensee will have the capability to upload new index information and images on a daily basis.
3. Telephone Support - The Licensor will provide telephone numbers that can be used as needed by the Licensee for assistance regarding the supported Software Modules and services. Telephone support is available during normal business hours (8:00AM to 5:00PM Monday through Friday). Licensor responds to all telephone support issues based upon the criticality of the issue, with systems that are completely non-functional receiving highest priority.

Licensors endeavors, but does not guarantee, to respond to all non-critical issues within one business day.

4. Remote Support –Licensors will provide remote on-line support for the software modules through direct broadband connectivity provided by the Licensee. Remote online support allows the Licensors to perform system troubleshooting and make certain updates or configuration changes more quickly.
5. Licensors will maintain the software in compliance with all South Carolina standards for indexing real-property documents as the same may be amended or replaced during the contract period.
6. Monthly Record Extracts – Licensors will supply monthly extracts of records recorded, scanned, and indexed in the Register of Deeds office to up to three external customers of the Register of Deeds.
7. Additional Services – The Licensors is available to provide additional services as needed at separately negotiated rates that are not included within the terms of this Agreement. These services include, but are not limited to, onsite document scanning, automated detection and redaction of sensitive information such as Social Security and driver's license numbers from documents, Image Shield file versioning and recovery, and the digital conversion of images to microfilm for archiving.

4. Licensee Responsibilities

1. Licensee shall allow Licensors to possess a master administrative password allowing access to the Software and Licensee's system as is necessary to complete Licensors' responsibilities under this Agreement.
2. Licensee shall periodically complete a total backup of all databases maintained by the office.
3. Licensee shall permit free and full access, including secure remote access, to the system as is necessary for Licensors to provide service.
4. Licensee shall provide equipment that is dependable and sufficient to meet the needs of the office.
5. Licensee shall provide remote connectivity so that Licensors can securely connect to the network and access individual machines in the Register of Deeds office to provide support.

5. Loaner Equipment

1. During the installation of software in the office, the Licensors may loan computer equipment to assist in the transition. All equipment provided by the Licensors remains the property of the Licensors. Any loaner equipment provided by the Licensors will be done so free of charge.

6. Software License

Licensors grants Licensee a non-exclusive, non-transferable license to use up to eight copies of the CCS Workstation Software and Documentation solely for its internal operations at the Location and on the Designated Environment for the term of this Agreement. Licensors grants Licensee a non-exclusive, non-transferable license for

unlimited copies of the CCS Search Software and Documentation solely for its internal operations at the Location and on the Designated Environment for the term of this Agreement. All Software and Documentation remains the property of the Licensor. Licensee agrees to not make unauthorized copies of the Software and Documentation.

Licensee maintains full and irrevocable rights to data and images maintained within the system. Licensee has the authority to convert this data to a different system at the Licensee's sole discretion.

7. Proprietary Rights

Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software or Documentation are and shall remain the property of the Licensor, and nothing in this Agreement should be construed as transferring any aspect of such rights to the Licensee.

8. Confidentiality

8.1 Confidential Information

"Confidential Information", shall mean the Software and associated Documentation. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that, subject to the South Carolina public records laws, it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than office or county employees with a need to know such confidential information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Should the Licensee receive a request for information concerning the Software or Documentation, the Licensee shall notify the Licensor. Should any request seek information which the Licensor believes is "Confidential Information" but which the Licensee in good faith believes is a public record under South Carolina law, the Licensor shall have the right to defend any action brought against the Licensee seeking disclosure of such information.

8.2 Unauthorized Disclosure

Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of Confidential Information, or any other breach of confidentiality and shall fully cooperate with the efforts of Licensor to regain possession of the Confidential Information and to prevent the further prohibited use or disclosure of the Confidential Information.

9. Warranty

9.1 Operation

Licensor represents to Licensee that: (1) during the Agreement Period, the Software shall operate without any Errors; and (2) upon notification to Licensor during the Agreement Period of any errors, Licensor will, during its normal business hours and at no cost to Licensee, use reasonable efforts to correct such Errors which are reproducible and verifiable by Licensor.

10. Price

For the Software License, Implementation Services, and Software Maintenance Services outlined in this Agreement, Licensee agrees to pay Licensor a monthly subscription fee of \$3333.33. The Property Transfer Notification System ("Fraud Alert") is provided for an annual maintenance fee of \$500.00. Support fees regarding the Courthouse Computer Systems eRecording Portal are billed directly to the eRecording submission vendor and are not the responsibility of the Licensee. The Licensor agrees that the software licensing and monthly maintenance and support fee for the services outlined in this Agreement will not increase for the duration of the Agreement. If desired by Licensee, Licensor will convert copies of document images to film at a cost of .055 (five and a half cents) per image.

11. Optional Additional Services

11.1 Customization

Additional time allotments for software customization are available on a time and materials basis of \$150 per hour.

12. Term and Termination of Agreement

12.1 Termination and Remedy

Licensee may terminate the Agreement without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement which is not remedied within thirty days of Licensee's notice to Licensor of the breach and Licensee's intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts that are already accrued and owing or which Licensee has agreed to pay.

12.2 Breach

The Licensor may terminate this Agreement, without prejudice to any other remedy Licensor may have, immediately without further obligation to Licensee, in the event of any breach by Licensee, which cannot be remedied within thirty days of Licensor's notice to Licensee of the breach and Licensor's intent to terminate the License.

12.3 Cessation of Use

Upon Termination of this Agreement, Licensee will cease using the Software and Documentation and return all copies of the Software, Documentation, and all other Confidential Information in its possession or destroy all copies of such

materials residing in computer memory. Licensor shall be entitled to enter the Location(s) to repossess any Software, Documentation, and any other Confidential Information. Licensee shall, within ten days from the effective date of termination, certify in writing that all copies of the Software and Documentation have been returned, deleted, and destroyed.

12.4 Non-Appropriation

Licensor acknowledges that Licensee is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of Licensee's obligations under this contract, then this contract shall automatically expire without penalty to Licensee thirty (30) days after written notice to Licensor of the unavailability and non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract.

In the event of a change in the Licensee's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Licensee's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Licensee upon written notice to Licensor of such limitation or change in Licensee's legal authority

13. Renewal

This Agreement will renew automatically for subsequent terms of one year at a monthly cost of \$3333.33 to cover both software licensing and software maintenance. Licensor shall notify Licensee sixty days in advance of the renewal date of any changes to the Agreement. Acceptance will be assumed if the Licensee does not notify Licensor at least thirty days prior to the renewal date.

14. Validity

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

15. Survival

Sections 6, 7, and 8 shall survive the termination of this Agreement for any reason.

16. Choice of Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with South Carolina law, without any consideration of its rules governing conflicts of law; and both parties agree that exclusive venue for any action, whether at law or in equity, shall be in a court of competent jurisdiction in South Carolina.

19. Entire Agreement

This Agreement and its schedules and Addendums comprise the entire Agreement between the parties for licensing and support and is not subject to change or modification except by written Agreement signed by both parties.

LICENSOR:

LICENSEE:

Signature

Signature

Name

Name

Title

Title

Date

Date

AGENDA

ITEM# 9B



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	October 19, 2026
Agenda Item:	9.B
Project:	Funding request to commit matching grant funds in the amount of \$47,000 for a South Carolina Department of Commerce (SCDOC) Rural Development Initiative (RDI) Grant to construct a dog park at Sergeant Jasper Park.
Request:	Consideration of Resolution R-2026-70 to authorize the submission of a RDI Grant to SCDOC for funding consideration in an amount up to \$423,000.
Action Needed:	Consideration of Resolution R-2026-70
Recommendation:	Staff recommends approval of Resolution R-2026-70 and authorization to submit the funding applications.

Description:

A Dog Park at Sergeant Jasper Park is currently under design. Sergeant Jasper Park is the premier park location for the County and includes many other amenities. The Project will enhance the offerings at the park and increase park usage. The proximity to I-95 Exit 8 will provide opportunities to invite travelers to stop and rest at the park and further increase the park use. Increased traffic to the park from both citizens and visitors will stimulate additional growth near Exit 8, providing increased tax revenue, opportunities for jobs, and increased tourism.

the South Carolina Department of Commerce (SCDOC) Rural Development Initiative (RDI) Grant program supports implementation-ready projects that strengthen South Carolina's rural communities and help position these regions for long-term prosperity. The County desires to address this Dog Park project need by submitting a grant application to the SCDOC.

Staff Recommendation:

Staff recommends approval of Resolution R-2026-70 authorizing Jasper County to submit the Rural Development Initiative (RDI) Grant to the South Carolina Department of Commerce for funding consideration in an amount up to \$423,000 and authorizing the County Administrator to complete and submit all necessary applications and related documentation.

Attachment(s):

Resolution #R-2026-70
Draft Application

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-70**

**RESOLUTION FOR COUNTY COUNCIL TO COMMIT
MATCHING GRANT FUNDS IN THE AMOUNT OF \$423,000 FOR
A SOUTH CAROLINA DEPARTMENT OF COMMERCE RURAL
DEVELOPMENT INITIATIVE (RDI) GRANT TO CONSTRUCT A
DOG PARK AT SERGENT JASPER PARK, TO AUTHORIZE THE
COUNTY ADMINISTRATOR TO SUBMIT THE GRANT
APPLICATION AND RELATED DOCUMENTS; AND OTHER
MATTERS RELATED THERETO**

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

WHEREAS, the County has adopted a Capital Improvement Project for a Dog Park (known as the “**Project**”) to be constructed at the site of the Sergeant Jasper Park (the “**Park**”) on Red Dam Road in Hardeeville; and

WHEREAS, the Project is intended to enhance the amenity offerings at the Park and to increase Park usage for and by the citizens of the County; and

WHEREAS, due to the Park’s proximity to Exit 8 of U.S. Highway I-95 and access to and use of the Park by travelers and County citizens it is anticipated that implementation of the Project at the Park will stimulate additional growth in the area of the Park, providing increased tax revenue, opportunities for jobs, and increased tourism.; and

WHEREAS, the Project is currently under design with an anticipated design completion date of December 31, 2026, with construction of the Park anticipated during the summer of 2027; and

WHEREAS, the South Carolina Department of Commerce (“**SCDOC**”) Rural Development Initiative grant program (“**RDI Grant Program**”) supports implementation-ready projects that strengthen South Carolina's rural communities and help position these regions for long-term prosperity; and

WHEREAS, the RDI Grant Program requires that the County match 10% of the required funds for the Project; and

WHEREAS, The Project cost is estimated to be \$470,000; and

WHEREAS, the County intends to submit a Grant in the amount of \$423,000 with the required 10% match of \$47,000 to be provided by the County; and

WHEREAS, \$47,000.00 from the Capital Improvement Fund shall be used to fund the Project; and

WHEREAS, the County desires to address this need by submitting a grant application to the SCDOC and provide required matching funds from the County Accommodations Tax Program.

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 hereby approves the submittal of a Grant request to SCDOC for the construction of a Dog Park at Sergeant Jasper Park in Hardeeville.
3. The County Administrator is hereby authorized and directed to do any and all further acts and actions necessary to implement and carry out the terms and provisions of this Resolution, so long as such acts are reasonably related to the contents and terms of this Resolution.
4. The County Administrator shall be and is authorized to prepare and submit a SCDOT Rural Development Initiative (RDI) Grant Application for grant funds in the amount of up to \$423,000.00 to fund the Project.
5. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
6. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
7. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

Signatures on following page

RESOLVED this _____ day of _____, 2026, in meeting duly assembled.

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

ATTEST:

Wanda Giles
Clerk to Council

Resolution R-2026-70
Adopted: _____, 2026

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

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

Date

SERGEANT JASPER DOG PARK - OPINION OF COST

10/9/2026

	cost per	number	subtotal
1 PM/ Design/ Survey/ Engineering	\$57,875	1	\$57,875
3 Demolition/ Tree/Stump Removal/ Dump Fees	\$3,750	15	\$56,250
4 General concrete sidewalks & slab (sf)	\$16	450	\$7,200
5 Site Prep/ Fill/ Level Sod Grass (sf)	\$3	43560	\$130,680
6 Fence (6' tall black coated chain) (lf)	\$30	1088	\$32,640
7 Gate	\$175	8	\$1,400
8 Drinking fountain (installed)	\$15,000	2	\$30,000
9 Shade Sail (installed)	\$16,000	4	\$64,000
10 Agility Equipment & Benches (installed)	\$3,500	8	\$28,000
Subtotal			\$408,045
GC O&P & Gen Conditions		15%	\$61,207
			\$469,252
		Total \$	470,000
		10% match \$	47,000
		Grant Ask \$	423,000

Assumptions

Size is 1 acre dog park divided into small & large breed areas

72" high black coated chain link fence

Fenced vestibules for patron access with double gates for maintenance

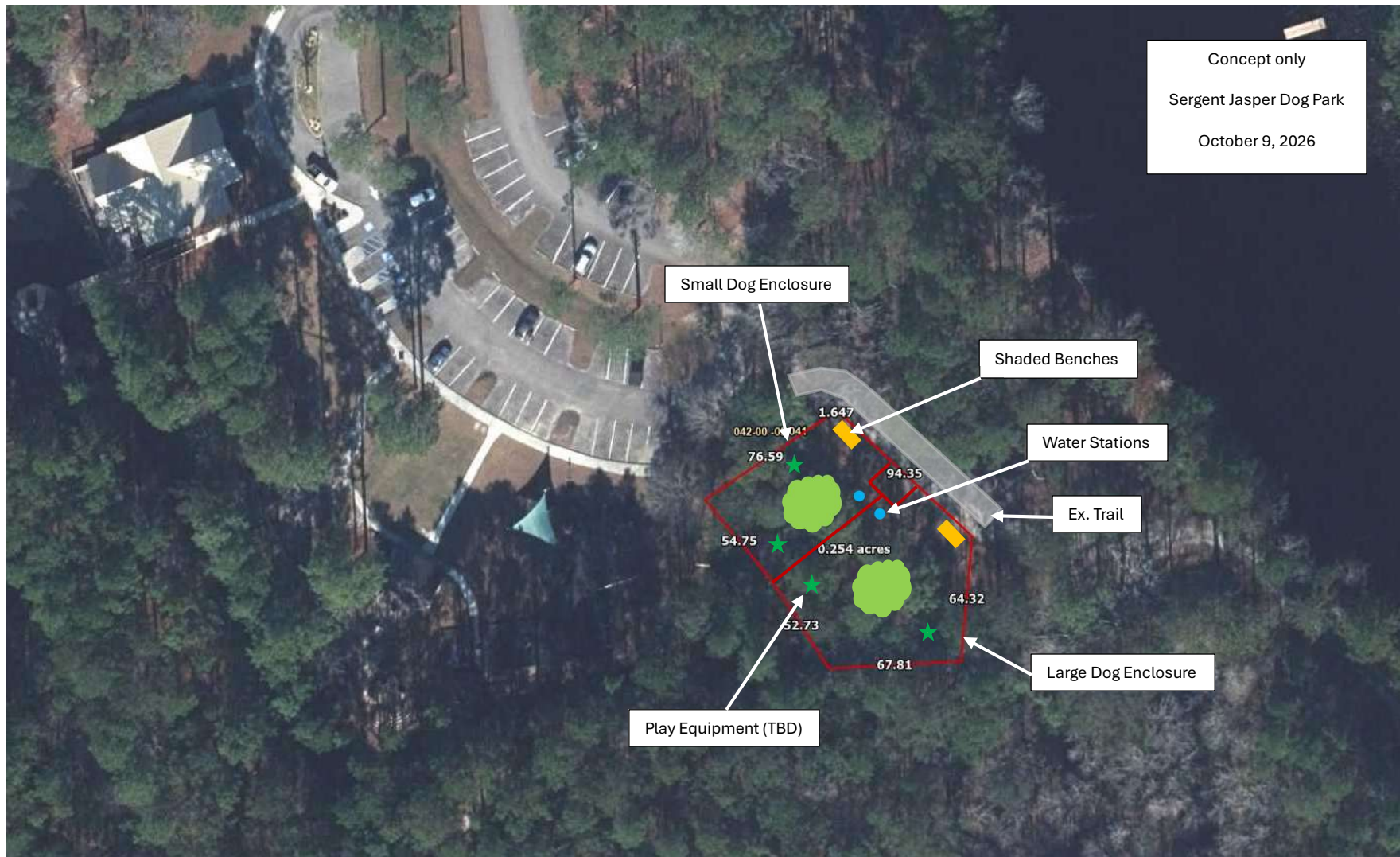
Shaded Bench Seating Areas at both sides

6 pieces of agility equipment

Water will need to be run to site from nearby for drinking fountains

No electrical and lighting included (closed at dusk)

Concept only
Sergeant Jasper Dog Park
October 9, 2026



RURAL DEVELOPMENT INITIATIVE (RDI)

Competitive Grant Round — Applicant Form (26)

APPLICANT & PROJECT INFORMATION

Applicant JasperCounty Council	Date October 30, 2026
RDI Funds Requested \$ 423,000.00	Census Tract(s) 45053950300
Matching Funds \$ 47,000.00	Other Funds \$ 0.00
Total Project Cost \$ 470,000.00	Contact Name James Iwanicki
County / Municipality Jasper	Contact Title Interim County Administrator
Address 358 Third Ave., Ridgeland, SC 29936	Email jiwanicki@jaspercountysc.gov
Telephone (843) 717-3690	

PROJECT MANAGEMENT CONTACT

Contact Name Eric W. Larson	Contact Title Development Services Director
Address 358 Third Ave., Ridgeland, SC 29936	Email ewlarson@jaspercountysc.gov
Telephone (843) 717-4119	

REQUIRED GRANT PROJECT INFORMATION

I. Project Description

Provide a detailed description of the proposed project. Attach any extra documents to the application.

For infrastructure, site improvement, or building construction projects, include: a highway map showing the project location and nearby highways, interstates and municipalities; an aerial map of the project area illustrating the planned improvement; and the location of existing infrastructure, as appropriate.

Applicant response / narrative:

Construction of an approximately 0.5 acre Dog Park at the existing Sergeant Jasper Park in Hardeeville, SC. The dog park will be located adjacent to the park lodge, parking lot, and playgrounds in an site that is currently wooded. The park will contain two separate areas for small and large dogs, benches and shaded covers for owners, dog obstacles for exercise, water fountains, and pet waste station. Water lines are on site adjacent to the parking lot.

II. Need for Project

Identify the problem(s)/need(s) for this project and the expected benefit(s). Explain how the project will resolve the identified needs and quantify benefits where possible. Explain why Rural Development funds are needed for the project.

Applicant response / narrative:

Jasper County lacks a facility of this type. Sergeant Jasper Park is the premier park location for the County and includes many other amenities. The Dog Park will enhance the offerings at the park and increase park usage. The proximity to I-95 Exit 8 will provide opportunities to invite travelers to stop and rest at the park and further increase the park use. Increased traffic to the park from both citizens and visitors will stimulate additional growth near Exit 8, providing increased tax revenue, opportunities for jobs, and increased tourism. RDI funds are requested to move the project forward from the design, which will be completed by December 31, 2026.

III. Project Cost and Schedule

Provide cost estimates and the project schedule. Attach any available cost estimates and project schedules. For infrastructure, site, or building projects, include an engineer's estimate of project cost and schedule. Timeline

Applicant response / narrative:

Design = Ongoing and to be completed by December 31, 2026.
Permitting, Bidding, and Award = January 1, 2027 to March 31, 2027
Construction beginning April 1, 2027. Duration is anticipated to be 90-120 days.

IV. FUNDING SOURCES

Include sources of funding and partners for all elements of the project. Note if supporting documentation is attached.

Funding Partner	Contribution Amount	Percent of Project	Attachment / Note
Jasper Co. Gen. Fund	\$ 47,000.00	10	
FRI Grant	\$ 423,000.00	90	
Amount of Grant Funds Requested			423000
Project Total			470000

V. CAPACITY

How will Community or Municipality ensure projects meets timelines and requirements set forth in application.

Jasper County staff includes an Engineering Services Director and Development Services Director, both who are Professional Engineers and experienced project managers. The County has also retained a consultant architectural and engineering firm to provide design and project site inspection during construction. The Administrative Services Director / Finance Director has experience in numerous SCDOC grants and will assure grant agreement compliance.

VI. PROOF OF MATCH

Attach proof of required match in the form of commitment letters, statements, or other supporting documentation. List attachments below:

See attached Council Resolution for matching funds commitment.

ATTACHMENTS

Attach cost estimates, preliminary engineering reports, maps, and other relevant attachments, as applicable. List documents below.

Attachment
Concept Plan, Engineer's cost opinion.

APPLICANT ASSURANCES

The information provided in this application is correct to the best of the applicant's knowledge. The applicant understands that there will be no reimbursement of costs incurred before grant award unless prior written approval is given by the South Carolina Department of Commerce.

The applicant understands that if a grant award agreement is executed between the applicant and the South Carolina Department of Commerce, the County/Municipality will be required to ensure that quarterly reporting and appropriate procedures for procurement, contracting and fiscal accountability will be followed in the administration of the grant and the expenditure of monies.

CERTIFICATION / SUBMISSION

This application was submitted by:	Eric W Larson
Name & Title of Chief Administrative Official of Local Government	James Iwanicki, Interim County Administrator
Signature	
Date	10/30/2026

South Carolina Department of Commerce Rural Development Initiative

Program Objectives and Overview

The Rural Development Initiative supports implementation-ready projects designed to strengthen South Carolina's rural communities. The initiative promotes strategic investments that enhance economic competitiveness, improve infrastructure, expand housing opportunities, revitalize downtowns and public spaces, and improve quality of life, while positioning communities for long-term prosperity.

Eligibility Requirements:

Any county and/or municipal government in Tiers III and IV. County and/or municipal governments with projects located in an eligible Opportunity Zone Census Tract in Tiers I and II counties. Any county and/or municipal government in a county without an eligible Opportunity Zone Census Tract if it has a population less than 20,000 residents.

Project Readiness: Applicants should demonstrate that all major pre-construction or implementation activities can reasonably be completed within ninety (90) days of award and Grant Funds must be expended within 24 months from the date of the grant award. Project activities include but are not limited to: Project design, Environmental review, Acquisitions or building improvements, Permitting.

Grant Award and Match Amount: Max award amount up to \$500,000. A 10% match is required for all grants. This match can come from federal, local government, other state funds, nonprofit organizations, or private support.

Evaluation: Applications will be evaluated using our program specific Evaluation Framework, which measures community need, investment readiness, project readiness, community impact, economic impact, financial commitment, and long-term sustainability. Funding recommendations will be based upon the highest overall evaluation scores.

Eligible Project Categories include but are not limited to

Economic Development, Site & Product Development, Infrastructure, Downtown Revitalization, Parks & Recreation, Transportation, Workforce Development, Strategic Planning Implementation

Applicants must submit a complete package including:

- Completed Application
- Funding Commitment Letters: Official letters on letterheads from all funding partners specifying committed amounts and availability timelines.
- Engineer's Cost & Schedule Estimates: Recent (within six months) detailed cost and timeline estimate for requested improvements. For acquisition projects, provide purchase documentation such as a signed Letter of Intent (LOI).
- Any other documented attachments.

SUBMISSION & AWARDS An informational webinar will be held October 1, 2026 and invitations will be sent to those who have submitted applications or contacted the Rural Development Team with application questions. Applications must be submitted electronically. We will start receiving applications September 1, 2026, and the window will close on October 30, 2026. Award notifications will be made by January 8, 2027.

Submit application as PDF files—appropriately named as follows: "Applicant Name – Project Name" Send all submission files to RuralDevelopment@scccommerce.com

GRANT REQUIREMENTS Awarded projects must comply with all applicable federal, state and local laws, procurement requirements and program conditions. Where applicable, contracts for public works or site -development activities funded through the program must comply with South Carolina requirements governing iron and steel products permanently incorporated into state-funded projects, including requirements that qualifying products be produced in the United States, subject to any statutory exceptions or exemptions.



AGENDA

ITEM# 9C

SOUTH CAROLINA)
) **RESOLUTION #R-2026-71**
JASPER COUNTY)

A RESOLUTION APPROVING A TERM SHEET FOR THE I-95 EXIT 3 PROJECT AMONG JASPER COUNTY, SOUTH CAROLINA, THE CITY OF HARDEEVILLE, SOUTH CAROLINA, THE SOUTH CAROLINA TRANSPORTATION INFRASTRUCTURE BANK, THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, AND THE OWNER OF THE PROPERTY TO BE SERVED BY THE PROJECT; AND AUTHORIZING THE EXECUTION OF THE TERM SHEET

WHEREAS, Jasper County, South Carolina (“County”) and the City of Hardeeville, South Carolina (“City”) have applied to the South Carolina Transportation Infrastructure Bank (“Bank”) for financial assistance to construct a new interchange at Exit 3 on Interstate 95 (“Interchange”) and related road improvements;

WHEREAS, on October 2, 2026, the Bank delivered to the County a term sheet among the County, the City, the Bank, the South Carolina Department of Transportation (“SCDOT”), and the owner of the property to be served by the Interchange (“Term Sheet”);

WHEREAS, under the Term Sheet, the Bank's financial assistance of \$91,191,806 will fund the Interchange, SCDOT will construct the Interchange through an extension of its existing Interstate 95 construction contract, and the County will provide \$10,000,000 from its 2016 transportation sales tax revenues as a contingency for Interchange cost overruns;

WHEREAS, the current draft of the Term Sheet is attached as Exhibit A; and

WHEREAS, Item 33 of the current draft of the Term Sheet conditions the Term Sheet on approval by County Council.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Jasper County (“County Council”) as follows:

Section 1. County Council approves the Term Sheet in substantially the form attached as Exhibit A.

Section 2. County Council authorizes the County Administrator, including any interim County Administrator (“Administrator”), and the Chairman of County Council to execute and deliver the Term Sheet, with such changes as they approve following advice of counsel to the County that are not materially adverse to the County. Their execution of the Term Sheet constitutes conclusive evidence of the approval of those changes. County Council ratifies any execution of the Term Sheet by the Administrator before the adoption of this Resolution.

Section 3. This Resolution does not appropriate funds. The County's obligations under the transactions described in the Term Sheet arise only under definitive documents approved by ordinance of County Council.

Section 4. County Council authorizes the Administrator and the Chairman of County Council, following advice of counsel to the County, to take such further acts and execute such further instruments on behalf of the County as are necessary or appropriate to carry out this Resolution.

Section 5. This Resolution is effective upon its approval by County Council.

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

JASPER COUNTY, SOUTH CAROLINA

W.J. Rowell III Chairman
Jasper County Council

Attest:

Wanda Giles, Clerk to Council

Reviewed for form and draftsmanship by Jasper County Attorney

Date

EXHIBIT A

Current Draft of Term Sheet

Exit #3 Term Sheet 10/2/26

Exit #3 Interchange

1. The Bank will not provide any financial assistance beyond its financial commitment of \$91,191,806 (grant and loan).
2. The Bank's financial commitment will be used solely for the construction of the Exit #3 interchange. The Bank's financial assistance will be made available only to SCDOT for the construction of the interchange.
3. The Applicants and Developer relinquish any claims to funds from the Bank for the construction of Parkway South and Parkway North.
4. SCDOT shall enter into negotiations with I-95 contractor (Webber) for a contract extension (change order) no greater than \$87,000,000. The benefits to this approach include providing assurance that only one firm is managing the project and avoiding conflicts between contractors in same work zone. Additionally, this approach precludes the introduction of any federal money for the Exit #3 interchange. If the Exit #3 interchange is constructed at a cost less than the Bank's \$91,191,806 financial assistance, the balance of the funds must be returned to the Bank.
5. SCDOT shall seek consent from the Joint Review Bond Committee for these transactions including the SCDOT doing a contract extension (change order) of such size and scale.
6. The remaining \$4,191,806 of the Bank's \$91,191,806 financial assistance will fund a contingency reserve consistent with the SCDOT standard contingency percentage.
7. SCDOT shall be responsible for the cost of project management and inspection so that one inspection firm is providing uniform inspection and management of the various projects related to I-95 managed by SCDOT.
8. Jasper County provides a backstop of \$10 million directly to the SCDOT for "black swan" cost overruns for the Exit #3 interchange during construction. This \$10 million contribution of Jasper County comes from its transportation sales tax revenues from its 2016 bond referendum. If full amount is not used at end of construction, the balance will be returned to Jasper County for repayment of costs related to Parkway North and Parkway South. Any amount in excess of \$10 million will be negotiated in good faith and resolved between SCDOT and the applicants.

9. The applicants are responsible for the construction of Parkway North and Parkway South. This financial obligation constitutes the local match by the applicants as required by the Bank. All parties understand the completion of Parkway South and North at the same time or prior to the completion of the Exit #3 interchange, is an essential obligation in this Term Sheet.
10. Funding for the Exit 3 interchange must insulate the Bank from any potential bankruptcy risks or other financial difficulties associated with the Developer during the construction phase. Any financial difficulties of the funding parties should not jeopardize the ability for payments to be made to the Exit #3 interchange contractor. The Bank and SCDOT shall have priority over other creditors in any bankruptcy of the Developer.
11. As provided in Item 8, Jasper County shall deposit a \$10 million contingency into an account designated by SCDOT. Any unused Jasper County contingency will be applied to Parkway North or Parkway South costs.
12. Binding commitments for these obligations must be in place prior to SCDOT executing its contract extension (change order) with the I-95 contractor. This includes an escrow closing of the Developer loans, the TIF, the MID, Intergovernmental Agreements (IGAs), Loan Agreement, and other related transactions/opinions.
13. The Bank's financial assistance shall be expended in the following order: Grant in the amount of \$63,095,903 and Loan in the amount of \$28,095,903. The SCDOT will submit draw requests and/or reimbursement requests to the Bank on a form approved by the Bank. The Bank will only disburse funds for eligible costs, as defined in the Intergovernmental Agreement between the SCDOT and the Bank, for construction costs related to the construction of the Exit #3 interchange.
14. Prior to SCDOT executing its contract extension (change order) with the I-95 contractor, the Developer shall provide a letter from the Lowcountry Open Land Trust that the Developer is not in default on any of its obligations relating to the mitigation credits. At the closing of all related documents, Developer agrees to provide title search of property and title shall be in form and substance reasonably satisfactory to the Bank to assess the financial encumbrances on the property, if any.
15. Upon execution of the SCDOT Exit #3 contract extension (change order), the City, County, and Developer are required to provide updates on project every 90 days. These updates shall include financial and construction issues along with actions taken to receive additional funding. Also, as part of this reporting requirement, the Developer shall provide updates if there are any new or additional financial encumbrances to the Exit #3 project property. In addition, the Developer shall provide specific status reports on the

Developer's actions concerning potential grant funding from the U.S. Department of Transportation Railroad Crossing Elimination Grant Program.

Timeline Moving Forward

September 28: SCDOT requested pricing from Webber.
October 16: Pricing returned from Webber, communicated to all three parties.
October 23: Go/No-Go Decision from all three parties. IGA's begin finalization.
November 13: Hardeeville/Jasper resolutions complete.
November 20: SIB Board resolution complete.
December 1: JBRC review and comment of amended plan.
December 3: SCDOT Commission ratifies extension.
December 31: IGA's executed, change order for extension signed.

Parkway North and South Funding

16. The estimated cost for Riverport Parkway North is \$33,831,880.
17. The estimated cost for Riverport Parkway South is \$30,786,849.
18. The City, County, and Developer are responsible for the entirety of the construction costs of Parkway North and Parkway South and they are responsible for any overages.
19. As stated above, the County agrees to fund \$10 million for the "black swan" contingency to cover any potential excess costs on the Exit #3 interchange. Any unused funds shall be used to fund costs related to Parkway North and Parkway South.
20. The balance of the funding will come from proceeds of one or more lending facilities to the Developer. The Developer's lending facilities shall be in sufficient size to fund the complete construction of Parkway North and Parkway South.
21. The Bank is not offering any financial assistance with Parkway North or Parkway South.
22. Construction of the Parkway North and Parkway South shall be coordinated with SCDOT and its contractors to confirm timely completion at the "tie in" points with the Exit #3 interchange. Consistent with the SCDOT 2025 Standard Specifications for Highway Construction, Section 105.7, the contractors for the Parkway North and Parkway South shall cooperate and coordinate their projects with the SCDOT for the Exit #3 interchange. These contractors have a duty to coordinate.

Additional Conditions

23. The Developer will provide evidence that the amount of proceeds available under the Developer's lending facilities will be sufficient to cover the amounts set forth herein.
24. City and County shall seek financial assistance from the Lowcountry Area Transportation Study ("LATS") to provide backstop for overages on Exit #3 interchange. To ensure commitment from LATS, the Bank requires commitment by the City and County to seek approval at the appropriate time to cover any costs in excess of the contract extension amount and contingency funds.
25. Signatures on the construction contracts for Parkway North and Parkway South must occur at or before the time SCDOT executes the contract extension (change order) for the construction of the Exit #3 interchange.
26. Per Bank and JBRC approval in 2024 for additional funding, the City and County are required to seek additional funding from state, federal, private, and nonprofit entities. Any unencumbered funding received from any of these entities will reduce the Bank's loan funding commitment of \$91,191,806. Any requirements imposed by the JBRC in December 2024, may be altered by the JBRC upon its review of this Term Sheet and other related documents. See JBRC approval attached as Exhibit A.
27. The City, County or the Developer cannot be in default under any material obligations relating to any components of the project. Any potential default of any of the material obligations will trigger the default and termination provisions of the IGAs and Loan Agreement, including but not limited to, any applicable reimbursement obligations, indemnity and/or statutory intercept provisions.
28. Prior to the SCDOT's execution of its contract extension (change order), , the City and County shall provide an updated consent of the Jasper County School District supporting the funding and scope of all components of the project including consent to its portion of the tax increment being used in the TIF. The existing consent is no longer operative due to the change in funding structure.
29. Bank will be held harmless to the extent allowed by law for any construction related claim or financial transaction related to Parkway South and Parkway North.
30. Upon execution by all parties of the Term Sheet, the related relevant documents will be

finalized to meet the timeline above. Any new terms agreed to in these related relevant documents will require Bank Board approval and JBRC approval. If approval is not obtained from either the Bank Board or JBRC, the Bank is relieved of its prior financial award assistance for all matters set forth in this Term Sheet.

31. Generally, the documents which previously had been agreed to and substantially completed remain in place, except for where those terms conflict with this Term Sheet.
32. An escrow closing of the Developer's lending facilities, the TIF, the MID, IGAs, Loan Agreement, and other related transactions/opinions must occur contemporaneously with the SCDOT's execution of the contract extension (change order) for the Exit #3 interchange. All transaction documents shall be in the form and substance reasonably satisfactory to the Bank.
33. This executed Term Sheet is executed contingent upon approval by the Bank Board, JBRC, and the SCDOT Commission. If such approval is not obtained from these entities, this Term Sheet is null and void.

Date

South Carolina Transportation Infrastructure Bank

South Carolina Department of Transportation

City of Hardeeville

Jasper County

Owner/Developer

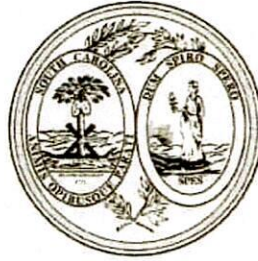
EXHIBIT A

HARVEY S. PEELER, JR.
SENATE
CHAIRMAN

SENATE MEMBERS
HARVEY S. PEELER, JR.
THOMAS C. ALEXANDER
RONNIE W. CROMER
DARRELL JACKSON
SEAN M. BENNETT

HOUSE MEMBERS
BRUCE W. BANNISTER
GILDA COBB-HUNTER
LEONIDAS E. STAVRINAKIS
HEATHER AMMONS CRAWFORD
WILLIAM G. HERBKERSMAN

Capital Improvements Joint Bond Review Committee



BRUCE W. BANNISTER
HOUSE OF REPRESENTATIVES
VICE CHAIRMAN

F. RICHARD HARMON, JR.
DIRECTOR OF RESEARCH
SFAA LIAISON
803-212-6682

CATHERINE O. HART
DIRECTOR OF RESEARCH
SFAA LIAISON
803-212-6658

MILLER A. SMOAK
ADMINISTRATIVE ASSISTANT
803-212-6677

December 2, 2024

Mr. John B. White, Jr.
Chairman, South Carolina Transportation Infrastructure Bank
955 Park Street, Room 120-B
Columbia, SC 29201

Dear Chairman White:

At its meeting today, the Committee reviewed and approved the Bank's award of additional financial assistance to Jasper County and Hardeeville for the Interstate 95, Exit 3 project. The additional financial assistance consists of a grant of \$35 million, and an extension of the existing loan term to 25 years; and is conditioned on multiple requirements which were considered by the Committee as described in your letter dated November 21, 2024. The project will be funded from existing financial resources of the Bank.

Please advise if you need any further information.

Very truly yours,

Catherine Ortmann Hart
Director of Research

c: Mr. Justin P. Powell
Secretary of Transportation
South Carolina Department of Transportation

BOARD OF DIRECTORS

John B. White, Jr., *Chairman*

Ernest Duncan, *Vice Chairman*

Representative Chris Murphy

Senator C. Ross Turner, III

Pamela L. Christopher

David B. Shehan

André Bauer

**South Carolina
Transportation Infrastructure Bank**



955 Park Street
Room 120 B
Columbia, SC 29201
P: (803) 737-2825
Fax: (803) 737-2014

November 21, 2024

The Honorable Harvey S. Peeler, Jr., Chairman
Joint Bond Review Committee
109 Gressette Building
Columbia, South Carolina 29201

RE: SC Transportation Infrastructure Bank Request

Dear Chairman Peeler:

The SC Transportation Infrastructure Bank requests to place on the Joint Bond Review Committee ("JBRC") agenda for its December 2, 2024 meeting the approval of the Bank's motion granting additional financial assistance to Jasper County and Hardeeville for the Exit 3 project. At its November 20, 2024 meeting, the Bank Board approved the additional financial assistance, in the form of a grant, of \$35 million, and extended the existing loan term to 25-years. The attached motion (Attachment A) outlines the required conditions of the sponsor.

As you know, the scope of the Exit 3 Project is the construction of an interchange at Exit 3 on I-95 and other additional road improvements surrounding the interchange. The SCTIB originally approved, on July 7, 2020, up to \$56,191,806 (½ grant; ½ loan), with the loan term of 15 years with a 3.5% interest rate. The South Carolina Department of Transportation ("SCDOT") will construct the interchange as part of its I-95 widening from the Georgia state line. The SCDOT plans to put the construction bid out early next year. For Exit 3 to be included in the contract specifications, the SCDOT seeks to have final confirmation that Exit 3 is fully funded. The SCDOT seeks this confirmation by December 31, 2024.

For reference purposes, on June 20, 2024, SCDOT advised all stakeholders that the project had increased by \$45 million. Of the \$45 million, \$10 million will be applied by the applicants increasing the loan to \$28 million and extending the loan term to 25 years.

Thank you for your consideration of this request. Should you have any questions, please contact Charles Cannon at (803) 737-0996.

Sincerely,

John B. White, Jr.
Chairman

Enclosures

cc: Board Members

BOARD OF DIRECTORS

John B. White, Jr., *Chairman*

Ernest Duncan, *Vice Chairman*

Representative Chris Murphy

Senator C. Ross Turner, III

Pamela L. Christopher

David B. Shehan

André Bauer

**South Carolina
Transportation Infrastructure Bank**



955 Park Street
Room 120 B
Columbia, SC 29201
P: (803) 737-2825
Fax: (803) 737-2014

November 20, 2024 SC Transportation Infrastructure Bank Motion on Exit 3

I move to approve the applicant's request to increase the amount of the grant by \$35 million and revise the loans such that it has a 25-year term. This motion has the following conditions:

1. Requirement for Applicants to seek additional funding options (including but not limited to federal and state grants, loans, appropriations, etc.) Any additional funding option should be offset against the Bank's increased grant amount.
2. The Applicants are required to update the Bank of their efforts every 90 days. If the Bank is not satisfied with the Applicant's pursuit of additional funding, it reserves the right to not fund all of the additional grant amount.
3. Any cost savings resulting from the contingencies should be offset against the Bank's additional grant funding;
4. Bank's additional grant funding shall be expended last;
5. Bank's additional funding is contingent upon Applicants receiving all permits.

Motion made by Board Member David Shehan

Seconded by Vice-Chairman Ernest Duncan

Approved unanimously buy a vote of 7-0



August 1, 2024

Mr. John B. White
Chairman
South Carolina Transportation Infrastructure Bank
955 Park Street
PO Box 191
Columbia, South Carolina 29203-0191

Re: Exit 3 and Parkway North - Supplemental Financial Assistance Request

Dear Chairman White,

Reference is made to that certain award letter dated July 16, 2020 issued by the South Carolina Transportation Infrastructure Bank (the "Bank") pursuant to which the Bank agreed, subject to the terms and conditions therein, to provide to the City of Hardeeville, South Carolina (the "City") and Jasper County, South Carolina (the "County") and together with the City, the "Project Sponsors") a grant in the amount of up to \$28,095,903 (the "Grant") and a loan in the amount of up to \$28,095,903 (the "Loan") to construct a new interchange on I-95.

We are informed that the current estimated costs of projects to be funded by the Grant and the Loan (i.e., the Exit #3 Proper Project and the Parkway North Project) are approximately \$45,000,000 more than the current sources of funding available for these projects (the "Funding Gap"). To make the projects viable, the Project Sponsors respectfully request that the Bank:

1. revise the Loan such that it has a 25-year term (as you may recall, the current arrangement is that only \$18,240,000 of the Loan would be drawn, but, with this extended term, the Project Sponsors would plan¹ to draw the full amount of the Loan); and
2. increase the amount of the Grant by \$35,000,000. Please be advised that the Project Sponsors **are** committed to support the efforts of the property owner, SLF III - Hardeeville, LLC, to secure additional contributions from the State of South Carolina and its agencies to pay the balance of the Funding Gap.

The South Carolina Department of Transportation is requiring that the funding sources of for the projects be resolved by September 1, 2024, so your prompt attention to this matter is greatly appreciated.

¹ The Jasper County Council is presently entertaining an ordinance to approve this change. The ordinance was given first reading on July 15. The 25-year term was favorably received by the County Council. The remaining readings of the Ordinance are expected to be completed in August.

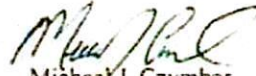
Mr. John B. White
Page 2

Please do not hesitate to contact Michael Czymbor at mczymbor@hardeevillesc.gov (843) 784-2231 or Andrew Fulghum at afulghum@jaspercountysc.gov (843) 717-3690 with any questions or if you need or desire additional information.

Sincerely,



Andrew P. Fulghum
County Administrator
Jasper County



Michael J. Czymbor
City Manager
City of Hardeeville

AGENDA

ITEM# 10A

Hunter Smiley - **PUBLIC HEARING ONLY** for an Ordinance Authorizing Amendment to the Official Zoning Map of Jasper County by rezoning that certain parcel of Real Property located along **Jenkins Avenue**, bearing Jasper County Tax Map Numbers 040-13-02-001 and 040-13-02-012, containing 10.28 and 0.52 Acres, respectively, to General Commercial from Residential. *(1st reading was tabled on 10.05.2026)*

AGENDA

ITEM# 10B



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

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

jiwanicki@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Jasper County Council

Consideration and Approval of an IGA with Town of Ridgeland for CBDG Water Study System Project.

Meeting Date:	October 19, 2026
Item Number:	10 B
Subject:	Consideration of Approval of an IGA with Town of Ridgeland for CBDG Water Study System Project.
Recommendation:	Approve the IGA with Town of Ridgeland for CBDG Water Study System Project.

Description: This is an IGA with the Town of Ridgeland to get a joint CBDG grant so the Town of Ridgeland can fund and conduct a comprehensive study of the Town's existing water system to identify aging cast iron and galvanized water mains, improve system mapping and data, and develop priorities and recommendations for future water system improvements.

The Town of Ridgeland will be the lead for the project, and no financial commitment or administrative work is required from the County. There is NO impact on the County's ability to apply for new CBDG grants.

Approximately 38% of the Town's water customers live in the county.

The Town of Ridgeland will be considering this IGA at their October 15, 2026, meeting.

Recommendation: Council approve the IGA with Town of Ridgeland for CBDG Water Study System Project.

INTERGOVERNMENTAL AGREEMENT
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

The AGREEMENT, made the _____ day of _____, 20____, by and among the following: Town of Ridgeland, and Jasper County (each a **Party**, collectively the **Parties**).

RECITALS

WHEREAS, the parties to the Agreement have the authority pursuant to the South Carolina Home Rule Act, to enter into intergovernmental agreements for the purpose of jointly providing any service or performing any function which they can perform individually, but which would be more efficient and effective if performed jointly; and

WHEREAS, the parties to this Agreement desire to cooperate in developing and implementing a Community Development Block Grant (**CDBG**) project, the purpose of which is to conduct a comprehensive study of the Town of Ridgeland's existing water system to identify aging cast iron and galvanized water mains, improve system mapping and data, and develop priorities and recommendations for future water system improvements (the **Project**).

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. **Lead Entity:** The Town of Ridgeland agrees to act as the lead entity in developing and implementing, or causing to be developed and implemented, the proposed CDBG project.
2. **Responsibilities:**
Lead Entity. In its capacity as lead entity, the Town of Ridgeland shall be the lead applicant to the South Carolina Department of Commerce (the **State**) for CDBG funding. If its application is selected for funding, the lead applicant agrees to act as the grantee and shall be fully and solely responsible to the other parties to this Agreement for compliance with all requirements of the CDBG

program (including, but not limited to: financial management, environmental review, civil rights, recordkeeping, and reporting) and for the execution of the grant contract with the State.

All Parties. Each party to this Agreement shall be individually responsible for compliance with the following requirements of the CDBG program:

- a) The development and presentation, for public review and comment, of a written Citizen Participation Plan (CP Plan); and
- b) Identification of the jurisdiction's housing and community development needs, in accordance with the requirements of the jurisdiction's CP Plan; and
- c) Development of a residential anti-displacement plan; and
- d) Each party shall provide documentation to the Town of Ridgeland demonstrating its compliance with the requirements specified in this Paragraph 3 and the Town of Ridgeland shall retain such documentation and other required records until notified by the State.

3. **Term.** This Agreement shall remain in effect for so long as the parties to this Agreement are pursuing CDBG funding for the Project or, should the Project receive funding, during the term defined in the applicable Grant Award Agreement for the Project. Any Party to this Agreement may, however, terminate its participation in this Agreement 60 days after providing written notice of such termination to the other Parties. This Agreement may be terminated at any time upon written agreement of all Parties unless a grant contract is in effect with the State, in which case the State must approve such termination and arrangements for completing this project prior to termination of this Agreement.
4. **Amendments.** The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.
5. **Subrecipient Agreements.** The Town of Ridgeland may contract with a third party to carry out the responsibilities assumed under this Agreement and its grant contract with the State. Any such Subrecipient Agreement must be approved by the State prior to execution.

6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

FOR The Town of Ridgeland

By:

Position:

(Chief Elected or Administrative official)

FOR Jasper County

By:

Position:

(Chief Elected or Administrative official)

AGENDA

ITEM# 10C

2026 Lowcountry Hazard Mitigation Plan- Executive Summary

Purpose

The 2026 Lowcountry Hazard Mitigation Plan serves as the regional strategy for reducing long-term risks to life, property, infrastructure, the environment, and the economy from natural and human-caused hazards affecting the South Carolina Lowcountry. The plan updates the 2020 Lowcountry Natural Hazard Mitigation Plan and fulfills the requirements of the Disaster Mitigation Act of 2000 and FEMA's hazard mitigation planning regulations under 44 CFR §201.6. FEMA-approved hazard mitigation plans are required for local governments to remain eligible for federal Hazard Mitigation Assistance grant programs.

Regional Coordination and Support

This multi-jurisdictional plan was developed through a collaborative effort led by the Lowcountry Council of Governments (LCOG) and includes Beaufort, Colleton, Hampton, and Jasper Counties, along with participating municipalities and regional partners. The planning process incorporated extensive stakeholder involvement, public outreach, emergency management input, technical analysis, and review of existing plans and policies. Public participation included community surveys, public meetings, stakeholder engagement, and opportunities for review and comment throughout the planning process. More than 580 residents participated in the regional survey, providing valuable insight into local hazard concerns and priorities.

Risk and Vulnerability Assessment

The Lowcountry encompasses approximately 2,848 square miles and includes extensive coastal areas, tidal marshes, wetlands, forests, river systems, and rapidly developing communities. While these natural features contribute significantly to the region's quality of life and economic vitality, they also create vulnerability to a variety of hazards, particularly flooding, hurricanes, coastal erosion, and severe weather events. Population growth continues across much of the region, especially in Beaufort and Jasper Counties, increasing the number of residents, businesses, and critical facilities exposed to hazard risks. At the same time, the region's aging population presents additional challenges for emergency preparedness, response, and recovery efforts.

The hazard identification and risk assessment evaluates fifteen hazards that pose risks to the Lowcountry: tornadoes, hurricanes, windstorms, lightning, hail, drought, earthquakes, wildfires, flooding, winter storms, coastal erosion, extreme heat, terrorism, hazardous materials, and cyber attacks. Historical occurrence data, recent events, future probability, loss information, and social vulnerability indicators were analyzed to better understand

current and emerging risks. Community survey results identified hurricanes, windstorms, lightning, and extreme heat among the hazards of greatest concern to residents.

The vulnerability assessment examined how hazards affect people, property, infrastructure, and critical community functions. Particular attention was given to socially vulnerable populations, development trends, building exposure, repetitive damage properties, and critical facilities such as transportation networks, utilities, schools, healthcare facilities, and emergency services. The assessment highlighted the increasing importance of resilience planning as population growth, development pressures, and climate-related impacts continue to shape the region's risk profile.

Data and averages suggest that Beaufort County is the most hazardous county in the region due to its high exposure from building counts, population, and proximity to the coast. Although each county is uniquely hazardous, Colleton County experiences the highest frequency of multiple hazard events, Hampton County has the highest social vulnerability, and Jasper County has rapidly increasing exposure and changing land use patterns.

Mitigation Strategy

Building upon the successes and lessons learned from the 2020 plan, the 2026 update establishes revised mitigation goals, strategies, and actions designed to reduce future disaster losses and strengthen community resilience. The mitigation strategy emphasizes protecting life and property, improving infrastructure resilience, enhancing emergency preparedness and public awareness, reducing repetitive losses, supporting natural and nature-based solutions, and integrating hazard mitigation into local planning and development decisions. Action plans for each jurisdiction were developed based on the following six goals.

1. Protection of Structural Projects, Utilities, and other Critical Facilities and Systems from Natural Hazards
2. Enhancement of Public Education, Information and Awareness of Natural Hazards
3. Improvement of Hazard Prevention Measures through Enhanced Policies, Plans, and Regulations
4. Enhancement of Emergency Services through Sustained System and Technology Improvements
5. Protection of Residential, Commercial, and Culturally Significant Properties
6. Conservation and Preservation of Natural Systems and Natural Resources

The actions provide a framework for jurisdictions to pursue projects, policies, and funding opportunities that will reduce vulnerability, mitigate disaster impacts, and improve long-term sustainability.

Conclusion

Following FEMA approval and adoption of the 2026 plan, a maintenance strategy was developed that outlines procedures for monitoring implementation progress, evaluating effectiveness, maintaining public involvement, and updating the plan over the next five years. Through continued regional coordination and proactive investment in mitigation measures, the Lowcountry can reduce future disaster impacts, protect its residents and resources, and enhance resilience to both existing and emerging hazards.

2026 Lowcountry Hazard Mitigation Plan

The 2026 Lowcountry Hazard Mitigation Plan serves as the regional strategy for reducing long-term risks to life, property, infrastructure, the environment, and the economy from natural and human-caused hazards affecting the South Carolina Lowcountry.

The plan updates the 2020 Lowcountry Natural Hazard Mitigation Plan and fulfills the requirements of the Disaster Mitigation Act of 2000 and FEMA's hazard mitigation planning regulations under 44 CFR §201.6. FEMA-approved hazard mitigation plans are required for local governments to remain eligible for federal Hazard Mitigation Assistance grant programs.

- *The plan is a 5-year update of the 2020 Lowcountry Natural Hazard Mitigation Plan and fulfills the requirements of the Disaster Mitigation Act of 2000 and FEMA's hazard mitigation planning regulations under 44 CFR §201.6.*
- *FEMA-approved hazard mitigation plans are required for local governments to remain eligible for federal Hazard Mitigation Assistance grant programs.*

This multi-jurisdictional plan was developed through a collaborative effort led by the Lowcountry Council of Governments (LCOG) and includes Beaufort, Colleton, Hampton, and Jasper Counties, along with participating municipalities and regional partners. The planning process incorporated extensive stakeholder involvement, public outreach, emergency management input, technical analysis, and review of existing plans and policies. Public participation included community surveys, public meetings, stakeholder engagement, and opportunities for review and comment throughout the planning process. More than 580 residents participated in the regional survey, providing valuable insight into local hazard concerns and priorities.



The Lowcountry encompasses approximately 2,848 square miles and includes extensive coastal areas, tidal marshes, wetlands, forests, river systems, and rapidly developing communities. While these natural features contribute significantly to the region's quality of life and economic vitality, they also create vulnerability to a variety of hazards, particularly flooding, hurricanes, storm surge, coastal erosion, and severe weather events. Population growth continues across much of the region, especially in Beaufort and Jasper Counties, increasing the number of residents, businesses, and critical facilities exposed to hazard risks. At the same time, the region's aging population presents additional challenges for emergency preparedness, response, and recovery efforts.

The hazard identification and risk assessment evaluates fifteen hazards that pose risks to the Lowcountry: **tornadoes, hurricanes, windstorms, lightning, hail, drought, earthquakes, wildfires, flooding, winter storms, coastal erosion, extreme heat, terrorism, hazardous materials, and cyber**



2026 Lowcountry Hazard Mitigation Plan

attacks. Historical occurrence data, recent events, future probability, loss information, and social vulnerability indicators were analyzed to better understand current and emerging risks. Community survey results identified hurricanes, windstorms, lightning, and extreme heat among the hazards of greatest concern to residents.

2026 Plan Goals

- 1) Protection of Structural Projects, Utilities, and other Critical Facilities and Systems from Natural Hazards
- 2) Enhancement of Public Education, Information and Awareness of Natural Hazards
- 3) Improvement of Hazard Prevention Measures through Enhanced Policies, Plans, and Regulations
- 4) Enhancement of Emergency Services through Sustained System and Technology Improvements
- 5) Protection of Residential, Commercial, and Culturally Significant Properties
- 6) Conservation and Preservation of Natural Systems and Natural Resources

A vulnerability assessment examined how hazards affect people, property, infrastructure, and critical community functions. Particular attention was given to socially vulnerable populations, development trends, building exposure, flood-prone areas, and critical facilities such as transportation networks, utilities, schools, healthcare facilities, and emergency services. The assessment highlighted the increasing

importance of resilience planning as population growth, development pressures, and climate-related impacts continue to shape the region's risk profile.

Building upon the successes and lessons learned from the 2020 plan, the 2026 update establishes revised mitigation goals, strategies, and actions designed to reduce future disaster losses and strengthen community resilience. The mitigation strategy emphasizes protecting life and property, improving infrastructure resilience, enhancing emergency preparedness and public awareness, reducing repetitive losses, supporting natural and nature-based solutions, and integrating hazard mitigation into local planning and development decisions. These actions provide a framework for jurisdictions to pursue projects, policies, and funding opportunities that will reduce vulnerability and improve long-term sustainability.

The plan concludes with a maintenance strategy that outlines procedures for monitoring implementation progress, evaluating effectiveness, maintaining public involvement, and updating the plan over the next five years. Through continued regional coordination and proactive investment in mitigation measures, the Lowcountry can reduce future disaster impacts, protect its residents and resources, and enhance resilience to both existing and emerging hazards.

SCAN TO LEARN MORE



2026 Lowcountry Hazard Mitigation Plan

2026 Lowcountry Hazard Mitigation Plan

This multi-jurisdictional plan was developed through a collaborative effort led by the Lowcountry Council of Governments (LCOG) and includes Beaufort, Colleton, Hampton, and Jasper Counties, along with participating municipalities and regional partners.

The plan provides a profile of the most common hazards in the region, including historic locations and past occurrence data, probability of future occurrence, and loss information.

The plan also includes vulnerability indicators for identifying populations and critical facilities at greatest risk from the effects of regional hazards. Finally, the plan identifies the mitigation actions to save lives and to prevent major property damage and other losses caused by disasters in the Lowcountry region.



Plan Overview and Purpose



- The 2026 Lowcountry Hazard Mitigation Plan serves as the regional strategy for reducing long-term risks to life, property, infrastructure, the environment, and the economy from natural and human-caused hazards affecting the South Carolina Lowcountry.

- The plan is a 5-year update of the 2020 Lowcountry Natural Hazard Mitigation Plan and fulfills the requirements of the Disaster Mitigation Act of 2000 and FEMA's hazard mitigation planning regulations under 44 CFR §201.6.

- FEMA-approved hazard mitigation plans are required for local governments to remain eligible for federal Hazard Mitigation Assistance grant programs.

- Adoption is the final stage of the mitigation planning process and is required to receive FEMA approval.

2026 PLAN'S TIMELINE

- May 2023 – Began working on HMGP Ian grant submission for the Hazard Mitigation Plan Update.
- November 2023 – Submitted the HMGP grant to FEMA. Began working on BRIC grant submission.

- March 2025 – BRIC program suspended.
- November 2025 – Awarded HMGP grant and began working on the plan update.

2021

2023

2024

2025

2026

- 2020 Plan for Beaufort, Colleton, Hampton, and Jasper Counties which expires June 27, 2026.

- February 2024 – Submitted the BRIC grant to FEMA.

- May 2026 – Completed the draft final plan and distributed to public, stakeholders, and steering committee members for review.
- The plan will be submitted to SCEMD and FEMA. Final approval will be pending jurisdictions adoptions.

Plan Outline

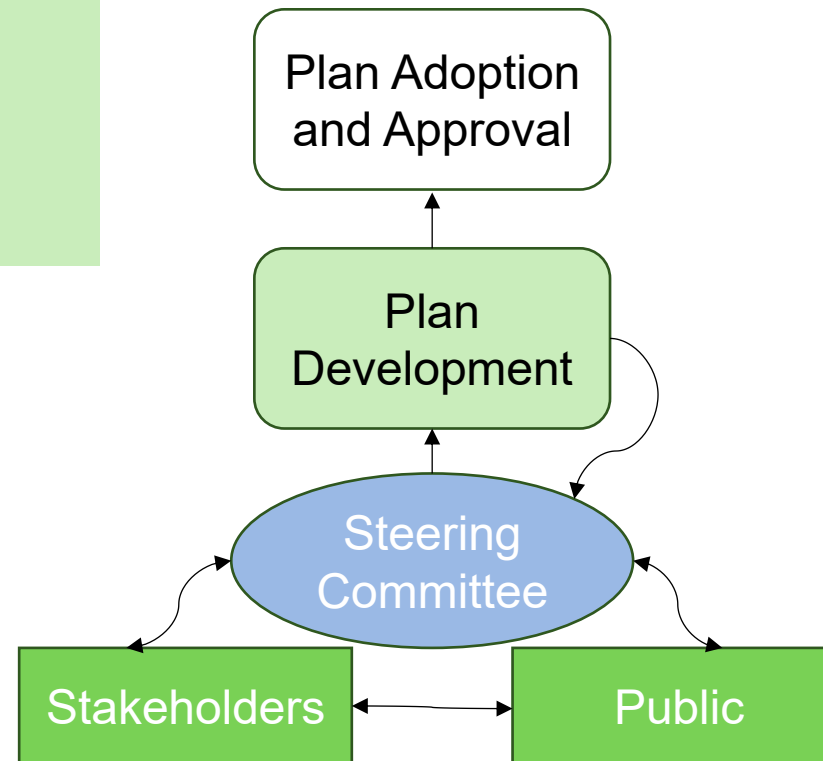
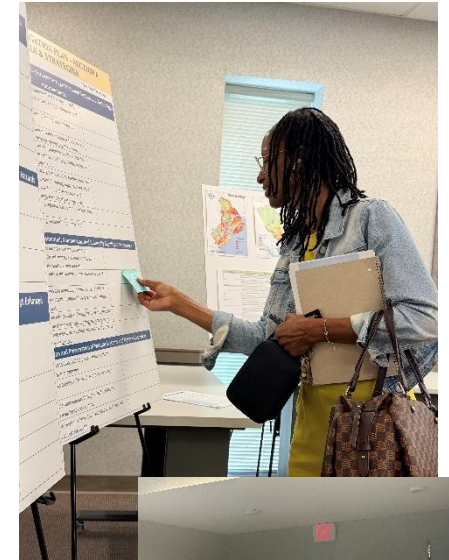
1. Introduction & Planning Process
2. Lowcountry Profile
3. Hazard Identification & Assessment
4. Vulnerability Assessment
5. Community Capability Assessment
6. Hazard Mitigation Strategy
7. Plan Maintenance

Appendix:

- A. Meetings
- B. Stakeholder Participation
- C. Plan Review
- D. Public Assistance Projects
- E. Flood Zone Definitions
- F. Flood Zone Maps
- G. Critical Facilities
- H. Extreme Heat
- I. 2020 Actions Update
- J. 2026 Action Plans
- K. Adoption Resolutions

FEMA's Four Steps of Mitigation Planning

1. Identify the planning team and organize resources.
2. Assess risks
3. Develop a mitigation strategy
4. Adopt and implement the plan



LOWCOUNTRY PROFILE

% Change	Lowcountry	Beaufort	Colleton	Hampton	Jasper
Total Population					
2015 – 2020	7.7%	10.7%	-1%	-6.1%	11.3%
2020 – 2024	5.3%	2.9%	3.1%	-5.0%	8.8%
Population 65+					
2010 – 2018	41.8%	44.4%	17.7%	19.3%	41.8%
2018 – 2024	9%	7.8%	4.4%	0.7%	32.4%
Hispanics					
2010 – 2018	7.2%	7.6%	16.5%	7.5%	2%
2018 – 2024	20%	14.8%	38.7%	-5.4%	47.9%
Housing Stock					
2010 – 2018	4.7%	5.2%	0.6%	0.0%	12.3%
2018 – 2024	5.9%	5.5%	0.3%	-5.4%	27.6%

HAZARDS LOSS AND PROBABILITY

Loss Summary 2019-2024		Hazard	Property & Crop	Hazard	Future Probability
\$9,425,491 8 72	Property and Crop Deaths Injuries	Hurricane	\$6,753,442	Lightning	550,919%
		Tornado	\$1,214,422	Wildfire	35,791%
		Flood	\$653,895	Drought	1,870%
		Windstorm	\$482,044	Windstorms	1,569%
		Lightning	\$321,688	Hail	631%
		Coastal Erosion	\$0	Flood	324%
		Drought	\$0	Tornado	148%
		Earthquake	\$0	Winter Storm	123%
		Extreme Heat	\$0	Hurricane	108%
		Hail	\$0	Extreme Heat	38%
		Wildfire	\$0	Earthquake	4%
		Winter Storm	\$0	Coastal Erosion	n/a
		Terrorism	\$0	Terrorism	n/a
		Cyber Attack	\$0	Cyber Attack	n/a
		Hazardous Materials	\$0	Hazardous Materials	n/a

OVERALL NATURAL HAZARD RISK

“The risk is defined as the potential for negative impacts as a result of a natural hazard, considering Expected Annual Loss, Social Vulnerability, and Community Resilience.”

Overall Risk	Relatively Moderate	Relatively Low	Relatively Low	Very Low
	Beaufort	Colleton	Hampton	Jasper
Expected Annual Loss represents the dollar loss from building value, population and/or agriculture exposure each year due to natural hazards.	Relatively Moderate	Relatively Low	Very Low	Relatively Low
Social Vulnerability is the susceptibility of social groups to the adverse impacts of natural hazards, including disproportionate death, injury, loss, or disruption of livelihood.	Relatively Low	Relatively High	Very High	Relatively Moderate
Community Resilience is the ability of a community to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions.	Relatively Moderate	Relatively Moderate	Relatively Low	Relatively Low

2026 Goals & Strategies

1. Protection of Structural Projects, Utilities, and other Critical Facilities and Systems from Natural Hazards

1.1 Continue to protect critical facilities both public and private (roads, bridges, water, sewer, electricity, and others) and critical services (fire, rescue, medical, and others) from natural hazard threats.

1.2 Continue to identify and schedule repairs and other improvements needed to ensure buildings are in adequate condition and with adequate equipment to function in the event of a disaster.

1.3 Inspect and assess utilities' capability and vulnerability to ensure they can handle natural disasters.

1.4 Ensure integrity of dams, levees, seawalls detention/retention basins, channel modification, retaining walls, and storm sewers.

1.5 Determine adequacy of current regional communications infrastructure and address needed improvements.

2. Enhancement of Public Education and Awareness of Natural Hazards

2.1 Develop an ongoing public communications and education program including multiple languages and a website, pamphlets, information packets, and articles in the local media.

2.2 Include information on how to respond to natural hazard threats including mitigation techniques, protective measures, and evacuation preparedness that businesses and homeowners can take.

2.3 Incorporate the use of local television channels, email, and social media, including Facebook™ and X™ to ensure that as many segments of the population as possible are reached.

2.4 Assistance of targeted, vulnerable population.

2026 Goals & Strategies

3. Improvement of Hazard Prevention Measures Through Policies, Plans, and Regulations.

3.1 Continue efforts to revise, update, and improve plans, codes, zoning, and other mechanisms to address natural hazard mitigation, and expand on present policies to further protect the counties and incorporated municipalities (floodplains, repetitive loss areas, and others).

3.2 Continue to enforce policies and ordinances for zoning, floodplains, flood damage prevention, stormwater management, building codes, beach renourishment, and others.

3.3 Encourage participation in the National Flood Insurance Program (NFIP) and work toward the lowering of the CRS rating.

3.4 Continue to seek grant funding for hazard mitigation related projects and programs.

3.5 Consider more rigorous standards for hazard-resistant construction, increased regulation of construction in hazard-prone areas as well as enhanced enforcement of existing regulations.

4. Enhancement of Emergency Services through Sustained System and Technology Improvements

4.1 Continue to update the Emergency Operation/Response Plan on an annual basis including information on responsible parties and contact information.

4.2 Maintain sufficient and up to date equipment and training for EMS, police, fire, and other departments to ensure prompt responses and the safety of residents.

4.3 Maintain warning systems, evacuation planning, and emergency response training.

4.4 Maintain safe and efficient evacuation routes – continue to cooperate with each other and SCDOT on highways connecting the counties.

4.5 Maintain sufficient and safe shelters for potential needs - should be able to accommodate all members of the area's population, including those with special medical or other needs.

4.6 Maintain the IT capabilities of local governments to ensure continuity of operations in the event of disaster, including supporting the use of centralized technology, located as far inland as possible, and developing a hosted (for instance, the "cloud") storage system.

4.7 Coordinate with the county and regional offices of the various state human services departments.

4.8 Maintain and enhance working relationships among local governments.

2026 Goals & Strategies

5. Protection of Residential, Commercial, and Culturally Significant Properties

5.1 Encourage use of innovative hazard-resistant construction techniques/materials (reinforced, impact-resistant doors, storm resistant windows, hurricane shutters, and others).

5.2 Advise/assist property owners in retrofitting homes, businesses, and institutional facilities.

5.3 Monitor and maintain trees and branches, in public areas, at risk of breaking or falling during hazards incidents (heavy rain, wind, storm etc.) and damaging property.

5.4 Utilize currently available information and mapping to help determine the areas and magnitude of impacts from flooding and sea level rise.

5.5 Seek grants for protective measures – include elevation and property acquisition for flooding mitigation.

6. Conservation and Preservation of Natural Systems and Natural Resources

6.1 Enhance floodplain protection, habitat preservation, wetland restoration, dune protection, and forest management.

6.2 Encourage renewable energy (solar, wind, hydropower) when possible.

6.3 Protect native species and habitats through wildlife corridors, rehabilitation, and invasive species control.

6.4 Use geographic information science (GIS) and data analysis to track resource use and ecosystem health.

Alternative:

Rather than showing the previous 3 Goals & Strategies slides.

Use the following Goals slide and fill in one slide that highlights actions completed/ ongoing that are specific to your jurisdiction.

2026 PLAN'S GOALS

“The goals are revised and updated from those appearing in the 2020 Plan”

01 Protection of Structural Projects, Utilities, and other Critical Facilities and Systems from Natural Hazards

02 Enhancement of Public Education, Information and Awareness of Natural Hazards

03 Improvement of Hazard Prevention Measures through Enhanced Policies, Plans, and Regulations

04 Enhancement of Emergency Services through Sustained System and Technology Improvements

05 Protection of Residential, Commercial, and Culturally Significant Properties

06 Conservation and Preservation of Natural Systems and Natural Resources

2026 [Jurisdiction] Actions

2020 Completed Actions	2026 New and Ongoing Action
<ul style="list-style-type: none">List completed actions	<ul style="list-style-type: none">List new and ongoing actions

AGENDA

ITEM# 11

Administrator's Report



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

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

jiwanicki@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

OCTOBER 19, 2026 - COUNCIL MEETING

ADMINISTRATOR'S REPORT

1. The Coosawhatchie Community Center CBDG Grant has been denied.
2. The Capital Improvements and Fire District Workshop needs to be rescheduled.
3. Updated special meetings and workshop spreadsheet follows this report.

PROGRESS REPORT

September 26, 2026 – October 9, 2026

1. September 28 met with 3 different engineering firms to discuss their as needed Engineering RFQ submittals.
2. September 28 met with the Ridgeland engineer who are designing Ridgeland waterline upgrade as part I-95 SCDOT project.
3. September 28 attended the Council Zoom Meeting.
4. Held an in-person Team meeting with my direct reports on September 29.
5. Councilman Arzillo and I met with Hardeeville, developer, State Infrastructure Bank, SCDOT and the Governor to discuss Exit 3 at the capital.
6. Met with SCDOT and or transportation Program Manager to discuss the Argent Boulevard project on September 30.
7. On October 1 attended the Argent Boulevard public information meeting at Palmetto Electric.

8. Attended the LATS meeting on October 2.
9. Met with Burr Forman on Oct 2 to discuss employment issue.
10. Met with Hardeeville and the developer to discuss the Exit 3 term sheet on October 5.
11. Attended part of the Council meeting on October 5.
12. On October 7 met with consultant preparing the procedures audit for Council.
13. On October 7 attended a meeting to set the draft agenda

County Council
2026 Workshops

	Topic	Type of Meeting	With Council Meeting or Stand Alone	Day	Date	Time	Venue
1	Jasper Telfair Development	workshop	w/ council meeting	Monday	1/5/2026	5:30pm	Council Chambers
2	Transfer of Custody - Detention Center	special meeting	stand alone	Monday	1/14/2026	4:00pm	Virtual
3	Jasper County Greenbelt Program	workshop	w/ council meeting	Monday	1/20/2026	5:00pm	Council Chambers
4	Business Items and Financial Retreat	special meeting	stand alone	Monday	1/26/2026	9:30pm	Council Chambers
5	Personnel Matters & AUP	executive session	stand alone	Monday	2/5/2026	2:00pm	Council Chambers
6	Intergovernmental Agreements	executive session	stand alone	Monday	2/9/2026	5:00pm	Hardeeville City Hall
7	Euhaw Overlay District	workshop	stand alone	Monday	3/23/2026	1:00pm	Council Chambers
8	Budget Workshop - Board of Elections	workshop	w/ council meeting	Monday	4/6/2026	4:00pm	Council Chambers
9	Shared Services Town of Ridgeland	executive session	stand alone	Wednesday	4/15/2026	4:00pm	Town of Ridgeland
10	Jasper Telfair PDD and Development Agreement	workshop	w/ council meeting	Monday	4/20/2026	4:00pm	Council Chambers
11	Shared Fire and EMS Services Hardeeville	special meeting	stand alone	Wednesday	5/5/2026	10:00am	Hardeeville City Hall
12	Budget Workshop - Clerk of Court & General Info	workshop	w/ council meeting	Monday	5/18/2026	4:00pm	Council Chambers
13	Shared Hardeeville Services & Budget Workshop	special meeting	stand alone	Wednesday	5/27/2026	10:00am	Council Chambers
14	School System Budget Workshop & Budget Workshop	workshop	w/ council meeting	Monday	6/1/2026	4:00pm	Hardeeville City Hall
15	Budget Workshop	workshop	stand alone	Wednesday	6/10/2026	3:00pm	Council Chambers
16	Budget Workshop	workshop	w/ council meeting	Monday	6/15/2026	4:00pm	Council Chambers
17	Budget Workshop	workshop	stand alone	Monday	6/22/2026	3:00pm	Council Chambers
18	Budget Workshop	special meeting	stand alone	Wednesday	6/24/2026	3:00pm	Council Chambers
19	Budget	special meeting	stand alone	Monday	6/29/2026	10:00am	Council Chambers
20	Employee Handbook Workshop	workshop	w/ council meeting	Monday	7/20/2026	5:00pm	Council Chambers
21	Animal Shelter Workshop	workshop	stand alone	Wednesday	7/22/2026	2:00pm	Council Chambers
22	Motorola Detention Center Workshop	workshop	stand alone	Tuesday	8/18/2026	4:00pm	zoom
23	Administrator Interviews	special meeting	stand alone	Wednesday	9/9/2026	3:30pm	Council Chambers
24	Administrator Interviews	special meeting	stand alone	Thursday	9/10/2026	11:00am	Council Chambers
25	Strategic Planning Session	workshop	stand alone	Thursday	9/17/2026	All Day	Palmetto Elec Ridgeland
25	Treasurer Lawsuit	special meeting	stand alone	Monday	9/28/2026	4:00pm	zoom
26	Capital Improvement Workshop	workshop	TBA - Rescheduled From 9/29/26	TBA	TBA	TBA	TBA
27	Fy 2028 Budget Planning Session	workshop	TBA - Rescheduled From 9/29/26	TBA	TBA	TBA	TBA
29	Joint Meeting re: Economical Development	workshop	TBA	TBA	TBA	TBA	TBA
30	Cyber Security	workshop	TBA	TBA	TBA	TBA	TBA
31	2027 Budget - New Method	workshop	TBA	TBA	TBA	TBA	TBA
	Completed		Budget Adoption Schedule				
			First Reading	5/18/2025			
			Public Hearing and Second Reading	6/15/2026			
			Third and final Reading	6/29/2026			

AGENDA

ITEM# 12

Councilmember
Comments