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

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

To participate in a **Public Hearing for a specific agenda item**, email written public comments to comments@jaspercountysc.gov by 1:00 PM on Monday, October 5, 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

Third Ave., Ridgeland, SC. 29936

Monday, October 5, 2026

AGENDA

➤ Please silence your phones

4:00 PM:

1. Call the Meeting to Order by Chairman Rowell

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

2. Pledge of Allegiance and Invocation:

3. Approval of the Agenda:

4. Executive Session SECTION 30-4-70.

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

- (1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body, or the appointment of a person to a public body – (1) [Personnel Matters](#)
- (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) [Briefing on Pending Litigation associated with the Jasper County Ridgeland Claude Dean Airport](#)
(2) [Professional Services Contract for the Airport. FOB RFQ](#) (3) [Clerk of Court Legal Proceedings - Legal Advice](#)

- (5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body. – (1) Discussion with SCA

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

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

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

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

5. Approval of the Consent Agenda:

A) Approval of the Minutes of 03.02.2026 and 03.16.2026

B) **Eric Larson** - Consideration of **3rd Reading** of Ordinance # **O-2026-31** Authorizing Jasper County to enter into a sales agreement with Elite Granite for the purchase of 2.65 acres of improved real property within the Cypress Ridge Business and Industrial Park, Ridgeland, South Carolina, (a portion of TMS 048-00-01-010) and other matters related thereto. *(1st reading was held on 9/8/26, Public Hearing 9/21/26, 2nd reading 9/21/26)*

C) **Lisa Wagner** - Consideration of **3rd Reading** of Ordinance # **O-2026-35** Declaring a Temporary Moratorium on the Acceptance of, Review of, and/or Action Upon Applications for Rezoning, Special Exceptions, Special Use Permits, Building Permits, Site Plans, Plan of Development for Siting, Economic Incentives, Fee In Lieu of Taxes or Any Other Form of Incentive, That Would Authorize or Permit the Development or Construction of Data Centers, Data Processing Facilities, Cryptocurrency Mining Operations or any Other Uses Associated With Data Processing Facilities Within Jasper County; And Addressing Other Matters Related Thereto. *(1st reading was held on 9/8/26, Public Hearing 9/21/26, 2nd reading 9/21/26)*

D) **Jim Iwanicki** – Presentation and Consideration of approval of bids for 57 Stone.

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.

6:00 PM: Regular Session

6. PROCLAMATIONS: **NONE**

7. PRESENTATION: **NONE**

8. CITIZEN COMMENTS:

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

9. RESOLUTIONS

A.) **Eric Larson** - Consideration of Resolution [#R-2026-48](#) a Resolution to Authorize the Acceptance of a Certain Right-Of-Way at New River Boat Landing adjacent to SC Highway 46 from the South Carolina Department of Transportation; and Other Matters Related Thereto. *(Tabled at the July 20, 2026 mtg)*

B.) **Eric Larson** – Consideration of Resolution [#R-2026-67](#) of Jasper County, SC., a Resolution for County Council to submit three (3) projects for funding consideration to the South Carolina Opioid Recovery Fund Board in the amount up to \$230,000 to provide public outreach and education media campaign, track Opioid usage and statistical change, coordinate awareness, and expand the distribution of preventive medicines, and authorize the County Administrator to submit the application and related documents and other matters related thereto.

C.) **Eric Larson** – Consideration of Resolution [#R-2026-68](#) of Jasper County, SC., a Resolution to Adopt the Interim Greenbelt Fund Project Application and Interim Project Scorecard and Other Matters Related Thereto.

10. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

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

B.) **Eric Larson** – **Public Hearing** and Consideration of **2nd Reading** of Ordinance [# O-2026-33](#) establishing

the Lease Agreement with the Beaufort - Jasper Economic Opportunity Commission, Inc. for the use of the Robertville Community Center, located at 9731 Cotton Hill Road, Pineland, South Carolina and authorize the County Administrator to execute the agreement and related documents and other matters related thereto.

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

D.) **Hunter Smiley** - Consideration of **1st Reading** of an Ordinance Authorizing Amendment to the Official Zoning Map of Jasper County by Rezoning that certain Parcel of Real Property Located along Mendez Farm Road, Bearing Jasper County Tax Map Numbers 040-13-02-001 & 040-13-02-012, Containing 10.28 & 0.52 Acres, to General Commercial from Residential.

E.) **Hunter Smiley** – Consideration of **1st Reading** of an Ordinance to Amend Article 9.6 Accessory Structures of the Jasper County Zoning Ordinance to Increase the Maximum Height of Accessory Structures in cases where the Fire Chief has Determined there is Adequate Firefighting Capability to Safely Fight a Structure Fire; and other matters related thereto.

11. Administrator’s Report:

12. Councilmember Comments and Discussion

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

14. Adjournment:

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

CONSENT AGENDA

ITEM # 5A



JASPER COUNTY COUNCIL COUNCIL MEETING

City of Hardeeville Council Chambers
205 Main Street, Hardeeville, SC 29927

Monday, March 2, 2026

MINUTES

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

Staff Present: County Administrator Andrew Fulghum, Interim County Attorney Lawrence Flynn, Clerk to Council Wanda Giles, Kimberly Burgess, Eric Larson, Jim Iwanicki, Chief Russell Wells, Susan Waite, and Videographer Jonathan Dunham.

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

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

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

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

3. Approval of the Agenda:

Chairman Rowell noted that they would be adding Item # 6D, Presentation from the Jasper County Auditor.

Motion to approve with this change: Councilman VanGeison

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

4. Approval of the Consent Agenda:

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

Motion to approve: Councilman Ceccarelli

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

CONSENT AGENDA ITEMS:

A) Approval of the Minutes of 09.15.2025 and 09.27.2025

B) Lisa Wagner – Consideration of the 3rd Reading of Ordinance #O-2026-07 of an ordinance of Jasper County Council to amend the Official Zoning Map of Jasper County so as to transfer three (3) properties located along Grays Highway, 1) bearing Jasper County Tax Map Number 062-20-01-002 consisting of 0.60 acres from the Residential Zone to the Industrial Development Zone; and 2) bearing Jasper County Tax Map Number 062-20-01-006 consisting of 1.20 acres from the Residential Zone to the Industrial Development Zone; and 3) bearing Jasper County Tax Map Number 062-21-01-002 consisting of 2.74 acres from the Residential Zone to the Industrial Development Zone on the Jasper County Official Zoning Map. (Property owned by Jasper County) (1st reading 02.02.2026; Public hearing and 2nd Reading 02.17.2026)
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) Procurement of Engineering Services through a Work Authorization to Holt Consulting Company LLC. for Ridgeland Claude Dean Airport.

Motion to go into executive session: Councilman VanGeison

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

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

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

6:00 PM: Regular Session

- **Come out of Executive Session:**

Motion to approve: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

- **Return to Open Session:**

Motion to approve: Councilman Kemp

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

- **5.1. Council Action to be taken on items as discussed in Executive Session** – There was no action coming out of Executive Session.

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

6. PRESENTATIONS:

A) Stacy McAfee, Board Chair and Carolyn Kassel, Board Vice Chair – Presentation on the Riverton Charitable Fund.

Stacy McAfee (Chair) and Carolyn Council (Vice Chair) detailed the fund's work since 2022, focusing on food insecurity, community support, and education. In 2025, they granted nearly \$43,000 to eight nonprofits.

B) Jim Iwanicki – Verbal update on the Coosawhatchie Community Center.

Jim Iwanicki provided a verbal update, noting that architectural proposals were opened on February 18th. He noted that the recommendations for a firm were expected by the March 16th meeting.

C) Heather Rath – Presentation on the Opioid Education Campaign and the stats with New Life Center.

Heather Rath presented the 2025 data showing 45 opioid overdoses and 12 fatalities in the county. She outlined the ongoing "Break the Silence" media campaign and introduced community ambassadors.

D) Megan Horton – Presentation from the Jasper County Auditor's Office

Auditor Megan Horton addressed letters sent to taxpayers regarding **back taxes for 2022–2024**. She apologized for the wording of the letters and explained that the effort was intended to clean up the tax system due to communication gaps between the county and the DMV.

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.

Frank Collins expressed frustration over property and sales taxes in Jasper County, noting that they were significantly higher than in neighboring Charleston and Beaufort Counties.

8. RESOLUTIONS

A) Wanda Giles – Consideration of Resolution #R-2026-12, a Resolution of Jasper County, South Carolina County Council for the Appointment Mr. Morgan Denny to the Planning Commission.

Ms. Giles noted that one seat on the Jasper County Planning Commission is currently vacant. She said this would fill the unexpired term of Mr. Lee Gramling for Seat #07-PC. She noted that Mr. Gramling's term ended on 12.31.2028. Staff recommended that Council approve the appointment of Mr. Morgan Denny as the newest member to the Planning Commission. The request was for Mr. Denny to serve out the unexpired term left by Mr. Lee Gramling for Seat # 07-PC for the term of 02.02.2026 through the remaining term end date of 12.31.2028. She also noted that normally this is a 4-year term; however, the appointee, Mr. Denny, would only be fulfilling the unexpired term of Lee Gramling at this time. Once Mr. Denny's term ended, she mentioned that he could ask for re-appointment to the Planning Commission from the Council for this seat. Councilman Ceccarelli thanked all candidates who came forward and participated in this appointment request. He also noted that, after much consideration, he and Councilman VanGeison both strongly recommended Mr. Morgan Denny for this seat. Chairman Rowell welcomed Mr. Denny aboard. Mr. Denny was present to provide some information on his background for this position.

Motion to approve the appointment of Mr. Morgan Denny: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

9. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

A) Kimberly Burgess – Consideration of the Operation Patriots FOV request for additional local accommodations and hospitality tax funding for fiscal year 2026.

Ms. Burgess was present to address the consideration of the Operation Patriots FOV request for additional local accommodation and hospitality tax funding for fiscal year 2026. Representatives J.R. Brown and Vicky Day were present to discuss their request for the \$30,000 in additional local accommodation and hospitality tax funds to market their fifth annual "Concert for the Heroes" featuring Lee Bryce.

Motion to approve: Councilman Kemp

Second: Councilman VanGeison

Vote: Unanimous

B) Kimberly Burgess and Chief Wells – Consideration of the Bid for the Septic System Replacement for Station 25.

Ms. Burgess and Chief Wells were present to address this request. Ms. Burgess noted that Jasper County advertised for the replacement of the septic system at Fire Station #25, 2721 Levy Road, Hardeeville, SC. The bids were due Wednesday, February 18, 2026, at 3:00 PM. She noted that one bid was received on time. Staff recommended that the Council reject the bid submitted by Lowcountry Septic System, Charleston, SC., for replacement of Fire Station #25 septic system in order to review and potentially revise the scope of work. She noted that this was a rebid and the first time no bids were received.

Motion to approve to rebid under the guidance of staff: Councilman Ceccarelli

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

C) Eric Larson – Consideration of Approval of the 2026 CDBG Needs Assessment Priorities and submittal to the LCOG.

Mr. Larson was available to address this request for the consideration of approval of the 2026 CDBG Needs Assessment Priorities and the submittal of this to the LCOG. He noted that the projects were ranked from #1 to #11. Four departments were represented and participated in the ranking of the 2026 CDBG Needs Assessment. These departments were from the Roads/Streets Department, Parks / Recreation Department, Emergency Services Department and Community Development Department.

Motion to adopt the ranking as provided by staff: Councilman VanGeison

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

D) Eric Larson – Consideration of Approval of an Entrance Sign at Old House Park and the Thomas Heyward Tomb site on Lowcountry Drive sponsored by the SC250 Committee.

Mr. Larson was present to review and discuss the entrance sign at Old House Park and the Thomas Heyward Tomb site on Lowcountry Drive, sponsored by the SC250 Committee. He noted that the agenda e-packet included a drawing of the sign.

Motion to approve the sign with a faceplate with the Jasper County emblem on it:

Councilman Arzillo

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

E) Lisa Wagner – Consideration of 1st Reading of 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.

Ms. Wagner was present to review and address this request. She noted that this is a zoning map amendment request to designate the property 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 requests rezoning to Residential to allow subdivision 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' 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.

Ms. Wagner noted that according to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as "Rural Transition," which is an area 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 uses that maintain the area's scale and character.

The adjacent parcels are zoned Residential and Rural Preservation. Adjacent land uses are residential. The subject property is accessed by both Elaine Farm Rd and Mendez Farm Road. She noted that the Planning Commission recommends approving the request to designate the property as Residential.

Motion to approve with the contingency of the lot lines being placed by the second reading: Councilman Arzillo
Second: Councilman VanGeison

Vote: 3 yes votes from Chairman Rowell, Councilman VanGeison and Councilman Arzillo; 1 abstaining vote from Councilman Kemp and 1 no vote from Councilman Ceccarelli

The motion passed.

F) Lisa Wagner – Consideration of 1st Reading of 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.

Ms. Wagner was present to review and address this request. She noted that this was 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.

Ms. Wagner noted that, according to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Resource Conservation,” which provides critical habitat for plants and wildlife. These areas should be primarily used for conservation and recreation; any development should be low-impact.

The adjacent parcels are zoned Industrial Development and Rural Preservation. Adjacent land uses are wooded and undeveloped. The subject property is accessed by Kato Bay Rd, a two-lane, state-maintained road classified as a major thoroughfare. She noted that the Planning Commission recommended approval of the request to designate the property as Industrial Development.

Motion to approve: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

G) Lisa Wagner – Consideration of 1st Reading of 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.

Ms. Wagner was present to review and address this request. She noted that this was 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.

Ms. Wagner noted that according to the 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.

The adjacent parcels are zoned both Residential and Rural Preservation. Adjacent land uses are primarily residential with a few parcels being used for agriculture. The subject parcel is accessed by Tarboro Road, which is a two-lane state-maintained road classified as a local road. She noted that the Planning Commission recommended approval of the request to designate the subject parcel as Rural Preservation.

Motion to approve downzoning from Residential to Rural Preservation for tax map # 047-00-01-012:
Councilman Kemp

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

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

11. Councilmember Comments and Discussion - Councilmember Comments were given but there were no comments that required action.

12. Adjournment:

Motion to approve: Councilman

Second: Councilman

Vote: Unanimous

The motion passed and the meeting was adjourned.

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

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

Respectfully submitted:

Wanda Giles, Clerk to Council

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



JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, March 16, 2026

MINUTES

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

Staff Present: County Administrator Andrew Fulghum, Interim County Attorney Lawrence Flynn, Clerk to Council Wanda Giles, Kimberly Burgess, Eric Larson, Jim Iwanicki, Chief Russell Wells, Susan Waite, and Videographer Jonathan Dunham.

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

Chairman Rowell called the meeting to order. The Report of Compliance with the Freedom of Information Act was read for the record 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 persons or organizations requesting notification.*

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

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

3. Approval of the Agenda:

Motion to approve the agenda with removal of item # 8B: Councilman Kemp

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

4. Approval of the Consent Agenda:

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

Motion to approve: Councilman Kemp

Second: Councilman Arzillo

Vote: Unanimous
The motion passed.

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

Motion to go into Executive Session: Councilman VanGeison

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

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

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

6:00 PM: Regular Session

• Come out of Executive Session

Motion to approve: Councilman Ceccarelli

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

- **Return to Open Session:**

Motion to approve: Councilman Kemp

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

- **5.1. Council Action to be taken on items as discussed in Executive Session:** There was no action coming out of Executive Session.

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

6. PRESENTATIONS:

A) Chief Russell and David Murphy – Code Enforcement Update

Chief Wells and County Code Enforcement Officer David Murphy delivered a comprehensive annual review for 2025 and an operational status update for Q1 2026:

- **2025 Annual Review:** Processed approximately 2,300 total inspections (2,159 resolved or reinspected, with 133 carried into 2026). Issued 45 formal magistrate court citations, removed over 500 lbs of illegal dumping, and completed 12 owner-cooperative structure demolitions (including key Exit 28 structures). Identified 6 junkyard sites (1 legal in Levy, 3 illegal sites fully cleared).
- **Q1 2026 Status:** Processed 122 total inspections, including 20 condemned/unsafe structures, 82 nuisance properties, 8 zoning violations, and 6 business license non-compliance issues. Unsafe structures are concentrated primarily in Hardeeville, Ridgeland, and along the I-95 corridor.
- **New Initiatives:** Launched 'Project Stay Safe', a focused 90-day initiative targeting illegal RV/camper permanent residencies, unpermitted sheds, and unpermitted RV parks due to severe fire and wastewater hazards. Announced the public outreach campaign 'Clean and Safe Jasper County'.
- **Council Discussion:** Council reviewed specific citizen complaints regarding a trailer, dumping at Tickton Hall, and a commercial building on Jacob Smart Blvd. Council members emphasized balancing strict code enforcement with humane considerations for housing vulnerability.

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.

There were no Citizen Comments for this meeting.

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.

Jim Iwanicki was present to review and discuss this request for consideration of Resolution #R-2026-13, a resolution of Jasper County, South Carolina County Council, approving an Intergovernmental Agreement with the City of Hardeeville

Motion to approve: Councilman Kemp

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

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. – This item was removed from the agenda under the Approval of the Agenda section.

C) Andrew Fulghum - 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.

Mr. Fulghum was present to review and discuss this request for consideration of Resolution #R-2026-16, a resolution of Jasper County Council to increase the Sheriff's salary following the addition of job responsibilities to include custody, management, and operation of the Jasper County Detention Center and Jasper County Animal Shelter.

Motion to approve: Councilman Ceccarelli

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

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.

Mr. Larson was present to review and discuss this request for 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.

Motion to approve: Councilman Arzillo

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

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)

Ms. Wagner was present to review and address this request for 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.

The public hearing was opened for this item. Mr. Eugene Hicks of Elaine Farm Rd. discussed his understanding of wetlands and how they could not be rezoned and built upon. Another resident submitted a written letter expressing concerns. No other comments were made, so the public hearing was closed.

Motion to approve: Councilman VanGeison

Second: Councilman Kemp

Vote: 4 yes votes; 1 no vote from Councilman Ceccarelli

The motion passed.

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)

Ms. Wagner was present to review and discuss this request for 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.

The public hearing was opened for this item. No public hearing comments were received, so the public hearing was closed.

Motion to approve: Councilman VanGeison

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

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)

Ms. Wagner was present to review and discuss this request for 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. The public hearing was opened for this item.

Public Hearing Comments:

Fred Raven noted that he lives adjacent and asked whether these would be stick-built homes or mobile homes.

Nancy Raven signed up but declined to comment.

Roxanne Jesup said she lived on the edge of this and that there was a hunting area next to it.

No other public hearing comments were received, so the public hearing was closed.

Motion to approve: Councilman VanGeison

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

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.

Mr. Larson was present to review and discuss this request for 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.

Motion to table till the next meeting: Councilman Ceccarelli

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

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.

Motion to table till the next meeting: Councilman VanGeison

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

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)

Mr. Larson was present to review and discuss this request for 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.

The public hearing was opened for this item.

Public Hearing Comments:

Kate Schaefer, David Bishop, April Atkinson, James Douglas, and Grant McClure were present and spoke in support of this project. Caylor Romines and David Huguenin each sent a letter supporting this project. Canada Smith sent an email supporting this project.

No other public hearing comments were received, so the public hearing was closed.

Motion to approve: Councilman Ceccarelli

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

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)

Mr. Larson was present to review and discuss this request for 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

Motion to approve: Councilman Arzillo

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

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)

Mr. Larson was present to review and discuss this request for 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. The public hearing was opened for this item. Jennifer Tuckwiller (Beaufort-Jasper Housing Trust) reported that environmental and engineering due diligence on the 6-acre site is complete. She explained that the Trust will issue an RFQ/RFP to select a developer to build workforce housing targeted at 60% to 120% Area Median Income (AMI)—serving local teachers, firefighters, police officers, and service workers. Confirmed that the property deed includes a reversionary clause returning the land to Jasper County if development does not occur within a set timeframe. No other public hearing comments were received, so the public hearing was closed.

Motion to approve: Councilman Kemp

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

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

Mr. Iwanicki was present to review and discuss this request for the selection of architectural firms to fulfill the indefinite delivery services (Architectural Required for RFQ #2026 – 01). Mr. Iwanicki noted that Jasper County had 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. A committee consisting of Eric Larson, Director of Development Services; Kim Burgess, Director of the Administrative Services Division; and Jim Iwanicki, Engineering Services Director, scored the RFQs.

Based on the scoring of the RFQs, Mr. Iwanicki recommended 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.

Motion to approve: Councilman Ceccarelli

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

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)

Ms. Wagner noted that the 1st reading for this item was approved on October 21, 2024, followed by public hearings and a workshop in November 2024, and reviewed this item with Council.

Motion to approve: Councilman Kemp

Second: Councilman Arzillo

Vote: Unanimous

The motion passed.

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 was for a rezoning for the PDD for Jasper Telfair. The PDD document was over 860 pages so a link to that document was provided on the agenda.

Ms. Wagner reviewed her staff report from the agenda e-packet with Council for this item. She noted that the 1st reading for this item was approved on October 21, 2024, followed by public hearings and a workshop in November 2024.

Motion to approve: Councilman Kemp

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

10. Administrator's Report - Mr. Fulghum reviewed the information from his report that was provided in the agenda e-packet. Chief Wells gave the BRIC Grant Update and reported that federal timeline pauses and engineering rebids made the January 2027 grant completion deadline unachievable. Recommended terminating the grant for convenience (\$3,000 closeout invoice) and re-applying under a future Hazard Mitigation Planning Grant. For more information on this report, please see our YouTube Channel for the video at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA .

11. Councilmember Comments and Discussion - Councilmember Comments were given, but there were no comments that required action.

For more information on this meeting please go to our YouTube Channel for the video. During meetings and / or workshops periods of review, discussion, presentation, comments, and other sections the minutes are

typically condensed and paraphrased. The recorded version is available on our YouTube channel 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.

12. Adjournment:

Motion to adjourn: Councilman Ceccarelli

Second: Councilman Kemp

Vote: Unanimous

The motion passed, and the meeting was adjourned.

Respectfully Submitted:

Wanda Giles, Clerk to Council

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

CONSENT AGENDA

ITEM # 5B



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:	Oct. 5, 2026
Agenda Item:	5.B
Project:	Cypress Ridge Business Park Land Sale – PLC Development
Request:	Consideration of the 3 rd Reading of an Ordinance to Authorize Jasper County to enter into a sales agreement with Elite Granite for the purchase of 2.65 acres of improved real property within the Cypress Ridge Business and Industrial Park, Ridgeland, South Carolina, (a portion of TMS 048-00-01-010) and other matters related thereto
Action Needed:	Approval of 3 rd Reading of the Ordinance #O-2026-31
Recommendation:	Approval of 3 rd Reading of an Ordinance to Authorize Jasper County to Convey, to enter into a sales agreement with Elite Granite for the purchase of 2.65 acres within the Cypress Ridge Business Park.

Description:

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

Staff Recommendation:

Approval of 3rd Reading of an Ordinance to Authorize Jasper County to Convey, through a fee simple sale, 2.65 acres of Real Estate Owned by Jasper County located in the Cypress Ridge Business Park to Elite Granite.

Attachment(s):

Ordinance 2026-31
Draft Property Sales Agreement

**JASPER COUNTY, SOUTH CAROLINA
ORDINANCE # O-2026-31**

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

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

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

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

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

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

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

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

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

Section 1. Ratification of the Findings

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

Section 2. Authorization for Sale.

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

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

Section 4. Other Documents; Ratification of Prior Actions

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

Section 5. Severability

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

Section 6. Repealer

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

Section 7. Inconsistency

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

Section 8. Effect

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

JASPER COUNTY, SOUTH CAROLINA

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

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE: # O- 2026-31

First Reading: 09.08.2026
Second Reading: 09.21.2026
Public Hearing 09.21.2026
Enactment: 10.05.2026

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

PURCHASE AND SALE AGREEMENT.
"Exhibit A"

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

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

Date

EXHIBIT "A"

Legal Description of the Property

EXHIBIT "B"

Depiction of the Property

EXHIBIT "C"

Purchase and Sale Agreement

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

Witnesses:



Jessica Hines

SELLER:

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

By: _____ (SEAL)

Name: James Iwanicki

Its: County Administrator

Date: _____

PURCHASER:

Elite Marble & Granite of Bluffton, LLC.

By:  (SEAL)

Name: Ryan Broere

Its: General Manager/minority owner

Date: 9/1/2026

SELLER:

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

By: _____ (SEAL)

Name: James Iwanicki

Its: County Administrator

Date: _____

SIGNATURES CONTINUE ON
FOLLOWING PAGE

PURCHASER:

Elite Marble & Granite of Bluffton, LLC.

By:  (SEAL)

Name: Ryan Broere

Its: General Manager/owner

Date: 9/1/2026

ADDENDUM # 1 TO AGREEMENT OF PURCHASE AND SALE

The Agreement of Purchase and Sale ("Agreement") entered into by and between **Jasper County**, a political subdivision of the State of South Carolina (hereinafter "**Seller**"), and **Elite Marble & Granite of Bluffton, LLC.**, a South Carolina limited liability company (hereinafter "**Purchaser**") dated ~~Aug~~ Sept 1, 2026, is hereby amended as follows:

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

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

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

Signatures on following page



CONSENT AGENDA

ITEM # 5C



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	October 5, 2026
Project:	Temporary Moratorium on Data Centers, Data Processing Facilities, Crypto Mining Operations and/or any other uses associated with Data Processing Facilities
Submitted For:	3 rd Reading

Overview

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

The Planning staff intends to have an ordinance regulating data centers, data processing facilities and crypto mining operations ready for adoption by the time the moratorium expires. Staff's plan includes:

- Consider and plan for the potential impacts of data center development.
- Learn how much water and power usage is necessary to support these types of uses.
- Ensure that the county has plans and policies to ensure that data center developments are consistent with the county's development objectives, and that any potential negative impacts are prevented or mitigated.
- Identify appropriate locations for data centers within the county, ensuring these locations are identified in the county's comprehensive plan and permitted by the county's zoning and other land use ordinances.
- Recommend clear standards for data center development within the county.

Findings & Analysis

Article 6 of the Jasper County Zoning Ordinance, *Use Regulations* utilizes the North American Industry Classification System (NAICS) Code as the basis for determining the use of a property permitted by the various zoning districts. The current *Use Regulation Table*, allows *Information Services and Data Processing*, as a permitted by right use in the Community Commercial, General Commercial, Industrial Development, and the Mixed Business zoning districts (see an excerpt of the *Use Regulations Table* on the next page).

	NAICS	R	RRL	RP	RC	VC	CC	GC	ID	RE	MB
Used Household and Office Goods Moving (Article 11:7.11A)	484210	N	N	N	N	N	C	P	P	N	C
Transit and Ground Passenger Transportation	485	N	N	N	N	N	P	P	P	N	C
Pipeline for Transportation	486	N	N	N	N	N	N	P	P	N	C
Scenic and Sightseeing Transportation Storage	487	N	N	P	N	N	N	P	P	N	C
Support Activities for Transportation	488	N	N	N	N	N	N	P	P	N	C
Motor Vehicle Towing	488410	N	N	N	N	N	N	C	C	N	C
US Postal Service	491	N	N	P	N	P	P	P	P	N	P
Warehousing and Storage	493	N	N	N	N	N	N	P	P	N	C
Sector 51: Information											
Publishing Industries	511	N	N	N	N	N	N	P	P	N	P
Motion Pictures and Sound Industries	512	N	N	N	N	N	N	P	P	N	P
Motion Picture Theaters	512131	N	N	N	N	N	N	P	N	N	N
Broadcasting and Telecommunications	513	N	N	N	N	N	P	P	P	N	P
Communication Towers and Ant. (Article 11:7.12)	5131	C	C	C	C	C	C	C	C	C	C
Information Services and Data Processing	514	N	N	N	N	N	P	P	P	N	P
Libraries (Article 11:7.13)	51412	C	C	N	N	P	P	P	P	N	N
Sector 52: Finance and Insurance											
Banks	521	N	N	N	N	P	P	P	P	N	N
Credit Intermediation	522	N	N	N	N	N	P	P	P	N	N
Pawn Shops	522298	N	N	N	N	N	N	P	N	N	N
Security and Commodity Contracts, and Financial Investments	523	N	N	N	N	P	P	P	P	N	N
Insurance Carriers and Related Activities	524	N	N	N	N	P	P	P	P	N	N
Funds, Trust, and Other Financial Vehicles	525	N	N	N	N	P	P	P	P	N	N
Sector 53: Real Estate, Rental and Leasing											
Real Estate	531	N	N	N	N	N	P	P	P	N	N
Mini-Warehouses (Article 11:7.14)	53113	N	N	N	N	N	N	C	P	N	C
Offices of Real Estate Agents and Brokers	5312	N	N	N	N	P	P	P	P	N	P
Rental and Leasing Services	532	N	N	N	N	N	P	P	N	N	P
Video Tape Rental	53223	N	N	N	N	N	P	P	N	N	N
Sector 54: Professional, Scientific, and Technical Services											
Professional, Scientific, Technical Services	541	N	N	N	N	P	P	P	P	N	P
Display Advertising - Signs	54185	See Article 15									
Veterinary Services	54194	N	N	N	N	P	P	P	N	N	P
Sector 55: Management of Companies and Enterprises											
Management of Companies and Enterprises	551	N	N	N	N	P	P	P	P	N	P

Adopted Nov. 13, 2007, Rev. May 04, 2009, Rev. Oct. 5, 2009, Rev. April 18, 2011, Rev. October 3, 2011, Rev. March 5, 2012, Rev. Sept. 17, 2012, Rev. Oct. 1, 2013, Rev. Oct. 1, 2014, Rev. Oct. 1, 2015, Rev. Oct. 1, 2016, Rev. Oct. 1, 2017, Rev. Oct. 1, 2018, Rev. Oct. 1, 2019, Rev. Oct. 1, 2020, Rev. Oct. 1, 2021, Rev. Oct. 1, 2022, Rev. Oct. 1, 2023, Rev. Oct. 1, 2024, Rev. Oct. 1, 2025, Rev. Oct. 1, 2026

Planning Commission Recommendation

This proposed ordinance was reviewed by the Planning Commission at their August 11, 2026 Planning Commission Meeting and the Planning Commission recommends approval of the 1 year moratorium, invoking the pending ordinance doctrine, allowing staff adequate time to research

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

Attachments:

Ordinance

JASPER COUNTY, SOUTH CAROLINA

ORDINANCE # O-2026-35

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

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

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

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

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

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

WHEREAS, Jasper County Council believes that time is needed so that Jasper County Council and staff can study the impacts of data centers, data processing facilities, crypto mining, and any other uses associated with data processing facilities on communities, and develop reasonable regulations that will promote the safety and wellbeing of its citizens; and

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

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

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

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

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

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

b. ‘Crypto Mining’ A Crypto Mining center (or farm) is a specialized, industrial-scale facility containing a large number of high-powered computers—usually Application-Specific Integrated Circuits (ASICs) or powerful GPUs—dedicated solely to validating blockchain transactions and generating new cryptocurrency units, such as Bitcoin. These centers operate 24/7, requiring significant, constant electricity for processing and intense cooling systems. Its purpose is primarily to solve complex cryptographic algorithms (Proof of Work) to earn cryptocurrency rewards.”

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

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

5. Pending Ordinance Doctrine. This Ordinance is subject to the Pending Ordinance Doctrine. the provisions of this Ordinance shall be effective under the pending ordinance doctrine from the date of approval of the first reading and the announcement of the Council's intention to hold a public hearing, and any permit, application or plat accepted for filing by the Department of Planning and Building Services will be deemed in error, null and void, and of no effect whatsoever.

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

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

Jasper County, South Carolina

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

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

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

Date

ORDINANCE: # O-2026-35

First Reading: September 8, 2026

Second Reading: September 21, 2026

Third Reading: October 5, 2026

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

CONSENT AGENDA

ITEM # 5D



Jasper County Engineering Services

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

Presentation and Consideration of Approval of Bids for 57 Stone.

Meeting Date:	October 5, 2026
Item Number	5D
From	Jim Iwanicki, P.E. Director of Engineering Services
Subject:	Presentation and Consideration of Approval of Bids for 57 Stone.
Recommendation:	Award IVTB #2026-20 #57 Stone bid to J.R. Wilson Construction Co., Inc, of Varnville, SC at \$69.25 per ton, delivering approximately 4,332.13 tons of #57 stone at a cost of +/- \$300,000.00.

Description:

Four bids were received on September 23, 2026, at 1:00pm for IVTB #2026-20 #57 Stone. The #57 stone is being purchased to maintain gravel roads under the jurisdiction of Jasper County. The Jasper County Transportation Committee awarded Jasper County a \$300,000 C fund grant to purchase #57 stone in June of 2026. Therefore, the purchase is funded through the grant fund 255-081-2619.

Company	Bid/Ton	Tons	Total
J.R. Wilson Construction Co, Inc Varnville, SC	\$69.25	4,332.13	\$300,000.00
Golden Line Construction & Remodeling Camden, SC	\$73.48	4,082.74	\$299,999.74
Bravo 3 Partners LLC Sheridan, Wyoming (7% Upfront Price)	\$83.47	3,594.11	\$300,000.36
Kariba Systems Inc. Boise, ID	\$93.57	3,206.16	\$300,000.39

Recommendation:

Award IVTB #2026-20 #57 Stone bid to J.R. Wilson Construction Co., Inc, of Varnville, SC at \$69.25 per ton, delivering approximately 4,332.13 tons of #57 stone at a cost of +/- \$300,000.00.

Attachments:

IVTB #2026-20
Bids



**INVITATION TO BID
IVTB #2026-20
#57 STONE
JASPER COUNTY, SOUTH CAROLINA
AUGUST 19, 2026**

Notice is hereby given that sealed bids will be received for **#57 Stone** by Jasper County, South Carolina, (the "County") until **Wednesday, September 23, 2026, at 1:00 p.m.** at which time all bids will be publicly read aloud in the Jasper County Council Chamber.

To be deemed "received," the Bid may be submitted electronically through the County's vendor registration webpage to ensure that it remains sealed until the scheduled Bid reading date and time. A link to the County's vendor registration webpage may be found under Bids & Solicitations on the County's website at www.jaspercountysc.gov/services/bids-and-solicitations/.

The Bid may also be submitted via mail or hand delivered in a sealed envelope to the address below with **"#57 STONE IVTB #2026-20"** written on the outside of the envelope or package. It must be received no later than **1:00 p.m. on Wednesday, September 23, 2026**. Bidders choosing to submit a hard copy should submit an original and two copies. Any Bid submitted or delivered after the above time will **NOT** be accepted under any circumstances. Jasper County is not responsible for late submissions caused by delays in mail delivery or a delay in any other method of delivery.

The Bid can be mailed or hand delivered to:

Kimberly Burgess, Dir., Administrative Services
Jasper County Government Building
358 Third Avenue, Suite 304
PO Box 1194
Ridgeland, SC 29936

The Bid opening will take place in the Jasper County Council Chamber located at:

Clementa C. Pinckney
Jasper County Government Building
358 3rd Avenue, Third Floor
Ridgeland, SC 29936

The County's point of contact for this project is:

Valerie Chism
843-726-7740
vchism@jaspercountysc.gov



**INVITATION TO BID
IVTB #2026-20
#57 STONE
JASPER COUNTY, SOUTH CAROLINA
AUGUST 19, 2026**

DESCRIPTION OF WORK

Jasper County is seeking unit cost bids for #57 Stone, including delivery, for purchases totaling up to \$300,000.00.

Bidders shall provide a unit price per ton for #57 Stone. The unit price must include all delivery fees and applicable state (6%) and local (3%) sales taxes.

The County may purchase quantities as needed, up to an aggregate amount of \$300,000.00, based on the unit price submitted.

QUESTIONS

Any questions regarding this Bid must be submitted in writing via email to vchism@jaspercountysc.gov or through the BidNet Direct vendor registration portal link located on Jasper County's Bids and Solicitations webpage, <https://www.jaspercountysc.gov/services/bids-and-solicitations/> **NO LATER than Monday, September 14, 2026, by 12:00 pm.**

All submitted questions will be addressed and posted on Jasper County's Bids and Solicitations webpage and the BidNet Direct vendor registration portal by end of day **Wednesday, September 16, 2026.**

BIDDER INSTRUCTIONS

Bids should be typed on company letterhead or on a document which provides the Bidder's name, address, phone number, and other pertinent contact information including the bid number "**#57 STONE IVTB #2026-20**".

The successful Bidder will be required to provide an Internal Revenue Service Form W-9, and if the vendor performs any work on County property, a certificate of insurance with evidence of liability and workers compensation coverage in the amounts listed below.

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid reading. Jasper County (the Owner) reserves the right to cancel this solicitation, or all Bids may be rejected, including without limitation, the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. The Owner also reserves the right to waive all informalities not involving price, time, or changes in the work and to negotiate contract terms with the successful Bidder.



**INVITATION TO BID
IVTB #2026-20
#57 STONE
JASPER COUNTY, SOUTH CAROLINA
AUGUST 19, 2026**

INSURANCE REQUIREMENTS

The successful Bidder shall be required to provide proof of insurance in the following amounts.

- a. **Workers' Compensation** - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the OWNER and its agents, employees and officials.
- b. **Commercial General Liability** - The vendor shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- c. **Business Automobile Liability** - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.



Jasper County Engineering Services

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

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

Jasper County Council

Presentation and Consideration of Approval of Bids for 57 Stone.

Meeting Date:	October 5, 2026
Item Number	5D
From	Jim Iwanicki, P.E. Director of Engineering Services
Subject:	Presentation and Consideration of Approval of Bids for 57 Stone.
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Attachments:

IVTB #2026-20
Bids



Jasper County Bid Sheet

Name of Bid/RFP/RFQ: #57 STONE

IVTB/RFP/RFQ #: IVTB #2026-20

Closing Date and Time: 9/16/2026 13:00

Company Name	Address	Amount of Bid	Remarks/Total
J R Wilson Construction Co. Inc	1505 Yemassee Hwy PO Box 919 Vernille SC 29944	\$69.25 / Ton	Hand Delivered
Beavo 3 Partners LLC	1116 N. Main St. Sheridan, Wyoming 8200	\$83.47 / Ton w/ Discount IF paid upfront \$89.75 / Ton	Electronic
Golden Line Const & Remodeling LLC	PO Box 2502 Bluffton SC 29910	\$73.48 / Ton	48 hrs notice min 18 tons/delivery Electronic
Kareba Systems Inc	4569 N Creswell Pl. Boise ID 83713	\$93.57 / Ton	Electronic

J.R. WILSON CONSTRUCTION CO., INC.

Tel: (803) 943-3311
Toll Free: (877) 943-3361
Fax: (803) 943-3694



1505 Yemassee Hwy
P O Box 919
Varnville, S. C. 29944

To: Jasper County	Contact: Kimberly Burgess
Address: 358 Third Ave., P.O. Box 1149 Ridgeland, SC 29936	Phone: 843-726-7740
	Email:
Project Name: Jasper County #57 Stone Bld 9.23.26	Bid Number: #57 Stone IVTB #2026-20
Project Location: Ridgeland, SC	Bid Date: 9/23/2026

Item Description	Unit Price	Total Price
#57 Stone	\$53.33	\$53.33
Freight	\$10.20	\$10.20
Jasper County Sales Tax On Material & Freight @ 9 %	\$5.72	\$5.72

Total Bid Price: \$69.25

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

J.R. Wilson Construction Co.

Authorized Signature: 

Estimator: 



Women-Owned Small Business (WOSB)
SBA Certified
UEI JJQ6BLD9W4F8
CAGE code 9QR57

September 23, 2026

Jasper County, SC
358 3rd Avenue, Third Floor
Ridgeland, SC 29936

RE: IVTB #2026-20 – #57 STONE

Golden Line Design and Remodeling LLC is pleased to submit our bid for IVTB #2026-20 – #57 Stone.

Bid Item	Unit Price
#57 Stone	\$ 73.48 per ton

The unit price includes #57 stone granite, applicable sales taxes, transportation, and delivery to:

Jasper County Engineering Services
623 Live Oak Road
Ridgeland, SC 29936

Golden Line Design and Remodeling LLC is prepared to provide material as requested by Jasper County and coordinate deliveries according to the County's needs.

Delivery Terms: A minimum of 48 hours' advance notice is required for each delivery request. Each delivery request shall be for a minimum of 18 tons.

We appreciate the opportunity to submit our bid and look forward to working with Jasper County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Roxana Vortisch', is written over a faint, large, stylized 'G' watermark.

Roxana Vortisch
Golden Line Construction & Remodeling LLC
roxanav@goldenlinesc.com
P.O. Box 2502 | Bluffton, SC 29910

BRAVO 3 PARTNERS LLC

SDVOSB | CAGE: 17KA4 | UEI: YXTGGX2S21K1

Jasper County, South Carolina - IVTB #2026-20

#57 Granite Stone - Unit Price Proposal

Pricing Item	Per Ton
Regular Bid Price - delivered, taxes included	\$89.75
7% Upfront Payment Discount	-\$6.28
Discounted Price if Paid Upfront	\$83.47
Customer Savings	\$6.28 per ton

Contract Ceiling Illustration

County maximum aggregate purchases	\$300,000.00
Approx. tons at \$89.75/ton	3,342.6 tons
Approx. tons at \$83.47/ton	3,594.2 tons

Pricing is quoted per ton for #57 granite stone and is intended to include delivery to 623 Live Oak Rd., Ridgeland, SC 29936, plus the applicable 6% state and 3% local sales taxes required by the solicitation. Jasper County may order quantities as needed up to an aggregate purchase amount of \$300,000; the full amount is not guaranteed.

Upfront payment option: If Jasper County pays in full upfront for an order, Bravo 3 Partners LLC offers a 7% discount, reducing the unit price from \$89.75 to **\$83.47 per ton**, a savings of **\$6.28 per ton**.

Bravo 3 Partners LLC

John J. Granville, Managing Member / CEO

808-498-6481 | john@bravo3partners.com

Note: This pricing sheet is a customer-facing proposal summary. Final pricing remains subject to supplier availability, confirmed freight capacity, and the solicitation's final terms.

BRAVO 3 PARTNERS LLC

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)

Government Procurement | Supply | Delivery | Contract Coordination

Managing Member / CEO John J. Granville	Phone 808-498-6481	Email john@bravo3partners.com
UEI YXTGGX2S21K1	CAGE 17KA4	Business Status SDVOSB

COMPANY OVERVIEW

Bravo 3 Partners LLC is a Service-Disabled Veteran-Owned Small Business specializing in government procurement, material sourcing, supply, delivery coordination, and contract fulfillment. Led by a U.S. Marine Corps veteran, Bravo 3 Partners works with qualified manufacturers, distributors, and subcontractors to support federal, state, county, municipal, education, and other public-sector customers.

CORE CAPABILITIES

- Government procurement and contract fulfillment
- Building, construction, concrete, cement, industrial, maintenance, and general commodity supplies
- Manufacturer and distributor sourcing
- Freight, palletized delivery, and rush-order coordination
- Subcontractor and supplier management
- Quality control, specification review, and order verification

RELEVANT CONTRACT EXPERIENCE

- Two government concrete-material supply contracts
- 20-foot storage container supply contract
- Paper clip / office supply contract
- Video game supply contract
- Additional government material and commodity procurement

CURRENT REQUIREMENT - USG STRUCTO-LITE

Brand Name Only / No Substitutes: USG Structo-Lite 50-lb Basecoat Plaster. Bravo 3 Partners is positioned to coordinate sourcing and rush delivery of 160 bags (4 pallets at 40 bags per pallet), with delivery charges and estimated time of arrival identified in accordance with the solicitation requirements.

WHY BRAVO 3 PARTNERS

Bravo 3 Partners combines the responsiveness of a veteran-owned small business with a supplier and subcontractor sourcing model designed to meet government specifications, delivery schedules, brand-name requirements, and documentation needs.

SDVOSB | Veteran-Owned | Government Contractor

BRAVO 3 PARTNERS LLC | John J. Granville, Managing Member / CEO
808-498-6481 | john@bravo3partners.com | UEI: YXTGGX2S21K1 | CAGE: 17KA4

**Kariba Systems Inc.
Proposal**

Kariba Systems Inc.
4569 N Creswell PL,
Boise, ID 83713 USA
Phone: (617)861-0600
EIN: 81-1087520
Cage: 7KMZ1

**Jasper County, South Carolina
Administrative Services / Procurement**

IVTB #2026-20 - #57 STONE

KARIBA SYSTEMS INC.

September 23, 2026

Jasper County, South Carolina
Administrative Services / Procurement
358 Third Avenue
Ridgeland, SC 29936

RE: BID PROPOSAL - IVTB #2026-20 - #57 STONE

To Jasper County Procurement:

Kariba Systems Inc. is pleased to submit this proposal in response to Jasper County Invitation to Bid IVTB #2026-20 for #57 Stone. Kariba proposes to furnish and deliver granite-based #57 stone to 623 Live Oak Road, Ridgeland, South Carolina 29936, on an as-needed basis in accordance with the solicitation and Addendum #1.

PRICE PROPOSAL

Item	Unit	Delivered Unit Price	Pricing Basis
#57 Granite Stone	Ton	\$93.57 per ton	Delivered; includes 6% SC state sales tax + 3% local sales tax (9% total)

MATERIAL AND DELIVERY

Material: Granite-based #57 stone.

Delivery Location: 623 Live Oak Road, Ridgeland, SC 29936.

Delivery Basis: As needed, in accordance with Jasper County's orders and delivery requirements.

Payment Terms: Biweekly based on delivery of stone, consistent with Addendum #1.

Product Documentation: Product data for the proposed #57 granite stone is available and may be provided with this proposal.

ADDENDUM ACKNOWLEDGEMENT

Kariba Systems Inc. acknowledges receipt and review of Addendum #1, Questions and Answers, for IVTB #2026-20. The proposal reflects the County's clarification that the material is granite based, payment will be made biweekly based on delivery of stone unless otherwise specified in the proposal, and the delivery address is 623 Live Oak Road, Ridgeland, SC 29936.

PROPOSAL TERMS

The unit price above is offered as a delivered price per ton and includes the 9% sales tax specified for this bid. This proposal is submitted subject to the terms and conditions of IVTB #2026-20 and Addendum #1. Kariba Systems Inc. will coordinate deliveries with Jasper County as orders are released.

Thank you for the opportunity to provide this proposal to Jasper County.

Respectfully submitted,

Company:

Kariba Systems Inc.

Authorized By:

Mahmod Kaluss

Signature:



Date:

September 23, 2026



Port Wentworth Railyard

Product Data Sheet

9/17/2026

Properties		Material Type: Granite
Particle Size Distribution, Percent Passing		Warrenton
		#57
ASTM C136	1 1/2" (38.1mm)	100.0
ASTM C136	1" (25.4mm)	97.0
ASTM C136	3/4" (19.0mm)	70.6
ASTM C136	1/2" (12.5mm)	35.3
ASTM C136	3/8" (9.5mm)	17.0
ASTM C136	#4 (4.75mm)	3.2
ASTM C136	#8 (2.36mm)	1.4
ASTM C136	Fineness Modulus (FM)	7.06
Physical Properties		
ASTM C127	Absorption, %	0.48
ASTM C127	Bulk Specific Gravity (Dry, Gsb)	2.666
ASTM C127	Bulk Specific Gravity (SSD)	2.653
ASTM C127	Apparent Specific Gravity (Gsa)	2.687
ASTM C29	Unit Weight (Loose), lb/ft ³	92.4
ASTM C29	Unit Weight (Rodded), lb/ft ³	100.1
AASHTO T330	Methylene Blue Value, mg/g	1.00
ASTM C88	Magnesium Sulfate Soundness, % Loss	0.2
ASTM C131	LA Abrasion, % Loss	36.5
ASTM D6928	Micro-Deval, % Loss	7.2
ASTM D5821	Fractured Particles, one face, %	100
ASTM D5821	Fractured Particles, two faces, %	100
ASTM D4791	Flat and Elongated, 3:1, %	10.4
ASTM D4791	Flat and Elongated, 5:1, %	0.0
ASTM C142	Clay Lumps and Friable Particles, %	0.03
Geotechnical Properties		
ASTM D4318	Liquid Limit	Non-Plastic
ASTM D4318	Plastic Limit	Non-Plastic
ASTM D4318	Plasticity Index	Non-Plastic

Martin Marietta is providing these test results for information purposes only. There are a variety of tests that can be used in connection with determining suitability of aggregates in specific applications and a variety of methods to mitigate potential degradation and deterioration depending upon the end use of the product and other circumstances. Nothing in this letter or report represents or warrants (1) the reliability of the tests used herein (2) whether other tests would be more appropriate or reliable, and/or (3) whether any mitigation factors referenced in this letter or report are effective or the most appropriate, all of which you would determine based on the end use and other factors. MARTIN MARIETTA AND ITS AFFILIATES HEREBY EXCLUDES ANY AND ALL WARRANTIES OF MERCHANTABILITY AND ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE PERFORMANCE OF ITS AGGREGATES.

AGENDA ITEMS:

Item # 6 Proclamations: None

Item # 7 Presentations: None

AGENDA

ITEM # 8

Citizen Comments

AGENDA

ITEM # 9A



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	October 5, 2026
Agenda Item:	9.A
Project:	New River Boat Landing 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 R-2026-48
Recommendation:	Approve a Resolution to authorize the County Administrator to sign acceptance of a certain right-of-way known as New River Boat Landing from the South Carolina Department of Transportation

Description:

The Jasper County Council desires to accept the portion of the Right-Of Way known as New River Boat Landing 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 New River Boat Landing County Park.

Staff Recommendation:

Approve a Resolution to authorize the County Administrator to sign acceptance of a certain right-of-way at New River Boat Landing from the South Carolina Department of Transportation.

Attachment(s):

Resolution R-2026-48
Draft SCDOT ROW Agreement

JASPER COUNTY, SOUTH CAROLINA

RESOLUTION NUMBER R-2026-48

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A CERTAIN RIGHT-OF-WAY ON SC-27-218, KNOWN AS NEW RIVER BOAT LANDING, 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-27-218 / No Name Road (aka New River Boat Landing) (the “**Road**”) running from South Carolina Highway 46 to New River Boat Landing along the New River, as more specifically shown and described on **Exhibit A**, attached hereto and incorporated herein by this reference; 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, pursuant to Chapter 25 of the Jasper County Code of Ordinances and Section 5.8 of the Jasper County Land Development Regulations, official action of County Council by resolution is required to accept the offer of dedication to the County as a public street; 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.

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 dedication of the Road as shown and described on **Exhibit A** from SCDOT for County control and maintenance pursuant to Section 57-17-20 of the South Carolina Code of Laws, 1976, and in accordance with Chapter 25 of the Jasper County Code of Ordinance and Section 5.8 of the Jasper County Land Development Regulations.

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 5th day of October, 2026, in meeting duly assembled.

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

ATTEST:

Wanda H. Giles
Clerk to County Council

Resolution R-2026-48
Adopted: October 5, 2026

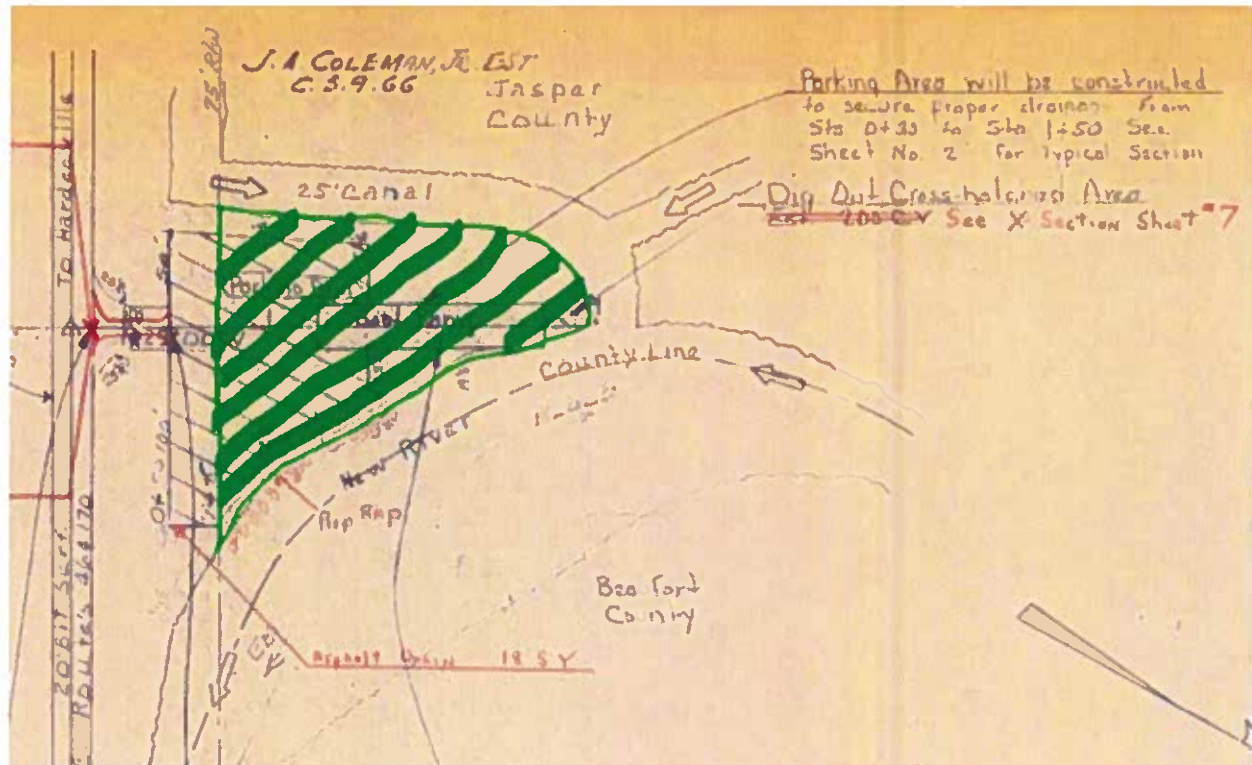
Reviewed for form and draftsmanship by the interim Jasper County Attorney.

Burr & Forman LLP
Walter J. Nester, III
Partner

Date

Exhibit A

SCOOT to transfer section 0.000 MP to 0.036 MP (approximately 190 feet) of No Name Rd.
SCDOT to retain 75 the foot of ROW of SC-46.



**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-27-218 ROAD NAME: No Name Road
LENGTH TO BE TRANSFERRED: 0.036 MILES
BEGINNING POINT: 0.000 ENDING POINT: 0.036

DESCRIPTION: (PLEASE ATTACH LOCATION MAP)

Transfer no name road, S-27-218, and all property described on the attached documents, to Jasper County. Area is locally known as the New River Boat Landing.

ACCEPTANCE OF MAINTENANCE RESPONSIBILITY

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: Jasper County Council

PLEASE TYPE OR PRINT

NAME: James Iwanicki

PLEASE TYPE OR PRINT

TITLE: Interim County Administrator

PLEASE TYPE OR PRINT

ADDRESS: 358 Third Ave., P.O. Box 1149

Ridgeland, SC 29936

SIGNED: _____

DATE: _____

CONTACT PHONE NUMBER: 843-717-3690

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: Urban Local

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

SCDOT to transfer the no name road S-27-218, and all property described on the attached condemnation deed, and shown on the attached pdfs, to Jasper County. The logmile pdf does not show the entire length of the road that was condemned in 1966. The ITMS map pdf does not show the RW retained in the condemnation deed. SCDOT will retain the 75 foot RW of SC-46 described in the condemnation deed.

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: _____ DATE: _____
(DEA or Director)

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

APPROVED: _____ DATE: _____
DIRECTOR OF ROAD DATA SERVICES OR DESIGNEE

AGENDA

ITEM # 9B



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	Oct. 5, 2026
Agenda Item:	9.B
Project:	Funding request to support three opioid recovery initiatives focused on public education and outreach, opioid data tracking and awareness, and expanded access to preventive medications.
Request:	Consideration of Resolution R-2026-67 to authorize the submission of three opioid recovery projects for funding consideration in an amount up to \$230,000.
Action Needed:	Consideration of Resolution R-2026-67
Recommendation:	Staff recommends approval of Resolution R-2026-67 and authorization to submit the funding applications.

Description:

Three opioid recovery initiatives designed to increase public education and awareness, track opioid use and trends, coordinate community outreach efforts, and expand access to preventive medications throughout Jasper County.

Staff Recommendation:

Staff recommends approval of Resolution R-2026-67 authorizing Jasper County to submit the three (3) proposed projects to the South Carolina Opioid Recovery Fund Board for funding consideration in an amount up to \$230,000 and authorizing the County Administrator to complete and submit all necessary applications and related documentation.

Attachment(s):

Resolution #R-2026-67
Draft Application

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-67**

RESOLUTION FOR COUNTY COUNCIL TO SUBMIT THREE (3) PROJECTS FOR FUNDING CONSIDERATION TO THE SOUTH CAROLINA OPIOID RECOVERY FUND BOARD IN THE TOTAL AMOUNT OF UP TO \$230,000 TO PROVIDE PUBLIC OUTREACH AND EDUCATION MEDIA CAMPAIGN, TRACK OPIOID USAGE AND STATISTICAL CHANGE, COORDINATE AWARENESS, AND EXPAND THE DISTRIBUTION OF PREVENTIVE MEDICINES, AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SUBMIT THE APPLICATION AND RELATED DOCUMENTS AND OTHER MATTERS RELATED THERETO

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

WHEREAS, the County is a recipient of Opioid Settlement Funds (the “**Funds**”) made available annually to South Carolina counties through the South Carolina Opioid Recovery Fund Board (“**SCORF**”); and

WHEREAS, SCORF is designed to provide assistance to local governments for the outreach and education of South Carolina citizens affected by drug addictions and to prevent drug overdoses; and

WHEREAS, the County has participated in this SCORF program for six (6) years, and has used the Funds to initiate a public outreach and education media campaign, track opioid usage and statistical changes, and coordinate awareness; and

WHEREAS, the available balance earmarked for the County is currently \$516,513.88; and

WHEREAS, unused Funds after three (3) years must be returned to SCORF; and

WHEREAS, the County has \$ 227,491.32 in funds that are due to expire on December 31, 2026 if not utilized; and

WHEREAS, the County desires to implement multiple projects designed to continue providing public outreach and education media campaigns, tracking opioid usage and statistical changes, coordinating awareness, and expanding the distribution of preventive medicines; and

WHEREAS, the County desires to address these needs by submitting three (3) grant applications to the SCORF Board before the end of 2026.

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

1. County Council hereby approves the submittal of three (3) grant requests to SCORF for the use of Opioid Settlement Funds to pay for the following projects: (1) public outreach and education media campaign; (2) tracking opioid usage and statistical changes and coordinate awareness and; (3) expanding the distribution of preventive medicines.
2. It is the specific intent of County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Jasper County Code of Ordinances.
3. The County Administrator is hereby authorized and directed to do any and all further acts and actions necessary to implement and carry out the terms and provisions of this Resolution, so long as such acts are reasonably related to the contents and terms of this Resolution.
4. The County Administrator shall be and is authorized to prepare and submit a South Carolina Opioid Recovery Fund (SCORF) Application for grant funds in the amount of up to \$230,000 to fund the Projects.
5. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
6. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
7. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

Signatures on following page

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

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

ATTEST:

Wanda H. Giles
Clerk to Council

Resolution R-2026-67
Adopted: _____, 2026

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

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

Date

AGENDA

ITEM # 9C



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:	Oct. 5, 2026
Agenda Item:	9.C
Project:	The creation and adoption of the Interim Greenbelt Fund Project Application and Project Scorecard.
Request:	Consideration of Resolution R-2026-68 to adopt the Interim Greenbelt Fund Project Application and Interim Project Scorecard.
Action Needed:	Consideration of Resolution R-2026-68
Recommendation:	Staff recommends approval of the Interim Greenbelt Fund Project Application and Project Scorecard.

Description:

Adoption of the Interim Greenbelt Fund Project Application and Interim Project Scorecard to establish the initial application and evaluation process for projects submitted under the Jasper County Greenbelt Program.

Staff Recommendation:

Staff recommends approval of Resolution R-2026-68 adopting the Interim Greenbelt Fund Project Application and Interim Project Scorecard.

Attachment(s):

Resolution #R-2026-68
Draft Project Application
Draft Project Scorecard

**JASPER COUNTY, SOUTH CAROLINA
RESOLUTION NUMBER R-2026-68**

**RESOLUTION OF JASPER COUNTY COUNCIL TO ADOPT THE
INTERIM GREENBELT FUND PROJECT APPLICATION AND
INTERIM PROJECT SCORECARD, AND MATTERS RELATED
THERE TO**

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

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

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

WHEREAS, Section 25-146 and Section 25-148.A.3 of the Jasper County Code of Ordinances, Greenbelt Program, authorized the Greenbelt Advisory Committee to prepare Policies and Procedures, including project applications and scoring criteria; and

WHEREAS, at their regularly scheduled meeting on September 18, 2026, the Greenbelt Advisory Committee approved Interim Greenbelt Fund Project Application and Interim Project Scorecard and recommended approval of the same to the County Council.

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

1. It is the specific intent of County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Jasper County Code of Ordinances.
2. The County, acting by and through its County Council, hereby approves the Interim Greenbelt Fund Project Application and Interim Project Scorecard attached hereto as **Exhibit “A”** and incorporated herein.

3. The County Administrator is hereby authorized and directed to do any and all further acts and actions necessary to implement and carry out the terms and provisions of this Resolution, so long as such acts are reasonably related to the contents and terms of this Resolution.
4. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
5. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
6. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

Signatures on following page

RESOLVED this 5th day of October, 2026, in meeting duly assembled.

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

ATTEST:

Wanda H. Giles
Clerk to Council

Resolution R-2026-68
Adopted: October 5, 2026

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

Greenbelt Fund Project Application and Interim Project Scorecard
“Exhibit A”

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

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

Date

EXHIBIT “A”

Greenbelt Fund Project Application and Interim Project Scorecard

JASPER COUNTY GREENBELT INTERIM PROJECT SCORECARD

Project Name: Applicant: Landowner: Purchase Price: Water Frontage:	Budget Year: County: Type: Acres: Request:
---	--

1) CONSERVATION CRITERIA (MAX SCORE 30)

	Max	Score
Conservation Corridors	5	0
Ecological Conservation Priorities	5	0
Sustainable Forestry	5	0
Sustainable Agriculture	5	0
Water Resources	5	0
Public Trails and Vistas	5	0
TOTAL OBJECTIVE SCORE	30	-
		0.0

2) FINANCIAL CRITERIA (MAX SCORE 30)

Unrestricted FMV of Property	
Conservation Easement FMV	
Grant Request	
Bargain Sale Percentage	#DIV/0!
TOTAL FINANCIAL SCORE	#DIV/0!

3) OTHER CRITERIA (MAX SCORE 40)

	Max	Score
Public Access	10	0
Partnerships	5	0
Threat of Conversion	5	0
Historical and Cultural Resources	5	0
Unique Opportunity	15	0
TOTAL SUBJECTIVE SCORE	40	-

CUMULATIVE SCORE

CONSERVATION SCORE	0.0
FINANCIAL SCORE	#DIV/0!
OTHER SCORE	0
TOTAL SCORE	#DIV/0!

Conservation Objectives

or

Easement Terms

Subdivision:

Existing Structures:

Additional Structures:

Commercial Timber:

Other:

Subjective Criteria Notes

Public Access:

Partnerships:

Threat of Conversion:

Historical and Cultural Resources:

Unique Opportunity:

Jasper County Interim Greenbelt Fund Application

Project Name:

Project Type

- ☐ Conservation Easement Acquisition
- ☐ Fee Simple Purchase

Section 1: General Information

- 1) Provide an Executive Summary of the Project Concept (Max 500 words; use a separate attachment if necessary):
- 2) Describe how the Project will advance the following criteria, if applicable (100 words each, these can be discussed in a separate attachment)
 - a. Natural Resource Protection or Enhancement, including
 - i. Significant natural resources
 - ii. Wildlife habitat (identify any threatened or endangered species)
 - iii. Wetlands
 - iv. Water quality
 - v. Active greenspace
 - vi. Passive greenspace
 - vii. Heritage landscapes
 - viii. Scenic corridors
 - ix. Connectivity to protected lands
 - b. Plan Consistency, including how the Project will demonstrate consistency with
 - i. Adopted plans and policies, including the Jasper County Comprehensive Plan and Greenbelt plans
 - c. Transportation and Infrastructure Impacts, including how the Project will
 - i. Reduce vehicle miles traveled

- ii. Limit traffic congestion
 - iii. Lessen the need for future roadway or related public infrastructure improvements
 - iv. Improve boat landings
- d. Leveraging of Funds
 - i. Identify the availability, amount, and reliability of matching funds or other financial contributions that leverage Greenbelt Program funds
- e. Development Entitlements
 - i. For acquisitions involving existing development rights, describe the recency and scope of any zoning, annexation, or other development entitlements granted for the Property
- f. Farmland and Agricultural Resources
- g. If a conservation easement acquisition is proposed:
 - i. Identify and explain the conservation values in or on the Property to be preserved
 - ii. Provide evidence that development of the Property would result in adverse impacts to the environment or public infrastructure serving the Property
 - iii. Information that the character of the Property and its surrounding area would be threatened by proposed or possible future development
 - iv. Provide written confirmation that the Owner wishes to retain ownership of the Property
 - v. Confirm that public access to the Property is not required or desirable
 - vi. Identify the type of land designation
 - vii. Provide evidence of contribution of a minimum 25% match
 - viii. Demonstrate how the Eligible Recipient will provide expertise and financial resources to manage the Property for the purposes set forth in its Application
- h. If a fee simple purchase is proposed:
 - i. Does the property owner consent? If so, provide written confirmation.

- ii. Identify and explain the conservation values in or on the Property to be preserved
- iii. Confirm that public access to the Property is practicable, but not later than 5 years after acquisition
- iv. Provide evidence that development of the Property for public access, Active Greenspace and/or Passive Greenspaces use is desirable
- v. Provide information that development of the Property would result in adverse impacts to the environment or public infrastructure serving the Property
- vi. Identify any amounts to be contributed as matching funds
- vii. Demonstrate how the Eligible Recipient will provide expertise and financial resources to manage the Property for the purposes set forth in its Application

3) Property Size: _____ Acres

4) Property Address: _____

5) TMS / Parcel Number(s) _____

See <https://www.jaspercountysc.gov/services/maps-and-gis/>

6) Is the property under contract?

☐ Yes

☐ No

If yes, when is the contract expiration date? _____

7) Anticipated Closing Date: _____

Section 2: Applicant Information

8) Applicant Name: _____

9) Applicant Tax ID: _____

10) Applicant Project Contact: _____

11) Applicant Address: _____

12) Applicant Contact Email Address: _____

13) Applicant Contact Phone Number: _____

Section 3: Landowner Information

14) Landowner Entity Legal Name: _____

15) Landowner Address: _____

16) Landowner Email Address: _____

17) Landowner Phone Number: _____

Section 4: Maps and Photos:

18) Include two photos that show the most relevant features of the project.

19) Provide at least one detailed map that places the project in context with the important conversation, access, and/or economic features.

Section 5: Financial:

Property Values

20) a) Total Appraised Value of Property: \$ _____

Answer below for conservation easement projects:

b) Total Appraised Value of Encumbered Property: \$ _____

c) Total Appraised Value of Conservation Easement: \$ _____

$$7a - 7b = 7c$$

21) Purchase Price: \$ _____

22) Bargain Amount \$ _____

$$\text{Bargain} = \text{Appraised Value} - \text{Purchase Price}$$

Funding Strategy

23) Jasper County Greenbelt Grant Request Amount: \$ _____

24) SC Conservation Bank Request Amount (if applicable) \$ _____

25) Private Philanthropy Request: \$ _____

26) Other Funding Requests

_____ \$ _____

_____ \$ _____

_____ \$ _____

27) Partnerships: List the primary partners in this project and describe their roles.

(Max 250 words; these may be discussed with the Executive Summary)

Section 6 Public Access

28) What is the extent of Public Access to the property?

- ☐ Yes, Always Open and Accessible
- ☐ Yes, By Appointment or Irregular
- ☐ No Public Access

a) If the answer to the above is "Yes" please described the extent of the public access, including any limitations thereon.

Section 7: Threat of Conversion

29) What is the perceived threat that the site will be converted from its current state?

- ☐ High
- ☐ Medium
- ☐ Low

30) Describe the primary threats of conversion (max 100 words)

Section 8: Opportunities

31) To what degree could this project encourage recreational activities, including heritage tourism?

- ☐ High
- ☐ Medium
- ☐ Low

32) Describe how the project encourages recreational activities, including heritage tourism (max 100 words)?

33) To what degree does the project mitigate worsening vehicular traffic?

- ☐ High
- ☐ Medium
- ☐ Low

34) Describe the project's impact on reducing traffic congestion (Max 100 words)

35) To what degree could this project protect important farmland?

- ☐ High
- ☐ Medium
- ☐ Low

36) Describe the project's impact on protecting important farmland (max 100 words)

37) To what degree could this project protect significant historic properties or cultural resources, including scenic corridors and Heritage Landscapes?

- ☐ High
- ☐ Medium
- ☐ Low

38) Describe the project's impact on protecting important historic properties or cultural resources, including scenic corridors or Heritage Landscapes. What is the overall condition of any historic structures or cultural resources on the site? (max 100 words).

39) To what degree could this project generate economic opportunities?

- ☐ High
- ☐ Medium
- ☐ Low

40) Describe economic opportunities provided by the project.

AGENDA

ITEM # 10A



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	October 5, 2026
Agenda Item:	10.A
Project:	Approval of 2 nd reading for the sale of Approximately 10 Acres of County-Owned Property at Cypress Ridge Business and Industrial Park.
Request:	County Council is requested to consider and approve, the 2 nd reading, an ordinance authorizing the sale of approximately ten (10) acres of County-owned property within the Cypress Ridge Business and Industrial Park to Six by Six Holdings, LLC for \$400,000.00.
Action Needed:	Approve Ordinance No. O-2026-32 on 2 nd reading authorizing the sale and approving the Agreement of Purchase and Sale.
Recommendation:	Staff recommends approval of Ordinance No. O-2026-32 on 2 nd reading, authorizing the sale of the property to Six by Six Holdings, LLC in accordance with the terms of the Agreement of Purchase and Sale.

Description:

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

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

Staff Recommendation:

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

Attachment(s):

Ordinance 2026-32
Draft Property Sales Agreement
Location Map

JASPER COUNTY, SOUTH CAROLINA

ORDINANCE NO. O-2026-32

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. Authorization of Sale

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

Section 2. Approval and Ratification of Purchase Agreement

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

Section 3. Final Legal Description and Acreage

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

Section 4. Authorization of Interim County Administrator

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

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

Section 5. Closing and Conveyance

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

Section 6. Purchase Price and Proceeds

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

Section 7. Conditions of Sale

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

Section 8. Severability

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

Section 6. Repealer

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

Section 7. Inconsistency

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

Section 9. Effective Date

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

JASPER COUNTY, SOUTH CAROLINA

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

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE: # O- 2026-32

First Reading: Sept. 21, 2026

Second Reading: Oct. 5, 2026

Public Hearing Oct. 5, 2026

Enactment: _____

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

PURCHASE AND SALE AGREEMENT.
"Exhibit A"

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

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

Date

Exhibit “A”

AGREEMENT OF PURCHASE AND SALE

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

RECITALS:

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

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

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

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

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

2.1 **Purchase Price.** The purchase price for the Property shall be Four Hundred Thousand and No/100 Dollars (\$400,000.00) (“**Purchase Price**”), to be paid as follows:

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

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

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

2.3 Earnest Money.

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

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

3. Survey.

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

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

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

4. **Inspection.**

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

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

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

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

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

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

5. Closing.

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

5.2 Closing Costs and Prorations.

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

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

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

5.3 Title.

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

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

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

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

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

5.4 Closing Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Seller's Representations.**

Seller represents without warranty to Purchaser as follows:

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

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

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

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

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

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

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

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

7. Purchaser's Representations.

Purchaser represents to Seller as follows:

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

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

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

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

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

8. General Provisions.

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

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

8.2 No Joint Venture; Third-Party Beneficiaries.

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

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

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

8.4 Default and Remedies.

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

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

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

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

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

If to Purchaser:

Six by Six Holdings, LLC
10876 N. Jacob Smart Boulevard
Ridgeland, SC 29936
Attention: James Welch
james.welch@salaciaconstruction.com

With a copy to:

Email: _____

If to Seller:

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

With a copy to:

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

If to Escrow Agent:

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION BEGINS ON THE FOLLOWING PAGE]

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

Witnesses:

SELLER:

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

By: _____ (SEAL)

Name: James Iwanicki

Its: County Administrator

Date: _____

PURCHASER:

Six by Six Holdings, LLC

By: _____ (SEAL)

Name: James Welch

Its: _____

Date: _____

ACKNOWLEDGMENT AND AGREEMENT OF ESCROW AGENT

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

ESCROW AGENT:

_____, PA

By:

Name: _____

Title:

EXHIBIT A
Legal Description
(Preliminary)



ADDENDUM # 1 TO AGREEMENT OF PURCHASE AND SALE

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

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

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

Signatures on following page

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

SELLER:

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

By: _____ (SEAL)

Name: James Iwanicki

Its: County Administrator

Date: _____

SIGNATURES CONTINUE ON
FOLLOWING PAGE

PURCHASER:

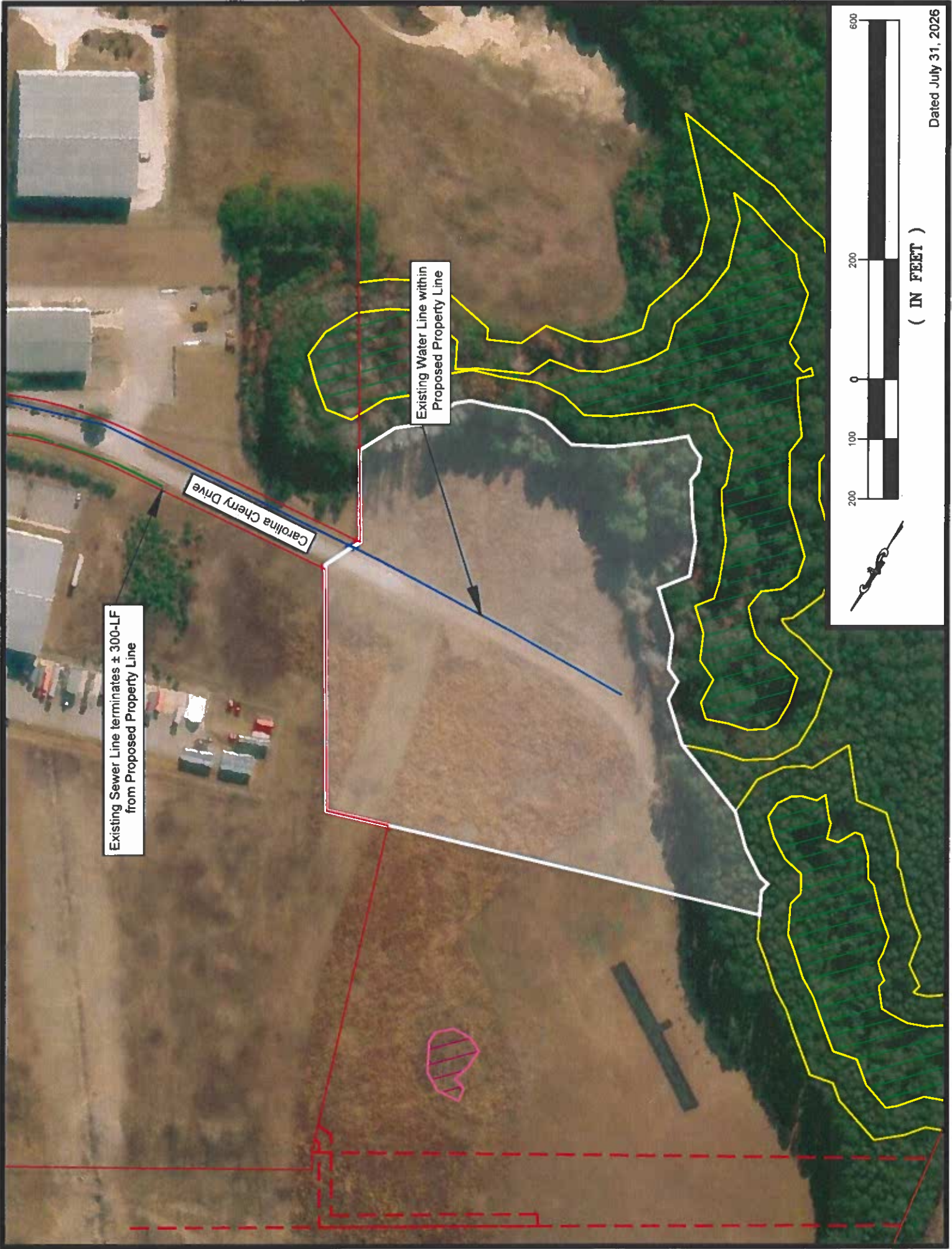
Six by Six Holdings, LLC

By: _____ (SEAL)

Name: James Welch

Its: _____

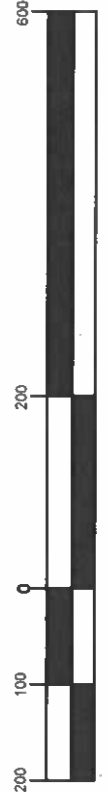
Date: _____



Existing Sewer Line terminates $\pm$ 300-LF
from Proposed Property Line

Carolina Cherry Drive

Existing Water Line within
Proposed Property Line



(IN FEET)

Dated July 31, 2026

AGENDA

ITEM # 10B



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	October 5, 2026
Agenda Item:	10.B
Project:	Lease of the Robertville Community Center to Beaufort-Jasper EOC for Head Start/Early Head Start services.
Request:	County Council is requested to consider Public Hearing and approval of the 2 nd reading of an Ordinance authorizing Jasper County to enter into a lease agreement with the Beaufort-Jasper Economic Opportunity Commission, Inc. (EOC) for the continued use of a portion of the Robertville Community Center located at 9731 Cotton Hill Road, Pineland, South Carolina, for operation of its Head Start/Early Head Start program.
Action Needed:	Approval of the 2 nd Reading of Ordinance: O-2026-33
Recommendation:	Staff recommends that County Council approve the 2 nd Reading of Ordinance O-2026-33, authorizing the lease agreement with the Beaufort-Jasper Economic Opportunity Commission, Inc. for continued use of the Robertville Community Center for Head Start/Early Head Start services.

Description:

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

Staff Recommendation:

Staff recommends that County Council approve 2nd reading of Ordinance O-2026-33 authorizing the lease agreement with the Beaufort-Jasper Economic Opportunity Commission, Inc. for continued use of the Robertville Community Center for its Head Start/Early Head Start program.

Attachment(s):

Ordinance 2026-33

Draft Lease Agreement

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

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

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

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

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

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

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

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

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

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

² *Id.*

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

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

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

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

Section 1. Ratification of the Findings

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

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

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

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

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

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

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

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

Section 3. Authorization for Lease

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

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

Section 4. Other Documents; Ratification of Prior Actions

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

Section 5. Severability

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

Section 6. Repealer

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

Section 7. Inconsistency

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

Section 8. Effect

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

JASPER COUNTY, SOUTH CAROLINA

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

ATTEST:

Wanda Simmons-Giles, Clerk to Council

ORDINANCE: # O- 2026-33

First Reading: Sept. 21, 2026

Second Reading: Oct. 5, 2026

Public Hearing Oct. 5, 2026

Enactment: _____

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

LEASE AGREEMENT.
"Exhibit A"

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

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

Date

EXHIBIT "A"

Lease Agreement

STATE OF SOUTH CAROLINA)

COUNTY OF JASPER)

LEASE AGREEMENT

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

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

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

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

5. **TENANT'S ALTERATIONS.** The Tenant may alter, replace or add to the improvements of the Leased Premises at its own expense, subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld or delayed.

6. **TRADE FIXTURES, BUSINESS EQUIPMENT, AND FURNISHINGS.** Tenant may install, at its expense and without Landlord's consent, trade fixtures, moveable office partitions, furniture and business equipment and other personal property, and may remove the same at any time. Any damage to the Leased Premises caused thereby shall be timely repaired by Tenant at its sole cost and expense. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Leased Premises.

7. **TENANT'S MAINTENANCE AND REPAIR OF PREMISES.**

a) Tenant agrees to maintain and repair the Leased Premises as follows: (i) Landlord shall keep the interior of the Leased Premises, including the plumbing, closets, pipes and electrical systems and fixtures in good order and condition, keep the water pipes and connections free of ice and other obstructions during the Term at Landlord's expense; (ii) Landlord shall keep the exterior woodwork freshly painted; (iii) Landlord shall keep the exterior walls, foundations, roof, sanitation system, water pipes and all outside plumbing and grounds, including routine lawn mowing and tree removal, in good repair; and (iv) Landlord shall maintain heating and air conditioning equipment by performing periodic inspections and servicing thereof. The Landlord shall repair or replace the equipment when necessitated by ordinary wear and tear.

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

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

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

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

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

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

10. **INSURANCE, INJURIES AND PROPERTY DAMAGE.**

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

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

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

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

11. INDEMNIFICATION. Tenant hereby indemnifies Landlord and agrees to save it harmless from and against all claims, actions, damages, liability and expenses, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or in any way relating to the occupancy or use by Tenant of the Leased Premises or any part thereof of any other part of Landlord's property, including, but not limited to, any act or omission of Tenant, its officers, agents, contractors or employees; any default, breach, violation or nonperformance of this Lease by Tenant; any injury to person or property or loss of life sustained in or about the Leased Premises, during the term of this Lease.

12. ASSIGNMENT OR SUBLEASE. Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, or by operation of law, and neither all nor any part of the Leased Premises shall be sublet by Tenant.

13. SIGNS. The Tenant shall not install any advertisements or signs on any part of the Leased Premises without the Landlord's written consent, which will not be unreasonably withheld or delayed. All signs shall comply with applicable zoning or other land use regulations.

14. QUIET POSSESSION. Subject to Tenant's obligation to remit timely payment of all required rent, perform and comply with all covenants and provisions of this Lease and further subject to all rights retained by the Landlord herein, the Tenant may quietly enjoy

the Leased Premises during the Term of this Lease.

15. LANDLORD'S RIGHT OF ENTRY. Landlord and its agents and representatives shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, provided that such right shall be exercised in such manner as not to interfere with Tenant in the conduct of its activities on the Leased Premises.

16. NOTICE. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested to the party to be notified, at the address set forth herein or at such other address as the party may, from time to time, designate in writing. Every notice shall be deemed to have been given at that time it shall be deposited in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a Summons or other legal process.

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

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

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

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

18. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

WITNESSES:

LANDLORD:
JASPER COUNTY, SOUTH CAROLINA

By: _____
James Iwanicki
Interim County Administrator

AND

TENANT:
BEAUFORT-JASPER ECONOMIC
OPPORTUNITY COMMISSION, INC.

By: _____
James G. Williams
Executive Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

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

WITNESS my signature this _____ day of _____, 2026.

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

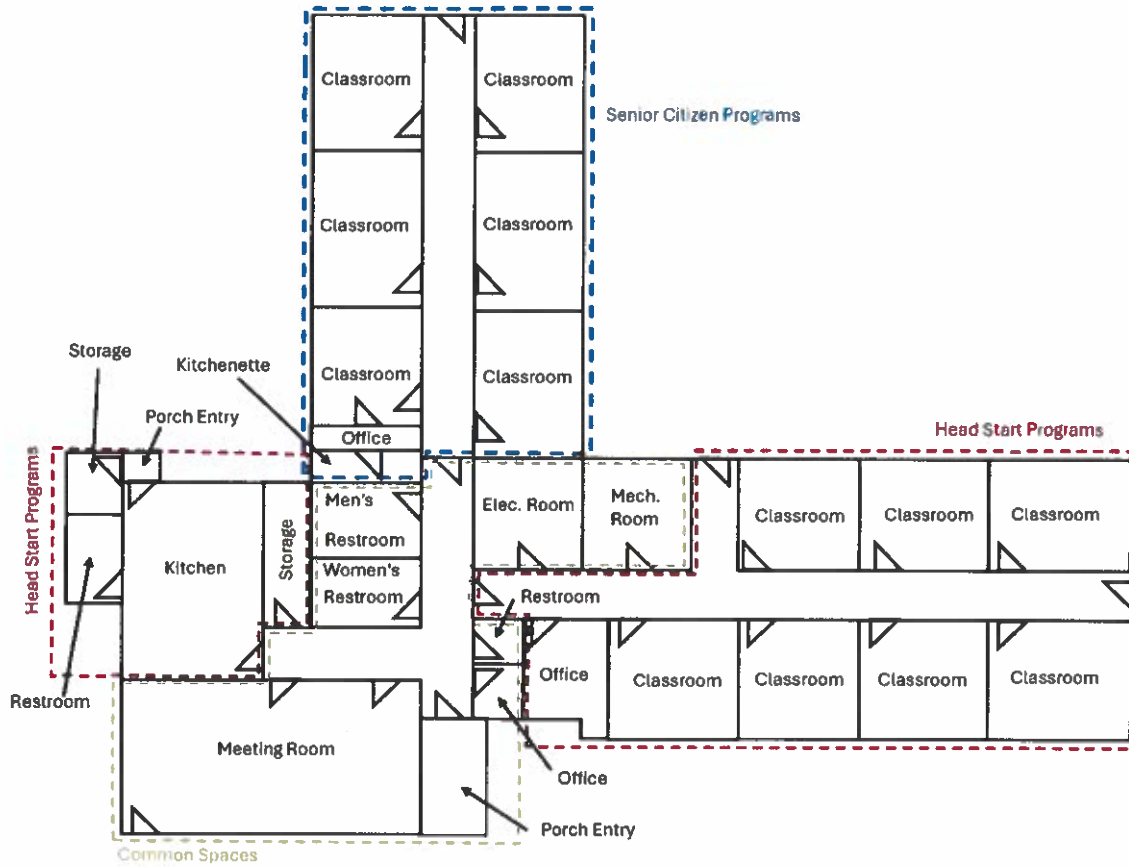
I, the undersigned Notary Public, do hereby certify that James G. Williams, Executive Director of Beaufort-Jasper Economic Opportunity Commission, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my signature this _____ day of _____, 2026.

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

ATTACHMENT 1

Leased Premises



AGENDA

ITEM # 10C



Jasper County Development Services Department

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

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

Jasper County Council Staff Report

Meeting Date:	October 5, 2026
Agenda Item:	10.C
Project:	Lease of a portion of the Robertville Community Center to the Jasper County Council on Aging for the provision of senior services and programs to residents of Jasper County.
Request:	County Council is requested to consider Public Hearing and approval of the 2 nd reading of an Ordinance authorizing Jasper County Council on Aging for use of a portion of the Robertville Community Center.
Action Needed:	Approval of the 2 nd Reading of Ordinance: O-2026-34
Recommendation:	Staff recommends that County Council approve 2 nd Reading of Ordinance O-2026-34, authorizing the lease agreement with the Jasper County Council on Aging for use of a portion of the Robertville Community Center.

Description:

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

Staff Recommendation:

Staff recommends that County Council approve 2nd Reading of Ordinance O-2026-34, authorizing the lease agreement with the Jasper County Council on Aging for continued use of a portion of the Robertville Community Center for senior citizen programs and services.

Attachment(s):

Ordinance 2026-34
Draft Lease Agreement

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

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

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

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

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

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

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

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

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

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

² *Id.*

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

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

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

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

Section 1. Ratification of the Findings

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

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

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

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

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

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

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

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

Section 3. Authorization for Lease

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

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

Section 4. Other Documents; Ratification of Prior Actions

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

Section 5. Severability

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

Section 6. Repealer

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

Section 7. Inconsistency

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

Section 8. Effect

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

JASPER COUNTY, SOUTH CAROLINA

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

ATTEST:

Wanda Simmons-Giles, Clerk to Council

ORDINANCE: # O- 2026-34

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

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

LEASE AGREEMENT.
"Exhibit A"

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

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

Date

EXHIBIT “A”

Lease Agreement

STATE OF SOUTH CAROLINA)

COUNTY OF JASPER)

LEASE AGREEMENT

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

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

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

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

5. **TENANT'S ALTERATIONS.** The Tenant may alter, replace or add to the improvements of the Leased Premises at its own expense, subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld or delayed.
6. **TRADE FIXTURES, BUSINESS EQUIPMENT, AND FURNISHINGS.** Tenant may install, at its expense and without Landlord's consent, trade fixtures, moveable office partitions, furniture and business equipment and other personal property, and may remove the same at any time. Any damage to the Leased Premises caused thereby shall be timely repaired by Tenant at its sole cost and expense. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the Leased Premises.
7. **TENANT'S MAINTENANCE AND REPAIR OF PREMISES.**

a) Tenant agrees to maintain and repair the Leased Premises as follows: (i) Landlord shall keep the interior of the Leased Premises, including the plumbing, closets, pipes and electrical systems and fixtures in good order and condition, keep the water pipes and connections free of ice and other obstructions ~~and provide custodial services~~ during the Term at Landlord's expense; (ii) Landlord shall keep the exterior woodwork freshly painted; (iii) Landlord shall keep the exterior walls, foundations, roof, sanitation system, water pipes and all outside plumbing and grounds, including routine lawn mowing and tree removal, in good repair; and (iv) Landlord shall maintain heating and air conditioning equipment by performing periodic inspections and servicing thereof. The Landlord shall repair or replace the equipment when necessitated by ordinary wear and tear.

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

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

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

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

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

10. INSURANCE, INJURIES AND PROPERTY DAMAGE.

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

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

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

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

11. INDEMNIFICATION. Tenant hereby indemnifies Landlord and agrees to save it harmless from and against all claims, actions, damages, liability and expenses, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or in any way relating to the occupancy or use by Tenant of the Leased Premises or any part thereof of any other part of Landlord's property, including, but not limited to, any act or omission of Tenant, its officers, agents, contractors or employees; any default, breach, violation or nonperformance of this Lease by Tenant; any injury to person or property or loss of life sustained in or about the Leased Premises, during the term of this Lease.

12. ASSIGNMENT OR SUBLEASE. Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, or by operation of law, and neither all nor any part of the Leased Premises shall be sublet by Tenant.

13. SIGNS. The Tenant shall not install any advertisements or signs on any part of the Leased Premises without the Landlord's written consent, which will not be unreasonably withheld or delayed. All signs shall comply with applicable zoning or other land use regulations.

14. QUIET POSSESSION. Subject to Tenant's obligation to remit timely payment of all required rent, perform and comply with all covenants and provisions of this Lease and further subject to all rights retained by the Landlord herein, the Tenant may quietly enjoy

the Leased Premises during the Term of this Lease.

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

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

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

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

18. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

WITNESSES:

LANDLORD:
JASPER COUNTY, SOUTH CAROLINA

By: _____
James Iwanicki
Interim County Administrator

AND

TENANT:
JASPER COUNTY COUNCIL ON AGING

By: _____
Lila Resh
Director

By: _____
Cathy Morgan
President

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

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

WITNESS my signature this _____ day of _____, 2026.

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

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

WITNESS my signature this _____ day of _____, 2026.

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

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

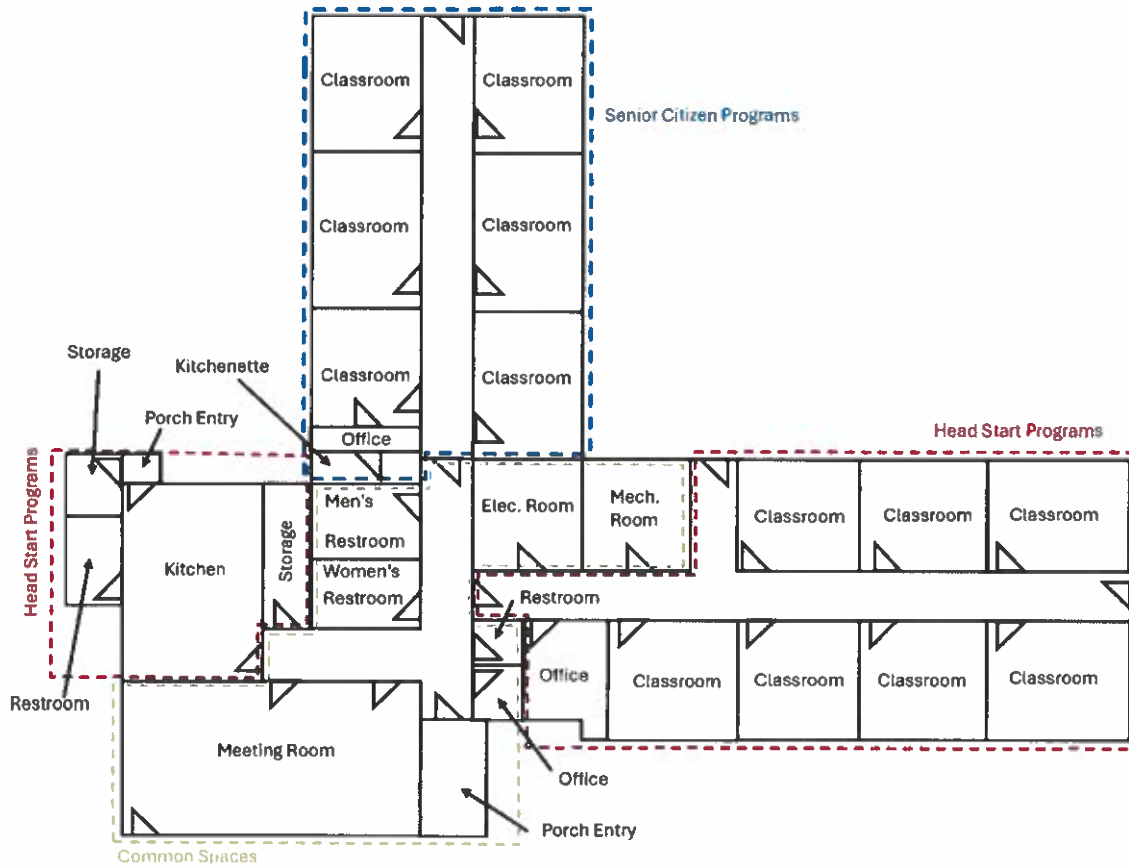
WITNESS my signature this _____ day of _____, 2026.

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

(SEAL)

ATTACHMENT 1

Leased Premises



AGENDA

ITEM # 10D



Jasper County Planning and Building Services

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

Hunter Smiley
Planner
hsmiley@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	October 5 th , 2026
Project:	Zoning Map Amendment
Current Zoning District	Residential
Proposed Zoning District	General Commercial
Parcel Size:	10.28 acres & 0.52 acres
Applicant:	Joseph A. LaRiche
Tax Map Number:	040-13-02-001 & 040-13-02-012
Statutory Notices:	Presented to Planning Commission on 9/15/2026
Submitted For:	1 st Reading

Overview

The applicant is requesting the rezoning of two parcels totaling 10.8 acres from **Residential (R)** to **General Commercial (GC)**. The purpose of this rezoning is to allow the parcels to become fully compliant. The parcels are currently listed as legal non-conforming use with the uses being a mix of light industrial/commercial. The applicant stated in a narrative provided to staff that the use has been active for nearly 35 years.

Site Information

The subject parcels are located on the northside of Jenkins Avenue. Its current use is a mix of light industrial and commercial space. The larger parcel is 10.28 acres, and the smaller parcel is 0.52 acres. The Jamestown subdivision is directly across Jenkins Avenue from the subject parcel. The adjacent parcels are also primarily Residential in use. As you can see with the zoning map, there is no General Commercial adjacent to the subject parcel.

Findings & Analysis

As previously mentioned, in your packets is the Zoning Map. The adjacent parcels are all primarily zoned as Residential. Per Article 5, the purpose of the Residential Zoning District is to “foster, sustain, and protect areas in which the principal use of the land is for single family dwellings.” There is one parcel that is zoned as Rural Preservation. The purpose of this zoning district is to “preserve, sustain, and protect from suburban encroachment rural areas and resources, particularly

forest and agricultural, and maintain a balanced rural-urban environment. The purpose of the proposed zoning district of General Commercial is “to support large commercial development(s) in major unincorporated areas of Jasper County.

	Jurisdiction	Zoning District	Use
North	Jasper County	R	Residential
South	Jasper County	R	Major Subdivision
East	Jasper County	R	Residential
West	Jasper County	R	Residential

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 and will likely be under pressure to develop within the foreseeable future. Those development proposals in existing communities, such as Levy-Limehouse, should be respectful and complement the scale and character of the area.

Traffic and Access

The subject property is accessed by Jenkins Avenue. It is a two-lane state-maintained road. The parcel has two driveways off Jenkins Ave.

Planning Commission Recommendation

The Planning Commission reviewed this application at their September 15th, 2026 Planning Commission Meeting and recommends denial of the Zoning Map amendment from the Residential Zoning District to the General Commercial Zoning District.

Additional Zoning Ordinance Provisions / Application Requirements

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

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

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

Attachments:

1. Application
2. Ordinance
3. Zoning Map
4. Aerial Map
5. Aerial Map of Smaller Vacant Parcel

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

AN ORDINANCE AUTHORIZING AMENDMENT TO THE OFFICIAL ZONING MAP OF JASPER COUNTY BY REZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED ALONG MENDEZ FARM ROAD, BEARING JASPER COUNTY TAX MAP NUMBERS 040-13-02-001 AND 040-13-02-012, CONTAINING 10.28 AND 0.52 ACRES, RESPECTIVELY, TO GENERAL COMMERCIAL FROM RESIDENTIAL.

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

WHEREAS, the owner of certain parcels of real property (“**Owner**”) on Jenkins Avenue consisting of approximately 10.28 acres & 0.52 acres and bearing County Tax Map Numbers 040-13-02-001 & 040-13-02-012 respectively (together the “**Property**”) has requested a change to the Official Zoning Map of the County and rezoning of the Property from the “Residential” to the “General Commercial”; and

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

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

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

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

1. County Council finds that in accordance with the staff report and the recommendation of the County Planning Commission that the proposed zoning is consistent with the continued pattern of growth in the vicinity of the Property and is in harmony with the County Comprehensive Plan. Good cause having been shown, approximately 10.28 acres & 0.52 acres being depicted on the County Official Zoning Map in the Residential district, shall be reclassified to General Commercial district.
2. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

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

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

Jasper County, South Carolina

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

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

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

Date

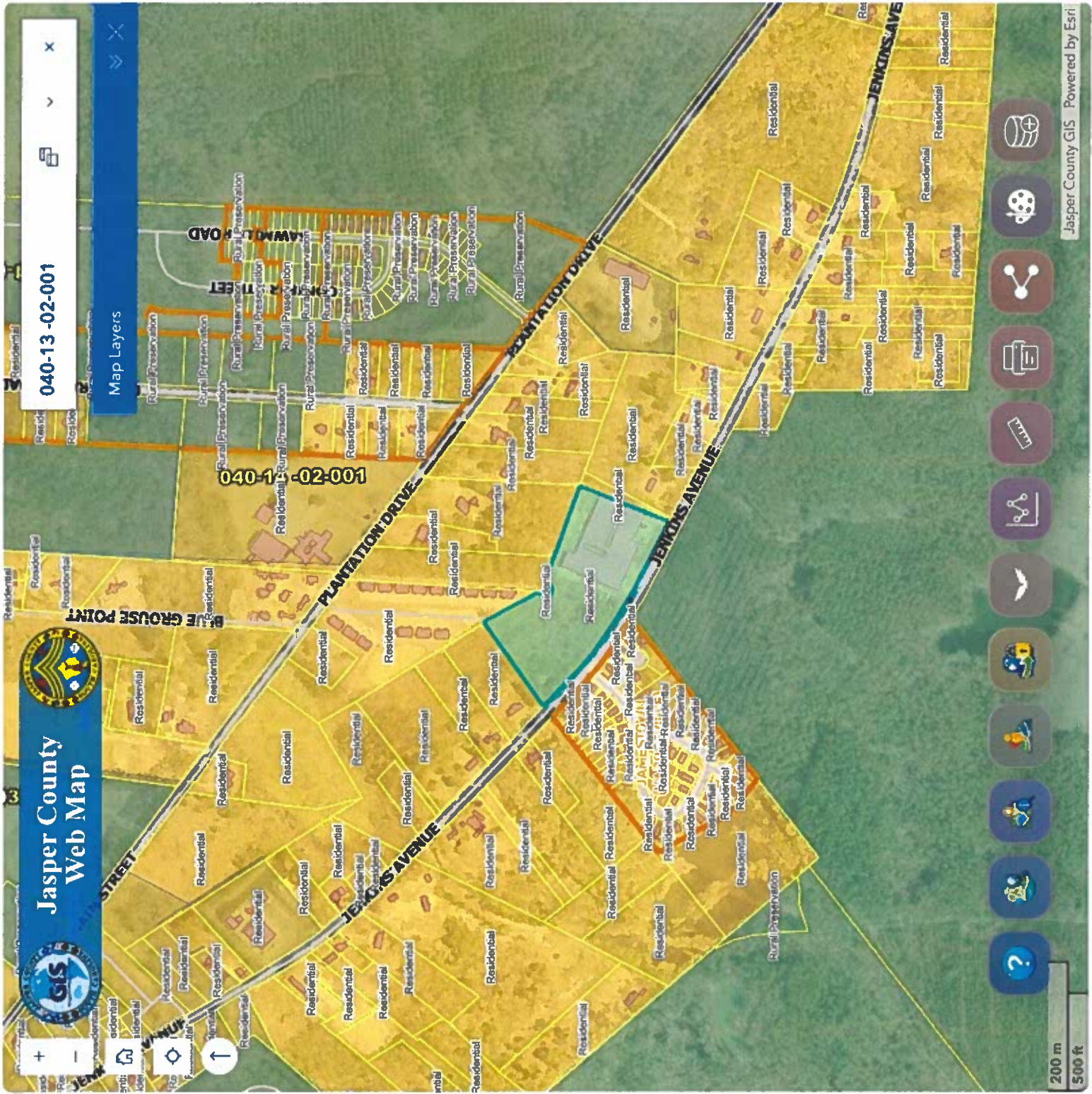
ORDINANCE: # O-2026-__

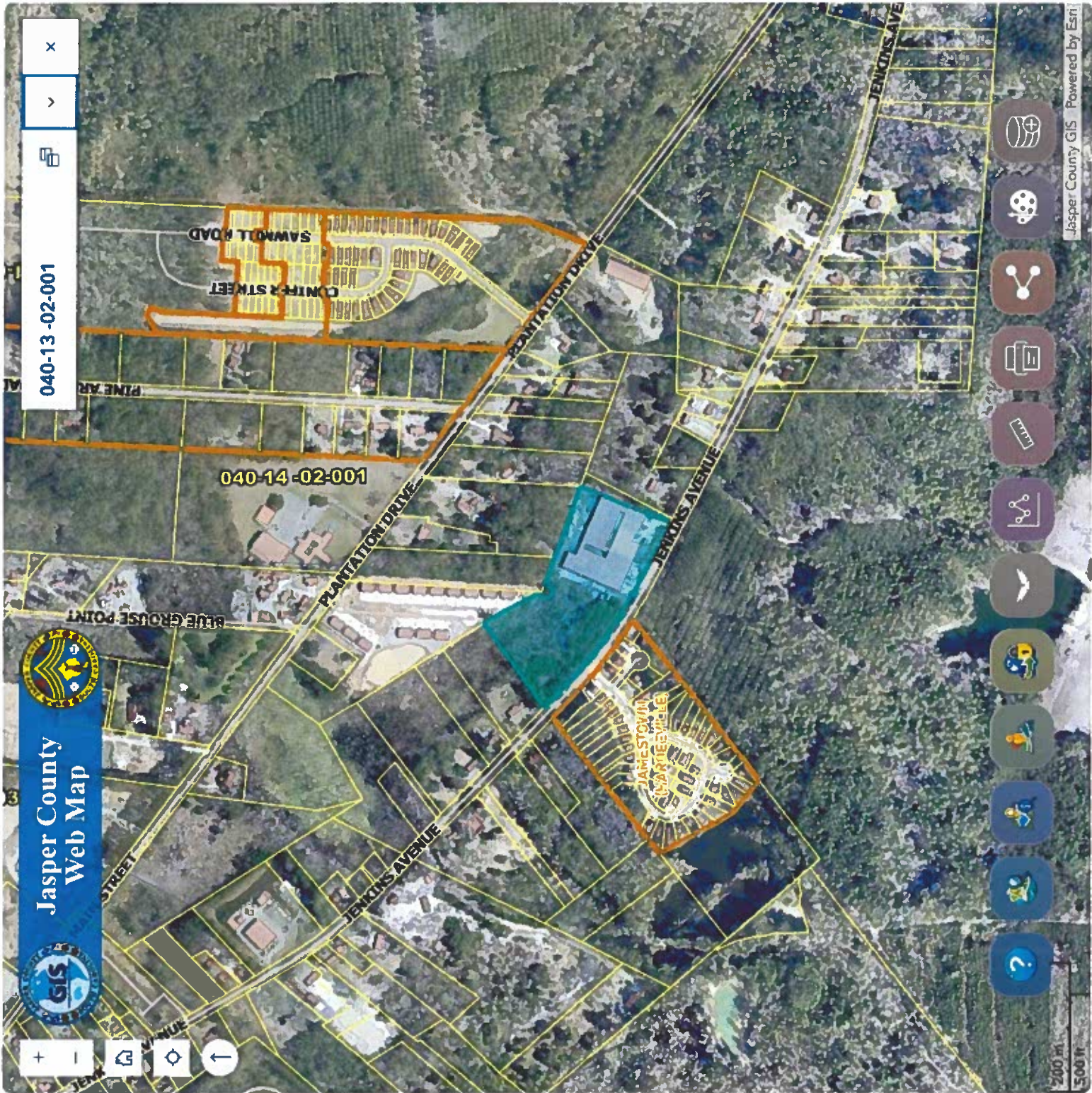
First Reading: October 5th, 2026

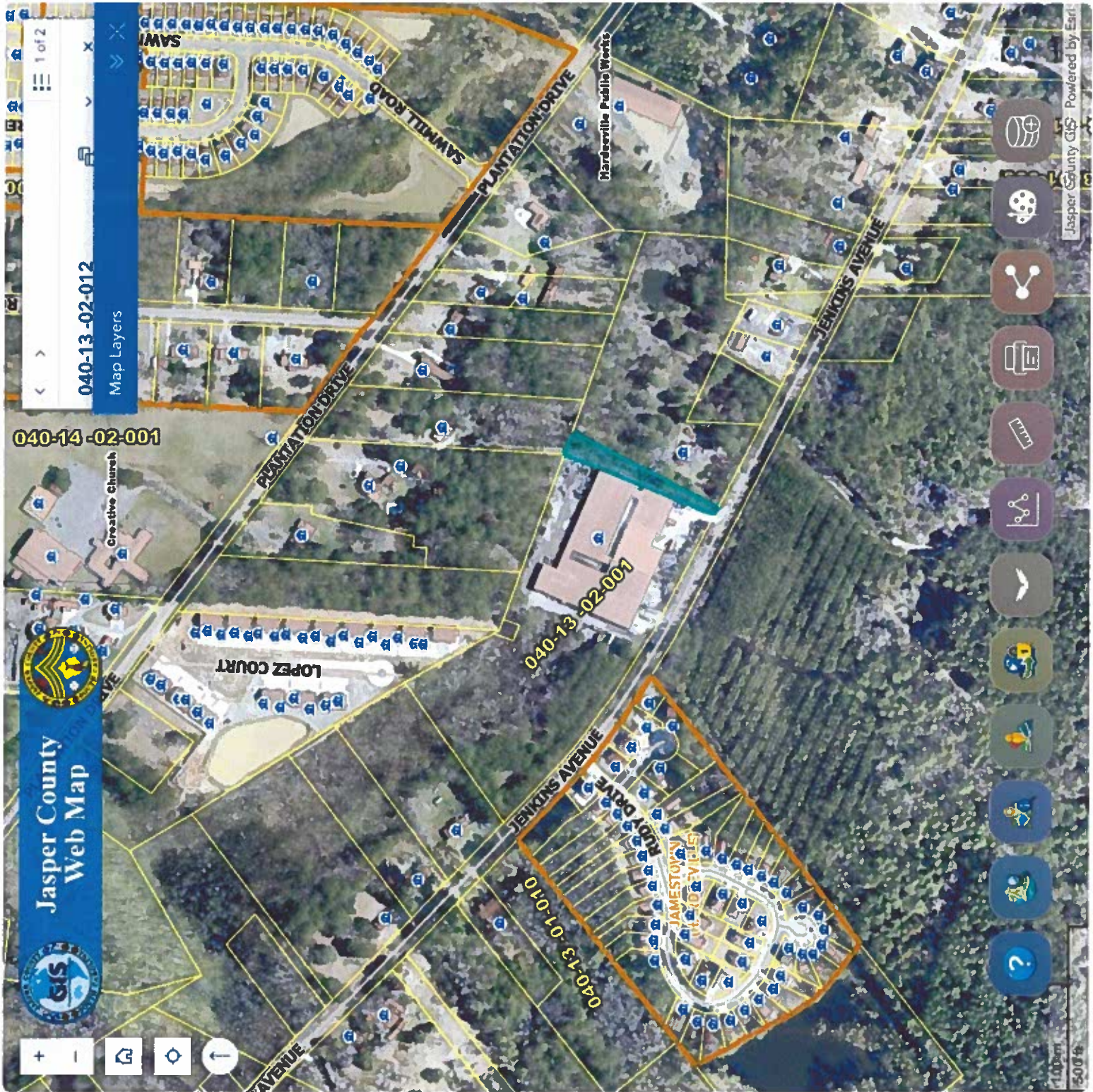
Second Reading: _____

Third Reading: _____

Considered by the Jasper County Planning Commission at its meeting on
September 15, 2026 and recommended for approval.







AGENDA

ITEM # 10E



Jasper County Planning and Building Services

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

Hunter Smiley
Planner
hsmiley@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	October 5 th , 2026
Project:	Zoning Text Amendment
Applicable Articles:	Article 9
Statutory Notices:	Presented to Planning Commission on September 15 th , 2026
Submitted For:	1 st Reading

Overview

The Planning department received a request from an engineer for an upcoming private single family home project in Jasper County, near the Gregorie Neck area. The engineer and his team voiced frustration over the current zoning text language that doesn't allow for accessory dwelling units or agricultural structures to exceed over 20 feet. The following amendment would allow for structures to exceed 20 feet, so long that the use is for agricultural or an accessory dwelling unit. Any other case shall be determined by the Fire Chief or their designee. The total height cannot exceed 35 feet in height.

Outline of Text Amendment

Modifications are being proposed in Article 9:6.1. These changes are shown below.

These modifications are intended to:

- Provide leniency for Accessory Dwelling Units & Ag structures

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

9:6.1 General Standards

1. Accessory structures shall not exceed twenty (20) feet in height, except for accessory structures used in connection with agricultural uses or accessory dwelling units allowed by Section 11:6 or 11:7 or in cases where the Fire Chief or their appointed designee, confirms

that there is adequate firefighting capability to safely fight a structure fire. In no case, shall the increased height of the accessory structure exceed 35' in height.

2. ~~Accessory Dwelling Units and~~ Commercial Accessory Structures are limited to height restrictions required in Article 7:5.
3. Accessory structures shall be at least ten (10) feet from the principal structure and at least ten (10) feet from another accessory structure. Placement may be subject to Fire Marshal approval.
4. No accessory structure shall occupy any part of a bufferyard.
5. No accessory structure shall occupy any part of a required setback.
6. Structures 120 SF or larger require a building and zoning permit. Structures under this size must still adhere to the provisions of this section.

Findings & Analysis

The proposed text amendment would be compatible with current language in Article 9.

Planning Commission Recommendation

The Planning Commission reviewed this application at their September 15th, 2026 Planning Commission Meeting and recommends approval of the Zoning Text Amendment.

Additional Zoning Ordinance Provisions / Application Requirements

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

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

Attachments:

1. Ordinance

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

**AN ORDINANCE TO AMEND ARTICLE 9.6 ACCESSORY STRUCTURES
OF THE JASPER COUNTY ZONING ORDINANCE TO INCREASE THE
MAXIMUM HEIGHT OF ACCESSORY STRUCTURES IN CASES
WHERE THE FIRE CHIEF HAS DETERMINED THERE IS ADEQUATE
FIREFIGHTING CAPABILITY TO SAFELY FIGHT A STRUCTURE
FIRE; AND OTHER MATTERS RELATED THERETO.**

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

WHEREAS, the Jasper County Zoning Ordinance (the “**Zoning Ordinance**”) regulates the location and use of buildings, structures and land, the size of yards, the density and distribution of population, and establishes standards for the development of real property in the County; and

WHEREAS, the County Planning Commission (“**Planning Commission**”) recognizes that certain areas of Jasper County may have more adequate firefighting capabilities to safely fight structure fires than other areas in the County due to availability of fire apparatus and water supply; and

WHEREAS, the Planning Commission has reviewed a proposed Zoning Text Amendment to Article 9.6.1 (“**Zoning Text Amendment**”) that would provide additional height regulations for accessory structures where the Jasper County Fire Chief (“**Fire Chief**”) determines there is adequate firefighting capability to safely fight a structure fire and finds that such proposed Zoning Text Amendment is consistent with the County’s Zoning objectives and its Comprehensive Plan; and

WHEREAS, the Planning Commission recommends approval by County Council of the proposed Zoning Text Amendment allowing accessory structures to be built up to thirty-five (35) feet in height where appropriate as determined by the Fire Chief; and

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

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

1. Amend Jasper County Zoning Ordinance, Article 9.6.1.1 to read as follows:

9:6.1 General Standards

1. Accessory structures shall not exceed twenty (20) feet in height, except for accessory structures used in connection with agricultural uses or accessory dwelling units allowed by Section 11:6 or 11:7 or in cases where the Fire Chief or an appointed designee, confirms

that there is adequate firefighting capability to safely fight a structure fire. In no case, shall the increased height of the accessory structure exceed thirty-five (35) feet in height.

2. ~~Accessory dwelling units and~~ Commercial accessory structures are limited to height restrictions required in Article 7:5.
 3. Accessory structures shall be at least ten (10) feet from the principal structure and at least ten (10) feet from another accessory structure. Placement may be subject to Fire Marshal approval.
 4. No accessory structure shall occupy any part of a bufferyard.
 5. No accessory structure shall occupy any part of a required setback.
 6. Structures one hundred twenty (120) square feet or larger require a building and zoning permit. Structures under this size shall still adhere to the provisions of this section.
-
2. **Severability.** If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or application is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.
 3. **This Ordinance shall take effect upon approval by Jasper County Council.**

Signatures on following page

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

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

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

Date

ORDINANCE: # O-2026-

First Reading: October 5th, 2026

Second Reading: _____

Third Reading: _____

Considered by the Jasper County Planning Commission at its meeting on
September 15, 2026 and recommended for approval.

AGENDA

ITEM # 11

Administrator's Report

AGENDA

ITEM # 12

Councilmember
Comments