

AGENDA

ITEM # 23



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Administrator's Report November 4, 2024

1. Levy Sewer Project:

I am very thankful for the great project team that is working to put together an Environmental Protection Agency (EPA) Community Change Grant application for funding to potentially extend sanitary sewer to the Levy community.

To date, Development Services Division Director Danny Lucas, LCOG staff, consultant Heather Rath, BJWSA staff, and technical assistance advisor for the grantor, Sarice Greenstein have been extremely helpful.

The deadline for grant application submission is Nov. 21. As we work through the details, we will let the County Council know if we believe a special meeting of the County Council may be required prior to submission.

2. Automatic Aid Firefighting Agreement:

Chief Wells has entered Jasper County Fire & Rescue into an automatic aid firefighting agreement with the Bluffton Township Fire District. A copy of the agreement follows this report.

3. School Resource Officer Memoranda of Agreement (MOA):

I have been provided copies of three (3) agreements between the Jasper County Sheriff's Office and the Jasper County School District for the provision of school resource officers for the elementary school, CATE facility, and the alternative school. All have the same terms. I have provided a copy of one of the agreements with this report.

Additionally, a fourth agreement is currently being negotiated with Polaris Tech Charter School. When I receive an executed copy of that agreement, I will forward it to the Council.

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

AUTOMATIC AID FIREFIGHTING AGREEMENT

Bluffton Township Fire District
And Jasper County Fire & Rescue

This agreement made and entered into this 26th day of September 2024, by and between the Bluffton Township Fire District and the Jasper County Fire & Rescue Department.

Witnesseth:

Whereas, each of the parties hereto maintain equipment and personnel for the suppression of fires within its own jurisdiction and areas, and

Whereas, the parties hereto desire to augment the fire protection available in their various establishments, Districts and agencies in the *event* of large fires or conflagrations, and

Whereas, the lands of the Districts of the parties hereto are neighboring and close proximity to each other so that Automatic Aid assistance in a fire is deemed feasible, and

Whereas, it is mutually deemed sound, desirable, practicable and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms.

Therefore be it agreed that:

1. The Bluffton Township fire district will respond one Pumper and a Duty Officer to any structure fire located within the boundaries of the Unincorporated Cherry Point Fire District as described below:
 - a. Highway 278 West to the Hardeeville Town Limits
 - b. Argent Boulevard areas outside of the City of Hardeeville
 - c. Highway 462 West to Chelsea Plantation to include Chelsea Plantation
 - d. Highway 54 (Snake Road) North to Highway 462
 - e. Highway 170 all areas outside of the Beaufort County Line
 - f. Bailey's Loop all areas outside of the Beaufort County Line
2. Additional resources will respond as requested and are available.
3. The Jasper County Fire & Rescue Department will respond one Pumper to any structure fire located within the boundaries of the Bluffton Township Fire District as described below:
 - a. Highway 170 all areas located between the Highway 278/170 intersection up to but not including Calawassie Dr.
4. Additional resources will respond as requested and are available.

5. The rendering of assistance under the terms of this agreement shall be automatic. Provided, however, that such assistance shall not interfere with the responsibilities for emergencies in each District's own service area.
6. Each party to this agreement waives all claims against the other District for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.
7. All services performed under this agreement shall be rendered without reimbursement of either party.
8. The technical head of the Fire District of the first arriving apparatus shall assume full charge of the operations until an officer representing the Fire District in which the emergency occurred arrives.
9. This officer representing the District in which the emergency occurred will be known as the Incident Commander and he/she will assume full charge and responsibility of the operation upon arrival.
10. The Chief Officers of each District, party to this agreement, shall ensure that Joint Training Drills are conducted on a quarterly basis.
11. Each District will follow normal Incident Command and accountability procedures regardless of which Officer, of either District is in charge.
12. All personnel of each District will follow normal Incident Command and Accountability Procedures regardless of which Officer, of either District is in charge.
13. The Fire Chiefs of the Districts party to this agreement are authorized and directed to meet, draft, and establish detailed plans and procedures of operation necessary to effectively implement this agreement.
14. Such plans and procedures of operation shall become effective upon ratification by the signatory parties.
15. This agreement shall become effective upon the date hereof and shall remain in full force and effect until cancelled by mutual party to the other party, give ten days notice of said cancellation.

We so agree with this Automatic Aid Agreement on the 26th day of September 2024.



Paul Boulware, Fire Chief
Bluffton Township Fire District



Russell W. Wells, Fire Chief
Jasper County Fire-Rescue



Rick Krob, Chairman
Bluffton Township Fire District



Andrew Fulghum, County Administrator
Jasper County

**Jasper County Sheriff's Office
School Resource Officer
Memorandum of Agreement
For Jasper County Career and Advanced Technology E
2024-2025 School Year**

CATE

This Memorandum of Agreement (MOU) shall be between the Jasper County Sheriff's Office (Sheriff's Office) and the Jasper County School District (School District). In consideration of the mutual terms and conditions set forth herein, the parties agree as follows:

I. PURPOSE

This MOU establishes and delineates the mission of the School Resource Officer (SRO) Program, herein referred to as the SRO Program, as a joint cooperative effort between the Sheriff's Office and the School District. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between law enforcement, school staff, and the students, promote a safe and positive learning environment and decrease the number of youths formally referred to the juvenile justice system.

II. MISSION

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe, and students are supported to succeed. The SRO Program also seeks to reduce violent crimes committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers, and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community and to promote overall student achievement and success.

III. TERM

This Agreement is for a term of one year, twelve calendar months, beginning on July 1, 2024, and ending on June 30, 2025, unless either party provides written notice of termination to the other party on or before May 1 of the calendar year.

IV. ORGANIZATIONAL STRUCTURE

A. COMPOSITION

The SRO program at the Jasper County Career and Technology Education (CATE) Center will consist of one (1) full-time Sheriff's Office Deputy that is a certified law enforcement officer for the State of South Carolina and meets all the requirements as set forth by the School District and the Sheriff's Office rules, regulations, policies, and procedures.

B. POLICY AND PROCEDURES

The Deputy assigned to the Jasper County CATE Center shall be an employee of the Sheriff's Office. The SRO program's day-to-day operational and administrative control shall always remain subject to the Sheriff's Office chain of command, Code of Conduct, and the current procedures in effect for certified deputy sheriffs, including attendance at all authorized training. In addition, SROs will be expected to abide by policies set forth by the School District and laws and regulations applicable to the school and be responsive to the Director regarding all school-related tasks.

The SRO is assigned to the Civil Division of the Sheriff's Office. Daily, the SRO will collaborate with the Director of the Jasper County CATE Center, or their designee, on various issues, including the disposition of multiple situations they may encounter.

C. SUPERVISION & EVALUATION

The SRO will be ultimately accountable to the Sheriff's Office chain of command. However, while at the school, the SRO will be additionally accountable to the Director or their designee. The SRO is expected to cooperate with school officials, including administrators and faculty.

The Chief/Sheriff, or his designee, will supervise the officer assigned to the SRO program and will randomly make scheduled or nonscheduled visits to the school. If the school has a state-funded SRO, the South Carolina Department of Public Safety will also randomly make scheduled or nonscheduled visits to the school in a non – supervisory capacity related to grant monitoring. Any matters concerning the SRO program shall be submitted in writing to the Sheriff's Office.

In the event the Director of the school to which the SRO is assigned believes the SRO is ineffective, he/she cannot work cooperatively with the SRO, or the SRO poses a threat to the safety and welfare of the students, the Director will state these reasons in writing to the Superintendent. The Superintendent will review the situation and if he/she agrees with the Director's determination, will notify the Sheriff of the concerns. If the Sheriff desires, he will arrange a meeting with the

Superintendent or their designee and the Director within fifteen (15) calendar days of the Superintendent's notification to address the Director's concerns. If the meeting does not resolve the Director's concerns within a timeframe agreed upon at the meeting or if the Sheriff does not desire a meeting, the Sheriff will reassign the SRO.

The SRO may be dismissed or reassigned based upon policy and procedure of the Sheriff's Office. In the case of resignation, dismissal or reassignment, or extended absences by an SRO, a replacement will be provided by the Department within thirty (30) school days.

The Sheriff's Office will provide the School District Superintendent with a semester and yearly report of SRO activities and incidents.

V. PROCEDURES

A. CONCEPT

The SRO program shall utilize the School Resource Officer Triad concept set forth by the National Association of School Resource Officers. The School Resource Officer Triad concept generally means that the officers assigned to the program are law enforcement officers, law-related counselors, and instructors for law enforcement topics. The SRO shall be responsible for carrying out all duties and responsibilities of a deputy sheriff. SROs are enforcement officers considering criminal matters only. **SCHOOL RESOURCE OFFICERS ARE NOT SCHOOL DISCIPLINARIANS AND SHOULD NOT ASSUME THIS ROLE.** SROs report directly to the Sheriff's Office School Resource Officer's supervisor in connection with the assignment of law enforcement instruction and standard law enforcement duties. SROs are not formal counselors and will not act as such; however, they are used as law-related resources to assist students, faculty, and staff. SROs are to be used as instructors of law enforcement topics and will provide instruction under the supervision of a certified teacher.

B. DUTIES OF SRO

The primary function of the SRO is law enforcement action as required. The SRO will investigate criminal activity that occurs on the school campus. Information will be gathered on runaways, gang activities, burglaries and other criminal or law enforcement activities. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear during the school day or related school functions. In addition, SROs foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the Sheriff's Office. Specific daily assignments to accomplish this function will vary by school. The SRO and the Director, or their designee, will meet regularly to discuss plans and strategies to address specific

issues or needs that may arise. As required by law, the SRO should never be assigned duties within schools in place of a certified teacher.

Although the SRO has been placed in a formal educational environment, they are not relieved of the official duties as a law enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Still, the SRO will make every effort to ensure that such actions are exercised reasonably so as not to disrupt the daily operation of the school. Citations should be issued, and arrests made when appropriate and per the Sheriff's Office standard operating procedures.

The SRO's responsibilities to the Jasper County (CATE) Center will include:

1. Enforcing criminal laws and protecting the students, staff, and the public against illegal activity.
2. Providing information concerning questions about law enforcement topics to students and staff.
3. Speaking to students on a variety of law enforcement-related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership, and life skills under the supervision of a certified teacher.
4. Handling initial reports of crimes committed on campus.
5. Taking enforcement action on criminal matters when necessary. If it should become necessary to conduct formal police interviews, the SRO will guide the Director, or their designee, on law enforcement policy, as well as legal requirements concerning interviews.
6. Attending parent/faculty meetings to solicit support and provide a basic orientation of the program as requested by the Director.
7. Facilitating law-related classes as scheduled through the Director's office.
8. Working in conjunction with the school's administration to complete a daily schedule of activities.
9. Assisting other law enforcement officers in matters regarding their school assignments whenever necessary. SRO shall, whenever possible, participate in school functions as they relate to the duties of the SRO program.
10. Being available for conferences with students, parents, and faculty members to assist them with problems of law enforcement or of a crime

prevention nature. The SRO shall act in compliance with confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act, and shall not disclose confidential information except as provided by law or court order.

11. Collaborating with community agencies that aid youths and their families, such as mental health, drug treatment centers, school-based adolescent health centers, etc. When necessary, the SRO shall make referrals to such agencies, thereby acting as resource persons to students, parents, faculty, and staff.
12. Assisting the Director in developing plans and strategies to prevent or minimize dangerous situations.
13. Maintaining detailed and accurate records of the School Resource Officer program every month and working in conjunction with the Director to document law-related incidents at the school.
14. Responding to student situations at the request of the Director, or their designee, only. **TEACHERS ARE REQUIRED TO CONTACT THE ADMINISTRATION FIRST BEFORE REQUESTING THE SRO'S PRESENCE.** *Per S.C. Reg. 43-210*, the SRO shall only be called for student discipline situations when a student's behavior has reached criminal conduct, which is defined as those activities engaged in by students which result in violence to oneself or another person or property to which pose a direct and serious threat to the safety of oneself or others in the school. The SRO shall only be called to respond to disruptive conduct when:
 - a. The conduct rises to a level of criminality, and,
 - b. The conduct presents an immediate safety risk to one or more people, or it is the third or subsequent act that rises to a level of criminality in that school year.
15. Upon request, the Director, their designee, and the SRO shall attend student administrative hearings when student arrests are made on campus. The SRO shall act in compliance with confidentiality laws, including, but not limited to, the Family Education Rights and Privacy Act, and shall not disclose confidential information except as provided by law or court order. The SRO will submit copies of police reports to the Director upon request.
16. The SRO must notify the Director, or their designee when they leave campus during the regular workday.

17. The SRO's normal workday/workweek will be Monday through Friday, 9.0 hours (from 7:00 a.m. to 4:00 p.m.). Unless otherwise requested by the Director or their designee. The SRO is only required to be at the school when students or staff are present. For days that the SRO is not required to be at the school, excluding weekends and state holidays, the SRO's time off will accrue.
18. Upon request of the Director, or their designee, if the SRO is requested to attend school activities above and beyond the scope of this Agreement, the school will be responsible for payment of the SRO's time at the rate of time and a half per hour set by the Sheriff's Office, for the SRO's attendance per Jasper County Sheriff's Office policy. The school will be responsible for paying the Sheriff's Office for the SRO's mileage at the standard IRS rate for any out-of-county travel by the SRO on school-related business, if it is not covered by grant funding.
19. In the absence of the SRO, the SRO's Supervisor will always ensure coverage on campus except for any training to keep the SRO's certification.
20. The SRO's office keys will only be issued to the SRO or the SRO's supervisor.

VI. EQUIPMENT AND WORKING CONDITIONS

- A. **Sheriff's Office Responsibility:** Absent extenuating circumstances, the Sheriff's Office shall provide an SRO who will have specialized training as an SRO to the Jasper County CATE Center. Extenuating circumstances include illness or other authorized leave, attendance of training required to maintain the SRO's law enforcement commission, required court attendance, a natural disaster, or a declared state of emergency. When feasible, every attempt will be made to schedule training, annual leave, or compensatory time during normal school breaks or otherwise provide coverage during regular school hours.

The Sheriff's Office will take into consideration the possibility of false emergency calls that might otherwise pull SROs from their schools during normal school hours and leave the school vulnerable before directing an SRO to respond to an emergency call off the school grounds.

- B. **School District/CATE Responsibilities:** The School District/CATE shall provide an office for the SRO at the Jasper County CATE Center with the following materials which are deemed necessary to the performance of the SRO's duties:

1. Access to an air-conditioned and adequately lit private office, which shall contain a telephone, which may be used for general business purposes.
2. A location for files and records, which can be properly locked and secured.
3. A desk with drawers, chairs, a worktable, a filing cabinet, office supplies, a computer, internet access, and a printer.
4. Access to and encouragement of classroom participation by the SRO and an opportunity for the SRO to address teachers and school administrators about the SRO program, goals, and objectives.
5. Keys to all doors except for any vault or office that has money stored.

VII. REIMBURSEMENT

The Sheriff's Office will pay the cost of the salary, benefits, training, lodging, and per-diem of the School Resource Officers programs designated officers. The Jasper County CATE Center will reimburse the Sheriff's Office the cost of the deputy's salary and benefits, if it is not covered by grant funding.

In the event a change of personnel is necessary, the salary shall be adjusted upward or downward to reflect the new personnel. The Jasper County CATE Center will also be responsible for the reimbursement of any future increases due to the cost of living or promotions.

The Jasper County CATE Center will be responsible for any overtime and travel expenses (Per diem, hotel, registration fees, mileage, etc.) incurred by the officer that are not covered by any grants or other outside funding.

VII. TERMINATION

Each party may terminate this Agreement at any time by giving written notice of said termination should the other party fail to perform its obligations under the Agreement substantially. Each party may terminate this Agreement without cause at any time upon mutual agreement between the parties or by giving the other parties at least thirty (30) days advance written notice. The notice required under this clause will be sent by registered mail.

IX. LIABILITY

It is further agreed that the designated officers will remain employees of the Sheriff's Office with all rights, benefits, and privileges thereto. The Sheriff's Office and its employees are subject to the immunities and qualified immunities granted by law, including the South Carolina Tort Claims Act notwithstanding, the Sheriff's Office shall purchase and maintain in full force and effect during the term of this Agreement a general comprehensive liability insurance policy with coverage for any acts or omissions of its employees that occur, or claims made during the duration of the Agreement. To the extent permitted by law and subject to the immunities from liability provided by law, the Sheriff's Office agrees to be legally responsible for the liability, damage, expense, causes of action, suits, claims, or judgment arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of the Sheriff's Offices, its agents, and employees, in connection with or arising out of the activity which is the subject of this Agreement. Likewise, to the extent permitted by law, the Jasper County CATE Center agrees to be legally responsible for any liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of the Jasper County CATE Center, its agents, and employees, in connection with or arising out of the activity which is the subject of this Agreement.


The School District, the Sheriff's Office, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Director and the Sheriff or their designees. The terms of this Agreement are subject to change at the end of each school year no later than July 1st of the calendar year. Any recommended changes or modifications will be reviewed by the Sheriff and the Superintendent, or their designees, and any approved recommended changes to this Agreement will be submitted in writing.

This document constitutes the complete understanding of said parties. No terms, conditions, understanding, or agreements to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be changed.

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:



Dr. Sam Whack, Jr.
Acting Superintendent

10/21/2024
Date



Jasper County Administrator

10-23-24
Date

Jasper County Sheriff

Date

Jasper County Sheriff- Chief Deputy

Date

Revised 09/20/24



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
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Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800*

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

Progress Report October 22, 2024 – November 4, 2024

1. Levy Sewer Project:
Attended meeting with the project team on Oct. 28 re: grant preparation. Scheduled to attend another meeting with the project team on Nov. 4. Will report on this item during the Administrator's Report section of your meeting on Nov. 4.
2. Engineering Services Director Position:
Interviews completed. Will advise the County Council of selection.
3. Ridgeland-Claude Dean Airport:
Met with consulting engineers and funders of runway length justification study on Nov. 1 to receive update on the project.
4. Technical College of the Lowcountry (TCL):
Reviewed resolution as prepared by Mr. Tedder. Resolution memorializing County donation of \$1,000,000 to be brought before the County Council on Nov. 4.
5. Capital Projects:
Attended a meeting with County staff and representatives from MB Kahn on Oct. 22 to review the status of active projects. Meeting scheduled with MB Kahn and Jasper Animal Rescue Mission (JARM) representatives on Oct. 31.
6. Exit 8 Sewer Project (aka Project Mr. C):
Reviewed resolution and IGA as prepared by Mr. Tedder. Resolution memorializing County donation of \$500,000 to be brought before the County Council on Nov. 4.
7. Exit 3:
Attended Exit 3 Lead Group meeting on Oct. 22. Awaiting notification of SC Infrastructure Bank (STIB) Board meeting in December. Will advise the County Council when the date is known.

8. Economic Development Projects:

Met with SCA staff, outside counsel, and the County Attorney on Oct. 23 and 30 to review active economic development projects.

9. Other Meetings/Events Attended or Scheduled to Attend:

Met with members of the Jasper County Historical Society on Oct. 23 and television appearance on *Carolina Business Review* on Oct. 25.

CONSENT
AGENDA
ITEM NUMBERS
24-27



Jasper County Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Giles
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	11.04.2024
Project:	Jasper County Regional Housing Trust Oversight Board
Request:	For submittal of new Candidates to the Regional Housing Trust Oversight Board
New Appointment For:	Regional Housing Trust Oversight Board
Recommendation:	Candidate Submissions before 11.19.2024

Description:

Ms. Michelle Gaston will not be seeking reappointment as Jasper County's representative to the Regional Housing Trust Oversight Board for the next term (current term ends 12.31.2024).

I wanted to put this item on the Consent Agenda for information for the County Council. Council to make Candidate Submissions before November 19th so we can put it on the December 4, 2024, agenda for a vote on a candidate to replace Ms. Gaston as of 01.01.2025.

Staff Request: Staff requests that each Councilmember provide a Candidate Submission before November 19th so we can put it on the December 4, 2024, agenda for a vote on a candidate to replace Ms. Gaston as of 01.01.2025.

Thank you for your consideration.

Wanda



Jasper County Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Giles
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	11.04.2024
Project:	Parks and Recreation Board Openings
Request:	To submit names for appointment to the Parks and Recreation Board for Jasper County
Recommendation:	Approval of a submissions of names for appointments to the Parks and Recreation Board before November 19, 2024

Description:

We have openings available for appointment to the Parks and Recreation Board for Jasper County. Please consider candidates that you may know to see if they are interested in being a Board Member for the Parks and Recreation Board. Applications can be found online on the Council Website Page under Board and Commission Applications.

I wanted to put this item on the Consent Agenda for information for the County Council. Council to make Candidate Submissions before November 19th so we can put it on the December 4, 2024, agenda for a vote on candidates for this board.

Staff Request: Staff requests that each Councilmember provide a Candidate Submission before November 19th so we can put it on the December 4, 2024, agenda for a vote on a list of candidates..

Thank you for your consideration.

Wanda



Jasper County Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Giles
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	11.04.2024
Project:	Board of Zoning Appeals Reappointment
Request:	To reappoint a current Board of Zoning Appeals Member
New Appointment For:	N/A
Reappointment For:	Seat # 04-BZA
Recommendation:	Approval of a Reappointment of 1 Current BZA Member

Description:

We have one (1) current 1 BZA Board Member that needs to be reappointed to the 04-BZA seat for a 4-year term:

Barbara Bartoldus – Seat # 04-BZA

Staff Request: We ask that the current member be reappointed to their current seats with the noted term end dates shown below in order to keep the staggered terms on schedule:

Seat # 04-BZA – Barbara Bartoldus With a term end date of 12.31.2028

Thank you for your consideration.

Wanda



JASPER COUNTY COUNCIL IN PERSON

SPECIAL CALLED MEETING

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

Monday, July 22, 2024
Minutes

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark; Councilman John Kemp and Councilman Rowell

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Chief Russell Wells, Kimberly Burgess, Nicole Holt, Arthur Benjamin and Videographer Jonathan Dunham.

Call to Order:

Chairman Sauls called the meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

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

Approval of Agenda:

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

1. Kimberly Burgess - CONSIDERATION OF PUBLIC HEARING AND RESOLUTION #R-2024-20 OF JASPER COUNTY COUNCIL DETERMINING EMERGENT NEEDS AT THE JASPER COUNTY DETENTION CENTER JUSTIFY THE PROCUREMENT OF VENDOR SERVICES TO PROVIDE ADDITIONAL PERSONNEL THROUGH USE OF CODE SECTION 2-412, SECTION 2-415, AND/OR SECTION 2-445.

Ms. Burgess explained the request for this resolution. She discussed the daily operations of the Detention Center and the need for additional personnel. She noted that they had been searching for applicants through various sources, however they are very short staffed at the Detention Center. She said that due to the loss of personnel and no applicants applying, they had been in touch with Allied Universal Security Services. She noted that they have a procurement process with the State of South Carolina. She noted that Director Benjamin and staff recommended this option to provide additional staffing at the Detention Center. She said that this contract could be canceled with 30 days' notice. She noted that the Resolution was asking for \$1,365,000.00 for a one-year contract. Ms. Holt was present

and discussed the employee situation regarding this item. Chairman Sauls opened the public hearing and asked for comments.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

For additional information on this meeting please visit our website for this meeting's agenda e-packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

Adjournment:

Motion to adjourn: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman



JASPER COUNTY COUNCIL SPECIAL CALLED VIRTUAL MEETING

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

Wednesday, July 24, 2024
MINUTES

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark; Councilman John Kemp and Councilman Rowell

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, and Videographer Jonathan Dunham.

Call to Order:

Chairman Sauls called the meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

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

Approval of Agenda:

Motion to approve: Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

1. **Andrew Fulghum** –Consideration of **3rd reading** of Ordinance **#O-2024-16** to Levy And Impose A One Percent Sales And Use Tax, Subject To A Referendum, Within Jasper County Pursuant To Section 4-37-30 Of The Code Of Laws Of South Carolina 1976, As Amended; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which Such Tax May Be Imposed; To Provide The Estimated Cost Of The Projects Funded From The Proceeds Of The Tax; To Provide For A County-Wide Referendum On The Imposition Of The Sales And Use Tax And The Issuance Of General Obligation Bonds And To Prescribe The Contents Of The Ballot Questions In The Referendum; To Provide For The Conduct Of The Referendum By The Board Of Voter Registration And Elections Of Jasper County; To Provide For The Administration Of The Tax, If Approved; To Provide For The Payment Of The Tax, If Approved; And To Provide For Other Matters Relating Thereto (*1st reading 05.06.2024; Public Hearing began on 06.24.2024 and continued on 07.15.2024; 2nd reading 07.15.2024*)

Minutes
07.24.2024

Mr. Fulghum was present to address this request and discuss the next steps for this item to approve 3rd reading of Ordinance #O-2024-16 to levy and impose a one percent Sales And Use Tax, subject to a referendum, within Jasper County Pursuant to Section 4-37-30 of the Code Of Laws Of South Carolina 1976, as amended; to define the specific purposes and designate the projects for which the proceeds of the tax may be used; to provide the maximum time for which such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a county-wide referendum on the imposition of the Sales and Use Tax and the issuance of General Obligation Bonds and to prescribe the contents of the ballot questions in the referendum; to provide for the conduct of the referendum by the board of voter registration and elections of Jasper County; to provide for the administration of the tax, if approved; to provide for the payment of the tax, if approved; and to provide for other matters relating thereto. Mr. Tedder mentioned that we would be able to educate but no advocate within the community on this item.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

For additional information on this meeting please visit our website for this meeting's agenda e-packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

Adjournment:

Motion to adjourn: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman



JASPER COUNTY COUNCIL SPECIAL EMERGENCY VIRTUAL MEETING

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

Monday, August 5, 2024
MINUTES

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark; Councilman John Kemp and Councilman Rowell

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

Call to Order:

Chairman Sauls called the meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

Pledge to the Flag and Invocation: The Pledge to the Flag was given and the Invocation was given by Chairman Sauls.

Approval of Agenda:

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Chief Russell Wells: Tropical Storm Debby Update

Chief Wells gave an update on Hurricane Debby. He showed how the forecast for the slow moving system was progressing and noted its potential to regain strength.

Resolution/Proclamation

David Tedder - RESOLUTION/PROCLAMATION DECLARING STATE OF EMERGENCY IN JASPER COUNTY DUE TO TROPICAL STORM DEBBY

Mr. Tedder was present to review and address this request for the resolution/proclamation declaring state of emergency in Jasper County due to Tropical Storm Debby.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

For additional information on this meeting please visit our website for this meeting's agenda e-packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

Adjournment:

Motion to adjourn: Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV
Chairman

AGENDA

ITEM # 28