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

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

To participate in a **Public Hearing for a specific agenda item**, email written public comments to comments@jaspercountysc.gov by 1:00 PM on Monday, April 6, 2026, or sign in on the colored Public Hearing Sign-in Sheet on the chair in the back of the Council Chambers before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

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

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

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



JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, April 6, 2026

AGENDA

4:00 PM: Budget Workshop

Jeanine Bostick – Elections and Voter Registration
Sheriff Chris Malphrus – Sheriff's Office, Detention Center, SRO Department,
and Animal Shelter

5:00 PM: Council Executive Session

➤ *Please silence your phones during the Meeting.*

1. Call the Council Meeting to Order by Chairman Rowell

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

2. Pledge of Allegiance and Invocation:

3. Approval of the Agenda:

4. Approval of the Consent Agenda:

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

CONSENT AGENDA ITEMS:

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

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

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

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

This is the end of the Consent Agenda Items.

5. Executive Session SECTION 30-4-70.

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

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

(1) **Ridgeland Claude-Dean Airport**

(2) **Litigation Update**

(3) **Shared Services Agreements**

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

(1) **Security Update by the Sheriff**

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

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

6:00 PM: Regular Session

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

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

6. PRESENTATIONS:

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

7. CITIZEN COMMENTS:

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

8. RESOLUTIONS

- A) **Kimberly Burgess** - Consideration of Resolution [#R-2026-14](#), a Resolution of Jasper County, South Carolina County Council Resolution approving the State Accommodations Tax Advisory Committee Members
- B) **Eric Larson** – Consideration of Resolution [#R-2026-18](#), a Resolution of Jasper County, South Carolina Proclaiming the month of April 2026 as Fair Housing Month.
- C) **Kimberly Burgess** - Consideration of Resolution [#R-2026-19](#), a Resolution Authorizing the Jasper County Council to Adopt an Assessment and Appeals Policy for the Administration of the County's Business License Program; And Other Matters Relating Thereto.
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9. PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

- A) **Eric Larson** – Consideration of the **1st Reading** of an Ordinance establishing the Lease Agreement with the Jasper County Chamber of Commerce and the Jasper County Historical Society for the use of the Perry House, located at 403 Russell Street in Ridgeland. *(1st Reading of this item was tabled at the 03.16.2026 Meeting)*
- B) **Eric Larson** – Consideration of the **1st Reading** of an Ordinance establishing the Property Management Agreement with the Jasper County Chamber of Commerce to Manage the Jasper County Farmer's Market located at 9935 Jacob Smart Boulevard, Highway 17 South, in the City of Ridgeland. *(1st Reading of this item was tabled at the 03.16.2026 Meeting)*
- C) **Eric Larson** - Consideration of the **1st Reading** an Ordinance of Jasper County Council to Authorize a Settlement Agreement with Jasper County Radio Control Chapter No. 5096 of the Academy of Model Aeronautics, Inc.
- D) **Jim Iwanicki** – Consideration of approval of professional services contract associated with RFQ #2025 -14 for 2025 CTC Paving and 2025/2026 Parking Lot Repair with J Bragg Consulting, Inc for actual cost not to exceed \$100,000.
- E) **Kim Burgess and Jim Iwanicki**– Presentation, Consideration and Approval of RFP #2026-11 Design Build Services for Various Boat Landing Improvements.
- F) **Kim Burgess and Jim Iwanicki and Kim Burgess** – Presentation, Consideration and Approval of IVTB #2026-5 rebid – SJP Walkway, Pavilion, Gazebo Refurb.
- G) **Jim Iwanicki** - Architectural Professional Services Change Order for the Coosawhatchie Fire Station

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

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

10. Councilmember Comments and Discussion

11. Adjournment:

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

CONSENT AGENDA

ITEM # 4A



JASPER COUNTY COUNCIL COUNCIL WORKSHOP AND MEETING

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

Monday, October 6, 2025
Minutes

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

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

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

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

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

3. Approval of the Consent Agenda Items:

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

Motion to approve: Councilman Rowell

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

CONSENT AGENDA ITEM:

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

This was the end of the Consent Agenda Items.

4. Approval of the Regular Agenda:

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

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

Councilman Ceccarelli

Second: Councilman Rowell

Vote: Unanimous

The motion passed

PRESENTATION:

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

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

PROCLAMATION:

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

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

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

CITIZEN COMMENTS:

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

Minutes - 10.06.2025

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

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

RESOLUTIONS

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

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

Motion to table till the next meeting: Councilman Rowell

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

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

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

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

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed

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

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

Motion to approve: Councilman Rowell

Second: Councilman Arzillo

Vote: Unanimous

The motion passed

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

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

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

Second: Councilman Rowell

Vote: Unanimous

The motion passed

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

14. Councilmember Comments and Discussion: Councilmember Comments were given but there were no comments that required action. However, Vice Chairman Rowell made a statement for the record in the

minutes. Vice Chairman Rowell noted that he would like to make a statement for the record. He noted that, from the last Council Meeting to this one today (10.06.2025), some things had went out with him, dealing with his position on Council, his position at his job, and day-to-day matters. He said he would like to put one thing out there again for the record: that he had recused himself from any voting or engagement in any contractual agreements (Fire Service Contracts) that would affect any of that. He said he had not been in any of those meetings that any of the leadership had been to. He stated that he was trying to ensure that he stayed 100% above board in everything he does, both ethically and morally. He noted that something caught him off guard, and the community came to his rescue very quickly, quelling it. He said he would remain unapologetic regarding his fiscal responsibility for the County. He noted that anything they can do to bring tax relief to the citizens he is for. He noted that they were seeing a lot of projects, mainly down south, and there are a lot of things coming forward. There will be a lot of tax revenue, and anything that can bring tax relief to County Citizens is something Vice Chairman Rowell said he is 100% for. Just for the record, he noted that he is not, and will not be, part of those talks and/or agreements.

15. Executive Session SECTION 30-4-70.

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

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – Treasurer and County Attorney

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – Baske v Jasper County et. al; Tax Map # 087-00-04-001; Forensic Audit; FAA

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

Motion to go into Executive Session: Councilman Rowell

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

Return to Open Session

Motion to Return to Open Session: Councilman VanGeison

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

15.1 Action coming out of Executive Session:

There was no action that came out of Executive Session.

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

16. Adjournment:

Motion to adjourn: Councilman Rowell

Second: Councilman Arzillo

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

W.J. Rowell III
Chairman



JASPER COUNTY COUNCIL
COUNCIL WORKSHOP AND MEETING

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

Monday, October 20, 2025
MINUTES

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

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

5:00 PM Workshop:

The workshop was called to order by Chairman Kemp. It was noted that the second item on the agenda regarding North Point Development would be delayed due to traffic.

1. Verna Arnette and Charlie Stone - Beaufort-Jasper Water and Sewer Authority (BJWSA) - Programs and Resources

Verna Arnett (General Manager) and Charlie Stone (Director of Government Affairs) were present to discuss this presentation. BJWSA introduced a new program designed to create equity among local government partners and streamline infrastructure planning. They discussed financial allocation to the jurisdiction and how much Jasper County was entitled to through this partnership. Eligible uses for these funds, it was noted, may be used for water or sewer infrastructure installation, offsetting capacity fees for public facilities or workforce housing, or other mutually agreed-upon projects. Existing capacity credits were discussed from previous infrastructure projects. BJWSA expressed a desire to "clear their books" of these credits as quickly as possible and suggested they be used for projects like affordable housing.

Infrastructure and Planning Updates were discussed such as the Purrysburg expansion, water supply and a new master plan. Council and staff discussed several potential uses for the newly identified funds and existing credits. It was suggested to possibly coordinate these funds with other agencies for larger projects. Staff will be potentially working with BJWSA in the future to develop specific recommendations and scenarios for utilizing capacity credits and new annual allocation

2. Cate Browne - NorthPoint Development Update and Infrastructure Needs

The update from Cate Brown regarding the North Point development and associated infrastructure gaps was deferred as she had not yet arrived due to traffic.

The workshop adjourned at 5:28pm.

6:00PM Council Meeting

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

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

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. Just click the "CC" button to follow along.

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

3. Approval of the Minutes 06.16.2025:

Motion to approve: Councilman VanGeison

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

4. Approval of the Regular Agenda:

The request was made to add the Airport Commission to the Executive Session, to delete Item Numbers 10 and 11, and to note that Lyn Boyles would not be here for Item # 7.

Motion to approve with the noted changes: Councilman VanGeison

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

PRESENTATIONS:

5. Chief Russell Wells – Presentation of a Plaque to be housed in the Jasper County Emergency Management Division to Lt. Tyler Nix, SFF Daniel Morgan, FF Harvey Dunn, FF Conner Skinner-Amaro, FF Jose Nunez, FF Shakia Deloach of a Resolution of the Collective Community with the Horry County Fire as a Mutual Aid Agency for their work at the March 1, 2025 Carolina Forest Wildland Fire, also known as the Covington Fire.

Chief Russell Wells was present to present the Plaque, to be housed in the Jasper County Emergency Management Division, for Mutual Aid Recognition. Council received a resolution from the Horry County Council commending Jasper County Fire Rescue for their critical assistance during the March 1, 2025, Carolina Forest Wildland Fire. The following strike team personnel were recognized for their service:

- Lieutenant Tyler Nix
- Senior Firefighter Daniel Morgan
- Firefighter Harvey Dunn
- Firefighter Conner Skinner-Amaro
- Firefighter Jose Nunez
- Firefighter Shakia Deloach

6. Chief Russell Wells – Award Presentation to SFF / Paramedic Mandy Terry for her recognition by Pink Magazine “Red, White, & Brave 2025” edition, for her recognition of service to the citizens and visitors of the County, and the representation of our department. Pink Magazine is a periodical distributed throughout the Lowcountry celebrating all women for who they are and what they love.

Chief Russell Wells was present to present the Award Presentation to SFF / Paramedic Mandy Terry, who was recognized for her professional profile in *Pink Magazine*, highlighting her dedication and service to the citizens and visitors of Jasper County. She was also recognized for her representation of this department.

7. Lyn Boyles – Keep Jasper Beautiful Report and Strategic Plan. – Since Ms. Boyles was not here this item was not addressed.

PROCLAMATION:

8. Chairman Kemp – Proclamation Presentation to the Young Marines of the Marine Corps League for Jasper County’s Support of National Red Ribbon Week from October 23rd – October 31st, 2025.

Council designated October 23rd through October 31st, 2025, as Red Ribbon Week. The proclamation emphasizes the county's commitment to drug-free lifestyles and acknowledges the role of community-based organizations, such as the Young Marines, in drug prevention.

CITIZEN COMMENTS:

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

There were no public comments.

RESOLUTIONS

10. Kimberly Burgess – Consideration of Resolution #R-2025-28 Resolution of Jasper County Council to Approve the Procurement of Body Worn Cameras and Tasers for the Jasper County Detention Center through a Purchasing Cooperative with Omnia Partners. (This item was tabled at the 04.07.2025 meeting; tabled at the 04.21.2025 meeting and at the 10.06.2025 Meeting, {listed with an incorrect # as R-2025-53 on the 10.06.2025 agenda}) – This item was removed from the Agenda.

11. Chief Russell Wells – Consideration of Resolution #R-2025-32 a Resolution for the Sole Source Procurement and Revision of the Current Contract with Motorola Solutions for Updated Software and Interfaces Required to with the State of South Carolina’s new Reporting Software. (This item was removed from the 4.21.2025 Agenda) – This item was removed from the Agenda.

12. Chairman Kemp – Consideration of Resolution #R-2025-56, a Resolution of the Jasper County Council for Tri-Share. (Item Previously on 08.25.2025 Council Meeting)

Motion to approve: Councilman Ceccarelli

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

13. Kimberly Burgess – Consideration of Resolution #R-2025-57 a Resolution to Declare Certain Emergency Services Division Property to be Surplus and Authorize its Sale or Disposition Pursuant to Section 2-425 of the Jasper County Code of Ordinances.

Motion to approve: Councilman Rowell

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

14. Taylor Boykin and Jason Sample - A Resolution #R-2025-58 Authorizing a Joinder Agreement to Provide for the Addition of Palmetto Plastics Innovations, LLC as a Sponsor Affiliate, to Authorize an Assignment of the Benefits of Such Agreement, and to Address Other Matters Related Thereto. (Project Pilgrimage)

Mr. Jason Sample was present to review and discuss Resolution #R-2025-58, authorizing a Joinder Agreement to provide for the addition of Palmetto Plastics Innovations, LLC as a Sponsor Affiliate, to authorize an assignment of the benefits of such agreement.

Motion to approve: Councilman Rowell

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

15. Taylor Boykin – Consideration of 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 Palmetto Plastics Innovations LLC, a company also known as Project Pilgrimage, with respect to certain economic development property in the county, whereby such property will receive certain special source credits; and other matters related thereto. (Project Pilgrimage)

Mr. Jason Sample was present to review and discuss 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 Palmetto Plastics Innovations LLC, a company also known as Project Pilgrimage, with respect to certain economic development property in the county, whereby such property will receive certain special source credits for Project Pilgrimage.

Motion to approve: Councilman Rowell

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

16. Kimberly Varn, LCOG - Public Hearing Concerning Program Performance and Accomplishments for Community Development Block Grant (CDBG) project known as the Church Road Drainage Improvements Project CDBG #4-CI-20-010.

This item was for public hearing only. The public hearing was opened, but there were no public hearing comments, so the public hearing was closed.

17. Andrew Fulghum – Consideration of Community Development Block Grant (CDBG) Priorities.

Motion to approve: Councilman Rowell

Second: Councilman VanGeison

Vote: Unanimous

The motion passed.

18. Andrew Fulghum – Consideration of Renewing Envisio Software Subscription including software licensing, online support, and single sign-on for unlimited users for Envisio Plans and Analytics and Public Dashboard with unlimited active Plans.

Mr. Fulghum was present to review and discuss this request. He noted that this was for a three-year renewal . The platform would provide a public-facing dashboard for data-driven decision-making. Specific topics discussed included the Register of Deeds fee values/filing counts, IT Department labor cost comparisons (in-house vs. privatized rates), Code Enforcement violation trends, and Parks & Recreation facility usage statistics.

Motion to approve: Councilman Rowell

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

19. Andrew Fulghum - Consideration of Renewing American with Disabilities (ADA) Compliant Website Tools ReciteMe Toolbar and ReciteMe Checker.

Mr. Fulghum and Ms. Williams were present to review and discuss the consideration of Renewing American with Disabilities (ADA) Compliant Website Tools, ReciteMe Toolbar, and ReciteMe Checker. A three-year renewal was discussed for this request. It was noted that this tool is essential for maintaining compliance with the DOJ's Title II rule on website accessibility.

Motion to approve: Councilman VanGeison

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

20. Kimberly Burgess – Consideration of the 3rd Reading of Ordinance #O-2025-28 of Jasper County Council to amend Jasper County Ordinance O-2024-13, the Fiscal Year 2025 Jasper County Budget, To Provide For Amendments to The Budget and to Carryover Approved Lapsing Funds to Fiscal Year 2026; to Amend Jasper County Ordinance O-2025-14, the Fiscal Year 2026 Jasper County Budget, to Provide for Amendments to the Budget Resulting from the Carryover of Approved Lapsing Funds From Fiscal Year 2025; to Amend Certain Revenue Items; to Incorporate the reclassification of certain line items, to Amend for Fiscal Year 2026 Expenditures, the Inclusion of Additional Appropriations, and Matters Related Thereto. (1st reading 09.15.2025; Public hearing and 2nd reading 10.06.2025)

Ms. Burgess was present to review and discuss the consideration of the 3rd Reading of Ordinance #O-2025-28 of Jasper County Council to amend Jasper County Ordinance O-2024-13, the Fiscal Year 2025 Jasper County Budget, To Provide For Amendments to The Budget and to Carryover Approved Lapsing Funds to Fiscal Year 2026; to Amend Jasper County Ordinance O-2025-14, the Fiscal Year 2026 Jasper County Budget, to Provide for Amendments to the Budget Resulting from the Carryover of Approved Lapsing Funds From Fiscal Year 2025; to Amend Certain Revenue Items; to Incorporate the reclassification of certain line items, to Amend for Fiscal Year 2026 Expenditures, the Inclusion of Additional Appropriations.

Motion to approve: Councilman Rowell

Second: Councilman Ceccarelli

Vote: There were 3 yes votes and 1 no vote by Chairman Kemp

The motion passed.

21. Lisa Wagner – Public Hearing and 2nd Reading of Ordinance #O-2025-29 to amend the Official Zoning Map of Jasper County so as to transfer a property located along Smith Manker Road, bearing Jasper County Tax Map Number 051-00-11-003, consisting of 5.09 acres from the Rural Preservation Zone and Residential Zone to the Residential Zone on the Jasper County Official Zoning Map. (1st reading 09.15.2025)

Ms. Wagner introduced Mr. Hunter Smiley as the new Planner for Jasper County. Ms. Wagner was present was present to review and discuss the 2nd Reading of Ordinance #O-2025-29 to amend the Official Zoning Map of Jasper County so as to transfer a property located along Smith Manker Road, bearing Jasper County Tax Map Number 051-00-11-003, consisting of 5.09 acres, from the Rural Preservation Zone and Residential Zone to the

Residential Zone on the Jasper County Official Zoning Map. The public hearing was called to order, but there were no comments, so the public hearing was closed.

Motion to approve: Councilman VanGeison

Second: Councilman Rowell

Vote: There were 3 yes votes and 1 no vote by Councilman Ceccarelli

The motion passed.

22. Lisa Wagner – Public Hearing and 2nd Reading of Ordinance #O-2025-30 to amend the Official Zoning Map of Jasper County so as to transfer a property located at 398 Mendez Farm Road, bearing Jasper County Tax Map Number 040-00-02-105, consisting of 1 acre from the Rural Preservation Zone to the Residential Zone on the Jasper County Official Zoning Map. (1st reading 09.15.2025)

Ms. Wagner was present to review and discuss the 2nd Reading of Ordinance #O-2025-30 to amend the Official Zoning Map of Jasper County so as to transfer a property located at 398 Mendez Farm Road, bearing Jasper County Tax Map Number 040-00-02-105, consisting of 1 acre, from the Rural Preservation Zone to the Residential Zone on the Jasper County Official Zoning Map. The public hearing was called to order, but there were no comments, so the public hearing was closed.

Motion to approve: Councilman VanGeison

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

23. Lisa Wagner – Public Hearing and 2nd Reading of Ordinance #O-2025-31 to Amend the Jasper County Land Development Regulations, Article 2.1.4, Minor Site Plan to add site improvements to the definition of Minor Site Plan. (1st reading 09.15.2025)

Ms. Wagner was present to review and discuss the consideration of the 2nd Reading of Ordinance #O-2025-31 to Amend the Jasper County Land Development Regulations, Article 2.1.4, Minor Site Plan to add site improvements to the definition of Minor Site Plan. The public hearing was called to order, but there were no comments, so it was closed.

Motion to approve: Councilman VanGeison

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

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

25. Councilmember Comments and Discussion:

Councilmember Comments were given but there were no comments that required action.

26. Executive Session SECTION 30-4-70.

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

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – Treasurer and County Attorney; Personnel Reviews

(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 – Forensic Audit; Heddings v Jasper County

Motion to go into Executive Session: Councilman Ceccarelli

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

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

Return to Open Session:

Motion to return to regular session: Councilman Rowell

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

26.1 Action coming from Executive Session: There was no action coming out of the executive session. Council may act on any item appearing on the agenda, including items discussed in executive session.

For more information about this meeting, please visit 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.

Motion to adjourn: Councilman Rowell

Second: Councilman VanGeison

Vote: Councilman

The motion passed, and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

W. J. Rowell III
Chairman



JASPER COUNTY COUNCIL
SPECIAL CALLED WORKSHOP
Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Thursday, October 30, 2025
Minutes

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

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

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

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

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

Motion to approve: Councilman Rowell

Second: Councilman Ceccarelli

Vote: Unanimous

The motion passed.

Workshop Topics:

○ **Capital Improvement Plan and Budget**

Staff presented a comprehensive overview of the county's capital assets and immediate needs. They provided an asset overview, noting that Jasper County manages over 65 buildings totaling 271,000 square feet, and discussed the replacement value and total contents value. They discussed the Maintenance needs of the existing buildings over the next five years and what that would entail. Current Projects were discussed along with the budgeted repairs for the current year for parking lot improvements. Long-term identified facility needs across the County were also discussed. Staff recommended a project list prioritized by available funding, which was also discussed. Staff also discussed the airport terminal, acquiring property for Public Defender space, architectural services for the Coosawhatchie Community Center, and renovations to the main government building. The County Council discussed priorities and reached a general consensus on several key items regarding the Airport, Coosawhatchie Projects, A-Tax Projects, the main Government Building, and necessary Courtroom needs.

Departmental Space Reallocation for Voter Registration & Assessor were discussed. A significant portion of the workshop focused on resolving space issues for Voter Registration. Staff suggested moving Voter Registration to the Weathersby building (\$250,000 upfit). Jeanine Bostick, Director of Elections and Voter Registration, noted that the Weathersby space was too small for their 250+ machines and growing number of registered voter rolls. Council agreed to use funds to perform light improvements to the current Voter Registration office to make it more tenable. The Assessor's Office could eventually move to the Weathersby building once the library vacates, freeing up parking at the main government campus.

○ **General Discussion**

In regard to the Animal Shelter, it was noted that the transition to county employees under the Sheriff is ongoing. The county is working with the Community Foundation of the Lowcountry to establish a donation fund. A virtual meeting will be scheduled to discuss potential litigation regarding Ultra-Processed Foods. It was noted that the Council must reconsider the recent budget amendment to hold a separate, legally required public hearing specifically for fee schedules as per South Carolina Code.

Upcoming Dates:

- Joint meeting with municipalities regarding shared services: December 3rd.
- County Christmas function: December 10th.
- Executive Session: November 4th at 3:00 PM.

○ **Adjourn**

Motion to adjourn: Councilman Rowell

Second: Councilman Arzillo

Vote: Unanimous

The motion passed and the workshop 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/UCBmlqX05cKAsHm_ggXCJIA.

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

Respectfully submitted:

Wanda H. Giles
Clerk to Council

W.J. Rowell III
Chairman

CONSENT AGENDA

ITEMS # 4B



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:	April 6, 2026
Agenda Item:	4.B – Ordinance #O-2026-14
Project:	Special Projects – Beaufort Jasper Housing Trust, Inc. donation of land
Request:	Consideration of the 3 rd Reading of an Ordinance to Authorize Jasper County to Convey, through a Donation, Real Estate Owned by Jasper County located at 2547 Argent Blvd., Hardeeville to Beaufort Jasper Housing Trust, Inc.
Action Needed:	Approval of 3 rd Reading of Ordinance
Recommendation:	Approval of 3 rd Reading

Description:

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

Staff Recommendation:

Approve 3rd Reading of an Ordinance to approve Jasper County Council to convey title for the subject real estate, subject to any and all applicable covenants and restrictions.

Attachment(s):

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

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

Ordinance #O-2026-14

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To authorize Jasper County to convey, through a donation, real estate owned by Jasper County located at 2547 Argent Blvd., Hardeeville to Beaufort Jasper Housing Trust, Inc.

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

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

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

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

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

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

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

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

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

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

W. J. Rowell, III
Chairman

Wanda Simmons-Giles
Clerk to Council

Ordinance: #O-2026-14

First Reading: February 2, 2026

Second Reading: March 16, 2026

Public Hearing: March 16, 2026

Third Reading: _____

Adopted: _____

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

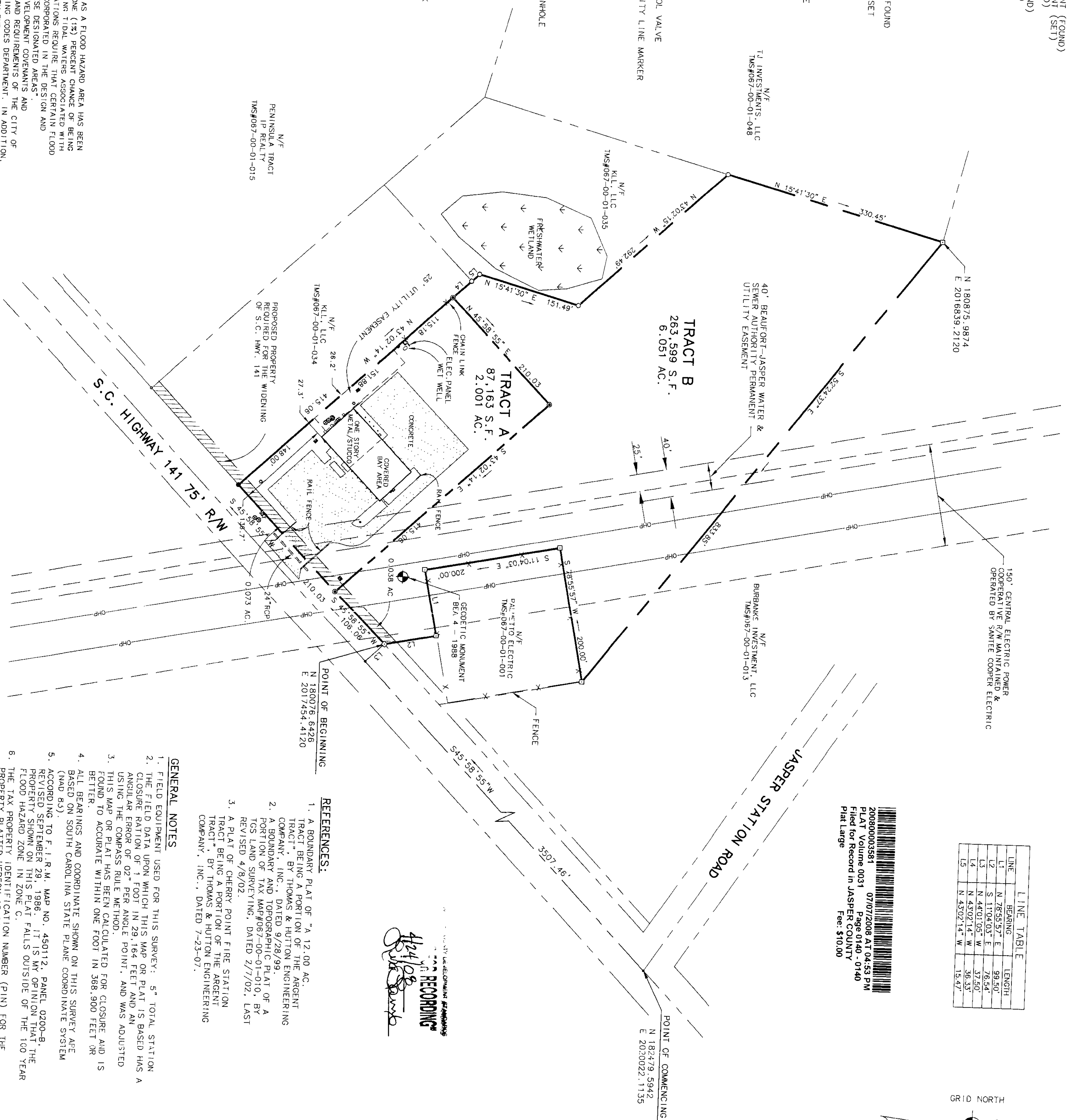
Title to Real Estate
"Exhibit A"

- BOUNDARY LEGEND**
- BENCHMARK POINT
 - CONCRETE MONUMENT (FOUND)
 - CONCRETE MONUMENT (SET)
 - IRON PIPE (FOUND)
 - IRON PIPE (SET)
 - IRON REBAR (FOUND)
 - IRON REBAR (SET)

- SYMBOL LEGEND**
- ⊕ BORE HOLE
 - BENCHMARK POINT
 - BOUNDARY POINT
 - CHECK VALVE
 - CLEAN OUT
 - CONC. MONUMENT FOUND
 - CONC. MONUMENT SET
 - CABLE BOX
 - ⊖ ELECTRIC BOX
 - ⊖ ELECTRIC METER
 - ⊖ ELECTRIC MANHOLE
 - ⊖ FIRE HYDRANT
 - ⊖ FLOOD LIGHT
 - ⊖ FLUSH VALVE
 - ⊖ GRAPE INLET
 - ⊖ GAS METER
 - ⊖ GUY POLE
 - ⊖ GAS VALVE
 - ⊖ GUY WIRE
 - ⊖ IRRIGATION CONTROL VALVE
 - ⊖ UNDERGROUND UTILITY LINE MARKER
 - ⊖ LIGHT POLE
 - ⊖ MAIL BOX
 - ⊖ MONITORING WELL
 - ⊖ POST
 - ⊖ POWER POLE
 - ⊖ STORM DRAINAGE MANHOLE
 - ⊖ SPRINKLER HEAD
 - ⊖ SIGN
 - ⊖ SANITARY MANHOLE
 - ⊖ TELEPHONE BOX
 - ⊖ TELEPHONE MANHOLE
 - ⊖ CONTROL POINT
 - ⊖ TRAFFIC SWITCH BOX
 - ⊖ WELL
 - ⊖ WATER METER
 - ⊖ WATER MANHOLE
 - ⊖ WATER SPOCKET
 - ⊖ WATER VALVE
 - ⊖ WATER VALVE MARKER

NOTE

"THE AREA INDICATED ON THIS PLAT AS A FLOOD HAZARD AREA HAS BEEN IDENTIFIED AS HAVING AT LEAST A ONE (1%) PERCENT CHANCE OF BEING FLOODED IN ANY GIVEN YEAR BY RISING TIDAL WATERS ASSOCIATED WITH POSSIBLE HURRICANES. LOCAL REGULATIONS REQUIRE THAT CERTAIN FLOOD HAZARD PROTECTIVE MEASURES BE INCORPORATED IN THE DESIGN AND CONSTRUCTION OF STRUCTURES IN THESE DESIGNATED AREAS." REFERENCE SHALL BE MADE TO THE DEVELOPMENT COVENANTS AND RESTRICTIONS OF THIS DEVELOPMENT AND REQUIREMENTS OF THE CITY OF HARDEEVILLE & JASPER COUNTY BUILDING CODES DEPARTMENT. IN ADDITION, SOME AGENCIES MAY REQUIRE MANDATORY PURCHASE OF FLOOD INSURANCE AS A PREREQUISITE TO MORTGAGE FINANCING IN THESE DESIGNATED FLOOD HAZARD AREAS.



LINE TABLE

LINE	BEARING	LENGTH
L1	N 78°35'57" E	99.50'
L2	S 11°04'03" E	76.54'
L3	N 44°01'05" W	37.50'
L4	N 43°02'14" W	36.33'
L5	N 43°02'14" W	15.47'

200800003881 07/07/2008 AT 04:53 PM
 Plat Volume 0031 Page 0140 - 0140
 Filed for Record in JASPER COUNTY
 Plat Large Fee: \$10.00

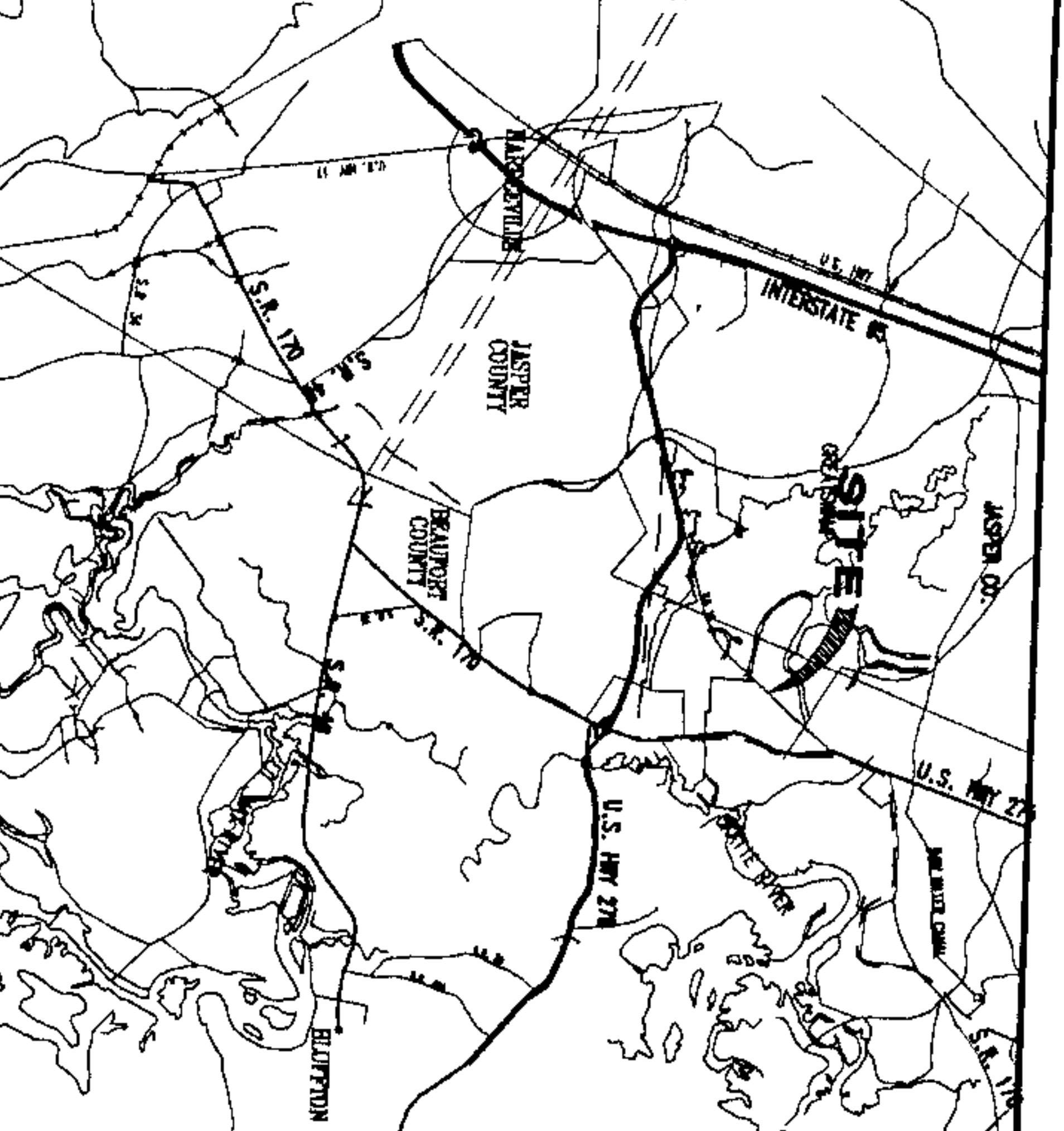
RECORDING
 4/24/08
 JASPER COUNTY

- REFERENCES:**
1. A BOUNDARY PLAT OF "A, 12.00 AC. TRACT BEING A PORTION OF THE ARGENT TRACT", BY THOMAS & HUTTON ENGINEERING COMPANY, INC., DATED 9/28/99.
 2. A BOUNDARY AND TOPOGRAPHIC PLAT OF A PORTION OF TAX MAP#067-00-01-010, BY TCS LAND SURVEYING, DATED 2/7/02, LAST REVISED 4/8/02.
 3. A PLAT OF CHERRY POINT FIRE STATION TRACT BEING A PORTION OF THE ARGENT TRACT", BY THOMAS & HUTTON ENGINEERING COMPANY, INC., DATED 7-23-07.

GENERAL NOTES

1. FIELD EQUIPMENT USED FOR THIS SURVEY: 5" TOTAL STATION
2. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE RATION OF 1 FOOT IN 29,164 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS USING THE COMPASS RULE METHOD.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO ACCURATE WITHIN ONE FOOT IN 368,900 FEET OR BETTER.
4. ALL BEARINGS AND COORDINATE SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD 83).
5. ACCORDING TO F.I.R.M. MAP NO. 450112, PANEL 0200-B, REVISED SEPTEMBER 29, 1986, IT IS MY OPINION THAT THE FLOOD HAZARD ZONE IN ZONE C.
6. THE TAX PROPERTY IDENTIFICATION NUMBER (PIN) FOR THE PROPERTY PLATED HEREON IS 067-00-01-010.
7. THE SCALE FACTOR REDUCTION FOR THIS PLAT IS 1.000091468
8. ALL ACREAGES DEPICTED INCLUDE THE PROPOSED WIDENING OF S.C. HIGHWAY 141.

VICINITY MAP (NOT TO SCALE)



THIS DOCUMENT AND ALL REPRODUCIBLE COPIES OF THIS DOCUMENT ARE THE PROPERTY OF THOMAS & HUTTON ENGINEERING COMPANY. REPRODUCTION OF THIS DOCUMENT IS NOT PERMITTED WITHOUT WRITTEN CONSENT OF THOMAS & HUTTON ENGINEERING CO. UNLESS THIS DOCUMENT BECOMES A MATTER OF PUBLIC RECORD. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED HEREON.

BOYCE L. YOUNG
 S.C. PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 11079

NO.	REVISION	BY	DATE
A	SUBDIVISION PLAT OF		
	TRACT A & TRACT B		

BEING A PORTION OF THE
**CHERRY POINT
 FIRE STATION
 TRACT**
 CITY OF HARDEEVILLE
 JASPER COUNTY, SOUTH CAROLINA
 PREPARED FOR:
CITY OF HARDEEVILLE

PREPARED BY:
THOMAS & HUTTON ENGINEERING CO.
 50 PARK OF COMMERCE WAY, P.O. BOX 2727
 SAVANNAH, GA 31405 / (912) 234-5300
 www.thomas-hutton.com

RECORDED IN BOOK _____ PAGE _____
 DATE _____
 OFFICE OF THE REGISTER OF DEEDS
 JASPER COUNTY, S.C.
 REPLACES PLATS IN _____ PAGE _____

SCALE: 1 INCH = 100 FEET

SCALE: 1" = 100'
 FILE J-19993 DRAWN BY L.P.O.
 FIELD DATE 07-18-07 REVIEWED BY T.G.G.
 PLAT DATE 11-15-07 PARTY CHIEF B.L.Y.
 SHEET 1 OF 1

EXHIBIT "A"

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

DMP: 067-00-01-010

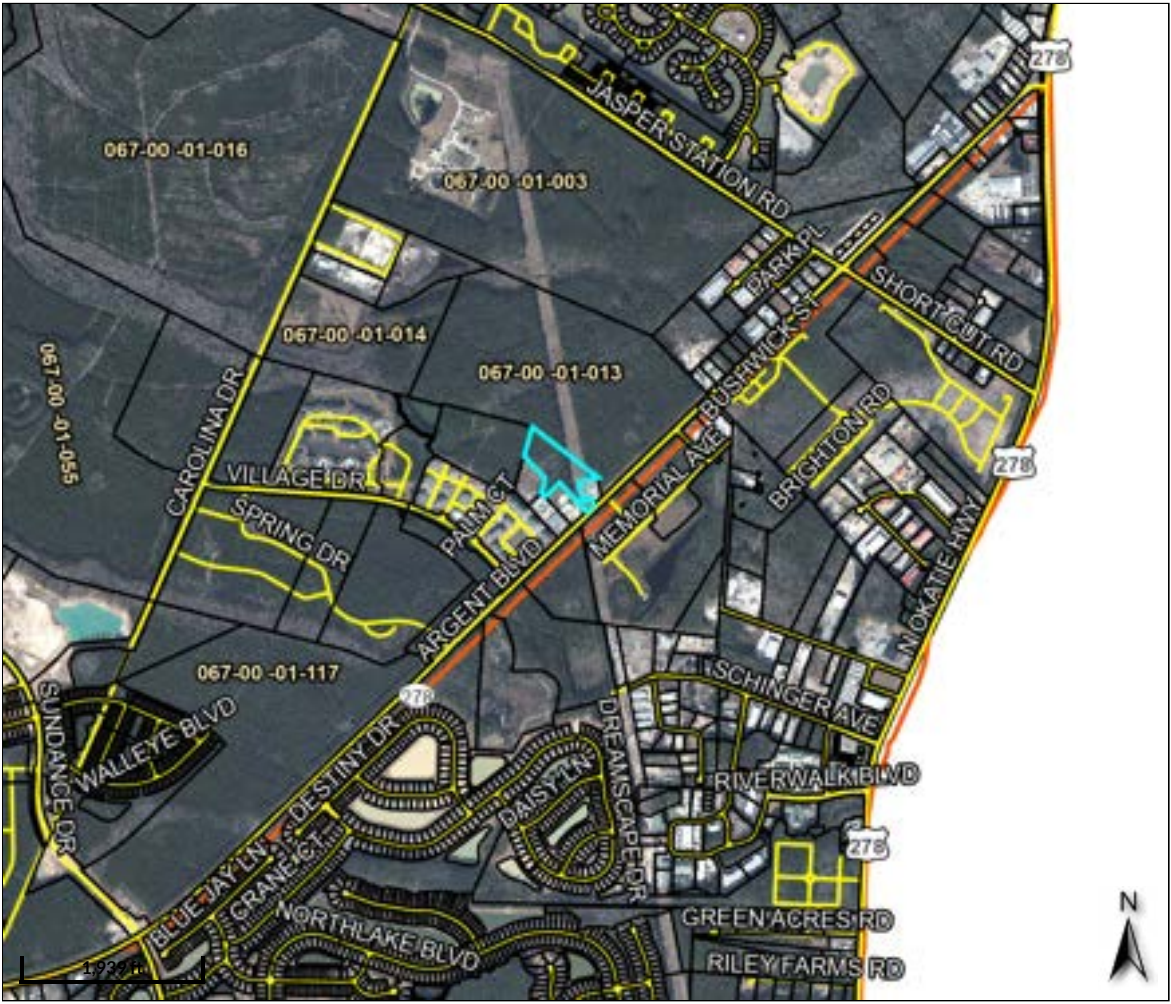
This property is conveyed subject to any and all applicable covenants, restrictions, easements, or otherwise, being of record with the Jasper County Office of the Register of Deeds, including, but not limited to, any easements held by Beaufort-Jasper Water & Sewer Authority, Central Electric Power Cooperative,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

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



REVERTER:

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

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



Legend

-  Parcels
-  Roads

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

(Note: Not to be used on legal documents)

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

AGENDA

ITEM # 4C



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:	April 6, 2026
Agenda Item:	4.C – Ordinance #O-2026-12
Project:	Jasper County Greenbelt Program
Request:	Consideration of the 3 rd Reading of an Ordinance establishing the Jasper County Greenbelt Program as mandated in the 2024 Referendum on Transportation Sales and Use Tax within Jasper County.
Action Needed:	Approval of 3 rd Reading of the Ordinance
Recommendation:	Approval of 3 rd Reading of an Ordinance establishing the Jasper County Greenbelt Program as mandated in the 2024 Referendum on Transportation Sales and Use Tax within Jasper County.

Description:

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

Staff Recommendation:

Approval of 3rd Reading of an Ordinance establishing the Jasper County Greenbelt Program as mandated in the 2024 Referendum on Transportation Sales and Use Tax within Jasper County.

Attachment(s):

Ordinance #O-2026-13

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2026 -13

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

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

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

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

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

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

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

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

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

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

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

Section 2. Approval.

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

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

SECTION 1. TITLE

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

SECTION 2. JASPER COUNTY GREENBELT PROGRAM ESTABLISHED

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

Section 3. Addition of Chapter 25, Article IV – “Jasper County Greenbelt Program” to the County’s Code of Ordinances.

Consistent with Ordinance 2024-16, the following section shall be added to the County’s code of ordinances at Chapter 25, Article IV, as follows:

Sec. 25-141. TITLE

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

Sec. 25-142. PURPOSE

It is the purpose of this Ordinance to:

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

Savannah River and Port Royal Sound watersheds; and

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

Sec. 25-143. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

“Owner” means an owner of Real Property.

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

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

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

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

“Property” means Personal Property or Real Property.

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

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

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

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

Sec. 25-144. GREENBELT BANK FUND ESTABLISHED.

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

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

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

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

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

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

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

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

be filled in the same manner as original appointment.

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

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

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

Sec. 25-146. Bylaws, Policies and Procedures

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

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

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

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

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

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

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

Sec. 25-147. Officers

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

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

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

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

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

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

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

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

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

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

Sec. 25-148. GREENBELT COMMITTEE DUTIES AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 25-152. METHOD OF PROGRAM AND PROCEDURES

The following procedures shall be followed in evaluating applications procurements:

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

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

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

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

Sec. 25-153. DUE DILIGENCE

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

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

Sec. 25-154. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

Section 7. Limitation of Rights. That nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause(s) of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 8. Inconsistency. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 9. Effective Date. This Ordinance shall take effect upon third reading and enactment of this Ordinance.

[Remainder of Page Intentionally Left Blank]

Jasper County Council

BY: _____
W. J. Rowell, III
Chairman

ATTEST:

BY: _____
Wanda Simmons-Giles
Clerk to Council

ORDINANCE: #2026-13

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

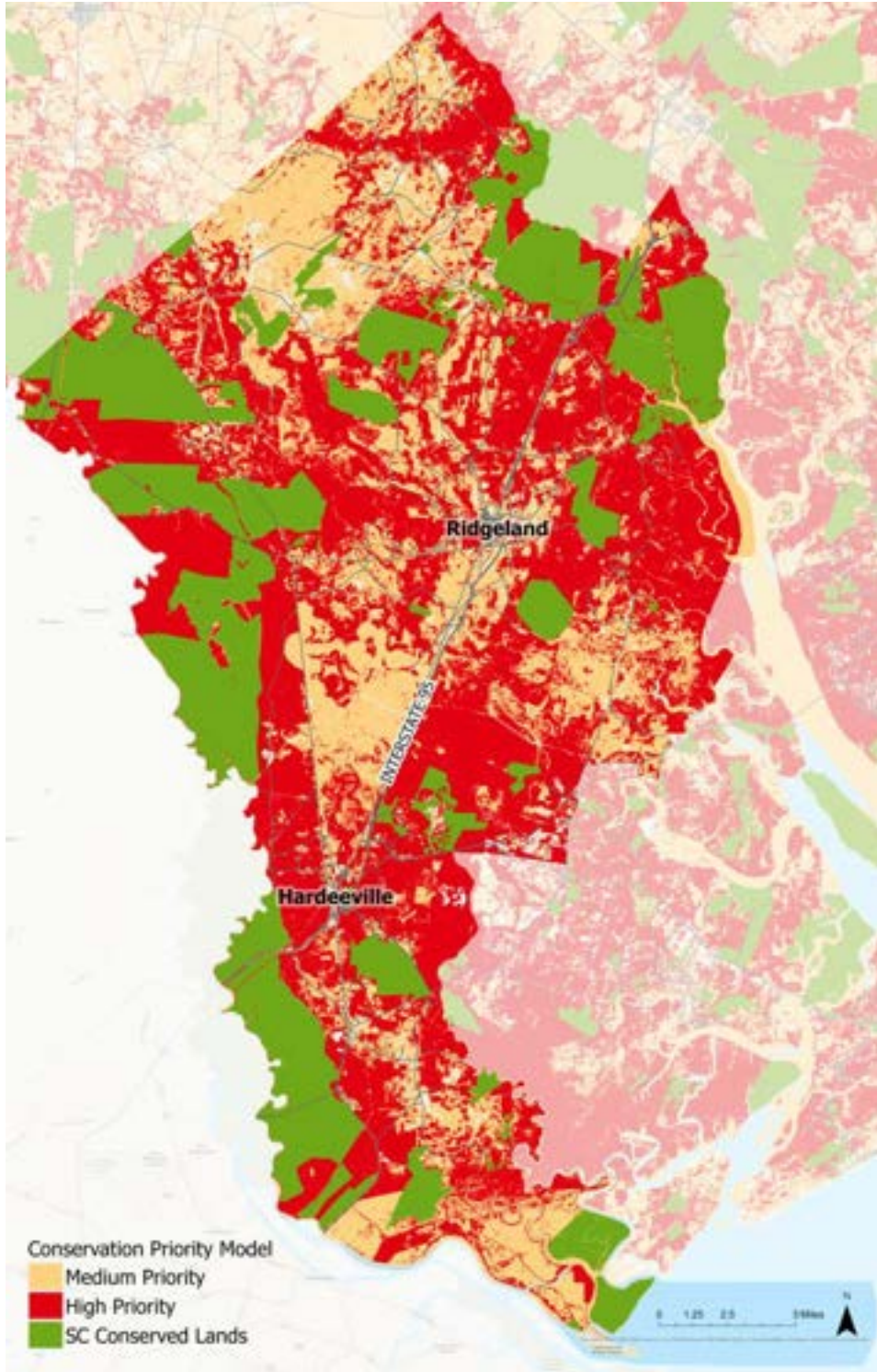
Reviewed for form and draftsmanship by the interim Jasper County Attorney.

Pope Flynn, LLC

Date

EXHIBIT A

CONSERVATION BANK PRIORITY MAP



AGENDA

ITEM # 6A

Presentation

** Information was not provided for inclusion
into the Agenda e-packet for this
Presentation **

AGENDA
ITEM #7
CITIZEN
COMMENTS

AGENDA

ITEM #8A

STATE OF SOUTH CAROLINA
JASPER COUNTY

RESOLUTION NO. R-2026-14

A RESOLUTION APPOINTING THE MEMBERS OF THE JASPER COUNTY ACCOMMODATIONS TAX ADVISORY COMMITTEE FOR FISCAL YEAR 2027; AND OTHER MATTERS RELATING THERETO

NOW THEREFORE, be it resolved by the County Council of the Jasper County (the “**Council**”), as the governing body of the Jasper County, South Carolina (the “**County**”), in a meeting duly assembled as follows:

Section 1 Findings. The Council hereby makes the following findings of fact in connection with the adoption of this resolution (this “**Resolution**”):

(a) The County is a political subdivision of the State of South Carolina (the “**State**”), and possesses all general powers granted by the Constitution and statutes of the State.

(b) South Carolina Code of Laws Title 6 – Local Government—Provisions Applicable to Special Purpose Districts and Other Political Subdivision, Section 6-4-25 requires counties and municipalities receiving over \$50,000 in South Carolina Accommodations Tax (ATAX) funds to establish an advisory committee.

(c) South Carolina Code Section 6-4-25 requires that the committee shall consist of seven members with a majority being selected from the hospitality industry of the municipality or county receiving the revenue. At least two of the hospitality industry members must be from the lodging industry where applicable. One member shall represent the cultural organizations of the municipality or county receiving the revenue. For county advisory committees, members shall represent the geographic area where the majority of the revenue is derived. However, if a county receives more in distributions of accommodations taxes than it collects in accommodations taxes, the membership of its advisory committee must be representative of all areas of the county with a majority of the membership coming from no one area.

(d) A municipality or county and its advisory committee shall adopt guidelines to fit the needs and time schedules of the area. The guidelines must include the requirements for applications for funds from the special fund used for tourism-related expenditures. A recipient's application must be reviewed by an advisory committee before it receives funds from a county or municipality.

(e) Advisory committees shall submit written recommendations to a municipality or county at least once annually. The recommendations must be considered by the municipality or county in conjunction with the requirements of this chapter.

Section 2. Appointment of Jasper County South Carolina Accommodations Tax Advisory Committee.

(a) Jasper County receives South Carolina Accommodations revenue greater than \$50,000 annually, therefore, the County is required to establish a South Carolina Accommodations Tax Advisory Committee.

(b) The following list of volunteers have agreed to serve on the Jasper County Accommodations Tax Advisory Committee for Fiscal Year 2026 -2027.

Name	Business and Location	Industry
Bonnie Bennett	Congaree Golf Partners, Ridgeland, SC	Hospitality
Lyn Boyles	Jasper Soil and Conservation District, Ridgeland, SC	Cultural Organization
Claude Dinkins	Point South Partners, Ridgeland, SC	Hospitality
Kendall Malphrus	Jasper County Chamber of Commerce, Ridgeland, SC	Cultural Organization
William “Bill” Olendorf	Point South KOA Campground, Yemassee, SC	Lodging
Chetan Patel	Red Roof Inn, Yemassee, SC	Lodging
Rick Patel	V R Corp DBA Patels, Hardeeville, SC	Hospitality

(c) The Jasper County Council hereby appoints the list of volunteers to the Jasper County Accommodations Tax Advisory Committee for Fiscal Year 2026 – 2027.

[Signature page to follow]

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

(SEAL)

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

Attest:

Wanda H. Giles,
Clerk to County Council

Resolution R-2026-14

Adopted: _____, 2026

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

County Attorney

Date

AGENDA
ITEM #8B

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION R-2026-18

RESOLUTION OF JASPER COUNTY COUNCIL

To designate April 2026 as Fair Housing
Month in Jasper County, South Carolina.

WHEREAS, April 1, 2026 marks the 56th Anniversary of the passage of the United States Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, and

WHEREAS, the State of South Carolina enacted the South Carolina Fair Housing Law in 18988; and

WHEREAS, both of these laws support the policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

WHEREAS, Jasper County Council is committed, to addressing discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to self assure every citizen of their right to fair housing; and

WHEREAS, Jasper County Council rejects discrimination on the basis of race, religion, color, sex, national origin, disability and/or familial status in the sale, rental, or provision of other housing services; and

WHEREAS, Jasper County Council desires that all its citizens be afforded the opportunity to attain decent, safe and sound living environment;

NOW THEREFORE, BE IT RESOLVED that Jasper County Council, duly assembled, does hereby designate April 2026 as being Fair Housing Month, and Jasper County Council recognizes the policy supporting Fair Housing in encouraging all citizens to endorse Fair Housing opportunities for all, not only during Fair Housing Month, but throughout the year; and it is further

RESOLVED that the Clerk to Council should publish a notice of non-discrimination in a newspaper of general circulation in Jasper County, South Carolina.

This Resolution made this 6th day of April, 2026.

W.J. Rowell, III
Chairman

ATTEST:

Wanda H. Giles
Clerk to County Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

Jasper County Attorney

AGENDA

ITEM #8C

STATE OF SOUTH CAROLINA
JASPER COUNTY

RESOLUTION NO. R-2026-19

A RESOLUTION AUTHORIZING THE JASPER COUNTY TO ADOPT AN ASSESSMENT AND APPEALS POLICY FOR THE ADMINISTRATION OF THE COUNTY'S BUSINESS LICENSE PROGRAM; AND OTHER MATTERS RELATING THERETO

NOW THEREFORE, be it resolved by the County Council of the Jasper County (the "**Council**"), as the governing body of the Jasper County, South Carolina (the "**County**"), in a meeting duly assembled as follows:

Section 1 Findings. The Council hereby makes the following findings of fact in connection with the adoption of this resolution (this "**Resolution**"):

(a) The County is a political subdivision of the State of South Carolina (the "**State**"), and possesses all general powers granted by the Constitution and statutes of the State.

(b) In September 2020, the South Carolina General Assembly adopted the "South Carolina Business License Tax Standardization Act", now codified at Sections 6-1-400 to 6-1-420 of the Code of Laws of South Carolina 1976, as amended (the "**Act**") which taxing jurisdictions must comply with when assessing business license taxes.

(c) The Act establishes various requirements including those related to the assessment and appeals process for taxpayers.

(d) In order to effectively comply with the Act and administer the County's business license program, the County has determined that it is appropriate to adopt an assessment and appeals policy (the "**Policy**") that sets forth specific procedures for the assessment of delinquent taxes, the conduct of informal conferences, hearings, and the appeals process, and further includes details regarding the presentation of testimony and evidence.

Section 2 Assessment and Appeals Policy. The Council hereby approves the Policy which is attached to this Resolution at **Exhibit A**. The Policy shall take effect as of the passage of this Resolution and shall be utilized by the County in the administration of its business license program.

Section 3 Modification. Any modification to the Policy shall be undertaken by and through subsequent amendatory actions of the Council.

[Signature page to follow]

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

(SEAL)

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

Attest:

Wanda Hendrix Giles,
Clerk to County Council

Resolution R-2026-19

Adopted: _____, 2026

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

Pope Flynn, LLC

Date

Exhibit A

Assessment and Appeals Policy

**PROCEDURES AND RULES FOR
BUSINESS LICENSE TAX ASSESSMENTS AND APPEALS
JASPER COUNTY, SOUTH CAROLINA**

This policy sets forth the procedures and rules for business license tax assessments and appeals (this “*Policy*”) within the Jasper County, South Carolina (the “*County*”). This Policy shall be read in conjunction with the Sections 6-1-400 through 6-1-420 of the Code of Laws of South Carolina 1976, as amended (the “*S.C. Code*”) and the County’s business license program, which is codified at Title XI, Chapter 110 of the County’s code of ordinance (the “*Business License Program*”). In the event of any inconsistency or conflict between the provisions of this Policy and the S.C. Code, the S.C. Code shall be controlling as to the extent of the conflict or inconsistency.

I. Definitions

Business: shall have the meaning set forth in the Business License Program.

Council: means the County Council of the Jasper County, as the governing body of the County.

Hearing Officer: means the individual designated by the County to oversee the general adjudication of the Hearing in order to ensure compliance with this Policy. In situations where the Hearing Officer is the Council or an appeals board, the Hearing Officer may engage separate legal counsel to assist them in the administration of the proceedings of any hearing to be held hereunder.

License Official: shall have the meaning set forth in the Business License Program.

Taxpayer: means an individual, firm, partnership, limited liability partnership, limited liability corporation, corporation, trust, estate, association, or company that is acting, or is authorized to act, on behalf of the Business.

II. Assessment and Appeal Process

1. Notice of Assessment. If a Taxpayer fails or refuses to pay a business license tax by May 1 of any applicable business license tax year or any other applicable due date for the payment of business license taxes, the License Official may serve notice of an assessment on the Taxpayer by mail or personal service.
2. Adjustment Request. The Taxpayer may request an adjustment in writing with supporting reasons within 30 days of the postmark or personal service of the notice of assessment.

3. Informal Conference. Within 15 days of receiving the request to adjust the assessment, an informal conference between the Taxpayer and License Official must be held.
 - a. The conference should not be recorded by either the Taxpayer or the License Official, and the compulsory disclosure of documents by subpoena is not allowed.
 - b. The informal conference is not a public hearing and is not open to the public.
 - c. To allow for a fair presentation, the Taxpayer may be accompanied or advised by an attorney, accountant or other representative. The License Official also may be accompanied or advised by an attorney or accountant, or by other County staff members.
 - d. The License Official shall preside and determine when the conference is concluded.
 - e. The Taxpayer shall be allowed to present any information or documents then in the possession of the Taxpayer that support the assessment adjustment requested by the Taxpayer.
4. Final Assessment. The Notice of the Final Assessment, including an appeal request, the form of which is attached hereto as Exhibit A, must be issued within five (5) days of the informal conference.
 - a. Notice shall be issued to the Taxpayer via mail or personal service.
 - b. Notice must include the appeal form.
5. Right to Appeal. The Taxpayer may appeal the final assessment to the Hearing Officer within 30 days after the notice of final assessment is postmarked or personally served.
 - a. The Taxpayer may appeal by completing the request for appeal (included with the Notice of Final Assessment), the form of which is attached hereto at Exhibit A.
 - b. The Taxpayer must timely pay at least 80% of the final assessment under protest as a condition of appeal. Failure to pay this amount with the notice of appeal and by the deadline for the filing thereof will result in an automatic denial of the appeal.

6. Hearing. A hearing on the appeal with the Hearing Officer must be held within 30 days of the receipt of the appeal form, unless extended in writing by mutual agreement of the County and the Taxpayer.
 - a. The License Official must provide Taxpayer with written notice of hearing including the time, date and location of the hearing and the rules of evidence for the hearing set forth in Article III of this Policy.
 - b. The hearing shall be conducted in accordance with Article IV of this Policy.
 - c. During the hearing, the Taxpayer has the right to be represented by counsel, to present testimony and evidence consistent with Article III of this Policy, and to cross-examine witnesses.
 - d. The hearing must be recorded and must be transcribed at the expense of the party so requesting. Nothing herein shall prohibit the parties from agreeing to jointly share transcription or other costs.
 - e. Disclosure of information as to gross receipts contained in applications for business license would constitute an unreasonable invasion of personal privacy. The County may not share or disclose any information relating to business license tax applications with any third party other than to acknowledge whether or not a business has paid the taxing jurisdiction's business license tax for a relevant year.
 - f. The hearing shall be open to the public; however, to the extent that information pertaining to gross receipts of a business or other information of a personal nature is being presented, the review shall be conducted in-camera by the Hearing Officer. The review shall be closed to the public and the Hearing Officer will comply with all confidentiality requirements set forth in Title 30, Chapter 4 and Title 6, Chapter 1 of the S.C. Code, and the Business License Program.
7. Decision. The decision on the assessment shall be made by the Hearing Officer, and shall be by simple majority vote if there is more than one person serving as the Hearing Officer in open session. Any tie votes shall be construed in favor of the Taxpayer.
8. Findings. The decision shall include findings of fact based only upon evidence presented at the hearing.
9. Provision of Written Decision. Following the hearing and decision, the Hearing Officer shall draft a final order of the decision explaining the basis of the decision.

- a. The final written order shall be provided to the Taxpayer via mail or personal service within 14 days of the date of the hearing.
 - b. The written order must include findings of fact and conclusion and inform the Taxpayer of their right to appeal to the Administrative Law Court.
10. Further Relief. The Taxpayer has 30 days after the postmark or personal service of the written decision to make and file an appeal to the Administrative Law Court.

III. Rules of Evidence

1. Governing Statute. S.C. Code §1-23-330 shall govern questions of evidence. Strict compliance with the South Carolina Rules of Evidence is not required, but the Hearing Officer shall only receive relevant information. If there shall be a question as to relevance, such decision shall always be made in favor of the Taxpayer.
2. Objections. Objections to evidence shall be timely made and noted in the record. Whenever evidence is ruled inadmissible, the party offering that evidence may submit an offer of proof on the record. The party making the offer of proof for excluded oral testimony shall briefly summarize the testimony. If the evidence excluded consists of a document or exhibit, it shall be marked as part of an offer of proof and included in the final record.

IV. Order of Proceedings.

1. Opening Statements. The Hearing Officer shall give a brief opening statement describing the nature of the proceeding. The parties may be given an opportunity to present brief opening statements lasting no more than five (5) minutes each.
2. Presentation of the Evidence. Parties shall present their evidence as follows:
 - a. The County, as the taxing jurisdiction, will be the first to present evidence.
 - b. The County shall call its witness(es) with the Taxpayer being allowed to cross-examine in an orderly fashion.
 - c. The County shall have up to fifteen (15) minutes to question each witness while the Taxpayer shall have up to ten (10) minutes to cross-examine the witness.
 - d. When the County rests, the Taxpayer shall call its witness(es) with the County being allowed to cross-examine in an orderly fashion.
 - e. The Taxpayer shall have up to fifteen (15) minutes to question each witness

while the County shall have up to ten (10) minutes to cross-examine the witness.

- f. Each witness shall be sworn or affirmed by the Hearing Officer and be subject to examination.
- g. All objections to procedure, admission of evidence, or any other matter shall be timely made and stated on the record.
- h. When all of the parties and witnesses have been heard, the parties may be given the opportunity to present brief final arguments lasting no more than five (5) minutes each.
- i. The Hearing Officer may convene an executive session to receive legal counsel, but deliberation must be conducted in open session.
- j. The Hearing Officer shall then vote and issue its ruling as to the appeal on the record.
- k. The Taxpayer shall have the right to appeal the Hearing Officer's decision to the Administrative Law Court as described hereinabove.

V. Appeals to County Council. Absent the adoption of separate or different rules by the Council related to direct appeals to County Council under the Business License Program, Sections III and IV above governing the rules of evidence and the order of proceedings described above shall apply to any direct appeals Council under the Business License Program, and any references to the Hearing Officer in such section shall apply to the Council *mutatis mutandi*.

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

NOTICE OF APPEAL FORM

Date of Original Notice: _____
Business Code: _____
NAICS: _____
Name of Business: _____
Mailing Address _____
S.S./Fed. ID No.: _____
Last License No.: _____ Year: 20__
Date of Informal Conference _____

The business named above has been assessed the following business license tax and penalties for the license year indicated.

<u>Year</u>	<u>Gross Income</u>	<u>Tax Rate</u>	<u>License Tax</u>	<u>Penalties</u>
20__	_____	_____	_____	_____
20__	_____	_____	_____	_____
20__	_____	_____	_____	_____
		Totals	_____	_____

I, the undersigned taxpayer, as the duly authorized representative of the business named above, elects to appeal the business license tax assessment stated above. The reasons for such appeal are provided below (as may be supplemented by such additional written materials or evidence):

By filing this appeal, I represent and understand that: (i) the business is paying under protest the sum of \$_____, which is at least 80% of the business license taxes described above; (ii)(1) a failure to timely remit at least 80% of the business license tax assessment described above or (2) a failure to timely submit this appeal notice within 30 days of the receipt of the notice of final assessment shall result in an automatic rejection of the appeal and constitutes a complete waiver of my right to appeal the business license taxes due to the taxing jurisdiction; (iii) the business has the right to a hearing regarding the requested appeal within 30 days of the timely filing of this appeal; and (iv) the hearing shall be held in accordance with the rules and procedures adopted by the taxing jurisdiction.

Date: _____, 20__

Taxpayer

AGENDA

ITEM #9A

****The first reading of this item was tabled at the 03.16.2026 Meeting****

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

AGENDA

ITEM #9B

****The first reading of this item was tabled at the 03.16.2026 Meeting****

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

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:	April 6, 2026
Agenda Item:	9.C – Ordinance 2026-_____
Project:	Jasper County Radio Control, Chapter No. 5096 of the Academy of Model Aeronautics, Inc. (“ JCRC ”) License Agreement
Request:	Settlement Agreement with Jasper County Radio Control (JCRC) in the amount of \$3,000.000
Action Needed:	Approval of 1st Reading of the Ordinance
Recommendation:	Approval of 1 st Reading to approve the Settlement Agreement with Jasper County Radio Control (JCRC) and authorization for the County Administrator to execute all necessary documents.

Description:

Jasper County previously entered into a Non-Exclusive License Agreement with Jasper County Radio Control (JCRC) for use of County property, approved under Ordinance 2021-11. JCRC incurred expenses in anticipation of continued use of the site. The County has since initiated termination of the agreement. The JCRC is requesting the agreement includes a one-time payment of **\$3,000** in exchange for a full release of all claims.

Staff Recommendation:

Approval of 1st Reading to approve the Settlement Agreement with Jasper County Radio Control (JCRC) in the amount of \$3000.00.

Attachment(s):

Ordinance 2026-_____
Draft Settlement Agreement

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

**AN ORDINANCE OF JASPER COUNTY COUNCIL TO AUTHORIZE A
SETTLEMENT AGREEMENT WITH JASPER COUNTY RADIO
CONTROL CHAPTER NO. 5096 OF THE ACADEMY OF MODEL
AERONAUTICS, INC.**

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, on May 17, 2021, the County Council adopted Ordinance 2021-11, authorizing the County to enter into a certain Non-Exclusive License Agreement (the “License Agreement”) with Jasper County Radio Control, Chapter No. 5096 of the Academic of Model Aeronautics, Inc. (the “JCRC”) for use of such real property as generally depicted on the drawing attached to the License Agreement ; and

WHEREAS, in furtherance of its expected continued use of the real property depicted in the License Agreement, JCRC expended certain amounts; and

WHEREAS, the County Administrator noticed JCRC of the County’s intent to terminate the License Agreement;

WHEREAS, the County’s staff recommends the County enter into a Settlement Agreement with JCRC under the terms set forth herein;

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

1. The County is authorized to enter into a Settlement Agreement as to the License Agreement with JCRC upon the terms set forth in the attached copy of the Settlement Agreement; and
2. The Chairman of the County Council and/or the County Administrator shall be and they are hereby authorized to execute and the Clerk of the Council is hereby authorized to attest and deliver such Settlement Agreement and other documents as may be necessary or desirable and in so doing, to bind the County.
3. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Subsection or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
4. If a Section, Subsection or provision of this Ordinance shall conflict with the provisions of a Section, Subsection or part of a preceding Ordinance of Jasper County, unless expressly so

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

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

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

Jasper County, South Carolina

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

ATTEST:

Wanda Giles, Clerk to Council

Approved as to form:

Interim County Attorney

ORDINANCE: #O-2026-__

First Reading: _____

Second Reading: _____

Third Reading: _____

Settlement Agreement

This Settlement Agreement (“**Agreement**”) is entered into by and between the County of Jasper, South Carolina (“**County**”) and Jasper County Radio Control, Chapter No. 5096 of the Academy of Model Aeronautics, Inc. (“**JCRC**”). The County and JCRC are collectively referred to as the “**Parties**” in this Agreement, or they may be individually referred to as a “**Party**” in this Agreement.

RECITALS

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

WHEREAS, on May 17, 2021, County Council adopted Ordinance 2021-11, authorizing the County to enter into a certain Non-Exclusive License Agreement (“**License Agreement**”) with JCRC for use of such real property as generally depicted on the drawing attached to the License Agreement; and

WHEREAS, in furtherance of its expected continued use of the real property depicted in the License Agreement, JCRC expended certain amounts; and

WHEREAS, the County Administrator noticed JCRC of the County’s intent to terminate the License Agreement; and

WHEREAS, JCRC would not have expended such amounts related to the continued use of the real property depicted in the License Agreement had it known of the County’s intent to terminate the License Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are incorporated herein and are made part and parcel of this Agreement.

2. **Payment.** In exchange and as consideration for the promises contained herein, County shall deliver the payment of Three Thousand and 00/100 (\$3,000.00) Dollars to JCRC within thirty (30) days after final execution of this Agreement by the Parties. The County and JCRC agree that each Party will bear their own fees, costs, and expenses associated with the execution of this Agreement.

3. **Release.** In exchange for the payment outlined above and other promises outlined herein, JCRC does hereby, for its agents, personal representatives,

heirs, successors, assigns, subsidiaries, affiliates, and parent companies including, without limitation, all members, employees, board members, stockholders, and partners of JCRC, fully and forever release, acquit, and discharge County and all of County's past, present, and future affiliates, partners, directors, officers, officials, agents, employees, council members, insurers, reinsurers, whether in their individual or official capacities, and other affiliated entities and individuals, predecessors, successors, and assigns including, but not limited to, any County-related state or local government agencies, bodies, entities, and individuals from any and all liability associated with, or arising out of the License Agreement. This release includes, but is not limited to, any and all claims asserted, or which could have been asserted under federal, state, or local law, regulation, ordinance or common law that in any way relate to the License Agreement through the date of execution of this Agreement.

4. **Entire Agreement.** The entirety of the Parties' understanding regarding this Agreement is wholly and exclusively set forth entirely in this written Agreement. Any alleged statement, whether verbal or in writing, not explicitly contained in this written Agreement is not part of the Parties' mutual assent and understanding regarding this Agreement. No alleged statement or alleged agreement, whether such statement or agreement be alleged to be in writing or verbal, shall be considered in construing or attempting to construe the Parties' understanding regarding this Agreement. Only the words on the pages to this written Agreement should be considered in determining the scope of the Parties' understanding regarding this Agreement.

5. **Amendments.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

6. **Governing Law.** This Agreement shall be construed and governed by the laws of the State of South Carolina.

7. **Exclusive Venue.** This Agreement was made and entered into in Jasper County, South Carolina. The Parties agree that the proper venue for any legal disputes shall be in the Jasper County Court of Common Pleas in Jasper County, South Carolina. By executing this Agreement, the Parties consent to jurisdiction in the venues identified in this Paragraph.

8. **Wavier of Right to Jury Trial.** Should any question arise regarding the breach of this Agreement, or should one of the Parties attempt to enforce this Agreement, each Party expressly waives any right to a jury trial on any issues/claims in dispute and hereby agrees that any and all disputed issues/claims shall be determined by a single judge. **IT IS THE ABSOLUTE INTENT OF THE PARTIES THAT THERE SHALL BE NO JURY TRIAL FOR ANY ACTION WHATSOEVER RELATED TO AN ALLEGED BREACH OF THIS AGREEMENT OR FOR THE ENFORCEMENT OF THIS AGREEMENT.**

9. **Non-Waiver**. The terms, covenants, representations, warranties, and conditions in this Agreement may be waived only by written instrument executed by the Party waiving compliance. Waiver by any Party hereto of any breach by another Party to this Agreement or any duties imposed upon them by law shall not be construed as a waiver of rights to any subsequent or continuing breach of this Agreement of such other Party's duties, obligations or agreements herein contained or imposed by law or for any other cause.

10. **Headings**. Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

11. **Binding Effect and Survival**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12. **Severability**. Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the remainder of this Agreement.

13. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

14. **Representation of Counsel; Joint Drafting of Agreement**. The Parties have the opportunity to be represented in negotiations for, and the preparation of, this Agreement by counsel of their own choosing. This Agreement shall be construed as jointly drafted by the Parties. No provision of this Agreement shall be interpreted against any Party because such Party, or its legal representative, drafted such provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

[signature page to follow]

WITNESS:

**JASPER COUNTY, SOUTH
CAROLINA**

By: _____

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

Dated: _____, 2026

WITNESS:

**JASPER COUNTY RADIO
CONTORL, CHAPTER NO. 5096
OF THE ACADEMY OF MODEL
AERONAUTICS, INC.**

By: _____

By: _____

Dated: _____, 2026



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

January 20, 2026

Via Electronic Mail Delivery

Ed Seigler
Jasper County Radio Control Flyers
348 Crane Ct.
Okatie, SC 29909-1046
ed.seigler@gmail.com

Re: Non-Exclusive License Agreement – Notice to Lease Termination
Airfield at 100 Carolina Cherry, Ridgeland, SC 29936
(Cypress Ridge Business Park)

Dear Mr. Seigler,

On May 17, 2021, the Jasper County Council passed Ordinance 2021-11, entering into a license agreement with the Jasper County Radio Control Club for the use of certain areas of the Cypress Ridge Business Park located along US 278 in Ridgeland. Per Section 8(B) of the agreement, Jasper County is exercising its right to terminate the lease agreement. This would be effective at the end of the current agreement, May 16, 2026.

Jasper County has enjoyed this partnership with the Club and wishes you well in the future. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Andrew P. Fulghum, ICMA-CM

AGENDA
ITEM #9D



Jasper County Engineering Services Public Works Department

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

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

Jasper County Council

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

Meeting Date:	April 6, 2026
Item Number:	9 D
Subject:	Consideration of approval of professional services contract associated with RFQ #2025-14 for 2025 CTC Paving and 2025/2026 Parking Lot Repair with J Bragg Consulting, Inc for actual cost not to exceed \$100,000.
Recommendation:	Council approve entering into a professional services contract associated with RFQ #2025-14 for 2025 CTC Paving and 2025/2026 Parking Lot Repair with J. Bragg Consulting, Inc for actual cost not to exceed \$100,000 and authorize the County Administrator to finalize contract terms and sign the contract.

Description:

At the January 20, 2026 meeting, County Council approved J. Bragg Consulting, Inc. of Bluffton, SC as the most qualified proposer for RFQ #2025-14 and direct the County Administrator or his designee to negotiate a contract and fees with J. Bragg Consulting, Inc. for the required services and bring back the contract to Council for approval.

Staff negotiated a fee of \$100,000 for the professional design services. The cost of the engineering will come from the budgeted amount of \$694,000 in REPAIRS & MAINTENANCE (010-095-5095) for Parking Lot Repair and C-FUND EXPENDITURES (255-084-2619) \$804,919 in CTC Grant Funded Projects.

Recommendation:

Council approve entering into a professional services contract associated with RFQ #2025-14 for 2025 CTC Paving and 2025/2026 Parking Lot Repair with J. Bragg Consulting, Inc for actual cost not to exceed \$100,000 and authorize the County Administrator to finalize contract terms and sign the contract.

Attachments:

Contract Draft
Scope of Servies

AGREEMENT FOR PROFESSIONAL SERVICES



This Agreement, made this _____ day of _____, 2026 between Jasper County, SC (“Client”) and J. Bragg Consulting, Inc., constitutes the entire contract. Acceptance is limited to the terms and conditions stated herein, without any modification, addition, or alteration.

SERVICES. J. Bragg Consulting agrees to provide those services set forth below, in connection with J. Bragg Consulting’s project (“the Project”) described as follows:

Jasper County Transportation Committee (CTC) Paving and Parking Lot Repair

SCOPE OF WORK. J. Bragg Consulting agrees to provide and Client authorizes J. Bragg Consulting to provide the following services:

The scope of work as noted in the Cost Proposal, dated March 24, 2026

COMPENSATION. Time and Materials of \$100,000.00 for Tasks 1-4

CONTRACT VALIDITY. This contract is valid only if signed within thirty calendar days of the date of this agreement as noted above unless officially extended by both parties.

The signer of this Agreement below acknowledges that he/she has reviewed a copy of our Standard Terms and Conditions and agrees to those Standard Terms and Conditions unless otherwise noted.

Accepted By: _____
Printed Name: _____
Title: _____
Date: _____

J. Bragg Consulting, Inc.

By: _____
Printed Name: _____
Title: _____

Attachments:

- 1) Standard Terms and Conditions
- 2) Cost Proposal, dated March 24, 2026



STANDARD TERMS AND CONDITIONS



Unless otherwise agreed in a written contract, services provided by J. Bragg Consulting, Inc. are expressly limited to the terms and conditions stated herein.

- 1. QUALITY OF WORK.** All services of J. Bragg Consulting, Inc., and its subsidiaries, independent professional associates, consultants, and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted industry practice.
- 2. INVOICES AND PAYMENT.** Invoices will be submitted periodically directly to the Client (customarily on a monthly basis) and are due and payable upon receipt. The billing of a third party will not be accepted without a statement, signed by the third party, which acknowledges and accepts payment responsibility.

Unpaid balances shall be subject to a late charge at the rate of one-and- one-half percent (1.5%) per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, J. Bragg Consulting may, after giving seven days written notice to Client, suspend services without liability until Client has paid in full all amounts due J. Bragg Consulting on account of services rendered and expenses incurred, including late charges on the past due invoices. Payment of invoices is not subject to discounting by Client. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of the agreement between J. Bragg Consulting and the Client. Venue of legal proceedings shall be in the _____.

- 3. CHANGES OR DELAYS.** Unless the accompanying Proposal provides otherwise, the proposed fees constitute the J. Bragg Consulting's estimate to perform the services required to complete the Project, as defined in the cost proposal dated ____ day of _____, 20____.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, or acts of God.

- 4. INSURANCE.** As protection for J. Bragg Consulting, Workers Compensation Insurance, Comprehensive General Liability Insurance, and Professional Liability Insurance is maintained at J. Bragg Consulting's expense. Certificates of such insurance will be provided to Client upon request. J. Bragg Consulting agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available, from carriers acceptable to J. Bragg Consulting) provided the costs for additional insurance are reimbursed by Client.
- 5. INDEMNIFICATION AND ALLOCATION OF RISK.** To the fullest extent permitted by law, J. Bragg Consulting shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including, but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of J. Bragg Consulting, J. Bragg Consulting's officers, directors, partners, employees, and consultants in the performance of J. Bragg Consulting's services under this agreement.
- 6. LITIGATION.** In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including court costs and attorney's fees.

All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by J. Bragg Consulting, in connection with work performed for that Client, shall be paid by the Client. Such costs shall include, but not be limited to, hourly charge for persons involved in responding to subpoenas, travel and accommodations, and mileage.

- 7. ACCESS.** Client shall arrange for safe access to and make all provisions for J. Bragg Consulting and J. Bragg Consulting's consultants to enter upon public and private property as required for J. Bragg Consulting to perform services.
- 8. TERMINATION.** Either party may terminate the Agreement, in whole or in part, by giving seven days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. The final invoice will include all services and expenses associated with the Project up to the effective date of termination.

9. **CONFIDENTIALITY.** J. Bragg Consulting shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client not otherwise previously known to J. Bragg Consulting or in the public domain, as Client expressly designates in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of J. Bragg Consulting, (2) is furnished or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.
10. **COST ESTIMATING.** Since J. Bragg Consulting has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the cost of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgement as an experienced and qualified professional, familiar with the construction industry; but J. Bragg Consulting cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, he shall employ an independent cost estimator to make such a determination.
11. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications, prepared or furnished by J. Bragg Consulting (and J. Bragg Consulting's subsidiaries, independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project and J. Bragg Consulting shall retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by J. Bragg Consulting for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to J. Bragg Consulting or J. Bragg Consulting's subsidiaries, independent professional associates, consultants and subcontractors from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle J. Bragg Consulting to further compensation at rates to be agreed upon by Client and J. Bragg Consulting.
12. **USE OF ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by J. Bragg Consulting. Files in electronic media format of text, data, graphics, or of other types that are furnished by J. Bragg Consulting to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

When transferring documents in electronic media format, J. Bragg Consulting makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by J. Bragg Consulting at the beginning of the assignment. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 30-day acceptance period. J. Bragg Consulting shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

13. **CONTROLLING AGREEMENT.** To the extent they are inconsistent or contradictory, express terms of the accompanying Proposal take precedence over these Standard Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in Client's purchase order, requisition, or other notice or authorization to proceed are inapplicable to the service under this proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by J. Bragg Consulting.
14. **GOVERNING LAW.** This Agreement is to be governed by and construed in accordance with the law of the state of South Carolina.
15. **CONTRACTS.** All contracts are subject to review and approval by J. Bragg Consulting's legal department and must be signed by a corporate officer.



March 24, 2026

Jim Iwanicki, PE
Engineering Services Director
Jasper County
P.O. Box 1244
Ridgeland, SC 29936

Re: Jasper County Transportation Committee (CTC) Paving and Parking Lot Repair

Dear Mr. Iwanicki:

J. Bragg Consulting, Inc. appreciates the opportunity to work with Jasper County on their 2025 CTC Paving and 2025/2026 Parking Lot Repair projects. This scope is based on the meetings held with you on January 20, 2026, February 12, 2026, and March 19, 2026, as well as a site visit performed by us and complying with the RFQ # 2025-14.

The projects contained within this scope consist of three funding sources, 2025 CTC Paving Projects, 2025/2026 Parking Lot Repair, and a grant. As discussed, the CTC projects will be prepared as “Strip-Map” Plans. Our understanding is that the 2025/2026 Parking Lot Repair Projects will be addressed internally and are not included in the scope.

Project	Note
2025 CTC Paving Projects – In Scope	
Volunteer Park Road	Strip Map Plans
Polaris Road	Strip Map Plans
Robertville Convenience Site	Strip Map Plans
Grays Convenience Site	Strip Map Plans
Coosawhatchie Convenience Site	Strip Map Plans
2025/2026 Parking Lot Repair – Not in Scope	
Detention Center	Strip Map Plans
Levy Limehouse	Design Plans
Juvenile Justice	Strip Map Plans
Coroner’s Office	Strip Map Plans
IT Department	Strip Map Plans
Government Building	Design Plans
Government Building Overflow	Strip Map Plans
Jasper Street Overflow	Strip Map Plans
Beck’s Ferry Landing	Design Plans
Third Ave Parallel Parking	Design Plans

In addition, the County would like to advertise the CTC strip map projects as one bid package. This proposal outlines the tasks associated with preparing the CTC projects for construction and the tasks are as follows:

Summary of Work

Task 1: Project Organization and Agency Coordination

Task 2: Design-Paving Projects and Parking Lot Repair - Strip Maps

Task 3: Bid Package and Cost Estimate

Task 4: Permitting

Task 5: Construction Administration and Engineering Inspection – not included as part of the cost proposal

Task 1 – Project Management and Agency Coordination:

J. Bragg Consulting (JBC) will provide project management for the development of the project internally, with subconsultants, County representatives, and other stakeholders. Project management shall involve monthly meetings, reviews, and correspondence to collaborate with County representatives on the issues, designs, and progress of the project.

- **Invoices and Progress Reports:** The Project Manager (PM) with collaboration from the Assistant Project Manager (APM) will provide a monthly progress report with the invoice and other required documentation in a timely manner. This will include review and approval of subconsultant invoices. It is assumed this information would be used by the County for overall project budget tracking and monthly reporting to others. Approximately 4 monthly progress reports and invoices. An invoice template will be developed to track the manhours per funding source to assist with the financial management.
- **Meetings:**
 - **Monthly Meetings:** Four (4) monthly meetings will be held throughout the duration of the project for design. It is anticipated that these meetings will be held virtually (TEAMS or similar platform). These meetings will include PM, APM, Design Leads, and other team members as needed. Construction meetings are included in Task 10.
 - **On-site Meetings:** An initial field review will be conducted for the resurfacing projects for preparation of the strip map plans and is expected to extend over a two-day period. We will coordinate the on-site meeting for each location with the Project Manager, Assistant Project Manager, County Representative, and Lead Design Engineer(s). This review will determine areas of full depth patching, milling limits, etc. Field measurements will be performed for strip map plans to determine road widths, parking areas, etc. for the development of plans.

- Data Sharing: A project folder, utilizing OneDrive, with access for team members will be established and access could be provided to the County. This allows the team to have the latest version of CADD files and other documents.
 - Schedule: A general schedule is shown for the strip map plans.
 - Strip Map Plans – CTC Paving Projects (5)
 - Plans - 3 months for plans and specification packages
 - Procurement – 2 months for advertisement, receipt and review of bids, and approval by Council
 - *Construction Completion – 3 months after Notice to Proceed to contractor
- *Construction administration and oversight is not included in this cost proposal but may be negotiated later.
- Financial Management: The PM and others will provide overall financial management for the CTC program and will obtain the available fund balance. During the project development phase, the team will track our monthly invoices as well create project budget baselines by developing conceptual construction cost estimates. The construction cost estimates will be updated with final construction plans. This will assist in determining if all projects may proceed with construction or if additional funding may be required. For the strip map projects, there will be one bid package.

If construction administration and oversight are provided, the team also will monitor the construction budget of the contractor to process monthly pay applications and/or any change orders.

- Design Review Coordination and QA/QC: JBC will perform reviews, utilizing standard Design Quality documents or permitting checklists for design and construction to ensure a constructible project is delivered. Internal review comments will be incorporated/resolved prior to submittal to the County.

Task 1 Assumptions:

- Four (4) monthly virtual meetings with Jasper County for design
- On-site field review for preparation of strip map plans for various projects

Task 1 Deliverables:

- Meeting Summaries
- Project Schedule and updates
- Approximately four (4) invoices and progress reports

Task 2 – Design-Paving Projects and Parking Lot Repair – Strip Maps:

JBC will prepare strip map plans on aerial imagery for the following projects: Volunteer Park Road, Polaris Road, Robertville Convenience Site, Grays Convenience Site, and Coosawhatchie Convenience Site.

The road plans will consist of title sheet, typical section, general construction notes, reference data sheet, “strip map” plan on aerial imagery and other details as required. The convenience sites will consist of title sheet, general construction notes, reference data sheet, “strip map” plan on aerial imagery, and other details as required. Each project will include a Summary of Estimated Quantities.

The following is a summary of the sheets:

- Title Sheet: This is standard sheet with project name, location map, project length, sheet index.
- Typical Section: This will be developed from field observations and measurements and will include the proposed pavement design. It will show lane width(s), proposed shoulders and slope, existing pavement, milling requirements, cross slope, etc.
- General Construction Notes: This will include SC DES standard notes, project quantities, sediment and erosion control sequence, general notes, permanent construction sign scheme and location.
- Reference Data Sheet: For the road projects, horizontal alignments will be developed and included on the reference data sheet. This would be used for project control. For the three convenience centers, an alignment or coordinates would be established for project control.
- Strip Map Plan Sheet: Aerial imagery and property lines would be obtained from the County or another source to create the plan sheet. For the two roadway projects, the horizontal alignments would be shown along with begin/end construction notes, location of stop bars, signs, etc. For these projects, additional intersection details will be provided and included on the plan sheet. These would be included as required. For the three convenience sites, the project control along with other items would be detailed on the plan sheets such as approximate fence locations, concrete pads, buildings, sheds, etc.
- Other Sheets: For Volunteer Park Road, a detail for speed bumps, if not reusing the existing speed bumps, would be developed. For Polaris Road, it may require information for tying to the existing parking lots. Other sheets may include detailed traffic control plans and pavement marking and signing plans if not using SCDOT’s standard drawings for the two road projects.

It is assumed the paving projects will be developed from field measurements and observations and will not require surveys. It is also assumed that geotechnical investigations and pavement design

analysis will not be required. The existing asphalt surfaces will be resurfaced with SCDOT's Asphalt Surface Course Type C at 200 PSY.

Task 2 Assumptions:

- Aerial Imagery will be provided by Jasper County.

Task 2 Deliverables:

- Five (5) plan sets in PDF format
- CADD files in .dgn or .dwg format

Task 3: Bid Package and Cost Estimate

One bid package will be developed for the five (5) strip map projects and will include the County's "front end" documents, a combined quantity bid schedule, standard specifications, supplemental technical specifications, project specific specifications, and special provisions.

For each project, a construction cost estimate would be prepared to assist with the financial management. One final construction cost estimate based on the combined quantities for the strip map plans will be calculated to assist with the bid review.

Task 3 Deliverables:

- One bid document
- 5 Cost Estimates with 1 combined for strip map projects

Task 4: Permitting

- Planning and Zoning

Since these are local projects, coordination with County Planning and Building department and Town Planning and Community Development will be required. The following will apply:

Jasper County Articles 2 and 3

Based on a review, minor site plan submittal requirements per Article 2 are exempt when new impervious site coverage (excluding building coverage) is less than 2,000 square feet and no new streets or roads are created. Given exemptions from Article 2, submission of minor site plans per Article 3, Section 3.4 is also exempt. On-site parking requirements per Zoning Ordinance Article 12.1.2 are assumed exempt, as the application is not for a building permit. Planning and Zoning will receive coordination plans only for the three convenience sites.

Town of Ridgeland

The Town maintains its own site plan review process, which incorporates the Jasper County Stormwater Management Design Manual for technical stormwater design criteria. For parking lot

resurfacing and reconfiguration projects that do not involve new buildings, the following review is anticipated:

- Sketch Plan Review (Optional): A no-fee preliminary review is available for direction on code requirements prior to detailed plan submittal. Town staff will respond within ten (10) business days.
- Site Work Permit: Projects involving resurfacing, restriping, and minor reconfiguration may require a Site Work Permit rather than full site plan review, subject to Town Planning Director determination.
- Full Site Plan Review: If the reconfiguration significantly alters site circulation, access points, or drainage patterns, Planning Commission review (Preliminary and Final) may be required. This determination will be made during the Sketch Plan Review or initial coordination with Town Planning staff.

Parking lot design must comply with the Town of Ridgeland Zoning Ordinance (TRZO) Article 5, including paved surfaces (asphalt or concrete; gravel not permitted) and parking stall and aisle dimensions per TRZO Section 5.10.

One project, Volunteer Park Road, will be submitted to the Town for review and approval since it has three owners – County, Town, and School District, each owning a segment of the roadway.

- Stormwater Permits

Neither Jasper County nor the Town of Ridgeland are an MS4, but both incorporate stormwater requirements for permitting within their criteria. Several projects will also require automatic coverage with SCDES. The following will be required:

Jasper County

All projects are exempt from stormwater management plan requirements per Jasper County Code of Ordinances, Appendix B, Land Development Regulations, Article 10, Sections 10.4–10.7, provided each project involves:

- Addition of less than 5,000 square feet of impervious cover, and
- Less than ten percent increase in total site impervious area, or
- Less than one-half acre of total land-disturbing activities.

Exempt activities are not subject to stormwater management plans, inspection and maintenance agreements, stormwater design standards (pre/post and water quality), or maintenance requirements.

SCDES/NPDES

For projects in the County, the following applies:

- Projects <1 acre, NOT within 0.5 miles of Coastal Receiving Water: Submit SCDES Notification Form 0451. Upon SCDES determination that NPDES coverage is not required,

a letter of exemption will be issued. Coastal Zone Consistency (CZC) certification through SCDES Bureau of Coastal Management is required.

- Projects <1 acre, WITHIN 0.5 miles of Coastal Receiving Water: Automatic CGP coverage applies. CZC certification and SCDES-OCRM notification are required prior to land disturbance.
- Projects ≥1 acre OR part of an LCP: Full NOI (Form 2617), SWPPP, and CZC are required.

It is assumed that no projects are part of a larger common plan. Notification will be submitted for one (1) project – Volunteer Park Road– complying with the first bullet.

Notification is not required for the other resurfacing projects, requiring mill and overlay or pothole repairs without subgrade work. These four (4) projects are Polaris Road and three convenience sites. If full depth replacement, subgrade repairs, new curb & gutter, new ADA work, or grading is required, it will require notification.

- SCDOT Encroachment Permits

JBC will submit one (1) encroachment permit for all five (5) projects that require access to SCDOT's system. The permit will be prepared for the County's signature. JBC will coordinate with SCDOT on the approval of the permit. The five projects are the following:

- Volunteer Park Road
- Polaris Road
- Robertville Convenience Site
- Grays Convenience Site
- Coosawhatchie Conv. Site

Task 4 Assumptions:

- County Planning and Zoning will be provided with plans for 5 projects for coordination only.
- SCDES notification is not required for 5 projects.
- Wetland delineations and/or permits are not required.

Task 4 Deliverables:

- Town Planning and Community Development approval for 1 project – Volunteer Park Rd
- SCDES Notification for 1 project with CZC certification
- SCDOT Encroachment Permit (1 permit for all 5 projects)

Task 5: Construction Administration and Engineering Inspection

This is not included in the fee estimate, but could be included based on a negotiated fee and would include the following items:

It is assumed the CTC package will have a 3-month construction duration from NTP. JBC with F&ME Consultants will assist the County in the management of the construction contract as follows:

- Advertisement and Award

The PM and Assistant PM will coordinate with the County prior to beginning the construction process. Both will review the bid packages and discuss it with the County and/or other stakeholders prior to advertising. Following approval of the bid package, the County will be provided with a copy of all electronic documents for advertisement for construction in South Carolina Business Opportunities (SCBO), County website, and/or local newspapers.

Once the bids are received by the County, the PM and Assistant PM will assist the County with reviewing the bids to determine the most *responsive and responsible* low bidder, and a recommendation to award will be made to the County. If there is no *responsive and responsible* low bidder, a recommendation to re-advertise will be made.

- Pre-construction Conference

The PM, Assistant PM, Resident Construction Manager (RCM), and other required team members will conduct a pre-construction conference once the contract has been executed with the responsive and responsible low bidder. The PM, Assistant PM, and RCM will provide guidance to the contractor for receipt of invoices, product certifications, traffic control plan, and other items necessary prior to starting construction activities. The PM will also provide an overview of the project and answer questions pertaining to the plans. The Pre-construction Conference will be held in-person and virtually (i.e. TEAMS meeting). The PM, Assistant PM, and RCM will attend in-person along with the County and Contractor. The JBC design leads and utility coordinator will attend virtually. Utility representatives and other stakeholders may attend in-person or virtually.

- Construction Management and Construction Engineering & Inspection (CEI)

The PM, RCM, and SCDOT certified inspectors will monitor construction activities. Full-time SCDOT style CEI services are not requested. The projects are expected to require two (2) visits during paving; 1 visit at the beginning of paving for each site and one visit near the midpoint of paving for each site. The PM, APM, and/or design engineers would perform two (2) site visits as needed.

During construction, a bi-weekly virtual (TEAMS) construction meeting will be conducted by the PM/RCM and will include representatives from the contractor, County, inspector, and other stakeholders as needed/warranted. Design engineers/utility coordinator would also attend as needed.

The PM and RCM would also:

- Manage the construction contract and resolve construction and billing issues
- Prepare/review contractor's pay request as well as schedule and submit pay request to the county for payment
- Certify payrolls and obtain Certificate of Compliance as required by the South Carolina Illegal Immigration Reform Act
- Review and provide recommendation for change orders

- Review and approve HMA Job Mix Formulas submittals
- Obtain truck ticket quantities and compute laydown rate of pavement for each site.
- Obtain asphalt batch plant test results for each day of paving from the asphalt supplier.
- Coordinate shop drawing review and approval, if needed

In addition, the RCM would perform, but not limited to, the following:

- Manage daily work quantities and sign-off sheets
- Record daily activities, equipment used, weather, construction issues and delays
- Resolve field problems with the contractor and coordinate with PM as needed
- Review requests for contract time extensions
- Schedule and perform punch list inspection with contractor and others
- Schedule and perform final inspection for acceptance with contractor and others

On-site inspection by FME will include the following:

- Visit each site at the beginning of paving and approximately at the midpoint of paving
- Observe rolling pattern is established and being followed while on-site
- Conduct field density tests with a nuclear density gauge
- Observe contractors grade control
- Obtain a bulk asphalt sample for each site
- Test the bulk asphalt sample for maximum theoretical specific gravity, asphalt content, and gradation, if asphalt batch plant test results are not provided.
- Provide a field report for each visit to the sites

Task 5 Assumptions:

- Full-time observations of paving and other construction activities are not included.
- As-builts are not required.
- No pavement corings will be required.
- Soil density testing is excluded except as required by SCDOT for Third Avenue.
- Inspections of temporary traffic control and stormwater pollution prevention plan implementation are excluded.
- No inspections or surveillance of asphalt batch plant will be conducted.

Task 5 Deliverables:

- Pay Applications
- Testing reports
- Weekly construction meeting minutes

J. Bragg Consulting will accomplish Tasks 1-4 based on time and materials not to exceed \$100,000.00, including expenses. Task 5 is not included in the fee estimate. We appreciate the opportunity to work on this project. If there are any questions regarding this proposal, please let us know.

Sincerely,

J. Bragg Consulting, Inc.

Jennifer L. Bragg, PE

President & CEO

Enclosures:

- J. Bragg Consulting Fee Estimate



Jasper Co Paving - Fee Proposal

CTC Projects	Task 1 Proj. Mgmt	Task 2 Design	Task 3 Bid Pack	Task 4 Permitting	Expenses	Total
Volunteer Park Rd	\$ 3,218.00	\$ 14,900.00	\$ 895.00	\$ 564.00	\$ 2,820.70	\$ 22,397.70
Polaris Rd	\$ 3,218.00	\$ 14,900.00	\$ 895.00	\$ 94.00	\$ 720.70	\$ 19,827.70
Robertville Conv.	\$ 3,218.00	\$ 14,100.00	\$ 895.00	\$ 329.00	\$ 720.70	\$ 19,262.70
Grays Conv.	\$ 3,218.00	\$ 14,100.00	\$ 895.00	\$ 329.00	\$ 720.70	\$ 19,262.70
Coosawhatchie Con	\$ 3,218.00	\$ 14,100.00	\$ 895.00	\$ 329.00	\$ 720.70	\$ 19,262.70
	\$ 16,090.00	\$ 72,100.00	\$ 4,475.00	\$ 1,645.00	\$ 5,703.50	\$ 100,013.50

PM Fee	\$ 16,090.00	\$ 3,218.00	Prorated for all (14) projects
Bid Package	\$ 4,475.00	\$ 895.00	Prorated for all (5) projects
County Permitting	\$ 705.00	\$ 235.00	3 projects
Town Permitting	\$ 235.00	\$ 235.00	sketch plans - 1 project
SCDOT Permits	\$ 470.00	\$ 94.00	5 projects
SCDES	\$ 235.00	\$ 235.00	1 project

Expenses by Project

	Town Fees	SCDES Fees	Full Size Plans (4)	Half Size Plans (2)	Hotels	Mileage	Meals	Total
Volunteer Park Rd	\$ 900		\$ 1,200	\$ 432	\$ 69.00	\$ 165.30	\$ 54.40	\$ 2,820.70
Polaris Rd				\$ 432	\$ 69.00	\$ 165.30	\$ 54.40	\$ 720.70
Robertville Conv.				\$ 432	\$ 69.00	\$ 165.30	\$ 54.40	\$ 720.70
Grays Conv.				\$ 432	\$ 69.00	\$ 165.30	\$ 54.40	\$ 720.70
Coosa. Conv.				\$ 432	\$ 69.00	\$ 165.30	\$ 54.40	\$ 720.70
	\$ 900.00	\$ -	\$ 1,200.00	\$ 2,160.00	\$ 345.00	\$ 826.50	\$ 272.00	\$ 5,703.50

Notes

1. Town Fees are based on project cost. The amount shown is a budget but these will be updated when submitted to the Town. The County is responsible for the fees regardless of the budget shown for each project.
2. SCDES fee may or may not be required for Beck's Ferry Landing. This will be dependent upon final design. It is assumed all other projects are notification only and the fee is not required.
3. The Town requires four (4) full size plan sets when submitting for review and approval. The amount shown is a budget for each project and the receipt will be provided with the invoice for the actual cost expended on the project.
4. The hotels, mileage, and meals are prorated equally for all projects. The hotels and meals are budgets and will be invoiced based on receipts. The mileage will be based on the miles driven for the projects.



Jasper Co Paving - Fee Proposal	Principal \$295.00	Sr. Proj. Mgr \$265.00	Proj. Mgr/Sr. Eng \$235.00	Engineer \$170.00	Designer \$115.00	Total
Task 1 - Project Management & Agency Coordination						
Coordination with County	2	2	2			\$ 1,590.00
Monthly Meetings (4)	2	4	4			\$ 2,590.00
Invoices and Progress Reports (4)	3	1	3			\$ 1,855.00
On-site Meeting: 5 "strip map" proj. (PM, APM, 2 Design Leads)		9	18			\$ 6,615.00
Financial Management		2	2			\$ 1,000.00
Design Review and QA/QC		3	3			\$ 1,500.00
Prepare Agenda/Meeting Minutes			4			\$ 940.00
Subtotal	7	21	36	0	0	\$ 16,090.00

Task 2 - Design - Paving Projects and Parking Lot Repair - Strip Maps

CTC Paving Projects

- Volunteer Park Road (3,400 +/- LF)			20	60		\$ 14,900.00
- Polaris Road (2,400 +/- LF)			20	60		\$ 14,900.00
- Robertville Convenience Site			60			\$ 14,100.00
- Grays Convenience Site			60			\$ 14,100.00
- Coosawhatchie Convenience Site			60			\$ 14,100.00
Subtotal	0	0	220	120	0	\$ 72,100.00

Task 3 - Bid Package and Cost Estimate

Bid Package (1)		2	3		8	\$ 2,155.00
- Project Specific Specifications		2	2			\$ 1,000.00
Cost Estimates (5 individual w/ 1 combined for strip map proj.)			2	5		\$ 1,320.00
Subtotal	0	4	7	5	8	\$ 4,475.00

Task 4 - Permitting

County Planning & Zoning - Coordination Plans Only - 3 Projects			3			\$ 705.00
Town Planning & Community Development						
- Sketch Plans (1 project)			1			\$ 235.00
- Subtotal						\$ 235.00
SCDES/NPDES/CZC						
- Notification & CZC (1 project)			1			\$ 235.00
- Subtotal						\$ 235.00



SCDOT Encroachment Permit			2			\$ 470.00
Subtotal	0	0	7	0	0	\$ 1,645.00

Reimbursable Expenses

Town Planning & Community Development Fees (1 project - approximate budget)						\$ 900.00
Construction Plans (assume 4 copies, full-size per project for Town)						\$ 1,200.00
Construction Plans (assume 2 copies, half-size per project)						\$ 2,160.00
Hotels						\$ 345.00
Meals (per receipt - budget included)						\$ 272.00
Mileage (federal rate)						\$ 826.50
Subtotal						\$ 5,703.50
Total						\$ 100,013.50

	One-way	Trips	Total
Newberry to Ridgeland	165	1	330
Bamberg to Ridgeland	75	1	150
Summerville to Ridgeland	80	1	160
Chapin to Ridgeland	145	0	0
Bluffton to Ridgeland	35	2	140
Travel within County to Sites	60	6	360
			1140

Travel	Meals	Number	Total
Onsite-meeting for strip map plans - Newberry (2), Bamberg, Summerville	\$ 68.00	4	\$ 272.00
Delivery of 8 permit packages to Town - Bluffton			\$ -
			\$ 272.00
Hotels			
On-site Meeting for strip map plans - 3 rooms for 1 night	\$ 115.00	3	\$ 345.00

AGENDA
ITEM #9E



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, Consideration and Approval of RFP #2026-11 Design Build Services for Various Boat Landing Improvements.

Meeting Date:	April 6, 2026
Agenda Item Number	9E
From	Jim Iwanicki, P.E. Director of Engineering Services
Subject:	Presentation, Consideration and Approval of RFP #2026-11 Design Build Services for Various Boat Landing Improvements.
Recommendation:	Award RFP #2026-11 Design Build Services for Various Boat Landing Improvements to Nix Construction Company, Inc. as the most responsive proposer in the amount of \$1,038,304 and authorize the County Administrator to sign the contract. In addition, budget \$438,304 in Local A/H Tax funding for boat landing improvements and move Sargent Jasper Park Pathways and Bridges project to FY 2027.

Description:

Bids were received on March 10, 2026, at 1:00pm for the Design Build Services for Various Boat Landing Improvements. See attached RFP #2026-11. This project included improvements at Beck’s Ferry Landing, Turnbridge Landing, and Knowles Island Pier. The project also included concept designs for B & C Landing, Bolan Hall Landing, Cooks Landing, Corner Lake Landing, Dawson’s Landing, and Tuten’s Landing. Two bidders submitted proposals.

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

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

Scoring Criteria D. Costs

Company	Bid Amount
Nix Construction Company, Inc. Ridgeland, SC	\$1,038,304.00
O'Quinn Marine Construction Inc, Beaufort, SC	\$1,380,000.00

Based on the scoring criteria the scoring committee has determined Nix Construction Company is the most responsive RFP.

A legislative earmark/grant in the amount of **\$750,000.00** from the SC Department of Parks, Recreation, and Tourism has been awarded and the funds have been received which will provide the majority of the funding for the project.

Since Nix's proposal exceeds the amount of the grant. Staff have developed two options to address the shortfall.

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

Option 2 – This project is eligible to use Local A/H Tax funding. At the October 30, 2025, Capital Improvement Plan and Budget Workshop, Council identified \$800,000 Local A/H Tax funding to be used for pathways and bridges at Sargent Jasper Park. To accomplish all the proposed work at the boat landings an additional \$438,304 is required (\$288,304 for work identified in this RFP and an additional \$150,000 for the Beck's Ferry parking lot resurfacing). Staff are requesting that the \$438,304 be moved from the pathways and bridges project to the boat ramp project. The pathways and bridge project will be moved to FY2027.

Recommendation:

Award RFP #2026-11 Design Build Services for Various Boat Landing Improvements to Nix Construction Company, Inc. as the most responsive proposer in the amount of \$1,038,304 and authorize the County Administrator to sign the contract. In addition, budget \$438,304 in Local A/H Tax funding for boat landing improvements and move Sargent Jasper Park Pathways and Bridges project to FY2027.

Attachments:

- Scoring Sheet
- SCBO Advertisement
- IVTB #2026-5 Including Addendum 1

From: noreply@mmo.sc.gov <noreply@mmo.sc.gov>
Sent: Friday, February 6, 2026 3:41 PM
To: Catherine Culbreth <cculbreth@jaspercountysc.gov>
Subject: SCBO Advertisement Submission

Your SCBO advertisement (**AD# 63434**) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

Please note that ads submitted after 12:00 pm may not be reviewed/published until the next business day.

The information you submitted for the advertisement is included below:

Category: Construction

Advertisement Date: 2026-02-06 00:00:00

Project Name: Design Build Services for Various Boat Landing Improvements

Project Number: RFP #2026-11

Project Location: Jasper County, SC

Description of Project/Services:

Jasper County, SC, is seeking sealed proposals for the Design Build Services for Various Boat Landing Improvements throughout Jasper County from qualified Marine Contractors and Engineering and Architecture firms.

Bid/Submittal Due Date: 2026-03-10 13:00:00

Number of Bid/Submittal Copies: 4

Construction Cost Range:

Project Delivery Method: Design-Build

Agency Project Coordinator: Jim Iwanicki

Email: jiwanicki@jaspercountysc.gov

Telephone:

Project Details:

Ad Creation Date: Fri, 02/06/2026 - 15:35

RFP #2026-11
Design Build Services for
Various Boat Landing Improvements
March 4, 2026

ADDENDUM #1
QUESTIONS AND ANSWERS

Question 1

Becks Ferry Landing - The bid sheet for Becks Ferry Landing includes grade and gravel parking spots. The existing parking lot is asphalt. Are you proposing to demolish the existing asphalt parking and replace it with gravel parking?

Answer 1 – The parking lot will be address as part of another contract. All work shall tie into the existing asphalt parking lot. Line 11 will be deleted on the Page 14 form as part of Addendum 1.

Question 2

Becks Ferry Landing - The scope on pg. 21, exhibit A mentions expanding the park footprint to include restroom facility and pavilion. Should the restroom and pavilion be added to the bid sheet as line items?

Answer 2 – The restroom building and picnic pavilion will be negotiated as an extra if added to the project. The footprint of the site will not be expanded, and the land acquisition services are not required. Line 3 will be deleted on the Page 14 form as part of Addendum 1.

Question 3

Becks Ferry Landing - The breakwater wall is rotten and needs repair. Should the breakwater wall be added to the bid sheet?

Answer 3 – Yes, add the breakwater wall to the project. A new line item will be added to the Page 14 form as part of Addendum 1.

Question 4

Turnbridge Landing - Is land acquisition assistance needed for Turnbridge Landing?

Answer 4 – No

RFP #2026-11
Design Build Services for
Various Boat Landing Improvements
March 4, 2026

Question 5

Turnbridge Landing - Approximate quantities for rip rap were provided for Becks Ferry Landing. Do you have an approximate quantity of the rip rap needed for Turnbridge Landing?

Answer 5 – There is no estimate for the rip rap needed at Turnbridge Landing. A new Page 15 form is included in Addendum 1 so the contractor can include a quantity of rip rap that the bid is based on.

Question 6

Knowles Island Public Fishing Pier - Approximate quantities for rip rap were provided for Becks Ferry Landing. Do you have an approximate quantity of the rip rap needed for Knowles Island Public Fishing Pier?

Answer 6 – There is no estimate for rip rap needed at Knowles Island Public Fishing Pier. A new Page 16 form is included in Addendum 1 so contractor can include a quantity of rip rap that the bid is based on.

REQUEST FOR PROPOSAL (RFP)

RFP #2026-11

Design Build Services for Various Boat Landing Improvements



Advertised: February 6, 2026

RFP Due: March 10, 2026

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

I. GENERAL INFORMATION

Jasper County (“the County”) is soliciting responses from qualified Marine Contractors and Engineering and Architecture firms (“Proposers” or “Contractors”) licensed in South Carolina to provide Construction Services and related professional services including design and permitting as further described herein.

RFP MUST BE RECEIVED NO LATER THAN 1:00 pm ON Tuesday, March 10, 2026.

Issue Request for Proposals (RFP)	February 6, 2026
Deadline for Inquires	February 27, 2026, 5:00 pm
Response to Inquiries	March 4, 2026
Deadline for Submitting Proposal	March 10, 2026, 1:00 pm

II. INSTRUCTIONS TO BIDDERS

1. Pre-Submittal

Any questions regarding this RFP must be submitted in writing via email to jiwanicki@jaspercountysc.gov or through the vendor registration page located on Jasper County’s Bids and Solicitations web page, <https://www.jaspercountysc.gov/services/bids-and-solicitations/> **NO LATER** than **Friday, February 27, 2026, by 5:00 pm.**

All submitted questions will be addressed and posted on Jasper County’s Bids and Solicitations web page and the vendor registration portal on **Wednesday, March 4, 2026.**

2. Proposal Reading Location

The names of Proposers will be publicly read at the Jasper County, Clementa Pinckney Government Building, Council Chamber, Third Floor, 358 Third Avenue, Ridgeland, SC 29936 on **Tuesday, March 10, 2026, at 1:00 pm. The Proposals will not be opened, and no other information about the Proposals will be provided at that time.**

All Proposers or their representatives are invited to attend the Proposal opening.

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

3. Submittals

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

Each mailed or hand delivered Proposal must submit a sealed package containing an original and four **(4) copies** of the RFP and must have “**BOAT LANDING RFP #2026-11**” clearly written on the outside.

All mailed or hand delivered Proposals will be logged in and date and time stamped.

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

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

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

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

- a. Front and/or back cover pages of your Proposal document
- b. Table of Contents for your Proposal document
- c. Section Dividers for your Proposal document
- d. AFFIDAVIT OF COMPLIANCE document
- e. Bid Form

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

Jasper County, South Carolina
RFP #2026-11
Design Build Services for Various Boat Landing Improvements

4. Proposed Procurement Timeline

Release date for RFP	February 6, 2026
Final Date to Receive Written Questions	February 27, 2026
Addenda to Answer Questions	March 4, 2026
RFP Closing Date	March 10, 2026
Completion of Selection Committee Review and Recommendation	April 3, 2026
Finalize Contract Terms	April 14, 2026
Jasper County Council	April 20, 2026
Execution of Contract	April 30, 2026

5. Sealed and Marked

If sent by mail or hand-delivered, the original signed Proposal shall be submitted in a sealed package, clearly marked “**BOAT LANDING RFP #2026-11**” on the outside of the package and addressed to:

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

It is the Proposer’s sole responsibility to deliver the Proposal to the Jasper County Government Building reception desk for receipt on or before **1:00 pm, Tuesday, March 10, 2026.**

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

Proposals submitted via email will not be accepted.

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

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

6. Legal Name and Signature

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

7. Clarification and Addenda

Each Proposer shall examine the RFP documents. The Administrative Services Division Procurement Officer shall not be responsible for interpretations or clarifications of Project Scope.

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

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

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

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

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

8. Responsive and Responsible Proposals

To be responsive, the Proposal shall conform in all material respects to the requirements set forth in the RFP. To be responsible, the Proposal shall fulfil fully the requirements, experience, reliability, capacity, and equipment that will ensure good faith performance.

9. Reserved Rights

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

10. Applicable Law

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

11. Right to Protest

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

12. Contract Forms

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

13. Forms, Alternates, Variances

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

14. Proposal Prices

Provide a Bid Summary for each construction item listed on the Bid Form. Each item must be proposed separately, and no attempt is to be made to tie any item(s) in with any other item or items.

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

15. Descriptive Information

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

16. Deviations to Scope of Work and Requirements

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

17. Quality

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

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

18. Regulations

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

19. Termination of Award

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

20. Royalties and Patents

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

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

21. Inspection and Acceptance

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

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

III. GENERAL TERMS AND CONDITIONS

1. Exceptions to Specification

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

2. Evaluation of Proposals

Any Purchase Order or Purchase Sales Agreement resulting from this RFP shall be awarded to the Proposer providing the best proposal as determined by Jasper County, South Carolina.

Responses will be evaluated using the following criteria:

- A. **Qualifications, Abilities, and Experience of Key Personnel (30%)** - Each firm will be evaluated in terms of the experience and qualifications of the key personnel that will be assigned to the Program Management Team.
- B. **Experience of the PROPOSER and References (30%)** - Each Proposer shall be evaluated by its demonstrated capabilities and experience to provide the required services. Review will include but not be limited to past performance on similar types of work, quality of work, and adherence to schedules and other related factors. History of working with municipalities and other local governments will also be considered. Review will include review of any subcontractors specified in Proposer's submittal as well.
- C. **Proposal Quality (20%)** - Each Proposer will be evaluated on how the RFP was put together and the readability of the document.
- D. **Project Cost (20%)** - Each Proposer will be evaluated on the project cost.

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

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

3. Award

Each factor of the evaluation will be considered relative to obtaining the most effective plan consistent with the needs of the County.

4. Product Liability Insurance

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

IV. SCOPE OF SERVICES

1. Project Purpose

Jasper County is seeking qualified marine contractors along with engineering and architecture services with licensure in South Carolina to provide construction services and related professional services including design and permitting as further described herein.

2. Scope of Work

The following is a list of some of the representative services that may need to be provided as part of the Design Build Contract.

- Site master planning
- Project scoping
 - Space Study
 - Schematic Design
 - Preliminary Cost Estimates
 - Preliminary Time Schedule
 - Conceptual Renderings
- Survey and Land Acquisition Services
- Site plan design
- Structures design
- Construction documents
- Pricing
 - Guaranteed Maximum Price (GMP)
- Construction Administration
 - Pre-Construction conference
 - Submittal review and approval
 - Construction document interpretation
 - Perform all inspections for all phases including required opening

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

- inspection by any public agency authorities.
- Provide and direct material and systems testing
- Change order preparation
- Attend progress meetings
- Contractor's pay requests.
- Project closeout
- Post construction
 - Assist in training personnel to operate and maintain the facility.
 - Final record documents using contractor-prepared as-built drawings in a PDF format.
 - Startup.
- Selection of fixtures, equipment and signage
- Renderings
- Permitting

The Project Scope is defined further in "EXHIBIT A."

V. PROPOSAL REQUIREMENTS AND FORMATTING

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

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

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

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

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

QUALIFICATIONS:

Section A: Personnel Technical Competence/Qualifications

1. Project Team Organizational Chart: Provide an organizational chart identifying team members who might be assigned to this contract (including sub-consultants). The organizational chart must include the name, role/position, and office location of each team member and subconsultant. A project team member may be responsible for more than one area.
2. Professional Resumes: Provide professional resumes of key project personnel proposed for this contract and detailed background information including:
 - Education
 - Professional registrations and certifications, applicable to South Carolina
 - Experience
 - Years with Proposer
 - Office location
 - Specific role and responsibilities on past projects of this type
3. Proposer Reserves: Description of the available backup personnel, resources, and their location.
4. Primary Point of Contact: Identify the Proposer's primary point of contact.
5. Organization of sub-consultants and personnel: Provide the name of any Proposer(s) and their personnel that will be providing sub-consulting services to your Proposer. Also include the services they will provide, their office location, and a contact name and phone number.

Section B: Background, Capabilities, and Experience

1. Range of Services: Provide a description of the full range of services the Proposer provides. Provide the number of years in business and the location of the main office that will service the County's account including the location of any sub-consultants.
2. Capabilities: Discuss the Proposer's unique qualifications, capabilities, and methodologies that will be used for the Design Build Services.

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

3. Prior Experience: Provide a complete list with detailed descriptions including dollar value and time frame of the Proposer's experience on similar Governmental Design Build Services and/or Governmental Engineering and Architecture Services within the past 5 years. Specify the type of work performed, the Proposer's Project Manager and personnel that worked on the referenced projects including their role. Include project photos, budget and schedule. Identify if the project was completed on time and on budget.
4. Project References: Provide at least three (3) references from Item 3 above. Provide Name, current employer, past employer, if relevant, current phone number, and current email address.
5. Workload: Provide a summary of current workload and workload projections. Present and anticipated workload of project team (please show in tabular format with each team member's anticipated obligations depicted over the life of the project).
6. List of litigation history of the Proposer and all sub-consultants for the past 5 years.

Section C: Scope of Work Approach

Discuss and provide insight into the Proposer's approach. What sets the Proposer's approach apart from others in the industry.

Section D: Forms and Information

AFFIDAVIT OF COMPLIANCE must be submitted.

Section E: Costs

The Project Bid will be used in the evaluation of Proposals but will not form the basis for contract negotiations with the selected Proposer.

The Proposer shall submit a Billable Costs Document for their Proposal. At a minimum, the document shall have a line-item cost for each construction item.

Jasper County, South Carolina

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Design Build Services for Various Boat Landing Improvements

VI. CONTRACT AWARD

Contract award, as well as contract continuation of the contract in subsequent fiscal periods, is subject to availability of County funds. If contract negotiations with the highest rated Proposer are unsuccessful, the County reserves the right to begin contract negotiations with next highest rated Proposer.

If a contract is awarded as result of this solicitation, such award shall be made to the most qualified Proposer(s). If contract negotiations with the most qualified Proposer(s) are unsuccessful, the County reserves the right to begin contract negotiations with the next most qualified Proposer(s).

VII. STANDARD CONTRACT TERMS AND CONDITIONS

The Proposer acknowledges that a contract will need to be carried out with terms and conditions acceptable to the County and the Proposer.

The Proposer agrees that terms and conditions provided in this RFP, and in their response to the RFP either in their entirety or relevant portions thereof, should be included and become part of any resulting contract.

Please note that if the County determines that key team members identified in this RFP are no longer available and/or not being used on this project, the County reserves the right to terminate the contract.

The anticipated term of the resulting contract shall be twelve (12) months.

VIII. WARRANTY

The Proposer will warranty this work for a period of one (1) year if anything should prove defective in its workmanship or materials.

END OF SECTION

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

BID FORM

Proposal Pricing

Beck's Ferry Landing

Line	Item	Price
1	Concept design	
2	Survey	
3	Land Acquisition Services	
4	Permitting	
5	Mobilize	
6	Demo and Disposal	
7	Construct new 8' x 31' Walkway	
8	Construct new 10' x 9' deck	
9	Grading, filter fabric, and rip rap	
10	Repair floating dock	
11	Grade and Gravel parking spots	
	TOTAL	

RETURN THIS PAGE

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

BID FORM

Proposal Pricing

Turnbridge Landing

Line	Item	Price
1	Concept design	
3	Permitting	
4	Mobilize	
5	Demo and Disposal	
6	Construct new Concrete Ramp	
7	Construct new Walkway	
8	Construct new deck	
9	Grading, filter fabric, and rip rap	
10	Repair floating dock	
11	Grade and Gravel parking spots	
	TOTAL	

RETURN THIS PAGE

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

BID FORM

Proposal Pricing

Knowles Island Pier

Line	Item	Price
1	Concept design	
2	Permitting	
3	Mobilize	
4	Grading, filter fabric, and rip rap	
	TOTAL	

RETURN THIS PAGE

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

BID FORM

Proposal Pricing

Additional Landing(s)

Line	Item	Price
1	Concept design - B & C Landing	
2	Concept design - Bolan Hall Landing	
3	Concept design - Cooks Landing	
4	Concept design – Corner Lake Landing	
5	Concept design – Dawson’s Landing	
6	Concept design –Tuten’s Landing	
	TOTAL	

RETURN THIS PAGE

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

AFFIDAVIT OF COMPLIANCE (continued)

Telephone Number _____

Email _____

Federal Tax ID No. _____

DBE Vendor (Yes/No)

Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

Date _____

ADDENDA

Proposer acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

RETURN THIS PAGE

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

STATEMENT OF "NO PROPOSAL"

Return this page only if your company provides the products/services being requested and DECLINES to do so.

We, the undersigned, have declined to respond to the above REQUEST FOR PROPOSAL for Beck's Ferry Boat Landing Improvements for the following reasons:

- Specifications too "Narrow," geared to one brand or manufacturer (Please explain below).
Insufficient Time to Respond to REQUEST FOR PROPOSAL.
Unable to Meet Specifications.
Specifications Unclear (Please explain below).
Other (Please explain below).

Remarks

Multiple horizontal lines for writing remarks.

Company Name _____

Address _____

Two horizontal lines for address details.

Name and Title _____

Date _____

Signature _____

Telephone Number _____

Email Address _____

RETURN THIS PAGE

Jasper County, South Carolina
RFP #2026-11
Design Build Services for Various Boat Landing Improvements

Exhibit A

Beck's Ferry Boat Landing Project Scope

1. Prepare conceptual design of the Landing park. Expand park footprint to include a restroom building and picnic pavilion.
2. Survey site and establish park limits.
3. Prepare land acquisition documents to assist the County attorney with acquisition.
4. Permitting from local, state, and federal agencies as needed.

Supply all labor, materials and equipment to perform the following work:

1. Mobilization – Mobilize needed equipment to include excavators, vibratory hammers, and crane barge to the job site.
2. Demolition and Disposal – Demolish and dispose of existing structure at a proper facility.
3. Construct a new 8' x 31' walkway with handrails in the existing location.
4. Construct a new 10' x 9' platform with handrails connecting the walkway with the aluminum ramp.
5. Grading the left and right side of the boat ramp, install new filter fabric, and install approximately 100 tons of riprap on both sides of the boat ramp and under the wooden 10' x 9' deck section.
6. Repair the floating Gatordock by supplying and replacing the 18" x 39' Gatordock pontoon under the floating dock. This is anticipated to be completed by crane barge.
7. Grade and add gravel as needed to existing the parking spots.

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

Turnbridge Landing Project Scope

1. Prepare a conceptual design of the Landing park. This project has not been studied to the same level of detail as Beck's Ferry Boat Landing, and additional scoping is needed.
2. Permitting from local, state, and federal agencies as needed.

Supply all labor, materials and equipment to perform the following work:

1. Mobilization – Mobilize needed equipment to include excavators, vibratory hammers, and crane barge to the job site.
2. Demolition and Disposal – Demolish and dispose of existing structure at a proper facility.
3. Construct a new concrete boat ramp.
4. Construct a new walkway with handrails in the existing location.
5. Construct a new platform with handrails connecting the walkway with the aluminum ramp.
6. Grading the left and right side of the boat ramp, install new filter fabric, and install riprap on both sides of the boat ramp and under the deck.
7. Supply and replace the Gatordock pontoon under the floating dock. This is anticipated to be completed by crane barge.
8. Grade and add gravel as needed to the existing parking spots.

Jasper County, South Carolina

RFP #2026-11

Design Build Services for Various Boat Landing Improvements

Knowles Island Pier Project Scope

1. Prepare conceptual design of the Pier. This project has not been studied to the same level of detail as Beck's Ferry Boat Landing, and additional scoping is needed.
2. Permitting from local, state, and federal agencies as needed.

Supply all labor, materials and equipment to perform the following work:

1. Mobilization – Mobilize needed equipment to include excavators, crane barge to the job site.
2. Grading the left and right side of the boat ramp, install new filter fabric, and install riprap on both sides of the boat ramp and under the deck.

Jasper County, South Carolina
RFP #2026-11
Design Build Services for Various Boat Landing Improvements

Additional Project Scope

These additional sites will need to be evaluated for needs and a conceptual design completed. Additional Scoping is needed as these projects have not been studied to the same level of detail as Beck's Ferry Boat Landing, Turnbridge Landing, and Knowles Island Pier.

Permitting and construction scope of work to be determined and added as a contract amendment, subject to project funding.

1. B & C Landing
2. Bolan Hall Landing
3. Cooks Landing
4. Corner Lake Landing
5. Dawson's Landing
6. Tuten's Landing

Jasper County, South Carolina
RFP #2026-11
Design Build Services for Various Boat Landing Improvements

Materials and Specifications:

1. Pilings for walkway will be 8" tip, 10" butt 2.5cca marine treated.
2. Caps will be 3"x 10" #1 .60cca treated KDAT placed on both sides of the piles and bolted with 5/8" bolts.
3. Stringers will be 2"x10" #1 .60cca treated KDAT.
4. Decking will be 2" x 8" #1 .60cca treated KDAT nailed with Maze brand ring shank nails.
5. Handrails will be 4"x 4" stanchions #1 .60cca treated KDAT double braced with 2" x 4." The 2" x 4" ACQ treated will be used for the top and center rails with 1"x 6" composite for capping.
6. If composite is chosen, all decking will be 1"x6" Envision composite fastened with 316 stainless steel screws.
7. All nuts, bolts, cleats, and hardware for fixed dock will be hot-dipped galvanized.

**Jasper County, South Carolina
RFP #2026-11
Design Build Services for Various Boat Landing Improvements**

Exhibit A

Beck's Ferry Photos as of Oct. 12, 2025



Jasper County, South Carolina
RFP #2026-11
Design Build Services for Various Boat Landing Improvements



**Jasper County, South Carolina
RFP #2026-11
Design Build Services for Various Boat Landing Improvements**



Jasper County, South Carolina
RFP #2026-11
Design Build Services for Various Boat Landing Improvements



END OF SECTION

AGENDA

ITEM #9F



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, Consideration and Approval of IVTB #2026-5 Rebid – SJP Walkway, Pavilion, Gazebo Refurb.

Meeting Date:	April 6, 2026
Agenda Item Number	9 F
From	Jim Iwanicki, P.E. Director of Engineering Services
Subject:	Presentation, Consideration and Approval of IVTB #2026-5 rebid – SJP Walkway, Pavilion, Gazebo Refurb.
Recommendation:	Award IVTB #2026-5 rebid – SJP Walkway, Pavilion, Gazebo Refurb. Bid to CBS Builders, LLC in the Amount of \$108,743.07

Description:

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



As part of the FY 2026 Budget \$147,794.40 was budgeted in PARK DEVELOPMENT, SJP (10-077-5040) for this project.

Two bids were received.

Company	Bid Amount
CBS Builders, LLC, Hardeeville, SC	\$108,743.07
Nix Construction Company, Inc. Ridgeland, SC	\$143,620.10

Recommendation:

CBS Builders, LLC is an acceptable bidder and the low bidder, therefore staff recommends awarding Award IVTB #2026-5 Rebid – SJP Walkway, Pavilion, Gazebo Refurb Bid to CBS Builders, LLC in the amount of \$108,743.07

Attachments:

- CBS Builders, LLC bid
- Nix Construction Company, Inc.
- SCBO Advertisement
- IVTB #2026-5

PROPOSAL
CBS Builders, LLC
460 Abbey Glen Way
Hardeeville, SC 29927

From: Ron Carfield
Email: rkcarfield@gmail.com
Phone: (803)522-5872
Date: 3/18/26

To: Jasper County
Project: IVTB#2026-5 SJP Walkway
Pavilion Gazebo Refurb
Addendum: 1 & 2 received

Description	Amount
Mobilization:	\$ 8,067.57
Demolition:	\$ 12,300.00
Materials:	\$ 37,515.00
Labor:	\$ 39,360.00
General Conditions:	\$ 11,500.50
Total	\$ 108,743.07

Thank you.

Ronald K. Carfield
Manager

PRICING PROPOSAL & QUALIFICATIONS

Pricing Proposal

IVTB #2026-5
SJP Walkway, Pavilion, Gazebo Refurbishment
Jasper County, SC

Bidder: Nix Construction Company, Inc.
Bid Date: March 18, 2026, 1:00PM via Vendor Registry (Online)



Bid Itemized Per ITB Requirement:

1) Mobilization - Including Permits, Engineering Drawings	\$ 23,733.49
2) Demolition: Includes Demolition Labor, Demo Dumpsters	\$ 19,797.25
2) Construction Materials	\$ 47,155.75
3) Construction Labor	\$ 40,139.60
4) General Conditions: Includes Demobilization, Construction Dumpsters, Portolet, Bond, Insurances, Supervison	\$ 12,794.00
Total Nix Bid for Project:	\$ 143,620.10

Name: NIX CONSTRUCTION, AARON THIELEMIER, MANAGER

Signature: *Aaron Thielemier - Manager*

Date: 3/18/2026

Qualifications

- 1) Estimated Days to Complete: 19 Weeks (109 Working Days)
- 2) Lumber Treatment for New Wood is confirmed to be .31 CA-C treatment per Addendum #1.
- 3) The Grab Bar on the Entrance Ramp is confirmed to be Refurbished and Reused per ITB Scope Direction.
- 4) The decking material is confirmed to be replaced using 2x8 decking per ITB Scope Direction.
- 5) Framing material is confirmed to be .60 CCA Treatment per ITB Scope Direction.
- 6) Bolts, washers & Nuts will be HDG ; Screws will be 305 Stainless Steel per ITB Scope Direction.
- 7) Includes new concrete sidewalk extension to new steps.
- 8) Includes polyurethane applied to all new work & existing wood inside of project limits.
- 9) Includes remove/reuse existing lighting per ITB Scope Direction.
- 10) Permit & Stamped Engineered Plans are included in bid per Addendum #2 direction.
- 11) The following are 'Not' included in this bid:
 - a) Landscaping
 - b) New Electrical Work
 - c) Plumbing/Irrigation Work
- 12) Any future changes to work shall be billed at 25% Fee + \$450 General Conditions per day where additional days are required.
- 13) Subcontractors Included in this Project:
 - a) Nix Construction will be Self-Performing all woodwork & concrete
 - b) Metal Handrail Services are to be furnished by New Metal Concepts.
- 14) Acknowledge: Addendum #1 - 2/23/2026 - Material Shall be .31CA-C Treatment
- 15) Acknowledge: Addendum #2 - 3/10/2026 - Must include Stamped, Engineered Plan & Permit Costs for New Portion of Project

From: noreply@mmo.sc.gov <noreply@mmo.sc.gov>
Sent: Thursday, January 29, 2026 10:59 AM
To: Catherine Culbreth <cculbreth@jaspercountysc.gov>
Subject: SCBO Advertisement Submission

Your SCBO advertisement (**AD# 63199**) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

Please note that ads submitted after 12:00 pm may not be reviewed/published until the next business day.

The information you submitted for the advertisement is included below:

Category: Construction

Advertisement Date: 2026-01-29 00:00:00

Project Name: REBID Refurbishment of the Walkway, Pavilion, and Gazebo Decking and

Railing at Sgt Jasper Park

Project Number: IVTB #2026-5

Project Location: Hardeeville, SC

Description of Project/Services:

Jasper County, SC, is seeking sealed bids for the refurbishment of the walkway, pavilion, and gazebo decking and railing at Sgt. Jasper Park located at 1458 Red Dam Rd., Hardeeville, SC 29927.

Bid/Submittal Due Date: 2026-03-18 13:00:00

Number of Bid/Submittal Copies: 3

Construction Cost Range:

Project Delivery Method: Other

Agency Project Coordinator: Olan Roberts

Email: oroberts@jaspercountysc.gov

Telephone: 843-368-3194

Project Details:

Ad Creation Date: Thu, 01/29/2026 - 10:52

IVTB #2026-5
REBID SJP Walkway Pavilion Gazebo Refurb
March 10, 2026

ADDENDUM #2

The following changes to IVTB #2026-5 advertised January 29, 2026, should be considered by Bidders in preparation of their documents. Bidders shall be responsible for acknowledging receipt of this addendum in the Bid documents.

- For the new deck extension portion of the project, the City of Hardeeville will require a permit and a Stamped Engineered Plan.
- The Scope of Work for this project shall include all permitting including providing a Stamped Engineered Plan for the deck extension.

All other aspects of the project remain unchanged.

IVTB #2026-5
REBID - SJP WALKWAY, PAVILION, GAZEBO REFURB
JASPER COUNTY, SOUTH CAROLINA
FEBRUARY 23, 2026

ADDENDUM #1

One item of the **Materials** listed on bid notice #2026-5 has been changed.

Material removed:

Lumber materials shall be .60cca treated KDAT.

Replacement material:

Lumber materials shall be .31CA-C treated.



INVITATION TO BID
IVTB #2026-5
REBID - SJP WALKWAY, PAVILION, GAZEBO REFURB
JASPER COUNTY, SOUTH CAROLINA
JANUARY 29, 2026

Notice is hereby given that sealed Bids will be received for the **Refurbishment of the Walkway, Pavilion, and Gazebo Decking and Railing** at Sgt. Jasper Park located at 1458 Red Dam Road, Hardeeville, SC 29927, by Jasper County, South Carolina, (“the County”) until **Wednesday, March 18, 2026, at 1:00 p.m.** at which time all Bids will be opened and read aloud publicly in the Jasper County Council Chamber.

MANDATORY MEETING

A mandatory meeting with Bidders will be held on **Wednesday, February 11, 2026, at 1:00 p.m.** with Olan Roberts, Assistant Superintendence of Maintenance, and Corey Bivens, Parks and Recreation Director, **at Sgt. Jasper Park located at 1458 Red Dam Road, Hardeeville, SC 29927.** The Bid will not be accepted if this meeting is not attended.

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 “**SJP REFURB IVTB #2026-5**” written on the outside of the envelope. It must be received no later than **1:00 p.m. on Wednesday, March 18, 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.

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



INVITATION TO BID
IVTB #2026-5
REBID - SJP WALKWAY, PAVILION, GAZEBO REFURB
JASPER COUNTY, SOUTH CAROLINA
JANUARY 29, 2026

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

Olan Roberts
Assistant Superintendent of Maintenance
Jasper County Government
(843) 368-3194
oroberts@jaspercountysc.gov

LOCATION

Sgt. Jasper Park
1458 Red Dam Road
Hardeeville, SC 29927

DESCRIPTION

This project will replace deteriorating structures and restore them to safe, durable, and aesthetically appropriate conditions for public use. See Exhibit A for details of project area. Contractors will provide all labor, materials, equipment, and services necessary for the refurbishment of the Sargeant Jasper Park walkway, pavilion, and gazebo decking and railing

SCOPE OF WORK

- **Mobilization**
 - Mobilize needed equipment to the job site, including portable toilets and jobsite protection.
 - Document the structure's existing condition. Note any visible damage not to be replaced and notify the County for direction before proceeding with demolition.
- **Demolition**
 - Remove all existing decking and rails on the walkway and ramps. Do not remove decking and rails within the gazebo and screened porch. Remove the built-in benches.
 - Remove and preserve the grab bar on the entrance ramp for reuse.
 - Protect the lighting attached to the railing for reinstallation.
- **Materials**
 - Supply all pressure-treated lumber, fasteners, hardware, and other construction materials necessary for the project.
 - Lumber materials shall be .60cca treated KDAT.
 - Decking shall be 2" x 8" #1 grade lumber.
 - Bolts, washers, and nuts shall be hot-dipped galvanized.
 - Screws shall be 316 stainless steel.
 - Wood sealer shall be exterior grade clear satin oil-based polyurethane.
 - Ensure all materials meet applicable codes, standards, and durability requirements.



INVITATION TO BID
IVTB #2026-5
REBID - SJP WALKWAY, PAVILION, GAZEBO REFURB
JASPER COUNTY, SOUTH CAROLINA
JANUARY 29, 2026

- **Installation**

- Install new decking and railings on the walkway and ramps. Board size shall match or exceed existing.
- Replace 4"x4" posts bolted to the timber pile mounted joists.
- Refurbish grab bar by repairing damage, straighten as needed, refinishing and reinstalling.
- Construct 15-foot deck extension, including steps, handrails, and sidewalk extension to steps.
- Repair damaged lattice.
- Porch extension includes lattice to match existing.
- Replace any other damaged or wood rot materials noted.
- Polyurethane all new work and existing wood in the project limits.
- Work must be permitted and completed in accordance with code.
- Maintain compliance with all applicable building codes, safety regulations, and environmental requirements.

- **General Conditions**

- Provide administrative oversight, site management, and project coordination.
- Furnish dumpsters and manage waste disposal in compliance with local regulations.
- Maintain a safe and clean work site throughout the project.

All Bids should include any job-related permits, fees, licenses, and South Carolina state and local sales taxes (9%).

WARRANTY

Contractor will warrant this work for a period of one (1) year if anything should prove defective in its workmanship or materials.

QUESTIONS

Any questions regarding this Bid must be submitted in writing via email to oroberts@jaspercountysc.gov or through the vendor registration page located on Jasper County's Bids and Solicitations web page, <https://www.jaspercountysc.gov/services/Bids-and-solicitations/> **NO LATER than Monday, March 9, 2026, by 2:00 pm.**

All submitted questions will be addressed and posted on Jasper County's Bids and Solicitations web page and the vendor registration portal on **Thursday, March 12, 2026.**



INVITATION TO BID
IVTB #2026-5
REBID - SJP WALKWAY, PAVILION, GAZEBO REFURB
JASPER COUNTY, SOUTH CAROLINA
JANUARY 29, 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 "IVTB #2026-5".

The successful Bidder will be required to provide an Internal Revenue Service Form W-9, all appropriate contractors and business licenses (including a City of Hardeeville Business License), and a certificate of insurance showing 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.

INSURANCE REQUIREMENTS

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

1. 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.
2. 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.
3. 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.

END OF SECTION

Attachment: Exhibit A



INVITATION TO BID
IVTB #2026-5
REBID - SJP WALKWAY, PAVILION, GAZEBO REFURB
JASPER COUNTY, SOUTH CAROLINA
JANUARY 29, 2026



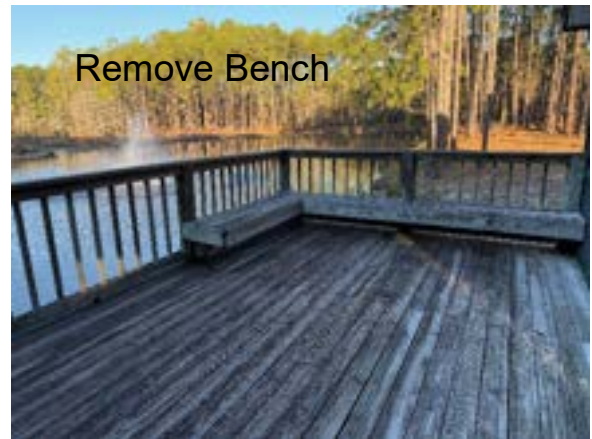
Match existing rail



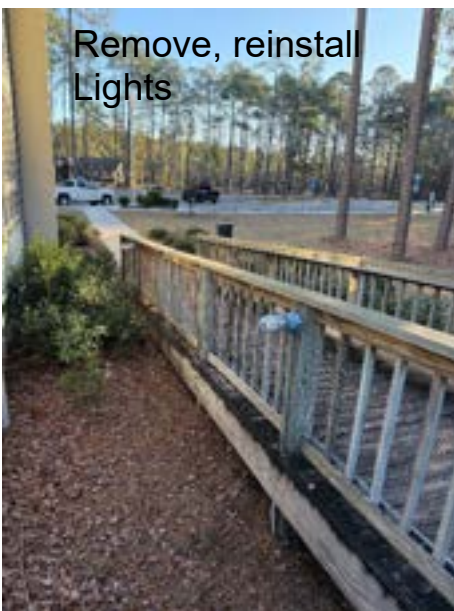
Repair Lattice



Remove Bench



Remove Bench



Remove, reinstall
Lights



New Deck
Extension, steps,
and sidewalk



INVITATION TO BID
IVTB #2026-5
REBID - SJP WALKWAY, PAVILION, GAZEBO REFURB
JASPER COUNTY, SOUTH CAROLINA
JANUARY 29, 2026

