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This meeting will be held at the **Jasper County Council Chambers**, which is located at 358 Third Street, 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, March 16, 2026, or sign in on the colored Public Hearing Sign-in Sheet on the chair in the back of the Council Chambers before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

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

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

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



JASPER COUNTY COUNCIL COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Building
358 Third Ave., Ridgeland, SC. 29936
Monday, March 16, 2026

AGENDA

5:00 PM: Council Executive Session

➤ Please silence your phones during the Meeting.

1. Call the Council Meeting to Order by Chairman Rowell

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

2. Pledge of Allegiance and Invocation:

3. Approval of the Agenda:

4. Approval of the Consent Agenda:

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

CONSENT AGENDA ITEMS:

A) Approval of the Minutes of 10.01.2026 and 10.06.2026

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:

(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) Radio Controlled Flying Club claim

(2) Johnny Taylor; Trevon Taylor; and Ja'Miah Wilson v Jasper County et al.

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

(1) Security Update by the Sheriff

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:

A) Chief Russells and David Murphy – Code Enforcement Update

7. CITIZEN COMMENTS:

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

8. RESOLUTIONS

Note Resolution #R-2026-14 was removed from this agenda before the e-packet but will be on a future upcoming agenda

A) Jim Iwanicki – Consideration of Resolution [#R-2026-13](#), a Resolution of Jasper County, South Carolina County Council, Approving an Intergovernmental Agreement with the City of Hardeeville for Relocation of Electrical Utilities for the Argent Boulevard, Shortcut Road, and Jasper Road Intersection Alignment Project and Authorizing the County Administrator to execute the Intergovernmental Agreement on Behalf of the County.

B) Andrew Fulghum – Consideration of Resolution [#R-2026-15](#) Resolution of Jasper County Council to Approve Special Services Contract with Heather Rath Consulting to Provide Consulting Services on Projects as directed by Jasper County, and Matters Related Thereto.

C) **Andrew Fulgum** - Consideration of Resolution [#R-2026-16](#) a Resolution of Jasper County Council to Increase Sheriff's Salary Following Addition of Job Responsibilities to Include Custody, Management, and Operation Of Jasper County Detention Center and Jasper County Animal Shelter.

D) **Eric Larson** – Consideration of Resolution [#R-2026-17](#) a Resolution to Authorize the Acceptance of a Certain Right-Of-Way on Beck's Ferry Road from The South Carolina Department of Transportation; and Other Matters Related Thereto.

9. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

A) **Lisa Wagner** – **Public hearing** and consideration of **2nd Reading** of Ordinance [#O-2026-10](#) of Jasper County Council to amend the Official Zoning Map of Jasper County so as to transfer a property located along Elaine Farm Road, bearing Jasper County Tax Map Number 040-00-02-150 consisting of 8.0 acres from the Rural Preservation Zone to the Residential Zone. (1st Reading 03.02.2026)

B) **Lisa Wagner** – **Public hearing** and consideration of **2nd Reading** of Ordinance [#O-2026-11](#) of Jasper County Council to amend the Official Zoning Map of Jasper County so as to transfer a property located along Kato Bay Road, bearing Jasper County Tax Map Number 044-00-02-001, consisting of 11.2 acres from the Residential Zone to the Industrial Development Zone. (1st Reading 03.02.2026)

C) **Lisa Wagner** – **Public hearing** and consideration of **2nd Reading** of Ordinance [#O-2026-12](#) of Jasper County Council to amend the Official Zoning Map of Jasper County so as to transfer a property located along Tarboro Road, bearing Jasper County Tax Map Number 047-00-01-012 consisting of 43.78 acres from the Residential Zone and Rural Preservation Zone to the Rural Preservation Zone on the Jasper County Official Zoning Map. (1st Reading 03.02.2026)

D) **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.

E) **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.

F) **Eric Larson** – **Public Hearing** and consideration of the **2nd 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)

G) **Eric Larson** - Consideration of the **1st Reading** of an Ordinance Authorizing the Execution and Delivery of a Special Source Revenue Credit Agreement by and between Jasper County,

South Carolina and Project Heat, with respect to certain Economic Development Property in the County, Whereby Such Property Will Receive Special Source Revenue Credits; and Other Matters Related Thereto. (Project Heat)

H) **Eric Larson - Public Hearing** and consideration of the **2nd 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)

I) **Jim Iwanicki** – Selection of Architectural Firms to Fulfill the Indefinite Delivery Services – Architectural Required for RFQ #2026 - 01

J) **Lisa Wagner** – Consideration of the **2nd Reading** for Ordinance **#O-2026-08** Approving a **Development Agreement** for the Jasper Telfair Tract Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code of Ordinances of Jasper County, and Authorizing the Chairman of Jasper County Council to Execute Said Development Agreement, and Matters Related Thereto. (Jasper Telfair)
(1st Reading Held October 21, 2024, 1st Public Hearing Held November 4, 2024, 2nd Public Hearing December 2, 2024)

K) **Lisa Wagner** – Consideration of the **2nd Reading** for Ordinance **#O-2026-09** to Adopt Planned Development District Zoning For Three Tracts Of Land Consisting Of Approximately 30 Acres, Bearing Jasper County Tax Map Numbers 037-00-02-014, 037-00-02-017, And 037-00-02-018, Located Along Speedway Boulevard (Highway 17), At The Southeast Intersection Of South Okatie Highway (Highway 315) And Known As **Jasper Telfair PDD**.

(1st Reading Held October 21, 2024, Public Hearing Held November 4, 2024)

This the rezoning for the PDD for Jasper Telfair. The PDD document is over 860 pages so here is a link to that document:  [Jasper Telfair PDD and Concept Plan w rev. TIS.pdf](#)

10. Administrator’s Report

11. Councilmember Comments and Discussion

12. Adjournment:

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

CONSENT AGENDA

ITEM # 4A



JASPER COUNTY COUNCIL
SPECIAL CALLED WORKSHOP
Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Wednesday, October 1, 2025
Minutes

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

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

Call to Order of the Jasper County Council Meeting by Chairman Kemp

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

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

Approval of Agenda:

It was stated that the Council would like to amend the agenda to add an executive session for a discussion on the County Attorney.

Motion to amend the agenda to include an Executive Session to discuss the County Attorney situation:

Councilman VanGeison

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

Workshop Topic: FY2025/FY2026 Budget Amendment

The budget workshop was held to evaluate financial adjustments transitioning from fiscal year 2025 into 2026. Staff detailed the process of managing lapsing funds. A significant portion of the discussion centered on carryover requests for committed projects. Council members debated the necessity of funding non-committed projects. Maintaining a healthy fund balance to protect the county's credit rating while navigating an upcoming property reassessment was discussed in detail.

Mr. Fulghum and Ms. Burgess were present to discuss this workshop topic. They discussed the budget workshop and the fact that it was being held to evaluate financial adjustments transitioning from fiscal year 2025 into 2026. Staff detailed the process of managing lapsing funds. Mr. Fulghum noted that the budget amendment for Fiscal Year (FY) 2025 and FY 2026 would be considered for a public hearing and second reading the following Monday, the 6th. Miss Burgess presented the details of the budget amendment, covering lapsing funds from FY25, and carryover, reclassification, and additions into FY26.

The staff discussed with Council what was meant by the terms Lapsing Funds and the Cash Carry Forward in regard to the Jasper County Budget. The FY 2025 Budget Amendments were discussed along with the lapsing funds and reduction to the budget through the cash carry forward line item to give the amended total for the FY 2025 budget. The discussion of Carryover Funds for both Committed and Non-Committed Funds was reviewed.

The Committed Projects' total amount was also reviewed and discussed as was the Non-Committed Projects' totals. The Reclassification, Additions and Cash Carry Forward for FY2026 were reviewed and discussed with Council. Chairman Kemp raised concerns regarding encumbrances on the budget performance reports. Miss Burgess confirmed that all encumbrances lapse and should be zeroed out on June 30th.

General Discussion: None

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) County Attorney

Motion to go into Executive Session: Councilman Rowell

Second: Councilman

Vote: Unanimous

The motion passed.

Motion to return from Executive Session: Councilman Rowell

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

There was no action coming out of Executive Session.

Adjourn:

Motion to adjourn: Councilman Rowell

Second: Councilman VanGeison

Vote: Unanimous

The motion passed and the meeting adjourned.

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.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

W.J. Rowell III
Chairman



JASPER COUNTY COUNCIL COUNCIL WORKSHOP AND MEETING

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

Monday, October 6, 2025
Minutes

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

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

Call to Order of the Jasper County Council Meeting by Chairman Kemp

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

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

3. Approval of the Consent Agenda Items:

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

Motion to approve: Councilman Rowell

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

CONSENT AGENDA ITEM:

Approval of the Minutes of 05.19.2025; 05.28.2025; 06.02.2025; 06.04.2025; 06.09.2025; 06.11.2025 and 06.12.2025

This was the end of the Consent Agenda Items.

4. Approval of the Regular Agenda:

Chairman Kemp and Council discussed the addition of adding the Airport and Personnel under the Executive Session.

Motion to approve with an addendum to add the Airport and Personnel to the Executive Session:

Councilman Ceccarelli

Second: Councilman Rowell

Vote: Unanimous

The motion passed

PRESENTATION:

5. Kiwanis Club – John Costas, President of Hardeeville Jasper County Kiwanis Club

President John Costas mentioned that was the President of Hardeeville Jasper County Kiwanis Club. He mentioned that there were 12 clubs in between Charleston and Hilton Head. He introduced the newly formed local chapter, which focuses on children and communities along with youth leadership development. They focus on areas such as childhood health, nutrition, education, literacy, sponsor sports leagues and raising funds for pediatric research. Additionally, they donate books, host reading programs, build little free libraries and tutoring students. Their community service includes acts such as collecting supplies for homeless shelters, partner with food banks and build playgrounds. They coordinate local clean ups, plant trees, and establish community gardens. He noted a successful fundraiser for the Agape Family Life Center and invited the council to assist in expanding the club's presence in Ridgeland.

PROCLAMATION:

6. Chief Russell Wells – Proclamation for Fire Prevention Week™, Proclaiming October 5–11, 2025, is "Charge into Fire Safety™: Lithium-Ion Batteries in Your Home."

Chief Wells presented a proclamation for Fire Prevention Week (October 5–11, 2025), themed "Charge into Fire Safety". The focus is on the safe use and recycling of lithium-ion batteries. Council members discussed the need for better public education on battery disposal to prevent vehicle and facility fires.

7. CHAIRMAN KEMP'S COMMENTS: Chairman Kemp noted that this was Breast Cancer Awareness Month and mentioned some of Council were wearing pink to show their support. He discussed the need for Awareness and mentioned that there were free Mammograms provided from different agencies.

CITIZEN COMMENTS:

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

Minutes - 10.06.2025

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

Anthony Cresselli from Hardeeville expressed his discontent with the operations of the Finance Dept. and Finances of the County.

RESOLUTIONS

9. Kimberly Burgess – Consideration of Resolution #R-2025-53 Resolution of Jasper County Council to Approve the Procurement of Body Worn Cameras and Tasers for the Jasper County Detention Center through a Purchasing Cooperative with Omnia Partners.

Ms. Burgess was present to review, address and discuss the request for the above request. A proposal to was made to procure 35 units for the Detention Center payable over five years. Council members questioned the quantity since currently they only have 18 employees. Councilman Rowell and Council discussed the potential to repurpose 40 surplus tasers that the Sheriff's Office currently had.

Motion to table till the next meeting: Councilman Rowell

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

10. Kimberly Burgess – Public Hearing and 2nd Reading of Ordinance #O-2025-28 of Jasper County Council to Amend Jasper County Ordinance O-2024-13, the Fiscal Year 2025 Jasper County Budget, to Provide for Amendments to the Budget and to Carryover Approved Lapsing Funds to Fiscal Year 2026; to Amend Jasper County Ordinance O-2025-14, the Fiscal Year 2026 Jasper County Budget, to Provide for amendments to the Budget Resulting From the Carryover of Approved Lapsing Funds From Fiscal Year 2025; to Amend Certain Revenue Items; to Incorporate the Reclassification of Certain Line Items, to Amend for Fiscal Year 2026 Expenditures, the Inclusion of Additional Appropriations, and Matters Related Thereto. (*1st reading 09.15.2025*)

Ms. Burgess was present to review, address and discuss the request for consideration of this ordinance to amend Jasper County Ordinance O-2024-13, the FY 2025 Jasper County Budget, to provide for amendments to the Budget and to Carryover Approved Lapsing Funds to FY 2026; to amend Jasper County Ordinance Number O-2025-14, the FY 2026 Jasper County Budget, to provide for amendments to the Budget resulting from the Carryover of Approved Lapsing Funds from Fiscal Year 2025; to amend certain revenue items; to incorporate the reclassification of certain line items, to amend for Fiscal Year 2026 Expenditures, and the inclusion of additional appropriations. The budget amendments were discussed, the lapsing funds carryover for FY2026 and the reclassification of some line items within the budget. The carryover of the 127,000 for the parking lot and paving, and other carryover items were discussed. The public hearing on this item was opened but there were no comments, so the public hearing was closed.

Motion to approve with carrying over the \$127,000 for the parking lot and paving plus the \$1,060,400 carryover with the removal of the 3 other items discussed from the carryover items until they get to the third reading.: Councilman Rowell

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed

11. Chief Wells – Approval and Acceptance of the Medical Control Physician Contract Renewal for Emergency Medical Services provision as required by statute.

Chief Wells reviewed this request with Council for consideration of the acceptance and approval of the Medical Control Physician Contract Renewal for Emergency Medical Services provision as required. He noted that this was for the Med Control Physician who administers the overseeing of the medical work they do. He noted that she does provide of training to them at their monthly training sessions, and that this was an annual contract.

Motion to approve: Councilman Rowell

Second: Councilman Arzillo

Vote: Unanimous

The motion passed

12. Kimberly Burgess and Chief Wells - Consideration and Acceptance of Proposal for the Replacement of Garage Doors at Fire Station #30 located at 1511 Grays Highway.

Ms. Burgess and Chief Wells were present to review, address and discuss this request. Ms. Burgess noted that Jasper County had advertised for the supply and installation of three (30) commercial-grade garage doors with automatic openers with a bid due of Thursday, September 11, 2025, at 2:00 PM. The scope of work provided for a turnkey delivery which required that the project must be delivered as a turnkey installation, fully operational and accepted by Jasper County upon completion. Two bids were received timely. However, only Contract Building Systems, LLC, met the turnkey delivery requirement. Staff recommend that the Council accept the bid submitted Contract Building Systems, LLC for replacement of three (3) garage doors at Jasper County Fire Station #30, 1511 Grays Hwy., Ridgeland, SC, and to authorize the County Administrator to execute documents necessary for this project.

Motion to approve and authorize the Administrator to make the purchase: Councilman Ceccarelli

Second: Councilman Rowell

Vote: Unanimous

The motion passed

13. Administrator's Report: Mr. Fulghum reviewed the information from his report. There were no Action Items requiring a vote from the Council in the Administrator's Report

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

15. 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 – Treasurer and County Attorney

(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 – Baske v Jasper County et. al; Tax Map # 087-00-04-001; Forensic Audit; FAA

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

Motion to go into Executive Session: Councilman Rowell

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

Return to Open Session

Motion to Return to Open Session: Councilman VanGeison

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

15.1 Action coming out of Executive Session:

There was no action that came out of Executive Session.

For more information on this meeting please go to our YouTube Channel for the video. During meetings and / or workshops periods of review, discussion, presentation, comments, and other sections the minutes are typically condensed and paraphrased. The recorded version is available online at our YouTube Channel video at https://www.youtube.com/channel/UCBmlqX05cKAsHm_ggXCJIA. Closed captions are also available for all of our County Council videos. Just click the "CC" button to follow along.

16. Adjournment:

Motion to adjourn: Councilman Rowell

Second: Councilman Arzillo

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

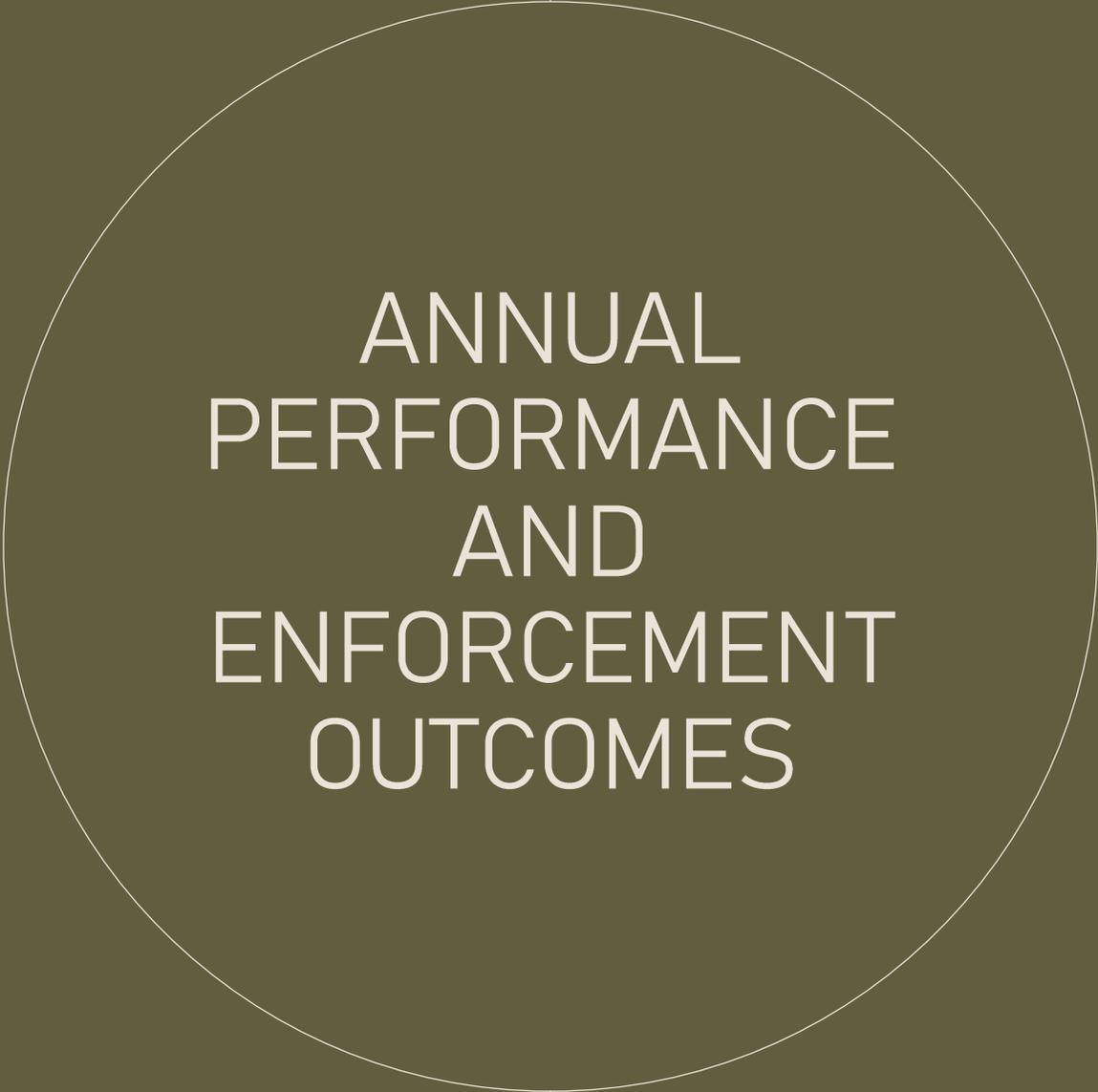
W.J. Rowell III
Chairman

AGENDA
ITEM # 6A



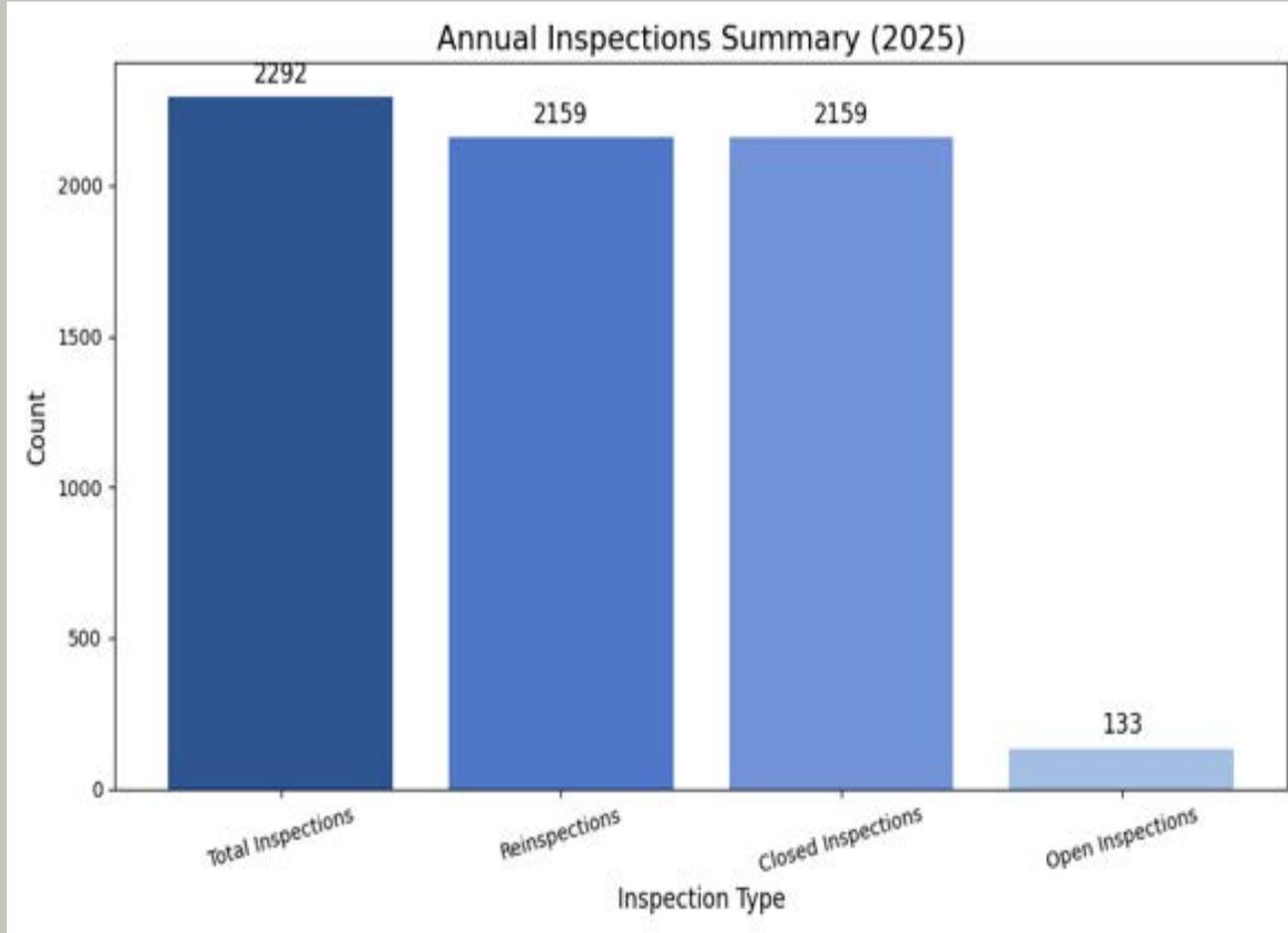
JASPER COUNTY CODE ENFORCEMENT ANNUAL AND Q1 OPERATIONS OVERVIEW

2025 - 2026



ANNUAL
PERFORMANCE
AND
ENFORCEMENT
OUTCOMES

2025 ANNUAL REPORT SCOPE AND COUNTYWIDE ENFORCEMENT RESULTS



Inspection and Compliance Overview

Over 2,200 inspections were conducted with a high compliance rate or correction in violations.

Focused Geographic Enforcement

Enforcement focused on the Hardeeville, Levy, and Ridgeland Areas as they are the primary residential areas.

Enforcement Categories and Coordination

Major violations included Nuisances Property Violations and Zoning / Land Use Violations.

LITTER CONTROL AND ENVIRONMENTAL NUISANCE ENFORCEMENT

Illegal Dumping Incident

Code Enforcement addressed 500 pounds of debris illegally dumped near Cat Branch Road, mitigating environmental and safety risks.

Dual Enforcement Framework

Litter violations on public lands are enforced under Litter Control code, while litter and environmental violation on private property follow IPMC nuisance provisions.

Enforcement Visibility and Prevention

Prompt enforcement and documentation deter illegal dumping and encourage community reporting to prevent future violations.

Ongoing Priorities and Coordination

Litter control remains a priority through coordination with public works, outreach programs (Palmetto Pride and Keep Jasper Beautiful) and law enforcement.



2025 MAJOR PROJECTS: DEMOLITION, ZONING, AND JUNKYARD COMPLIANCE



Demolition Projects and Safety

(2025) Twelve (12) demolition projects were initiated to remove unsafe buildings, enhancing safety and corridor aesthetics along I-95 Exit 28.

Mobile Home Park Compliance

Countywide mobile home park inspections improved emergency access and safety. Verification of 911 Addressing during inspections increases response times.

Junkyard Enforcement

(2025) Six (6) junkyards identified; three illegal sites cleared while others work towards zoning compliance through collaborative enforcement.

Cooperative Zoning Compliance

(2025) Businesses and residential zoning violations were corrected cooperatively with permits, licensing, or full remove of operations.



QUARTERLY
OPERATIONS
AND
STRATEGIC
INITIATIVES

Q1 2026 INSPECTION ACTIVITY AND ACTIVE CASELOAD OVERVIEW

01-01-2026 THROUGH 03-31-2026

Inspection Category	Inspections	Primary Locations
Condemned / Unsafe Structures	20	County Wide
IPMC (Nuisance)	82	Hardeeville, Tillman, Ridgeland
Zoning Violations	8	Hardeeville, Ridgeland
Business License	6	Ridgeland Area
Junkyard / Salvage	6	Hardeeville, Levy, Yemassee, Ridgeland
Total Inspections	122	

CONDEMNED PROPERTIES AND UNSAFE STRUCTURE ENFORCEMENT



Current Condemned Properties

As of Q1 2026, Code Enforcement has 20 condemned properties, inspected and posted with notices to owners. 27 properties in total Condemned with the County.

Geographic Distribution

Condemned properties are mainly in Hardeeville and Ridgeland, concentrated along key corridors like West Frontage Road, Grahamville Road, and the I-95 Corridor (Visible from I-95).

Demolition and Compliance

Owner-initiated demolitions are being completed in coordination with Code Enforcement. No County contracts have been negotiated or executed year-to-date.

Safety and Redevelopment

Systematic tracking and enforcement improve neighborhood safety and encourage redevelopment efforts.

PROJECT SAFE STAY: TARGETED RV & CAMPER ENFORCEMENT INITIATIVE

Health and Safety Risks

Illegal RV, CAMPER, or TRAVELTRAILERS, this will include Graceland shed; used as a residency poses risks including improper wastewater disposal, fire hazards, and waste disposal.

Operation Structure and Timeline

The 90-day initiative includes 30 days of educational notices. With 60 days of enforcement. This Operation does not affect properly zoned RV Parks and Campgrounds.

Goals and Outcomes

Operation Safe Stay aims to reduce hazards, improve living conditions, and enforce countywide housing standards by reducing the amount of Camper / RV and unauthorized structures being used as a resident.

Communication and Compliance

Clear notices and education provide occupants with compliance options and timelines.





2026 PUBLIC OUTREACH & MEDIA CAMPAIGN



Media & Communication Strategy:

Develop clear, accessible educational materials for social media, local news, and other County Platforms. Introduce quarterly media updates highlighting success stories, before-and-after abatement projects as a why to highlight community partnerships.

Community Engagement:

Host neighborhood workshop and pop-information booths at community events to increase direct public interaction. Leading to stronger partnerships with civic groups, HOA's and other local organizations.

Visibility Projects:

Roll out "Clean & Safe Jasper County" branding for all public-facing materials and all public and social media platforms. This could include season reminders and property maintenance and hazard tips for the coming Hurricane Season.

2026 CODE ENFORCEMENT CONTINUOUS IMPROVEMENT

Closure of Outstanding Cases

Focus on resolving inspections and abatements from prior year, continuing demolition of blight or derelict structures.

Additional “Projects” to increase public knowledge and education.

Upcoming Projects:

Pre-Hurricane Season Inspections focused on identifying loose debris, overgrown lots and vegetation, unsafe structures, and unsecured materials. Assist with post-storm damage assessment.

Goal of Code Enforcement:

Voluntary compliance and continued community support to educate and to promote health, safety, and quality of life of Jasper County.



CONTACT:
CODE ENFORCEMENT
843-547-8290 OR 843-
726-7606

EMAIL:
[CODEENFORCEMENT@
JASPERCOUNTYSC.GOV](mailto:CODEENFORCEMENT@JASPERCOUNTYSC.GOV)

Q & A



AGENDA

ITEM # 7

Citizen Comments

AGENDA
ITEM # 8A

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

RESOLUTION R-2026-13

A RESOLUTION OF JASPER COUNTY, SOUTH CAROLINA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HARDEEVILLE FOR RELOCATION OF ELECTRICAL UTILITIES FOR THE ARGENT BOULEVARD, SHORTCUT ROAD, AND JASPER ROAD INTERSECTION ALIGNMENT PROJECT AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE COUNTY

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

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

WHEREAS, the County and the City recognize the importance of improving the capacity and safety of Argent Boulevard, Shortcut Road, and Jasper Road (the “**Project**”), including the relocation of utilities to accommodate the Project; and

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

WHEREAS, such funds are intended to be allocated to facilitate economic development, promote public safety, provide much needed infrastructure, promote desirable living conditions, and enhance the quality of life in Jasper Country through infrastructure projects such as the Project described herein; and

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

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

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

This Resolution made effective as of the date hereof.

DONE, RATIFIED AND ADOPTED this ____ day of March 2026.

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

ATTEST:

Wanda Hendrix-Giles
Clerk to County Council

Resolution R-2026-_____
Adopted: March __, 2026

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

Name

Date

EXHIBIT A
Intergovernmental Agreement

STATE OF SOUTH CAROLINA)
) INTERGOVERNMENTAL AGREEMENT
COUNTY OF JASPER)

Argent Road, Shortcut Road, and Jasper Road Utility Relocation Project

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

RECITALS

WHEREAS, the City and the County desire to cooperate in the design and construction of transportation improvements for the benefit of their mutual residents; and

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

WHEREAS, the City is managing the Argent Boulevard, Shortcut Road, and Jasper Road Intersection Alignment Project (“**Project**”); and

WHEREAS, the relocation of electrical utilities along Argent Road, Shortcut Road, and Jasper Road (“**Utility Relocation Work**”) is necessary to accommodate the Project; and

WHEREAS, Palmetto Electric Cooperative, Inc. (“**Palmetto Electric**”) will perform the Utility Relocation Work through its authorized contractors and will require payment in full prior to commencement of such work; and

WHEREAS, the total cost of the Utility Relocation Work is Seven Hundred Twenty-Four Thousand Nine Hundred Nine Dollars and 00/100 (\$724,909.00), as will be detailed in Palmetto Electric’s formal invoice; and

WHEREAS, the City agrees to make payment to Palmetto Electric to initiate the Utility Relocation Work and manage coordination of the work as part of the overall Project; and

WHEREAS, the County agrees to reimburse the City in full for the cost of the Utility Relocation Work from the 2024 Jasper County Transportation Sales Tax Program (“**2024 Penny Tax**”); and

WHEREAS, Palmetto Electric will provide a preliminary schedule for the work, which shall be attached as an exhibit upon receipt; and

WHEREAS, both Parties desire to enter into this IGA to clearly define their respective roles and responsibilities and ensure efficient use of public funds.

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

1. Project Description

The Project consists of the alignment and improvement of the intersection of Argent Boulevard, Shortcut Road, and Jasper Road, including the necessary relocation of electrical utilities within the Project limits.

This IGA pertains solely to the relocation of electrical utilities as performed by Palmetto Electric.

A map or drawing of the Project limits is attached hereto and incorporated herein as **Exhibit 1 (Project Location Map)** and incorporated herein by reference.

2. Responsibilities of the City of Hardeeville

- a. The City shall serve as the lead agency for the coordination and administration of the Utility Relocation Work.
- b. The City shall make payment in full to Palmetto Electric in the amount of \$724,909.00 upon receipt of Palmetto Electric's invoice, a copy of which will be attached hereto and incorporated herein as **Exhibit 2 (Palmetto Electric Invoice)** once available.
- c. The City shall coordinate with Palmetto Electric, its contractors, and any affected utilities to ensure completion of the Utility Relocation Work in accordance with the approved schedule.
- d. The City shall provide the County with documentation of payment and progress updates throughout the relocation process.
- e. The City shall remain responsible for the overall management and completion of the Argent/Shortcut/Jasper Intersection Alignment Project.

3. Responsibilities of Jasper County

- a. The County shall reimburse the City for the total amount paid to Palmetto Electric (\$724,909.00) for the Utility Relocation Work.
- b. Reimbursement shall be made from the 2024 Jasper County Transportation Sales Tax (Penny Tax) funds, as authorized by Jasper County Ordinance No. _____.
- c. The County shall remit payment to the City within thirty (30) days of receipt of a complete reimbursement request, which shall include a copy of Palmetto Electric's paid invoice and proof of payment.

4. Project Cost and Payment Terms

- a. The total cost of the Utility Relocation Work is \$724,909.00, as set forth in Exhibit 2 once attached.
- b. Palmetto Electric shall require payment in full prior to commencing work.
- c. The City will pay Palmetto Electric directly and then submit documentation to the County for full reimbursement.
- d. A preliminary schedule provided by Palmetto Electric will be attached as Exhibit 3 (Preliminary Construction Schedule) upon receipt and incorporated by reference.

5. Future Utility Relocation and Conditional Repayment

a. The Parties acknowledge that a portion of the Utility Relocation Work included within the scope of this IGA, as depicted on **Exhibit 4 (Future Argent Boulevard Widening Area)**, may be subject to additional relocation in the future.

b. The need for any future relocation of Palmetto Electric electrical facilities within the area identified on Exhibit 4 shall be determined in connection with a future Argent Boulevard widening project, which is anticipated to be undertaken and managed by Jasper County approximately five (5) years from the Effective Date of this IGA.

c. In the event that, as part of the Argent Boulevard widening project, additional relocation of Palmetto Electric electrical utilities is required within the area identified on Exhibit 4, and such relocation results in relocation costs attributable to facilities previously relocated under this IGA, the City shall be responsible for repayment to the County of a portion of the Transportation Sales Tax funds previously reimbursed to the City under this Agreement.

d. Any repayment obligation by the City under this Section shall be limited solely to the portion of the original Utility Relocation Work associated with the area shown on Exhibit 4 and shall not exceed Two Hundred Seventeen Thousand Four Hundred Seventy-Two Dollars and 00/100 (\$217,472.00), representing approximately thirty percent (30%) of the original reimbursed amount of \$724,909.00.

e. No repayment obligation shall arise unless and until:

1. Jasper County formally undertakes the Argent Boulevard widening project;
2. Palmetto Electric determines that additional utility relocation is required as a direct result of such widening; and
3. Actual relocation costs are incurred in connection with such additional relocation.

f. This Section shall survive completion of the Utility Relocation Work described herein and shall remain effective solely for the purpose of addressing any future repayment obligation arising under this Section.

5. Term and Termination

- a. This IGA shall remain in effect until completion of the Utility Relocation Work and full reimbursement to the City, unless terminated earlier by mutual written agreement of the Parties.
- b. Upon completion of the Utility Relocation Work, the Parties shall meet to determine next steps regarding subsequent phases of the overall Project.

6. General Provisions

- a. **Termination.** Termination of this IGA, in whole or in part, may occur only by mutual written agreement of the Parties.
- b. **Amendments.** This IGA may not be amended, changed, or modified except by written consent of both Parties.
- c. **Severability.** In the event any provision of this IGA is held invalid or unenforceable, such holding shall not affect the validity of the remaining provisions.
- d. **Counterparts.** This IGA may be executed in counterparts, each of which shall be deemed an original, and all together shall constitute one and the same instrument.
- e. **Governing Law.** This IGA shall be governed by and construed in accordance with the laws of the State of South Carolina.
- f. **Captions.** Headings are for convenience only and shall not affect interpretation of this IGA.
- g. **Dispute Resolution.** Any disputes arising under this IGA shall first be submitted to mediation with a South Carolina Certified Mediator mutually agreed upon by the Parties. If the Parties cannot agree, the Chief Administrative Judge for the Circuit Court of Jasper County shall designate a mediator. If mediation is unsuccessful, litigation shall be brought in the Court of Common Pleas, 14th Judicial Circuit, Jasper County.
- h. **Notices.** All notices shall be in writing and delivered via U.S. Registered Mail or email with confirmation of receipt.
- i. **Incorporation of Exhibits.** The recitals contained herein above and Exhibits 1, 2, and 3 attached hereto are incorporated by reference and made a substantive part hereof.

7. Entire Agreement

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

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

[Signature Pages to Follow]

[Remainder of Page Intentionally Left Blank]

WITNESS:

JASPER COUNTY, SOUTH CAROLINA

Andrew Fulghum, *County Administrator*

Date

[Jasper County Signature Page to IGA dated _____]

WITNESS:

City of Hardeeville

Joshua A Gruber, *City Manager*

Date

[City of Hardeeville Signature Page to IGA dated _____]

Exhibit 1:
Project Location Map



SCALE: 1" = 40'
 DATE: 08/10/10
 PROJECT NO.: 10-0001
 SHEET NO.: 10-0001-01

Intersection Improvement
 For
 Argon Road @ James Street/Port Cur Rd.
 Jasper County, SC
 PREPARED FOR:
 City of Hartselle
 PREPARED BY:
THOMAS HUTTON
 ENGINEERS
 1000 N. Orange St., Suite 100
 Hartselle, AL 35894

DATE	DESCRIPTION
08/10/10	ISSUED FOR PERMIT
08/10/10	ISSUED FOR CONSTRUCTION
08/10/10	ISSUED FOR BIDDING
08/10/10	ISSUED FOR RECORD

Exhibit 2:

Palmetto Electric Invoice (\$724,909.00)

Exhibit 3:

Preliminary Construction Schedule

EXHIBIT #3

Argent/Shortcut/Jasper Station Intersection Project

Power relocation from above ground to underground

(All work will be done via boring)

Palmetto Electric SCHEDULE:

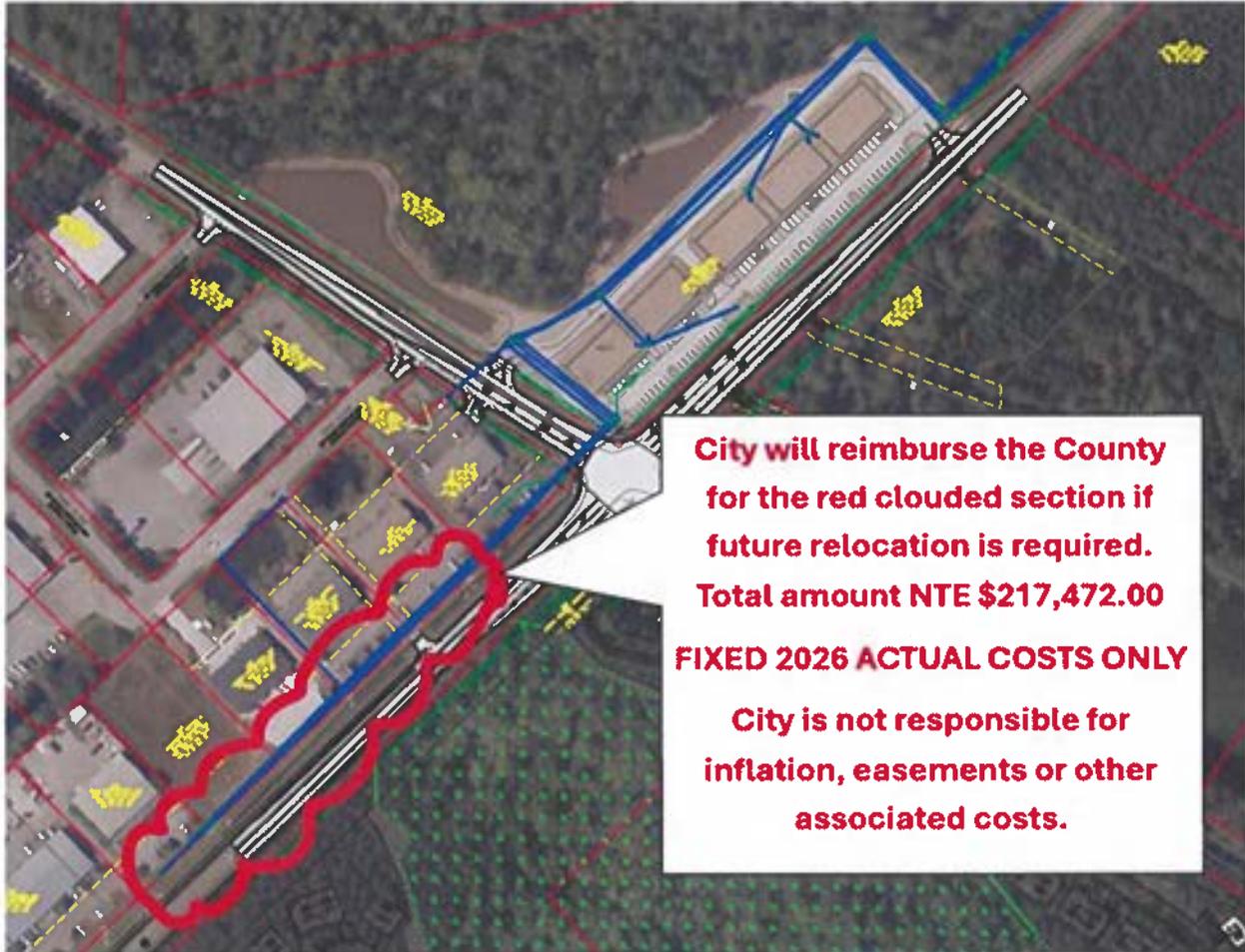
Palmetto Electric to commence construction on or before: **February 18, 2026**

Energizing the new lines/testing: **Week process May 4th – 8th, 2026**

Project completion on or before: **May 15, 2026**

Exhibit 4:

Future Argent Boulevard Widening Area



AGENDA
ITEM # 8B

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER #R-2026-15

**RESOLUTION OF JASPER COUNTY COUNCIL TO
APPROVE SPECIAL SERVICES CONTRACT WITH
HEATHER RATH CONSULTING TO PROVIDE
CONSULTING SERVICES ON PROJECTS AS DIRECTED BY
JASPER COUNTY, AND MATTERS RELATED THERETO**

WHEREAS, Jasper County (the “County”) has several projects for which an outside consultant familiar with federal, state and local government operations, grant opportunities and grant requirements are needed, and desires to enter into a contract with Heather Rath Consulting (the “Contractor”) to provide consulting services on projects as directed by the County; and

WHEREAS, Article V, Section 2-413 of the Code of Ordinances of Jasper County defines “special services” as those professional services provided by physicians, architects ministers, engineers, accountants, attorneys, and management and consulting services, which are normally obtained on a fee basis, and further provides that these special services may be procured without utilization of a bidding process; and

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

WHEREAS, the Contractor is experienced in general consulting for projects and grants for Jasper County and for other counties and municipalities in the region; and

WHEREAS, Jasper County Administration, in cooperation with the purchasing officer has solicited the best possible contract, and

WHEREAS, the Jasper County Council desires to utilize the Contractor’s expertise related to consulting services for projects during the calendar year 2026.

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, being duly assembled and by the authority of the same hereby is of the belief and finds that the requirements of Article V, Sec. 2-413 of the Jasper County Code of Ordinances are met and hereby approve the consulting agreement for services described in Exhibit A attached hereto and made a part hereof, with Heather Rath Consulting; and

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

SIGNATURES FOLLOW

This Resolution No. R- 2026-__ made this ____ day of February 2026.

W. J. Rowell, III
Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

Burr & Forman LLP

Date



CONSULTANT AGREEMENT

This Consultant Agreement is made effective as of January 1st, 2026 , by and between Heather Rath Consulting (“Consultant”) and Jasper County (the “Client and/or Company”). The Consultant and Company are sometimes also referred to as the “Parties” and each as a “Party.”

Consultant shall be further identified as follows:

Physical Address	Primary Contact Name
24 Bellhaven Way, Hilton Head, SC 29928	Heather Rath
Telephone	Primary Contact Email
843.415.5978	hrath@heatherrathconsulting.com

The Parties, intending to be legally bound, agree as follows:

1. Work to be performed. Consultant agrees to perform the work described in this Section (the “Work”) and shall report in writing and phone to Client the frequency and regarding the subject matter Client may require to keep Client informed about Consultant’s activities under this Agreement. Work to include but not limited to:

- **Consulting work related to grant support and opioid project management along with other related needed projects.**

2. Period of performance. The period of performance of the Work shall commence on January, 1st, 2026, and shall continue through December 31, 2026 (the “Term”), unless this Agreement is extended or terminated earlier pursuant to this agreement. This Agreement may be renewed or extended for an additional period by written agreement of both Parties.

3. Contract type. Fixed monthly fee. Client shall pay the Consultant an hourly fee of \$115/hour for the Work. Consultant shall bill the Client every two weeks with a timesheet detailing time and Work as an attachment.

4. Submission and payment of invoices. Consultant shall submit invoices for the performance of the Work at the intervals specified in Section 3 above. Invoices shall be submitted to: Tisha L. Williams, Executive Assistant, tllwilliams@jaspercountysc.gov.

5. Changes and modifications. Any material change to the Work or the terms of this Agreement must be set forth in a writing and signed by the Parties.

6. Confidential information. Through its performance of the Work, Consultant and its directors, officers, employees, or other representatives may have access to certain confidential and proprietary information concerning Client’s organization, employees, members, and otherwise, including, but not limited to, information concerning Client’s organization and structure, business, and marketing plans, legislative or policy plans, financial data, the identity of present and prospective members of Client, Client’s current and prospective contracts, and policies, standards, procedures, and practices of Client (hereafter referred to collectively as “Confidential Information”). Unless expressly authorized by Client in writing, neither Consultant nor its directors, officers, employees or other representatives shall use Confidential Information for their own benefit or for the benefit of anyone other than Client, nor disclose such Confidential Information to anyone other than Client, except as required by law. Consultant shall keep this information confidential.

7. Termination. This Agreement will terminate at the end of the Term unless terminated earlier by either party for any reason or no reason upon (90) days written notice to the other Party.

8. Independent contractor status. The relationship of Consultant to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. Consultant has the right to control and direct the means, manner, and method by which the Work is performed. Consultant shall comply with all laws and assume all risks incident to its status as an independent contractor. Consultant covenants and agrees to pay all applicable federal, state, and local income taxes, associated payroll and business taxes, licenses and fees, workers’ compensation insurance payments, and premiums; no such taxes, fees, or sums shall be withheld or paid by Company on behalf of Consultant. Consultant specifically acknowledges and agrees that it is responsible for paying, according to applicable law, Consultant’s income taxes, if any. Consultant further acknowledges and agrees that it may be liable for self-employment (social security) tax, to be paid by Consultant according to applicable law. Consultant acknowledges and agrees that no workers’ compensation insurance shall be obtained by Company covering Consultant.

Agreed to:

Accepted by:

Heather Rath Consulting

Jasper County

By:

By: Heather Rath
Name: Heather Rath, Heather Rath Consulting

Name: Andrew Fulghum, Jasper County

Date: 1/30/2026

Date: _____

AGENDA

ITEM # 8C

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER #R-2026-16

**RESOLUTION OF JASPER COUNTY COUNCIL TO
INCREASE SHERIFF'S SALARY FOLLOWING ADDITION
OF JOB RESPONSIBILITIES TO INCLUDE CUSTODY,
MANAGEMENT, AND OPERATION OF JASPER COUNTY
DETENTION CENTER AND JASPER COUNTY ANIMAL
SHELTER**

WHEREAS, Jasper County, South Carolina (the "County"), acting through the Jasper County Council as its government 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 office of the Sheriff of Jasper County (the "Sheriff") is an elected constitutional office created by Article V, Section 24 of the South Carolina Constitution; and

WHEREAS, the Jasper County Detention Center, located at 12008 North Jacob Smart Blvd, Ridgeland, SC 29936, (the "Detention Center"), serves as the county jail for purposes of Chapter 5 of Title 24 of the Code of Laws of South Carolina 1976, as amended (the "S.C. Code"); and

WHEREAS, Section 24-5-10 of the S.C. Code vests custody of the county jail in the Sheriff and imposes upon the Sheriff the duty to safely keep persons lawfully detained therein; and

WHEREAS, Section 24-5-12 of the S.C. Code authorizes the county sheriff, upon approval of the governing body of the county, to devolve all powers and duties relating to the custody of the county jail on the governing body of the county, notwithstanding Section 24-5-10 or any other provision of law; and

WHEREAS, Section 24-5-12 of the S.C. Code further provides that, once such powers and duties have been devolved to the governing body of the county, custody of the jail remains with the governing body unless, by mutual agreement and approval of the sheriff, the governing body devolves its powers and duties relating to custody of the county jail back to the sheriff; and

WHEREAS, County Council and the Sheriff determined and mutually agreed that custody of the Detention Center, as provided in Section 24-5-10 of the S.C. Code, should be vested in and exercised by the Sheriff, and that County Council should devolve its

powers and duties relating to custody of the Detention Center to the Sheriff, which the Sheriff agreed to accept, pursuant to Section 24-5-12 of the S.C. Code;

WHEREAS, on January 14, 2026 and pursuant to Section 24-5-12 of the S.C. Code, the County Council devolved and transferred to the Sheriff all powers and duties related to the custody, management, and operation of the Jasper County Detention Center, including responsibility for the care, custody, and control of persons lawfully detained therein and the Sheriff accepted from the County Council all powers and duties related to the custody, management, and operation of the Jasper County Detention Center, including responsibility for the care, custody, and control of persons lawfully detained therein pursuant to Emergency Ordinance No: O-2026-04;

WHEREAS, the County Council subsequently ratified, confirmed, and approved Emergency Ordinance No. O-2026-04, including transfer of responsibility for managing and operating the Jasper County Detention Center effective January 12, 2026, by adopting Ordinance No. O-2026-06;

WHEREAS, pursuant to Resolution No. R-2025-049A, the Sheriff also assumed the additional responsibility of custody, management, and operation of the Jasper County Animal Shelter pursuant to his oversight responsibilities of Jasper County Animal Services, effective August 1, 2025; and

WHEREAS, in consideration of the Sheriff's additional duties and responsibilities outlined herein, it is the County's desire to increase the Sheriff's annual salary from \$132,414.44 to \$197,000.00.

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, being duly assembled and by the authority of the same, in consideration for the additional duties and responsibilities performed by the Sheriff associated with operation and oversight of the Jasper County Detention Center and the Jasper County Animal Shelter, hereby authorizes a \$64,585.56 increase in the Sheriff's annual salary such that the Sheriff's total annual salary shall be \$197,000.00;

BE IT FURTHER RESOLVED THAT, the salary increase contemplated by this Resolution shall be retroactive to January 12, 2026.

SIGNATURES FOLLOW

This Resolution No. R- 2026-__ made this ____ day of March 2026.

W. J. Rowell, III
Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

Burr & Forman LLP

Date

AGENDA
ITEM # 8D



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	March 16, 2026
Agenda Item:	8.E – Resolution 2026-____
Project:	Beck’s Ferry Road Right-of-Way Acceptance
Request:	A Resolution to authorize the acceptance of a certain right-of-way from the South Carolina Department of Transportation.
Action Needed:	Approval of the Resolution
Recommendation:	Approve a Resolution to authorize the County Administrator to sign acceptance of a certain right-of-way along Beck’s Ferry Road from the South Carolina Department of Transportation

Description:

The Jasper County Council desires to accept the portion of the Right-Of Way on Beck’s Ferry Road from South Carolina Department of Transportation (SCDOT). The County Council is formally approving the transfer of a road from SCDOT to the County, making it a public county road that the county will maintain, DOT is offering to abandon the land and give Jasper County the right-of- way. The Right-of-Way to be abandoned consists of the parking lot and boat ramp at the Beck’s Ferry Boat Landing County Park.

Staff Recommendation:

Approve a Resolution to authorize the County Administrator to sign acceptance of a certain right-of-way along Beck’s Ferry Road from the South Carolina Department of Transportation.

Attachment(s):

Resolution 2026-____

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-17**

**A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A CERTAIN
RIGHT-OF-WAY ON SC-27-170, KNOWN AS BECK'S FERRY ROAD,
FROM THE SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION; AND OTHER MATTERS RELATED THERETO.**

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

WHEREAS, the South Carolina Department of Transportation (the "SCDOT") has controlled and maintained, by and on behalf of the State, that certain public right of way commonly known as SC-27-170 / Becks Ferry Road (the "Road") running from Highway 321 to Beck's Ferry Boat Landing along the Savannah River; and,

WHEREAS, pursuant to Section 57-17-20 of the South Carolina Code of Laws, 1976, as amended, the County may obtain rights-of-way for public roads by gift, purchase, or condemnation; and,

WHEREAS, in accordance with the above referenced authority, the County, acting by and through its County Council, desires to accept the Road from SCDOT and provide for its continued control and maintenance, which is more specifically shown on **Exhibit A**, attached hereto and incorporated herein by this reference.

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

1. It is the specific intent of the County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Jasper County Code of Ordinances.
2. The County, acting by and through its County Council, hereby accepts the Road from SCDOT for County control and maintenance in accordance with Chapter 25 of the Jasper County Code of Ordinance and Section 5.8 of the Jasper County Land Development Regulations requiring "official action of County Council specifically accepting the offer of dedication to the county as a public street, which action may be taken by official written resolution setting forth any conditions of acceptance".
3. The Chairman of the County Council and the County Administrator are hereby authorized and directed to do any and all further acts and actions necessary to implement and carry out the terms and provisions of this Resolution, so long as such acts are reasonably related to the contents and terms of this Resolution.

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

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

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

ATTEST:

Wanda Hendrix-Giles
Clerk to County Council

(SEAL)

Resolution R-2026-16
Adopted: March __, 2026

Reviewed for form and draftsmanship by the Jasper County Attorney.

Burr & Forman LLP

Date

**REQUEST FOR TRANSFER OF ROAD FROM STATE SECONDARY
SYSTEM TO ANOTHER GOVERNMENTAL AGENCY**

(REVISED 12/1/2021)

DESCRIPTION OF SECTION OF ROAD TO BE TRANSFERRED

COUNTY: Jasper ROAD NUMBER: S-27-170 ROAD NAME: Becks Ferry

LENGTH TO BE TRANSFERRED: 0.046 MILES

BEGINNING POINT: 2.116 ENDING POINT: 2.162

DESCRIPTION: (PLEASE ATTACH LOCATION MAP)

Transfer section of Becks Ferry Rd, S-27-170, to the County of Jasper.

IT IS REQUESTED THAT THE ABOVE DESCRIBED ROAD BE REMOVED FROM THE STATE HIGHWAY SYSTEM. OWNERSHIP AND MAINTENANCE OF THIS ROAD WILL BECOME THE RESPONSIBILITY OF THE ENTITY LISTED BELOW. BY SIGNING BELOW, THE ENTITY ACKNOWLEDGES THAT THE ROAD MUST REMAIN OPEN TO THE PUBLIC UNLESS CLOSED PURSUANT TO APPROPRIATE LOCAL ROAD CLOSING PROCEDURES OR THE STATUTORY ROAD CLOSING PROCESS FOUND IN S. C. CODE SECTION 57-9-10, et seq.

GOVERNMENTAL AGENCY:

GOVERNMENTAL AGENCY:

PLEASE TYPE OR PRINT

NAME:

PLEASE TYPE OR PRINT

TITLE:

PLEASE TYPE OR PRINT

ADDRESS:

SIGNED:

DATE:

CONTACT PHONE NUMBER:

NOTE TO DISTRICT ENGINEERING ADMINISTRATOR:

THIS COMPLETED FORM AND MAP SHOULD BE FORWARDED TO:

SCDOT DIRECTOR OF ROAD DATA SERVICES
955 PARK STREET - ROOM 320, P.O. BOX 191
COLUMBIA, S.C. 29202

**BASIS FOR TRANSFER
(TO BE COMPLETED BY SCDOT)**

CHECK ONE OF THE (2) TWO OPTIONS BELOW AND COMPLETE:

1. TRANSFER OF ROADS FROM THE SECONDARY SYSTEM (SWAP MILES ONLY)

ENTER DETAILS OF ROADS TO BE TRANSFERRED INTO THE ROAD SWAP DETAILS SPREADSHEET. PRINT AND ATTACH THE SPREADSHEET TO THIS FORM. IF THE SWAP INVOLVES MORE THAN ONE STATE ROUTE, ON PAGE 1 ENTER "ROAD SWAP" FOR THE ROAD NUMBER AND "SEE ATTACHED" FOR THE ROAD NAME. THE NUMBER OF LANE MILES ADDED TO THE STATE SYSTEM SHOULD NOT EXCEED THOSE REMOVED.

2. TRANSFER OF ROADS FROM THE SECONDARY SYSTEM (NO SWAP MILES)

TRANSFER CHECKLIST (CHECK APPROPRIATE BOXES BELOW)

ROAD IS NOT REQUIRED FOR DEPARTMENT PURPOSES

ROAD IS OF LOW TRAFFIC IMPORTANCE. LIST FUNCTIONAL CLASSIFICATION: Rural Local

THE RIGHT OF WAY LIMITS RETAINED AT THE INTERSECTING ROADS WILL BE ESTABLISHED AS FOLLOWS: ¹

SCDOT to transfer section 2.116MP to 2.162MP (approximately 243 feet) of Becks Ferry Rd as shown on the attached map to the County of Jasper. SCDOT to retain 66 feet of ROW and 50 feet in length at the end of the last bridge, before the boat landing for bridge maintenance purposes. See attached drawing showing area SCDOT will retain.

ADDITIONAL COMMENTS: _____

¹ A COPY OF THE PLAN SHEET WITH THE NEW RIGHT OF WAY LIMITS SHOULD BE INCLUDED AS NEEDED.

REQUEST SUBMITTED BY: _____

DATE: _____

CONCURRENCE BY: _____

(DEA or Director)

DATE: _____

SIGNATURE REQUIRED BELOW ONLY FOR ROUTES ABOVE MAJOR COLLECTOR OR IF SWAP RESULTS IN ADDING LANE MILES TO THE STATE SYSTEM:

APPROVED: _____

DIRECTOR OF ROAD DATA SERVICES OR DESIGNEE

DATE: _____

AGENDA
ITEM # 9A



Jasper County Planning and Building Services

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

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

Jasper County Council

Staff Report

Meeting Date:	March 16, 2026
Project:	Zoning Map Amendment – Residential
Applicant:	Jose Luis Escalante
Tax Map Number:	040-00-02-150
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission recommends approval for Residential

Description: This is a zoning map amendment request to have a property designated as Residential. The subject property consists of 8.0 acres and is located along Elaine Farm Rd. The property is currently zoned as Rural Preservation. The applicant would like to rezone the property to Residential, allowing the property to be subdivided into 4 individual parcels under the minor subdivision regulations. The minimum lot width is 200’ in the Rural Preservation Zoning District, whereas the minimum lot width is 100’ wide in the Residential Zoning District. The current parcel is 457’ wide along Elaine Farm Road and 781’ wide along Mendez Farm Road. The Rural Preservation Zoning district will only allow 3 parcels, whereas the Residential Zoning District will allow 4 parcels to be created.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Transition,” which are areas located in southern Jasper County. These areas will likely be under pressure to develop within the foreseeable future. The characteristics of these developments should be both small scale commercial and office development, diverse types of housing, and mixed use/small-scale multi-family that keep the scale and character of the area.
- **Adjacent Zoning:** The adjacent parcels are zoned Residential and Rural Preservation.
- **Adjacent Land Use:** Adjacent land uses are residential.

- **Traffic and Access:** The subject property is accessed by both Elaine Farm Rd and Mendez Farm Rd.

Planning Commission Recommendation: Planning Commission recommends approval of the request to have the property designated as Residential.

Attachments:

1. Application
2. Ordinance
3. Aerial Map
4. Aerial Map with Zoning Layer



- 4) DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
- 5) NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT, THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
- 6) THIS PLAT IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PARTY(IES) THE CURRENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERE TO ARISING FROM A TRANSACTION INVOLVING THE CURRENT OWNER(S) WITHIN SIX MONTHS FROM THE DATE HEREOF AND THESE PEOPLE ONLY.

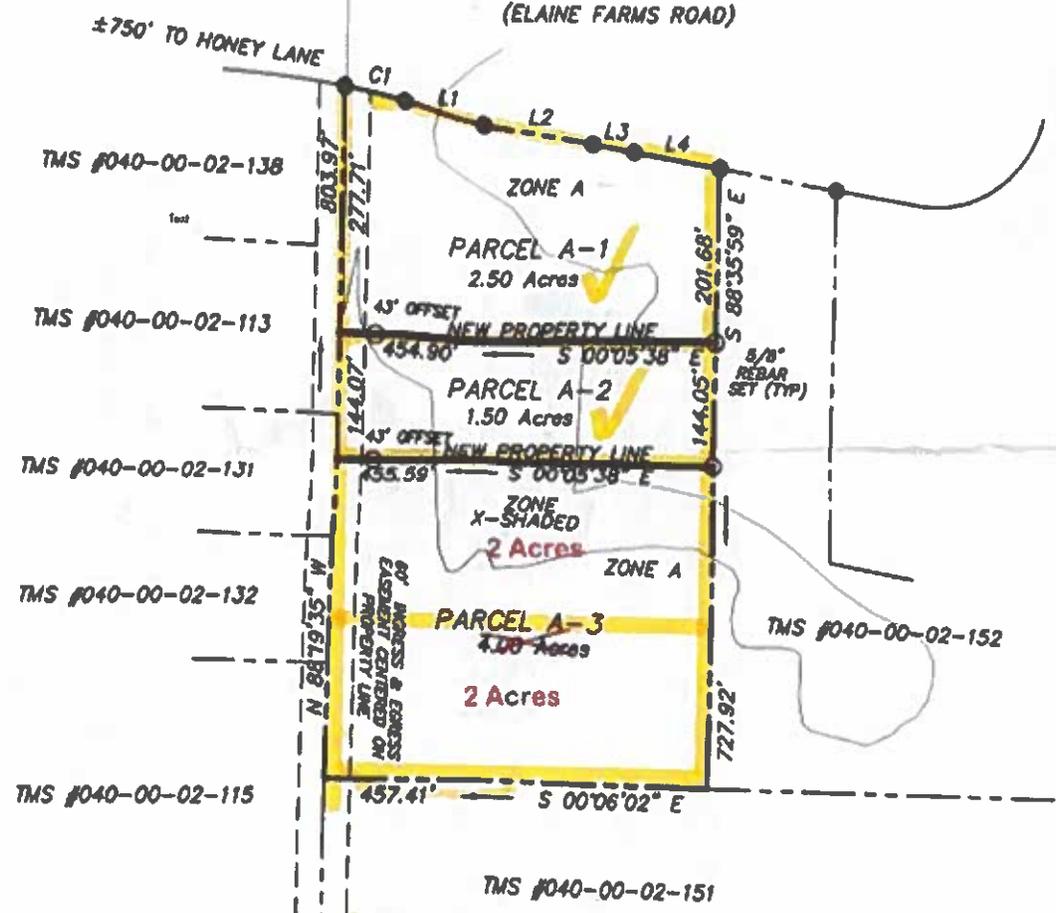


WORTHY MAP NOT TO SCALE

FLOOD NOTE:

THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE A AND X SHADED PER F.E.M.A. FLOOD INSURANCE RATE MAP, SEE COMMUNITY MAP 45053C, PANEL 5000. ZONE A IS A SPECIAL FLOOD HAZARD AREA, MAP EFFECTIVE 10/18/2019.

SC HWY S-27-401 66' R/W
(ELAINE FARMS ROAD)



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1578.28	72.44'	72.43'	N 09°04'20" E

LINE	BEARING	DISTANCE
L1	N 09°51'14" E	98.31'
L2	N 09°28'44" E	132.98'
L3	N 09°13'26" E	50.70'
L4	N 09°28'10" E	100.01'



EQUIPMENT USED: TOPCON ROBOTICS PS-1
PRECISION: 1/4 INCH
AREA: 348,677.22 SQ FT 8.00 ACRE
FIELD WORK COMPLETED: 04/30/2022

I hereby state that to the best of my knowledge, information and belief the survey shown hereon was made in accordance with the requirements of "THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA", and meets or exceeds the requirements for a Class "A" survey as specified therein; Also there are no visible encroachments or projections other than shown. In my opinion the property shown correctly depicts the boundaries of the subject parcel(s). Survey not valid unless embodied with an original surveyors seal. Witness my original signature, registration number and seal this 5th day of May, 2022.



MATTHEW D. CLARK
SURVEYING
65 WAYSIDE DR
ELLABELL, GA 31308
OFFICE: (843) 247-0898

SUBDIVISION: -
LOT No.: -
BLOCK: -
PLAT BOOK: -
DATE: MAY 2, 2022
JOB No.: SC-2022
DRAWN BY: MDC
CHECKED BY: MDC



PREPARED FOR: JOSE LUIS ESCALANTE MANZANARES

SUBDIVISION OF PARCEL A, 8.00 ACRES.

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2026-10

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend the Official Zoning Map of Jasper County so as to transfer a property located along Elaine Farm Road, bearing Jasper County Tax Map Number 040-00-02-150 consisting of 8.0 acres from the Rural Preservation Zone to the Residential Zone.

WHEREAS, the owner of a parcel of property consisting of approximately 8 acres bearing Jasper County Tax Map Number 040-00-02-150 and located along Elaine Farm Road has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the “Rural Preservation Zone” to the “Residential Zone”; and

WHEREAS, the property owner submitted such request to the Planning Commission and Jasper County Council in accordance with the County’s rules and procedures for rezoning; and

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

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 8.0 acres depicted on the Jasper County Official Zoning Map in the Rural Preservation Zone, shall be transferred to the Residential Zone.

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

W. J. Rowell, III
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE #O-2026-10
First Reading: March 2, 2026
Second Reading: March 16, 2026
Public hearing: March 16, 2026
Adopted: _____

Considered by the Jasper County Planning Commission at its meeting on
February 10, 2026 and recommended for approval.

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

Jasper County Interim Attorney

Date





AGENDA
ITEM # 9B



Jasper County Planning and Building Services

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

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

Jasper County Planning Commission Staff Report

Meeting Date:	March 16, 2026
Project:	Zoning Map Amendment – Industrial Development
Applicant:	Troy M. Lowther, Representative of CML Enterprise
Tax Map Number:	044-00-02-001
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission recommends Industrial Development

Description: This is a zoning map amendment request to have a property designated as Industrial Development. The subject property consists of 11.2 acres and is located along Kato Bay Rd. The property is currently zoned Residential and is undeveloped. The applicant would like to re-zone the property in order to sell to Bella Mulch who would like to utilize the property for materials processing, recycling, and a logistics facility. Bella Mulch currently has a location south of the subject parcel that is within the jurisdiction of Hardeeville and is looking to relocate into unincorporated Jasper County. The primary function of the property would be the recycling and reuse of clean wood, debris, and vegetative materials.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Resource Conservation,” which are areas that provide critical habitat for the plants and wildlife. These areas should be primarily used for conservation and recreation, any development should be low in impact.
- **Adjacent Zoning:** The adjacent parcels are zoned Industrial Development and Rural Preservation.
- **Adjacent Land Use:** Adjacent land uses are wooded and undeveloped.

- **Traffic and Access:** The subject property is accessed by Kato Bay Rd, which is a two lane state maintained road, classified as a major thoroughfare.

Planning Commission Recommendation: Planning Commission recommends approval of the request to designate the property as Industrial Development.

Attachments:

1. Application
2. Ordinance
3. Narrative Letter by Ward Edwards
4. Aerial Map
5. Aerial Map with Zoning Layer

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2026-11

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend the Official Zoning Map of Jasper County so as to transfer a property located along Kato Bay Road, bearing Jasper County Tax Map Number 044-00-02-001, consisting of 11.2 acres from the Residential Zone to the Industrial Development Zone.

WHEREAS, the owner of a parcel of property consisting of approximately 11.2 acres bearing Jasper County Tax Map Number 044-00-02-001, located along Kato Bay Road has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the “Residential Zone” to the “Industrial Development Zone”; and

WHEREAS, the property owner submitted such request to the Planning Commission and Jasper County Council in accordance with the County’s rules and procedures for rezoning; and

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

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 11.2 acres being depicted on the Jasper County Official Zoning Map in the Residential Zone, shall be transferred to the Industrial Development Zone.

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

W. J. Rowell, III
Chairman

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE #O-2026-11

First Reading: March 2, 2026

Second Reading: March 16, 2026

Public hearing: March 16, 2026

Adopted: _____

Considered by the Jasper County Planning Commission at its meeting on
February 10, 2026 and recommended for approval.

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

Jasper County Interim Attorney

Date



027-00-02-034

027-00-02-034

044-00-03-001

044-00-02-001

044-00-03-007

KATO BAY RD

JASPER HWY

JASPER HWY

JASPER HWY





Jasper County Planning Department

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

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	Troy M Lowther, Representing CML Enterprise
Address:	P.O. Box 1744
Telephone:	843-726-1284
Email:	lowthet@gmail.com
Property Address or Physical Location:	Kato Bay rd/ Hwy 17
Tax Map Number(s)	044-00-02-001 and 044-00-02-002
Gross Acreage:	11.2 and 6.79
Current Zoning	Residential
Proposed Zoning:	Industrial Development
Administrative Fee: (\$300 per lot) except for PDD applications	\$600
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	See attached narrative.

DocuSigned by:

1/16/2026

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

Date

Internal Use Only

Date Received:	1-20-2026
Amount Received:	\$300
Staff Member:	RW



Project: Bella Mulch Jasper County
Jasper County, SC

Date: January 20, 2026

Owner: Troy M. Lowther, Representing CML Enterprise
P.O. Box 1744
E: lowthet@gmail.com
P: 843.726.1284

Applicant: Bella Mulch
Primary Contact: Brett Kelley
262 Kato Bay Road
Hardeeville, SC 29927
E: brett@bellamulch.com
P: 843.298.4168

Agent: Ward Edwards, Inc.
Primary Contact: Alex Ciesielski
P.O. Box 381
Bluffton, SC 29910
E: aciesielski@wardedwards.com
P: 336.971.7911

Description:

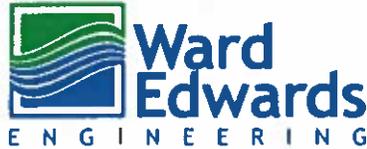
The two parcels proposed for rezoning are located at 3928 Kato Bay Road in the Jasper County, SC. The parcels can be identified by Jasper County Tax Map number's 044-00-02-001 and 044-00-02-002 and are ±11.20 and ±6.79 acres respectively. The parcels are separated by an undeveloped parcel and bound by Kato Bay Road to the west, I-95 to the east, and by undeveloped parcels to the north and south.

Proposed Use:

Bella Mulch proposes utilizing the subject parcels in Jasper County, South Carolina as materials processing, recycling, and logistics facility, supporting its regional mulch and landscaping materials operations. The site will be used to improve operational efficiency, expand recycling capacity, and provide an environmentally responsible solution for managing organic material generated throughout the Lowcountry and Coastal Georgia regions

A primary function of the property will be the recycling and reuse of clean wood, debris and vegetative materials. In recent years, the closure and reduced capacity of multiple mills in Savannah and surrounding markets have significantly limited traditional end-use outlets for clean wood waste. As a result, municipalities, tree service companies, land clearing contractors, and storm response operations have faced increasing challenges in managing wood debris in a cost-effective and environmentally sound manner.

Bella Mulch intends to address this need by receiving, processing, and repurposing clean wood debris into usable landscape products, including mulch, soil blends, and organic ground cover. This uses diverts



material from landfills, reduces long-haul transportation, lowers disposal costs, and supports regional waste-reduction and sustainability goals.

The proposed use supports economic development and job creation within Jasper County through the employment of equipment operators, drivers, mechanics, and support personnel, as well as the use of local contractors and service providers. The facility also provides a valuable outlet for organic material generated by regional growth, land clearing, and storm cleanup activities.

Bella Mulch will operate the site in compliance with Jasper County zoning requirements, South Carolina Department of Environmental Services regulations, and all applicable local, state, and federal standards. Best management practices will be implemented to address stormwater management, erosion control, dust suppression, and noise mitigation, ensuring the site is operated responsibly and with consideration for surrounding properties.

Operating hours will generally align with standard business hours, with limited additional activity as operational needs require. The proposed use is intended to provide long-term environmental, logistical, and economic benefits to Jasper County while supporting the responsible recycling and reuse of organic materials that no longer have reliable end uses due to regional mill closures.

Site Operations:

- Receiving and staging clean wood debris and organic materials
- Grinding, screening, and blending of materials using mobile equipment
- Stockpiling and storage of raw and finished landscape materials
- Loading and dispatch of trucks for delivery to commercial and residential customers
- Equipment parking, maintenance, and operational support activities

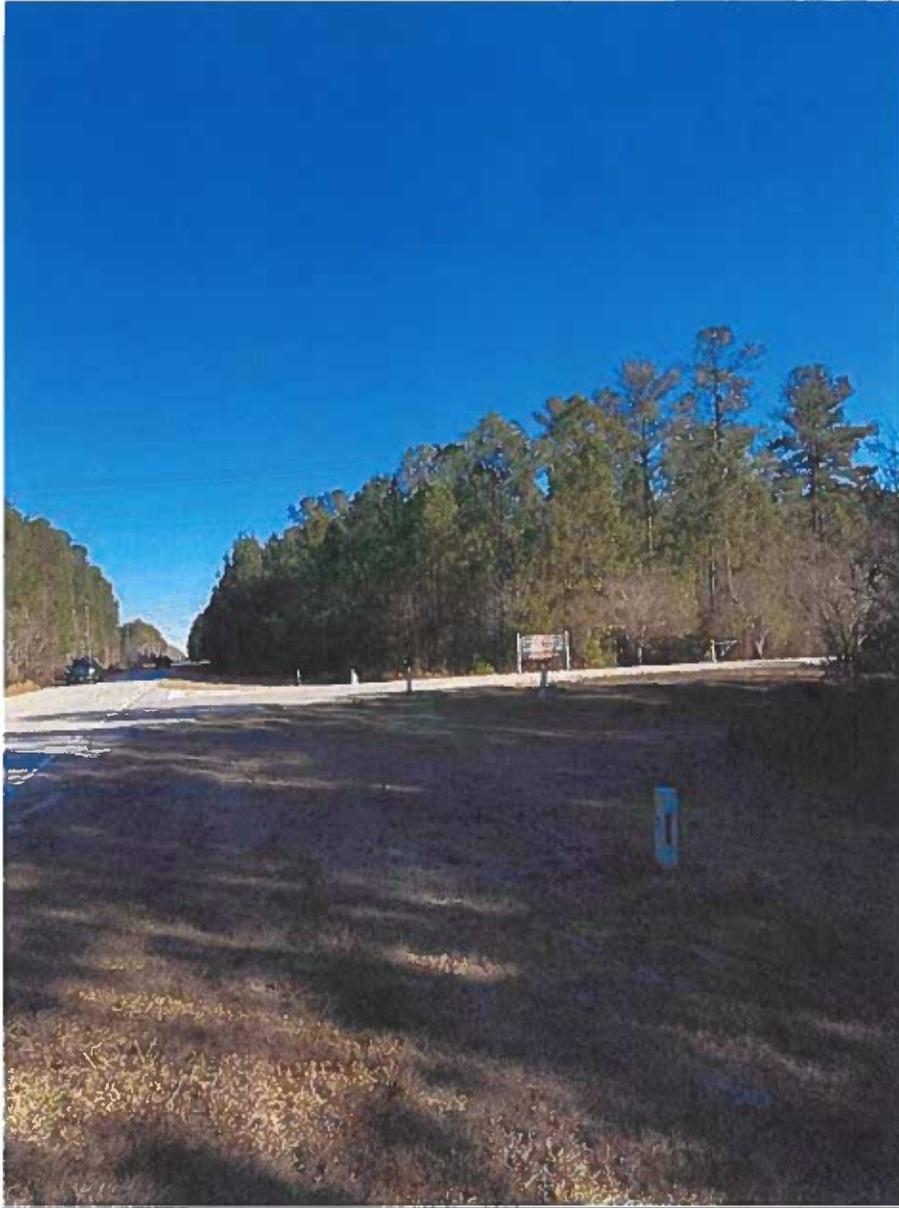
Zoning Map Amendment:

The two parcels previously described are currently zoned Residential, which does not permit the proposed use. We respectfully request that these parcels be rezoned to **Industrial Development (ID)** to allow for the intended industrial use consistent with the surrounding area. Both parcels are located along a heavily industrialized section of US-17 and lie directly adjacent to an established Industrial zoning district within the City of Hardeeville, where Bella Mulch currently operates. Several neighboring parcels within Jasper County are also zoned Industrial Development, further supporting the compatibility of this request. Please reference the image below, which illustrates the current zoning classifications for the subject parcels and highlights the surrounding properties that are already designated Industrial Development.

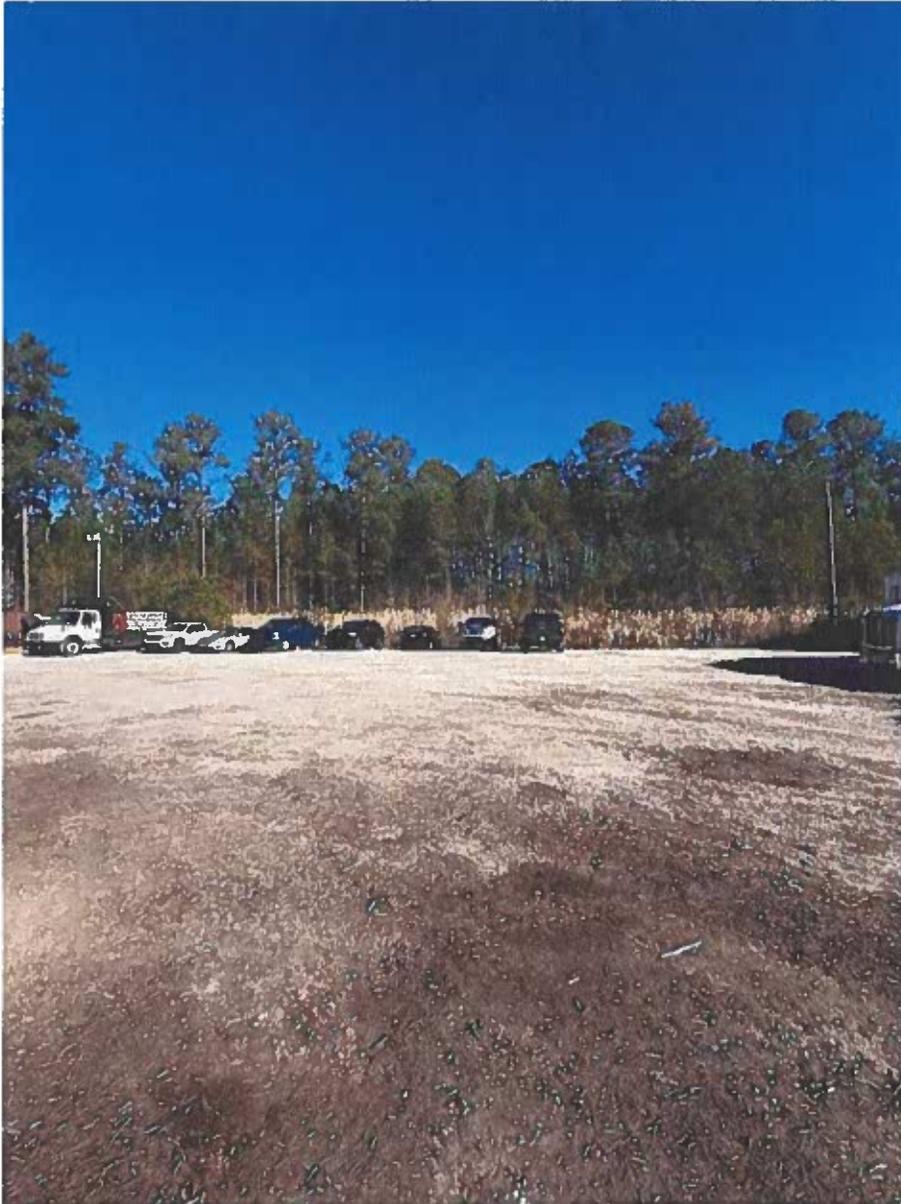
Jasper County Zoning Map



Contextual Photos from Bella Mulch's Existing Operations On US-17 In Hardeeville



Site Screening/Buffer from US-17 (Kato Bay Rd)



Parking Screening/Buffer from I-95

AGENDA

ITEM # 9C



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	March 16, 2026
Project:	Zoning Map Amendment – Rural Preservation
Applicant:	Kingdom View Homes, LLC
Tax Map Number:	047-00-01-012
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission recommends Rural Preservation

Description: This is a zoning map amendment request to have a parcel designated as Rural Preservation. The subject property consists of 43.78 acres and is located along Tarboro Road. The parcel is currently split zoned Residential and Rural Preservation. At some point and time, the portion of the property that is currently designated as Residential was an individual parcel that was combined with the larger parcel. The owner would like to have the entire parcel designated as Rural Preservation.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation,” which are areas that seek to protect and promote the character of Jasper County that largely exists today outside of the municipalities. Most development, especially commercial development, should be guided to the hamlets.
- **Adjacent Zoning:** The adjacent parcels are zoned both Residential and Rural Preservation.
- **Adjacent Land Use:** Adjacent land uses are primarily residential with a few parcels being used for agriculture.
- **Traffic and Access:** The subject parcel is accessed by Tarboro Road, which is a two lane state maintained road classified as a local road.

Planning Commission Recommendation: Planning Commission recommends approval of the request to designate the subject parcel as Rural Preservation.

Attachments:

1. Application
2. Ordinance
3. Aerial zoning map
4. Aerial satellite image map

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2026-12

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend the Official Zoning Map of Jasper County so as to transfer a property located along Tarboro Road, bearing Jasper County Tax Map Number 047-00-01-012 consisting of 43.78 acres from the Residential Zone and Rural Preservation Zone to the Rural Preservation Zone on the Jasper County Official Zoning Map.

WHEREAS, the owner of a parcel of property consisting of approximately 43.78 acres bearing Jasper County Tax Map Number 047-00-01-012 and located along Tarboro Road has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the “Rural Preservation Zone and Residential Zone” to the “Residential Zone”; and

WHEREAS, the property owner submitted such request to the Planning Commission and Jasper County Council in accordance with the County’s rules and procedures for rezoning; and

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

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 43.78 acres depicted on the Jasper County Official Zoning Map in

the Residential Zone and Rural Preservation Zone, shall hereby be transferred to the Rural Preservation Zone.

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

W. J. Rowell, III
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE #O-2026-12
First Reading: March 2, 2026
Second Reading: March 16, 2026
Public hearing: March 16, 2026
Adopted: _____

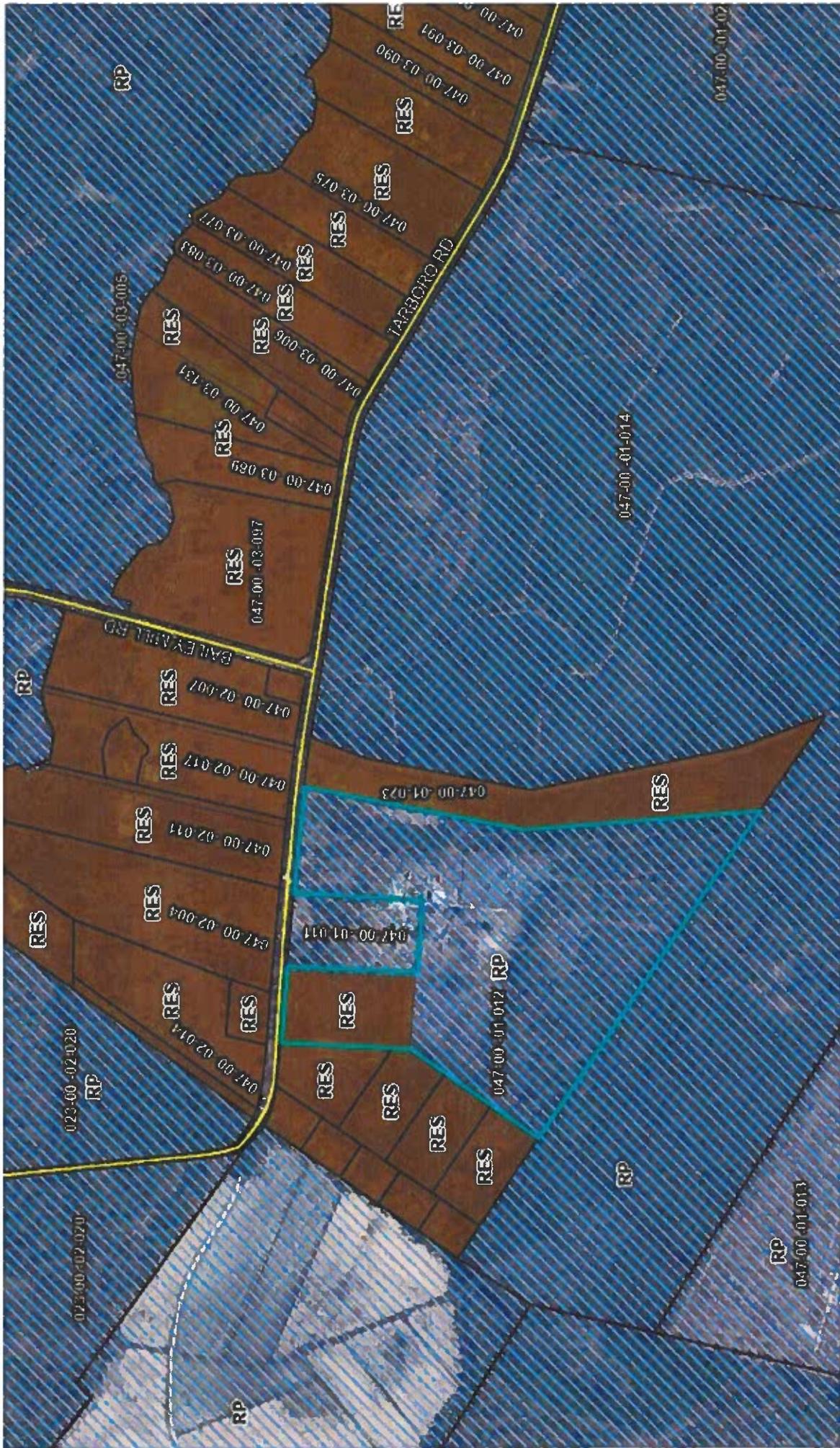
Considered by the Jasper County Planning Commission at its meeting on
February 10, 2026 and recommended for approval.

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

Jasper County Interim Attorney

Date





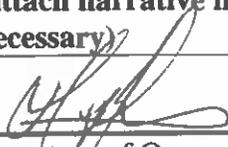


Jasper County Planning Department

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

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	KINGDOM VIEW HOMES LLC
Address:	7196 TARBORO RD RIDGELAND SC 29936
Telephone:	843-226-3395
Email:	davidr826@outlook.com
Property Address or Physical Location:	Adjacent to 7196 Tarboro Road
Tax Map Number(s)	047-00-01-012
Gross Acreage:	43.78
Current Zoning	Residential / Rural Preservation
Proposed Zoning:	Rural Preservation
Administrative Fee: (\$300 per lot) except for PDD applications	
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	There is a zoning split on the property. The owner would like the entire property to be zoned the same.


1-14-2026

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

Internal Use Only

Date Received:	1-14-2026
Amount Received:	300 \$
Staff Member:	LN

AGENDA
ITEM # 9D



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:	March 16, 2026
Agenda Item:	9.D – Ordinance 2026-_____
Project:	403 Russell St. Ridgeland, SC Lease Agreement
Request:	To authorize Jasper County to amend and renew a 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, South Carolina
Action Needed:	Approval of 1st Reading of the Ordinance
Recommendation:	Approval of 1st reading to amend and renew the Lease Agreement with Jasper County Chamber of Commerce.

Description:

The County Council of Jasper County would like to amend and renew 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, South Carolina. The Chamber and the Historic Society have occupied the Perry House under lease from the County since signing the current lease on October 27, 2015, which has continued month-to-month since October 26, 2020. The Jasper County Council desires to authorize the renewal of the Lease under the terms of this Ordinance.

Staff Recommendation:

Approval of 1st Reading of an Ordinance to authorize Jasper County to enter into a 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, South Carolina.

Attachment(s):

Ordinance 2026-_____
Draft Lease Agreement

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

Ordinance 2026-_____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To authorize Jasper County to enter into a 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, South Carolina; And Other Matters Relating Thereto.

WHEREAS, Jasper County, South Carolina (the “County”) is a body politic and corporate of the State of South Carolina (the “State”) and as such possesses all general powers granted by the Constitution and statutes of the State of South Carolina to such public entities; and

WHEREAS, the County is the owner of that certain real property known as the “Historic Perry House” located at 403 Russell Street in Ridgeland, South Carolina and bearing the Tax Map Number 063-27-02-001 (the “Leased Premises” or the “Perry House”); and

WHEREAS, the Jasper County Chamber of Commerce (the “Chamber”) and the Jasper County Jasper County Historical Society (the “Historic Society” and together with the Chamber, the “Tenants”) offer a variety of services and opportunities to encourage growth and tourism in the County; and

WHEREAS, the Chamber and the Historic Society have occupied the Perry House under lease from the County since signing the current lease on October 27, 2015, which has continued month-to-month since October 26, 2020; and

WHEREAS, Jasper County Council, as the governing body of the County (the “County Council”) believes that it would be a benefit for the citizens and commerce of County to have the Chamber and the Historic Society continue to occupy and utilize the Perry House under a new lease, a copy of which is attached hereto as Exhibit A (the “Lease”); and

WHEREAS, the Jasper County Council desires to authorize the renewal of the Lease under the terms of this Ordinance; and

WHEREAS, the terms of the Lease provide for the Tenants to lease the Perry House 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 Tenants 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 Perry House to the Tenants 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 Jasper County Council in council duly assembled and by the authority of the same:

Section 1. Ratification of the Findings

The Council ratifies and confirms the findings of fact recited herein about.

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 Perry House 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 Perry House is an underutilized County asset and the usage of such facility by the Tenants ensures adequate usage of the facility and foster the promotion of the County’s history while also promoting and growing business opportunities therein;

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).

(2) although some benefits inure to the Tenants, the County is the primary beneficiary because the Tenants' usage of the Perry House provides a direct economic impact to the County through increased interest in the County and the promotion of tourism;

(3) the benefit to the public is not speculative as the Tenants have been successfully operating out of the Perry House under a prior lease since 2015; and

(4) the public interest shall be greatly served, as the Tenants' usage of the Perry House is expected to generate investment within the County and create jobs. The direct investment of capital and the potential creation of jobs are 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 County Council has reviewed the draft of the Lease and agrees that the benefits of the Tenants' occupancy constitute reasonably equivalent value to the County sufficient to validate the below-market lease of the Perry House to the Tenants under the terms of the Lease.

C. The Lease shall be executed and delivered on behalf of the County by the 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 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: #2026-__

First Reading: _____
Second Reading: _____
Public Hearing: _____
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.

Pope Flynn, LLC

Date

DRAFT

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

LEASE AGREEMENT

THIS LEASE AGREEMENT made this ____ day of _____, 20__ (this “Lease”), between Jasper County, South Carolina hereinafter referred to as "Landlord", and the Jasper County Chamber of Commerce and the Jasper County Historical Society, hereinafter collectively referred to as "Tenant".

In consideration of the mutual covenants contained herein, 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 those certain premises known as “The Perry House”, which is located at 403 Russell Street, Ridgeland, South Carolina 29936 (Tax Map Number 063-27-02-001) as further show on the map attached hereto as Appendix 1 (the “Leased Premises” or the “Perry House”). Provided however, that the Landlord retains joint use of the parking spaces surrounding and to be constructed, surrounding Leased Premises as further shown on Appendix 1.
2. **TERM.** The term of this Lease shall be five (5) years commencing on March 1, 2026 (the “Effective Date”) and ending on February 28, 2031 (the “Initial Term”). Failure to give written notice of termination of this Lease by either party at least 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 period (the Initial Term and any successful renewal term, collectively, the “Term”). However, in no event shall this Lease automatically renew more than ten successive times (not extending 15 years from the Effective Date). While this Lease is in force and effect, Tenants, subject to the Landlord’s rights for shared parking facilities hereunder, shall have exclusive use and possession of the Leased Premises upon receipt of rent. Notwithstanding the foregoing, during the Term (inclusive of the Initial Term or any renewal thereof) Landlord, in its sole and exclusive discretion, shall be entitled to terminate this Lease on six (6) months written notice if Jasper County Council, the governing body of the Landlord, determines for any reason that the Leased

Premises are needed for some other County function.

3. **RENT.** The rental payment for this lease is due in advance and payable in the amount of one (\$1.00) Dollar per year.
4. **AUTHORIZED USE.** Tenant agrees to use the demised premises only for a museum, a Visitor's Center, and a Chamber of Commerce, respectively, 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 premises to be used for any offensive, noisy or dangerous trade or business, or for any other purpose not provided for herein, or any use in violation of laws, ordinances and regulations or any governmental body or authority applicable to the 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, Tenant agrees to pay Landlord such increased cost of insurance. Tenant agrees to take good care of the Leased Premises and suffer no waste, and upon any termination or other expiration of the Term, deliver the Leased Premises in as good a state and condition as received by the Tenant, reasonable wear and tear accepted.
5. **TENANT'S ALTERATIONS.** The Tenant may alter, replace or add to the improvements of the premises at its own expense, subject to the prior written approval of the Landlord of the plans and specifications; provided, however, that the Landlord shall not withhold such approval arbitrarily.
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.** Tenant agrees to maintain and repair the Leased Premises as follows: (i) Tenant shall keep the interior of the Perry House, including the plumbing, closets, pipes and electrical systems and fixtures in good order and suffer no waste, keep the water pipes and

connections free of ice and other obstructions during the Term, all at the Tenant's expense; (ii) Tenant shall keep the exterior woodwork freshly painted; (iii) Tenant shall keep the exterior walls, foundations, roof, sanitation system, water pipes and all outside plumbing and grounds, including routine lawn mowing, in good repair; and (iv) Tenant shall maintain heating and air conditioning equipment by performing periodic inspections and servicing thereof. The County shall repair or replace the equipment when necessitated by ordinary wear and tear. 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. Should Tenant 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, Landlord 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 Tenant shall pay all taxes and assessments upon the real or personal property, if any, associated with the Lease Premises.
9. **UTILITIES.** Tenant shall initiate, contract for and obtain, in its name, all utility services required on the Leased Premises, including, but not limited to gas, electricity, telephone, internet, water, sanitary sewer or other necessary utility functions. Tenant shall pay all charges for those services as they become due.
10. **INSURANCE, INJURIES AND PROPERTY DAMAGE.** (a) Tenant shall, at all times during the Term, maintain with a reputable insurance carrier acceptable to Landlord, 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. 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 pendency 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**
Andrew Fulghum, County Administrator
358 Third Avenue
Post Office Box 1149
Ridgeland, South Carolina 29936

Tenant: **Jasper County Chamber of Commerce**
Kendall Malphrus, Executive Director
Post Office Box 1267
Ridgeland, South Carolina 29936

and

Jasper County Historical Society
Debbie Cooler, President
Post Office Box 2111
Ridgeland, South Carolina 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, or if the Leased Premises or any part thereof shall be abandoned or vacated or if Tenant shall be dismissed therefrom by or under any authority other than the Landlord, or if Tenant shall file a voluntary petition of bankruptcy or if the Tenant shall file any petition or institute any proceeding under any insolvency or bankruptcy act or any amendment thereto hereafter made, seeking to effect a reorganization or a composition with its creditors or if, in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant of the leased premises or if any proceeding shall be commenced for the reorganization of Tenant of the leasehold estate created hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, 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 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.

LANDLORD:

JASPER COUNTY, SOUTH CAROLINA

By: _____

Andrew Fulghum
Administrator

AND

Witnesses as to Tenant:
Jasper County Chamber of Commerce

TENANT:

**JASPER COUNTY
CHAMBER OF COMMERCE**

By: _____

Kendall Malphrus
Executive Director

AND

Witnesses as to Tenant:
Jasper County Historical Society

**JASPER COUNTY
HISTORICAL SOCIETY**

By: _____

Debbie Cooler
President

APPENDIX 1

MAP OF LEASED PREMISES



AGENDA
ITEM # 9E



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:	March 16, 2026
Agenda Item:	9.E – Ordinance 2026-____
Project:	Farmer’s Market Property Management Agreement
Request:	To authorize Jasper County to amend and renew a Property Management Agreement with the Jasper County Chamber of Commerce to Manage the Jasper County Farmer’s Market.
Action Needed:	Approval of 1st Reading of the Ordinance
Recommendation:	Approval of 1st reading to amend and renew the Property Management Agreement with Jasper County Chamber of Commerce.

Description:

The County Council of Jasper County would like to amend and renew 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. The Jasper County Council desires to authorize the renewal of the Lease under the terms of this Ordinance.

Staff Recommendation:

Approval of 1st Reading of an Ordinance to authorize Jasper County to amend and renew a Property Management Agreement with Jasper County Chamber of Commerce to Manage the Jasper County Farmer’s Market.

Attachment(s):

Ordinance 2026-____
Draft Usage Agreement

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

Ordinance 2026-_____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To authorize Jasper County to enter into a Property Management Agreement with the Jasper County Chamber of Commerce To Manage the Jasper County Farmer’s Market; And Other Matters Relating Thereto.

WHEREAS, Jasper County, South Carolina (the “County”) is a body politic and corporate of the State of South Carolina (the “State”) and as such possesses all general powers granted by the Constitution and statutes of the State of South Carolina to such public entities; and

WHEREAS, the County is the owner of that certain real property known as the “Jasper County Farmers' Market”, which located at 9935 Jacob Smart Boulevard, Highway 17 South, in the City of Ridgeland, County of Jasper, and State of South Carolina (the “Premises” or the “Farmer’s Market”); and

WHEREAS, the County believes that the Jasper County Chamber of Commerce (the “Chamber”) qualified to operate the Farmers Market based on its historic experience operating the Farmer’s Market and its capacity to manage public-facing programs and events. The Chamber has a proven track record of coordinating vendors, promoting local businesses and agriculture, managing logistics and scheduling, and ensuring compliance with applicable laws, rules, and safety requirements. Further, the Chamber possesses the administrative, staffing, and financial resources necessary to oversee operations, including vendor selection, market oversight, marketing and promotion, and coordination with the County and other stakeholders.

WHEREAS, based on the foregoing, the County believes that the Chamber is well-suited and qualified to continue operating the Farmer’s Market, and plans to approve and authorize a new Property Management Agreement with the County, a copy of which is attached hereto as Exhibit A (the “Management Agreement”); and

WHEREAS, the County Council is enacting this Ordinance in order to: (i) authorize the operations of the Farmer’s Market by the Chamber; and (ii) authorize the execution and delivery of the Management Agreement by the County acting through proper officials.

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

Section 1. Ratification of the Findings

The Council ratifies and confirms the findings of fact recited herein about.

Section 2. Authorization for Management Agreement

A. The County Council has reviewed the draft of the Management Agreement and

agrees that the Chamber is best suited to operate the Farmer’s Market under the terms of the Management Agreement.

C. The Management Agreement shall be executed and delivered on behalf of the County by the 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 Management Agreement 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 Management Agreement, 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 3. Other Documents; Ratification of Prior Actions

In connection with the execution and delivery of the Management Agreement, 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 Management Agreement prior to the enactment of this Ordinance are ratified and confirmed.

Section 4. 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 5. 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 6. 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 7. Effect

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

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

ATTEST:

Wanda Simmons-Giles, Clerk to Council

ORDINANCE: #2026-__

First Reading: _____
Second Reading: _____
Public Hearing: _____
Enactment: _____

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

PROPERTY MANAGEMENT AGREEMENT
"Exhibit A"

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

Pope Flynn, LLC

Date _____

any of the various services to be performed by Agent on behalf of Owner.

- (g) The Agent shall from time to time request the Owner to make or cause to be made all ordinary repairs and alterations to the Premises as may be necessary and to purchase any supplies therefore as may be necessary.
- (h) The employees of the Agent who handle or are responsible for the Owner's moneys shall be bonded by a fidelity bond approved by the Owner.
- (j) The Agent shall keep accurate books of account, in which it shall record in detail all receipts for events on the Premises and all expenses incurred in the operation of same, and the development and implementation of the promotional plan, and maintain vouchers and receipts for all expenses.
- (i) The Agent shall manage the Premises in full compliance with all laws and regulations of any federal, state, county, or municipal authority having jurisdiction over the property.
- (m) In addition to the foregoing, Agent shall perform all other services that are necessary and proper for the operation and management of the Premises and shall report to Owner promptly on any conditions concerning the Premises that, in the opinion of Agent, require the attention of Owner.
- (n) Owner shall provide all liability insurance policies by which it is insured and shall maintain such coverage throughout the term of this Agreement. The Agent shall reimburse the Owner for said policies.

3. ADVERTISING AND PROMOTION.

- (a) Agent shall develop a promotional plan for use of the Premises, to include use as a Farmers' Market, advertise and promote the Premises, prepare and secure rental signs, circulars, and other forms of advertising, all subject to the approval of the Owner.

4. DUTIES OF THE OWNER.

- (a) The Agent shall be entitled to establish and change from time to time the fees for the usage of Premises, the terms of which shall be memorialized in the Facility Use Agreement. The Agent shall be entitled to execute Facilities Usage Agreements on behalf of the County.
- (b) All inquiries received by the Owner concerning leases or renewals or agreements for the rental or operation of the premises or any part thereof shall be referred to the Agent. Any negotiations connected therewith shall be conducted solely by or under the direction of the Agent.
- (c) The Agent shall be responsible for all housekeeping arising from all use of the Premises except uses arranged directly by Owner; Owner will be responsible for housekeeping arising from its use of the facility. Owner shall be responsible for maintenance and

repair of the Premises at its sole costs and expense. In the event that Agent pays for any maintenance or repair costs for the Premises, the Owner shall timely reimburse the Agent for all such costs as evidenced in writing to the Owner.

(d) The Owner shall be entitled to schedule County sponsored events on the Premises free of the fees and charges referred to herein and regardless of any fee schedule imposed by Agent.

(e) The Owner will confirm with the Agent the availability of the Premises prior to scheduling County sponsored events, maintenance, or otherwise. It is understood the Owner cannot require the cancellation of an existing reservation.

5. **COMPENSATION.** As compensation for its service under and pursuant to this Agreement, Agent shall receive one hundred percent (100%) of the gross proceeds of fees for the uses of the Premises managed by the Agent, excepting therefrom fees arising from the use of the Premises for a wholesale or retail Farmers Market or County sponsored events.

6. **EFFECTIVE DATE.** This Agreement shall become effective on the 1ST day of March 2026 and shall continue in force for five (5) years until the 28TH day of February 2031. Failure to give written notice of termination of this Agreement by either party at least 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 Agreement for an additional one-year period (the Initial Term and any successful renewal term, collectively, the "Term"). However, in no event shall this Agreement automatically renew more than ten successive times (not extending 15 years from the Effective Date).

7. **RELATIONSHIPS OF PARTIES.**

(a) Agent is an independent contractor and not an employee of Owner for any purpose.

(b) This Agreement shall not in any manner constitute, or be construed as, a partnership between the parties to this Agreement. Agent shall not in any way be liable or responsible for the payment of any sums of money, debts, contracts, or other obligations incurred in the operation of the Premises by the Owner.

8. **CONTACT PERSON.** For the term of the Agreement or until notice of change is given by one party to the other the contact person for performance of the terms of this Agreement shall be as follows:

(a) For the Owner:

Jasper County
Andrew P. Fulghum, County
Administrator Post Office Box 1149

358 Third Avenue
Ridgeland, South Carolina 29936 Telephone 843-
717-3691
Facsimile 843-726-7800

(b) For the Agent:

Jasper County Chamber of Commerce
Kendall Malphrus, Executive Director
Post Office Box 1267
403 Russell Street
Ridgeland, South Carolina 29936
Telephone 843-726-8126
Facsimile 843-726-6290

9. **TERMINATION.** This Agreement may be terminated for any reason by either party by giving thirty (30) days' advance written notice of such termination to the other party.

10. **MISCELLANEOUS.**

- (a) If there is a petition in bankruptcy filed by or against the Agent, or if there is either an assignment for the benefit of creditors or an act of insolvency taken under any insolvency act, Owner may terminate this Agreement without notice to the other party.
- (b) This Agreement is not assignable by Agent without the prior, express and written consent of the Owner.
- (c) No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
- (d) This Agreement shall constitute the entire Agreement on this subject between the parties, and any prior understanding or representation of any kind on this subject preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- (e) Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by the party sought to be held.
- (f) It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.
- (g) Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail under Section 8 above.
- (h) This Agreement shall be binding on the parties hereto, their successors, and assigns.

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

Owner:

A-4

JASPER COUNTY, SOUTH CAROLINA

By: _____

Andrew Fulghum
County Administrator

Agent:
JASPER COUNTY
CHAMBER OF COMMERCE

By: _____

Kendall Malphrus
Executive Director

DRAFT

APPENDIX A

FORM OF FACILITY USE AGREEMENT

DRAFT

JASPER COUNTY FARMERS' MARKET

Facility Usage Agreement

Please Print:

Date _____

Person/Organization Responsible ("Lessee"): _____

Email: _____ Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Phone: _____

1. (a) The Jasper County Chamber of Commerce acting as rental agent and hereinafter known as the "Lessor", agrees to rent the facilities and to provide such services listed under Paragraph 3, to _____

_____ for the purpose of _____.

Number of Persons attending _____;

During the period of _____ AM/PM through _____ AM/PM;

On the _____ day of _____, 20____. At the time of leasing, the Lessor requires a copy of the valid driver's license or other photo ID of the responsible person or representative of the organization responsible.

2. (a) Within not less than 60 days prior to the event, the following payments shall be made to the "Jasper County Chamber of Commerce":

(i) **\$500 damage/clean-up deposit.** The deposit may be returned (in part or in full) upon request and within 30 days following the occurrence of the rental event, provided that facility is left in as good a state of repair and condition as existed prior to occupancy with reasonable wear and tear, acts of providence and agreed changes excluded.

(ii) **\$500.00 fee for the rental of the facility.** The rental is reduced to \$300.00 for any qualifying not-for-profit organization upon a providing proper evidence (in the discretion of Lessor) or nonprofit status. However, such special rate is limited to not more than four (4) events per calendar year.

(b) If all fees are not timely paid, the facility or rental space will not be held, and Lessee agrees and accept the risks that the facility may not be available on the rental date.

(c) Additional Charges to be applied:

- The standard market rental fee covers the period from 9:00 A.M. on the day of the event through midnight of the same day. Hours between 11:00 P.M. and midnight are exclusively reserved for clean-up.
- \$50 per hour for each hour facility is used (up to 4 hours) that requires staff to be present after normal operating hours and/or holidays. This rate is applicable to all Lessees. If more than 4 hours of extra staff time is required, an additional \$500.00 rental fee will be required.
- Any fees incurred due to damages to the premises that are greater than the sum of the required security deposit.

3. The Lessor will provide the following services located at the facility, where applicable:

- Restrooms
- Cleaning supplies
- Other (*please specify*): _____

4. Absent written permission from Lessor, the facility will not be available to Lessee, or other persons or groups supporting this activity, except during the period specified above.

5. Vehicle parking will be permitted only in designated areas. Parking in other areas without prior approval from the Lessor is prohibited, and may, in the discretion of Lessor, result in forfeiture of deposit funds.

6. Permission to erect advertising signs on building or grounds prior to event date must be obtained in writing from Lessor at least 24 hours prior to the date of the event.

7. When Lessee engages a caterer for food services, etc., the Lessee shall be responsible for removal and disposal of all trash, garbage, oyster shells, etc., resulting from catering service.

8. When facilities are rented for a group composed primarily of those under twenty-one (21) years of age, Lessee will provide security for the event at its sole cost and expense

9. Where facilities are being rented for public events i.e. – tournaments, concerts, etc., security officers (Ridgeland Police Department or the Jasper County Sheriff's office) will be required at the sole cost and expense of Lessee.

10. All activities shall cease no later than 12 AM (midnight).

11. Facilities should be cleaned immediately following the event. On the day of the event, and prior to departure from the facility, all garbage will be bagged and placed in the dumpster on site or removed from the leased facility. Deposits

will not be returned unless the facility is returned to its status quo ante in the sole discretion of Lessor, acting through staff.

12. If alcoholic beverages are to be served at this event, the following applies:

- The Lessee will insure that all required permits or licenses for the type alcohol to be served at the event have been secured and provide copies to the Lessor no later than 48 hours prior to the event;
- The Lessee will obtain event insurance meeting the criteria herein and provide proof of insurance to the Lessor no later than 48 hours prior to the event;
- Any person or entity serving alcohol on the premises assumes sole and exclusive responsibility for all liability arising from the service, distribution, or consumption of alcoholic beverages. ;
- Alcohol served will be for consumption at the function only;
- All city and county ordinances and the laws of the State of South Carolina related to the service of alcoholic beverages will be strictly followed and enforced;
- Prior to the event, the undersigned will devise and implement a plan for insuring that participants do not become intoxicated and devise and implement a plan for transportation from the event of any person who should become intoxicated;
- Security officers are required. The Lessee will make arrangements for security through Ridgeland Police Department or the Jasper County Sheriff's office and will be solely responsible for the cost of security for the event; and
- NO GLASS BOTTLES! CANS or PLASTIC ONLY!

13. Any consumption, distribution, sale or possession of illegal drugs is strictly prohibited at all events and properties authorized hereunder. Violation of this provision shall result in the immediate termination of this Agreement and full forfeiture of security deposit.

14. Firearms, knives or other weapons are not allowed at the events and properties authorized hereunder. Violation of this provision shall result in the immediate termination of this Agreement and full forfeiture of security deposit..

15. The Town of Ridgeland has an ordinance which applies to the facility and prohibits excessive noise. Facilities utilized hereunder must comply with the Ridgeland Noise Ordinance or risk being closed by the Ridgeland Police Department. Musical entertainment will not be allowed after 11pm. Any noise

complaint after 11:00 P.M. will automatically result in forfeiture of all deposited funds.

16. Lessee shall not damage, or allow to be damaged, any Farmer's Market facilities or any fixture or personal property located therein and, in an event of damage, Lessee shall promptly restore facilities or property to its original state of repair or pay the Lessor for such damages.

17. The Lessee assumes all risks incident to or in connection with the event at the Farmer's Market and shall be solely responsible for any and all accidents, injuries, or damages of any nature to persons or property arising from or related to the event, including, without limitation, those associated with the service or consumption of alcohol. The Lessee shall indemnify, defend, and hold harmless the Lessor and its officers, agents, and representatives from and against any penalties arising from violations of any applicable law, ordinance, or regulation affecting Farmers' Market operations, and from any and all claims, actions, losses, damages, or injuries to persons or property of any kind whatsoever arising directly or indirectly out of the event, including those resulting from the carelessness, negligence, or improper conduct of the Lessee or any of its guests, agents, or employees.

18. The Lessee agrees to indemnify and hold harmless the Lessor and its officers, agents, and employees from and against any and all claims, liabilities, losses, or damages arising out of or related to the Lessee's use of the Farmer's Market or other County facilities or equipment, including claims resulting from the negligence of the Lessor, its officers, agents, or employees. The Lessee further agrees to promptly reimburse the Lessor for any cleanup costs, loss, or damage to Jasper County property resulting from such use.

19. Lessee understands and agrees that should the use of the building and its facilities by Jasper County become necessary due to natural disaster or emergency during the times mentioned in Section 1 above, the provisions of this Agreement shall become null and void at the discretion of the Lessor, and any sums deposited shall be refunded to the Lessee.

20. Cancellation must be made not less than 30 days prior to event in order to receive a full refund (rental & deposit). Cancellation made within 14 days before event will receive 50% refund of rental fee, but the deposit will be non refundable. Events cancelled less than 14 days before an will receive no refund.

21. The Lessee may not assign or transfer this Agreement or permit use of the leased facility by any other party without the prior written consent of the Lessor.

22. Failure of the Lessor to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

24. This agreement constitutes the entire agreement between the parties concerning use of the leased facility and supersedes all prior agreements or understandings, whether written or oral. Notwithstanding the foregoing, to the extent of any conflict between this agreement and the Property Management Agreement between Lessor and Jasper County, this Property Management Agreement shall be controlling in all cases.

The undersigned parties acknowledge and agree to the foregoing terms and execute this Agreement as set forth herein.

LESSOR: JASPER COUNTY

CHAMBER OF COMMERCE

LESSEE: _____

(Print Name)

By: _____

By: _____

(Signature)

Its: _____

Its: _____

Date: _____

Date: _____

Jasper County Farmers' Market

ATTENTION: Jasper County Chamber of Commerce Post Office Box 1267 – 403 Russell Street Ridgeland, SC 29936

AGENDA
ITEM # 9F



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:	March 16, 2026
Agenda Item:	9.F – Ordinance #O-2026-13
Project:	Jasper County Greenbelt Program
Request:	Public Hearing and Consideration of the 2nd Reading of an Ordinance establishing the Jasper County Greenbelt Program as mandated in the 2024 Referendum on Transportation Sales and Use Tax within Jasper County.
Action Needed:	Public Hearing and Approval of 2 nd Reading of the Ordinance
Recommendation:	Approval of 2 nd Reading of an Ordinance establishing the Jasper County Greenbelt Program as mandated in the 2024 Referendum on Transportation Sales and Use Tax within Jasper County.

Description:

The County Council of Jasper County recognizes the need to protect natural resources, protect agricultural or heritage landscapes, and protect scenic corridors by purchasing lands for conservation, purchasing Conservation Easements, creating passive Greenspace, creating active Greenspace and conserving Property which is deemed essential to the County's quality of life. The County Council has provided for the imposition of a one percent (1%) sales and use tax pursuant to SC Code of Laws Title 4, Chapter 37 Section 30, approved by Jasper County voters on November 5, 2024. On November 18, 2024, County Council passed Resolution #R-2024-41 of the County Council of Jasper County Declaring Results of the Referendum on Transportation Sales and Use Tax, establishing funding for Transportation Projects and Greenbelts.

Staff Recommendation:

Approval of 2nd Reading of an Ordinance establishing the Jasper County Greenbelt Program as mandated in the 2024 Referendum on Transportation Sales and Use Tax within Jasper County.

Attachment(s):

Ordinance #O-2026-13

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2026 -13

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

ESTABLISHING THE JASPER COUNTY GREENBELT PROGRAM AS MANDATED IN THE 2024 REFERENDUM ON TRANSPORTATION SALES AND USE TAX WITHIN JASPER COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the County Council of Jasper County (“County Council”), as the governing body of Jasper County, South Carolina (the “County”) recognizes that the County is experiencing rapid land development and economic growth. While this growth has benefited the County’s citizens and economy, it also led to the loss of forestlands, farmlands, wildlife habitats, natural areas, and public spaces for outdoor recreation, which impacts the health of streams, rivers, wetlands, estuaries, and bays, all of which impacts the quality of life and may jeopardize the well-being of the County’s environment and economy.

WHEREAS, protected lands provide natural absorption of storm and rainwater. In this regard, protecting greenspace and other development buffers helps keep pollution out of the County’s rivers, lakes and streams and generally protects the quality of our drinking water supplies.

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

WHEREAS, under Ordinance 2024-16, the Sales Tax receipts (and bond monies associated therewith) can be utilized to finance the costs of transportation related facilities and improvements, including those items listed and described as the “Projects” in Ordinance 2024-16.

WHEREAS, a portion of the Projects, and including up to 20% of the Sales Tax revenues and bond proceeds are allocated and authorized for greenbelt initiatives, including but not limited to purchasing property-related improvements in the County, including purchasing property for conservation, purchasing conservation easements, creating passive greenspace, creating active greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors (collectively, “Greenbelt Projects”).

WHEREAS, while the funding for the Greenbelt Projects has been determined, the County Council has determined that certain protocols and procedures for the implementation and administration of the Greenbelt Projects are needed.

WHEREAS, by and through the enactment of this ordinance, the County Council has determined to establish the “Jasper County Greenbelt Program”, which shall be codified in the Jasper County code of ordinances.

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

SECTION 1. Recitals. Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

Section 2. Approval.

A. In keeping with the foregoing findings, County Council authorizes the creation and development of the Jasper County Greenbelt Program.

B. The County Council further authorizes, ratifies and confirms the engagement of all professionals and consultants as necessary to develop and implement the Jasper County Greenbelt Program.

SECTION 1. TITLE

This article shall be known as the "Jasper County Greenbelt Program Ordinance."

SECTION 2. JASPER COUNTY GREENBELT PROGRAM ESTABLISHED

The County Council does hereby establish the Jasper County Greenbelt Program (JCGP).

Section 3. Addition of Chapter 25, Article IV – “Jasper County Greenbelt Program” to the County’s Code of Ordinances. Consistent with Ordinance 2024-16, the following section shall be added to the County’s code of ordinances at Chapter 25, Article IV, as follows:

Sec. 25-141. TITLE

As an incident to the enactment of this Chapter, Jasper County, South Carolina (the “County”), acting through the County Council of Jasper County as its governing body (the “County Council”), finds that there shall be created the Jasper County Greenbelt Program. Under the terms hereof, the Jasper County Greenbelt Program shall assist the County by making recommendations regarding the establishment, development and operation of the Greenbelt Projects in the County. Words or pronouns of the masculine gender used herein shall be deemed and construed to include correlative words of the feminine and neuter genders. Terms using initial capitals and not otherwise defined shall have the meanings defined in Sec. 25-143.

Sec. 25-142. PURPOSE

It is the purpose of this Ordinance to:

- a. Provide a means by which Real Property may be protected as economic and environmental resources of major importance; and
- b. Encourage Owners to make a voluntary long-term commitment to conservation by offering owners financial incentives and security of land use; and
- c. Preserve open space; protect critical and natural resources; and/or provide land for recreation; and
- d. Leverage federal, state, local, and private conservation efforts; and
- e. Provide a means whereby Owners can maintain and preserve the rural character of their Real Property through land conservation; and
- f. Provide compensation to Owners in exchange for relinquishment, in part or in whole, of their right to develop their private property; and
- g. Reduce and defer the need for major public infrastructure improvements in the County when the expenditure of public funds is the requirement for such improvements; and
- h. Provide for the purchase of Fee Simple interests in Properties deemed critical to provide for the protection of natural resources, creation of Passive Greenspace, creation of Active Greenspace, protection of agricultural or Heritage Landscapes, and Scenic Corridors; and
- i. Provide for Conservation Easements and Fee Simple procurement of Real Property threatened by development, which if it occurs will have detrimental effects on land use patterns, traffic, public safety, stormwater runoff, water quality or other conservation objectives; and
- j. Provide for conservation of rural lands, which provide protection of natural resources and stability of agricultural, timber, and other open space uses; and
- k. Protect and preserve watersheds including the lower

Savannah River and Port Royal Sound watersheds; and

1. Encourage cooperation and innovative partnerships among Owners, State agencies, municipalities, and non-profit organizations, which must work together in order to meet these objectives.

Sec. 25-143. DEFINITIONS:

“Application” means the request of the Owner to the Jasper County Greenbelt Committee for consideration of the Conservation Easement or sale of Land.

“Active Greenspace” means greenspace designed and intended for structured or unstructured recreational activities that involve a higher level of physical exertion and the use of improved or constructed recreational facilities. Notwithstanding the foregoing, Active Greenspace does not include traditional active recreation amenities like include stripped athletic fields, ballparks, playgrounds, courts (including tennis, basketball, or pickleball), skate parks, fitness stations, swimming facilities, or similar recreational amenities.

“Conservation Easement” means a nonpossessory interest of a holder in Real Property imposing limitations or affirmative obligations, as defined in S.C. Code § 27-8-20, as amended, or as defined in 26 U.S. Code Section 170(h). Purposes may include one or more of the following: (a) retaining or protecting natural, scenic, or open-space aspects of Real Property; (b) ensuring the availability of real property for agricultural, forest, recreational, educational, or open-space use; (c) protecting natural resources; (d) maintaining or enhancing air or water quality; and (e) preserving the historical, architectural, archaeological, or cultural aspects of real property. Each Conservation Easement will be the controlling legal document regarding what is and what is not permitted upon the Real Property, how the Real Property, will be preserved, and what rights are vested with the eligible trust Fund Recipient or its assigns which hold the Conservation Easement.

“Due Diligence” means research and legal descriptions prepared by the Owner of the Real Property for consideration of a Conservation Easement or Fee Simple purchase, including but not limited to an Appraisal, Boundary Survey, Phase I and II Environmental Assessment, Title Search, Title Opinion, and/or Title Insurance.

"Eligible Applicant " means: (a) the following state agencies, which own and manage land for the land's natural resource, historical, and outdoor recreation values: (i) South Carolina Department of Natural Resources, (ii) South Carolina Forestry Commission, and (iii) South Carolina Department

of Parks, Recreation and Tourism; (b) a municipality of the County and any agency, commission, or instrumentality of such a municipality; (c) the County, including any agency, commission, or instrumentality of the County; or (d) an Eligible Trust Fund Recipient.

“Eligible Trust Fund Recipient” means a governmental entity or a nonprofit organization that is qualified under Section 501(c)(3) of the Internal Revenue Code, whose primary purpose includes the acquisition, protection, stewardship, and enforcement of Interests in Land, that has the legal authority, capacity, and commitment to hold and enforce a conservation easement in perpetuity, and that meets any applicable requirements of state law and the applicable trust fund governing documents for receipt of conservation easement interests or related funding.

“Fee Simple” means purchase of Real Property in which Eligible Applicant becomes the Owner.

“Greenbelt Projects” means a portion of the Projects, to be funded with up to 20% of the Sales Tax revenues and bond proceeds, as allocated and authorized for greenbelt initiatives, including but not limited to purchasing property related improvements in the County, including purchasing property for conservation, purchasing conservation easements, creating Passive Greenspace, creating Active Greenspace, protecting natural resources, protecting agricultural or heritage landscapes, and protecting scenic corridors.

“Heritage Landscapes” means landscapes with cultural and historical value including SC250 designated areas, Gullah Geechee National Heritage Corridor landscapes, local overlay districts, properties on the national register of historic places and similar.

"Interests in Lands" means Fee Simple titles to lands or Conservation Easements.

"Land" means undeveloped Real Property, including highlands and wetlands of any description.

“Landowner” means the record Owner of the Land or the authorized contract purchaser of the Land.

“Owner” means an owner of Real Property.

“Passive Greenspace” means recreation focusing on the enjoyment of one's natural surroundings and may include natural resource-based activities such as fishing, camping, hunting, boating, gardening, bicycling, nature studies, horseback riding, visiting historic sites, and or hiking.

“Projects” means the projects and improvements authorized for funding with the Sales Tax.

“Personal Property” means all property other than Real Property, whether tangible or intangible, and whether now owned or hereafter acquired, including, without limitation, equipment, machinery, tools, vehicles, furniture, fixtures (to the extent deemed personal property), inventory, supplies, accounts, contract rights, intellectual property, licenses, permits, records, data, and all proceeds and replacements thereof.

“Preservation Procurements” means acquisition of (i) Fee Simple titles to Real Property; (ii) Conservation Easements in perpetuity; and (iii) perpetual easements for portions/purposes of Passive Greenspace, Active Greenspace Heritage Landscapes, Scenic Corridors and boat landings.

“Property” means Personal Property or Real Property.

“Real Property” means land, together with all buildings, structures, and other improvements located thereon, and all rights, privileges, and appurtenances belonging thereto, including, without limitation, easements, rights-of-way, hereditaments, tenements, mineral rights, air rights, water rights, and all other Interests in Land, whether now owned or hereafter acquired.

“Review Body” means the County staff, or any third-party consultant designated by County Council to review applications and administer the daily functions of the Program for the County and the Greenbelt Committee.

“Sales Tax” means the transportation sales tax imposed by the County as a result a successful referendum on November 5, 2024.

“Scenic Corridors” may include locations along rivers, tidally influenced waterways/wetlands, public road rights-of-way, other roads with public benefits, and/or areas with wildlife habitat, including boat landings.

Sec. 25-144. GREENBELT BANK FUND ESTABLISHED.

The Jasper County shall establish an account separate and distinct from all other funds appropriated by County Council, called the Jasper County Greenbelt Bank Fund (the “Bank”). The Bank shall receive, maintain and distribute 20% of the funding from the Sales Tax to be utilized toward Greenbelt Projects. Revenues in the Bank are restricted solely for financing the cost of Greenbelt Projects. Upon an authorized appropriation therefor by the County Council, money in the Bank may

be applied to provide pay-as you-go funding or bond payments for Greenbelt Projects.

The Bank may not hold or possess any Interests in Lands or other interest in Real Property.

Sec. 25-145. GREENBELT ADVISORY COMMITTEE MEMBERSHIP, TERMS, ORGANIZATION

A. To facilitate Preservation Procurement purchases and the implementation of the Greenbelt Program, County Council shall establish the following Jasper County Greenbelt Advisory Committee (“Greenbelt Committee”, or the “Committee”) as set forth herein.

B. The Greenbelt Committee shall initially consist of four (4) members, each appointed by County Council as follows: one (1) one person who is a member of the County Council; (2) one person who is a member of the City of Hardeeville City Council; (3) one person who is a member of the Town of Ridgeland Town Council; and (4) one person who is a member of the Jasper County School Board. Notwithstanding the foregoing, in the absence or unavailability of a member of the Jasper County School Board, an employee of the Jasper County School Board may be appointed. County Council, by resolution, may appoint additional members to the Greenbelt Committee who are Jasper County residents, and in the discretion of County Council are (i) knowledgeable about the geography and condition of the County's landscape and natural resources; and (ii) have relevant experience and qualifications in matters such as estate law, finance, rural land ownership, agriculture, or conservation. In no event shall more than seven (7) total members be appointed to the Greenbelt Committee. Membership on the Greenbelt Committee shall not be considered a position of honor or profit under the South Carolina Constitution.

C. All members are for four (4) years and until their successors are appointed and qualify, except that the initial terms of the appointed members from City of Hardeeville City Council and Jasper County Council will serve an initial term of 2 years in order to create a staggered board. Absent a resignation by a member, all members shall serve a complete term, regardless of the continued service as a member of the applicable elected body from which they were appointed. Members may serve successive terms.

D. A member may resign, at any time, by delivering written notice to the County Council or the Chair (as described below), as the presiding officer of the Committee. Vacancies, for any reason, on the Committee for service of an unexpired term of an appointed member shall

be filled in the same manner as original appointment.

E. Members of the Committee shall serve without pay; however reasonable travel and other incidental expenses may be provided upon approval of the County finance department. Written documentation of any and expenses and reimbursement shall be submitted on forms provided by the County finance department. Further any expenses and reimbursement shall be subject to compliance with the statutes, ordinances, policies and procedures established by the County Council for reimbursement of expenses for county boards, agencies and commissions.

F. The Committee is subject to and governed by the provisions of the South Carolina Freedom of Information Act, as codified at S.C. Code Ann 30-4-10 et seq., as amended (the "Freedom of Information Act"). The Committee expects and intends to comply with the provisions of the Freedom of Information Act in all of its actions and activities. The public shall be notified of meetings of the Committee and all meetings shall be conducted in every respect in the manner required Freedom of Information Act. The records of the Committee, except as the Freedom of Information Act or any other laws or provisions of State of South Carolina or federal law otherwise permit, shall be open to the public in the manner required by the Freedom of Information Act.

G. The County Council authorizes the County Administrator to provide the Committee with appropriate county staff to support the functions of the Committee. Additionally, and as approved by County Council, consultants and other professionals may be assigned by the County to work with the Committee, expressly including the Review Body.

Sec. 25-146. Bylaws, Policies and Procedures

A. As necessary for the efficient operation of the Committee and subject to the approval of the County Council by resolution, the Committee may establish separate bylaws, procedural rules and policies to govern its operations.

B. The following provisions shall apply with respect to the meetings and actions of the Committee:

(1) The Committee shall meet at regular intervals, but not less frequently than once each [quarter]. However, during the initial year of creation, the Committee shall meet at least once per month.

(2) The presiding officer, or a majority of the members may call special meetings of the Committee at any time.

(3) A simple majority of the full membership of the Committee then in office shall constitute a quorum. If a quorum is present when a vote is taken, unless otherwise specifically provided herein, the affirmative vote of a majority of members present shall constitute the act of the committee.

C. The Committee is authorized to conduct all meetings, regular meetings and specially-called meetings exclusively in electronic form (or a hybrid thereof wherein some members are physically present in a location and others are participating electronically), provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, and the conduct of the electronic meeting, complies with the Freedom of Information Act and allows for the capability for all members to be heard at all times by any other members and by the general public (excepting executive sessions or other periods closed to public by law). All electronic meetings are subject to the applicable notice requirements of the Freedom of Information Act. Participation by electronic means shall constitute presence for the purpose of establishing a quorum.

D. No votes by proxy shall be permitted under any circumstances.

Sec. 25-147. Officers

The following provisions shall apply with respect to officers of the Committee:

A. The officers of the Committee shall be a Chair, a Vice-Chair, a Secretary, and a Treasurer. The Chair and the Vice-Chair shall be elected for a one-year term by a majority of the members then in office; provided that if an officer's term expires, he shall continue to serve until his successor is elected and qualified. Officers may succeed themselves through re-election. The Committee may elect such other officers as it shall deem desirable such officers to have the authority and to perform the duties prescribed, from time to time, by the Committee. The same individual may simultaneously hold more than one office in the Committee.

B. Any officer may resign at any time by delivering written notice to the Chair, or in the event the Chair seeks resignation, to the Secretary. A resignation is effective when the notice is received unless the notice states a later effective date. If a resignation is made effective at a later date, the Committee may fill the pending vacancy before the effective date if the Committee provides that the successor shall not take office until the effective date of the resignation.

C. Any officer may be removed by a two-thirds (2/3) vote of the members then in office, at any time during a duly called meeting, for any reason.

D. In the case of absence or inability to act of any officer of the

Committee or any person duly authorized to act in his place, the Committee may delegate the powers and duties of such individual to any other officer, to any Member, or to any other person whom it may select. Vacancies in any office may be filled by the Committee at any regular or special meeting.

E. The Chair shall be the principal executive officer of the Committee and, subject to the control of the Committee, shall in general supervise and control all of the business and affairs of the Committee. The Chair shall, when present, preside at all meetings of the Committee. The Chair may sign, with the Secretary attesting (as applicable given the circumstances) documents, certifications, agreements and letters which the Committee has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Committee to some other officer or agent of the Committee, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the Committee from time to time. In the absence of the Chair for any reason, the Vice-Chair may fulfill the functions, duties and responsibilities of the Chair.

F. The Secretary of the Committee shall be an appointee from the County's Development Services Division, as determined by the County Administrator. The Secretary shall keep the minutes and records of the Committee, see that all notices are duly given in accordance with the provisions of this code of ordinances or as required by law and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to such officer by the Chair or by the Committee.

G. The Treasurer of the Committee shall be an appointee from the County's Administrative Services Division, as determined by the County Administrator. The Treasurer shall perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to such officer by the Chair or by the Committee. The Treasurer shall work with the County as necessary to support the Bank and ensure the propriety and distribution of funds therein.

H. Officers (in fulfilling their duties to the Committee) shall serve without compensation but shall be reimbursed for all reasonable expenses incurred on behalf of the Committee consistent with the other reimbursement provisions herein.

Sec. 25-148. GREENBELT COMMITTEE DUTIES AND RESPONSIBILITIES

- A. The duties and responsibilities of the Committee are to:
 - 1. Identify stakeholder groups with extensive knowledge

of and experience in land preservation to assist with recommendations to the advisory committee on Interests in Land.

2. Develop and recommend to County Council for consideration and adoption program criteria to guide the identification and prioritization of Interests in Lands to be acquired through the Greenbelt Program. The basic criteria shall include: (a) *Transparency and Equity*. The Program shall operate in a transparent manner, with clearly articulated evaluation standards, and shall seek to promote an equitable distribution of Greenbelt Program funds throughout the County over time, recognizing that funding decisions shall be based on merit, conservation value, and available opportunities; (b) *Opportunity to Leverage Funds*. The criteria shall identify additional considerations applicable to Lands of Interest located outside the County, including the extent to which such projects advance County conservation objectives, provide a demonstrable public benefit to County residents, and leverage Greenbelt Program funds through required matching funds or other financial contributions from public or private sources; (c) *Development-Related Acquisitions*. The criteria shall provide that acquisitions of development rights or conservation interests associated with annexations, rezonings, density increases, or other land use entitlements granted after the adoption of this ordinance shall be subject to heightened scrutiny. The use of Greenbelt Program funds for such acquisitions may be limited or prohibited where the conservation interest is determined to be primarily mitigation for, or directly attributable to, such development approvals; and (d) *Intergovernmental Coordination*. For projects located within the jurisdiction of another governmental entity, the criteria shall require consideration of written letters of support or opposition from the affected local government(s) and shall evaluate the extent to which the proposed acquisition is consistent with applicable comprehensive plans, conservation priorities, and intergovernmental agreements.

3. Develop and recommend to County Council, for consideration and adoption, a standardized application process that includes a measurable and transparent scoring system based on the adopted program criteria (see Sec. 25-147 below). When applicable, the scoring system shall, at a minimum, evaluate the following factors: (a) *Natural Resource Protection*. The extent to which the proposed acquisition protects or enhances significant natural resources, wildlife habitat, wetlands, floodplains, and water quality, including particularly, Passive Greenspace, Active Greenspace Heritage Landscapes, and Scenic Corridors; (b) *Plan Consistency*. The degree of consistency with adopted plans and

policies, including the Jasper County Comprehensive Plan and any Greenbelt plans; (c) *Transportation and Infrastructure Impacts*. The extent to which the acquisition is expected to reduce vehicle miles traveled, limit traffic generation, lessen the need for future roadway or related public infrastructure improvements and improve boat landings; (d) *Leveraging of Funds*. The availability, amount, and reliability of matching funds or other financial contributions that leverage Greenbelt Program funds; and (e) *Development Entitlements*. For acquisitions involving existing development rights, the recency and scope of any zoning, annexation, or other development entitlements granted for the property.

4. Work with County Council and the South Carolina Department of Revenue to confirm and finalize Program criteria and application process.

5. Review and recommend to County Council Interests in Lands to be acquired based on the adopted program criteria and scoring system (subsections (2) and (3) above).

6. Perform such other duties as may be assigned by County Council.

B. In fulfilling their duties and responsibilities to the Greenbelt Committee, Committee members must recuse themselves from any vote in which they have a conflict of interest including, but not limited to, any vote affecting or providing funding for the acquisition of interests in land: (1) on land owned or controlled by the Committee member, the Committee member's immediate family, or an entity the Committee member represents, works for, in which the member has a voting or ownership interest, or to which the Committee member is associated; (2) on land contiguous to land described in item (1) of this subsection; and (3) by an Eligible Trust Fund Recipient that the Committee member represents, works for, or in which the member has a voting or ownership interest.

C. In keeping with the foregoing, the Committee is an agent of the County, and all members are subject to the South Carolina Ethics Act, as amended, and must perform their duties in accordance with its provisions, including written recusal in the event of any conflict of interest under the Ethics Act of subsection B hereinabove.

Sec. 25-149. PROCUREMENT TYPES; REQUIRED APPICATION CRITERIA

A. The Greenbelt Program will focus its efforts on the following conservation procurement types: (1) purchasing Fee Simple interest in Real Property and/or (2) purchasing Conservation Easements, each to further the goals of creating passive greenspace, creating Active Greenspace, protecting natural resources, protecting or promoting Passive Greenspace, Active Greenspace, Heritage Landscapes, and Scenic Corridors.

B. If a Conservation Easement is proposed by an Application, the following criteria shall apply to an Application: (1) identification and description of conservation values in or on the Property to be preserved; (2) evidence that development of the Property would result in adverse impacts to the environment or public infrastructure serving the Property; (3) information that the character of the Property and its surrounding area would be threatened by proposed or possible future development; (4) written confirmation that the Owner wishes to retain ownership of the Property; (5) confirmation that public access to the Property is not required or desirable; (6) the type of land designation; (7) evidence of contribution of a minimum 25% match; and (8) demonstration how Eligible Recipient will provide both the expertise and financial resources to manage the Property for the purposes set forth in its Application.

C. If Fee Simple title purchase is proposed by an Application, the following criteria shall apply to an Application: (1) written confirmation or evidence of the written consent of the Owner of the Property in question is required as a part of the Application; (2) identification and description of conservation values in or on the Property to be acquired; (3) confirmation that public access to the Property is practicable, but not later than (5) five years after acquisition; (4) evidence that development of the Property for public access, Active Greenspace and/or Passive Greenspace use is desirable; (5) information that development of the Property would result in adverse impacts to the environment or public infrastructure serving the Property; (6) any amounts to be contributed as matching funds; and (7) demonstration how Eligible Recipient will provide both the expertise and financial resources to manage the Property for the purposes set forth in its Application.

Sec. 25-150. FURTHER APPLICATION CONSIDERATIONS; APPLICATION SUBMITTALS

A. Once the Application form and terms are approved by County Council, the Greenbelt Committee will process Applications from Eligible Applicants on a quarterly cycle basis. The quarterly application deadlines are as follows: (1) January 31; (2) April 30; (3) July 30; and October 31.

B. After the Application cycle has closed, all Applications will be initially reviewed by the Review Body for timely submission and

completion. Best efforts will be made by the Review Body within ten (10) business days to determine if a filed application is complete. If an Application is not complete, the Review Body will timely advise the applicant, and the applicant will have ten (10) business days to provide the additional information to be considered for that Application cycle. If the Application is still incomplete after resubmittal, it will be rejected by the Review Body, and the applicant must resubmit the Application in a subsequent Application cycle for consideration. After the initial review of Applications by the Review Body is complete, all completed Applications will be submitted to the Committee for review. The Committee will make best efforts to consider completed applications by *no later* than 45 days after each quarterly deadline. The Committee reserves the right to amend the quarterly deadlines at the beginning of each year to best meet the requirements of the Greenbelt Program, however, the quarterly Application deadlines shall not be changed without the approval of County Council.

C. A special meeting under Sec. 25-145(B)(2) may be called to consider an Application, however, such action shall be reserved to situations where "time is of the extreme essence" and documented as such.

Sec. 25-151. REQUIRED APPLICATION TYPES, COMPONENTS, AND SCORING SYSTEM RUBRIC.

A. Each procurement type (Conservation Easement v. Fee Simple) shall have a separate application and scoring rubric. Each Application, including the rubric shall be approved by County Council prior to usage by the Committee. Thereafter, the Applications shall be made publicly available, and shall include the applicable scoring rubric.

B. The scoring rubric for each form of Application shall be based on the following components (1) numerical values from defined conservation and financial criteria for each Application, as further set forth in subsection C below; (2) the narrative provided by the Applicant, and compliance with minimum requirements; and (3) consistency with relevant overarching master plans (e.g., Comprehensive Plans, State Wildlife Action Plan, Natural Resources plan, etc.) which governmental jurisdictions have adopted.

C. The conservation and financial criteria associated with the rubric will be reviewed and analyzed based on the following: (1) public access and/or public benefit; (2) proximity and/or connectivity to existing protected Properties; (3) Proximity and/or connectivity to potential future protected Properties; (4) conservation and/or expansion of intact natural habitats, agricultural and/or heritage landscapes, scenic corridors; (5) consistency with adopted plans including the Comprehensive Plans and existing zoning; (6) degree of

urgency for the Greenbelt Project in terms of protection of resources and/or real estate market; (7) the extent to which the acquisition will result in the reduction of vehicle miles traveled and reduce the need for future roadway improvements; (8) importance of the Greenbelt Project in achieving multiple local, state and/or federal environmental goals and objectives; and (9) the extent to which matching funds will be available or committed;

D. State and Federally protected wetlands may be included in Properties being considered, but Bank funding shall not be used to purchase standalone wetlands or properties with a majority of wetlands area that do not otherwise have potential for development/utilization.

E. Additional consideration shall be given to Fee Simple Property acquisitions to which the County has identified a park, boat ramps and piers, or other public access to natural resources.

F. Funding will be rewarded to approved projects that represent (1) geographical dispersion of previous green space funds that aligns with the priority map attached hereto as Exhibit A; (2) environmental benefits; (3) avoidance of adverse regional, economic, environmental and service demand impacts; (4) proximity, connectivity, adjacency to and impact of previous counties and regional conservation investments; (5) proportional leveraging of funds and align with the South Carolina State Conservation Bank, or similar greenspace funding initiatives.

G. These components shall remain intact unless amended by the County Council.

Sec. 25-152. METHOD OF PROGRAM AND PROCEDURES

The following procedures shall be followed in evaluating applications procurements:

A. Complete Applications shall be initially reviewed, allocated based on preferred procurement, and ranked in accordance with the scoring rubric by the Review Body. All Applications shall then be collated based on rankings (highest to lowest) and given a positive, negative or neutral recommendation for funding. The Applications, ranking and rubric and recommendations shall be timely presented to the Committee.

B. Review, recommendation, and action to proceed with Due Diligence and acquisition negotiations: Committee shall review and make recommendations whether to engage in Due Diligence and acquisition negotiations based upon scoring and recommendation of the Review Body.

C. The Committee will meet to review and consider the recommendations. Based on such review, the Committee will further recommend action or inaction on each Application. Additionally, the Committee may revise and edit any scoring rubric or recommendations from the initial Review Body.

D. The Committee recommendations will be presented to County Council for final review and consideration. Approval will be made by resolution of County Council.

Sec. 25-153. DUE DILIGENCE

A. All proposed acquisitions will be subject to due diligence being satisfactorily completed, reviewed, and approved by the County. All due diligence shall be initiated and reviewed by appropriate Review Body before being sent to County Council for final action. Due diligence shall include, but may not be limited to: (1) an appraisal of the value of the interest being acquired prepared by a member of the Appraisal Institute (MAI), with preference for appraisers with certified training by the South Carolina State Conservation Bank; (2) a boundary survey completed by a South Carolina Registered Land Surveyor suitable for describing the property. For purchase of fee simple interests, a topographic survey, tree survey, archaeological survey, or other due diligence items shall/may also be obtained when appropriate; (3) Phase I Environmental Assessment by a qualified environmental consulting firm. In instances where the Phase I Report so indicates, a Phase II Environmental Assessment including a Plan for any Remediation, by the Seller or Purchaser, is required for the Property to address the concerns to the satisfaction of the Committee or County Council.; and (4) when warranted, a title search, title opinion, and/or title insurance commitment, with only normal title exceptions.

B. Subject to the prior approval of County Council or within certain funding thresholds as may be approved by County Council, the County may reimburse or directly pay reasonable and customary costs incurred in connection with the Due Diligence activities described in subsection (A) above. Such reimbursement or payment may be authorized either (i) on a project-specific basis in amounts expressly approved by County Council, or (ii) pursuant to aggregate and per-project expenditure thresholds established by County Council through the County's annual budget or other duly adopted fiscal policies. In no event shall reimbursement for Due Diligence costs exceed the applicable aggregate or per-project limits approved by County Council, and any amounts in excess thereof shall require separate County Council approval.

Sec. 25-154. MISCELLANEOUS

A. No interest in Property acquired by an Eligible Applicant with the Sales Tax may be extinguished, sold, transferred, assigned, alienated, or converted to a purpose or use other than that set forth in the grant award, without securing: (1) a certificate of the Review Body that the Property no longer exhibits the characteristics that qualified it for acquisition with funds from the Bank; and (2) super majority vote (at least 66.66%) of the County Council.

B. Funds from the Bank may not be used to acquire interests in Properties or other interests in Property through the exercise of any power of eminent domain or condemnation proceeding; provided, however, that such funds may be used when the use of eminent domain is limited solely to the consolidation of existing greenbelt land holdings.

C. The provisions of this Article must not be construed to eliminate or unreasonably restrict hunting, fishing, farming, forestry, timber management, or wildlife-habitat management, as regulated by the laws of this State, upon lands for which interests in Property are obtained pursuant to this Ordinance. These and other traditional and compatible activities may be conducted, where appropriate, upon Property preserved with Sales Tax funds.

D. In order to ensure proper planning and efficiency in Greenbelt Projects funded through the proceeds of the Program, and to provide that these Greenbelt Projects bring the greatest benefit to the County, a comprehensive Greenbelt Study shall be undertaken by a selected party, and a recommended Greenbelt Plan issued to County Council, which shall include the following elements, and any other elements requested by County Council, including: (1) Feedback and priorities from local conservation and historic resource partners, stakeholders; (2) an inventory of potential priority greenbelt Properties in the County; (3) a forecast of greenbelt needs over the next twenty-five (25) years in the County; and (4) Greenbelt Property Selection Criteria, with consideration given to the System employed by the South Carolina Conservation Bank.

E. Once completed, the comprehensive Greenbelt Plan should be reviewed and revised every five (5) years.

F. The Bank and Eligible Applicants receiving monies from the Sales Tax funds shall retain all records of acquisition of interests in Property with such funds including, but not limited to deeds, title documents, contracts, surveys, inventories, appraisals, title insurance policies, environmental assessments, and closing documents.

Section 4. Public Hearing. Prior to the date of enactment of this Ordinance, the County did hold a public hearing on March 16, 2026 regarding the terms hereof and the enactment of this Ordinance.

Section 5. Further Action. The County staff, acting through the County Administrator and the County Treasurer are authorized, as required or necessary, to undertake any supplemental, follow-up and/or final actions following the enactment of this Ordinance and the imposition of its terms.

Section 6. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Limitation of Rights. That nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause(s) 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 8. Inconsistency. All ordinances or parts of ordinances 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 take effect upon third reading and enactment of this Ordinance.

[Remainder of Page Intentionally Left Blank]

Jasper County Council

BY: _____
W. J. Rowell, III
Chairman

ATTEST:

BY: _____
Wanda Simmons-Giles
Clerk to Council

ORDINANCE: #2026-13

First Reading: February 17, 2026
Public Hearing March 16, 2026
Second Reading: March 16, 2026
Enactment: _____

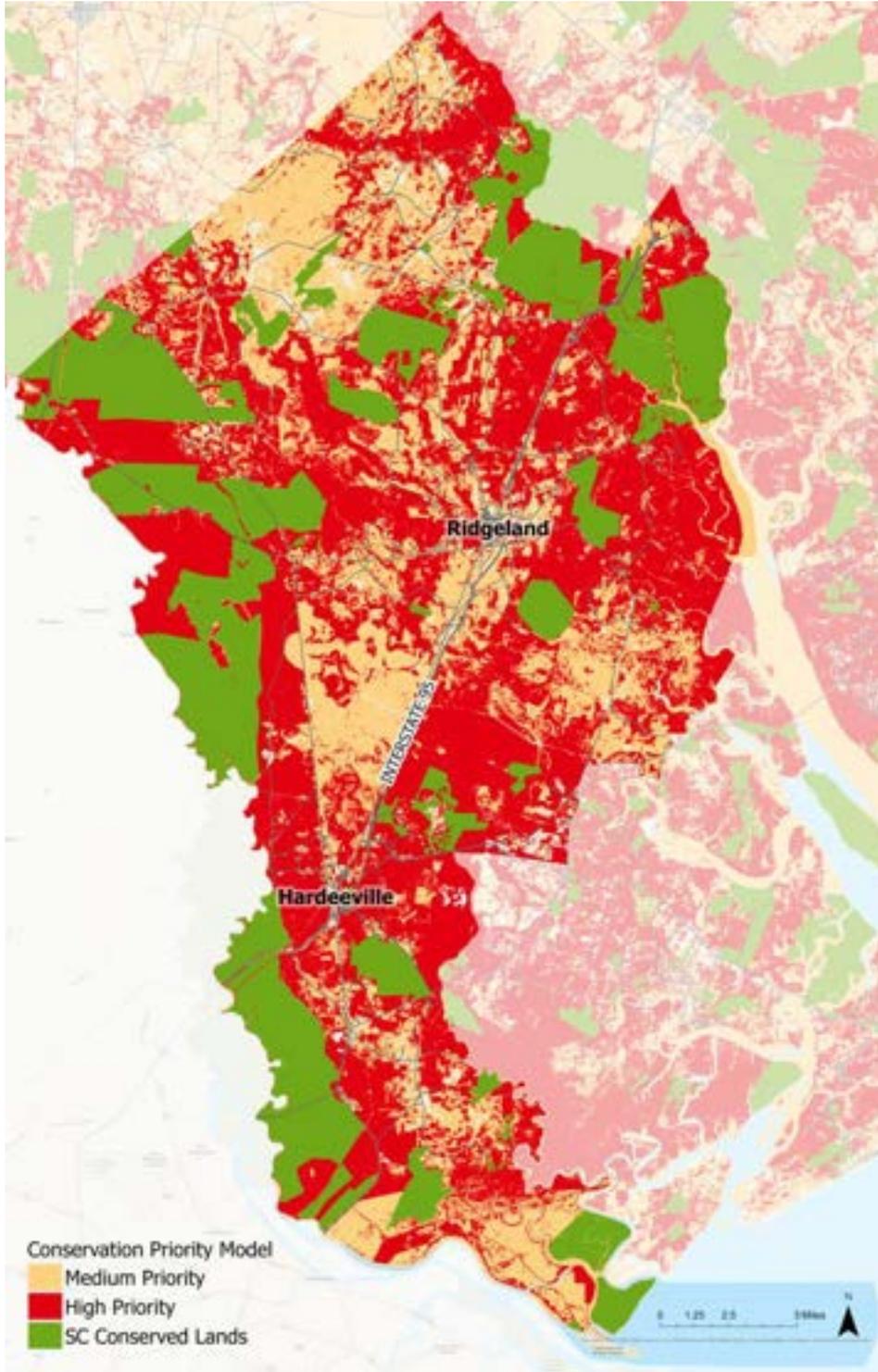
Reviewed for form and draftsmanship by the interim Jasper County Attorney.

Pope Flynn, LLC

Date

EXHIBIT A

CONSERVATION BANK PRIORITY MAP



AGENDA
ITEM # 9G



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:	March 16, 2026
Agenda Item:	9.G – Ordinance #O-2026-_____
Project:	Project Heat Special Source Revenue Credit Agreement
Request:	Consideration of the 1st Reading of an Ordinance to execute the Special Source Revenue Credit (SSRC) Agreement and establish a Multi-County Industrial Park (MCIP) with Hampton County.
Action Needed:	Approval of 1 st Reading of the Ordinance
Recommendation:	Approval of 1 st Reading of an Ordinance to execute the Special Source Revenue Credit (SSRC) Agreement and establish a Multi-County Industrial Park (MCIP) with Hampton County.

Description:

This ordinance authorizes Jasper County to execute the Special Source Revenue Credit (SSRC) Agreement and take any necessary actions to fulfill the County's obligations under the Agreement. It also approves the establishment or expansion of a Multi-County Industrial Park (MCIP). The ordinance further authorizes county officials to execute related documents needed to implement the agreement and incentives offered to the company.

Staff Recommendation:

Approval of 1st Reading of an Ordinance to execute the Special Source Revenue Credit (SSRC) Agreement and establish a Multi-County Industrial Park (MCIP) with Hampton County.

Attachment(s):

Ordinance #O-2026-_____
Draft SSRC Agreement
Draft MCIP Agreement

ORDINANCE NO. #O-2026-_____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND PROJECT HEAT, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Jasper County, South Carolina (the "County") is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the "MCIP Act"), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Section 4-1-175 of the MCIP Act and Section 4-29-68, Code of Laws of South Carolina 1976, as amended (the "Infrastructure Credit Act") to provide infrastructure credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise. Under the authority provided in the MCIP Act, the County has created a multi-county park with Hampton County, South Carolina (the "Park") through that certain Agreement for Development of Joint County Industrial Park between Jasper County, South Carolina and Hampton County, South Carolina (The "Park Agreement") ; and

WHEREAS, Pursuant to the Infrastructure Credit and MCIP Acts, the County is authorized to provide credits ("Infrastructure Credits") against fee-in-lieu of tax payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project in the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility ("Infrastructure").

WHEREAS, Project Heat (the Company") proposes to invest approximately \$6,500,000 in real property improvements and personal property in order to expand the Company's processing facility (the "Project") (collectively, the land, real property improvements and the personal property shall be referred to herein as the "Property") and to create 30 new, full-time jobs at the Project; and

WHEREAS, the County Council of Jasper County ("County Council") has agreed to assist the Company in connection with the Project by (i) locating the Project in the Park, and (ii) pursuant to the Infrastructure Credit Act, providing certain Infrastructure Credits to the Company with respect to qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the County Council has agreed, pursuant to the MCIP Act and the Infrastructure Credit Act, that the Project shall qualify for a 10-year 15% Infrastructure Credit, all as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the “SSRC Agreement”); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and

WHEREAS, it appears that the SSRC Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Hampton County, in meeting duly assembled, as follows:

Section 1. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting, and are directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 2. *Multi-County Park.* The establishment of the Park to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. To include the Project will be complete on adoption of this Ordinance by County Council, delivery of this Ordinance to the Clerk to County Council Hampton County, South Carolina and receipt of an ordinance from Hampton County.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the SSRC Agreement.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

DONE, RATIFIED AND ADOPTED this ____ day of _____, 2026.

JASPER COUNTY, SOUTH CAROLINA

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

Burr & Forman LLP

Date

ATTEST:

Wanda Giles, Clerk
Jasper County Council

First Reading: March 16, 2026
Second Reading: _____
Public Hearing: _____
Third Reading: _____

STATE OF SOUTH CAROLINA)	
)	AGREEMENT FOR THE ESTABLISHMENT
COUNTY OF JASPER)	OF MULTI-COUNTY INDUSTRIAL/
)	BUSINESS PARK (FREEDOM INDUSTRIAL)
COUNTY OF HAMPTON)	PARK)

THIS AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (FREEDOM INDUSTRIAL PARK) for the establishment of a multi-county industrial/business park to be located within Jasper County and Hampton County is made and entered into as of _____, 2026, by and between Jasper County, South Carolina ("Jasper County") and Hampton County, South Carolina ("Hampton County").

RECITALS

WHEREAS, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. _____, enacted by Jasper County Council on _____, 2026, and Ordinance No. _____ enacted by Hampton County Council on _____, 2026, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Jasper County a multi-county industrial/business park (the "Park"), to be located upon property more particularly described in Exhibit A (Jasper); and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Hampton County, their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

3. Location of the Park.

(A) The Park consists of property that is located in Jasper County and which now or will be owned by project sponsors for the purpose of establishing industrial, distribution and/or commercial facilities, the property being more particularly described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Jasper County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the county council of Jasper County and resolution of the county council of Hampton County. Except as permitted by the Intergovernmental Agreement dated as of November 4, 2021 between Jasper County and the City of Hardeeville, South Carolina ("2021 IGA") if any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park as enlarged or diminished, together with a copy of the ordinance of Jasper County Council and resolution of Hampton County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the enactment by Jasper County Council of its ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Jasper County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Jasper County, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be given by certified mail that is deposited with the U.S. Postal Service at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Jasper County and Hampton County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance and promotion of the Park, in the following proportions:

- A. Jasper County – 100%
- B. Hampton County – 0%

6. Allocation of Revenues. Jasper County and Hampton County shall receive an allocation of all revenues generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

- A. Jasper County – 99%
- B. Hampton County – 1%

Any payment from Jasper County to Hampton County of Hampton County's allocable share of Park revenues: (I) shall be made and accompanied by a statement showing the manner in which total payment and each County's share were calculated. If any Park revenues are received by Jasper County through payment by any owner, or any lessee/tenant, or any other taxpayer is made under protest, or otherwise as part of a dispute, then Jasper County is not obligated to pay Hampton County more than Hampton County's share of the undisputed portion of the Park revenues until thirty (30) days after the final resolution of the protest or dispute.

7. Revenue Allocation within Each County. Park revenues generated shall be distributed to and within the County as follows:

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Jasper County shall be distributed in accordance with an ordinance adopted by Jasper County Council:

(B) Revenues allocable to Hampton County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Jasper County portion of the Park shall be distributed solely to Hampton County.

8. Fees in Lieu of *Ad Valorem* Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Jasper County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes ("Negotiated Fee in Lieu of Tax Agreements"), with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Jasper County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Jasper County and Hampton County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to **Sections 6 and 7** herein.

10. Governing Laws and Regulations. Any applicable ordinances and regulations of Jasper County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Jasper County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

12. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision of this Agreement.

13. Counterpart Execution. This Agreement may be executed in multiple counterparts.

14. Additional Parties. This Agreement may be amended from time to time to add additional counties located in South Carolina, subject to Article VIII, Section 13(D) of the Constitution of South Carolina and Title 4, Chapter 1 of the Code, by ordinance of the county council of Jasper County, and by resolution of the county council of Hampton County; provided, however, that to the extent permitted by law, additional counties may be added as parties hereto with only the enactment of an ordinance of the county council of Jasper County only in the event that such additional county's allocation of Park Revenues hereunder shall be allocated solely out of Jasper County's residual net share of the Park Revenues provided for its use and distribution pursuant to **Section 7** hereof.

15. Term; Termination. Except as specifically provided in this **Section 15**, Jasper County and Hampton County agree that this Agreement may not be terminated in its entirety by any party and shall remain in effect for a period equal to the longer of (i) twenty-one (21) years commencing with the effective date of this Agreement or (ii) a period of time of sufficient length to facilitate any special source revenue credits due with respect to Park property. Notwithstanding anything in this Agreement to the contrary, this Agreement may not be terminated to the extent that Jasper County has outstanding contractual commitments to any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property requiring designation of such property as part of a multi-county industrial/business park

pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina and/or Title 4, Chapter 1 of the Code (the "Act"), unless Jasper County shall first (i) obtain the written the consent of such owner, lessee/tenant, or other taxpayer or (ii) designate such parcel as part of another multi-county industrial/business park pursuant to the Act effective immediately upon termination of this Agreement. Additionally, in the event that Jasper County complies with the preceding sentence, Jasper County may unilaterally terminate this Agreement upon providing thirty (30) days' notice to Hampton County and any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property.

16. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Office of Jasper County, for matters within their jurisdiction. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

JASPER COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Jasper County, South Carolina

[SEAL]

Attest:

By: _____
County Council Clerk
Jasper County, South Carolina

HAMPTON COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Hampton County, South Carolina

[SEAL]

Attest:

By: _____
County Council Clerk
Hampton County, South Carolina

Exhibit A (Jasper)
PARK PROPERTY

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

JASPER COUNTY, SOUTH CAROLINA,

and

PROJECT HEAT
a Georgia limited liability company

Dated as of _____, 2026

**SUMMARY OF CONTENTS OF
SSRC AGREEMENT**

This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this SSRC Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Company Name	Project Heat	
Project Location		
Tax Map No.		
SSRC Agreement		
Infrastructure Credit		
• Brief Description	15% for the Credit Term	
• Credit Term	10 Years	
• Minimum Investment Requirement	\$6,500,000	
• Minimum Job Requirement	30	
• Assessment Ratio	6%	
• Millage Rate	.341 (adjusted annually)	
Multicounty Park	Park Agreement between Jasper County and Hampton County	
Other Information	Expansion of Processing Facility located at _____	

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of as of _____, 2026 (the "Agreement"), between **JASPER COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and **PROJECT HEAT**, a limited liability company organized and existing under the laws of the State of Georgia (the "Company").

WITNESSETH:

WHEREAS, Jasper County, South Carolina (the "County") is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the "MCIP Act"), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Section 4-1-175 of the MCIP Act and Section 4-29-68, Code of Laws of South Carolina 1976, as amended (the "Infrastructure Credit Act") to provide infrastructure credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise. Under the authority provided in the MCIP Act, the County anticipates creating a multi-county park with Hampton County, South Carolina (the "Park"); and

WHEREAS, Pursuant to the Infrastructure Credit and MCIP Acts, the County is authorized to provide credits ("Infrastructure Credits") against fee-in-lieu of tax payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility ("Infrastructure").

WHEREAS, Project Heat now proposes to invest approximately \$6,500,000 in real property improvements and personal property in order to expand the Company's processing facility and to create 30 new, full-time jobs (the "Project") (collectively, the land, real property improvements and the personal property shall be referred to herein as the "Property"); and

WHEREAS, the County Council of Jasper County ("County Council") has agreed to assist the Company in connection with the Project by (i) locating the Project in the Park, and (ii) pursuant to the Infrastructure Credit Act, providing certain Infrastructure Credits to the Company with respect to qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the County Council has agreed, pursuant to the MCIP Act and the Infrastructure Credit Act, that the Project shall qualify for a 10-year 15% credit, all as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the "SSRC Agreement"); and

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WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation and/or retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, 2026, following a public hearing held on _____, 2026.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“Agreement” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“Certification Date” shall have the meaning set forth in Section 3.01(b).

“Code” shall mean the Code of Laws of South Carolina 1976, as amended.

“Company” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Cost of Infrastructure” shall mean the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate and personal property in connection with the Project, and any other such similar or like expenditures authorized by the Infrastructure Credit Act.

“County” shall mean Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“Expansion Project” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Fee Payments” shall mean the payments in lieu of taxes, including, if applicable, any negotiated payments in lieu of taxes pursuant to the Code, made by the owners(s) of the Project.

“Infrastructure Credit Act” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“MCIP Act” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

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“*Minimum Commitment*” shall have the meaning set forth in Section 3.01(b).

“*Minimum Investment Requirement*” shall mean a taxable investment in real and personal property of not less than \$6,500,000.

“*Minimum Jobs Requirement*” shall mean not less than 30 new, full-time jobs created by the Company in connection with the Project.

“*Ordinance*” shall mean the ordinance enacted by the County Council on _____, 2026, authorizing the execution and delivery of this Agreement.

“*Park*” shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

“*Park Agreement*” shall mean the agreement with Hampton County to establish the Park.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“*Project*” shall have the meaning set forth with respect to such term in the recitals to this Agreement and shall include the Original Project and the Expansion Project.

“*Property*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Company for the purpose of promoting economic development within the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law,

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rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Georgia and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(d) The Company will use commercially reasonable efforts to achieve the Minimum Investment Requirement and the Minimum Jobs Requirement.

~~(d)~~(e) The financing of the Cost of Infrastructure by the County has been instrumental in inducing the Company to expand the Project in Jasper County, South Carolina.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will

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comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event the Park Agreement is terminated, the County agrees to use commercially reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III INFRASTRUCTURE CREDITS

SECTION 3.01. Infrastructure Credits.

(a) To assist in paying for the Cost of Infrastructure, the Company and any qualifying sponsor are entitled to claim an Infrastructure Credit to reduce certain Fee Payments due and owing from the Company or sponsor to the County that pertain to the Project. The real property and improvements thereon and all qualifying personal property expenses of the Company under the Project shall qualify for a 10-year 15% Infrastructure Credit. The 15% Infrastructure Credit shall begin in the year after the initial real property improvements and/or personal property attributable to the Expansion Project are placed in service and shall continue for 9 years thereafter ("Expansion Credit Term"). In no event may the Company's aggregate infrastructure credit claimed pursuant to this Section exceed the aggregate expenditures by the Company or sponsor on the Cost of Infrastructure.

(b) Minimum Commitment. The Company shall meet the Minimum Investment Requirement and the Minimum Jobs Requirement (together, the "Minimum Commitment") by the Certification Date, as defined below. The Company shall certify to the County the achievement of the Minimum Commitment no later than December 31, 2032 (the "Certification Date"), by providing documentation to the County sufficient to reflect the achievement of the Minimum Commitment. If the Company fails to certify the Minimum Commitment by the Certification Date, the County may provide notice to the Company of such failure. If the Company fails to provide the certification within thirty (30) days of the receipt of notice from the County, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

(c) THIS AGREEMENT AND THE ADDITIONAL INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF

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ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

(e) To the extent that the Infrastructure Credit is used as payment for personal property and the personal property is removed from the Project during the ten-year period and not otherwise replaced, then the amount of the fee-in-lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two years immediately following the removal, as set forth in Section 4-29-68(A)(2)Iii) of the Code of Laws of South Carolina, 1976, as amended. If the Company replaces the removed property with qualifying replacement property, as defined in the Act, then the removed personal property is deemed not to have been removed from the Project. This Agreement is applicable to the Property located in the Park as part of the Project.

ARTICLE IV – CLAW BACK

SECTION 4.01. Claw Back. If the Company fails to meet the Minimum Commitment by the Certification Date, then the Company shall be subject to a reduction in the Credit as described in Exhibit B (the “Claw Back”). Notwithstanding the above, the County may forego the application of the Claw Back or extend the Certification Date.

For the avoidance of doubt, the Claw Back set forth in this Section 4.01 and in Exhibit B apply solely to the benefits provided by the Infrastructure Credits.

ARTICLE V CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 5.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 5.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company

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of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 5.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Additional Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE VI DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. The following are "Events of Default" under this Agreement:

(a) A Cessation of Operations. For purposes of this Agreement, a "Cessation of Operations" means a publicly announces closure of the Project; a layoff of a majority of the employees working at the Project over a period of three (3) months, or a reduction in production of more than eighty percent (80%) that continues for a period of twelve (12) consecutive months;

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(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(c) Material failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

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If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

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SECTION 6.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

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(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

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(b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or

(d) by action or suit in equity enjoy any acts or things which may be unlawful or in violation of its rights.

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SECTION 6.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII MISCELLANEOUS

SECTION 7.01. Termination. Subject to Sections 6.01 and 6.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Company.

SECTION 7.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees,

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or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally for the Additional Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return receipt requested, restricted delivery, postage prepaid, addressed as follows:

(a) if to the County: Jasper County, South Carolina
Attn: County Administrator
PO Box 1149
358 Third Avenue
Ridgeland, SC 29936

with a copy to: (which shall not constitute notice to the County): [Parker Poe Adams & Bernstein](#)
[Attn: Ray Jones](#)
[1221 Main Street, Suite 1100](#)
[Columbia, SC 29201](#)

(b) if to the Company: Project Heat

Attention:

with a copy to: Haynsworth Sinkler Boyd, P.A.
(which shall not constitute notice to the Company) 1201 Main Street, Suite 2200
Columbia, SC 29201
Attention: Gary W. Morris

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

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SECTION 7.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 7.11. Indemnity.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The Indemnified Party is entitled to use counsel of its choice and the Company shall reimburse the Indemnified Party for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The Indemnified Party shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the Indemnified Party within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the Indemnified Party is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The Indemnified Party may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the Indemnified Party’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the Indemnified Party having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The obligations of this section 6.11 shall survive termination of this Agreement.

SECTION 7.12. Administrative Fees. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County’s direction, The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, “Administration Expenses” means the reasonable expenses incurred by the County in the negotiation, approval and

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implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

SECTION 7.13. Facsimile/Scanned Signature. The Parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the Parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

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IN WITNESS WHEREOF, Jasper County, South Carolina, has caused this Agreement to be executed by the Chairman of the Jasper County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the Company has each caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

JASPER COUNTY, SOUTH CAROLINA

William Rowell, Chairman of Jasper County Council

[SEAL]

Attest:

Wanda Giles, Clerk
Jasper County, South Carolina

[Signature page 1 to Special Source Revenue Credit Agreement]

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PROJECT HEAT

By: _____

Name: _____

Title: _____

[Signature page 2 to Special Source Credit Agreement]

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EXHIBIT A
PROPERTY

HSB #12124840 v2 HSB #12124840 v2

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EXHIBIT B

DESCRIPTION OF CLAWBACK

If the Company, fails to meet the Minimum Investment Requirements and/or the Minimum Jobs Requirement, ~~the Project Company shall be subject to a prospective pro-rata reduction in the Credit based on the investment made and jobs created at the Project based on the formula set forth below. a repayment of the Infrastructure Credits received to that date shall be due, such amount to be calculated as described below, and thereafter the remaining Infrastructure Credits shall be adjusted by multiplying the amount of Infrastructure Credit by the Overall Achievement Percentage.~~

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Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Minimum Investment Requirement *[may not exceed 100%]*.

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Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Minimum Jobs Requirement *[may not exceed 100%]*.

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For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$5,000,000 had been invested at the Project and 24 jobs had been created by the Certification Date, the County, may, at its discretion, reduce the Special Source Revenue Credits pursuant to the formula below. Repayment Amount would be as follows:

Jobs Achievement Percentage = 24 / 30 = 80%

Investment Achievement Percentage = \$5,000,000 / \$6,500,000 = 77%

Overall Achievement Percentage = (80% + 77%) / 2 = 78.5%

Claw Back Percentage = 100% - 78.5% = 21.5%

Prospective Special Source Revenue Credit Percentage Repayment Amount = \$100,000 x 21.5% = \$21,500 (15% (100% - 21.5%)) = 9.03%

The Company shall pay any amounts described in or calculated pursuant to this Exhibit B within 30 days of receipt of a written statement from the County. If not timely paid by the Company, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit B survives termination of this Fee Agreement. Based on the above example, the Special Source Revenue Credit would be reduced to 9.03% beginning in the year following the Certification Date. Notwithstanding the foregoing, and for the avoidance of doubt, the County may, in its sole discretion, elect to forego any reductions in the Additional Infrastructure Credits payment of the Repayment Amount or any prospective reduction in Infrastructure Credits pursuant to Section 4.01 and this Exhibit B hereof or extend the Certification Date.

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AGENDA
ITEM # 9H



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	March 16, 2026
Agenda Item:	9.H – Ordinances
Project:	Special Projects – Beaufort Jasper Housing Trust, Inc. donation of land
Request:	Public Hearing and Consideration of the 2 nd Reading of an Ordinance 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.
Action Needed:	Approval of 2 nd Reading of Ordinance
Recommendation:	Approval of 2 nd Reading

Description:

Jasper County recognizes the need for additional affordable housing throughout the County, including its municipalities and towns. Jasper County is the owner of real property having the Tax Map Number 067-00-01-010, also known as a portion of the Cherry Point Fire Station Tract, located at 2547 Argent Blvd., Hardeeville, South Carolina. Jasper County Council believes that it would be in the best interest of Jasper County citizens as well Jasper County commerce to have the subject property donated to Beaufort Jasper Housing Trust, Inc. for the purposes of providing additional affordable housing in Jasper County.

Staff Recommendation:

Approve 2nd Reading of an Ordinance to approve Jasper County Council to convey title for the subject real estate, subject to any and all applicable covenants and restrictions.

Attachment(s):

Draft Ordinance #O-2026-14
Draft Title to Real Estate
Survey Plat (Tract "B")
Vicinity Map

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

Ordinance #O-2026-14

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

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.

WHEREAS, Jasper County is the owner of real property having the Tax Map Number 067-00-01-010, also known as a portion of the Cherry Point Fire Station Tract, located at 2547 Argent Blvd., Hardeeville, South Carolina; and

WHEREAS, Jasper County recognizes the need for additional affordable housing throughout the County, including its municipalities and towns; and

WHEREAS, throughout Jasper County, a shortage of affordable housing remains a pressing issue for local businesses, residents, and governmental organizations creating difficulties in attracting and retraining well trained and highly qualified employees; and

WHEREAS, the donation of the aforementioned land owned by Jasper County would assist in alleviating the affordable housing needs within the County and would greatly benefit the general public, specifically, the citizens of Jasper County; and

WHEREAS, Beaufort Jasper Housing Trust, Inc. is a not for profit organization organized in the State of South Carolina whose mission is to create and preserve workforce and affordable housing in Beaufort and Jasper Counties; and

WHEREAS, Jasper County Council believes that it would be in the best interest of Jasper County citizens as well Jasper County commerce to have the subject property donated to Beaufort Jasper Housing Trust, Inc. for the purposes of providing additional affordable housing in Jasper County;

NOW THEREFORE, BE IT ORDAINED by the Jasper County Council duly assembled and by the authority of same and as provided by the South Carolina Legislature, as follows:

1. Jasper County Council approves the conveyance of title for the subject real estate being further described in that certain Title to Real Estate

attached hereto as "Exhibit A", subject to any and all applicable covenants and restrictions; and

2. That the conveyance is subject to that certain reverter clause contained within the deed attached hereto; and
3. That Jasper County Council authorizes its Administrator to execute any and all documents to facilitate the transfer of title for the purposes stated herein and pursuant to the terms and conditions as outlined in "Exhibit A".

W. J. Rowell, III
Chairman

Wanda Simmons-Giles
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

Burr & Forman LLP

Date

Ordinance: #O-2026-14

First Reading: February 2, 2026

Second Reading: March 16, 2026

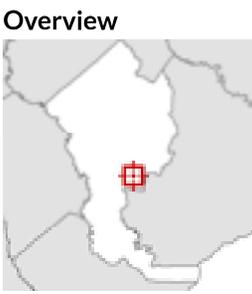
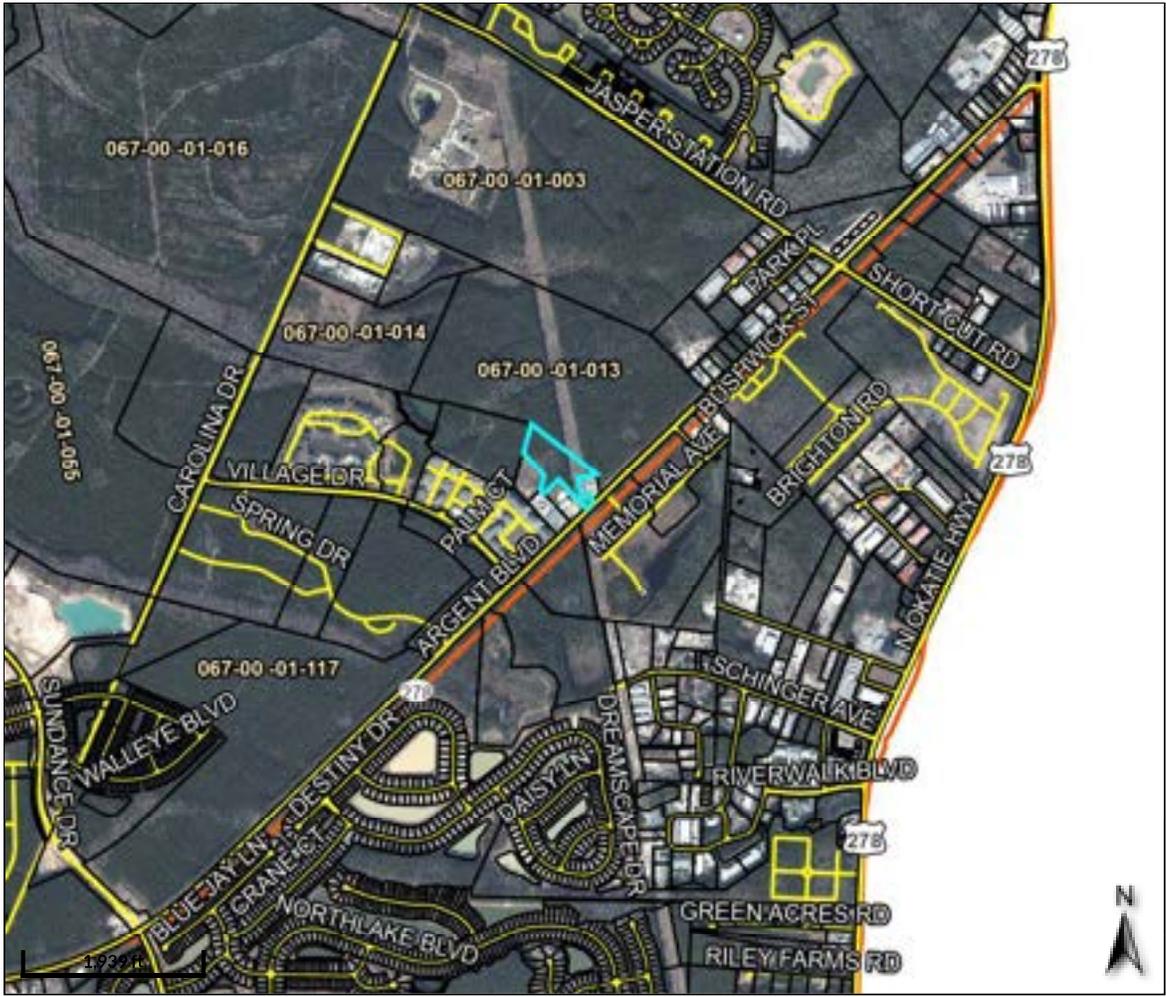
Public Hearing: March 16, 2026

Third Reading: _____

Adopted: _____

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

Title to Real Estate
"Exhibit A"



Legend
 Parcels
 Roads

Parcel ID	067-00-01-010	Alternate ID	067-00-01-010	Owner Address	JASPER COUNTY PO BOX 1149 RIDGELAND, SC 29936	Last 2 Sales Date	6/25/2008	Price	\$250000	Reason	n/a	Qual	Q
Sec/Twp/Rng	n/a	Class	County owned exempt			Date	n/a	Price	0	Reason	n/a	Qual	n/a
Property Address	2547 ARGENT BLVD	Acreage	6.05										
District	04												
Brief	n/a												
Tax Description													

(Note: Not to be used on legal documents)

Date created: 3/6/2026
 Last Data Uploaded: 3/5/2026 8:20:11 PM

Developed by **SCHNEIDER**
GEOSPATIAL

EXHIBIT "A"

ALL that piece, parcel or lot of land located in the City of Hardeeville, Jasper County, State of South Carolina containing 6.05 acres, more or less, and being shown and designated as "Tract B" on that certain plat prepared by Boyce L. Young, PLS No. 11079 with Thomas & Hutton Engineering Co. dated November 15, 2007 and having been recorded with the Jasper County Office of the Register of Deeds on July 7, 2008 in Plat Book 31 at Page 140-140. For a more complete description as to metes, courses, bounds and distances, reference may be had to said plat.

DMP: 067-00-01-010

This property is conveyed subject to any and all applicable covenants, restrictions, easements, or otherwise, being of record with the Jasper County Office of the Register of Deeds, including, but not limited to, any easements held by Beaufort-Jasper Water & Sewer Authority, Central Electric Power Cooperative, and Santee Cooper Electric as shown on that certain plat or record with the Jasper County Office of the Register of Deeds in Plat Book 31 at Page 140-140.

This property being further conveyed upon the condition and covenant that the Grantee shall use the subject property for public purposes only, including for the purposes of constructing and providing affordable housing to the citizens for which the Grantee serves.

REVERTER:

In the event that the Grantee ceases to utilize the subject property for purposes other than for the purpose for which it was donated, and the land no longer provides a benefit of the public or serves a public purpose, including providing affordable housing, then the subject property shall automatically revert to the Grantor.

This deed was prepared by the law offices of Howell, Gibson and Hughes, PA, Post Office Box 40, Beaufort, SC 29901-0040 without a current survey and without title examination or certifications.

AGENDA

ITEM # 9I



Jasper County Engineering Services Public Works Department

James M Iwanicki, P.E.
Director of Engineering Services
JIwanicki@jaspercountysc.gov

P.O. BOX 1244 • Ridgeland, South Carolina 29936
Phone (843) 726-7740 • FAX (843) 726-7743

Jasper County Council Selection of Architectural Firms to Fulfill the Indefinite Delivery Services – Architectural Required for RFQ #2026 - 01

Meeting Date:	March 16, 2026
Item Number:	9 I
Subject:	Selection of Architectural Firms to Fulfill the Indefinite Delivery Services – Architectural Required for RFQ #2026 – 01.
Recommendation:	Council approve Boomerang Design (Columbia, SC), McMillian Pazdan Smith (Charleston, SC), Weston & Sampson (North Charleston, SC) as the most qualified proposers for RFQ #2026-01 Indefinite Delivery Services – Architectural and direct the County Administrator or his designee to enter into an engagement letter with each firm. In addition, as services are needed, Council authorizes the County Administrator or his designee to select a firm and negotiate a scope of services, a contract, and fee for the individual project services for Council approval.

Description: Jasper County advertised a Request for Qualifications (RFQ) on January 15, 2026, with a due date of February 18, 2026, for Indefinite Delivery Services - Architectural. Eight firms submitted proposals. The RFQs were scored by a committee consisting of Eric Larson, Director of Development Services, Kim Burgess, Director of Administrative Services Division, and Jim Iwanicki, Engineering Services Director.

When a project is identified the County Administrator or his designee will select one of the firms to provide the services needed. A scope of services will be developed, a contract, and fee will be negotiated for the services needed for Council’s approval.

Recommendation: Based on the scoring of the RFQs, I recommend that the County Council approve the following firms Boomerang Design (Columbia, SC), McMillian Pazdan Smith (Charleston, SC), Weston & Sampson (North Charleston, SC) as the most qualified proposers and direct the County Administrator or his designee to enter into an engagement letter with each firm. In addition, as services are needed, Council authorizes the County Administrator or his designee to select a firm and negotiate a scope of services, a contract, and fee for the individual project services for Council approval.

Attachments:
Original RFQ
Scoring Matrix

RFQ #2026 -1 Indefinite Delivery Services - Architectural

Overall Scoring Ratings								
Rater	Boomerang Design	Creech & Associates	McMillan Pazdan Smith	Moseley	MRB Group	Raymond Global	SSOE Group	Weston & Sampson
1	3	4	1	5	6	8	7	2
2	1	8	2	7	5.5	4	5.5	3
3	1	3	2	4	8	7	6	5
Total Points	5	15	5	16	19.5	19	18.5	10
Overall Rank	1	4	1	5	8	7	6	3

Notes:
 Each rater scored the RFQ and developed a ranking for the proposals 1-8.

1 point for first place	2 points for second place rank
3 points for third place rank	4 points for fourth place rank.
5 points for fifth place rank	6 points for sixth place rank.
7 points for seventh place rank	8 points for eighth place rank.

Totals - Like golf, the lower the total the number the better your score/place.

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ #2026 – 01

Indefinite Delivery Services - Architectural



Advertised: January 15, 2026

RFQ Due: February 18, 2026 – 2:00PM

Jasper County, South Carolina
RFQ #2026 - 01
Indefinite Delivery Services - Architectural

I. GENERAL INFORMATION

Jasper County is soliciting responses from qualified Architecture firms (“Submitter” or “Contractor”) licensed in South Carolina to provide as needed Architecture Services and related professional services as further described herein.

THE RFQ MUST BE RECEIVED **NO LATER THAN 2:00PM ON Wednesday, February 18, 2026.**

Issue Request for Qualifications (RFQ)	January 15, 2026
Deadline for Inquires	February 11, 2026, 2:00 pm
Response to Inquiries	February 13, 2026
Deadline for Submitting Submittal	February 18, 2026, 2:00 pm

II. INSTRUCTIONS TO SUBMITTERS

1. Pre-Submittal

Any questions regarding this RFQ must be submitted in writing via email to jiwanicki@jaspercountysc.gov or through the vendor registration page located on Jasper County’s Bids and Solicitations web page, <https://www.jaspercountysc.gov/services/bids-and-solicitations/> **NO LATER** than Wednesday, February 11, 2026, by 2:00 pm.

All submitted questions will be addressed and posted on Jasper County’s Bids and Solicitations web page and the vendor registration portal on Friday, February 13, 2026.

2. Submitter Reading Location

The names of submitters will be publicly read at the Jasper County, Clementa Pinckney Government Building, County Council Chamber, Third Floor, 358 Third Avenue, Ridgeland, SC 29936 on **Wednesday, February 18, 2026, at 2:00 pm. The Submittals will not be opened, and no other information about the Submittals will be provided at that time.**

All Submitters or their representatives are invited to attend the submittal opening.

3. Submittals

Jasper County is hereby issuing this Request for Qualifications (RFQ) to firms that have the capability and interest in undertaking and performing the scope of work described in this RFQ. The RFQ is being publicly advertised in accordance with Jasper County procurement guidelines. Each firm responding to this solicitation is officially a SUBMITTER.

Jasper County, South Carolina
RFQ #2026 - 01
Indefinite Delivery Services - Architectural

Each Submitter must submit a sealed package containing original and four (4) copies of the RFQ.

In a separate sealed package, include an original and two (2) copies of the Fee Schedule.

All submissions will be logged in and date and time stamped.

Printed Submittals must be clearly labeled on the outside of the envelope with the following wording:

- a. For the RFQ:
JASPER COUNTY RFQ #2026-01 Indefinite Delivery Services -
Architectural DOCUMENTS
- b. For the Fee Schedule:
JASPER COUNTY RFQ #2026-01 Indefinite Delivery Services -
Architectural FEE SCHEDULE

All late Submittals will be rejected. Jasper County is not responsible for late submissions caused by delays in mail delivery or a delay in any other method of delivery.

Print size shall be 12 pt. font minimum on 8½ by 11 paper, double-sided, and must include all of the information required in this RFQ.

Provide a cover page that includes: Company Name, Address, Point of Contact (Email Address and Phone Number), and Date of Submission.

SUBMITTALS SHALL NOT EXCEED A TOTAL OF 50 PAGES. A PAGE IS CONSIDERED TO BE ONE SIDE OF A SHEET OF PAPER IF PRINTED. EXCEEDING THE PAGE LIMIT IS GROUNDS FOR REJECTION OF THE SUBMITTAL. The following **WILL NOT** be counted as pages:

- a. Front and/or back cover pages of your Qualifications document
- b. Table of Contents for your Qualifications document
- c. Section Dividers for your Qualifications document
- d. AFFIDAVIT OF COMPLIANCE document
- e. Fee Schedule/Submittal - Submitted Separately from the Qualifications

If you have any questions on the above page limit information email iiwanicki@jaspercountysc.gov.

Jasper County, South Carolina
RFQ #2026 - 01
Indefinite Delivery Services - Architectural

4. Proposed Procurement Timeline

Release date for RFQ	January 15, 2026
Final Date and time to Receive Written Questions	February 11, 2026, 2:00 pm
Addenda to Answer Questions	February 13, 2026
RFQ Closing Date	February 18, 2026, 2:00 pm
Completion of Selection Committee Review and Recommendation	March 6, 2026
Jasper County Council	March 16, 2026

5. Sealed and Marked

If sent by mail or hand-delivered, original signed Submittals shall be submitted in a sealed package, clearly marked on the outside of the package with **RFQ #2026 – 1 Indefinite Delivery Services - Architectural** and addressed to:

Kimberly Burgess, Procurement Officer
Director, Administrative Services Division Jasper County
358 Third Avenue, Suite 304
P.O. Box 1149
Ridgeland, SC 29936

It is the submitter's sole responsibility to deliver the Submittal to the Jasper County Government Building reception desk for receipt on or before February 18, 2026, 2:00 pm.

If a submittal is delivered by U.S. Mail, the Submitter shall be responsible for its timely delivery to the Jasper County Government Building. Submittals delayed by mail shall not be considered and shall be rejected.

Submittals submitted via email will not be accepted.

All submissions will be logged in and date and time stamped. **Any Submittals received after the date and time specified will be logged and date and time stamped as "late" and will remain unopened.**

Jasper County, South Carolina
RFQ #2026 - 01
Indefinite Delivery Services - Architectural

6. Legal Name and Signature

Submittals shall clearly indicate the legal name, address, and telephone number of the Submitter. Submittals shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to submit Submittals on behalf of the Submitter. Failure to properly sign the Submittals form shall invalidate the Submittals and it shall not be considered for award.

7. Clarification and Addenda

Each Submitter shall examine REQUEST FOR QUALIFICATIONS documents. The Administrative Services Division, Procurement Officer shall not be responsible for interpretations or clarifications of Project Scope.

All inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Project Scope shall be made in writing or through email to:

Jim Iwanicki, Engineering Services Director
Jasper County
623 Live Oak Drive
P.O. Box 1244
Ridgeland, SC 29936
jiwanicki@jaspercountysc.gov

Any inquiries or suggestions, concerning clarification of the REQUEST FOR QUALIFICATIONS (excluding Project Scope) shall be made through the Procurement Officer in writing or through email to:

Kimberly Burgess, Procurement Officer
Director, Administrative Services Jasper County
358 Third Avenue, Suite 304
P.O. Box 1149
Ridgeland, SC 29936
kburgess@jaspercountysc.gov

8. Responsive and Responsible Submittals

To be responsive, the Submittal shall conform in all material respects to the requirements set forth in the REQUEST FOR QUALIFICATIONS. To be responsible, the Submittal shall perform fully the requirements, experience, reliability, capacity, and equipment that will ensure good faith performance.

Jasper County, South Carolina
RFQ #2026 - 01
Indefinite Delivery Services - Architectural

9. Reserved Rights

Jasper County reserves the right to make such investigations as it deems necessary to make the determination of the Submitter's responsiveness and responsibility.

10. Applicable Law

All applicable laws and regulations of the United States of America, the State of South Carolina, and Jasper County will apply to any resulting agreement, contract, or purchase.

11. Right to Protest

Appeals and remedies are provided for in the Jasper County Purchasing and Contracting Ordinance, Article V, Jasper County Code of Ordinances.

12. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a Submittal shall be on forms either supplied by or approved by the Jasper County Procurement Officer.

13. Forms, Alternates, Variances

Submittals must be submitted on the attached REQUEST FOR QUALIFICATIONS forms, although additional information may be attached. The Submitters must indicate any variance from the requested scope of services and/or terms and conditions, on the RFQ Affidavit of Compliance. Otherwise, Submitters must fully comply with the requested Scope of Services, terms and conditions. Alternate Submittals may or may not be considered at the sole discretion of Jasper County.

14. Submittal Prices

Provide an Hourly Rate Schedule for each billable title within the firm, mark-up costs for subconsultants, vendors, and suppliers, etc., and a schedule of reimbursable costs and rates. Each item must be proposed separately, and no attempt is to be made to tie any item(s) in with any other item or items.

15. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this REQUEST FOR QUALIFICATIONS are to be new and of suitable grade for the purpose intended.

Jasper County, South Carolina
RFQ #2026 - 01
Indefinite Delivery Services - Architectural

16. Deviations to Scope of Work and Requirements

Any deviation from the scope of work as written and accepted by the County may be grounds for termination of the Contract.

17. Quality

If any work product delivered does not meet applicable scope of work, or if the work product does not meet industry standard performance and professionalism, the Contractor shall redo the work at no expense to Jasper County. Contractor shall refund to the County any money which has been paid to the Contractor for any work not redone to meet industry standards and professionalism. The Contractor shall be responsible for attorney fees in the event the Contractor defaults and court action is required.

The County reserves the right to reject any or all materials/equipment if, in its judgement, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

18. Regulations

It shall be the responsibility of the Consultant to ensure compliance with Federal, State of South Carolina, and County laws, rules, regulations, or other requirements, as may apply.

19. Termination of Award

Failure of the Submitter to satisfy the requirements of Jasper County shall be reason for termination of the award. Any Submittal may be rejected in whole or in part for good cause when in the best interest of the County.

20. Royalties and Patents

The successful Submitter shall pay all royalties and license fees for equipment or process in conjunction with the equipment being furnished. Submitter shall defend all suits or claims for infringement of any patent right and shall hold the County harmless from loss on account or cost and attorney's fees incurred.

Jasper County, South Carolina
RFQ #2026 - 01
Indefinite Delivery Services - Architectural

21. Inspection and Acceptance

No item(s) received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect the item(s). Any item(s) discovered defective, or which do not conform to any warranty of the seller upon inspection may be returned at the seller's expense for full credit or replacement.

If later, defects are discovered which were not ascertainable upon the initial inspection, the item(s) may also be returned at the Seller's expense for full credit or replacement. The County's return of defective items shall not exclude any other legal, equitable or contractual remedies the County may have.

III. GENERAL TERMS AND CONDITIONS

1. Exceptions to Specification

Submitters taking exception to any part or section of the specifications shall indicate such exceptions on the Affidavit of Compliance Form and continuation page(s), if necessary. Failure to indicate exceptions shall be interpreted as the Submitter's intent to fully comply with the specifications as written.

2. Evaluation of Submittals

Any Purchase Order or Purchase Sales Agreement resulting from this REQUEST FOR QUALIFICATIONS shall be awarded to the Submitter providing the best Submittal as determined by Jasper County, South Carolina.

AWARD WILL NOT BE MADE ON THE BASIS OF PRICE. MORE THAN ONE FIRM MY BE SELECTED.

Responses will be evaluated using the following criteria:

- A. **Key Personnel (20%)** - Each firm will be evaluated in terms of the experience and qualifications of the key personnel that will be assigned to contracts.
- B. **Experience and Unique Qualifications (20%)** - Each firm will be evaluated in terms of the firm's experience and unique qualifications.
- C. **Projects and Past Performance (30%)** - Each firm will be evaluated on familiarity with municipal projects. The firm's past performance will be evaluated in terms of meeting project schedules and the ability to meet design and construction budgets.
- D. **References (20%)** - Each firm shall be evaluated on the references provided.
- E. **Submittal Quality (10%)** - Each firm will be evaluated on how the RFQ was put together and the readability of the document.

Jasper County, South Carolina
RFQ #2026 - 01
Indefinite Delivery Services - Architectural

After initial scoring of the above criteria, the County reserves the right to select a short list of finalists for a presentation/interview. Results of the interview process shall factor into the final scoring for contract award.

3. Award

Each factor of the evaluation will be considered relative to obtaining the most effective firm(s) consistent with the needs of the County.

4. Product Liability Insurance

The successful Submittal will supply proof of professional liability insurance and workers' compensation.

IV. SCOPE OF SERVICES

1. Project Purpose

Jasper County is seeking as needed Architectural Services for municipal projects.

2. Scope of Work

The following is a list of some of the representative services that may be needed:

- Site master planning
- Project scoping
 - Space study
 - Schematic design
 - Preliminary cost estimates
 - Preliminary time schedule
 - Conceptual renderings
- Site plan design
- Surveying
- Building design
- Construction documents
- Bidding
 - Contractor selection
 - Pre-Bid conferences
 - Bid evaluations
 - Addendum
- Construction administration
 - Submittal review and approval
 - Construction document interpretation
 - Perform all inspections for all phases including required opening inspection by any public agency authorities.

Jasper County, South Carolina
RFQ #2026 - 01
Indefinite Delivery Services - Architectural

- Provide and direct material and systems testing
- Change order preparation
- Attend progress meetings
- Review contractor's pay requests and recommend payment to the County accordingly.
- Project closeout
- Post construction
 - Assist in training personnel to operate and maintain the facility.
 - Final record documents using contractor-prepared as-built drawings in a PDF format.
 - Startup.
- Selection of fixtures, equipment and signage
- Permitting

V. SUBMITTAL REQUIREMENTS AND FORMATTING

Submitters are REQUIRED to submit all requested information and/or documentation outlined in this section of the solicitation. Any Submitter failing to do so may have their response rejected as being non-responsive and making them ineligible for contract award. Submitters shall submit their responses in a format and sequence that follows the section numbering and layout provided in this solicitation to assist the County in its evaluation of responses.

Submitters shall submit written qualifications which clearly demonstrate their ability to provide quality services in an effective manner.

The County desires a firm with a history of meeting or exceeding client expectations, providing effective communication between the client and the firm, a record of meeting schedules and deadlines, permitting requirements, a reputation as an effective steward of natural resources and the environment, prudent contract administration and project accounting, and a quality presentation of project deliverables.

Submittals shall include the following information, and should be arranged in labeled sections as follows:

Section A: Qualifications

1. Project Team Organizational Chart:

Provide an organizational chart identifying team members who might be assigned to this contract (including sub-consultants). The organizational chart must include the name, role/position, and office location of each team member

Jasper County, South Carolina
RFQ #2026 - 01
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and subconsultant. A project team member may be responsible for more than one area.

2. Professional Resumes: Provide professional resumes of key project personnel proposed for this contract and detailed background information including:
 - Education;
 - Professional registrations and certifications, applicable to South Carolina;
 - Experience;
 - Years with firm;
 - Office location;
 - Specific role and responsibilities on past projects of this type;
 - Hourly billing rates (in a separate sealed envelope).
3. Workload: Provide a summary of current workload and workload projections. Also provide a description of available backup personnel, resources and their location if available to work on these services.
4. Primary Point of Contact: Identify the Firm's Primary Point of Contact.
5. Organization of sub-consultants and personnel: Provide the name of any firm(s) and their personnel that will be providing sub-consulting services to your firm. Also include the services they will provide, their office location, and a contact name and phone number.

Section B: Experience and Unique Qualifications

1. Range of Services: Provide a description of the full range of services the Firm provides. Provide the number of years in business and the location of the main office that will service the County's account including the location of any sub-consultants.
2. Capabilities: Discuss the firm's unique qualifications, capabilities and methodologies that will be used for the Architecture Services. What sets the Submitters apart from others in the industry.
3. Unique Qualifications: Provide a description of any unique qualifications or services that set your firm apart from others.

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Section C: Projects and Past Performance

1. Prior Experience: Provide a complete list of the firm's experience of other indefinite delivery services over the last 5 years.
2. Previous Municipal Projects: Provide a complete list with detailed descriptions including dollar value and project time frames of the firm's experience on local governmental architecture services over the past 5 years. Specify the type of work performed, the Firm's Project Manager and personnel that worked on the referenced projects including their role. Include project photos, budget and schedule. Identify if the project was completed on time and on budget from both a design and construction standpoint.
3. List of litigation history of the firm and all subconsultants for the past 5 years.

Section D: References

1. Project References: Provide at least three (3) municipal references from Item C.2 above. Provide Name, current employer, past employer if relevant, current phone number and current email address.

Section E: Forms and Information

AFFIDAVIT OF COMPLIANCE must be submitted.

Section F: Costs (Submitted as a Separate Document)

THIS SHALL BE SUBMITTED AS A SEPARATE DOCUMENT AND NOT INCLUDED WITH THE OTHER MATERIAL REQUESTED. Hourly rates will not be used in the evaluation of submittals but instead will form the basis for contract negotiations with the selected firm.

1. The Submitter shall submit a Billable Costs Document for their firm and all other firms listed in the RFQ. At a minimum the document shall have the following:
 - a. An Hourly Rate Schedule for each billable title within the firm.
 - b. Mark Up Costs for subconsultants, vendors, and suppliers, etc.
 - c. A schedule of reimbursable costs and rates. (i.e. travel, copies, mailing, etc.)

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2. Once an initial hourly rate schedule is agreed upon, rates shall remain fixed for the first year of the resulting contract.

After the first year, the Contractor may request one (1) annual adjustment to the hourly rates to be effective on each anniversary of the contract, but such increase shall not exceed the most recently published Consumer Price Index for All Urban Consumers (CPI-U), before seasonal adjustment as of sixty (60) days prior to the contract anniversary date. Any rate increase shall require a written contract amendment signed by both parties to become effective.

If the Contractor's request for an increase is made after the applicable contract anniversary date, such increase shall not be retroactive to the anniversary date and instead shall be effective as of the date of the signed contract amendment. Mark up cost and reimbursable cost once established shall not be changed for the life of the contract.

VI. CONTRACT AWARD

Contract award, as well as contract continuation of the contract in subsequent fiscal periods, is subject to availability of County funds. In the event that contract negotiations with the highest rated Submitter are unsuccessful, the County reserves the right to begin contract negotiations with next highest rated Submitter.

If a contract is awarded as result of this solicitation, such award(s) shall be made to the most qualified respondent(s).

VII. STANDARD CONTRACT TERMS AND CONDITIONS

Submitter acknowledges that a contract will need to be executed with terms and conditions acceptable to the County and the Submitter.

The Submitter agrees that terms and conditions provided in this RFQ, and in their response to the RFQ either in their entirety or relevant portions thereof, should be included and become part of any resulting contract.

Please note that if the County determines that key team members identified in this RFQ are no longer available and/or not being used on this project the County reserves the right to terminate the contract.

The anticipated term of the resulting contract shall be five (5) years.

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AFFIDAVIT OF COMPLIANCE (continued)

Telephone Number _____

Email _____

Federal Tax ID No. _____

DBE Vendor (Yes/No)

Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

Date _____

ADDENDA

Submitter acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

RETURN THIS PAGE

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STATEMENT OF “NO SUBMITTAL”

Return this page only if your company provides the products/services being requested and DECLINES to do so.

We, the undersigned, have declined to respond to the above REQUEST FOR QUALIFICATIONS for Program Manager - Sales Tax Program for the following reasons:

- _____ Specifications too “Narrow”, geared to one brand or manufacturer (Please explain below).
- _____ Insufficient Time to Respond to REQUEST FOR QUALIFICATIONS
- _____ Unable to Meet Specifications
- _____ Specifications Unclear (Please explain below)
- _____ Other (Please explain below)

Remarks

Company Name _____

Address _____

Name and Title _____

Date _____

Signature _____

Telephone Number _____

Email Address _____

AGENDA

ITEM # 9J



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	March 16, 2026
Project:	Development Agreement between Jasper Telfair One, LLC and Jasper County
Submitted For:	2 nd Reading

Description: This is an Ordinance for consideration to enter into a Development Agreement between Jasper Telfair One, LLC and Jasper County. 1st Reading of this Ordinance was approved October 21, 2024, and Public Hearings were held on November 4, 2024 and November 18, 2024. Additionally, a workshop was held on November 18, 2024. The applicant, Jasper Telfair One, LLC, proposes to develop a property at the intersection of Highway 17 and Highway 315, consisting of 340,000 square feet of warehouse space.

At the workshop, County Council requested that the traffic impact study be updated, which the applicant has completed. The study shows that 1,322 new daily vehicle trips are anticipated to be generated with 180 new trips occurring during the AM peak hour (139 inbound and 41 outbound) and 179 new trips occurring during the PM peak hour (42 inbound and 137 outbound). The traffic impact study was based on the development being used equally for warehousing and industrial park uses. More about the recommended mitigation and traffic improvements are discussed in the staff report for the Jasper Telfair PDD.

Analysis: The Development Agreement is intended to outline how the property will be built. While it locks in zoning standards and density for the developer, it provides a timeline for Jasper County, which is projected that the development will be completed over a 5 year period. The term of the Development Agreement is for 5 years. The agreement ensures that the applicant or developer will be responsible for building the required infrastructure, including any traffic mitigation and roadway improvements as recommended in the traffic impact study. The agreement also requires the developer to pay fees for offsite and nearby roads in the amount of \$660.00 per 1,000 sq. ft. of development and \$500.00 per 1,000 sq. ft. of development for fire/public safety.

Attachments:

1. Ordinance
2. Development Agreement with Exhibits

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #0-2026-08

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

APPROVING A DEVELOPMENT AGREEMENT FOR THE JASPER TELFAIR TRACT PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND ARTICLE IV, TITLE 20 OF THE CODE OF ORDINANCES OF JASPER COUNTY, AND AUTHORIZING THE CHAIRMAN OF JASPER COUNTY COUNCIL TO EXECUTE SAID DEVELOPMENT AGREEMENT

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the "Act"), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Jasper County Council ("Council"), the governing body of Jasper County, South Carolina (the "County" has adopted Article IV, Title 20 of the Code of Ordinances of Jasper County governing Jasper County's participation in development agreements (the "Ordinance"); and

WHEREAS, Jasper Telfair One, LLC is the owner of certain lands suitable for development with Jasper County Tax Map Parcel Numbers 037-00-02-018, 037-00-02-014, and 037-00-02-017, as more fully identified in the Development Agreement attached as Exhibit A (the "Development Agreement"); and

WHEREAS, pursuant to the Act and the Ordinance, the County is authorized to enter into binding development agreements with entities having legal or equitable interest in real property; and

WHEREAS, the County and the Owner have now concluded their negotiations with respect to the terms for a development agreement for the real property subject to the Development Agreement; and

WHEREAS, the County, acting through the terms of this Ordinance, has determined to accept the terms and conditions of the Development Agreement by and between the County and Jasper Telfair One, LLC; and

WHEREAS, the County has provided for and held the statutorily required public hearings, finds that the development agreement is consistent with the Comprehensive Plan for Jasper County, as amended, and that approval of the development agreement would be in the best interests of the County.

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

1. The Development Agreement, in substantially the form attached hereto as Exhibit A, with such minor or grammatical changes as the Chairman of Jasper County Council shall approve upon the advice of the County Attorney and County Administrator, his execution of a definitive Development Agreement to be conclusive evidence of such approval, is hereby approved.
2. The Development Agreement, in substantially the same form attached hereto as Exhibit A, shall be executed by the Council Chairman and delivered on behalf of the County by the County Administrator, and the Clerk to Council is authorized to attest the signature of the Chairman of the Jasper County Council. The consummation of the transactions and undertakings described in the Development Agreement, and such additional transactions and undertakings as may be determined necessary by the County Administrator to be necessary to fully implement the Development Agreement are hereby approved.

3. 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.
4. This ordinance shall take effect upon approval by Council.

JASPER COUNTY COUNCIL

By: _____
W. J. Rowell, III
Chairman

ATTEST:

Wanda Simmons, Clerk to Council

First Reading: 10.21.2024
Public Hearing: 11.04.2024
Second Public Hearing: 11.18.2024
Second Reading: March 16, 2026
Enacted: _____

It is required that the Development Agreement be attached as Exhibit A prior to Second Reading.

Reviewed for form and draftsmanship by the Jasper County Attorney:

Jasper County Attorney

Date

EXHIBIT A
Jasper Telfair One, LLC
Development Agreement
Jasper Telfair Tract

Prepared by and return to
Burr & Forman LLP (SFR)
1 Carecore Drive, Suite 202
Bluffton, SC 29910
(843) 785-2171

STATE OF SOUTH CAROLINA) DEVELOPMENT AGREEMENT
)
COUNTY OF JASPER))

This Development Agreement (“Agreement”) is made and entered the latter date of execution below, by and among **Jasper Telfair One, LLC**, a Texas limited liability company, (“Owner”) and the governmental authority of **Jasper County, South Carolina** (“County”).

WHEREAS, the legislature of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act,” (the “Act”) as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

WHEREAS, the Act recognizes that “The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.” [Section 6-31-10 (B)(1)]; and,

WHEREAS, the Act also states: “Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State.” [Section 6-31-10 (B)(6)]; and,

WHEREAS, the Act further authorizes local governments, including County governments, to enter Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, Owner owns and proposed to develop the Property (defined below) and,

WHEREAS, the County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

WHEREAS, the County finds that the program of development proposed by Owner or a Developer for this Property is consistent with the County’s comprehensive land use plan; and will further the health, safety, welfare and economic well-being of the County and its residents; and,

WHEREAS, the program for development of the Property presents an unprecedented opportunity for the County to secure quality planning and growth to protect the environment and strengthen and revitalized the tax base; and,

WHEREAS, this Development Agreement is being made and entered by and between Owner and the County, under the terms of the Act, for the purpose of providing assurances to Owner and future Developers that development plans for the Property may proceed under the terms hereof, as hereinafter defined, consistent with the Zoning Regulations (as hereinafter defined) without encountering future changes in law which would materially affect the ability to develop the Property, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the County, and for the purpose of providing certain funding and funding sources to assist the County in meeting the service and infrastructure needs associated with the development authorized hereunder;

WHEREAS, the County conducted three readings regarding its consideration of this Agreement on October 21, 2024, March 16, 2026, and April ____, 2026 with public hearings on November 4, 2024 and November 18, 2024, after publishing and announcing notice in accordance with the Act;

WHEREAS, County Council adopted Ordinance Number 0-2026-08 on April ____, 2026, (a) determining that this Agreement is consistent with the County Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and Owner by entering into this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

1. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth in Section 6-31-10(B) of the Act.

2. DEFINITIONS.

As used herein, the following terms mean:

“Act” means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

“Adjacent Land” shall mean any real property adjacent to the Property.

“Agreement” shall mean this Development Agreement as amended by the County and Owner or Developer, as applicable, in writing from time to time.

“Association” shall mean one (1) or more property owners’ associations that may be established to maintain portions of the Property if such is ever formed which is not expected if the Property is not subdivided.

“BJWSA” shall mean Beaufort/Jasper Water and Sewer Authority, its successors or assigns.

“County” shall mean Jasper County, South Carolina.

“Developer” means Owner or a successor in title or lessees of the Owner who undertake Development of the Property who are transferred all or portions of the Development Rights in writing from the Owner or a successor or assign.

“Development” means the development of portions of the Property and construction of improvements thereon as contemplated in the Zoning Regulations.

“Development Fees” shall have the meaning set forth in Section 11.A.

“Development Rights” means all rights provided to the Owner or a Developer to undertake Development of the Property in accordance with the Zoning Regulations and this Development Agreement.

“Owner” means Jasper Telfair One, LLC, its successors and any assignee, whereby such interest is assigned in whole or in part in writing.

“PDD Standards” or “Planned Development District Standards” means the Planned Development District Standards approved by the County contemporaneously herewith, and attached hereto as Exhibit C and incorporated herein by reference.

“Project” means the Development that will occur on the Property.

“Property” means that certain tract of land described on Exhibit A, as may be amended with the Agreement of the County and Owner.

“Term” means the duration of this Agreement as set forth in Section 3 hereof.

“Zoning Regulations” means (a) PDD Standards adopted to establish a planned development district for the Property, and all the attachments thereto, including but not being limited to the Concept Plan, all narratives, applications, and site development standards thereof, all as same may be hereafter amended by mutual agreement of the County and the Owner, or its successors or assigns, as applicable; (b) this Development Agreement; and (c) the County Zoning Ordinance and Land Development Regulations being codified with Municode[®] and current on Municode[®] through Supplement No. 3 as of June 21, 2021 as amended through the date of this Agreement except as the provisions thereof may be clarified or modified by the terms of this Agreement. In the event of conflicts, the terms of the Development Agreement shall take precedence, followed by the PDD Standards, and then the County Zoning Ordinance and Land Development Regulations.

3. **TERM.**

The term of this Agreement shall commence on the date this Agreement is executed by the County and Owner and terminate five (5) years thereafter; provided however, that the terms of this Agreement may be considered by the County, in its discretion, for an extension of the Term in accordance with §6-31-60 of the Act absent a material breach of any terms of this Agreement by the Owner or any Developer during the initial term, or any subsequent extension.

4. **DEVELOPMENT OF THE PROPERTY.**

The Property shall be developed in accordance with the Zoning Regulations and this Agreement. All costs charged by or to the County for reviews required by the Jasper County Zoning Ordinance shall be paid by the Owner or a Developer or other party applying for such review as generally charged throughout the County for plan review. The County shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement.

5. **CHANGES TO ZONING REGULATIONS.**

The Zoning Regulations relating to the Property subject to this Agreement shall not be amended or modified during the Term, without the express written consent of the Owner, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which Owner shall have the right to challenge. Owner does, for itself and its successors and assigns, including Developers and notwithstanding the Zoning Regulations, agrees to be bound by the following:

A. The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage and associated square footage of structure, as applicable, subject to the transfer. Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to provide the County an acknowledgment of this Agreement and a commitment to be bound by it.

B. The Owners and Developers, and their respective heirs, successors and assigns agree that all Development, with the exception of irrigation, incidental maintenance facilities, earthwork and similar amenities which exist from time to time, and facilities existing at the date of this Agreement will be served by potable water and sewer prior to occupancy, except as otherwise provided herein for temporary use, temporary being defined as one year or less. Septic tanks and/or wells may be allowed with the permission of BJWSA where there is a specific finding that such use for specific portions of the Property will comply with the overall environmental standards.

6. **DEVELOPMENT SCHEDULE.**

The Property shall be developed in accordance with the development schedule, attached as **Exhibit B**, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In

such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner / Developers in the future shall not be considered a material amendment or breach of the Agreement.

7. DENSITY.

Uses and density on the Property shall be the densities and uses as set forth in this Agreement, and as set forth below:

Up to a maximum of 340,000 square feet of general commercial uses as set forth in the PDD Standards. As long as the total square footage of allowed uses does not exceed 340,000 square feet, the Owner or Developer shall be allowed to alter location and product mix among all allowed uses under the Zoning Regulations, based upon ongoing project planning and market conditions. Any such changes to exact location, building size, or product mix shall not be considered a material amendment hereto, so long as the total allowed density is not exceeded. Such minor changes will be approved at the staff review level.

8. RESTRICTED ACCESS.

The Owner and/or each Developer shall have the right (but not the obligation) to restrict access within or into and out of the Property as long as such limited access does not adversely affect in any material respect adjacent traffic patterns located on public rights-of-way.

9. EFFECT OF FUTURE LAWS.

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future with the approval of the Owner or Developer, as applicable, pursuant to the terms hereof, and of this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the County ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall not apply to the Property unless the procedures and provisions of §6-31-80 (B) of the Act are followed, which Owner or Developer shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental quality standards of general application.

10. INFRASTRUCTURE AND SERVICES.

The County and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other

necessary services will be provided by other governmental or quasi-governmental entities, and not by the County. For clarification, the parties make specific note of and acknowledge the following:

A. Private Roads. All roads within the Property shall be constructed by the Owner, Developer or other parties and maintained by such party(ies) and/or Association(s), or dedicated for maintenance to other appropriate entities. The County will not be responsible for the construction of any private roads within the Property unless the County specifically agrees to do so in the future.

B. Public Roads. All public roads outside the Property that serve the Property are under the jurisdiction of the State of South Carolina or other governmental entities regarding access, construction, improvements, and maintenance. Owner and Developer acknowledges that it must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation or its successor regarding access and use of such public roads. Owner or a successor Developer shall be responsible for the provision of funds for the construction of improvements to Highway 17 and Highway 315 in addition to property access improvements, all as required by SCDOT or Jasper County, as applicable, in conjunction with County approved traffic mitigation plans. Upon completion of construction of any such improvements within the SCDOT right of way, and acceptance by SCDOT, the SCDOT shall maintain all roadway improvements within the public road right of way. Further provisions regarding traffic management and mitigation are contained in Section 10.N below.

C. Potable Water. Potable water will be supplied to the Property by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property unless the County elects to provide such services with the agreement of the applicable utility authority then providing such service to the Property. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between Owner or Developer and the service provider.

D. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, unless the County elects to provide such service with the agreement of the applicable utility authority then providing such service to the Property. Nothing herein shall be construed as precluding the County from providing sewer services to its residents in accordance with applicable provisions of law. Owner or Developer will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider as provided in any utility agreement between Owner or Developer and the service provider.

E. Use of Effluent. Owner and Developer agree that treated effluent will be disposed of only in such manner as may be approved by DHEC and the BJWSA. The County will use good faith efforts to cooperate with Owner or Developer to support Owner or Developer in obtaining gray water in connection with providing irrigation water for the landscaped areas within the Property, if such is economically feasible. The Owner or Developer or its designee shall have

the right to operate an irrigation system to provide irrigation services in connection with all or any portion of the Property, provided such is approved by DHEC or other applicable regulatory authority.

F. Police Services. County shall provide law enforcement protection services to the Property on the same basis as is provided to other similarly situated businesses in the County.

G. Fire Services. County shall provide fire protection services to the Property on the same basis as is provided to other similarly businesses in the County. It is further acknowledged the nature of the development of the Project may require additional equipment (generically, "Heavy Rescue Equipment"). Provision of funds towards that acquisition are contained hereinbelow in Section 11.B. Owner and Developer acknowledge the jurisdiction of the County's fire department on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community.

H. Sanitation Services. County shall provide sanitation services and trash collection services to all properties within the Property on the same basis as provided to other similarly situated businesses within the County.

I. Recreation Services. County shall provide recreation services to the Property on the same basis as provided to other similarly situated businesses in the County.

J. Library Services. Such services are available on the same basis as provided to all other citizens of the County.

K. Emergency Medical Services (EMS). Such services shall be provided to the Property on the same basis as provided to all other citizens of the County.

L. Drainage System. All stormwater runoff, treatment and drainage system improvements within the Property will be designed and operated in accordance with the Zoning Regulations and Best Management Practices then current. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by Owner, Developer, or the Association, as applicable. The County will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property.

M. Storm Water Quality. Protection of the quality in nearby waters and wetlands is a primary goal of the County. Owner and Developer shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water. County shall be provided with contemporaneous copies of all submissions to federal and state permitting authorities regarding storm water permitting and storm water pollution prevention plans. Additional provisions regarding storm water management are included in the PDD Standards.

N. Traffic Management/Mitigation. A traffic impact study was completed on March 16, 2023 and revised November 18, 2025 for the Property and a copy provided to the County. Traffic lighting and associated roadway improvements recommended in the traffic impact

study to avoid an unacceptable degradation of intersection functioning due to the development of the Property will be permitted and constructed at Owner or a subsequent Developer's expense. If any such traffic improvements are required by the traffic study for development of the Property, Owner or a subsequent Developer shall engage, or cause to be engaged, appropriate professionals to design, permit and construct such improvements, said construction to be completed following approval and issuance of applicable permits by the SCDOT.

11. DEVELOPMENT FEES.

A. To assist the County in meeting expenses resulting from ongoing development, Owner or Developer shall pay development fees for, Fire/Public Safety and Roads ("Development Fees") as follows, as set forth below:

DEVELOPMENT FEES	AMOUNT
Non-Residential per 1,000 sf	\$660 Roads and Traffic Mitigation Facilities
	\$500 Fire/Public Safety

B. All Development Fees shall be collected at the time of obtaining a building permit. Roads and Traffic Mitigation Facilities Development Fees shall be placed in a separate interest bearing account and all such monies shall be utilized, unless otherwise agreed by the County and Owner or Developer, to reimburse Owner or Developer, as applicable, for the construction of external roadways and near-site traffic mitigation measures, including landscaping and lighting (which shall be paid by County to Owner or Developer, as applicable, within thirty (30) days after substantial completion of each road/traffic mitigation segment out of the first funds in the Road and Traffic Fund, as collected and available). The Fire/Public Safety Fee is to be used for capital expenditures to provide Heavy Rescue capabilities if necessary due to the industrial/commercial nature of the Project, as well as other usual capital expenditures associated with the demands for enhanced services.

C. Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). The Property shall be exempt from any requirement to pay County Impact Fees under any ordinance subsequently passed and enacted by the County, for the first three (3) years of the Term of this Agreement as it may be extended by mutual agreement between the Owner and County. In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Development Fees paid under Section 11.A and B shall be credited against the Impact Fees to the extent the Development fees are for items included in the capital program incorporated in the formulation of the Impact Fees. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspection (no other capital improvement related impact, development or other extractions).

D. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, Developer, their successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the County, provided however, if an entity other than the County is permitted by County to impose fees or obligations similar in nature to those contemplated by this Agreement, Owner or Developer, as applicable, shall be entitled to either an offset against the Development Fees of this Agreement the amount of such fees or obligations which are collected or a credit against the other fees allowed to be collected. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property and that County shall not permit any other governmental authority to impose fees or obligations of a similar nature to that which are contemplated by this Agreement without providing for a credit against the other fees for the fees due under this Agreement; provided, however, the provisions of this paragraph shall not preclude the County or another governmental authority from imposing a fee of a nature which is for services or improvements other than those contemplated under this Agreement - (i.e., roads, fire/public safety), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.

E. The fees set forth above in Section 11.A and B are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee or development obligation shall be imposed in connection with the Property, except as may be allowed pursuant to Section 11.C and D and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Fire/Public Safety and Road/Traffic Mitigation Development Fees are subject to an annual inflation factor equal to inflation factor as provided by the State of South Carolina to each local government for the calculation of tax millage increases.

F. Any Development Fees paid and/or credits for Development Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by the Owner and/or Developer owning such credits and all such credits shall remain valid until utilized. The Owner and/or Developer shall provide written notice of intent to transfer such credits to the County and shall obtain an acknowledgement from the County prior to any such transfer. The County shall recognize all such written assignments of such rights and shall credit same against any Development Fees which are owned pursuant to this Agreement.

G. Owner agrees to pay the reasonable costs and expenses of the County's consultants and professionals incurred in negotiating, processing and evaluating this Agreement. County will provide sufficient documentation of these charges. Owner shall pay such fees within 60 days of the delivery of the County's invoice(s).

12. PERMITTING PROCEDURES.

A. The County agrees that the Owner and/or any Developer is not required to phase development but shall have the right to do so.

B. The County agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with County Regulations as modified by the Zoning Regulations. Plans will be processed in accordance with the Zoning Regulations, the then current subdivision plat and development plan procedural requirements and fee schedules. Developer may submit these items for concurrent review with the County and other governmental authorities. County may give final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

C. Signage for the Project is governed by the Zoning Regulations.

D. The County acknowledges that the Owner and/or Developer has the initial right of architectural review regarding improvements and building upon the Property, subject to normal review by the County Planning staff. It is the intent of this Agreement to avoid long unarticulated facades visible from the adjacent Highway 17 and Highway 315.

E. The County agrees that the Property is approved and fully vested for intensity, density, development fees, uses and height, and shall not have any obligations for on or off site transportation or other facilities or improvements other than as provided in this Agreement, but must adhere to then current Master Plan, subdivision plat and development plan procedural guidelines. The County may not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner and Developer shall have the right to challenge.

F. Private or public roadways may utilize swale drainage systems and are not required to have raised curb and gutter systems, except where necessary to adequately control stormwater runoff or to accommodate pedestrian or multi-use sidewalks or pathways. Raised curb and gutter systems are not required for the sole purpose of aesthetic appeal. Public road improvements are subject to the drainage requirements of the public agency having jurisdiction and/or ownership. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet BMP standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of proposed construction of such roadway based upon engineering and planning standards consistent with the Master Plan prepared by Developer subject to the approval of the County Planning Administrator.

G. All plan review fees shall be consistent with the fees charged generally in the County and in effect at that time.

13. DEVELOPER ENTITLEMENTS.

County acknowledges that the Property is vested with the following items:

A. The County will, to the extent available, promote public transportation which exists within the County to service the Property.

B. All drainage systems constructed within the Project shall be owned and maintained by Owner, Developer or one (1) or more Association(s) which may be established for

various portions of the Property, and the County shall have no responsibility for the construction, operation or maintenance of such systems. Such systems shall be constructed in compliance with any applicable federal, state, or local requirement utilizing then current Best Management Practices.

C. On-site burning may be permitted within the Property upon obtaining applicable permits

D. The County agrees to cooperate with the Owner and each Developer with county, state and federal roadway permitting in connection with the Development of portions of the Property.

E. County services, including, but not limited to, police, fire, sanitation, and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other similar business properties within the County, subject to the limitations (if any) of Section 10 above. Subject to the limitations of Section 10 above (if any), should the Owner or a Developer require enhanced services beyond that which is routinely provided within the County, then the County agrees that upon the written request of Owner or a Developer, it shall negotiate in good faith with the Owner or a Developer to provide such enhanced services to the Property. Any enhanced services shall be at the sole cost of the Owner and/or Developer.

14. COMPLIANCE REVIEWS.

As long as Owner or a Developer owns any of the Property, Owner or a Developer or its designee, shall meet with the County, or its designee, at least once, per year, during the Term to review Development completed by within the Property in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner or a Developer, or its designee, shall provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. Owner or a Developer or its designee, shall be required to compile this information within a reasonable time after written request by the County.

15. DEFAULTS.

The failure of the Owner, Developer or the County to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies that are deemed appropriate, including specific performance; provided however no termination of this Agreement may be declared by the County absent its according the Owner and any relevant Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from

issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement.

Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance. However, if there is a dispute between the County and Owner or Developer, or their successor or assign, concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute Resolution with subsequent judicial action lying in the Court of Common Pleas for Jasper County, shall be initiated by one Party notifying the other Party or Parties in writing of the dispute together with a request for mediation as described herein. The Parties agree that disputes under this Agreement not involving the Current Regulations are contractual matters, not appealable to the Zoning Board of Appeals or the Planning Commission, but to the Court of Common Pleas for Jasper County; however, matters involving the application of the Current Regulations are not contractual, but are subject to the administrative review and appellate provisions involving the Zoning Board of Appeals or the Planning Commission.

A default of the Owner shall not constitute a default by Developers, and default by Developers shall not constitute a default by the Owner. Notwithstanding the foregoing, the failure of the Owner or a Developer, as applicable, to reasonably pursue the required permitting/approvals for and completion of required traffic mitigation measures shall be grounds for the cessation of the issuance of development permits for future sites; provided, however, that should the County Administrator determine that there is a default by the Owner or a Developer, he shall immediately notify the Owner or Developer in writing by certified mail, return receipt requested, and allow the Owner or Developer fifteen (15) days to respond with an explanation of why Owner or Developer is not in default or a plan for remedying the default. In the event Owner or Developer presents a plan of remediation for approval by the County Administrator, whose approval shall not be unreasonably withheld, the parties shall agree to a commercially reasonable time to complete the remediation plan, and during such time no negative action shall be taken against the Owner or Developer. Failure to submit such a response or failure to subsequently pursue a plan of remediation may result in a moratorium on future development permits, a stop work order, and any other consequences reasonably determined by the County Administrator. The parties acknowledge that owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement, unless the Property remains under unified ownership or unless such owners of completed buildings have been assigned any rights under this Agreement. In such case, the owners of completed buildings shall also be obligated for obligations set forth in this Agreement.

16. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the County and the Owner and Developer; such written agreement may be by resolution. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate

or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the County and the Owner of said portion of the Property. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Owner and Developers, then only the County and those affected persons or entities need to sign such written amendment. Because this Agreement constitutes the plan for certain planned development under the zoning ordinance, minor modifications to a site plan or to development provisions may be made without a public hearing or amendment to applicable ordinances. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment, and such approval or consent shall be in writing and signed by the affected parties. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The master plans are not intended to be rigid, exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set herein and the general concept of development suggested by the Development Agreement and Master Plan is followed and respected; however, reductions in required buffers and setbacks in relation to external properties and roadways are a major modification. Such minor variations are eligible to be approved at staff level in accordance with the Zoning Regulations.

17. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile, email or other means of electronic communication or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be given at:

To the County: County Administrator
 Jasper County
 PO Box 1149
 Ridgeland, SC 29936
 Email: afulghum@jaspercountysc.gov

With Copy to: County Attorney
Jasper County
PO Box 420
Ridgeland, SC 29936
Email: _____

And to Owner at: Jasper Telfair One, LLC
2001 Kirby Dr., Suite 310
Houston, TX 77019
ATTN: Mark Barineau
Email: mark@lionsmarkgroup.com

With Copy to: Burr & Forman LLP
1 Carecore Drive, Suite 202
Bluffton, SC 29910
ATTN: Sarah F. Robertson
Email: srobertson@burr.com

18. ENFORCEMENT.

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement.

19. GENERAL.

A. Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developer(s) and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, Developers and the County each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

B. Estoppel Certificate. The County, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

1. that this Agreement is in full force and effect,
2. that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
3. whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and
4. whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings among the County and the Owner relative to the Property and its Development, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the County, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

E. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of public facilities and compatibility between developed and undeveloped lands and their uses.

G. Assignment. Subject to the notification provisions hereof, Owner or Developer may assign its rights and responsibilities hereunder to a subsidiary or sister company, or subsequent land owners and Developers.

H. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

J. Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this

Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

K. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

L. No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the County, the Owner and Developers. No other persons shall have any rights hereunder.

M. Contingencies. Not applicable.

N. Recording. Within fourteen (14) days after execution of this Agreement by all parties, the Owner shall record the Agreement with the Jasper County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

O. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

P. Assignment of Development Rights. Any and all conveyances of any portion of the Property to Developers shall by written agreement assign a precise amount of Development Rights along with the permitted land uses that may be constructed on the subject property being conveyed. Assignee shall notify the County within thirty (30) days of the conveyance of the property, provide the County with the applicable documents assigning the development rights to the assignee and record the same in the Office of the Jasper County Register of Deeds. In the event of conveyance of all or a portion of the Property and compliance with the conditions set forth herein, the assignor shall be released from all obligations as to the portion of Property and Development Rights so transferred, and the assignee shall be substituted as the Owner under the Agreement as to the portion of the Property so transferred.

Q. Adjacent Property. In the event Owner, its successors or assigns, acquires real property adjacent to the Property, County agrees to allow Owner, its successors or assigns, to subject such real property to the terms of this Development Agreement and the PDD Standards by an amendment to this Development Agreement subject to the approval of the which shall not be unreasonably withheld.

20. STATEMENT OF REQUIRED PROVISIONS.

A. Specific Statements. The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in Exhibit A attached hereto. The present legal Owner of the Property is Jasper Telfair One, LLC, a Texas limited liability company, as described above.
2. **Duration of Agreement.** The duration of this Agreement shall be as provided in Section 3.
3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development – related standards, are contained in Zoning Regulations, as supplemented by this Agreement.
4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.
5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All requirements relating to land transfers for public facilities are set forth in Section 10 above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.
6. **Local Development Permits.** The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.
7. **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the County.
8. **Terms for Public Health, Safety and Welfare.** The County Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.

9. **Historical Structures.** Any cultural, historical structure or sites will be addressed through the applicable federal and state permitting process at the time of development, as required by applicable State regulations. No such structures or sites are known to exist.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

MORTGAGEE CONSENT TO DEVELOPMENT AGREEMENT

The undersigned **United Bank**, a Texas state bank (the "**Mortgagee**"), as holder of that certain Mortgage, Security Agreement – Financing Statement from Jasper Telfair One, LLC, a Delaware limited liability company (the "**Mortgagor**"), dated September 26, 2025, and recorded in Book 1197 at Pages 1138-1153 in the Office of the Register of Deeds for Jasper County, South Carolina (as modified from time to time, the "**Mortgage**"), relating to the real property described in the Mortgage and more particularly described in and encumbered by this Development Agreement, as amended or supplemented (the "**Development Agreement**"), does hereby consent to the foregoing Development Agreement and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

NOW, THEREFORE, the undersigned consents to the recordation of the Development Agreement.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Development Agreement, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Property, and does not hereby assume and shall not hereby be responsible for any of the obligations or liabilities of the Owner in the Development Agreement. None of the representations contained in the Development Agreement shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Development Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the ____ day of _____, 2026.

Signed, sealed and delivered
in the presence of:

Frost Bank,
a Texas state bank

Witness
Print Name: _____

By: _____
Name: _____
Title: _____

Notary Public
Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
by _____, as _____ of
United Bank, a Texas state bank, on behalf of the bank.

Notary Public for the State of _____
Print Name: _____
My Commission Expires: _____

**EXHIBIT A
TO DEVELOPMENT AGREEMENT
PROPERTY DESCRIPTION**

Lot A and Lot B

All those certain parcels or tracts of land situate, lying and being in Jasper County, South Carolina, designated as Lot A, Delta Plantation, containing 6.33 acres, more or less, and Lot B, Delta Plantation, containing 20.00 acres, more or less, and being more particularly shown and described on a map or plat prepared by Charles W. Tuten, Jr., SCRLS #13522, dated March 3, 2004, recorded in the Office of the Register of Deeds for Jasper County, South Carolina ("Jasper County Records") in Plat Book 27, Page 315. For a more particular description reference is hereby made to said map or plat for better determining the metes, bounds and dimensions of said property.

Jasper County TMP: 037-00-02-018

Jasper County TMP: 037-00-02-014

Tract C

AND ALSO, ALL that certain parcel or tract of land situate, lying and being in Jasper County, South Carolina, containing 5.00 acres, more or less, and being a portion of the Poindexter Tract of Delta Plantation, as shown and delineated on that certain plat of survey prepared by Paul D. Wilder, RLS of Wilder Surveying and Mapping, dated January 9, 1998 and recorded in the Jasper County Records in Plat Book 23, Page 46. Said parcel of tract of land being generally bounded and described as follows: on the north by the R/W of S.C. Highway 170; on the east by other lands, now or formerly of Henry Ingram; on the south by other lands, now or formerly of Henry Ingram; and on the west by the R/W of U.S. Highway 17-A. For a more particular description, reference is made to the aforementioned plat of record.

Jasper County TMP: 037-00-02-017

LESS AND EXCEPTING

ALL that certain piece, parcel or lot of land situate, lying and being in Jasper County, South Carolina and designated as a "BJWSA Ground Water Well" containing 1.00 acres, 43,743 square feet on a plat dated May 6, 2009, entitled "A Plat of a 0.517 Acre Water Well Being a Portion of Lot "B" Delta Plantation Jasper County, South Carolina Prepared For: North Savannah Properties, LLC" by Kennedy Ragsdale & Associates Inc., James C. Brewer SCRLS No. 25441. For a more complete description as to metes, bounds and distances, reference may be made to said plat, filed as an attachment to the Partial Release recorded in the Jasper County Records in Book 759 Page 21.

ALL that certain piece, parcel or lot of land containing 15.576 square feet (0.358 acre), more or less, and all improvements thereon, if any, shown as the "Area of Acquisition" on Exhibit A attached to the deed from Zinn Investments II, LLC to South Carolina Department of Transportation recorded in Book 1018 at Page 729 in the Jasper County Records with such Right

of Way therein granted located along a relocated centerline as shown on plans between approximate survey stations 134+60.00 and 332+82.17.

This being the same property conveyed to Owner by Zinn Investments II, LLC by deed dated December 7, 2021 and recorded January 4, 2022 in Book 1093 at Page 1887 in the Jasper County Records.

**EXHIBIT B
TO DEVELOPMENT AGREEMENT
DEVELOPMENT SCHEDULE**

Development of the Property is expected to occur over the 5-year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner or Developer as the development evolves over the term:

Year(s) of Commencement / Completion					
	2027	2028	2029	2030	2031
Type of Development	Potential start of development. Start clearing and mass grading. Begin design of offsite improvements.	Start underground utilities, hard scape, start building construction. Start construction on offsite improvements as required by SCDOT and County.	Complete first 120,000 SF of building space, complete any hard scape associated with building space. Continue construction of offsite improvements as required by SCDOT/County.	Complete next 120,000 SF of building space and any associated hard scape. Complete offsite improvements.	Complete remainder of building SF and site work

As stated in the Development Agreement, Section 6, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

EXHIBIT C
PLANNED DEVELOPMENT DISTRICT STANDARDS

AGENDA
ITEM # 9K

AGENDA

ITEM # 9K

Link Information Sheet:

This is the rezoning for the PDD for Jasper Telfair. The PDD document is over 860 pages. Here is a link to that document:

 [Jasper Telfair PDD and Concept Plan w_rev. TIS.pdf](#)



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	March 16, 2026
Project:	Zoning Map Amendment and Concept Plan – Planned Development District – Jasper Telfair
Applicant:	Jasper Telfair One, LLC Mark Barineau
Tax Map Number:	037-00-02-014, 037-00-02-017, and 037-00-02-018
Submitted For:	2 nd Reading
Recommendation:	Planning Commission recommends approval of Planned Development District Zoning Designation and approval of the PDD Standards and Concept Plan

Description: The Applicant is requesting an approval of a Planned Development District (PDD) zoning designation for a commercial project, which will be known as Jasper Telfair. The PDD standards and a Concept Plan for Jasper Telfair are included with the Zoning Map Amendment application. The project site consists of three (3) parcels, totaling approximately 30 acres and is located at the intersection of Highway 17 (Speedway Boulevard) and Highway 315 (South Okatie Highway). The properties are currently zoned General Commercial and are undeveloped, although the trees were removed under a tree clearing and mass grading permit.

1st Reading of the ordinance was approved on October 21, 2024, and a Public Hearing was held on November 4, 2024. Additionally, a workshop was held on November 18, 2024. The applicant was asked to revise the traffic impact study for the project, which has been done and reviewed by Stantec Consulting Services (a traffic engineer) on behalf of Jasper County.

Analysis: In accordance with Article 8:1 of the Jasper County Zoning Ordinance, the intent of a PDD is to encourage flexibility in the development of land to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare. The PDD, regulations are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree and are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment. In view of

the substantial public advantage of “planned development,” it is the intent of the PDD regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts. All PDD’s shall conform to the Jasper County Comprehensive Land Use Plan and Land Use Map (latest edition).

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Resource Conservation.” The resource conservation areas fall alongside the rivers that flank the east and west of Jasper County. These areas are vital components to the riverine systems and also provide critical habitat for plants and wildlife. These areas are dominated by hydric soils, which are frequently associated with wetlands. In addition, these soils are very poorly suited to support septic systems.
- **Adjacent Zoning and Land Uses:** Figure 1 below shows the project location and Table 1 shows the adjacent land uses and zoning designation:

Table 1. Adjacent Land Uses and Zoning Designations

Adjacent Property	Existing Uses	Zoning	City or County
North	Vacant	PDD through the City of Hardeeville	City of Hardeeville
South	SCAD Equestrian Center and Telfair (Residential Subdivision)	Rural Preservation and Telfair PDD	Jasper County
West	Vacant	PDD through the City of Hardeeville	City of Hardeeville
East	Vacant	Delta Bluffs PDD – County	Jasper County

Figure 1.



- **Traffic and Access:** The subject properties are accessed by Speedway Boulevard (Highway 17) and South Okatie Highway (Highway 315). Highway 17 is currently being widened to a four-lane state maintained highway, classified as a major arterial and South Okatie Highway (Highway 315), is a two-lane state maintained highway, classified as a major collector.

The Jasper Telfair Concept Plan (Exhibit C) illustrates the proposed use, the general layout, and access points. A Master Plan will be submitted separately and will provide additional information regarding the proposed layout of the development.

The proposed PDD will establish the following:

- **Allowed Land Uses** – general commercial and light industrial.
 - It should be noted that a number of land uses have been prohibited, which are outlined in Section II.B.2 of the Jasper Telfair PDD Standards (see page 9).
- **Density** – a maximum density of 340,000 s.f.
- **Open Space** – a minimum of 15% open space based on total acreage with only 50% of freshwater wetlands, lagoons, ponds, and lakes counting towards open space.
- **Stormwater Management** – best management practices will be used in the development to ensure runoff leaving the site meets SC Department of Environmental Services Office of Ocean and Coastal Resource Management and Jasper County standards for water quality.

- **Setbacks and Buffers** – building setbacks will be a minimum of 100’ from Highway 17 and 50’ from Highway 315, with a 20’ perimeter buffer from adjacent properties to the south and 10’ from adjacent properties to the north, east and west.
- **Tree Preservation Standards** – 15 trees per acre.
- **Landscaping Standards** – A landscaped buffer will be provided along Speedway Blvd. (Highway 17) and South Okatie Highway (Highway 315).
- **Access Points** – two access points are proposed, one (1) full access point on Speedway Boulevard (Highway 17) and one (1) limited right turn only on South Okatie Highway (Highway 315).

The Jasper Telfair PDD and Concept Plan meets all of the requirements for a PDD *Application and Concept Plan* as outlined in Article 8:1.7 of the Jasper County Zoning Ordinance. A traffic impact study was revised by Lowe Engineers (see Exhibit H), dated November 18, 2025, which shows that 1,322 new daily vehicle trips is anticipated to be generated with 180 new trips occurring during the AM peak hour (139 inbound and 41 outbound) and 179 new trips occurring during the PM peak hour (42 inbound and 137 outbound). The study was based on the development being used equally for warehousing and industrial park uses. The study recommends installing a northbound right turn storage lane of 100’ and a southbound left turn storage lane of 200’ on Highway 17. The study also recommends installing an eastbound right turn storage lane of 100’ with 100’ taper and a westbound left turn storage lane of 200’ on Highway 315.

Staff recommends the following:

US 17 Drive

The driveway should be moved as far south as possible while making sure it has the appropriate spacing away from the neighboring property driveway.

- Allow right out only.
- Allow right and left turn in, with a 200-foot storage bay on US 17 for left turns plus an appropriate length deceleration taper/lane. Appropriate right turn lane, acceleration and decelerations for both left and right turns.

SC 315 Drive

- Allow right out
- Allow right and left turn in. Appropriate right turn and left turn lanes, tapers, acceleration, and deceleration lanes.

While SCDOT is agreeable with the revised traffic study based on the recommended mitigation, they are also agreeable to Jasper County’s recommendation to restrict any left turns coming out of the proposed development.

Planning Commission Recommendation: A zoning designation of PDD does not entitle an applicant or owner of the affected property a right to develop or engage in any land use or land disturbing activity, other than the rights in existence at the time of the Concept Plan approval. To engage in development or any land use or land disturbing activity, a Master Plan and subsequent

Development Plan(s) must be approved for the areas to be developed. The Planning Commission recommends approval of the PDD designation, the PDD Standards, and the Concept Plan.

Attachments:

1. PDD Document and Concept Plan
2. Ordinance

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #0-2026 -09

**AN ORDINANCE OF
JASPER COUNTY COUNCIL**

To adopt Planned Development District Zoning, Planned Development District Standards, and Conceptual Master Plan for three tracts of land consisting of approximately 30 acres, bearing Jasper County Tax Map Numbers 037-00-02-014, 037-00-02-017, and 037-00-02-018, located along Speedway Boulevard (Highway 17), at the southeast intersection of South Okatie Highway (Highway 315) and known as Jasper Telfair PDD.

WHEREAS, The Planned Development District Zoning standards were adopted by Jasper County to permit and encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare; and

WHEREAS, Jasper County has received a request from the owner of three tracts of land consisting of a total of approximately 30 acres, bearing Jasper County Tax Map Numbers 037-00-02-014, 037-00-02-017, and 037-00-02-018, located along Speedway Boulevard (Highway 17), at the southeast corner of the intersection of South Okatie Highway (Highway 315), to zone such in accordance with submitted Planned Development District Standards prepared for Jasper Telfair One, LLC and accompanying Planned Development District Standards and Conceptual Master Plan; and

WHEREAS, the above mentioned property was duly posed, with public meetings properly noticed and held by the Jasper County Planning Commission on October 8,

2024, which recommended approval and adoption, and by the Jasper County Council on October 8, 2024; and

WHEREAS, Jasper County Council finds the Planned Development District Standards and the Concept Map (Appendix C) to be in accordance with the statutory requirements of the state, and consistent with the Jasper County Comprehensive Plan, *Jasper's Journey*, as well as the Jasper County Zoning and Land Development Ordinances; and

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

1. Jasper County Council finds in accordance with the staff report, and the recommendation of Jasper County Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown to approve the applicant's request for Planned Development District Zoning for the Property, and of the Planned Development District Standards and Conceptual Master Plan (Appendix C), and to amend the Jasper County Official Zoning Map to reflect Planned Development District zoning for two tracts of land consisting of approximately 30 acres, bearing Jasper County Tax Map Numbers 037-00-02-014, 037-00-02-017, and 037-00-02-018 and known as Jasper Telfair PDD.
2. This ordinance shall take effect upon approval by Council.

W. J. Rowell III
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: #O-2026-09

First Reading: October 21, 2024

Public Hearing: November 4, 2024

Second Reading: March 16, 2026

Enacted: _____

Considered by the Jasper County Planning Commission at it's meeting on
October 8, 2024 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

AGENDA

ITEM # 10

Administrator's Report



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum
County Administrator

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Tisha L. Williams
Executive Assistant

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Administrator's Report March 16, 2026

1. Calendar Year 2026 Special Called Meetings and Workshops:

A spreadsheet follows this report. We can discuss it at the meeting and see if we need to add any meetings in the near term. We will also need to discuss the Fiscal Year 2027 Budget timeline and proposed meetings schedule so that I can add those meetings to the spreadsheet.

2. Building Resilient Infrastructure and Communities (BRIC) Grant:

Chief Wells will provide an update on this previously awarded and then rescinded grant to create a County-wide stormwater plan.

###

The County Administrator's Progress Report and any miscellaneous correspondence, agendas, and minutes follow this report.

County Council 2026
Workshops and Special Meetings

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 - Denton Center	special meeting	stand alone	Wednesday	1/14/2026	4:00pm	Virtual
3 Jasper County Greenbelt Program	workshop	w/ council meeting	Tuesday	1/20/2026	5:00pm	Council Chambers
4 Business Items and Financial Report	special/workshop	stand alone	Monday	1/26/2026	9:30am	Council Chambers
5 Personnel Matters & AUP	executive session	stand alone	Thursday	2/5/2026	2:00pm	Council Chambers
6 Intergovernmental Agreements	executive session	stand alone	Monday	2/9/2026	5:00pm	Hardyville City Hall
7 Echaw Overlay District	workshop	stand alone	Monday	3/23/2026	1:00pm	Council Chambers
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	Completed					
	Stand alone workshops					
	To be determined (TBD) stand alone workshops					
	Workshops prior to council meetings					
	Stand alone budget workshops					
	Stand alone executive sessions					
	Special Council Meeting					
	Joint meeting with municipalities					
		FY-2027 Budget Adoption Schedule				
		First Reading				
		Public Hearing Only				
		Public Hearing and Second Reading				
		Third Reading				



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Executive Assistant

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Progress Report March 3, 2026 – March 16, 2026

1. Ridgeland-Claude Dean Airport:

Attended meeting of interested parties on March 9 to discuss the runway lengthening study.

2. Agreed Upon Procedures (AUP) Engagement:

Produced requested information to the firm Green Finney Cauley, LLP on March 5.

3. Meeting with Project Leader of the Savannah Coastal Refuge Complex:

Scheduled to meet with Ms. Nathan Hawkaluk on March 9 to receive an update on refuges in Jasper County.

4. BJWSA:

Scheduled to meet with County and BJWSA staff on March 13 to discuss zoning and construction permitting matters for future projects.

5. Other Meetings/Events Attended or Scheduled to Attend:

Parker's Kitchen new store opening in Hardeeville on March 5, Santee Cooper State of the Utility Appreciation Reception on March 10, Jasper County State of the County Breakfast on March 11, Jasper County Airport Commission meeting on March 11, Coca-Cola Bottling ribbon cutting on March 12, Jasper County 2024 Transportation Sales Tax Advisory Committee meeting on March 13, and the Pratt Memorial Library ribbon cutting ceremony on March 14.

AGENDA

ITEM # 11

Councilmembers

Comments