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

To participate in a **Public Hearing for a specific agenda item**, email written public comments to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) by 1:00 PM on Tuesday, February 17, 2026, or sign in on the colored Public Hearing Sign-in Sheet outside the Council Chambers Doors before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

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

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JASPER COUNTY COUNCIL  
**COUNCIL MEETING**

Jasper County Clementa C. Pinckney Government Building  
358 Third Ave., Ridgeland, SC. 29936  
Tuesday, February 17, 2026  
**AGENDA**

**5:00 PM: Council Executive Session**

➤ *Please silence your phones during the Meeting.*

**1. Call the Council Meeting to Order by Chairman Rowell**

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

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

**3. Approval of the Agenda:**

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

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

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**CONSENT AGENDA ITEMS:**

**A) Approval of the Minutes 09.02.2025 and 09.11. 2025**

**B) Andrew Fulghum – Consideration of the 3<sup>rd</sup> Reading of Ordinance #O-2026-06 of Jasper County Council Approving the Transfer of Custody, Management and Operation of the Jasper County Detention Center to the Jasper County Sheriff Pursuant to S.C. Code § Ann. 24-5-12, and Other Matters Related Thereto. (1<sup>st</sup> reading – Title Only on 01.20.2026; 2<sup>nd</sup> reading 02.02.2026)**

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

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

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

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

(1) Lease Agreement with the Jasper County Chamber of Commerce and the Jasper County Historical Society for the use of the Perry House

(2) Property Management Agreement with the Jasper County Chamber of Commerce to Manage the Jasper County Farmer’s Market

(3) Land Lease Agreements for Hanger Developments and Federal Aviation Administration (FAA) grant applications for the Claude Dean - Ridgeland Airport

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – (1) Tax Incentive Proposal for Project Heat

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

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

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## 6:00 PM: Regular Session

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

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

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## 6. PRESENTATIONS:

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A) Felicia Knopf, Lowcountry Council of Governments – CDBG Presentation and **Public Hearing** to solicit public input on community needs and priorities for housing, public facilities, and economic development, matters related to housing needs and Affirmatively Furthering Fair Housing in anticipation of participation in the Beaufort County/Lowcountry Regional HOME Consortium funded by the US Department of Housing and Urban Development (HUD), and Jasper County’s Citizen Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program.

**B) Gene Zapfel, Co-Chair of Keep Beaufort County Beautiful Board – Presentation on Single-Use Plastics Survey Results**

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**7. CITIZEN COMMENTS:**

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

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**8. RESOLUTIONS**

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A) **Eric Larson** – Consideration of Resolution [#R-2026-11](#) a Resolution of Jasper County, South Carolina County Council to approve the procurement of Engineering Services through a Work Authorization to Holt Consulting Company, LLC to develop construction plans and Federal Aviation Administration (FAA) and South Carolina Aeronautics Commission (SCAC) applications for the 2026 Capital Improvement Plan (CIP) for the Claude Dean - Ridgeland Airport located at 262 Honorable Barbara B. Clark Drive near Ridgeland.

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

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A) **Lisa Wagner** - Consideration of the **3<sup>rd</sup> Reading** of Ordinance [#O-2026-03](#) Approving a Development Agreement by and between JH Hiers Construction, LLC., Hiers Pine Level, LLC. and Jasper County, Regarding Real Property Known as TMP # 052-00-03- 012, Consisting of Approximately 264.53 Acres, Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code of Ordinances of Jasper County, and Authorizing the Chairman of Jasper County Council to Execute said **Development Agreement**. (Pine Level DA) – (Public hearing and 1<sup>st</sup> reading 12.15.2025; Public Hearing and 2<sup>nd</sup> reading Tabled on 01.05.2026; 2<sup>nd</sup> reading approved 02.02.2026)

B) **Lisa Wagner** – Consideration of **3<sup>rd</sup> Reading** of an Ordinance [#O-2025-23](#) to amend the Official Zoning Map of Jasper County so as to transfer a property consisting of approximately 264.53 acres and bearing Jasper County Tax Map Number 052-00-03-012, from the Rural Preservation Zone to the Resource Extraction on the Jasper County Official Zoning Map; And Other Matters Relating Thereto (1<sup>st</sup> -reading July 21, 2025 and Public Hearing August 18, 2025 2<sup>nd</sup> reading tabled; 2<sup>nd</sup> reading 01.05.2025 Tabled; 2<sup>nd</sup> reading 02.02.2026)

C) **Eric Larson** – Consideration of the **1<sup>st</sup> 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. (1<sup>st</sup> reading was removed from agenda on 02.02.2026)

D) **Lisa Wagner** – **Public Hearing** and consideration of the **2<sup>nd</sup> Reading** of Ordinance **#O-2026-07** of an ordinance of Jasper County Council to amend the Official Zoning Map of Jasper County so as to transfer three (3) properties located along Grays Highway, 1) bearing Jasper County Tax Map Number 062-20-01-002 consisting of 0.60 acres from the Residential Zone to the Industrial Development Zone; and 2) bearing Jasper County Tax Map Number 062-20-01-006 consisting of 1.20 acres from the Residential Zone to the Industrial Development Zone; and 3) bearing Jasper County Tax Map Number 062-21-01-002 consisting of 2.74 acres from the Residential Zone to the Industrial Development Zone on the Jasper County Official Zoning Map. *(Property owned by Jasper County)*  
*(1<sup>st</sup> reading 02.02.2026)*

E) **Jim Iwanicki** - Consideration of Sales Tax Advisory Committee Recommendations.

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**10. Administrator’s Report**

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**11. Councilmember Comments and Discussion**

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**12. Adjournment:**

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

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# AGENDA

## ITEM # 4A



# JASPER COUNTY COUNCIL COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Bldg.  
358 3<sup>rd</sup> Avenue, Ridgeland, SC 29936

Tuesday, September 2, 2025

## Minutes

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

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

Mr. Fulghum gave an introduction of the workshop items.

### Workshop:

- Airport Commission
- General Discussion

**Motion to go into executive session before the Workshop:** Councilman Arzillo

**Second:** Chairman Kemp

**Vote:** Unanimous

The motion passed.

**Motion to come out of from executive session:** Councilman Rowell

**Second:** Chairman Kemp

**Vote:** Unanimous

The motion passed.

After the Executive Session ended and the Council came out of Executive Session, Vice Chairman Rowell noted that after coming out of executive session that council was taking the Airport Commission off of the agenda. They asked the County Administrator to set up a meeting with the FAA, Council and Airport Commission in order to move forward. Mr. Fulghum mentioned that the FAA would not meet with a political body, but that staff would work on this request. Chairman Kemp noted under the General Discussion topic that the Planning Commission would like a workshop with council at some point.

**Motion to adjourn the workshop:** Councilman Rowell

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

### 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 given 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 the Consent Agenda Items:** Councilman Rowell

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

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

**Motion to approve the Regular Agenda Items with the removal of Item Numbers 5, 7 and 13; and add Item # 7A for an Emergency Ordinance:** Councilman Rowell

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

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**PRESENTATION**

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*5. Chief Russell Wells: Award Presentation to Kim Recchia for being selected from Fire News as one of the 2025 Training Officers of the Year. – This item was removed from the Agenda.*

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**CHAIRMAN KEMP'S COMMENTS:**

Chairman Kemp a statement for the record, please see Attachment # 1.

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**CITIZEN COMMENTS:**

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

- Mayor Williams (City of Hardeeville): Representing the Southern Low Country Advisory Board (SoLoCo), he urged the Council to support a "Tri-Share" childcare program to address the significant economic impact of childcare issues in South Carolina.
- Sally Nielsen to discuss Item # 7 (Resolution # R-2025-47) which had been removed from the agenda and discussed the Airport Commission and the ongoing situation.
- Richard Dean signed up but relinquished his time to speak.
- Denver Gore: Spoke regarding the Airport Commission and his desire for Council to listen to the Airport Commission.
- Brian Hand signed up to speak but was not present.
- Patricia Hicks DuPont: Discussed her complaints of Council Meeting times and asked Council for hybrid/virtual meeting options to improve accessibility for rural residents.
- Hettie Frazier: Inquired about the timeline and point of contact for rebuilding the Coosawhatchie Community Center.
- Lafayette Weber: Discussed concerns regarding law enforcement neglect and public access to county employees.

For more information on this topic please go to our YouTube Channel and see this video at [https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA) .

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## RESOLUTIONS

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### **6. Andrew Fulghum – Public Hearing and consideration of Resolution #R-2025-49 To Authorize the Jasper County Administrator to Execute a Surrender of Premises, Equipment Use, Transfer and Transition Agreement with its First Addendum by and between Jasper County, Jasper County Sheriff, and Jasper Animal Rescue Mission Regarding Animal Services and Related Matters.**

Mr. Fulghum was present to address and review this request and noted a change in the schedule that the Council had. The equipment purchase amount was amended to \$34,740.26 based on a depreciation schedule. The public hearing on this item was opened. Ms. Patricia Hicks Dupont spoke and discussed the care for animals but was concerned about the care for the citizens. There were no other comments, so the public hearing was closed.

**Motion to approve with amendment of \$34,740:** Councilman VanGeison

**Second:** Councilman Rowell

**Vote:** Unanimous

The motion passed.

7. Andrew Fulghum – Consideration of a Resolution #R-2025-47 Adopting Airport Leasing Policy Principles and Directives to County Staff to Incorporate the Policy Directives Into Lease Documents, Appropriate Ordinances and/or Resolutions Regarding the Ridgeland Claude Dean Airport, and Matters Related Thereto. (Tabled at the 07.21.2025 meeting; Removed from the 08.18.2025 Agenda) – This item was removed from the Agenda.

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## PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

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**7A. Councilman VanGeison – Consideration of an Emergency Ordinance #O-2025-27A an Emergency Ordinance amending Chapter 3 of the Jasper County Code of Ordinances to establish Designated Breeds, Spay and Neuter Requirements and Breeding Licensure to address the overwhelming Abandoned Animal and Overpopulation Issue.**

Councilman VanGeison discussed this Emergency Ordinance which established mandatory spay/neuter and microchipping requirements for pit bull-type dogs due to a shelter crisis. It includes a four-month grace period with free services and a new breeder license requirement. He discussed the issues that had led up to this need for an emergency ordinance and what it entailed. For more information on this topic please go to our YouTube Channel and see this video at [https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA).

**Motion to approve:** Councilman VanGeison

**Second:** Councilman Rowell

**Vote:** Unanimous

The motion passed.

For a copy of the Emergency Ordinance # O-2025-27A, in its entirety, please see Attachment # 2.

**8. Brittany Ward – Consideration of the 2<sup>nd</sup> Reading of Ordinance #O-2025-20 of Jasper County Council to amend the Jasper County Code Of Ordinances to Establish Penalties, Authorize the Enforcement of the Code, and other matters related thereto by Amending the Following Chapters: Chapter 1 General Provisions; Chapter 3 Animals; Chapter 4 Alcoholic Beverages; Chapter 6 Buildings And Building Regulations; Chapter 8 Businesses; Chapter 9 Civil Emergencies; Chapter 10 Nuisances, Junkyards, Noise, And Litter; Chapter 18 Offenses And Miscellaneous Provisions; And Chapter 25 Streets, Sidewalks, And Public Places. (1<sup>st</sup> reading 07.21.2025; Public hearing held 08.18.2025)**

Ms. Ward was present for the second reading of this ordinance. She noted that prior to the 3<sup>rd</sup> reading two elements in this ordinance needed to be amended. She mentioned that the discussion previously had been whether or not the administrative citations would apply fully to the building code section. She said that she asked for an amendment to Code Section 6-34 to include Section 1-8(A) which was the Administrative Citation. She noted it was already specifically being adopted in the proposed ordinance and specific code sections. She mentioned that to ensure it was applied uniformly across the entire building codes and not having any impact on the adoption of the International Building Codes (which was required by the State). She asked that Section 6-34 be amended.

**Motion to approve with amendment to Section 6-34:** Councilman Rowell

**Second:** Councilman Arzillo

**Vote:** Unanimous

The motion passed.

**9. Lisa Wagner – Consideration of the 3<sup>rd</sup> Reading of Ordinance #O-2025-21 to amend Article 9:6, Accessory Structures, of the Jasper County Zoning Ordinance, to Allow Increased Building Sizes For Accessory Structures in the Residential, Rural Preservation, and Resource Conservation Zoning Districts. (1<sup>st</sup> Reading 07.21.2025; Public hearing and 2<sup>nd</sup> reading 08.18.2025)**

Ms. Wagner was present to review and discuss this request. This information was taken from Ms. Wagner's Staff Report that she reviewed on this item. She reviewed her information from her staff report which was attached in the agenda e-packet. She noted that Article 9:6 of the Jasper County Zoning Ordinance, regulates accessory structures, which are defined as any structure over 120 square feet that supports an approved accessory use. Currently, the ordinance has a size limitation for accessory buildings in the Residential, Rural Preservation and Resource Conservation Zoning Districts. While the size limitation for accessory structures was reasonable and appropriate for small lots, properties within subdivisions and near the municipalities, the size limitation creates problems for property owners in the rural areas of the County. Based on August 18, 2025, Council Meeting and the conversations over the past couple of months regarding size limitations for accessory structures, staff had provided three different alternatives (proposed amendments) for the Council Members to consider. Ms. Wagner noted that the proposed ordinance would amend Articles 9:6.1, 9 .6.2 and 9:6.4 of the Jasper County Zoning Ordinance. Below is a summary of each alternative (proposed amendment):

**Alternative 1:** The red text she noted was the new language that has been previously proposed, red language highlighted in yellow, represents brand new language being proposed, strikethroughs represents language to be deleted.

- Amend Article 4 of the Jasper County Zoning Ordinance to add a definition for agricultural structures.
- Increased size limitations for accessory structures in both Residential and Rural Preservation Zoning Districts from what was previously presented (Referring to Section 9:6.2, 5 and Section 9:6.4 #1).
- Replaced "total ground floor area" with "total square footage of principal structure" in both Residential and Rural Preservation Zoning Districts and increased the percentage of the principal structure that can be used for determining the size of accessory structures (Referring to Section 9:6.2, 5 and Section 9:6.4 # 1 ).
- Provided an exemption for agricultural structures in both Residential and Rural Preservation Zoning Districts (Referring to Section 9:6.2 #6 and Section 9:6.4 #2).

**Alternative 2:** The red text she noted was the new language that has been previously proposed and recommended by the Planning Commission. Language which had been highlighted in yellow, represented additional recommendation from Planning Commission when the ordinance was deferred back to them for another review. Strike-throughs represented language to be deleted.

- Is the proposed Ordinance presented at the July 28, 2025, County Council Workshop.
- After the Planning Commission reviewed the Ordinance for the second time, this is the version they recommended along with the "additional recommendations", which included replacing "total ground floor area" with "total square footage" regarding the principal building size when determining the size limitation for accessory structures, and exempting agricultural structures in the Rural Preservation Zoning District.
- The Ordinance for Alternative 2 has been updated to include additional recommendations.
- The square footages presented in this version of the ordinance is smaller than Alternative I, but larger than what is currently allowed by the Jasper County Zoning Ordinance today.

**Alternative 3:** The red text she noted was the new language that has been previously proposed and strikethroughs represented language to be deleted.

- Is the proposed ordinance presented at the August 18, 2025, County Council Meeting.
- Removed all size limitations for accessory structures.
- Alternative 3 is not recommended by the Planning Commission or Planning Staff.

Ms. Wagner noted that the Planning Commission Recommendation was after several iterations of a proposed amendment to increase the size limitations for accessory structures. Staff she noted was recommending Alternative # 1 and hoped this option would strike a good balance of allowing accessory structures to be bigger while still providing some limitations to the building size. For more information on this topic please go to our YouTube Channel and see this video at [https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA) .

**Motion to approve Alternative # 3 without any size requirements :** Councilman Rowell

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

**10. Lisa Wagner - Consideration of the 3<sup>rd</sup> Reading of Ordinance #O-2025-07 to amend the Official Zoning Map of Jasper County so as to Transfer a Property Located at 139 Hartwell Avenue, Bearing Jasper County Tax Map Number 080-03-00-019 From The Mixed Business Zoning District to the General Commercial Zoning District on the Jasper County Official Zoning Map. (1<sup>st</sup> Reading 03.03.2025; Public Hearing And 2<sup>nd</sup> Reading 03.17.2025)**

Ms. Wagner was present to review and discuss this information with Council. She reviewed her information from her staff report which was attached in the agenda e-packet. Chairman Kemp expressed his issues and concerns on this item. He noted that he was against this and explained his reasoning for this statement. For more information on this topic please go to our YouTube Channel and see this video at [https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA) .

**Motion to approve:** Councilman Rowell

**Second:** Councilman VanGeison

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

The motion passed.

**11. Craig Dannegger and Taylor Boykin – Public Hearing and Consideration of the 3<sup>rd</sup> Reading of Ordinance #O-2025-25 Authorizing the Execution and Delivery of Amended and Restated Fee-In-Lieu Of Tax Agreements by and between CP Hardeeville, LLC, CPH Parcel A Owner, LLC, CPH Parcel B Owner, LLC, CPH Parcel C Owner, LLC, and Jasper County, South Carolina With Respect To Certain Economic Development Property in the County, Whereby Such Property Will Be Subject to Certain Payments In Lieu Of Taxes; and other matters relating thereto. (Project Clarius) (1<sup>st</sup> Reading 07.21.2025; Public hearing and 2<sup>nd</sup> reading 08.18.2025)**

Mr. Fulghum introduced this item and noted that Item numbers 11 and 12 dealt with economic development incentives. He noted that Item # 11 dealt with the reallocation of a previously approved incentive agreement among multiple parcels. He mentioned that this simply reallocated both the incentive and also the investment requirements among the different parcels. He noted that Item # 12 dealt with a new FILOT Agreement although it is an existing business expanding in Jasper County.

Mr. Boykin noted with Item # 11 which repackages incentives that were already granted to an industrial park in Hardeeville. He noted that this takes the already agreed upon incentive (with nothing changing it) but rather repackages it for the owner and the tenants in Clarius Park. Chairman Kemp noted that this was just separating out the building so they could sell separately.

Mr. Dannegger was also present to address this request. He noted they were grateful for the partnership they had experienced with Jasper County. He noted that the primary purpose of this amended and restated set of agreements was to simply take the initial agreement that covered the agreement that covered the entire master plan park and it broke it down into 4 pieces covering the same land, all the same terms breaking it into pieces. He noted that the other thing it achieved was that it reflected an agreement that the County had entered into with one of their tenants in the park, TS Conductors, and gave them what was agreed to. The public hearing was opened. There were no other comments and the public hearing closed.

**Motion to approve:** Councilman Rowell

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passe

**12. Taylor Boykin – Public Hearing and Consideration of the 2<sup>nd</sup> Reading of Ordinance #O-2025-27 Authorizing the Execution and Delivery of a Fee-In-Lieu of *Ad Valorem* Taxes by and between Jasper County, South Carolina and CCBCC Operations, LLC, to Provide for Payment of a Fee-In-Lieu of Taxes; and other related matters. (1<sup>st</sup> Reading 08.18.2025)**

Mr. Boykin was present to address and review this request. The public hearing was opened. There was one public hearing comment regarding hiring within the Community by Patricia Hicks Dupont. Since there were no other public comments, the public hearing closed. Blair Belk discussed the current number of positions at this location and noted the number of positions that request would increase.

**Motion to approve:** Councilman Rowell

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

*13. Kimberly Burgess – Consideration and approval of the transfer of property previously deemed surplus to the Sheriff Department for use as a support vehicle. – This item was removed from the Agenda.*

**14. Kimberly Burgess – Public Hearing Only for a public hearing concerning an application to be submitted to the SC Dept. of Commerce, Grants Administration on or about September 15, 2025, for a Community Development Block Grant for the Coosawhatchie Fire Station.**

This item was for public hearing only and no votes were taken. Ms. Burgess noted that this public hearing was a requirement of the CDBG Grant. The public hearing was opened and Ms. Patricia Hicks Dupont spoke noting that this was good for the fire station, then focused on the Community Center.

**15. Jim Iwanicki – Consideration of the approval of the Contract for the Program Manager for the 2024 Transportation Sales Tax.**

Mr. Iwanicki was present to review and address this request for approval of the Contract for the Program Manager for the 2024 Transportation Sales Tax. He noted that staff requested that the County Council approve the contract with Infrastructure Consulting & Engineering LLC for the Program Management of the Transportation Sales Program for a not-to-exceed limit of eight million nine hundred eighty-five thousand dollars (\$8,985,000.00). Individual Task Orders may also be executed as part of this contract for specified projects and tasks, in which the Consultant shall be compensated in accordance with mutually agreed upon Task Orders for which the specific scope, schedule and fee for each job order will be individually negotiated. Additionally, staff requested that the Council authorize the County Administrator or his designee to execute all documents necessary to execute the contract and authorize the County Administrator to execute Individual Task Orders as needed as part of this contract with a total not-to-exceed limit of eight million nine hundred eighty-five thousand dollars (\$8,985,000.00) for all parts of the contract.

**Motion to approve the \$8.985,000.00 million contract with Infrastructure Consulting and Engineering (ICE) LLC to manage the 1% sales tax projects over 15 years: Councilman Arzillo**

**Second:** Councilman Rowell

**Vote:** Unanimous

The motion passed.

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**CONSENT AGENDA**

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**16. Approval of the Minutes 05.05.2025 and 05.07.2025**

**17. Lisa Wagner – Consideration of the 3<sup>rd</sup> Reading Of Ordinance #O-2025-24 to amend the Jasper County Code Of Ordinances, Chapter 25 – Article III, Naming And Addressing Of Roads, Section 123 Definitions, (1) County Road And (2) Private Road, So As To Correct Definitions Due To Scrivener Errors Contained In Ordinance Number #O-2025-12. (1<sup>st</sup> Reading 07.21.2025; Public hearing and 2<sup>nd</sup> reading 08.18.2025)**

**18. Lisa Wagner – Consideration of the 3<sup>rd</sup> Reading of Ordinance #O-2025-22 to amend the Official Zoning Map of Jasper County so as to Transfer Two Properties Located Along Speedway Boulevard and Purrysburg Road, Bearing Jasper County Tax Map Numbers 039-00-01-040 And 039-00-01-041 from the Community Commercial and Residential Zoning District to the Community Commercial Zoning District on the Jasper County Official Zoning Map. (1<sup>st</sup> Reading 07.21.2025; Public hearing and 2<sup>nd</sup> reading 08.18.2025)**

**19. Kimberly Burgess – Consideration of the 3<sup>rd</sup> Reading of Ordinance #O-2025-26 Amending the Business License Ordinance of the County of Jasper to Update the Class Schedule as Required by Act 176 Of 2020. (1<sup>st</sup> Reading 07.21.2025 Public hearing and 2<sup>nd</sup> reading 08.18.2025)**

*All Consent Agenda Items were approved.*

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**20. Administrator's Report:** Mr. Fulghum reviewed the information from his report. There was one Action Item requiring a vote from the Council in the Administrator's Report for Heather Rath.

Ms. Rath reviewed the request and went through her power point that she prepared. This PowerPoint can be viewed by going to [https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA). Mr. Fulghum noted that these were all funds that the County has because they were a plaintiff in the class action lawsuit and noted they were asking officially for a motion so they could make application for the funds.

**Motion to direct staff to apply to the SC Opioid Recovery Fund for \$62,000 to support year two of the New Life Center Contract for Opioid OD Map Administration :** Councilman Rowell

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

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

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**22. 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 –  
Class Action Regarding Ultra Processed Foods--Litigation**

**Motion to go into executive session:** Councilman Rowell

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

**Motion to return to regular session:** Councilman Rowell

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

• **22.1 Action coming out of executive session:**

There was no action coming from of Executive Session.

For more information on this meeting please go to our YouTube Channel for the video go to [https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA) . There are also Closed Captions 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:** Unanimous

The motion passed and the meeting adjourned.

**Respectfully submitted:**

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Wanda H. Giles  
Clerk to Council

---

John A. Kemp  
Chairman

Over the course of my over 12 years of service to Jasper County, my family has had to share me with the County. On Thursday, a hanger owner threatened me, and it was promised that I would be financially or physically harmed. In our current environment, all threats should be taken seriously. I have been threatened numerous times during my career, and in fact, one of those threats resulted in a stabbing incident. This current incident did not affect me until I felt uneasy about attending a recent funeral. I felt violated and intimidated to the extent it may effect my future decisions. This incident serves as a warning sign of the times.

I had no agenda in running for office except to rectify past issues. However, I now have to reflect on why I do this, how it effects my family, my life, and the time I have left.

To shielded myself and my family, I have to reflect on my future, serving Jasper County. I express my gratitude to Joey Rowell, Chris, Vangeisen, Joe Arzillo, and Gene Ceccarelli for their support.

Threats have no place in any situation. I end with the scripture in Philippians 2:16 which says:

“holding fast the word of life, so that I may rejoice in the day of Christ that I have not run in vain or labored in vain.”

John A. Kemp .

STATE OF SOUTH CAROLINA, COUNTY OF JASPER  
ORDINANCE # 2025-27A

AN EMERGENCY ORDINANCE AMENDING CHAPTER 3 OF THE JASPER COUNTY  
CODE OF ORDINANCES TO ESTABLISH DESIGNATED BREEDS, SPAY AND  
NEUTER REQUIREMENTS, AND BREEDING LICENSURE TO ADDRESS THE  
OVERWHELMING ABANDONED ANIMAL AND OVERPOPULATION ISSUE

WHEREAS, pursuant to the authority provided by S.C. Code Section 4-9-130, the Jasper County Council ("*Council*") may adopt emergency ordinances to address public emergencies affecting life, health, safety or the property of the people; and

WHEREAS, Jasper County ("*County*") has identified that there is an unprecedented number of puppies and dogs being abandoned or relinquished, and it is causing an overwhelming overpopulation crisis in the County that is causing an undue burden on both staff and the facilities, and is creating the potential for unsafe conditions within the County facility due to the number of animals required to be held due to an overpopulation issue; and,

WHEREAS, the Jasper County Code ("*Code*") does not currently distinguish Designated Breeds, require spay and neuter of Designated Breeds, nor establishes or regulates breeding and breeding licensure; and,

WHEREAS, the Council has determined that there is a need to identify breeds that are considered a higher risk to community safety than other breeds, as well as those breeds that are most commonly contributing to the overpopulation and unregulated breeding in the County; and,

WHEREAS, Council has determined that an identifiable and ongoing emergency crisis exists, and that accidental or unregulated breeding of Designated Breeds can increase the risk to community safety, as well as add to the overpopulation crisis of puppies and dogs within the County and its animal facilities; and,

WHEREAS, in order to effectively and efficiently address the animal population crisis in the County, the Council has determined that it is in the best interest of the citizens and the property of the County to amend Chapter 3 of the Code to include those terms as shown in "*Exhibit A*" attached hereto and incorporated herein by reference; and,

WHEREAS, pursuant to S.C. Code Section 4-9-130 this emergency ordinance is effective immediately and shall automatically expire as of the sixty-first (61<sup>st</sup>) day following the date of enactment; and,

WHEREAS, the Council directs the Jasper County Administrator to meet with all related elected officials and County employees to establish a plan to enforce the requirements of the Code as shown in Exhibit A in order to ensure the overpopulation crisis is resolved in an effective and efficient manner; and,

  
OR BK1197 PG 147 - 153 (7)  
Doc No: 202500006630  
Recorded: 09/24/2025 04:48:45 PM  
COR Fee Amt: \$0.00  
State Tax: \$0.00 Local Tax: \$0.00  
Filed for Record in Jasper County, SC ROD  
Vanessa Wright, Registrar

WHEREAS, for the reasons set forth above, and in the best interest of community safety and welfare of the citizens as well as to protect the property of the people of Jasper County, the Council hereby declares the existence of an emergency in the County, and directs the County Administrator to take the necessary actions to enforce the Code and resolve the issues described herein.

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

1. Jasper County Council, incorporating the premises as set forth above in the recitals, hereby amends the Jasper County Code of Ordinances by incorporating all of the texts as detailed and set forth in Exhibit "A", attached hereto and incorporated herein by reference.
2. If any section, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence or phrase shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the Jasper County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.
3. This ordinance shall take effect immediately following approval from Jasper County Council and shall automatically expire as of the sixty-first day following the date of enactment.

Adopted this 2<sup>nd</sup> day of September, 2025.



John A. Kemp.  
Jasper County Council Chairman

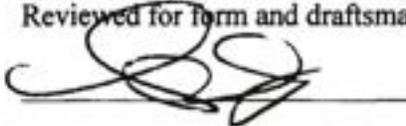
ATTEST:



Wanda H. Giles  
Clerk to Council

Emergency Ordinance Reading: Ord # 0-2025-21A  
Adopted: 09.02.2025

Reviewed for form and draftsmanship by the Jasper County Attorney.



9/15/25  
Date

<b>EXHIBIT A</b>
------------------

**Sec. 3-4. Designated Breeds.**

(a) *Definitions.* For the purposes of this Chapter the following terms, phrases, words, and their derivations shall have the meaning given herein. If a term, phrase, or word is not provided a meaning in this Chapter, then the meaning shall first be defined by S.C Code Title 47 then by its ordinary meaning.

- (1) *CEO* shall mean Jasper County Code Enforcement Officer.
- (2) *JCSO* shall mean Jasper County Sheriff's Office.
- (3) *Owner* shall mean any person who:
  - (i) Has a property right in an animal;
  - (ii) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or,
  - (iii) Permits an animal to remain on or about any premises occupied by him or her for three(3) or more days.
- (4) *Designated Breeds* shall be defined as breeds of dogs that are considered a higher risk to community safety than other breeds of dogs; and shall include any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics which predominantly conform to the standards established by the American Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.
- (5) *Unaltered* shall mean an animal which is not spayed or neutered.

(b) *Declaration of Designated Breed.*

- (1) An Owner of Designated Breeds must have the dog spayed or neutered unless the Owner provides JCSO or CEO written proof that one of the following exemptions applies:
  - (i) The dog is less than six (6) months of age; or,
  - (ii) A licensed veterinarian has examined the dog and signed a written certificate stating that at such time spaying or neutering would endanger the dog's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance; or,

- (iii) The determination of the dog's breed is under appeal pursuant to subsection (d); or,
- (iv) The Owner has owned or had custody of the dog less than 30 days, in which case the Owner shall have ten (10) calendar days to have the dog spayed or neutered from the date they receive notice of the breed determination from JCSO or CEO in accordance with section (c)(2); or,
- (v) Any dogs used by any Law Enforcement Agency or Code Enforcement Agency in an official capacity; or,
- (vi) The dog is used as a service dog as defined in Title 47 of the South Carolina State Code; or,
- (vii) The dog is used as a hunting dog and the Owner has a valid hunting license, as well as can prove that the dog is capable of tasks related to hunting to the JCSO K9 Unit official; or,
- (viii) A dog which is used for breeding purposes at a breeding kennel licensed by the County.

(c) *Determination of Breed.*

- (1) **Determination.** JCSO or CEO, in their discretion, may make an initial breed determination upon contact with or impoundment of a dog. The determination shall be made by JCSO or CEO in accordance with JCSO's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in section 3-5(a) for Designated Breeds shall not be construed to indicate the dog is not a Designated Breed under this Section.
- (2) **Initial Notice.** Upon determination of the breed, the JCSO or CEO shall deliver written notice of determination to the Owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the determination of breed and state the dog shall be spayed or neutered within ten (10) days of receipt of said notice.
- (3) **Compliance.** The Owner of an unaltered Designated Breed shall comply with this section within ten (10) days after receipt of notice of Designated Breed determination. Upon compliance, the Owner shall submit written documentation to JCSO or CEO confirming compliance.
  - (i) **Change of Ownership.** If ownership of the dog is transferred within the time for compliance, the original Owner must provide JCSO or CEO with the new Owner's name and address. Alternatively, if the Designated Breed has been moved to a location outside Jasper County, within fifteen (15) days of Jasper County mailing the notice of determination, the Owner shall provide Jasper

County with the new location of the dog, the current Owner's name, and the telephone number and address of the Owner.

- (4) **Temporary Detainment.** Whenever a dog that is a Designated Breed, at any age, is found within Jasper County, the dog may be temporarily detained or impounded by JCSO or CEO for the purpose of identifying the Designated Breed for enforcement purposes. If Owner is identified, then Owner shall be responsible for the cost of any kenneling fees incurred during the period of temporary detainment or impoundment.
- (d) *Appeal of Designated Breed Determination.*
- (1) An Owner who receives a notice of a declaration of a Designated Breed determination may appeal the determination to the hearing officer appointed by the county administrator within ten (10) days of receipt of the notice. If appealed, a hearing shall be held by a hearing officer appointed by the County Administrator for a final breed determination. If the hearing officer determines the dog to be a Designated Breed, the County shall require the dog to be spayed or neutered within ten (10) days and require the Owner to provide written verification to JCSO or CEO confirming compliance within the same time period.
- (2) If the notice of a declaration of a Designated Breed is not appealed within ten (10) days of receipt of the notice the determination, then the Designated Breed determination shall constitute a final determination.
- (e) *Administrative Penalties.* No person may own, keep, or harbor a Designated Breed in violation of this Chapter.
- (1) **Noncompliance.** If the Owner of a dog determined to be a Designated Breed under this section fails to comply with requirements of this section, then an administrative citation may be issued by JCSO or CEO, followed by a hearing held by the hearing officer appointed by the County Administrator for a final breed determination. If following a final breed determination by the hearing officer, the hearing officer finds the dog to be a Designated Breed, the County shall require the dog to be spayed or neutered within ten (10) days and require the Owner to provide written verification to JCSO or CEO confirming compliance within the same time period.
- (i) **Temporary seizure.** If after a final breed determination, the Owner fails to comply with the Designated Breed requirements, JCSO or CEO shall petition the Jasper County Magistrate Court for any animal pick up order or a search warrant for the temporary seizure of the dog for the purposes of enforcing the requirements of this section. The Owner of the Designated Breed shall be responsible for any and all costs for the dog to be spayed and neutered.
- (ii) The penalties assessed for each infraction of this section shall be determined in Section 1-8(a).

- (iii) If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate as determined in Section 1-8(a) of the Jasper County Code of Ordinances.
- (iv) Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action. Failure to pay an administrative penalty may result in prosecution or petition from the original violation(s) in the Jasper County Magistrate Court.
- (v) Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount as described in Section 1-8(a).

**Sec. 3-5. Pet breeder license, inspection and fees.**

It shall be unlawful for a pet breeder to fail to obtain a Jasper County pet breeder license. The requirements for such a license are as follows:

- (a) Individuals engaged or intending to engage in breeding, must obtain a non-transferable pet breeder license from Jasper County Sheriff Office.
- (b) Applicants must have a valid county annual pet breeder license and microchip for all pets before applying for the pet breeder license.
- (c) JCSO or CEO shall conduct an inspection of the identified property for the pet breeder license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this Section.
- (d) To qualify for a pet breeder license the applicant must demonstrate the following:
  - (1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.
  - (2) All pet enclosures must be constructed in such a manner that they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.
  - (3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.
  - (4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.
- (e) A pet breeder license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five (5) years of the date of application.

(f) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by JCSO or CEO.



**JASPER COUNTY COUNCIL**  
**SPECIAL CALLED MEETING**  
Jasper County Clementa C. Pinckney Government Bldg  
358 3<sup>rd</sup> Avenue Ridgeland, SC 29936  
Thursday, September 11, 2025  
**Minutes**

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

**Staff Present:** Clerk to Council Wanda Giles 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 given and the Invocation was given by Councilman VanGeison

**3. Approval of Agenda**

**Motion to approve the agenda:** Councilman Ceccarelli

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

**Motion to recess until Vice Chairman Rowell arrived:** Councilman VanGeison

**Second:** Councilman Ceccarelli

**Vote:** Unanimous

The motion passed.

Vice Chairman Rowell arrived at the meeting.

**Motion to come out of recess:** Councilman VanGeison

**Second:** Councilman Rowell

**Vote:** Unanimous

The motion passed.

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

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

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

**Motion to go into Executive Session:** Councilman Ceccarelli

**Second:** Councilman Rowell

**Vote:** Unanimous

The motion passed.

**Return to Open Session:**

**Motion to return to Open Session:** Councilman Rowell

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

- **4.1 Action coming out of Executive Session:** There was no action from Executive Session.

**5. Adjournment:**

**Motion to adjourn:** Councilman VanGeison

**Second:** Councilman Ceccarelli

**Vote:** Unanimous

The motion passed.

For more information on this meeting please go to our YouTube Channel for the video go to [https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA) . There are also Closed Captions available for all of our County Council videos. Just click the "**CC**" button to follow along.

The motion passed and the meeting adjourned.

**Respectfully submitted:**

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Wanda H. Giles  
Clerk to Council

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John A. Kemp  
Chairman

# AGENDA

## ITEM # 4B

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE O-2026-06**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

**APPROVING THE TRANSFER OF CUSTODY, MANAGEMENT  
AND OPERATION OF THE JASPER COUNTY DETENTION  
CENTER TO THE JASPER COUNTY SHERIFF PURSUANT TO  
S.C. CODE § ANN. 24-5-12, AND OTHER MATTERS RELATED  
THERE TO.**

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

**WHEREAS**, the office of the Sheriff of Jasper County (the “Sheriff”) is an elected constitutional office created by Article V, Section 24 of the South Carolina Constitution; and

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

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

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

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

**WHEREAS**, although the County has historically operated the Detention Center, the County Council has determined that the Sheriff is well suited to assume responsibility for its operation; and

**WHEREAS**, the County Council and the Sheriff have been working cooperatively toward the transfer of custody, management, and operation of the Detention Center to the Sheriff; and

**WHEREAS**, County Council and the Sheriff have determined and mutually agree that custody of the Detention Center, as provided in Section 24-5-10 of the SC Code, should be vested in and exercised by the Sheriff, and that County Council should devolve its powers and duties relating to custody of the Detention Center to the Sheriff, which the Sheriff agrees to accept, pursuant to Section 24-5-12 of the SC Code.

**NOW, THEREFORE, BE IT ORDAINED** by the Jasper County Council, the governing body of Jasper County, South Carolina as follows:

**Section 1. Ratification of the Findings**

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

**Section 2. Transfer of Custody, Management and Operation of Detention Center**

(a) Pursuant to Section 24-5-12 of the SC Code, the County Council hereby devolves and transfers to the Sheriff all powers and duties relating to the custody, management, and operation of the Jasper County Detention Center, including responsibility for the care, custody, and control of persons lawfully detained therein. The County Council's mutual agreement and approval of such devolution and transfer is evidenced by the enactment of this Ordinance.

(b) The transfer of custody and operational authority provided for herein shall not limit, impair, or otherwise affect County Council's authority under Section 4-9-30 of the SC Code to fund and make appropriations for the operation of the Jasper County Detention Center, nor shall it affect the County's ownership of the Detention Center or the real property, buildings, fixtures, and physical improvements comprising the facility.

**Section 3. Acceptance of Custody, Management and Operation of the Detention Center**

(a) Pursuant to Section 24-5-12 of the SC Code, the Sheriff hereby accepts from the County Council all powers and duties relating to the custody, management and operation of the Jasper County Detention Center, including responsibility for the care, custody, and control of persons lawfully detained therein. The Sheriff's mutual agreement and approval of such acceptance is evidenced by the Sheriff's signature, affixed to this Ordinance.

(b) The Sheriff shall be responsible for the daily management and operation of the Detention Center, including, but not limited to the care, custody, and control of persons lawfully detained therein; facility security; hiring, evaluation, discipline, and termination of Detention Center employees; appointment of a facility manager; and all

other actions necessary for the operation of the Detention Center as authorized by local, state or federal law.

(c) The Sheriff shall operate the Detention Center within appropriations approved by County Council and in compliance with County policies except where those policies conflict with the Sheriff's constitutional or statutory authority.

**Section 4. Date of Transfer; Ratification**

County Council hereby ratifies, confirms, and approves Emergency Ordinance No. O-2026-04, enacted on January 14, 2026, temporarily transferring operation and management of the County Detention Center to the Sheriff. County Council further confirms that the transfer of authority, responsibility, and control for the operation and management of the County Detention Center to the Sheriff occurred and was effective as of 8:00 a.m., Monday, January 12, 2026, and all actions taken from and after that time to assume and carry out such operation and management are hereby ratified, confirmed, and approved.

**Section 5. Severability**

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

**Section 6. Repealer**

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

**Section 7. Inconsistency**

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

**Section 8. Effective Date.**

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

**DONE AND ENACTED IN COUNCIL ASSEMBLED**, this \_\_\_th day of \_\_\_\_\_ 2026.

**Jasper County, South Carolina**

\_\_\_\_\_  
William Joseph Rowell, III, Chairman  
Jasper County Council

ATTEST:

\_\_\_\_\_  
Wanda Giles, Clerk to Council

Approved as to form:

\_\_\_\_\_  
Interim County Attorney

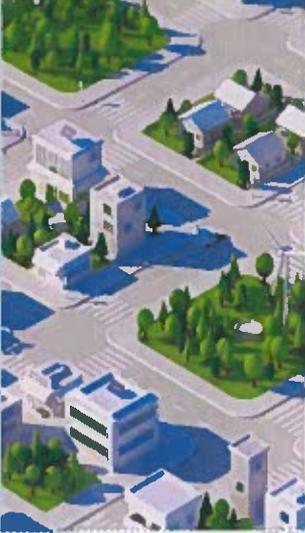
**ORDINANCE: #O-2026-06**

First Reading: 01.20.2026  
Second Reading: 02.02.2026  
Third Reading: 02.17.2026

Pursuant to Section 24-5-12 of the SC Code, as the duly elected Sheriff of Jasper County, South Carolina, I hereby approve, assent to, and accept the transfer of custody, control, and operational authority over the Jasper County Detention Center from Jasper County Council, as provided in Ordinance No. \_\_\_\_, as evidenced by my signature below.

\_\_\_\_\_  
Chris Malphrus, Jasper County Sheriff

**AGENDA**  
**ITEM # 6A**



# 2026 Community Development Block Grant (CDBG)

Program Year: April 1, 2026—March 31, 2027  
Community and Economic Development

*Strengthening People Strengthening Communities*

Lowcountry Council of Governments | [www.lowcountrycog.org](http://www.lowcountrycog.org)



1

## CDBG Program Overview

 **The SC CDBG Program is designed to provide assistance to units of local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate income (LMI).**

 **The CDBG program has been funded through the State since 1982 by the US Department of Housing and Urban Development (HUD) under Title I of the Housing Community Development Act of 1974 as amended (Title I).**

Lowcountry Council of Governments | [www.lowcountrycog.org](http://www.lowcountrycog.org)



2

The Annual allocation from HUD for the program is administered by the SC Department of Commerce – Division of Grant Administration.

SC has been allotted approximately **\$20,158,365** in CDBG funds for 2026.

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3

## SC STATE CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT

### Draft 2026 Action Plan

Written comments on the plan can be submitted from **January 18, 2026-February 19, 2026, 5PM.**

Email: [ehuff@scommerce.com](mailto:ehuff@scommerce.com)

Mail: Lisa Huff

SC Department of Commerce  
Business Incentives & Grants Administration  
1201 Main Street, Suite 1600  
Columbia, SC 29201

Lowcountry Council of Governments | [www.lowcountrycog.org](http://www.lowcountrycog.org)



4

## GRANT PROGRAM CATEGORIES



There are three broad grant program categories:

- Community Development
- Business Development
- Regional Planning

The Community Development Program is further broken down into several subcategories to address infrastructure, community facilities, and neighborhood priorities as follows:

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5

## Community Development Program

COMMUNITY INFRASTRUCTURE \$8,000,000 est.	COMMUNITY ENRICHMENT \$7,953,616 est.
APPLICATION REQUEST <b>March 20, 2026</b>	APPLICATION REQUEST <b>August 21, 2026</b>
APPLICATION DEADLINE <b>April 20, 2026</b>	APPLICATION DEADLINE <b>September 21, 2026</b>
WATER	BROWNFIELD PROJECTS/DEMOLITION OBSOLETE BUILDINGS
SEWER	DOWNTOWN STREETScape IMPROVEMENTS*
DRAINAGE	PLANNING FOR REGIONAL INFRASTRUCTURE (\$50,000 maximum)
ROADS	LIBRARIES
MINIMUM FUNDING AMOUNT - \$50,000	PUBLICLY OWNED FACILITIES
MAXIMUM FUNDING AMOUNT - \$1,000,000 est.	TRANSPORTATION-ORIENTED PUBLIC FACILITIES
<b>LOCAL PRIORITIES</b> <b>\$2,000,000 est.</b>	PUBLIC SAFETY FACILITIES/SERVICES
APPLICATION REQUEST <b>August 21, 2026</b>	DEMOLITION VACANT, DILAPIDATED STRUCTURES TO ADDRESS/SUPPORT CRIME PREVENTION
APPLICATION DEADLINE <b>September 21, 2026</b>	FIRE SUBSTATIONS OR FIRE TRUCKS
ECONOMIC DEVELOPMENT	HEALTH CLINIC FACILITIES/EQUIPMENT
PUBLIC HEALTH & SAFETY, QUALITY OF LIFE, AND SUSTAINABILITY	PUBLIC FACILITY MODIFICATIONS
RESILIENCY AND NARROW THE DIGITAL DIVIDE	NEW SIDEWALKS IN LMI AREAS
MINIMUM FUNDING AMOUNT - \$50,000	MINIMUM FUNDING AMOUNT - \$50,000
MAXIMUM FUNDING AMOUNT - \$300,000	MAXIMUM FUNDING AMOUNT - \$750,000

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## Community Development Program

<p style="text-align: center;"><b>READY TO GO     \$750,000</b></p> <p>APPLICATION REQUEST                      <b>ONGOING</b>          APPLICATION DUE    <b>30 DAYS AFTER REQUEST</b>          ACTIVITIES LISTED IN COMMUNITY          INFRASTRUCTURE &amp; COMMUNITY          ENRICHMENT          MINIMUM FUNDING AMOUNT - \$50,000          MAXIMUM FUNDING AMOUNT - \$500,000*          (*maximum waiver available)</p>	<p style="text-align: center;"><b>NATIONAL OBJECTIVE</b></p> <ul style="list-style-type: none"> <li>• Benefit low-to-moderate income ("LMI") Persons</li> <li>• Aid in the prevention or elimination of slums or blight</li> <li>• Meet other urgent community needs posing a serious threat to the health or welfare of the community</li> </ul>
--	---

10% MATCH REQUIREMENT FOR ALL PROJECTS

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## GRANT PROGRAM CATEGORIES

**Business Development Program: \$250,000**  
 This program provides financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy. Funding will be prioritized based on the following order:

1. New or expanding businesses tied to job creation
2. Area economic development activities not associated with job creation
3. New or expanding local businesses that provide essential goods and services in predominately LMI communities

**Regional Planning Program:                      \$500,000**  
 This program is designed to provide CDBG funds to Councils of Governments to assist local governments in developing plans and building local community development capacity.

**State TA & Admin:    \$ 704,749**

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## OPPORTUNITY ZONES

Projects located in Opportunity Zones will receive an additional 10 bonus points ([scoopportunityzone.com](http://scoopportunityzone.com))



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## PERFORMANCE THRESHOLD

**A unit of local government can apply for an additional Community Development grant if it has no more than two open CDBG grants (excluding Business Development or Regional Planning grants).**

**However, the open grants must not have exceeded a 30-month grant period.**

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## PERFORMANCE THRESHOLD



No more than one Streetscape project.



No more than one Ready to Go project.



No more than one project for the same general target area/neighborhood open at the same time, unless the current project is under construction.

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## FAIR HOUSING IS THE LAW

Also, as a part of the requirements of the program, the locality is expected to undertake activities that promote Fair Housing. Title VIII of the Civil Rights of 1968 stipulates that we all have the right to be treated fairly regardless of our **race, color, religion, sex, disability, familial status, or national origin.**

- In the sale and rental of housing
- In residential real estate transactions
- In the provision of brokerage services
- If you believe that you have been a victim of discriminatory housing practices, you have avenues by which the matter can be investigated.



Beaufort County and Lowcountry Council of Governments are committed to Fair Housing.

- For more information contact LCOG at **(843) 473-3990.**

Lowcountry Council of Governments | www.lowcountrycog.org



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# LMI QUALIFIED

		<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
<b>Beaufort County</b>	80% Limits	\$61,700	\$70,500	\$79,300	\$88,100	\$95,150	\$102,200	\$109,250	\$116,300
<b>Colleton County</b>	80% Limits	\$38,100	\$43,550	\$49,000	\$54,400	\$58,800	\$63,150	\$67,500	\$71,850
<b>Hampton County</b>	80% Limits	\$38,100	\$43,550	\$49,000	\$54,400	\$58,800	\$63,150	\$67,500	\$71,850
<b>Jasper County</b>	80% Limits	\$42,600	\$48,650	\$54,750	\$60,800	\$65,700	\$70,550	\$75,400	\$80,300

2025 Income Limits effective June 1, 2025 (cdbgsc.com)

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## BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM

**The Beaufort County/Lowcountry Regional HOME Consortium (LRHC) is comprised of the following counties: Beaufort, Colleton, Hampton, and Jasper and all 21 municipalities in the region.**

Lowcountry Council of Governments | [www.lowcountrycog.org](http://www.lowcountrycog.org)



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## BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM

### TOP THREE OBJECTIVES:

Rehabilitation of  
substandard housing

Increase accessibility to  
adequate and affordable  
housing

Support the  
development and  
availability of safe,  
decent, and affordable  
housing



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## BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM



Beaufort, Hampton, Colleton and Jasper Counties have areas that are in need of affordable housing, rehabilitation of substandard housing, and demolition of vacant/dilapidated houses.



As the housing stock ages, there becomes a greater need for rehabilitation of substandard houses and the number of vacant/dilapidated houses increases while increasing the number of persons at risk for homelessness.



Please give us a list of the priority housing needs for your area to be considered in our upcoming 2026-2027 Annual Action Plan to be submitted to HUD by April 30, 2026.

Lowcountry Council of Governments | [www.lowcountrycog.org](http://www.lowcountrycog.org)



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**Jasper County  
Community Development Block Grant (CDBG)  
Needs Assessment Ranking Summary 2026**

1. Public Facilities / Community Enrichment Activities to Include:
  - Public Safety Buildings (Replacement)
    - Coosawhatchie Fire Station
    - Consolidated Sheriff's Office Facilities
  - Public Service Buildings (Replacement/Renovation)
    - Coosawhatchie Community Center
    - Election & Voter Registration
    - Department of Social Service (DSS)
  - Fire Station (Equipment)
  - Community Centers (Renovation)
  - Boat Landings (Renovation)
2. Water, Sewer, Drainage Infrastructure Improvements as determined by studies, Capital Improvement Plans (CIP) etc., focusing on Low-Moderate Income (LMI) areas such as:
  - Levy Limehouse
  - Wagon Branch
  - Tillman
  - Other areas as identified in the future
3. Economic Development (projects as they develop)
4. Neighborhood Revitalization
  - Affordable Housing

## CDBG & HOME Notice of Public Hearing Concerning Needs Assessment

### JASPER COUNTY

NOTICE IS HEREBY GIVEN that on Tuesday, February 17, 2026, at 6:00 p.m. in the County Council Chambers located at 358 Third Avenue, Ridgeland, SC, Jasper County will hold a public hearing to solicit public input on community needs and priorities for housing, public facilities, and economic development. At this public hearing Jasper County will provide the results of its needs assessment and the activities which might be undertaken to meet identified needs, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income. Public may watch Live via YouTube at: [https://www.youtube.com/channel/UCBmlqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmlqX05cKAsHm_ggXCJIA). To participate in a Public Hearing you may either: Email your comments to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) no later than 1:00pm on the date of the Council meeting or you can speak in person at the Council Meeting by signing in on the Public Hearing Sign In Sheet located outside the Council Chambers Doors prior to the start of the meeting.

The County will also discuss matters related to housing needs and Affirmatively Furthering Fair Housing in anticipation of participation in the Beaufort County/Lowcountry Regional HOME Consortium funded by the US Department of Housing and Urban Development (HUD).

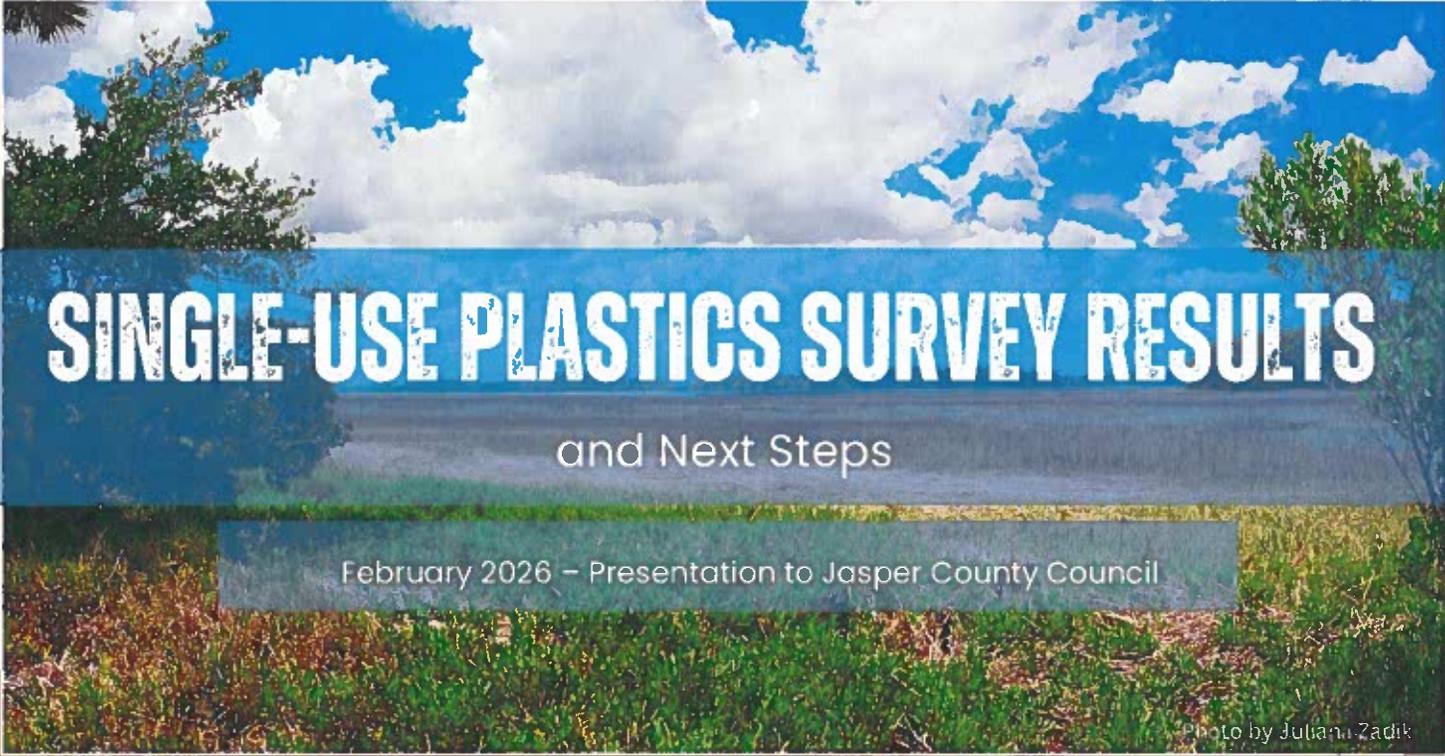
This public hearing and the matters to be discussed are subject to the provisions of the County's Citizen Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of Jasper County in the planning and implementation of community and economic development projects which will involve CDBG funds. The Citizen Participation Plan is available for review at Jasper County, Monday through Friday between the hours of 9:00a.m. and 5:00p.m. This CPP information will be posted on the County Bulletin Board in the Administrative Building lobby for inspection. Persons with questions or comments concerning the public hearing or the Citizen Participation Plan may contact Jessica Dailey, Lowcountry Council of Governments, PO Box 98, Yemassee, SC 29945, (843) 473-3990.

Jasper County does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Tisha L. Williams, Jasper County, 358 Third Avenue, Ridgeland, SC has been designated to coordinate compliance with the nondiscrimination requirements contained in the U. S. Department of Housing and Urban Development's regulations.

*Note: Assistance will be provided to accommodate the special needs of disabled or limited English proficient persons upon request.*

*Nota: Se proveerá asistencia para acomodar las necesidades especiales de personas discapacitadas o con conocimientos limitados de inglés a solicitud.*

**AGENDA**  
**ITEM # 6B**



# SINGLE-USE PLASTICS SURVEY RESULTS

and Next Steps

February 2026 – Presentation to Jasper County Council

Photo by Juliana Zadik

# WASTE REDUCTION IS NECESSARY

## BEAUFORT COUNTY



Population.....198,979



Curbside Recycling Programs.....3

Pop-Sites.....3

Recycling Rate.....12.07%



MSW Disposed (tons).....152,652.00

MSW Disposed (p/p/d).....4.78



MSW Recycled (tons).....20,962.81

MSW Recycled (p/p/d).....0.58

MSW Generation (tons).....173,614.00

MSW Generation (p/p/d).....4.78

**TABLE 7.20: Beaufort County MSW Recycling Data in Tons in FY24**

COMMODITIES	RESIDENTIAL	COMMERCIAL/ INSTITUTIONAL	INDUSTRIAL (office/ packaging)	TOTAL
Glass	685.71	0.10	0.00	685.81
Metal	112.15	5.67	259.80	377.62
Paper	2,063.91	3,225.67	77.04	5,366.62
Plastic	378.66	0.26	0.00	378.92
Organics	4,881.58	0.00	0.00	4,881.58
Banned	2,241.10	604.15	48.53	2,893.78
Miscellaneous	145.67	328.88	2.91	477.46
Commingled	5,766.09	134.93	0.00	5,901.02
<b>TOTAL</b>	<b>16,774.87</b>	<b>4,299.66</b>	<b>388.28</b>	<b>20,962.81</b>

**TABLE 7.21: Beaufort County Facilities List for FY24**

FACILITY TYPE	NO. OF FACILITIES	FACILITY TYPE	NO. OF FACILITIES
Class 1 Landfills	0	C&D Debris Recyclers	2
Class 2 Landfills	1	Transfer Stations	4
Class 3 Landfills	0	Structural Fills	0
Waste Tire Facilities	1	Solid Waste Processing Facilities	1
Used Oil Facilities	0	Composting and Wood Grinding	2
Incinerators	3	Other Permitted Solid Waste Facilities	0

Estimated Remaining Life of Landfill  
**6 yrs**

Source

# THEY'RE IN OUR ENVIRONMENT

Over 197,000 lbs of litter removed from roads in Beaufort county as of May 2025. Source: Solid Waste and Recycling Board meeting 5-22-25



The Island Packet

## Horseshoe crabs tangled in bag on Hilton Head beach

Apr 7, 2024 — The horseshoe crabs were stuck in a thick plastic mesh bag on the beach near Port Royal Plantation. Millen said the bag reminded her of the bags that onions ...

Source



The Island Packet

<https://www.islandpacket.com/local/article247286479>

## Marine animals off Hilton Head, SC coast eat plastic

Nov 24, 2020 — The study compiled 1,792 reports of animals swallowing or becoming entangled in plastic trash between 2009 and 2018. It showed that in those ...

Source

Photo by Grant McClure

Source: Island Packet

Winner of the 2022 Governor's Award for Excellence in Scientific Research at a Primarily Undergraduate Institution

### Microplastics and Tire Wear Particles in South Carolina Coastal Waters: Sources, Pathways, and Toxicity

John E. Weinstein\*

Journal of the South Carolina Academy of Science, [2023], 21(1)

\*Department of Biology, The Citadel, Military College of South Carolina, 171 Moultrie St., Charleston, South Carolina 29409, USA

Source

### Effects of microplastics and nanoplastics in shrimp: Mechanisms of plastic particle and contaminant distribution and subsequent effects after uptake

Volume 894, 10 October 2023, 164999

Anil Timilsina<sup>a</sup>, Kaushik Adhikari<sup>b</sup>, Amit K. Yadav<sup>c</sup>, Pabitra Jashi<sup>d</sup>, Grace Ramena<sup>e</sup>,

Kailash Bohara<sup>e</sup>  

Source

### Microplastic Content in Oysters (*Crassostrea virginica*) from South Carolina, USA

Blosser, Brooke Caroline. College of Charleston ProQuest Dissertations Publishing, 2022. 29213218.

Source

### Microplastic contamination in fish: A systematic global review of trends, health risks, and implications for consumer safety

Marine Pollution Bulletin Volume 219, October 2025, 118279

Himanshu Jangid<sup>a</sup>, Joydeep Dutta<sup>a</sup>, Arun Karnwal<sup>b</sup>, Gaurav Kumar<sup>a,c</sup>  

Source

# THEY'RE IN OUR FOOD

Microplastics are found in 1,600 species, including 1,300 ocean dwellers.

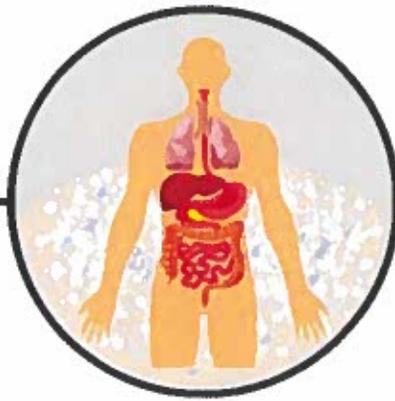
Source

Photo by Jake Zadik

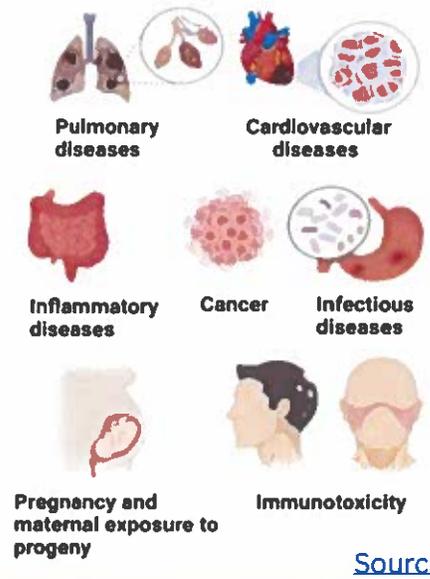
# THEY'RE IN OUR BODIES

## MICROPLASTIC

### Exposure



### Toxicity



Source

Source

**LOCAL ACTION = GREAT IMPACT**



A multi-disciplinary working group developed and deployed surveys

# QUICK RECAP



January 13, 2025 - April 3, 2025



Two Survey Types



Regulatory Preferences



Media & Business Outreach Campaign

## PLASTIC REDUCTION EFFORTS IN BEAUFORT COUNTY

IN 2018, BEAUFORT COUNTY COUNCIL PASSED AN ORDINANCE THAT WAS INTENDED TO LIMIT THE NUMBER OF PLASTIC BAGS THAT END UP IN OUR FRAGILE ENVIRONMENT. THE COUNTY IS EVALUATING THE ISSUE AND CONSIDERING WAYS TO ALLEVIATE THE NEGATIVE IMPACT ON OUR COMMUNITY.

*How can you help?*

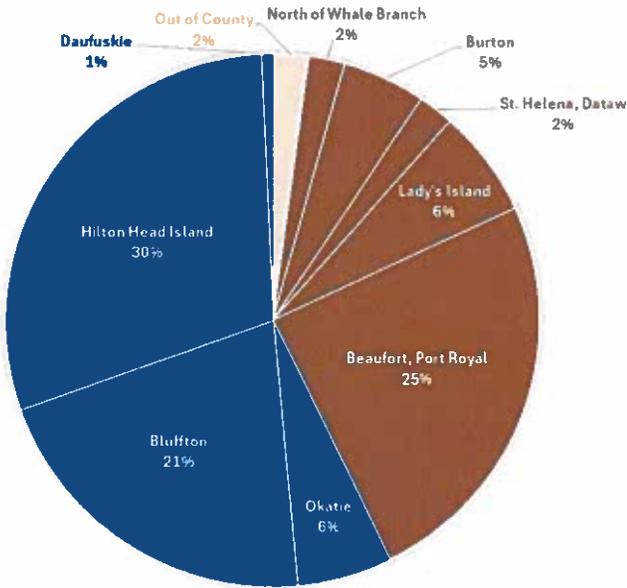
TAKE A MOMENT TO FILL OUT THIS SURVEY TO HELP US MAKE AN INFORMED DECISION FOR THE FUTURE OF BEAUFORT COUNTY, ITS BUSINESSES AND RESIDENTS.



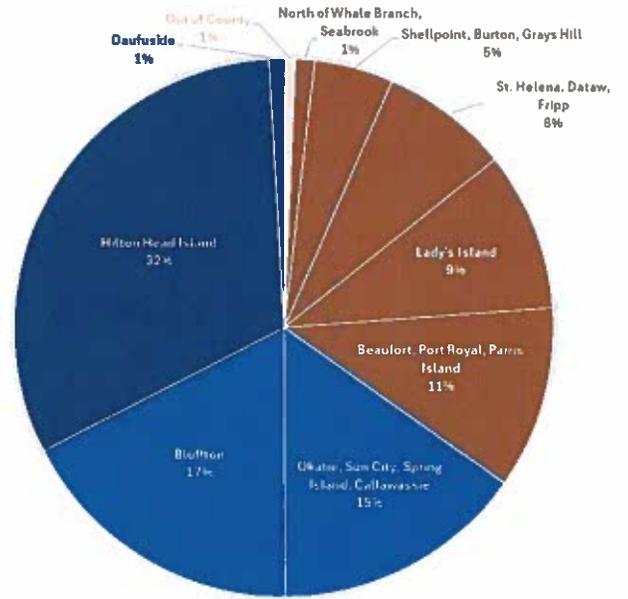
# WHO RESPONDED?

138 Business Responses  
6,062 Resident Responses

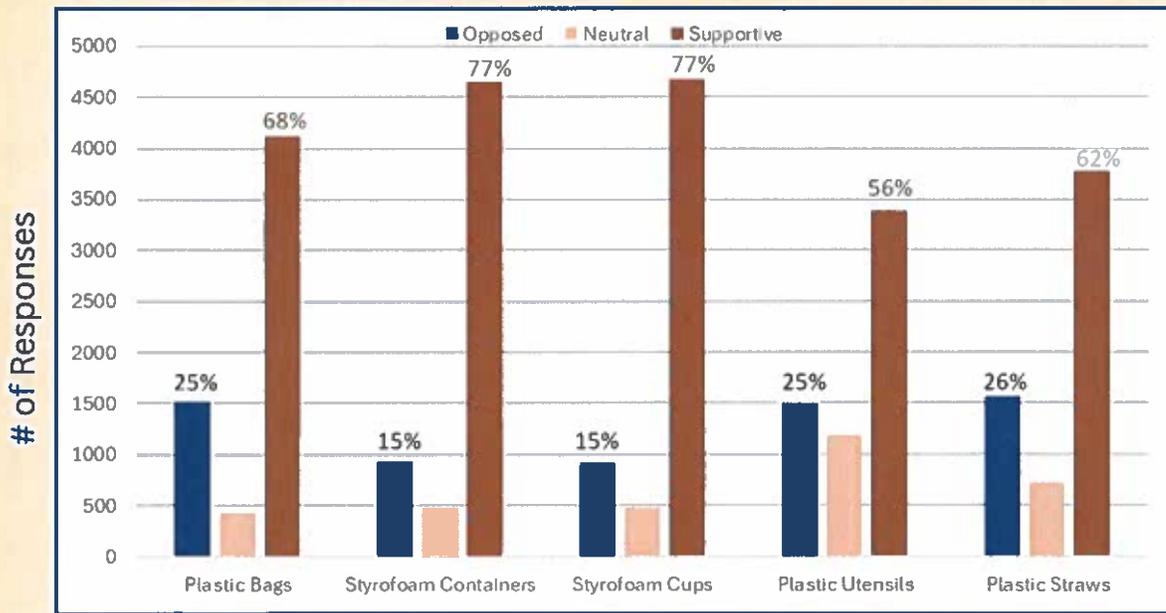
BUSINESS



RESIDENTS



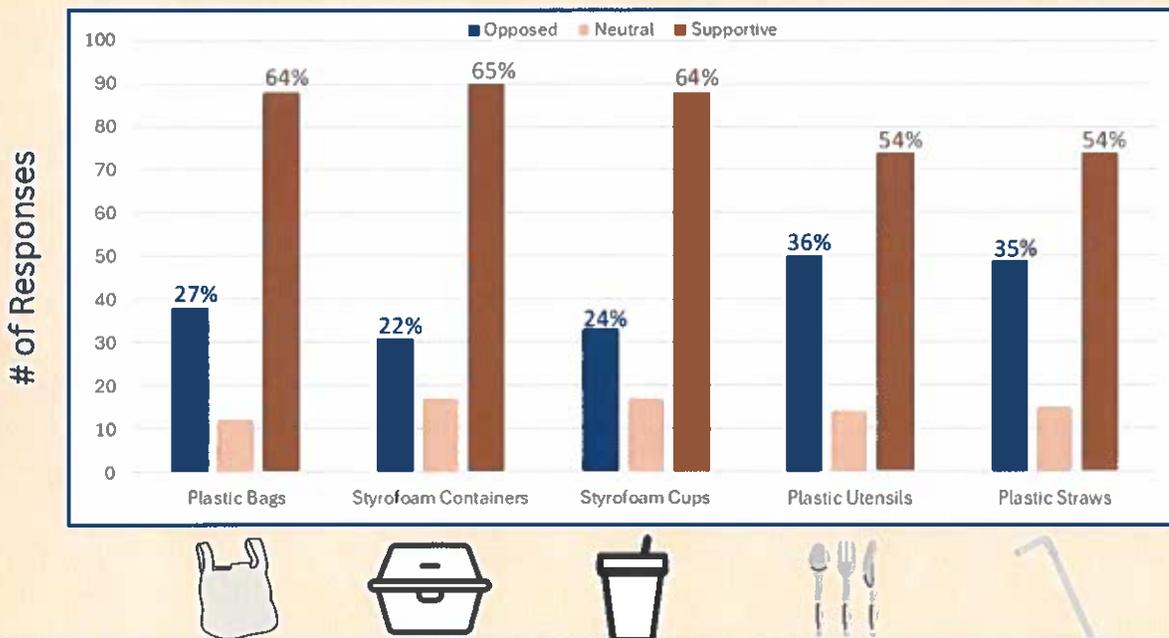
# RESIDENTS SUPPORT SINGLE-USE PLASTIC REGULATION



“All plastic needs to be tapered down and eventually eliminated as waste. There are alternative... products that can adequately be used.” – Resident Participant

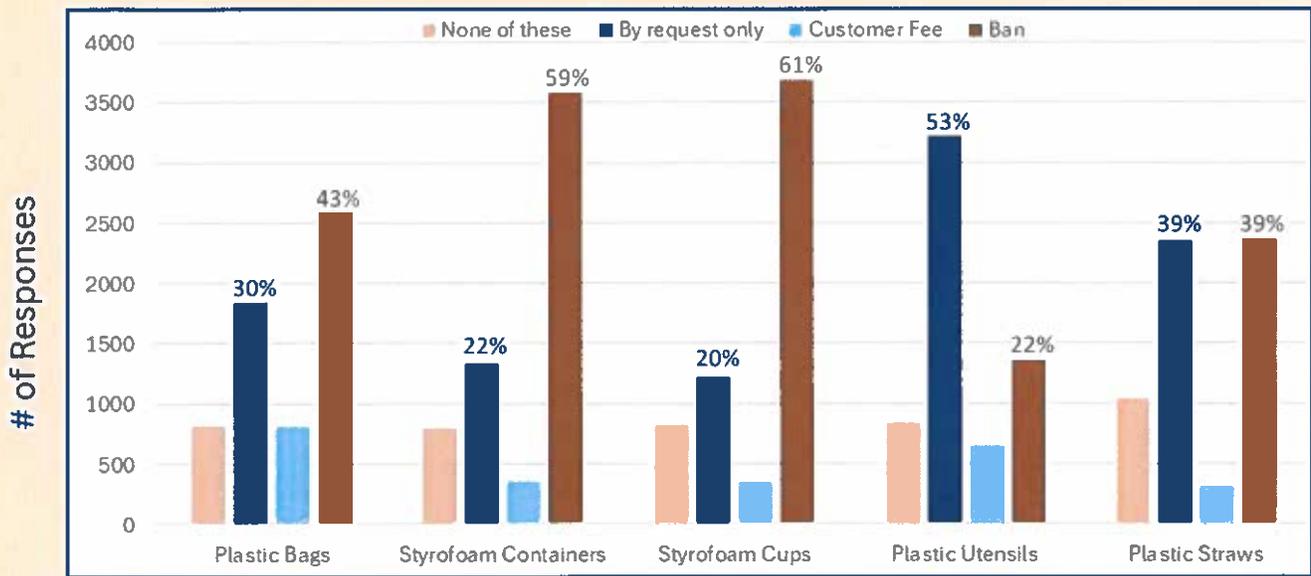


# BUSINESSES SUPPORT SINGLE-USE PLASTIC REGULATION

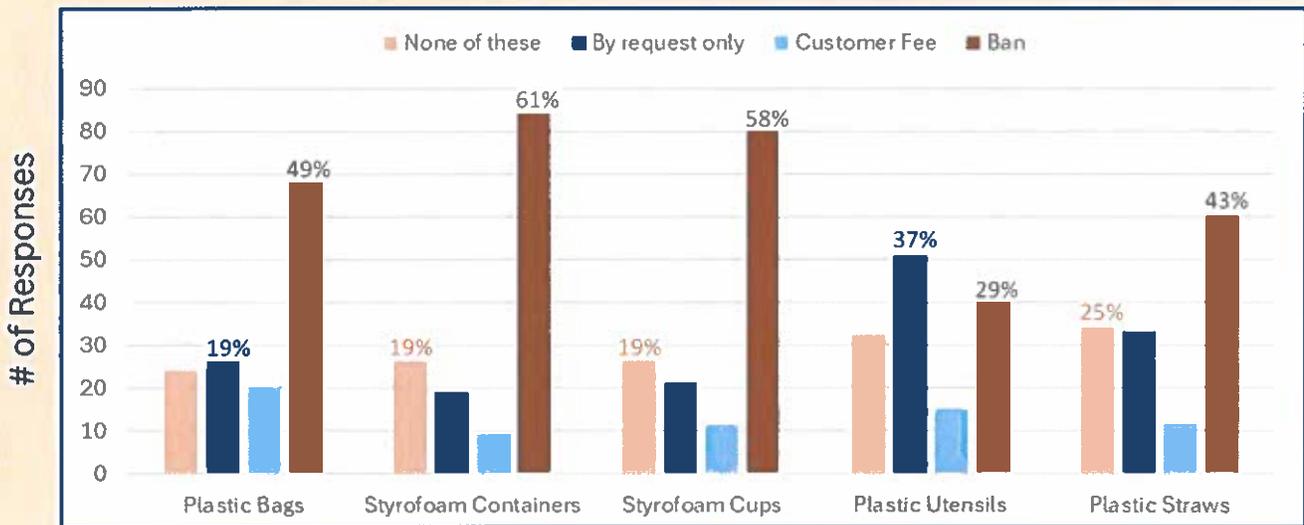


“The fact that aggressive recycling and bans on plastic and Styrofoam is not in place is appalling. We can do better!”  
- HHI Business Participant

# OUR RESIDENTS PREFER...



# ...AND SO DO OUR BUSINESSES.



# BROAD LOCAL EFFORTS

## What's managed where in Charleston Area

	 Banned	 Single-use plastic bags	 Extra thick plastic bags	 Straws	 Disposable cutlery	 Plastic foam
	 Not banned or no regulation in place					
City of Charleston				ON REQUEST		
Isle of Palms						
Mount Pleasant						
James Island				ON REQUEST		
Seabrook Island						
Kiawah Island						
Folly Beach				ON REQUEST		
Charleston County						
Edisto Island						
Sullivan's Island						

BRANDON LOCKETT AND TOBY COX/STAFF

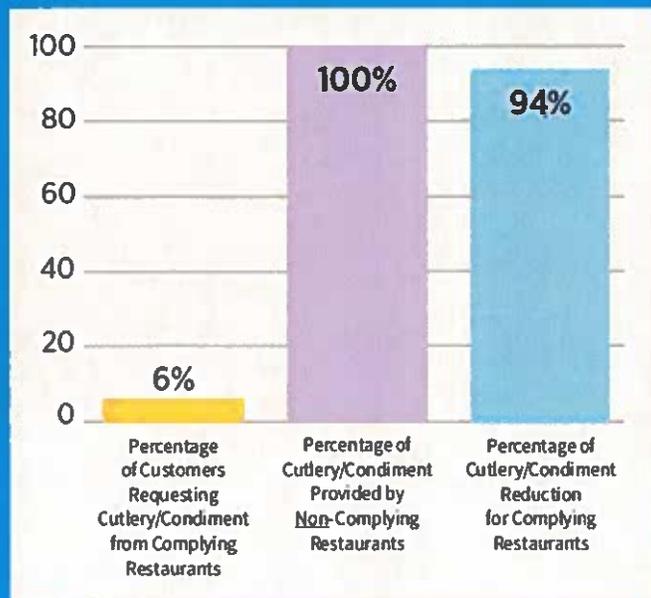
Source:

## 2025 Eco Tableware Costs are Very Competitive with Plastic - Only Pennies More

Eco tableware prices in 2025 vary based on **material type, design complexity, order volume, certification requirements, and region of purchase**. While the **per-unit price** for compostable products is still slightly higher than traditional plastics, the gap is narrowing due to **scaling, innovation, and policy-driven adoption**.

Product Type	Plastic Material	Traditional Plastic (per unit)	DIFFERENCE	EcoTableware (per unit)	Material
Cold Cup - 16oz	Plastic	\$0.07	\$0.05	\$0.12	Compostable plastic
Hot Cup - 12oz	Styrofoam	\$0.12	\$0.02	\$0.14	Compostable paper
Knives	Plastic	\$0.04	\$0.01	\$0.05	Compostable plastic
Spoons	Plastic	\$0.04	\$0.00	\$0.04	Compostable plastic
Forks	Plastic	\$0.04	\$0.00	\$0.04	Compostable plastic
Cutlery pack	Plastic	\$0.16	\$0.02	\$0.18	Compostable with biopolymer
Straw - wrapped	Plastic	\$0.01	\$0.01	\$0.02	Compostable
6x6 take out container	Styrofoam	\$0.06	\$0.06	\$0.12	Compostable Bagasse
9x9 take out container	Styrofoam	\$0.19	\$0.08	\$0.27	Compostable Bamboo

# BY REQUEST ONLY REDUCES COSTS



**1,578,769 pieces**

of toxic plastic cutlery (over 10,000 lbs) annually reduced from the waste stream as a result of 16 compliant restaurants in Red Bank

**94% reduction**

in single-use cutlery and condiments for all businesses following Skip the Stuff, equating to money saved

Red Bank, NJ (2024) [Source](#)

# RECOMMENDATIONS

## Eliminate & Replace



## By Request Only

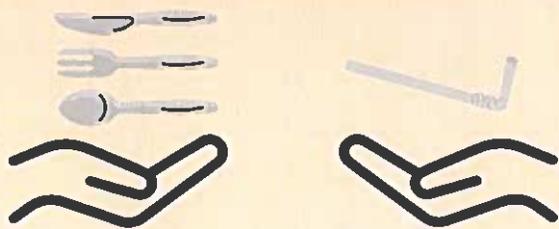


Photo by Courtney Kimmel



Photos by Juliana Zadik

## NEXT STEPS



**Finish Analysis**



**Bring back final results**



**Update 2018 Partners**



**Develop amendment language.**



**Create Implementation Plan**

# SOURCES

Beaufort County Single Use Plastics Survey  
Results – Final Report (April 2025):  
<http://bit.ly/48S2ACq>

- Slide 2: <https://des.sc.gov/sites/des/files/Documents/BLWM/Recycling/OR-2660.pdf>
- Slide 3: <https://beaufortcountysc.new.swagit.com/videos/343802>  
<https://www.islandpacket.com/news/local/news-columns-blogs/untamed-lowcountry/article250465186.html>  
<https://www.islandpacket.com/news/local/article247286479.html>
- Slide 4: <https://scholarcommons.sc.edu/cgi/viewcontent.cgi?article=1266&context=jscas>  
<https://www.sciencedirect.com/science/article/pii/S0048969723036227>  
<https://repository.library.cofc.edu/items/9677ba1f-c49a-4a46-9a2b-c51ab0b9c7b3>  
<https://www.sciencedirect.com/science/article/abs/pii/S0025326X25007544?via%3Dihub>
- Slide 5: <https://pubs.acs.org/doi/10.1021/envhealth.3c00052>  
<https://link.springer.com/article/10.1007/s10311-023-01593-3>  
<https://www.neim.org/doi/full/10.1056/NEJMoa2309822>
- Slide 17: [https://www.postandcourier.com/rising-waters/extra-thick-plastic-bag-ban-charleston-microplastics-environment/article\\_7f89d7ec-242c-11ef-99ef-eb31f40d66dd.html](https://www.postandcourier.com/rising-waters/extra-thick-plastic-bag-ban-charleston-microplastics-environment/article_7f89d7ec-242c-11ef-99ef-eb31f40d66dd.html)
- Slide 18: Pricing Chart - [ULINE](#) [US Foods](#) [World Centric](#) [Paper Plus Packaging](#) [Blurb](#) – [Bio Leader Pack](#)
- Slide 19: [https://cleanwater.org/sites/default/files/2025-04/CS\\_STS\\_Red\\_Bank\\_03.06.25a.pdf](https://cleanwater.org/sites/default/files/2025-04/CS_STS_Red_Bank_03.06.25a.pdf)



Photo by Juliana Zadi

AGENDA

ITEM # 7

Citizen Comments

**AGENDA**  
**ITEM # 8A**



# Jasper County Development Services Department

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

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

## Jasper County Council Staff Report

<b>Meeting Date:</b>	02/17/25
<b>Agenda Item:</b>	Item 8A: Resolution #R-2026-11
<b>Project:</b>	2026 Emergency Generator, Taxilane Widening, and Helipad Project
<b>Request:</b>	Council approval for Holt Consulting Company, LLC Work Authorization No. 24 Agreement
<b>Action Needed:</b>	Authorize the County Administrator to sign the Work Authorization No. 24 Agreement
<b>Recommendation:</b>	Approval of Resolution #R-2026-11

### Description:

Staff is preparing the application to utilize the Federal Aviation Administration (FAA) Entitlement funds and to receive additional funds from the South Carolina Aeronautics Commission (SCAC) in order to complete two projects. The first project is to install a electrical power backup generator so that in the event of a power outage, the runway/ taxiways lights will remain lit. This is an effort to increase the safety of the airport and reduce liability. The second project is to install a properly lit Helipad. The primary user of the Helipad will be Emergency Services, as they run night life flight operations. The current condition of the field has the operations occurring in the dark with limited visibility. The installation of the Helipad will improve the safety conditions County Staff and for the Ridgeland – Claude Dean Airport. This project will also include widening several taxiways that will also allow for safer operations of the aircraft. Cost is \$90,504.50.

### Staff Recommendation:

Staff recommends the County Council approve Resolution #R-2026-11 to authorize the County Administrator to sign Work Authorization No. 24 with Holt Consulting Company, LLC to complete Design, Bidding and Construction Phase Services for the 2026 Emergency Generator, Taxilane Widening and Helipad Project at Ridgeland-Claude Dean Airport.

### Attachment(s):

Resolution #R-2026-11  
Work Authorization No. 24

**STATE OF SOUTH CAROLINA**

**COUNTY OF JASPER**

**RESOLUTION #R-2026-11**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AND DELIVER ALL REQUIRED DOCUMENTATION FOR THE DESIGN, BIDDING AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE 2026 EMERGENCY GENERATOR, TAXILANE WIDENING AND HELIPAD PROJECT AT RIDGELAND-CLAUDE DEAN AIRPORT; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, Jasper County is applying to utilize the Federal Aviation Administration (FAA) Entitlement funds and to receive additional funds from the South Carolina Aeronautics Commission (SCAC) in order to complete two projects in the 2026 Capital Improvement plan for the Ridgeland – Claude Dean Airport; and

**WHEREAS**, The first project is to install a backup electrical power generator for the runway/ taxiways lights and the second project is to install a helipad and associated taxiway widening for emergency services; and

**WHEREAS**, Holt Consulting Services, LLC is contracted with Jasper County and has submitted Work Authorization No. 24 to complete Design, Bidding and Construction Phase Services for these two projects.

**NOW, THEREFORE, BE IT RESOLVED THAT** the County Administrator is authorized to execute the Work Authorization and other documents related thereto to support the completion of the Design, Bidding and Construction Phase Services of the backup electrical power generator for the runway/ taxiways lights and the helipad and taxiway improvements for emergency services.

This Resolution made effective as of the date hereof.

**DONE, RATIFIED AND ADOPTED** this 17<sup>th</sup> day of February 2026.

---

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

(SEAL)

ATTEST:

---

Wanda Hendrix-Giles  
Clerk to County Council

Resolution #R-2026-11  
Adopted: February 17, 2026

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

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Name

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Date

**Work Authorization No. 24**  
**Between**  
**Jasper County**  
**And**  
**Holt Consulting Company, LLC**

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Project Identification No. 3-45-0048-019/020-2026 Holt Project No. SC1001-24

Project Location: Ridgeland-Claude Dean Airport

Project Name: 2026 Emergency Generator, Taxilane Widening, and Helipad Project

It is agreed to undertake the following work in accordance with the provisions of the Master Agreement for Professional Services dated November 15, 2021.

\*\*\*\*\*

**DESCRIPTION OF ASSIGNMENT:**

This agreement will provide Design, Bidding and Construction Phase Services for the **2026 Emergency Generator, Taxilane Widening and Helipad Project** at **Ridgeland-Claude Dean Airport**. Refer to Attachment A for further information concerning the scope of work for this project. The elements included in the scope of this project are as follows, unless otherwise stated:

- Element 1 - Project Formulation
- Element 2 - Construction Plans
- Element 3 - Contract Documents
- Element 4 - Bidding Phase Services
- Element 5 - Construction Phase Services

**PERIOD OF SERVICES:**

**Design and Bidding Services:** Services will begin immediately upon execution of this agreement by the OWNER and continue through completion of the Bidding Phase. The time period is estimated to be 90 days for this portion of the project.

**Construction Phase Services:** Services will begin immediately upon award of construction contract by the OWNER and continue through completion of the Construction Phase. The time period is estimated to be 60 days for this portion of the project.

Services required beyond the above estimated time frames due to delays in obtaining agency approvals, defective work by subcontractor, or other causes beyond the Consultant's control may require additional compensation with an amendment to this Work Authorization.

**BASIS OF COMPENSATION:**

Basic and Special Services: The Consultant's compensation for the work described herein shall be in the following **lump sum** amounts.

Element 1 – Project Formulation	\$6,475.00
Element 2 – Construction Plans	\$31,678.00
Element 3 – Contract Documents	\$6,277.00
Element 4 – Bidding Phase Services	\$11,661.00
Element 5 – Construction Phase Services	\$34,413.50
<b>Total:</b>	<b>\$90,504.50</b>

**Note: 25% of Contract Amount will be paid by FAA AIG Grant, 75% will be paid for by FAA NPE Grant.**

\*\*\*\*\*

Agreed as to scope of services, time schedule, and budget\*:

**Jasper County, SC**

**Holt Consulting Company, LLC**

**By:**

**By:**

\_\_\_\_\_  
**Signature**

  
\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed**

Paul A. Holt, Principal  
\_\_\_\_\_  
**Printed**

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

January 26, 2026  
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Attest**

  
\_\_\_\_\_  
**Attest**

\* Budget will not be exceeded without a supplemental Work Authorization.

- Attachments:    A – Scope of Work  
                      B – Cost Summary  
                      C – Scope of Work  
                      Sketch

**Ridgeland-Claude Dean Airport (3J1)****2026 Emergency Generator, Taxilane Widening & Helipad (Design/Bid/Construct)****Scope of Services – Work Authorization No. 24*****Project Description***

Ridgeland-Claude Dean Airport intends to install an emergency generator to serve the existing lighting vault which powers the airfield lighting and navigational aids. This emergency generator will be funded by FAA AIG funds. This emergency generator will be located adjacent to the existing lighting vault building on the north end of the airport. Secondly, the Airport wishes to widen several taxilane areas to better meet FAA criteria. Currently several taxilanes are between 12-14 feet wide and do not provide proper taxilane edge safety margins. This project will widen these taxilanes (as shown on the attached sketch) to 20 feet width (FAA minimum recommended width for small aircraft). The third element of the project is construction of a helipad for emergency services helicopters to be located near the southeast entrance gate (and as shown on the sketch). The taxilane widening and helipad will be funded by available FAA non-primary entitlement (NPE) funds that are expiring in combination with local and SCAC matching 2.5% shares.

Below are a few additional items that will be taken into consideration during design:

- Design of airfield emergency generator is included.
- Design of taxilane pavement widening areas and methods is included.
- Utilizing SCDOT specifications for pavement widening due to light aircraft loading. Utilize FAA and CSI specifications for the airfield emergency generator.
- Work will be divided into three bid schedules to keep project award flexible and coded to the appropriate FAA AIG and NPE grants.
- Contract billing will be split between the two FAA grants (AIG and NPE) as follows:
  - 25% of Billing = AIG Grant
  - 75% of Billing = NPE Grant

The project will include the following Civil Engineering Services:

**General**

- Project Formulation/Coordination
  - Contract scoping
  - Grant Preapplications, Applications, and Quarterly Reports

**Design**

- Construction Phasing
- Asphalt Pavement Design for Pavement Widening Areas
- Emergency Generator Design, Details, Diagrams and Schedules for airfield generator set
- Helipad pavement, marking and edge lighting design
- Electronic (PDF) documents to save money/time

**Bidding**

- Bidding Phase Services to include:
  - Virtual pre-bid meetings
  - Answer bidder questions and prepare addenda
  - Prepare bid tabulations and evaluation/recommendation
  - Prepare printed plans for awarded contractor

**Documentation**

- Drawings
- Project Manual and Technical Specifications
- Engineer's Cost Estimate

**Grant Services (Shown in Project Formulation/Coordination)**

- Assistance in Preparation of FAA and SCAC Grant Applications
- Quarterly Reports and Grant Closeout Assistance

This scope does not include:

- Environmental Services
- Field Survey
- Geotechnical Investigation

**Geotechnical and Survey**

- Geotechnical pre-design testing is not included due to nature of project.
- As-built survey from previous project will be utilized for design.

**Permitting**

Due to the small size of this project, stormwater permitting is not included. The following permit and approvals will be obtained:

- FAA Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) - Form 7460
- Jasper County Development Permit

**Environmental**

None. Categorical Exclusions were prepared and approved by FAA prior to this project's start.

**Permit Fees**

All permit fees associated with permitting items listed above will be paid by Jasper County.

**Other Provisions**

- Jasper County and Ridgeland-Claude Dean Airport will provide Holt Consulting and the sub-consultants access to the site and all available information pertinent to this project. This includes access to as-built drawings, and documents on existing conditions within the project limits.
- Jasper County may negotiate additional contract(s) with Holt Consulting for services beyond the scope of this project.

**Deliverables**

The following items will be provided to the Airport throughout the project.

- 90% Design Submittal (Plans, Engineer's Estimate, Project Manual)
- 100% Design Submittal (Plans, Project Manual, Specifications, and Engineer's Estimate)
- FAA 7460 Submittals

**Bidding**

Bidding phase services are included in this contract. Bidding will include coordination with bidders, distribution of online bidding documents, monitoring of planholders list, answering bidder questions during bid period, issuance of addenda, bid tabulation, bid evaluation, bid award recommendation and preparation of construction documents. Bidding phase services does not include attendance at pre-bid meeting or bid opening.

**Disadvantaged Business Enterprise (DBE) Program Plan**

Due to the uncertainty of timing of the SCDOT update of the DBE directory pursuant to US Department of Transportation (USDOT) Interim Final Rule (October 2, 2025), the 2027-2029 update of the DBE plan is not included in this scope. Once the SCDOT DBE directory update is complete, this work will be added via contract amendment.

**Construction Phase Services**

The project will include the following Basic Construction Services:

- Construction Administration
- Site Visits During Construction
- Coordination with Contractor(s) and RFI Response
- Final Inspection Visit and Punch List
- Project Closeout
- Emergency Generator As-Built Drawings

The following items are NOT INCLUDED in Construction Phase Services:

- Full-Time Inspection
- Quality Assurance Testing (Contractor to Provide Quality Control Testing)
- DBE Plan Update (Pending SCDOT DBE Directory Update, Work Will Be Added Via Amendment)

**Schedule**

Estimated Notice-To-Proceed Date: February 2026

Project Design: 60 Calendar Days

Project Bidding and Evaluation: 30 Calendar Days

Grant Submission and Award: 90 Calendar Days (estimated)

Project Construction: 60 Days (Estimated, Spring 2026)

Total Project Duration: Approximately 420 Calendar Days (Includes waiting on grant award and construction long lead time items)

**ATTACHMENT B**

**COST SUMMARY**

**ELEMENT 1. PROJECT FORMULATION**

Labor Subtotal	\$6,475.00
Direct Expenses	\$0.00
Subconsultant Subtotal	\$0.00
<b>TOTAL</b>	<b>\$6,475.00</b>

**ELEMENT 2. CONSTRUCTION PLANS**

Labor Subtotal	\$16,269.00
Subconsultant Subtotal	\$15,409.00
<b>TOTAL</b>	<b>\$31,678.00</b>

**ELEMENT 3. CONTRACT DOCUMENTS**

Labor Subtotal	\$6,277.00
Direct Expenses	\$0.00
Subconsultant Subtotal	\$0.00
<b>TOTAL</b>	<b>\$6,277.00</b>

**ELEMENT 4. BIDDING PHASE SERVICES**

Labor Subtotal	\$8,041.00
Direct Expenses	\$600.00
Subconsultant Subtotal	\$3,020.00
<b>TOTAL</b>	<b>\$11,661.00</b>

**ELEMENT 5. CONSTRUCTION PHASE SERVICES**

Labor Subtotal	\$26,873.00
Direct Expenses	\$624.50
Subconsultant Subtotal	\$6,916.00
<b>TOTAL</b>	<b>\$34,413.50</b>

**ENGINEERING DESIGN TOTAL** \$90,504.50

**PROJECT FORMULATION**

ELEMENT 1	Hourly Breakdown								Total Man Hours	Labor Cost
	Principal	Senior Project Manager	Project Manager	Sr Engineer	Engineer	Designer	CADD Technician	Technical Assistant		
	\$ 86.54	\$ 75.85	\$ 75.31	\$ 59.38	\$ 45.32	\$ 39.06	\$ 32.87	\$ 25.00		
Coordination with Owner to Establish Scope of Work			8						8	\$ 602.48
Prepare Grant Preapps/Apps			4		2				6	\$ 391.88
Grant Quarterly Reports			4						4	\$ 301.24
Project Formulation			8					2	10	\$ 652.48
<b>DIRECT LABOR TOTAL</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>28</b>	<b>\$ 1,948.08</b>
DIRECT LABOR TIMES OVERHEAD RATE OF ( 202.17% )										\$ 3,938.44
TOTAL LABOR PLUS OVERHEAD										\$ 5,886.52
PROFIT ( 10% )										\$ 588.66
<b>TOTAL LABOR INCLUDING OVERHEAD AND PROFIT</b>										<b>\$ 6,475.18</b>
<b>SUBCONSULTANTS</b>										
Not Applicable (Not Included in this Scope of Work)										\$ -
<b>LABOR TOTAL</b>										<b>\$ -</b>
<b>DIRECT EXPENSES:</b>										
Not Applicable (Not Included in this Scope of Work)										\$ -
<b>EXPENSE TOTAL</b>										<b>\$ -</b>
<b>TOTAL COST</b>										<b>\$ 6,475.00</b>

**CONSTRUCTION PLANS**

ELEMENT 2	Hourly Breakdown								Total Man Hours	Labor Cost
	Principal	Senior Project Manager	Project Manager	Sr. Engineer	Engineer	Designer	CADD Technician	Technical Assistant		
	\$ 86.54	\$ 75.85	\$ 75.31	\$ 59.38	\$ 45.32	\$ 39.05	\$ 32.81	\$ 25.00		
Cover Sheet (Including Sheet Index and Quantities)		2					1		3	\$ 184.51
Project Safety & Phasing Plan		6				8	8		22	\$ 1,030.06
Project Safety & Phasing Plan Notes		4							4	\$ 303.40
Project Safety & Phasing Plan Details		4							4	\$ 303.40
Phasing and General Notes		2				2			4	\$ 229.82
Pavement Widening & Helipad Site Plans (2 Sheets)		14		4		8			26	\$ 1,611.90
Typical Sections and Paving Details (1 Sheet)		4				8			12	\$ 615.88
Marking Plans and Details (2 Sheets)		4				8			12	\$ 615.88
Helipad Lighting Plan									0	\$ -
Helipad Lighting Details									0	\$ -
Emergency Generator Drawings (11 sheets)									0	\$ -
<b>DIRECT LABOR TOTAL</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>34</b>	<b>9</b>	<b>0</b>	<b>87</b>	<b>\$ 4,894.85</b>
<i>DIRECT LABOR TIMES OVERHEAD RATE OF ( 202.17% )</i>										
<b>TOTAL LABOR PLUS OVERHEAD</b>										<b>\$ 14,790.76</b>
<b>PROFIT ( 10% )</b>										<b>\$ 1,479.07</b>
<b>TOTAL LABOR INCLUDING OVERHEAD AND PROFIT</b>										<b>\$ 16,269.83</b>
<b>SUBCONSULTANTS</b>										
Electrical Subconsultant - Ohmega Group										\$ 15,409.00
<b>LABOR TOTAL</b>										<b>\$ 15,409.00</b>
<b>DIRECT EXPENSES:</b>										
Not Applicable	(Included in Sub-consultant's Scope and Fee)									\$ -
<b>EXPENSE TOTAL</b>										<b>\$ -</b>
<b>TOTAL COST</b>										<b>\$ 31,678.00</b>

**CONTRACT DOCUMENTS**

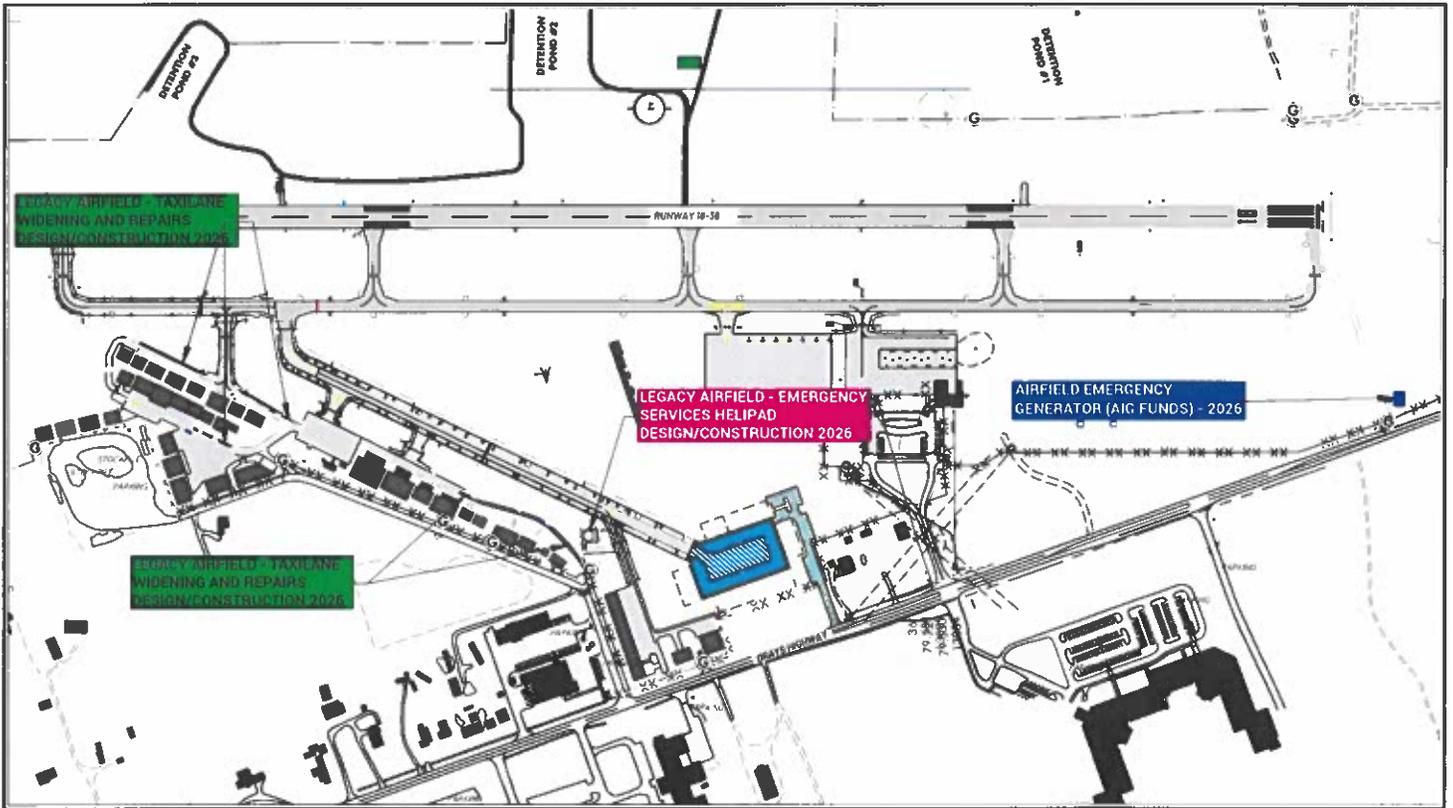
ELEMENT 3	Hourly Breakdown								Total Man Hours	Labor Cost
	Principal	Senior Project Manager	Project Manager	Sr. Engineer	Engineer	Designer	CADD Technician	Technical Assistant		
	\$ 86.54	\$ 75.85	\$ 75.31	\$ 59.38	\$ 45.32	\$ 39.06	\$ 32.81	\$ 25.00		
Prepare "Front-End" Documents (Notice, Instructions to Bidders, Bid Forms, Contract Forms, General Provisions, Supplementary Conditions, General Specifications)		6				4			10	\$ 611.34
Prepare Technical Specifications		6							6	\$ 455.10
Prepare Electrical Technical Specifications	(Included in Sub-consultant's Scope and Fee)								0	\$ -
Prepare Engineer's Estimate & Bid Schedule		4			8	2			14	\$ 744.08
Print/Compile Project Manual PDF						2			2	\$ 78.12
<b>DIRECT LABOR TOTAL</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>\$ 1,888.64</b>
<b>DIRECT LABOR TIMES OVERHEAD RATE OF ( 202.17% )</b>										<b>\$ 3,818.26</b>
<b>TOTAL LABOR PLUS OVERHEAD</b>										<b>\$ 5,706.90</b>
<b>PROFIT ( 10% )</b>										<b>\$ 570.69</b>
<b>TOTAL LABOR INCLUDING OVERHEAD AND PROFIT</b>										<b>\$ 6,277.59</b>
<b>SUBCONSULTANTS</b>										
Not Applicable	(Not Included in this Scope of Work)									\$ -
<b>LABOR TOTAL</b>										<b>\$ -</b>
<b>DIRECT EXPENSES:</b>										
Not Applicable	(Not Included in this Scope of Work)									\$ -
<b>EXPENSE TOTAL</b>										<b>\$ -</b>
<b>TOTAL COST</b>										<b>\$ 6,277.00</b>

**BIDDING PHASE SERVICES**

ELEMENT 4	Hourly Breakdown								Total Man Hours	Labor Cost
	Principal	Senior Project Manager	Project Manager	Sr. Engineer	Engineer	Designer	CADD Technician	Technical Assistant		
	\$ 86.54	\$ 75.85	\$ 75.31	\$ 59.38	\$ 45.32	\$ 39.06	\$ 32.81	\$ 25.00		
Prepare Advertisement & Submit to Owner for Publication			2						2	\$ 150.62
Prepare and Upload Electronic Bidset to QuestCDN					1				1	\$ 45.32
Prepare for & Conduct Virtual Pre-Bid Conference			4		1				5	\$ 346.56
Communicate & Investigate Questions from Prospective Bidders/Vendors (limit of 3 bidders/vendors)			4					1	5	\$ 326.24
Prepare Written Addendum (limit of 2 addenda), Distribute Addendum to all Plan Holders (limit of 12 plan holders) & Verify Receipt			8		6		2		16	\$ 940.02
Prepare for & Attend Bid Opening	(Not Included in this Scope of Work)								0	\$ -
Review Bids, Prepare Certified Bid Tabulation & scan Bids for Archives (limit of 3 bids)			4		4	2		2	12	\$ 610.64
<b>DIRECT LABOR TOTAL</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>12</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>41</b>	<b>\$ 2,419.40</b>
<i>DIRECT LABOR TIMES OVERHEAD RATE OF ( 202.17% )</i>										
<b>TOTAL LABOR PLUS OVERHEAD</b>										<b>\$ 4,891.30</b>
<i>PROFIT ( 10% )</i>										<b>\$ 731.07</b>
<b>TOTAL LABOR INCLUDING OVERHEAD AND PROFIT</b>										<b>\$ 8,041.77</b>
<b>SUBCONSULTANTS</b>										
Electrical Subconsultant - Ohmega Group										\$ 3,020.00
<b>SUBCONSULTANTS TOTAL</b>										<b>\$ 3,020.00</b>
<b>DIRECT EXPENSES</b>										
Printing & Shipping (Plan & Spec. - Sets)	6	Sets	x	\$ 100.00	/ Set				=	\$ 600.00
<b>TOTAL DIRECT EXPENSE COSTS</b>										<b>\$ 600.00</b>
<b>TOTAL COST</b>										<b>\$ 11,661.00</b>

**CONSTRUCTION PHASE SERVICES**

ELEMENT 5	Hourly Breakdown								Total Man Hours	Labor Cost
	Principal	Senior Project Manager	Project Manager	Sr. Engineer	Engineer	Designer	CADD Technician	Technical Assistant		
	\$ 86.54	\$ 75.85	\$ 75.31	\$ 59.38	\$ 45.32	\$ 39.06	\$ 32.81	\$ 25.00		
Prepare and Conduct Virtual Pre-Construction Meeting and Prepare Minutes		4			1	2			7	\$ 426.84
Respond to RFI's		8			4	2			14	\$ 866.20
Review Shop Drawings & Submittals		8			8	2			18	\$ 1,047.48
Coordination with Contractors, Owner and Subconsultant		24			2				26	\$ 1,911.04
Monthly Site Visit (3 Trips) and Report		8			16				24	\$ 1,331.92
Final Inspection (1 Trip)		8							8	\$ 606.80
Prepare As-Built Drawings		1			2	8			11	\$ 478.97
Review/Approve Pay Applications		3			2				5	\$ 318.19
Project Closeout		8			8	2		2	20	\$ 1,097.48
<b>DIRECT LABOR TOTAL</b>	<b>0</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>43</b>	<b>16</b>	<b>0</b>	<b>2</b>	<b>133</b>	<b>\$ 8,084.92</b>
<b>DIRECT LABOR TIMES OVERHEAD RATE OF ( 202.17% )</b>										<b>\$ 16,345.28</b>
<b>TOTAL LABOR PLUS OVERHEAD</b>										<b>\$ 24,430.20</b>
<b>PROFIT ( 10% )</b>										<b>\$ 2,443.02</b>
<b>TOTAL LABOR INCLUDING OVERHEAD AND PROFIT</b>										<b>\$ 26,873.22</b>
<b>SUBCONSULTANTS</b>										
Electrical Subconsultant - Ohmega Group										\$ 6,916.00
<b>LABOR TOTAL</b>										<b>\$ 6,916.00</b>
<b>DIRECT EXPENSES:</b>										
Mileage	3	Trips	x	\$ 0.725	/ Mile	x	260	Miles / Trip	=	\$ 565.50
Meals (Per Diem)	1	Trips	x	\$ 59.00	/Day				=	\$ 59.00
<b>EXPENSE TOTAL</b>										<b>\$ 624.50</b>
<b>TOTAL COST</b>										<b>\$ 34,413.00</b>



**AGENDA**  
**ITEM # 9A**



## Jasper County Planning and Building Services

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

Lisa Wagner, CFM  
Director of Planning and Building Services  
[lwagner@jaspercountysc.gov](mailto:lwagner@jaspercountysc.gov)

### Jasper County Council Staff Report

<b>Meeting Date:</b>	February 17, 2026
<b>Project:</b>	Development Agreement between Hiers Pine Level, LLC and Jasper County
<b>Submitted For:</b>	3 <sup>rd</sup> Reading

**Description:** This is an Ordinance for consideration to enter into a Development Agreement between Hiers Pine Level, LLC and Jasper County. 1<sup>st</sup> Reading of this Ordinance was approved December 15, 2026, and the 2<sup>nd</sup> Reading was approved on February 2, 2026. Two public hearings were held, one on December 15, 2025 and the second one on January 5, 2026.

After hearing some of the comments from the last Council Meeting, the following changes have been made to the Development Agreement for Council's consideration.

- Holidays have been added to the Hours of Operation to prohibit operations on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (see page 10).
- Exhibit G includes a site plan that shows a 250' vegetated buffer remaining between the road (both Heritage Road and Pine Level Church Road) and the berm. Additional language has been added to Developer Covenants and Agreements (#15) to state "the 250 foot vegetative buffer shall be retained at all times. Such buffer shall be maintained in a natural state, and no tree clearing shall be permitted within the buffer area, except as necessary to clear or remove dead or dangerous trees, or to clear overgrowth or underbrush that a regulatory authority advises in writing must be removed due to fire or safety concerns (see page 14).

Mr. Hiers has agreed to both of the changes.

**Analysis:** The Development Agreement was reviewed by Mr. Flynn, Interim County Attorney. The Development Agreement provides standards that will apply to the mining operation. These standards will regulate **height of equipment, hours of operation, processing and/or drying procedures, stormwater management, safe edge (sloping), berm for buffering, noise abatement, groundwater, reclamation plan, end use plan, reclamation bond, and an escrow account for road maintenance.**

**Attachments:**

1. Ordinance
2. Development Agreement with Exhibits

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE O-2026-03**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN HIERS PINE LEVEL, LLC AND JASPER COUNTY, SOUTH CAROLINA REGARDING REAL PROPERTY BEARING JASPER COUNTY TAX MAP NUMBER 052-00-03-012 CONSISTING OF +/-264.53 ACRES PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND CHAPTER 20, ARTICLE 4 OF THE CODE OF ORDINANCES OF JASPER COUNTY, SOUTH CAROLINA; AUTHORIZING THE CHAIRMAN OF JASPER COUNTY COUNCIL TO EXECUTE AND DELIVER THE SAME; AND OTHER MATTERS RELATING THERETO

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the "Act"), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Jasper County Council ("Council"), the governing body of Jasper County, South Carolina (the "County") has adopted Title 20, Article IV of the Code of Ordinances of Jasper County governing Jasper County's participating in development agreements (the "Development Agreement Ordinance"); and

WHEREAS, Hiers Pine Level, LLC, as owner (the "Owner") and developer (the "Developer") owns certain real property consisting of +/- 264.53 acres and identified as TMP 052-00-03-012 (the "Property"), and plans to develop the Property as a mining operation; and

WHEREAS, pursuant to the Act and the Development Agreement Ordinance, the County is authorized to enter into binding development agreements with certain entities having legal and equitable interests in real property; and

WHEREAS, the County, the Owner, and the Developer have now concluded their negotiations with respect to the terms for a development agreement for the

Property subject to the development agreement, the form of which is attached hereto as Exhibit A (the “Development Agreement”); and

WHEREAS, the County has provided for and held the statutorily required public hearings, finds that the Development Agreement is consistent with the Comprehensive Plan for Jasper County, as amended, meets the requirements of the Act and Development Agreement Ordinance, and that approval of the Development Agreement would be in the best interests of the County; and

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

1. The Development Agreement, in substantially the form attached hereto as Exhibit A, with such minor or grammatical changes as the Chairman of Jasper County Council shall approve upon the advice of the interim County Attorney and County Administrator, his execution of a definitive Development Agreement to be conclusive evidence of such approval, is hereby approved.

2. The Chairman of Jasper County Council is hereby authorized to execute and deliver, on behalf of Jasper County, the Development Agreement on behalf of the County and the Clerk to Council is authorized to attest the signature of the Chairman of the Jasper County Council.

3. This ordinance shall take effect upon approval by Council and the recording of the Development Agreement in the Register of Deeds Office for Jasper County, South Carolina within fourteen (14) days of the final execution of the Development Agreement by the County, the Owner and the Developer.

[Remainder of Page Intentionally Left Blank]

**Jasper County Council**

BY:

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

ATTEST:

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

**ORDINANCE: #2026-03**

First Reading: December 15, 2025  
Public Hearing#1: December 15, 2025  
Second Reading: February 2, 2026  
Public Hearing#2: January 5, 2026  
Enactment: February 17, 2026

It is required that Exhibit A be attached before the second reading.

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
Pope Flynn, LLC

\_\_\_\_\_  
Date

EXHIBIT A

FORM OF DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN**

**HIERS PINE LEVEL, LLC**

**AND**

**JASPER COUNTY, SOUTH CAROLINA**

**February \_\_\_\_, 2026**

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## **EXHIBITS**

- Exhibit A: Boundary Survey
- Exhibit B: Development Schedule
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- Exhibit G: Site Plan Showing Buffers and Other Features
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- Exhibit I: Road Escrow Calculation

**DEVELOPMENT AGREEMENT BY AND BETWEEN  
HIERS PINE LEVEL, LLC, AND JASPER COUNTY, SOUTH CAROLINA**

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the “Agreement”) is entered as of the \_\_\_ day of \_\_\_\_\_, 2025, and shall be effective as of the date of recording of this fully approved and executed Agreement (the “Effective Date”), by and between Hiers Pine Level, LLC, a South Carolina limited liability company, (the “Developer”), Hiers Pine Level, LLC (the “Property Owner”), and Jasper County, South Carolina (the “County”).

**RECITALS**

This Agreement is predicated upon the following:

- I. The Code of Laws of South Carolina 1976, as amended (the “SC Code”) Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the “Act”), enables political subdivisions of the State of South Carolina to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.
- II. Article IV, Title 20 of the County’s Code of Ordinances (the “Development Agreement Ordinance”) governs the County’s participation in development agreements, and this Agreement conforms to the provisions thereof.
- III. The County conducted public hearings regarding its consideration of this Agreement on \_\_\_\_\_, and \_\_\_\_\_, after publishing and announcing notice, in accordance with the Act.
- IV. Jasper County Council, as the governing body of the County (the “County Council”) enacted Ordinance Number 2025-\_\_\_\_\_ on \_\_\_\_\_, (a) determining that this Agreement is consistent with the Comprehensive Plan (as defined below), the Act, and the Current Regulations (as defined below), and (b) approving this Agreement. A copy of the Ordinance is attached hereto as Exhibit D, and incorporated herein by reference.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. The Real Property. The property subject to this Agreement is identified as TMS # 052-00-03-012, consisting of approximately two hundred sixty-four and 53/100ths (264.53) acres, of which approximately two hundred nine and 3/10ths (209.03) acres are highland (the “Real Property”). A boundary survey of the Real Property is attached as Exhibit A.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) “Agreement” means this Development Agreement, including the recitals and exhibits attached hereto.

(b) “Comprehensive Plan” means the Jasper County Comprehensive Plan adopted pursuant to SC Code Section 6-29-510 et seq., as amended; approved by Ordinance No. 2018-17, enacted by County Council on November 5, 2018 and recorded in the Jasper County Register of Deeds Office in Book 0583 at Page 0742.

(c) “County” means Jasper County, South Carolina.

(d) “Current Regulations” mean the Comprehensive Plan; the Zoning Ordinance; the Excavation Ordinance; and the Land Development Regulations; all as amended through the Effective Date hereof and attached hereto as Exhibit C, excluding the Comprehensive Plan. “Current Regulations” do not include subdivision plat and development plan procedural processes and fees.

(e) “Development” means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into parcels. “Development,” as designated in a law or Development Permit, includes the planning for and all other activity customarily associated with

it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(f) "Developer" means Hiers Pine Level, LLC, a South Carolina limited liability company, holds title to the Real Property, and includes all subsidiaries and other entities that have legal or equitable interest on the date of execution hereof in any of the Real Property as described in Section 5, and includes Hiers Pine Level, LLC's successors in interest or successors in title and/or assigns by virtue of assignment or other instrument pursuant to Section 28 hereof.

(g) "Development Parcel" means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

(h) "Development Permit" includes a County building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or and any other official action of the County having the effect of permitting the Development or use of Real Property.

(i) "Excavation Ordinance" means Appendix A, Article XIV of the County Code of Ordinances, as may be amended from time to time and which is currently incorporated as part of the Zoning Ordinance.

(g) "Facilities" means major capital improvements to be constructed on the Real Property including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. Except as may be specifically provided for in this Agreement, and in consideration, in part, of the fees to be paid to Jasper County pursuant to Section 14, the Property Owner is specifically exempted from any County requirement for the provision of facilities relating to public

education, public health systems and facilities, libraries, parks and recreational facilities, public housing, jails and other detention sites, courts, and police. Such exemptions shall not, however, exempt Property Owner from payment of applicable user, tap and impact fees, respectively, for any such facilities.

(h) “Land Development Regulations” means ordinances and regulations enacted by County Council for the regulation of any aspect of Development and include County zoning, rezoning, subdivision, building construction, sign regulations or any other regulations controlling the Development or use of Real Property. The Land Development Regulations in existence as of the date hereof of currently codified in the County Code of Ordinances at Appendix B, the current version of which is fully incorporated herein.

(i) “Law” means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules, custom and usage (formal and informal) adopted by the County Council affecting the Development of the Real Property, and includes laws governing permitted uses of the Real Property, governing density, and governing design, improvement, and construction standards and specifications, except those regarding the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(j) “Lot” means a Development Parcel identified in a Subdivision Plat recorded in the Jasper County Register of Deeds Office.

(k) “Parcel” means any of those tracts of Real Property that are identified on the Boundary Survey, attached as Exhibit A, as same may be specifically identified by the filing of a subdivision application.

(l) “Parties” means the Property Owner, the Developer, and the County.

(m) "Permits" include any and all governmental or other permits, consents, approvals, certifications, licenses, authorizations, utility connections, annexation, zoning, special use, certificate of designation or other land use designation as may be necessary to allow Property Owner or its assignee to operate a resource extraction mining operation or other permitted facility or operation for which no appeal has been taken within the time required by law.

(n) "Project" is the Development that will occur within and upon the Real Property.

(o) "Property Owner" means Hiers Pine Level, LLC.

(p) "Required Permit Conditions" means those conditions to be included in any development or building permit issued by the County under the Resource Extraction provisions of the Land Development Regulations, as more particularly itemized in Section 14 herein

(q) "Subdivision Plat" means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(r) "Term" shall have the meaning set forth in Section 16 of this Agreement.

(s) "Vested Rights" shall have meaning set in section 9(b) of this agreement.

(t) "Zoning Ordinance" means the County's zoning regulations in existence as of the date hereof of currently codified in the County Code of Ordinances at Appendix A, the current version of which is fully incorporated herein.

### 3. Compliance with the Act and Development Agreement Ordinance.

(a) Pursuant to Section 6-31-60 of the Act, a list of all individuals/entities with an equitable or legal interest in the Real Property is attached hereto as Exhibit E.

(b) Pursuant to the Development Agreement Ordinance, (i) no portion of the Real Property shall be reserved or dedicated for public purposes, (ii) any environmental impact studies or reports shall only be implemented as may be required by the South Carolina Department of

Environmental Services (“DES”) or any other applicable regulatory body under the Mining Act and Mining Regulations (as such terms are defined herein), and (iii) no requirements for historic preservation are necessary, but certain restoration and maintenance obligations are expressly dictated by the terms hereof.

4. Relationship of the Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes “state action” for any purposes.

5. Legal Description of the Real Property. The Real Property, which is the subject of this Agreement, is generally described by reference to a boundary survey of the Real Property as set forth in Exhibit A and incorporated herein by reference. The Real Property currently consists of approximately two hundred nine and 3/10ths (209.03) acres of highland and approximately fifty-five and 50/100ths (55.5) acres of wetlands, with a total gross acreage of approximately two hundred sixty-four and 53/100ths (264.53) acres.

6. Intent of the Parties. The Parties agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, to their successors in title and/or assigns. The Parties are entering into this Agreement in order to secure benefits and burdens referenced in the Sections 6-31-10 et seq of the Act. To that end, the Parties agree to cooperate fully with each other to accomplish the purposes of this Agreement during the term of this Agreement, including any applicable renewals as described in Section 20.

7. Consistency with the County's Comprehensive Plan and Land Development Regulations.

This Agreement is consistent with the Current Regulations. Whenever expressed or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that nothing in this section is intended to revoke or repeal the review, variance, special exception, or appeal authority of other bodies contained in SC Code Section 6-29-800 or in the Current Regulations.

8. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of County Council, subject to compliance with applicable statutory procedures and consistent with Section 9(a). This Agreement constitutes a legislative act of County Council. County Council approved this Agreement only after following procedures required by Sections 6-31-10 et seq of the Act and the Development Agreement Ordinance. This Agreement shall not be construed to create a debt of the County as referenced in Section 6-31-145 of the Act.

9. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or the Act, the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations, attached hereto as Exhibit D. The County may apply a subsequently adopted law to the Developer only if the subsequently enacted law meets the requirements of the SC Code Section 6-31-80(B), as the same may be amended from time to time.

(b) Vested Rights. Subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property for the term of this Agreement or until earlier terminated, cancelled or suspended pursuant hereto.

(c) Preservation of Rights. Subparagraph 9(a) of this Agreement does not abrogate any rights either preserved by SC Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement under the Act.

10. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Title 6, Chapter 9 of the SC Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the County or other governmental entity, as authorized by Title 6, Chapter 9 of the SC Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the County to exercise governmental powers and pass laws not applicable to development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 9(a).

11. Local Development Permits and Other Permits Needed. The Parties anticipate that local Development Permits and other regulatory permits will be needed to complete the Project in compliance with the Current Regulations, including, but not limited to, the imposition of conditions on the Development Permit under the Excavation Ordinance, and the Required Permit

Conditions. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Property Owner of the necessity of complying with the Law governing permit requirements, conditions, terms, or restrictions.

12. Permitted Land Uses and Intensities. The permitted land uses and intensities set forth in the Resource Extraction zoning district, with attendant conditions, included in the Current Regulations, as attached hereto as Exhibit C, are allowed on the Real Property.

13. Standards. All standards and regulations pertaining to the Resource Extraction zoning designation, with attendant conditions as applicable, including but not limited to the Required Permit Conditions, building development standards, setbacks, buffers, fencing, signage, conditional use requirements, parking, off street loading, landscaping, height, tree-protection, vibration, noises, air pollution, odors, toxic matters and hazardous waste, fire and explosive hazards, radioactive materials, light and glare, electromagnetic interference, smoke and particulate matter, fumes, vapors, heat, cold, dampness, or movement of air, financial security, water supply, sewage, disposal requirements, road classification and design standards, construction standards, storm water design, and all other required regulations and standards found in the Current Regulations shall apply with respect to planned uses for which Property Owner seeks site plan approval. Other statutes, regulations and ordinances not specifically included in the Current Regulations, such as any uniform codes under Title 6, Chapter 9 of the SC Code or similar Laws shall also apply.

14. Required Permit Conditions. As a condition of any Development Permit or other permit required to allow mining or other resource extraction on the Property, the following conditions shall be included in such permit, in addition to any other conditions deemed desirable under the

Excavation Ordinance. This Agreement, or these conditions, shall not apply to or supersede the existing Jasper County zoning permit issued for the Real Property which allows excavation.

(i) **Height** – No equipment, piles or other on-site activities shall exceed thirty (30') feet in height, on a permanent basis, above the lowest natural grade existing on the site

(ii) **Hours of Operation; Holidays** – Typical hours of operation are limited to 6:00a.m to 4:00 p.m Monday through Friday. These hours will not apply during a natural disaster, or for emergency repairs. In addition to the foregoing hours of operations, the Project will not operate on the following holidays, regardless on the day of the week that such holiday occurs: (i) New Years Day (each January 1; (ii) Memorial Day (last Monday of each May); (iii) Independence Day (each July 4); (iv) Labor Day (first Monday of each September); (v) Thanksgiving Day (fourth Thursday of each November); and (vi) Christmas Day (each December 25).

(iii) **Processing or Drying** – Soil excavated from the Project may need to be dried before it can be transported off-site. The drying process may be accomplished by placing the soil in piles to allow natural gravitational drainage and air drying, or by discing or other comparable methods. Limited on-site processing of excavated materials is permitted only to the extent necessary to remove deleterious substances or unsuitable soils.

(iv) **Stormwater** – The Project site shall be designed so that the quantity and quality of runoff being discharged shall be controlled through Best Management Practices (BMPs). Acceptable BMPs may include, but not be limited to: check dams, diversions, filter berms, drop structures, dust suppressants, mulching, rip-rap, sediment basins, sediment traps, and vegetation.

(v) **Safe Edge** - Final reclamation of the excavated area shall include slopes at a minimum as required in Section 89-330 of the SC Code of Regulations (the “Mining Regulations”), as promulgated by DES under the Title 48, Chapter 20 of the SC Code (the “Mining Act”) . Slopes shall not be steeper than 3H:1V, extended to a depth six (6) feet below the projected final normal water level (average groundwater level) as shown on Exhibit G.

(vi) **Berm** – As shown on the preliminary site plan attached hereto as Exhibit G, including the cross section associated therewith, the Owner shall construct and maintain an earthen berm along the north-western and northern boundary of the site to serve as a visual, sound, and safety buffer between the mining activities and adjacent properties. The berm shall be not less than eight feet (8') in height and thirty-four feet (34') in width at its base, shall be located entirely on the permitted property as shown on Exhibit G, and shall not encroach into any required setbacks, rights-of-way, or easements. The berm shall be constructed using clean fill material, properly compacted and stabilized with side slopes not to exceed 3:1 or other ratio as approved and designed by Owner’s engineer, and shall be vegetated with native or adaptive plantings to ensure year-round screening. The Operator shall maintain the berm in a safe and stable condition for the duration of the mining activities and reclamation period, and all erosion or vegetative loss shall be promptly repaired. Construction of the berm shall be completed prior to the commencement of active mining operations, and shall be adequately and properly maintained throughout the life of the Project.

(vii) **Noise Abatement** – The Property Owner shall implement BMPs to minimize noise generated by Project activities. At a minimum, such BMPs shall include maintaining

functional mufflers on all equipment (including trucks, excavators, pumps, and similar machinery) and locating pumps or other stationary noise sources to reduce noise impacts on adjacent properties. Average noise levels from the Project shall not exceed fifty-five decibels at any point located one thousand (1,000) feet from the approximate limits of the Project area, as measured over a reasonable time period. Notwithstanding the foregoing, the Project will comply with Section 16:2 of the Jasper County Zoning Ordinance.

(viii) **Groundwater** – Groundwater dewatering measures shall be governed by Section 89-120 of the Mining Regulations. Residential wells installed in the area surrounding the Real Property are typically drilled to a depth varying between one hundred fifty (150) feet to two hundred eighty (280) feet below ground surface, and are screened in the underlying limestone. A confining layer exists between the water table and the limestone aquifer. The water table surface generally occurs between an average eight (8) feet to ten (10) feet below ground surface. During excavation activities, the water table will be managed within the Project to occur at approximately the bottom of the excavation. The depth to the bottom of the excavation shall not occur lower than sixty (60) feet.

(ix) **Reclamation Plan** – Prior to issuance of a Development Permit or other permit from the County, the Developer shall provide a DES approved reclamation plan in accordance with Section 48-20-90 of the SC Code. The basic objective of the reclamation plan shall be to establish, on a continuing basis, a vegetative cover, soil stability, and water and safety conditions appropriate to the area. In addition, the plan will include the planned use or uses to which the affected lands will be rehabilitated.

(x) **End Use Plan** – Prior to issuance of a Development Permit or other permit from the County, the Developer shall provide an “End Use Plan”, which shall generally depict

the ground surface of the Project site is restored to a condition permitting one of the following uses: agricultural, residential, recreational, or non-residential. If recreation is identified as the restored use, its management plan shall be generally described in the End Use Plan. The End Use Plan shall depict a pond that is generally curvilinear in shape, and shall not contain unsightly residual high ground fingers.

(xi) **Bond** – The Developer shall provide a final reclamation bond. See the Mining Act, the Mining Regulations and Section 15 hereof for more detailed requirements thereof.

(xii) **Escrow Account** – During the life of the Project, the Developer shall establish and maintain a road escrow account to fund maintenance costs associated with road degradation and damages related to the operation of the Project in accordance with Section 16 below.

(xiii) **Renewal/Termination** – In the event that this Agreement terminates by its terms and is not otherwise amended, modified or extended such that this Agreement or a similar statutory development agreement is in place and covering the Property (see generally Section 20 hereof, then any Development Permit or other permit to operate the Project shall immediately terminate and the Project shall cease operations.

15. Developer Covenants and Agreements. In consideration of the rezoning of the Real Property and the development of the Project, the Developer and the Project Owner further covenant, agree and acknowledge that:

(a) At the conclusion of this Agreement, the Real Property may revert to rural preservation zoning.

(b) A dry hydrant for firefighting water, will be installed by Property Owner, at a mutually agreed location, once the reclamation is complete. Subject to appropriate access easements being granted to the County, the dry hydrant will be maintained by the County.

(c) As shown on the schematic attached hereto as Exhibit H, the Developer will: (i) recess the entry gate to the Project, to allow any waiting trucks to be off of the public right-of-way for Pine Level Road; (ii) pave the first one hundred (100') feet of the entry road, to avoid dust or mud on the public right-of-way; and (iii) construct an entry road that will be approximately four hundred eighty-seven (487') feet from Highway 3, on Pine Level Church Road.

(d) As shown on the site plan attached hereto as Exhibit G, the Developer will (i) install and will maintain setbacks and a vegetative buffer (also see Section 14(VI) hereof regarding the "Berm") along both public roads and elsewhere on the Property as may be required under the Land Development Regulations; further, and in addition to any requirements in the Land Development Regulations and consistent with the buffer schematic included as Exhibit G, a 250 foot vegetative buffer shall be retained at all times. Such buffer shall be maintained in a natural state, and no tree clearing shall be permitted within the buffer area, except as necessary to clear or remove dead or dangerous trees, or to clear overgrowth or underbrush that a regulatory authority advises in writing must be removed due to fire or safety concerns; and (ii) will install and maintain a sedimentation pond, to ensure ground water levels and water quality of adjacent wetlands.

(e) During the term of this Agreement, the Owner agrees to sell fill dirt from the Project to the County at a discounted rate of one dollar (\$1.00) per cubic yard below the standard price for any fill dirt purchased by the County for use on County-owned property or within County-maintained easements.

16. Bond In accordance with Section 48-20-110 of the Mining Act and the Mining Regulations thereunder, the Developer shall provide a bond, as applicable, in favor of the State of South Carolina, to ensure final reclamation of the Project site. The bond amount will be calculated

utilizing the most current version of the attached DES reclamation bond estimate calculation form, a copy of which is attached hereto as Exhibit F.

17. Road Maintenance

(a) Pre-operation. Before sale of mining materials generated by the Project, the Developer will improve and resurface Pine Level Church Road for a distance of five hundred sixty nine feet as shown on Exhibit H. Preliminary cost estimates for such improvements are assume to equal approximately \$200,000.00, and such work and amount shall be procured and completed at the sole cost and expense of the Developer. All improvements must be completed to the reasonable satisfaction of the South Carolina Department of Transportation and the County as a precondition for the Project to begin and continue operations.

(b) Escrow. The Property Owner shall establish and maintain a dedicated road maintenance bond with the County to ensure that funds are available to repair and maintain public roadways that may be damaged, degraded, or otherwise directly impacted by the Operator's mining activities (the "Road Bond"). Any Road Bond proceeds shall be used exclusively by the County, or its assigns, for maintenance, repair, resurfacing, or reconstruction of public roadways in, near, or around the Project that experience damage, degradation, or unusual wear reasonably attributable directly to mining operations, including the transportation of materials, equipment, or supplies to or from the Project.

(c) Posting. Commencing upon initiation of commercial mining operations and continuing for each calendar year thereafter until cessation of operations and final reclamation of the Project, the Property Owner shall post and maintain the Road Bond in an amount determined in accordance with the methodology set for in Exhibit I attached

hereto and incorporated herein by reference. Notwithstanding the foregoing, in no event shall the face amount of the Road Bond be less than \$250,000. Failure to continue the required Bond Payment shall constitute a material default under this Agreement, entitling the County to draw upon any performance or reclamation bond, suspend permits, or take other remedies available at law or in equity. Further, the Road Bond shall be issued by a corporate surety company licensed to do business in the State of South Carolina, and possessing an A.M. Best rating of not less than A- VII or equivalent. No substitution, cancellation, or modification of the Road Bond shall occur without prior written consent of the County.

18. Traffic Considerations.

(a) Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts – both within and outside of the Project site. The Property Owner agrees to work with all appropriate planning agencies to assure said planning occurs. Specific bonding and maintenance requirements are included in the Required Permit Conditions.

(b) Road Access. The Parties agree that in order to safely and more effectively accommodate the pedestrian and vehicular traffic associated with the known development plans for the County, including the Project, proper road access is a top priority. Access to the Real Property is currently provided from Pine Level Church Road and shall comply with Current Regulations. Additionally, the condition of these roads will be documented to the satisfaction of the County and the owning and/or maintaining entity prior to the beginning of construction on the Property.

(c) Maintenance. Maintenance, repair, and restoration of Pine Level Church Road and other public roadways providing access to or affected by the Project (collectively, the “Affected Roadways”) shall be funded from the Road Bond. The County may use such funds to perform, or to contract for the performance of, maintenance and repair activities necessary to address any damage, degradation, or accelerated wear reasonably attributable to the hauling or transport of materials, equipment, or supplies to or from the Project.

(d) Conformance with South Carolina law. The Project, including all activities conducted by the Property Owner, operator, contractors, subcontractors, and transport vehicles associated with the mining operations, shall at all times operate in full compliance with all

applicable federal, state, and local transportation and traffic laws, regulations, and ordinances. All vehicles engaged in the hauling or transport of materials to and from the Project site shall observe posted speed limits, weight restrictions, tarp and load-coverage requirements, and designated haul routes, and shall be operated in a safe and lawful manner. The Property Owner shall be responsible for ensuring that all drivers and carriers under its control or contract are informed of and adhere to these requirements.

19. Indemnity

(a) The Property Owner shall indemnify, defend, and hold harmless the County, its officers, officials, employees, agents, successors, and assigns (collectively, the "County Indemnitees") from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses (including reasonable attorneys' fees and expert witness fees) arising out of or related to: (a) the construction, operation, maintenance, or reclamation of the Project; (b) any act or omission of the Property Owner, its employees, agents, contractors, or subcontractors in connection with the Project; (c) damage to public or private property, including roadways, rights-of-way, or drainage systems, resulting from mining operations or associated transportation activities; or (d) any bodily injury, sickness, disease, or death of any person, or damage to or loss of any tangible or intangible property, arising out of or caused by the Project.

(b) Without limiting the generality of the foregoing, the Operator shall specifically indemnify and hold the County Indemnitees harmless from any claim, cost, or liability (including remedial and response costs) arising from the release or threatened release of any hazardous or regulated substance on, under, or migrating from the Project site, or any violation of federal, state, or local environmental law, rule, or regulation by the Property Owner or its agents.

(c) Upon written notice from the County, the Property Owner shall assume the defense of any claim, suit, or proceeding brought against any County Indemnitee to which this indemnity applies. The County shall have the right, at its sole discretion and expense, to participate in such defense with counsel of its choosing. The Property Owner shall not settle or compromise any such claim without the County's prior written consent if the settlement imposes any liability, obligation, or admission of fault upon the County.

(d) The provisions of this Section 18 expressly survive the termination of this Agreement.

20. Fees.

(a) Development and Impact Fees. The County specifically finds that the burden, if any, that the Project will have on County infrastructure and services, other than roads, will be less in a material respect than the burden anticipated from the development of other commercial or residential development projects in the County. Specifically, County finds that the burden of the Project is significantly decreased because there are no uses that will materially increase the burden on utility services, or police, fire and school services. The County specifically acknowledges and agrees that there are no development fees currently imposed by the County that are applicable to the Project, other than the usual and customary application, inspection and similar fees generally applicable to all development ("Customary Fees"), as may be amended by the terms of this Agreement, and will not impose any other development fees, including impact fees, on the Project during the term of this Agreement other than the fees, payments and charges due hereunder and the Customary Fees.

(b) Business License Fee. Property Owner and County acknowledge that the Project is subject to certain business license fees pursuant to Chapter 8 of the County's Code of Ordinances.

21. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the Effective Date of DES Permit to Operate.

(b) Interim Completion Dates. The Property Owner projects that during the years after the execution and adoption of this Agreement, the Project will be developed in accordance with the Developer Schedule attached hereto as Exhibit B and incorporated herein.

22. Term of the Agreement. The term of this Agreement shall be five (5) years, commencing on the Effective Date; provided, however, that this Agreement may be renewed upon the Agreement of the Parties. In the event that this Agreement expires by its terms and is not otherwise renewed or extended by the Parties, the DES Permit to Operate is subject to revocation and any other County-issued permits, including the Development Permit, shall be immediately and automatically withdrawn such that operation of the Project is no longer permitted. The foregoing provision shall expressly survive any termination of this Agreement.

23. Amending or Canceling the Agreement. Any amendment to this Agreement shall comply with the provisions of Sections 6-31-10 et seq of the Act. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the County.

24. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations

25. Periodic Review. The zoning administrator or another appropriate County official designated by County Council shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the County finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the County shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a reasonable time in which to cure the material breach.

If the Property Owner fails to cure any material breach within the time given, then the County unilaterally may terminate or modify this Agreement. the County may seek actual damages and foreclosure of its equitable lien in such appropriate civil cause of action in the Court of Common Pleas for Jasper County; provided, that in the case of a modification or termination, the County has first given the Property Owner the opportunity: (1) to rebut the County's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the County with respect to the findings and determinations.

26. Severability. Subject to the provisions of SC Code Section 6-31-150, if any word, phrase, sentence, paragraph, provision, or exhibit of this Agreement shall either be terminated by any provision stated therein or finally adjudicated to be invalid, void, or illegal it shall be deleted and in no way affect, impair, or invalidate any other provision or agreement hereof.

27. Merger. This Agreement, including all Exhibits, the terms of which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for

the respective rights, benefits and burdens undertaken by the Parties, and subject to SC Code Section 6-31-80(B) the Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein for the term of this Agreement, or until earlier terminated, cancelled or suspended pursuant hereto.

The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.

28. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

29. Venue. Any action brought under or involving this Agreement shall be brought in Jasper County, South Carolina.

30. Default.

(a) Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default and such party has not cured or commenced curing such default, the non-breaching party may pursue all available legal and equitable remedies, including termination of the Agreement as may be allowed under the Act; however, the Parties agree that neither Party is

entitled to punitive damages. Waiver of a default shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

(b) Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance. However, if there is a dispute between the County and Property Owner, or its successor or assign, concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute Resolution with subsequent judicial action lying in the Court of Common Pleas for Jasper County, shall be initiated by one Party notifying the other Party or Parties in writing of the dispute together with a request for mediation as described herein. The Parties agree that disputes under this Agreement not involving the Current Regulations are contractual matters, not appealable to the Zoning Board of Appeals or the Planning Commission, but to the Court of Common Pleas for Jasper County; however, matters involving the application of the Current Regulations are not contractual, but are subject to the administrative review and appellate provisions involving the Zoning Board of Appeals or the Planning Commission.

31. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with the Jasper County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

32. Third Parties. This Agreement shall not be binding and shall have no force or effect as to persons or entities that are not Parties or successors and assigns to this Agreement.

33. County Approval of Agreement. The County Council has approved this Agreement under the process set forth in SC Code Section 6-31-50 on the terms and conditions set forth in this Agreement.

34. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property, the Project. A purchaser, lessee, or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred. Assignees of the Real Property or any portion thereof shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement. Said document to be in recordable form and provided to the County at the time of the recording of any deed transferring a development tract. Following delivery of such documents Property Owner shall be released of any further liability or obligation with respect to said tract. This paragraph shall not be interpreted to preclude the Property Owner from pursuing or obtaining indemnification, contribution, or other recovery from any third party with respect to any liability or obligation to the County arising under this Agreement.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following conditions:

(i) Notice of Property Transfer. If the Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes the "Property Owner" under and within the meaning of this

Agreement, Property Owner shall notify the County within thirty (30) days of the transfer and provide it a copy of the assignment of such status as the “Property Owner” and the acknowledgement referred to in subparagraph 31(a).

(ii) Mortgage Lenders. Nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by the obligations and shall receive the benefits from this Agreement as the successor in title to the Property Owner.

(c) Release of Property Owner. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as the Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or the Property Owner to the County sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the County will provide a certificate (the “Certificate”) in recordable form stating that solely with respect to the portion of the Real Property described in the request, there are no known violations or breaches of this Agreement, except as otherwise described in the Certificate. The County will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the County will be binding on the County in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. Subsequent to the issuance of such a Certificate no claim or action to enforce compliance with this Agreement may be brought against the Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property covered by the Agreement and occurring prior to the date of such Certificate, except as otherwise described in the Certificate.

35. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as shown on Exhibit A attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the County Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind the County by making any promise or representation contained herein. Any amendments are subject to the provisions of Section 17 herein.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(e) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County:

Jasper County Administrator  
P.O. Box 1149  
Ridgeland, South Carolina 29936

With copies to:

Pope Flynn, LLC  
Attn: Lawrence Flynn  
PO Box 11509  
Columbia, South Carolina 29201

To the Property Owner :

Hiers Pine Level, LLC  
Attn: Jeff Hiers  
715 Green Pond Highway  
Walterboro, South Carolina 29488

To the Developer:

Hiers Pine Level, LLC  
Attn: Jeff Hiers  
509 Carteret Street  
Beaufort, South Carolina 29902

(f) Execution of Agreement. This Agreement may be executed in multiple counterparts as duplicate originals; provided, however, if executed in multiple counterparts and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

(g) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

[SEPARATE SIGNATURE PAGES ATTACHED]







**EXHIBIT A**  
**BOUNDARY SURVEY**

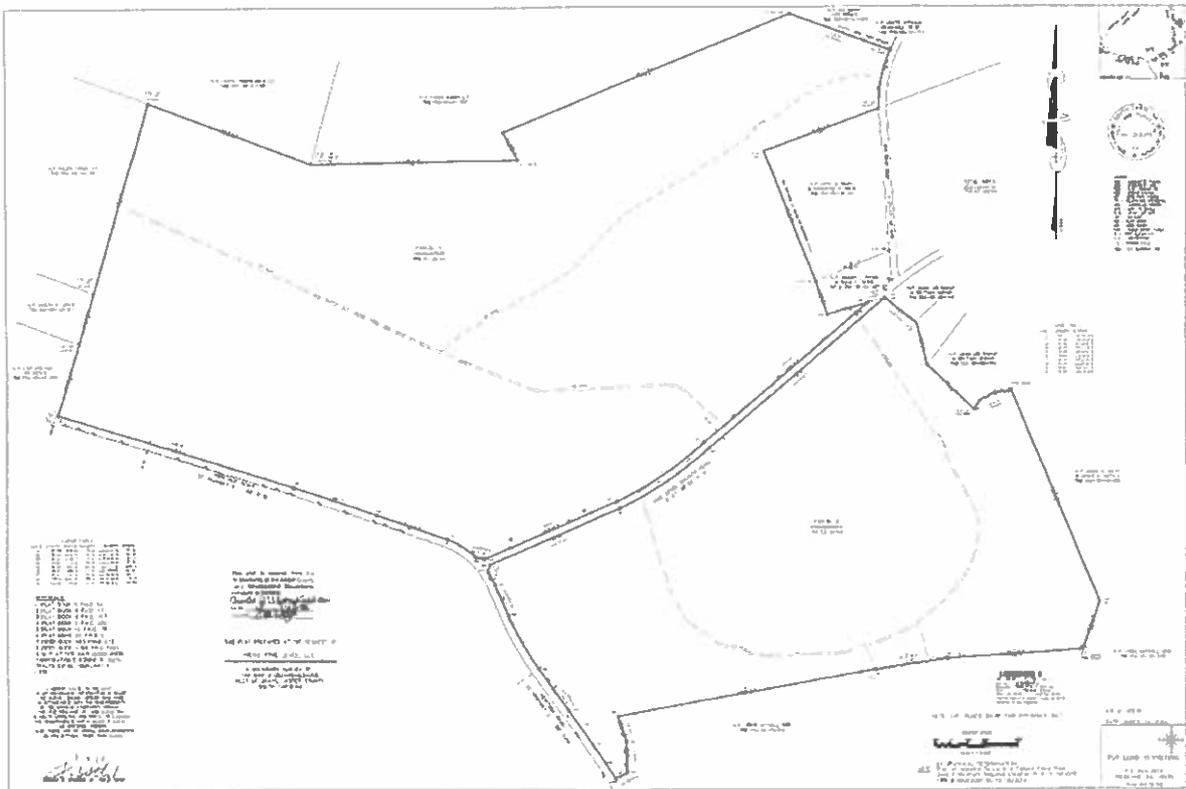


EXHIBIT B

DEVELOPMENT SCHEDULE

The Project build-out schedule and planned operation is set forth below. The schedule is an estimate, and the parties acknowledge the challenge of accurately forecasting the timing and development of the Project. The Project, its completion and operation, are contingent on development factors that are beyond the control of the parties to the Agreement and it is understood that changes may occur.

<u>YEAR</u>	<u>PERCENT COMPLETE</u>
0-10	50%
10-20	100%

EXHIBIT C

CURRENT REGULATIONS

JASPER COUNTY'S COMPREHENSIVE PLAN (Jasper's Journey) can be accessed here:

[http://www.jaspercountysc.gov/media/4ixigsld/jaspersjourney\\_2018\\_final.pdf](http://www.jaspercountysc.gov/media/4ixigsld/jaspersjourney_2018_final.pdf)

JASPER COUNTY's ZONING ORDINANCE can be accessed here:

[www.jaspercountysc.gov/services/planning-and-building/ordinances-regulations](http://www.jaspercountysc.gov/services/planning-and-building/ordinances-regulations)

JASPER COUNTY'S LAND DEVELOPMENT REGULATIONS can be accessed here:

[www.jaspercountysc.gov/media/y4ekwlhj/land-development-regulations-revised-11-3-25.pdf](http://www.jaspercountysc.gov/media/y4ekwlhj/land-development-regulations-revised-11-3-25.pdf)

EXHIBIT D

DEVELOPMENT AGREEMENT ORDINANCE

EXHIBIT E

LEGAL AND EQUITABLE OWNERS

Hiers Pine Level, LLC  
509 Carteret St  
Beaufort, SC 29902

EIN: 99-0761454

## EXHIBIT F

### SCDES RECLAMATION BOND ESTIMATE CALCULATION FORM

#### **Cost Estimates - Reclamation Activities:**

For mine over 24.9 acres, the reclamation bond should be calculated on the costs based on work being completed by an independent third party contractor.

**Sloping-** Unless otherwise approved by the Department, pit walls and overburden piles are required to be sloped to a maximum 3H:1V gradient for final reclamation

Light grading - light grading rate should be applied if the pit is a) no deeper than 50', b) when enough material is stockpiled onsite to obtain the slopes, or if c) the natural gradient of the area is lightly variable (i.e., little to no elevation changes).

Heavy grading - the heavy grading rate should be applied if a) the pit is deeper than 50', b) when there is a shortage of fill material on-site, or if c) the natural gradient of the site is highly variable (i.e., large elevation changes).

**Vegetation** - R.89-330 requires vegetative cover and soil stability appropriate to the area, and conservation practices should control on-site and off-site erosion and siltation. A minimum of 75% ground cover of permanent vegetation, with no substantial bare spots, must be established and maintained into a second growing season. Types of grasses and any soil amendments for site-specific reclamation may increase the cost.

**Additional Costs** - there may be additional known costs for reclamation beyond sloping and seeding including fencing, signage, building safety berms, bringing in additional fill material, and refuse/debris removal.

- Wetland/ stream crossings - are temporary and must be restored at the end of the mine's life. Determine the costs associated with removal of roads /restoration of these crossings

- Construction/Demolition Recycling and Wood Chipping facilities - removal of these facilities located with the mine permit area must be included in the cost estimate. The estimate should include the price to remove and properly dispose of the maximum amount of material these facilities can store at any one time.

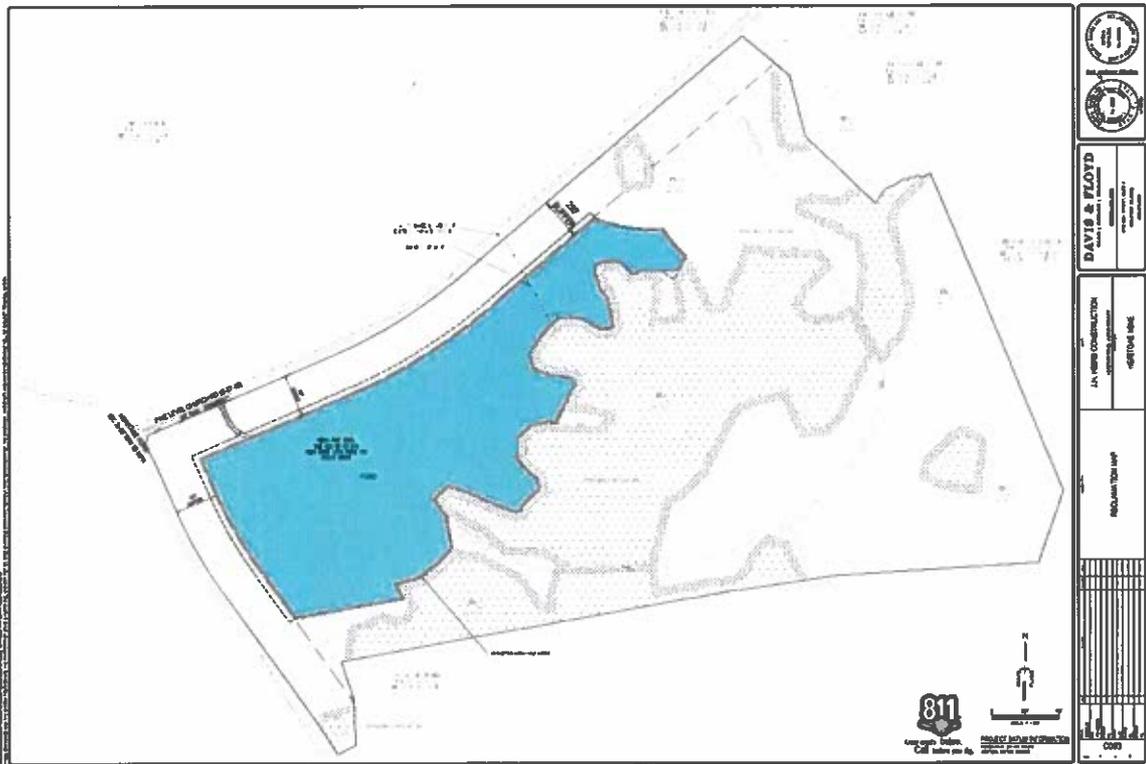
**Inflation/Mobilization/Incidentals** - estimates should include a 10% addition to account for mobilization costs for contractors to get equipment to the site, inflation, and other extraneous costs

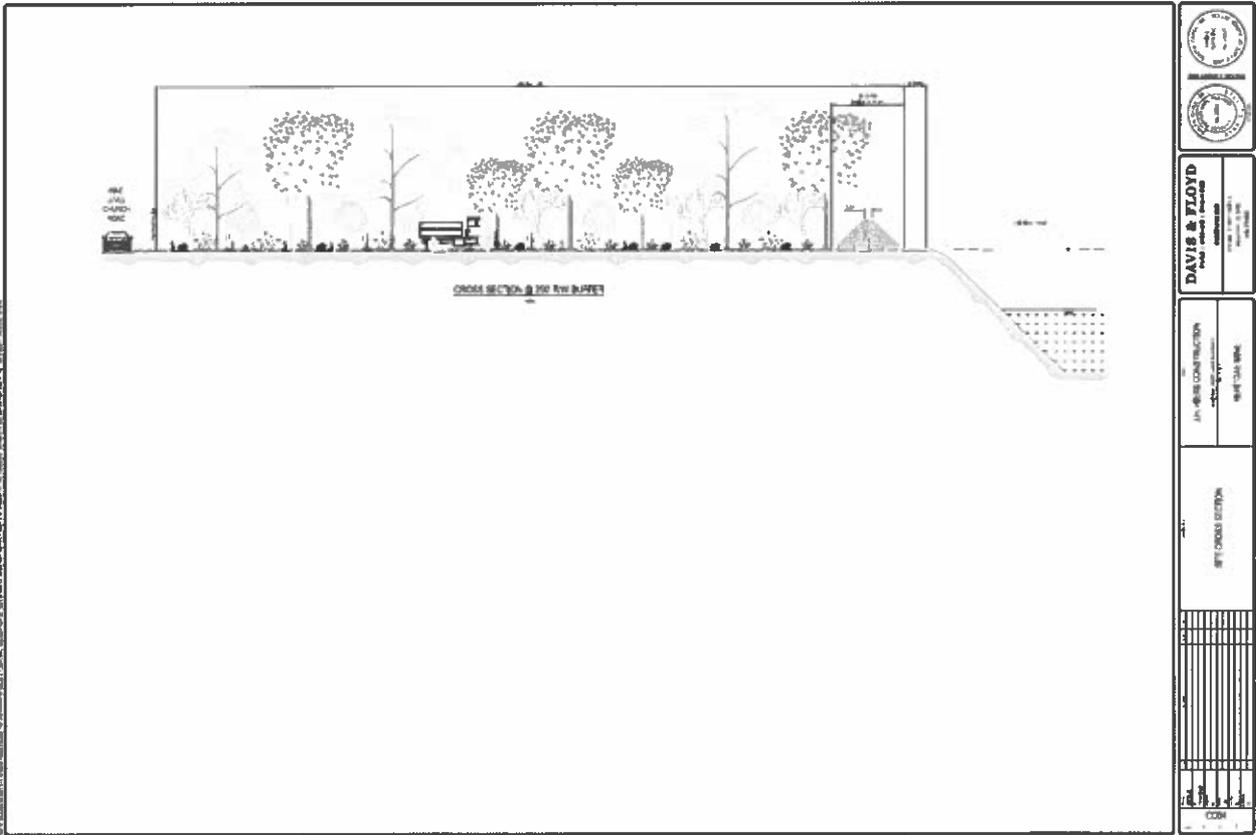
**Pond Reclamation:** the initial reclamation estimate should be calculated as above for mines being reclaimed to ponds. Once the area of the pit bottom is excavated to 4' below the watertable, the operator may request to reduce the cost estimate associated with that acreage to \$0.00/acre as reclamation standards have been met (the acreage will not be released until final reclamation)

**Bond Estimate Example**

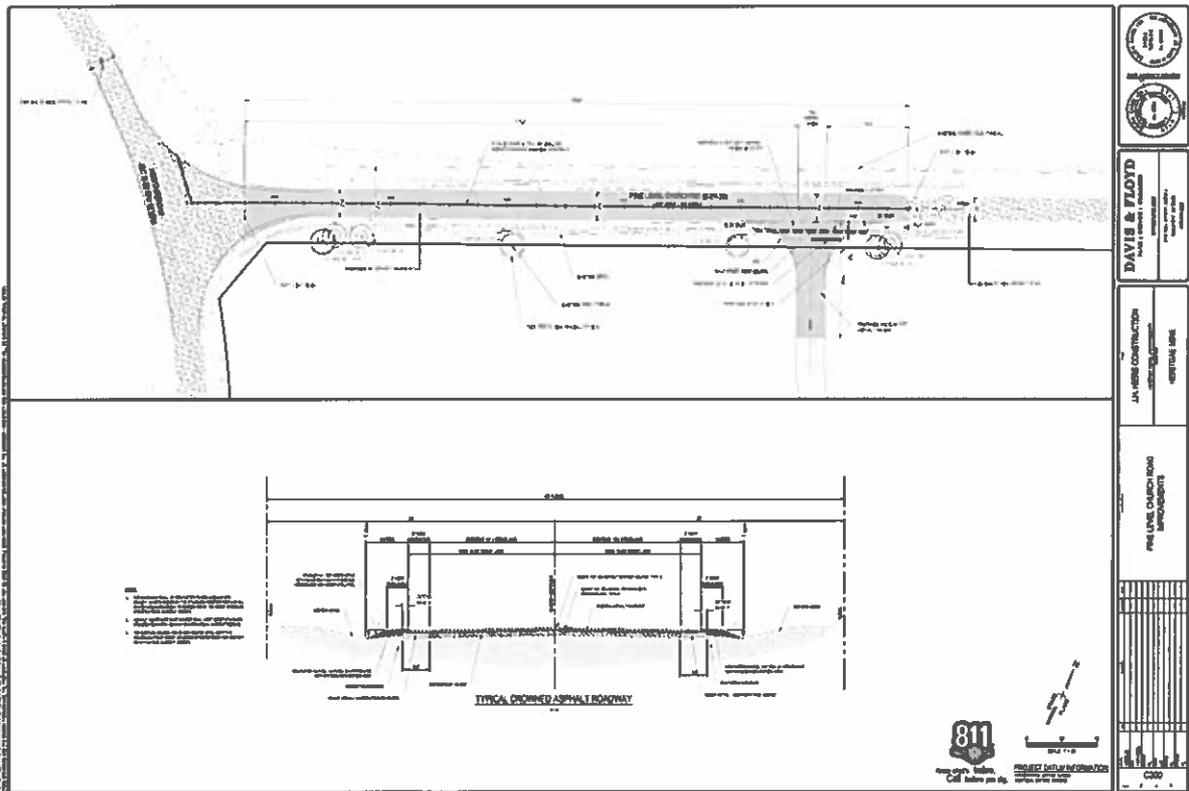
Segment #:	1	2	3	Total Acres	Cost Estimate/ Acre	Calculated Cost
Segment Acres:						
Light grading (plant site, basin stockpiles, etc.)						
Slope Grading						
Seeding slopes						
Seeding open areas						
Pond Base @ 4' depth	Acreages can be recalculated once the base meets 4' depth under the water table				50	
Haul Road					to remain	
					SubTotal	
					10% Inflation	
					TOTAL	







**EXHIBIT H**  
**ROAD SCHEMATIC**



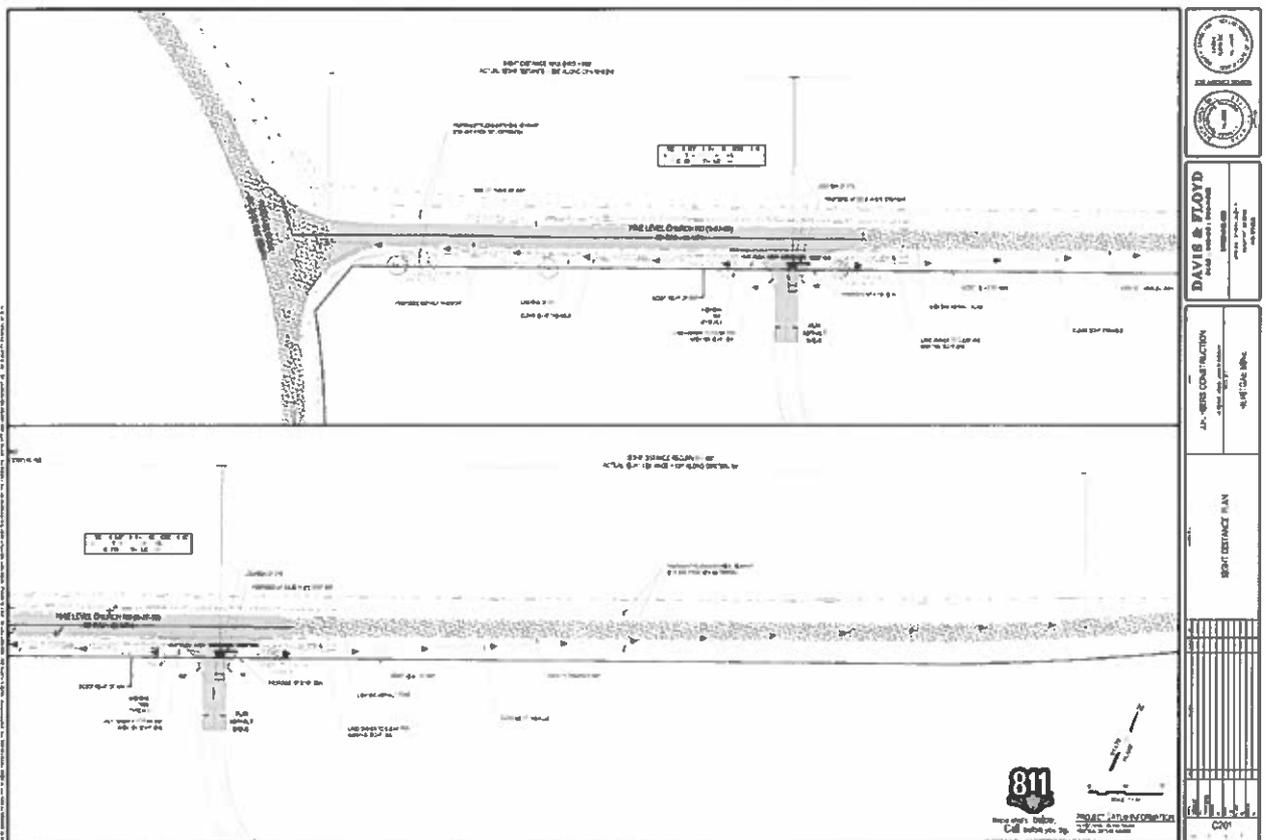




EXHIBIT I

ROAD ESCROW FUND CALCULATOR

[Use DOT Reclamation Form]?

## EXHIBIT C

### CURRENT REGULATIONS

JASPER COUNTY'S COMPREHENSIVE PLAN (Jasper's Journey) can be accessed here:  
[www.jaspercountysc.gov/media/4ixigsld/jaspersjourney\\_2018\\_final.pdf](http://www.jaspercountysc.gov/media/4ixigsld/jaspersjourney_2018_final.pdf)

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**AGENDA**  
**ITEM # 9B**



## Jasper County Planning and Building Services

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

Lisa Wagner, CFM  
Director of Planning and Building Services  
[lwagner@jaspercountysc.gov](mailto:lwagner@jaspercountysc.gov)

### Jasper County Council Staff Report

<b>Meeting Date:</b>	February 17, 2026
<b>Project:</b>	Zoning Map Amendment – Resource Extraction
<b>Applicant:</b>	Hiers Pine Level, LLC in C/O Ryan Lyle, PE @ Davis & Floyd, Inc.
<b>Tax Map Number:</b>	052-00-03-012
<b>Submitted For:</b>	3 <sup>rd</sup> Reading
<b>Recommendation:</b>	Planning Commission recommends denial of re-zoning to the Resource Extraction District; however, staff recommended approval to the Planning Commission

**Description:** The subject property consists of 264.53 acres and is located at the southeast intersection of Heritage Road (Highway 3) and Pine Level Church Road. The Applicant has requested a Zoning Map Amendment to have the property designated as Resource Extraction. The subject property is currently zoned Rural Preservation. The property is vacant and undeveloped. The applicant would like to pursue a permitted mining operation of 58 acres, which requires a mining permit from South Carolina Department of Environmental Services (SCDES) and a Land Development permit from Jasper County. In accordance with the Jasper County Zoning Ordinance, any mining or excavation activity is only allowed in the Resource Extraction Zone as a conditional use.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation,” which are areas that seeks to protect and promote the character of Jasper County that largely exists today outside of the municipalities. Non-residential development may be appropriate if it is buffered correctly.
- **Adjacent Zoning:** The properties immediately adjacent to the site are primarily zoned Rural Preservation with the exception of 2 properties that are zoned Residential.
- **Adjacent Land Use:** The adjacent land uses are primarily farmlands, with the exception of 3 houses being adjacent to the site. Within a half mile radius, there are a total of 4 single family residential units and within a mile radius, there are a total of 8 single family units.

- **Traffic and Access:** The subject property is accessed by Heritage Road (Highway 3) and Pine Level Church Road. Both roads are two-lane state maintained roads. Heritage Road is classified as a major collector road, while Pine Level Church Road is classified as a local road.

The intent of the Resource Extraction (RE) Zone is:

To protect, preserve, sustain, and protect activities which specifically extract or harvest natural resources for commercial or industrial purposes, such as mining, excavations, excavation operations and activities, while concurrently ensuring protection of the health, safety, welfare of nearby residents and the value of nearby property. The Resource Extraction District will protect economically important mineral resources of the County for current and future use and will protect existing land uses adjacent to potential lands from undue harm that may result from mineral extraction activity.

Businesses extracting resources are essential activities that may present unique challenges when considering adjacent properties and protection of public health, safety and welfare. However, it is intended that this zoning classification only apply to those portions of the County where the potential for conflict between adjacent current and future land uses and the mineral extraction activities are minimal. Any zoning map amendment to designate a property as RE should be carefully considered by assessing the following factors, including but not limited to: impact on environmentally sensitive areas and critical natural resources; impact on health, safety and welfare of the Jasper County residents; impact on the character of existing communities; impact on adjacent land value; traffic generation and potential mitigation; and any other factors considered essential to address.

In accordance with the Jasper County Zoning Ordinance, the Resource Extraction Zone allows mining and excavation as a conditional use.

**ARTICLE 6:1, USE REGULATIONS:**

Sector 21: Mining and Mine Operation	NAICS	R	RP	RC	CC	GC	ID	RE	MB
Mining (Article 11:7.4)	212	N	N	N	N	N	N	C	N

In addition to the provisions of Article 14 of the Jasper County Zoning Ordinance, *Excavation Regulations*, other important conditions include the following:

**ARTICLE 11:7, CONDITIONS FOR SPECIFIC USES**

**11:7.4, Sector 21: Mining and Mine Operation:**

1. Mining and Mine Operation must have all required state and federal permits and meet the requirements of all State and Federal Statutes and regulations.
2. Mining and Mine Operation must meet the following setbacks.

Setback Requirements for Mining and Mine Operation							
Required Setbacks where permitted	Adjacent Zoning						
	RE	RC	RP	R	CC	GC	ID
From Property Line	50'	1,000'	300'	1,000'	1,000'	300'	100'
From Existing Residential Structures*	N/A	N/A	1,000'	N/A	N/A	1,000'	N/A

\*Residential structures existing when submittal deemed complete.

The applicant has provided a site plan prepared by Davis & Floyd, which shows a 58-acre area for excavation operations. The site plan shows the area of excavation will be setback 1000' from the property line adjacent to the 2 properties that are zoned Residential (only one of these properties has a house on it – the other is vacant) and 1000' from the 2 houses that are located on adjacent properties zoned Rural Preservation. Additionally, the area of excavation will be setback 300' from both Pine Level Church Road and Heritage Road. Berms will be provided as part of the screening plan along Heritage Road and Pine Level Church Road. The berms will be built 250' away from each road. Other buffers include a 50' buffer from all wetlands. There are a couple of wetland areas on site totaling approximately 65 acres.

Davis & Floyd prepared a technical memo that addresses the truck and traffic plan. The truck route will be on Pine Level Church Road and not on Heritage Road. The predicted number of trucks will be 75 – 85 trucks a day with 7 – 9 trucks entering and exiting during am and pm peak hours. The property owner intends to control dust with sweepers and water trucks. The mining operation will take place Monday – Friday from 6:00 am – 4:00 pm.

**Recommendation:** The Planning Commission reviewed this application at their June 10, 2025 Planning Commission Meeting and recommended denial of the request to have the property designated as Resource Extraction. Dr. Butler opposed the motion to deny the re-zoning request because she felt the application should be forwarded to the County Council with no recommendation along with a suggestion for County Council to consider addressing hours of operation, noise, dust control, a conservation easement, and setting up a fund to make road repairs if any are needed, in case the Council were to consider approval of the re-zoning request.

**Attachments:**

1. Application by the applicant
2. Ordinance
3. Technical Memorandum by Davis & Floyd
4. Site Plan by Davis & Floyd showing area of excavation, setbacks, buffers, berms, adjacent property owners, etc.

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE: 2025-23**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property consisting of approximately 264.53 acres and bearing Jasper County Tax Map Number 052-00-03-012, from the Rural Preservation Zone to the Resource Extraction Zone on the Jasper County Official Zoning Map; And Other Matters Relating Thereto

**WHEREAS**, the owner of a parcel consisting of approximately 264.53 acres bearing Jasper County Tax Map Number 052-00-03-012, and located at the southeast intersection of Heritage Road and Pine Level Church Road has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Rural Preservation Zone to the Resource Extraction Zone; and

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

**WHEREAS**, Jasper County planning staff recommended approval of the rezoning request under the terms of a report delivered to the Jasper County Planning Commission; and

**WHEREAS**, the Jasper County Planning Commission disagreed with the recommendation of the staff report, and took action to recommend denial of the rezoning request to Jasper County Council; and

**WHEREAS**, the Jasper County Council has reviewed the staff report, the recommendation for denial from the planning commission, and the comments discussed and described at the public hearing held on August 18, 2025, and on the basis of such review has determined to authorize the rezoning request under the terms of this approval Ordinance.

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

1. Jasper County Council finds that in accordance with the staff report, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 264.53 acres, bearing Jasper County Tax Map Number 052-00-03-012, located at the southeast corner of Heritage Road and Pine Level Road and depicted on the Jasper County Official Zoning Map in the Rural Preservation Zone is hereby transferred to the Resource Extraction Zone.
2. This ordinance shall take effect upon approval by Jasper County Council at third reading.

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

**ATTEST:**

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**Wanda Giles**  
**Clerk to Council**

**ORDINANCE: #2025-23**

**First Reading:** July 21, 2025

**Second Reading:** February 2, 2026

**Public Hearing:** August 18, 2025

**Enacted:** February 17, 2026

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Considered by the Jasper County Planning Commission at it's meeting on  
June 10, 2025 and recommended for denial.

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

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**Pope Flynn, LLC**

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**Date**



## Jasper County Planning Department

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

### Zoning Map Amendment Application

<b>Owner or Owner-Authorized Applicant:</b>	HIERS PINE LEVEL, LLC (c/o Ryan Lyle, PE)
<b>Address:</b>	Davis & Floyd, Inc. 2712 Bull Street, Suite A Beaufort SC, 29902
<b>Telephone:</b>	843-379-2222
<b>Email:</b>	rlyle@davisfloyd.com
<b>Property Address or Physical Location:</b>	Southeast corner of SC Hwy 3 & Pine Level Church Rd
<b>Tax Map Number(s)</b>	052-00-03-012
<b>Gross Acreage:</b>	264.53 ac
<b>Current Zoning</b>	RP (RURAL PRESERVATION)
<b>Proposed Zoning:</b>	RE (RESOURCE EXTRACTION)
<b>Administrative Fee: (\$300 per lot) except for PDD applications</b>	\$300.00
<b>Date Mailed or Hand Delivered:</b>	5/19/2025
<b>Reason for Request: (attach narrative if necessary)</b>	REZONING TO PERMIT SAND MINE OPERATION

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

5/19/2025  
 \_\_\_\_\_  
 Date

**Internal Use Only**

<b>Date Received:</b>	
<b>Amount Received:</b>	
<b>Staff Member:</b>	

# DAVIS & FLOYD

PLAN | DESIGN | ENGINEER

## **Zoning Map Amendment Application Narrative**

The property owner of tax map parcel # 052-00-03-012 located at the southeast intersection of Hermitage Road (S-3) and Pine Level Church Road requests that the parcel be rezoned to Resource Extraction from Rural Preservation in pursuit of constructing a sand/clay mine. All applicable state and federal permits will also be obtained prior to construction.

The proposed mine will occupy 58 acres of the 264-acre parcel. The required buffers and setbacks from existing wetlands (50'), adjacent properties (300'), and nearby residential zoning (1,000') will be maintained. Once mineral extraction is completed the mine will be reclaimed to a freshwater pond in accordance with SCDES requirements. Plans showing the proposed and mine and reclamation pond are attached.

The material will be removed from the site by a licensed contractor. Typical construction equipment including but not limited to bulldozers, excavators, and dump trucks will be utilized. Operations will take place from 8 am to 5 pm, Monday through Friday. On-site dust monitoring and control will be achieved with sweepers and water trucks.

Prior to construction the SCDES Mining Permit and NPDES permit will be obtained. The slope mining method utilizing rim ditches, berms, and sediment basin will be employed to control run-off to ensure compliance. Additionally, a 50' wetland buffer will be observed at all times to ensure there are no impacts to existing wetlands located on the site.

Trucks will leave the site via Hermitage Road (S-3), a SCDOT maintained paved highway rated for truck traffic. Hermitage Road connects US Highway 278 and US Highway 601. These highways will allow the contractor to haul materials to various locations utilizing only major highways.

2712 Bull Street, Suite A • Beaufort, SC 29902

☎: (843) 379-2222    ☎: (843) 379-2223

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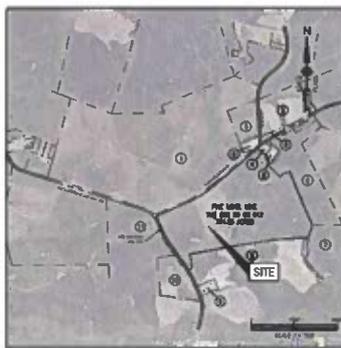
WWW.DAVISFLOYD.COM

# PINE LEVEL MINE

J. H. HIERS CONSTRUCTION, LLC  
HERITAGE ROAD GRAYS, SC



LOCATION MAP



VICINITY MAP

SHEET INDEX	
Sheet Number	Sheet Title
000	COVER SHEET
001	GENERAL NOTES
002	GENERAL NOTES
003	GENERAL NOTES
004	GENERAL NOTES
005	GENERAL NOTES
006	GENERAL NOTES
007	GENERAL NOTES
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**UNDERGROUND FACILITIES**

ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UNDERGROUND FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UNDERGROUND FACILITIES FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL UNDERGROUND FACILITIES TO ORIGINAL CONDITION OR BETTER AFTER CONSTRUCTION IS COMPLETE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL UNDERGROUND FACILITIES IN GOOD CONDITION THROUGHOUT THE LIFE OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY PROTECTION AND SAFETY MEASURES TO PREVENT ACCIDENTS AND INJURIES TO PERSONNEL AND EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UNDERGROUND FACILITIES FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL UNDERGROUND FACILITIES TO ORIGINAL CONDITION OR BETTER AFTER CONSTRUCTION IS COMPLETE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL UNDERGROUND FACILITIES IN GOOD CONDITION THROUGHOUT THE LIFE OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY PROTECTION AND SAFETY MEASURES TO PREVENT ACCIDENTS AND INJURIES TO PERSONNEL AND EQUIPMENT.

Marker	Utility	Owner	Address
1	10" WATER	Gray, SC	1000 Commerce Street, Bluffton, SC 29908
2	12" WATER	Public, Adams L. & Sons Company	1213 Gray Highway, Yorkville, SC 29568
3	18" WATER	South, South W. & Shreveport St	1184 Heritage Road, Early Branch, SC 29516
4	24" WATER	South, South W. & Shreveport St	1184 Heritage Road, Early Branch, SC 29516
5	36" WATER	South, South W. & Shreveport St	1184 Heritage Road, Early Branch, SC 29516
6	48" WATER	South, South W. & Shreveport St	1184 Heritage Road, Early Branch, SC 29516
7	60" WATER	South, South W. & Shreveport St	1184 Heritage Road, Early Branch, SC 29516
8	72" WATER	South, South W. & Shreveport St	1184 Heritage Road, Early Branch, SC 29516
9	84" WATER	South, South W. & Shreveport St	1184 Heritage Road, Early Branch, SC 29516
10	96" WATER	South, South W. & Shreveport St	1184 Heritage Road, Early Branch, SC 29516
11	108" WATER	South, South W. & Shreveport St	1184 Heritage Road, Early Branch, SC 29516

**DESIGNED BY:** J. H. HIERS CONSTRUCTION, LLC  
**CIVIL ENGINEER:** J. H. HIERS  
**SURVEYOR:** J. H. HIERS

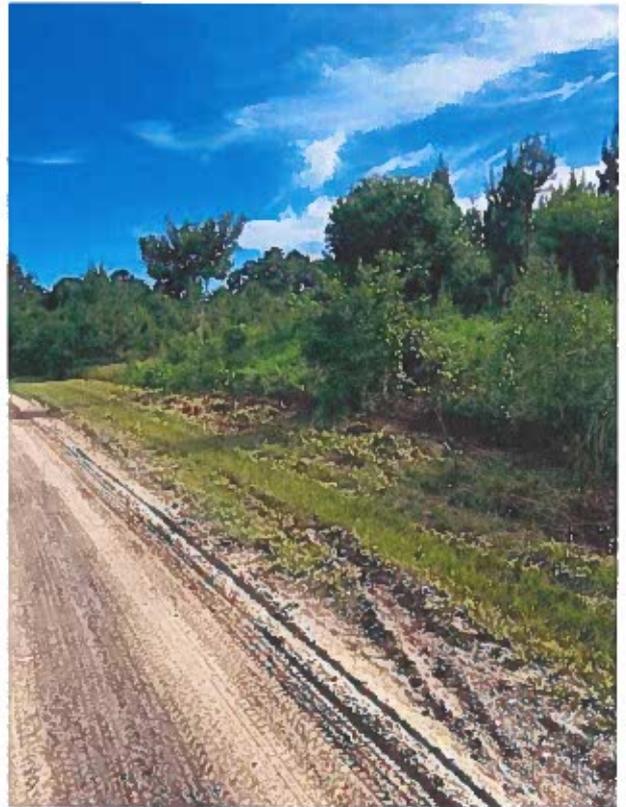
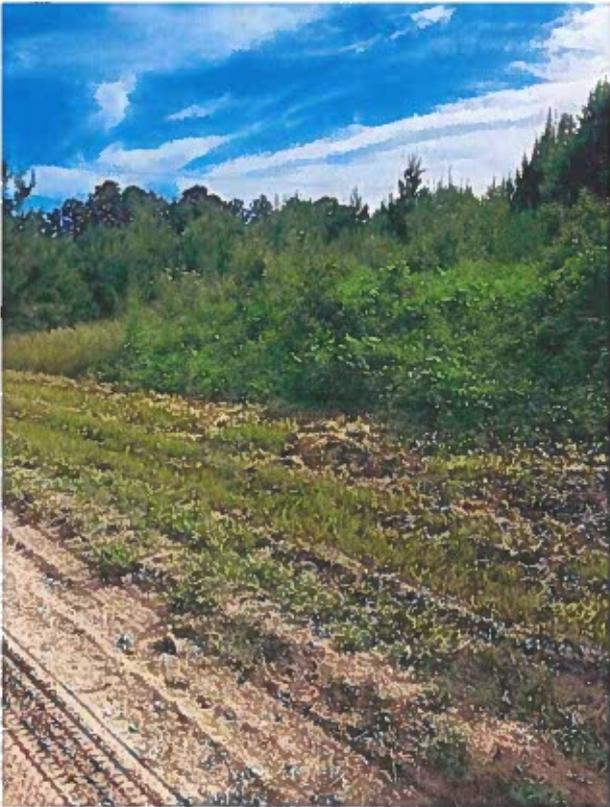


J. H. HIERS CONSTRUCTION, LLC  
 1000 COMMERCE STREET, BLUFFTON, SC 29908  
 (803) 831-1111  
 www.jhiers.com

DAVIS & FLOYD  
 CIVIL ENGINEERS & SURVEYORS  
 1000 COMMERCE STREET, BLUFFTON, SC 29908  
 (803) 831-1111  
 www.davisandfloyd.com

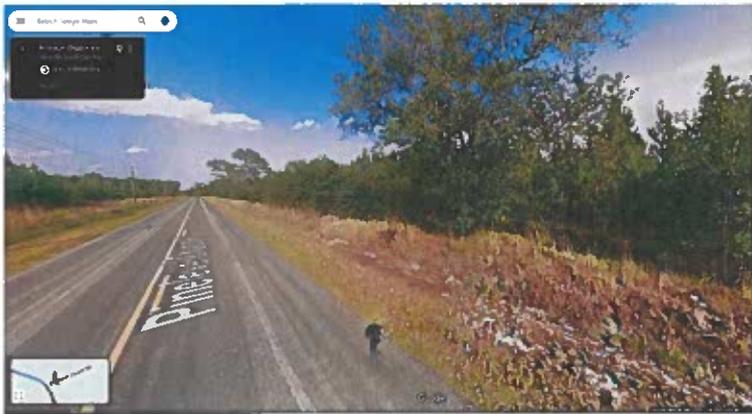
PINE LEVEL MINE  
 COVER SHEET



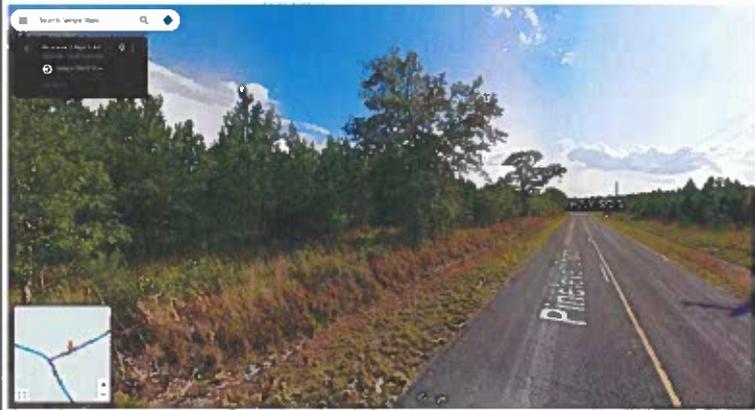


EXAMPLES OF PROPOSED EARTHEN BERM





PINELEVEL CHURCH ROAD FACING EAST  
AT PROPOSED ENTRANCE DRIVEWAY



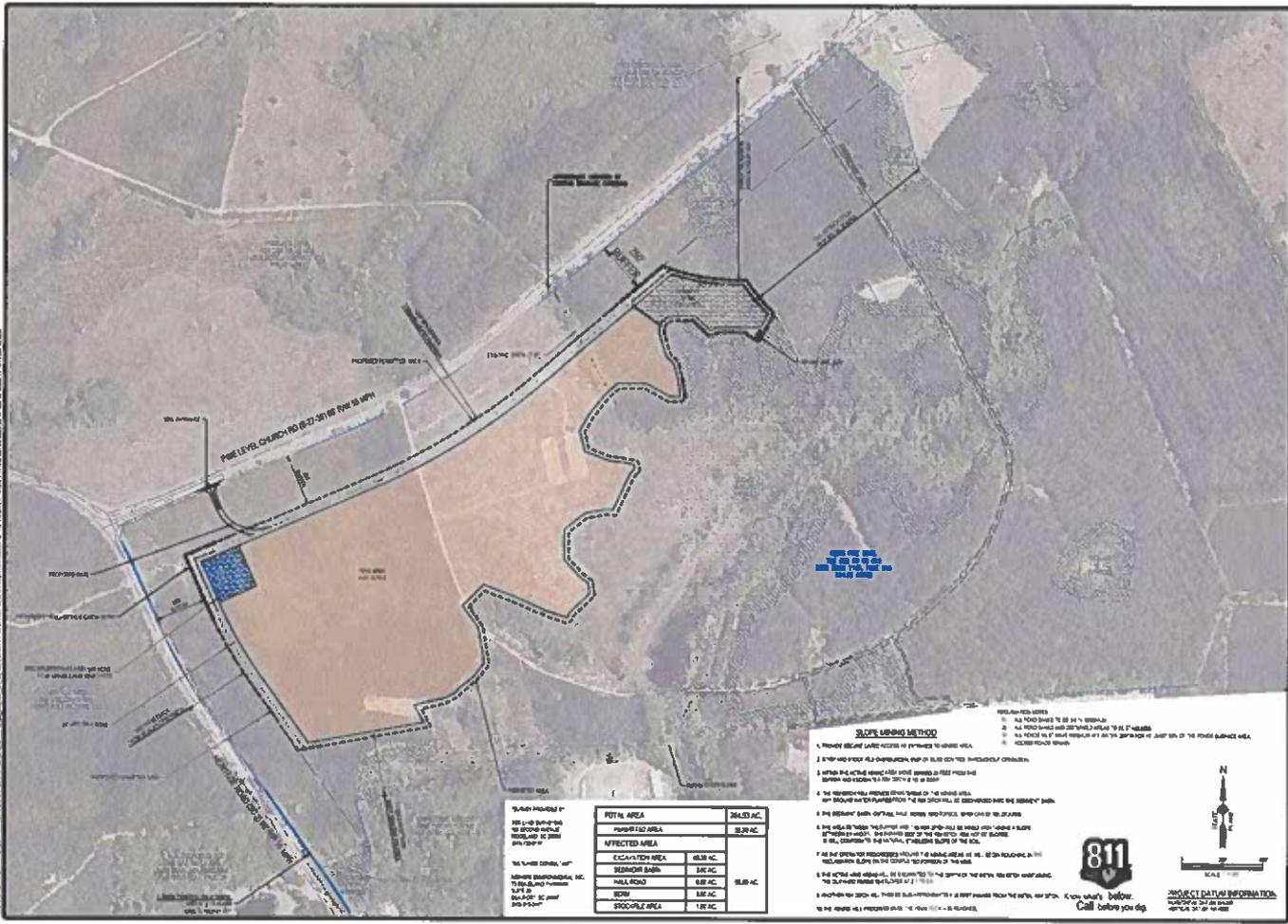
PINELEVEL CHURCH ROAD FACING WEST  
AT PROPOSED ENTRANCE DRIVEWAY



BEACH ROAD MINE ENTRANCE FACING NORTH



BEACH ROAD MINE ENTRANCE FACING EAST



**PROPERTY INFORMATION**

100.00 AC. ±  
 100.00 AC. ±  
 100.00 AC. ±  
 100.00 AC. ±  
 100.00 AC. ±

PROPERTY AREA	ACRES
POTENTIAL AREA	100.00 AC.
RESTRICTED AREA	100.00 AC.
AFFECTED AREA	100.00 AC.
EXCAVATION AREA	100.00 AC.
SEMINAR BLDG.	100.00 AC.
HALL BLDG.	100.00 AC.
ROOF	100.00 AC.
SHOULDER AREA	100.00 AC.

**SLOPE LISTING METHOD**

1. PROVIDE SLOPE LISTING ACCESS TO ALL AREAS TO BE LISTED.
2. SLOPE LISTING SHALL BE CONDUCTED FROM A POINT OF VERTICAL ALIGNMENT.
3. SLOPE LISTING SHALL BE CONDUCTED FROM A POINT OF VERTICAL ALIGNMENT TO THE POINT OF INTEREST.
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**RESTRICTIONS**

1. ALL SLOPE LISTING SHALL BE CONDUCTED FROM A POINT OF VERTICAL ALIGNMENT.
2. ALL SLOPE LISTING SHALL BE CONDUCTED FROM A POINT OF VERTICAL ALIGNMENT.
3. ALL SLOPE LISTING SHALL BE CONDUCTED FROM A POINT OF VERTICAL ALIGNMENT.

**811**

Call before you dig

**PROJECT DATA INFORMATION**

PROJECT NO. 2024-0002

NO. 1000 CONSTRUCTION

**DAVIS & FLOYD**  
 CIVIL ENGINEERS & ARCHITECTS  
 1000 N. 10TH ST., SUITE 100  
 DENVER, CO 80202  
 PHONE: 303.733.1111  
 FAX: 303.733.1112  
 WWW.DAVISANDFLOYD.COM

J.M. HERS CONSTRUCTION  
 1000 N. 10TH ST., SUITE 100  
 DENVER, CO 80202  
 PHONE: 303.733.1111  
 FAX: 303.733.1112  
 WWW.JMHCONSTRUCTION.COM

NAME MAP

PH LEVEL 1000

0002

**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

<b>Meeting Date:</b>	February 17, 2026
<b>Agenda Item:</b>	9.C – Ordinance #O-2026-____
<b>Project:</b>	Jasper County Greenbelt Program
<b>Request:</b>	Consideration of the 1st 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.
<b>Action Needed:</b>	Approval of 1 <sup>st</sup> Reading of the Ordinance
<b>Recommendation:</b>	Approval of 1 <sup>st</sup> 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 1<sup>st</sup> 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-\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE 2026 - \_\_**

**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. He shall, when present, preside at all meetings of the Committee. He 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 shall be the Clerk to County Council. 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 her by the Chair or by the Committee.

G. The Treasurer of the Committee shall be an appointee from the County's finance department, as determined by County Council. 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 County Council. 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 [DATE, 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-\_\_**

First Reading: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Enactment: \_\_\_\_\_

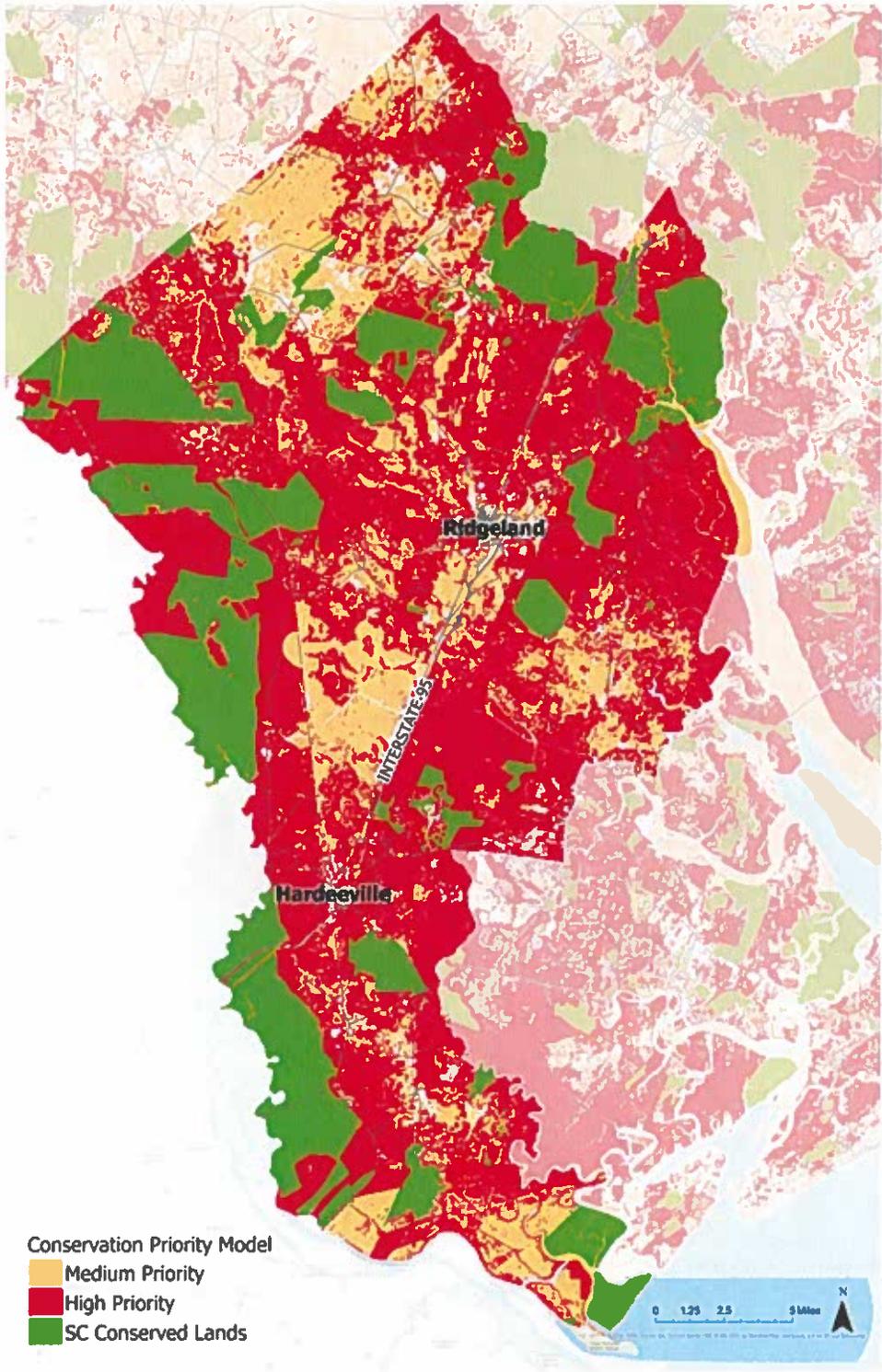
Reviewed for form and draftsmanship by the interim Jasper County Attorney.

\_\_\_\_\_  
Pope Flynn, LLC

Date \_\_\_\_\_

EXHIBIT A

CONSERVATION BANK PRIORITY MAP



**AGENDA**  
**ITEM # 9D**



## Jasper County Planning and Building Services

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

Hunter Smiley  
Planner  
[hsmiley@jaspercountysc.gov](mailto:hsmiley@jaspercountysc.gov)

### Jasper County Council Staff Report

<b>Meeting Date:</b>	February 17, 2026
<b>Project:</b>	Zoning Map Amendment – Industrial Development
<b>Applicant:</b>	Sky Blue Aviation
<b>Tax Map Number:</b>	062-20-01-002; 062-20-01-006; 062-21-01-002
<b>Submitted For:</b>	Public Hearing and 2 <sup>nd</sup> Reading
<b>Recommendation:</b>	Planning Commission recommends approval to have the properties designated as Industrial Development

**Description:** This is a zoning map amendment request to have three parcels designated as Industrial Development. The subject properties consist of 0.6 acres, 1.2 acres, and 2.74 acres and are located along Grays Hwy. All three properties are currently zoned Residential and are a part of the airport, which is owned by Jasper County. The applicant would like to re-zone the properties so that the airport will be legally conforming and zoned correctly to support future growth.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation,” which are areas of Jasper County that seek to protect and promote the character of Jasper County that largely exists today outside of the municipality. Some development characteristics of Rural Conservation are preserving key landscape features and thoughtfully placing new development in existing landscape.
- **Adjacent Zoning:** The adjacent parcels are zoned Industrial Development, Residential, and Rural Preservation. All other parcels owned by the county that are located within the airport’s limits are zoned as Industrial Development. The property is also adjacent to the town limits.
- **Adjacent Land Use:** Adjacent land uses are vacant and residential.

- **Traffic and Access:** The subject properties are accessed and have frontage on Grays Highway, except for one parcel in the back that is accessed by airport property. Grays Highway is a two-lane paved road, maintained by SCDOT and is classified as a rural minor arterial road.

**Planning Commission Recommendation:** The Planning Commission reviewed this application at their January 13, 2026 meeting and recommends approval of the request to have all three properties designated as Industrial Development.

**Attachments:**

1. Application
2. Ordinance
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE #2026-07**

**AN ORDINANCE OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer three properties located along Grays Highway, 1) bearing Jasper County Tax Map Number 062-20-01-002 consisting of 0.60 acres from the Residential Zone to the Industrial Development Zone; and 2) bearing Jasper County Tax Map Number 062-20-01-006 consisting of 1.20 acres from the Residential Zone to the Industrial Development Zone; and 3) bearing Jasper County Tax Map Number 062-21-01-002 consisting of 2.74 acres, respectively, from the Residential Zone to the Industrial Development Zone on the Jasper County Official Zoning Map.

**WHEREAS**, a zoning map amendment request was submitted to the Planning Commission to have the following three parcels, each located along Grays Highway, (i) Jasper County Tax Map Number 062-20-01-002, consisting of approximately 0.60 acres, (ii) Jasper County Tax Map Number 062-20-01-006, consisting of approximately 1.20 acres, and (iii) Jasper County Tax Map Number 062-21-01-002 consisting of 2.74 acres (collectively, the “Properties”) changed on the official zoning map of Jasper County from the Residential Zone to the Industrial Development Zone; and

**WHEREAS**, the request was duly submitted to the Jasper County Planning Commission and Jasper County Council in accordance with the County’s rules and procedures for rezoning; and

**WHEREAS**, the County staff, particularly Jasper County Planning and Building Services, recommended the rezoning in a report dated February 2, 2026; and

**WHEREAS**, the Planning Commission concurred with the recommendations of the staff report to implement the proposed rezoning and recommended approval by Jasper County Council; and

**WHEREAS**, this matter is now before the Jasper County Council for consideration and approval; and

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

1. Jasper County Council finds that, in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, the zoning designation for the Properties, which are currently depicted on the Jasper County Official Zoning Map in the Residential Zone, is hereby transferred to the Industrial Development Zone.
2. This ordinance shall take effect upon third and final reading of by Jasper County Council.

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

**ATTEST:**

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**Wanda Giles, Clerk to Council**

**ORDINANCE #O-2026-07**  
**First Reading:** February 2, 2026  
**Second Reading:** February 17, 2026  
**Public hearing:** February 17, 2026  
**Enacted:** \_\_\_\_\_

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Considered by the Jasper County Planning Commission at its meeting on  
January 13, 2026 and recommended for approval.

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

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**Interim Jasper County Attorney**

**Date**





**AGENDA**  
**ITEM # 9E**



# Jasper County Engineering Services

James M Iwanicki, P.E.  
Director of Engineering Services  
[JIwanicki@jaspercountysc.gov](mailto:JIwanicki@jaspercountysc.gov)

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

## Jasper County Council

### Consideration of Sales Tax Advisory Committee Recommendations

<b>Meeting Date:</b>	February 17, 2026
<b>Item Number</b>	9E
<b>From</b>	Jim Iwanicki, P.E. Director of Engineering Services
<b>Subject:</b>	Consideration of Sales Tax Advisory Committee Recommendations
<b>Recommendation:</b>	Approve Recommendations from Sales Tax Advisory Committee January 30, 2026, Meeting

#### Description:

The 1% Transportation Sales Tax Advisory Committee met on January 30, 2026. They recommended the following to County Council:

- Tag Line should be: **“Your Penny. Our Roads. Our Green Future.”**
- Logo should be as presented. (See Attached Logo)
- Signing an IGA with Hardeeville for Palmetto Electric utility relocation which is needed for the new signal being placed at the intersection of Argent and Short Cut Road in the amount of \$724,909. (See Attached Draft)

For additional information please see memo dated January 28, 2026, to the Sales Tax Advisory Committee.

#### Attachments:

January 28, 2026, Memo to Sales Tax Advisory Committee from Jim Iwanicki  
Recommended Logo  
Draft IGA – Hardeeville Argent Utility Relocation



## Jasper County Engineering Services

James M Iwanicki, P.E.  
Director of Engineering Services  
[JIwanicki@jaspercountysc.gov](mailto:JIwanicki@jaspercountysc.gov)

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

January 28, 2026

**MEMO:**

TO: Andrew Fulghum, County Administrator  
1% Sales Tax Advisory Committee

FROM: Jim Iwanicki *JMI*

RE: Jasper County Update 1% Sales Tax Update (Roadway)

**January 28, 2026, Update:**

**Information:**

Infrastructure Consulting and Engineering (ICE) has provided the monthly report. *(See Attached)*

Website Domain has been established as: <https://JasperCountySalesTaxProgram.com>

Hotline Number has been established as: *839-273-0126 or 839-273-ROAD*

Based on the input from the October meeting the following items have been developed:

Tag line: **Your Penny. Our Roads. Our Green Future.**

Logo:



An IGA was signed with Hardeeville for engineering services relating to the improvements on US 278 from Exit 8 to John Smith Road. Hardeeville has retained Stantec Consulting Services Inc. in the amount of \$935,299. A topographic survey has been completed by Nandia Inc. as part of the project for a cost of \$23,500. A meeting is being held Jan 30 to discuss project details with SCDOT.



Location of work needed to fill in the gap between SCDOT Exit 8 work and Hardeeville's John Smith Intersection work.

On January 8, I met with LATS and requested changing the TIP for the Argent Boulevard project. I requested \$12 million in federal aid for Argent Blvd construction in FY 2028.

A meeting with SCDOT was held on January 28 to discuss our proposed IGA. A letter was sent to SCDOT requesting that they do not charge Jasper County any review costs for our 1% projects as part of the IGA.

Hardeeville and the County have discussed signing an IGA for Palmetto Electric utility relocation which is needed for the new signal being placed at the intersection of Argent and Short Cut Road in the amount of \$724,909. The IGA will state that 1% funding will be used for the utility relocation but if it is found that the same utility line needs to be moved when the 1% project on Argent is constructed Hardeeville will reimburse that cost back to the County. There is a slim possibility that \$217,472 of the work might be affected by our 1% project work.



Palmetto Electric Utility Relocation Plan

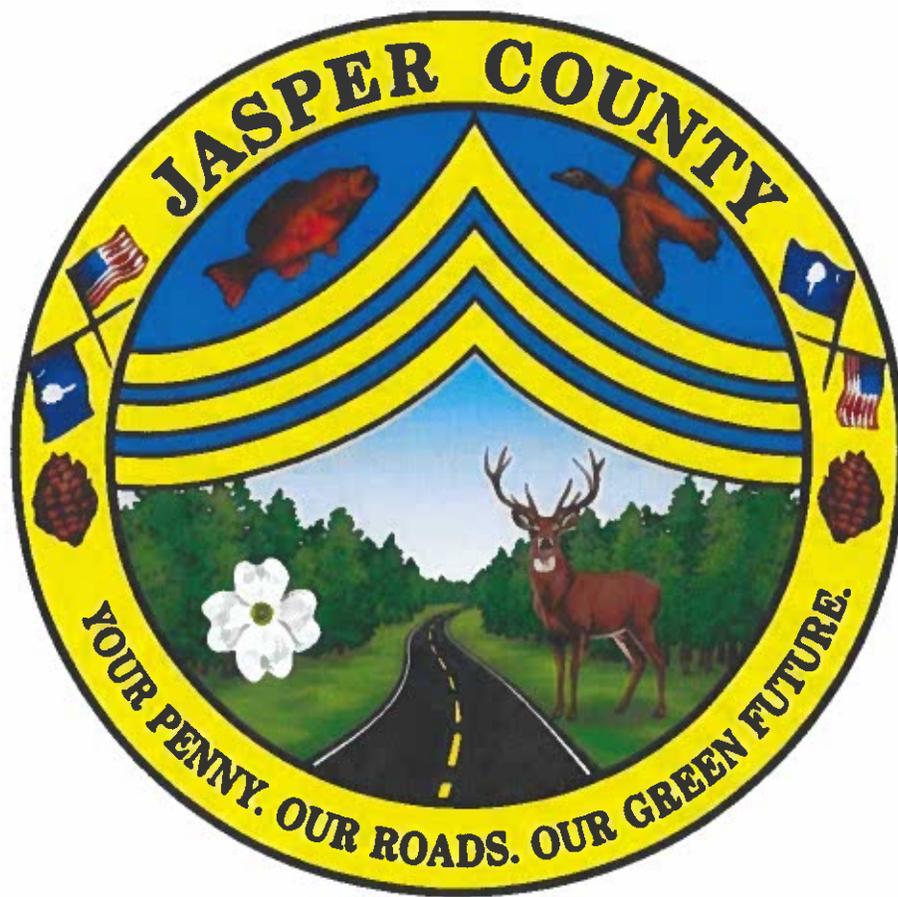
**Recommendation:** Staff recommends that the Transportation Sales Tax Advisory Committee support and recommend the following to County Council:

- Recommend a Tag Line to County Council to be **Your Penny. Our Roads. Our Green Future.**
- Recommend a Logo to County Council as presented.
- Recommend to County Council signing an IGA with Hardeeville for Palmetto Electric utility relocation which is needed for the new signal being placed at the intersection of Argent and Short Cut Road in the amount of \$724,909.

**Attachments:**

ICE Monthly Report

Proposed  
1% Sales Taxes Logo  
February 17, 2026 Council Meeting





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

**1. Project Description**

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

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

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

**2. Responsibilities of the City of Hardeeville**

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

**3. Responsibilities of Jasper County**

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

**4. Project Cost and Payment Terms**

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

#### **5. Future Utility Relocation and Conditional Repayment**

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

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

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

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

e. No repayment obligation shall arise unless and until:

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

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

## **5. Term and Termination**

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

## **6. General Provisions**

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

## **7. Entire Agreement**

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

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

**[Signature Pages to Follow]**

**[Remainder of Page Intentionally Left Blank]**

WITNESS:

JASPER COUNTY, SOUTH CAROLINA

\_\_\_\_\_

\_\_\_\_\_  
Andrew Fulghum, *County Administrator*

\_\_\_\_\_

\_\_\_\_\_  
Date

[Jasper County Signature Page to IGA dated \_\_\_\_\_]

WITNESS:

City of Hardeeville

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Joshua A Gruber, *City Manager*

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Date

[City of Hardeeville Signature Page to IGA dated \_\_\_\_\_]

**Exhibit 1:**  
**Project Location Map**



PROJECT NO. 15-001  
SHEET 011A - 25' x 25' (1/4")  
DATE: 11/15/15

Interaction Improvement  
For

Aggett Road @ James Lumbermill Outfall  
Apper County, NC

DESIGNED FOR:  
City of Hendersonville

PREPARED BY:

**THOMAS**  
**HAYSTON**

10000 Highway 108, Suite 100, Hendersonville, NC 28634  
Phone: 828.438.1111  
www.thomashayston.com

DATE	11/15/15
SCALE	AS SHOWN
DRAWN BY	THH
CHECKED BY	THH
APPROVED BY	THH

**Exhibit 2:**

**Palmetto Electric Invoice (\$724,909.00)**



Exhibit 3:  
Preliminary Construction Schedule

**EXHIBIT #3**

**Argent/Shortcut/Jasper Station Intersection Project**

Power relocation from above ground to underground

*(All work will be done via boring)*

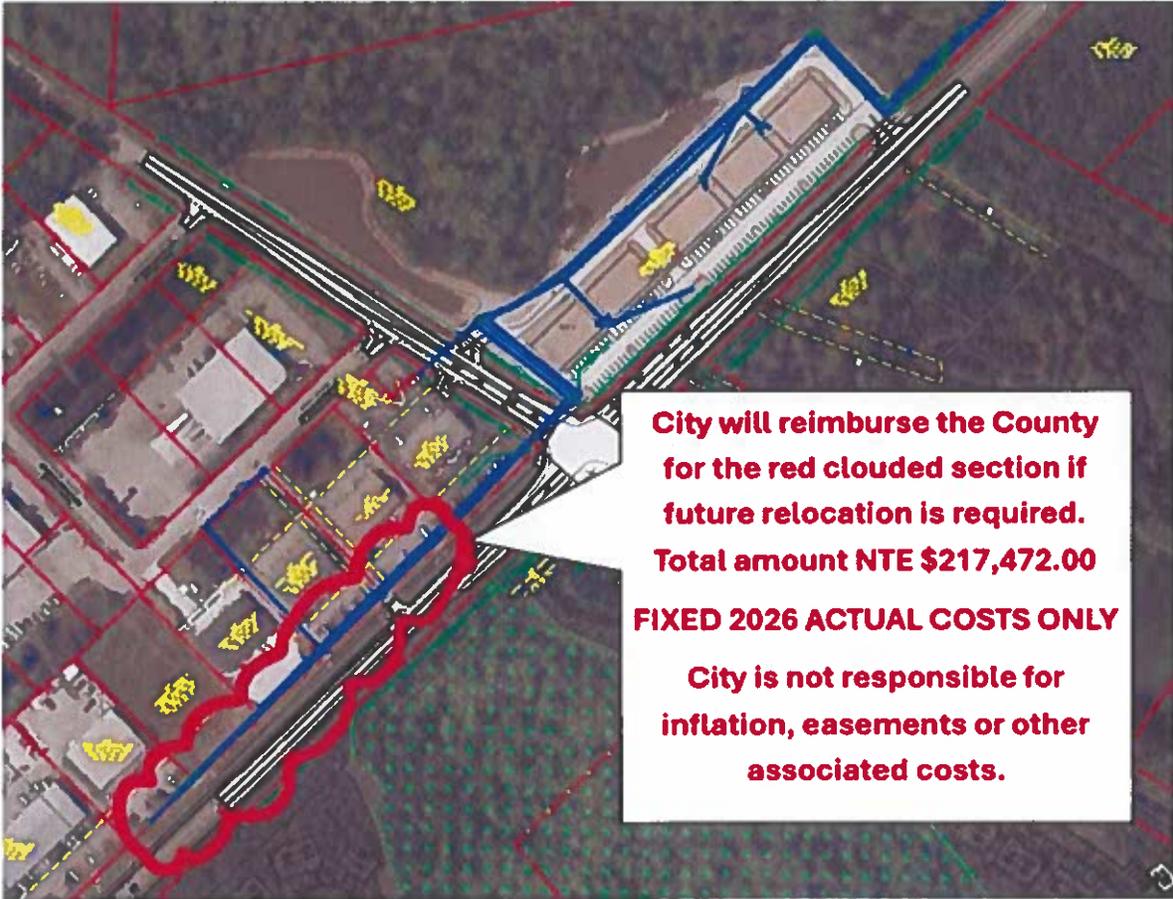
**Palmetto Electric SCHEDULE:**

Palmetto Electric to commence construction on or before: **February 16, 2026**

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

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

Exhibit 4:  
Future Argent Boulevard Widening Area



**City will reimburse the County  
for the red clouded section if  
future relocation is required.  
Total amount NTE \$217,472.00  
FIXED 2026 ACTUAL COSTS ONLY**

**City is not responsible for  
inflation, easements or other  
associated costs.**

**AGENDA**

**ITEM # 10**

**Administrator's Report**



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum  
County Administrator

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

Tisha L. Williams  
Executive Assistant

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

### Administrator's Report February 17, 2026

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1. Review of Special County Council Meetings and Workshops for 2026:

I will be seeking your help in determining if there are any pending meetings or workshops that have been recently set or need to be set.

2. Shared Services:

I will provide an update on expired, current, and needed intergovernmental agreements and next steps.

3. Government Campus Cleanup:

Ms. Lyn Boyles of Keep Jasper Beautiful (KJB) has informed me that she will be collaborating with the Clerk of Court and me to organize a multi-office team of County employees to adopt and clean up the government campus. I will let the Council know when that comes together as you may be interested in participating.

###

***The County Administrator's Progress Report and any miscellaneous correspondence, agendas, and minutes follow this report.***



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Andrew P. Fulghum  
County Administrator

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

Tisha L. Williams  
Executive Assistant

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

### Progress Report February 3, 2026 - February 17, 2026

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- 1. One-on-one Meetings with Direct Reports:**  
Met with all direct reports individually on Feb. 4 to discuss projects, timelines, challenges, and interdepartmental coordination.
- 2. Master Disposal Agreement with Waste Management:**  
Scheduled to meet with representatives from Waste Management and Mr. Iwanicki on Feb. 10. to discuss agreement term and host fee.
- 3. Economic Development Projects:**  
Scheduled to meet with Messrs. Larson and Romano on Feb. 11 for a review of all active economic development projects.
- 4. Exit 3:**  
Attended two meetings on Feb. 4 and one meeting on Feb. 6. Reviewed correspondence. Provided latest information to County Council via email.
- 5. Other Meetings/Events Attended or Scheduled to Attend:**  
Joint executive session meeting of the Hardeeville City Council and Jasper County Council on Feb. 9.

AGENDA

ITEM # 11

Councilmember  
Comments