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Citizens may sign 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 1PM on the meeting date by emailing comments@jaspercountysc.gov (Ordinance #08-17)

To participate in a **Public Hearing for a specific agenda item**, email written public comments to comments@jaspercountysc.gov by 1:00PM on Monday, September 15, 2025, 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:

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

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



JASPER COUNTY COUNCIL COUNCIL WORKSHOP AND MEETING

City of Hardeeville City Hall
205 Main Street, Hardeeville, SC. 29927

Monday, September 15, 2025
AGENDA

5:00PM Workshop

➤ Please silence your phones during the Workshop

Call the Workshop to Order by Chairman Kemp:

- Budget Adjustments and Budget Amendments
 - PubliQ Software Contract for 2025 Printing of Reappraisal Notices
 - General Discussion
-

6:00PM Council Meeting

1. Call the Council Meeting to Order by Chairman Kemp

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 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.

CONSENT AGENDA

4. Approval of the Minutes of 05.12.2025

5. **Brittany Ward** – Consideration of the **3rd 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. *(1st reading 07.21.2025; Public hearing held 08.18.2025; 2nd reading 09.02.2025)*

6. **Kimberly Burgess** – Consideration to Authorize the County Administrator to Execute PubliQ, LLC contract for Printing of 2025 Reappraisal Notices

7. **Taylor Boykin** – Consideration of the **3rd 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. *(1st Reading 08.18.2025; Public Hearing and 2nd Reading 09.02.2025)* CCBCC Operations, LLC.

8. Approval of the Regular Agenda:

PRESENTATION

9. **Chief Russell Wells**: Award Presentation to Kim Recchia for being selected from Fire News as one of the 2025 Training Officers of the Year.

10. CHAIRMAN KEMP'S COMMENTS:

CITIZEN COMMENTS:

11. 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.

RESOLUTIONS

12. **Kimberly Burgess and Sheriff Malphrus** - Consideration of a Resolution **#R-2025-52** to Reinstate Certain Emergency Services Property Previously Declared as Surplus Pursuant to Section 2-425 of the Jasper County Code of Ordinances in Resolution #R-2025-38 on June 16, 2025, and to Authorize its Transfer to the Jasper County Sheriff's Office. *(Removed from the 09.02.2025 Agenda)*

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

13. **Kimberly Burgess** – Consideration of the **1st Reading** of an Ordinance of Jasper County Council to Amend Jasper County Ordinance O-2024-13, the Fiscal Year 2025 Jasper County Budget, to Provide for Amendments to the Budget and to Carryover Approved Lapsing Funds to Fiscal Year 2026; to Amend Jasper County

Ordinance O-2025-14, the Fiscal Year 2026 Jasper County Budget, to Provide for amendments to the Budget Resulting From the Carryover of Approved Lapsing Funds From Fiscal Year 2025; to Amend Certain Revenue Items; to Incorporate the Reclassification of Certain Line Items, to Amend for Fiscal Year 2026 Expenditures, the Inclusion of Additional Appropriations, and Matters Related Thereto.

14. [Lisa Wagner](#) – Consideration of [1st Reading](#) of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located along Smith Manker Road, bearing Jasper County Tax Map Number 051-00-11-003, consisting of 5.09 acres from the Rural Preservation Zone and Residential Zone to the Residential Zone on the Jasper County Official Zoning Map.

15. [Lisa Wagner](#) – Consideration of [1st Reading](#) an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 398 Mendez Farm Road, bearing Jasper County Tax Map Number 040-00-02-105, consisting of 1 acre from the Rural Preservation Zone to the Residential Zone on the Jasper County Official Zoning Map.

16. [Lisa Wagner](#) – Consideration of [1st Reading](#) of an Ordinance to Amend the Jasper County Land Development Regulations, Article 2.1.4, Minor Site Plan to add site improvements to the definition of Minor Site Plan.

17. [Kimberly Burgess and Corey Bivens](#) – Consideration and acceptance of Curb Appeal Landscape proposal for lawn and landscape services at Jasper County Community Centers and the Jasper Ridgeland Youth Baseball (JRYB) fields.

18. [Kimberly Burgess and Jim Iwanicki](#) – Consideration and acceptance of Blythe Construction bid for #57 Stone purchase and delivery to Jasper County Engineering Services.

19. [Kimberly Burgess](#) – Consideration to Authorize the County Administrator to Purchase Code Enforcement Software Not To Exceed \$45,000.

20. Administrator's Report:

21. Councilmember Comments and Discussion:

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 – [Baske v Jasper County et. al;](#)
[Nickel Plate MCIP; Tax Map # 087-00-04-001](#)

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

Return to Open Session

- 22.1 Action coming out of Executive Session

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

23. Adjournment:

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

AGENDA
WORKSHOP
ITEM:

Budget Adjustments and
Budget Amendments

			2025 Adopted Budget	2025 Amended Budget	Proposed Amendment	2025 Proposed Amended Budget 9.15.25	2025 Actual Amount		2026 Adopted	Proposed Amendments	2026 Amended Budget
Fund:	G/L Account Number	Account Description									
	010 - GENERAL FUND										
EXPENDITURES											
LAPSING FUNDS											
	010-058-2430	EQUIPMENT	60,000.00	279,386.00	(248,700.00)	30,700.00	30,713.91		269,000.00	248,700.00	517,700.00
	010-058-5095	BUILDING REPAIRS	150,000.00	450,000.00	(14,400.00)	435,600.00	435,611.89		150,000.00	14,400.00	164,400.00
	010-060-5000	PLANNING EXPENSES	110,000.00	110,000.00	(81,300.00)	28,700.00	28,708.67	0.00		81,300.00	81,300.00
	010-062-3772	CONSULTING SERVICES	250,000.00	977,333.00	(818,900.00)	158,400.00	158,439.53		330,000.00	643,400.00	973,400.00
	010-072-2440	OFFICE EQUIPMENT	20,000.00	20,000.00	(16,000.00)	4,000.00	4,007.32		20,000.00	16,000.00	36,000.00
	010-077-5040	PARK DEVELOPMENT	400,000.00	531,777.00	(390,700.00)	141,100.00	141,042.75		400,000.00	390,700.00	790,700.00
	010-078-5040	PARK DEVELOPMENT	400,000.00	441,663.00	(51,900.00)	389,800.00	389,763.62		350,000.00	51,900.00	401,900.00
	010-081-2430	EQUIPMENT	144,000.00	194,000.00	(33,100.00)	160,900.00	160,895.01		270,000.00	33,100.00	303,100.00
	010-083-5095	BUILDING REPAIRS	85,000.00	85,000.00	(21,700.00)	63,300.00	63,319.68		105,000.00	21,700.00	126,700.00
	010-084-3752	CAPITAL OUTLAY	39,500.00	39,500.00	(39,500.00)	0.00	0.00		39,500.00	39,500.00	79,000.00
	010-095-3752	CAPITAL OUTLAY	0.00	1,270,875.00	608,494.37	1,879,369.37	1,879,369.37		400,000.00	0.00	400,000.00
	010-095-5095	BUILDING REPAIRS	127,000.00	127,000.00	(127,000.00)	0.00	0.00		700,000.00	127,000.00	827,000.00
		TOTAL LAPSING FUNDS	1,785,500.00	4,526,534.00	(1,234,705.63)	3,291,869.37	3,291,871.75		3,033,500.00	1,667,700.00	4,701,200.00
OTHER EXPENDITURES											
	010-045-2000	SALARIES & WAGES	819,000.00	865,900.00	(128,700.00)	737,227.03	737,227.03		776,000.00	0.00	776,000.00
	010-046-2000	SALARIES & WAGES	4,000,000.00	4,246,800.00	(119,100.00)	4,127,651.17	4,127,651.17		4,350,000.00	0.00	4,350,000.00
	010-047-2000	SALARIES & WAGES	228,000.00	241,000.00	(12,800.00)	228,192.13	228,192.13		280,300.00	0.00	280,300.00
	010-048-2000	SALARIES & WAGES	667,500.00	1,001,300.00	(322,100.00)	679,171.99	679,171.99		1,045,000.00	0.00	1,045,000.00
	010-049-2000	SALARIES & WAGES	474,000.00	583,400.00	55,900.00	639,294.56	639,294.56		671,000.00	0.00	671,000.00
	010-050-2000	SALARIES & WAGES	142,000.00	149,300.00	(15,900.00)	133,397.97	133,397.97		149,300.00	0.00	149,300.00
	010-053-2000	SALARIES & WAGES	133,000.00	139,800.00	(19,900.00)	119,851.68	119,851.68		157,800.00	0.00	157,800.00
	010-057-2000	SALARIES & WAGES	3,600,000.00	4,797,100.00	(618,500.00)	4,178,593.99	4,178,593.99		4,845,900.00	0.00	4,845,900.00
	010-058-2000	SALARIES & WAGES	1,485,000.00	1,222,600.00	(118,800.00)	1,103,783.96	1,103,783.96		1,948,200.00	0.00	1,948,200.00
	010-060-2000	SALARIES & WAGES	190,600.00	200,300.00	(64,700.00)	135,556.37	135,556.37		213,300.00	0.00	213,300.00
	010-061-2000	SALARIES & WAGES	220,000.00	387,300.00	(155,100.00)	232,190.85	232,190.85		340,000.00	0.00	340,000.00
	010-063-2000	SALARIES & WAGES	301,500.00	317,000.00	77,900.00	394,940.05	394,940.05		590,000.00	0.00	590,000.00
	010-064-2000	SALARIES & WAGES	200,000.00	210,400.00	(44,600.00)	165,837.23	165,837.23		200,000.00	0.00	200,000.00
	010-065-2000	SALARIES & WAGES	130,000.00	136,800.00	(10,700.00)	126,137.60	126,137.60		136,800.00	0.00	136,800.00
	010-068-2000	SALARIES & WAGES	101,500.00	106,800.00	(15,000.00)	91,778.86	91,778.86		105,000.00	0.00	105,000.00
	010-069-2000	SALARIES & WAGES	592,400.00	622,900.00	(31,200.00)	591,691.01	591,691.01		621,000.00	0.00	621,000.00
	010-074-2000	SALARIES & WAGES	138,500.00	145,600.00	19,900.00	165,533.64	165,533.64		169,500.00	0.00	169,500.00
	010-077-2000	SALARIES & WAGES	140,600.00	147,800.00	(34,600.00)	113,217.12	113,217.12		79,000.00	0.00	79,000.00
	010-078-2000	SALARIES & WAGES	173,000.00	173,000.00	(53,700.00)	119,334.63	119,334.63		176,000.00	0.00	176,000.00
	010-080-2000	SALARIES & WAGES	140,000.00	147,300.00	(17,700.00)	129,553.38	129,553.38		174,100.00	0.00	174,100.00
	010-081-2000	SALARIES & WAGES	309,400.00	327,300.00	61,800.00	389,131.81	389,131.81		515,000.00	0.00	515,000.00
	010-082-2000	SALARIES & WAGES	103,900.00	109,400.00	(14,800.00)	94,649.54	94,649.54		117,700.00	0.00	117,700.00
	010-083-2000	SALARIES & WAGES	182,600.00	192,100.00	(44,100.00)	148,048.86	148,048.86		215,100.00	0.00	215,100.00
	010-084-2000	SALARIES & WAGES	165,000.00	189,600.00	(14,000.00)	175,603.94	175,603.94		220,400.00	0.00	220,400.00
	010-086-2000	SALARIES & WAGES	184,300.00	231,800.00	(70,700.00)	161,080.31	161,080.31		197,000.00	0.00	197,000.00
	010-101-2000	SALARIES & WAGES	260,400.00	273,800.00	10,900.00	284,715.22	284,715.22		292,800.00	0.00	292,800.00
	010-103-2000	SALARIES & WAGES	181,100.00	190,600.00	(69,300.00)	121,304.62	121,304.62		190,600.00	0.00	190,600.00
	010-046-2001	PART-TIME SALARIES	200,000.00	200,000.00	70,500.00	270,528.80	270,528.80		210,000.00	0.00	210,000.00
	010-048-2001	PART-TIME SALARIES	123,000.00	123,000.00	(64,800.00)	58,216.29	58,216.29		63,000.00	0.00	63,000.00
	010-056-2001	PART-TIME SALARIES	20,800.00	20,800.00	(17,900.00)	2,887.50	2,887.50		20,800.00	0.00	20,800.00
	010-057-2001	PART-TIME SALARIES	28,200.00	28,200.00	(23,100.00)	5,065.92	5,065.92		28,200.00	0.00	28,200.00
	010-072-2001	PART-TIME SALARIES	60,000.00	60,000.00	64,200.00	124,162.55	124,162.55		70,000.00	0.00	70,000.00
	010-075-2001	PART-TIME SALARIES	151,800.00	160,000.00	(35,500.00)	124,498.29	124,498.29		47,800.00	0.00	47,800.00
	010-081-2001	PART-TIME SALARIES	25,000.00	25,000.00	(16,100.00)	8,868.07	8,868.07		25,000.00	0.00	25,000.00
	010-084-2001	PART-TIME SALARIES	292,300.00	292,300.00	(18,300.00)	273,988.87	273,988.87		344,100.00	0.00	344,100.00
	010-057-2002	RESERVE OFFICERS	10,000.00	10,000.00	(8,600.00)	1,400.00	1,351.19		10,000.00	0.00	10,000.00
	010-053-2003	CONTRACT LABOR	50,000.00	50,000.00	(14,000.00)	36,032.00	36,032.00		50,000.00	0.00	50,000.00
	010-057-2003	CONTRACT LABOR	15,000.00	15,000.00	(5,800.00)	9,168.62	9,168.62	0.00		0.00	0.00
	010-058-2003	CONTRACT LABOR	0.00	350,000.00	242,600.00	592,602.33	592,602.33		350,000.00	0.00	350,000.00
	010-063-2003	CONTRACT LABOR	40,000.00	40,000.00	(28,100.00)	11,918.18	11,918.18		2,500.00	0.00	2,500.00

010-046-2007	SALARY YEAR END ACCRUALS	0.00	0.00	207,500.00	207,549.26	207,549.26	0.00	0.00	0.00
010-047-2007	SALARY YEAR END ACCRUALS	0.00	0.00	9,700.00	9,716.85	9,716.85	0.00	0.00	0.00
010-048-2007	SALARY YEAR END ACCRUALS	0.00	0.00	39,500.00	39,484.12	39,484.12	0.00	0.00	0.00
010-050-2007	SALARY YEAR END ACCRUALS	0.00	0.00	5,900.00	5,945.47	5,945.47	0.00	0.00	0.00
010-051-2007	SALARY YEAR END ACCRUALS	0.00	0.00	11,000.00	10,981.41	10,981.41	0.00	0.00	0.00
010-053-2007	SALARY YEAR END ACCRUALS	0.00	0.00	7,000.00	7,047.74	7,047.74	0.00	0.00	0.00
010-054-2007	SALARY YEAR END ACCRUALS	0.00	0.00	32,400.00	32,370.01	32,370.01	0.00	0.00	0.00
010-055-2007	SALARY YEAR END ACCRUALS	0.00	0.00	2,300.00	2,321.47	2,321.47	0.00	0.00	0.00
010-056-2007	SALARY YEAR END ACCRUALS	0.00	0.00	8,800.00	8,810.33	8,810.33	0.00	0.00	0.00
010-057-2007	SALARY YEAR END ACCRUALS	0.00	0.00	246,800.00	246,750.44	246,750.44	0.00	0.00	0.00
010-058-2007	SALARY YEAR END ACCRUALS	0.00	0.00	81,900.00	81,928.25	81,928.25	0.00	0.00	0.00
010-060-2007	SALARY YEAR END ACCRUALS	0.00	0.00	6,200.00	6,167.83	6,167.83	0.00	0.00	0.00
010-061-2007	SALARY YEAR END ACCRUALS	0.00	0.00	10,500.00	10,517.84	10,517.84	0.00	0.00	0.00
010-063-2007	SALARY YEAR END ACCRUALS	0.00	0.00	27,900.00	27,868.52	27,868.52	0.00	0.00	0.00
010-064-2007	SALARY YEAR END ACCRUALS	0.00	0.00	8,200.00	8,228.70	8,228.70	0.00	0.00	0.00
010-065-2007	SALARY YEAR END ACCRUALS	0.00	0.00	7,800.00	7,778.60	7,778.60	0.00	0.00	0.00
010-066-2007	SALARY YEAR END ACCRUALS	0.00	0.00	8,100.00	8,105.45	8,105.45	0.00	0.00	0.00
010-067-2007	SALARY YEAR END ACCRUALS	0.00	0.00	13,500.00	13,477.80	13,477.80	0.00	0.00	0.00
010-068-2007	SALARY YEAR END ACCRUALS	0.00	0.00	4,900.00	4,858.09	4,858.09	0.00	0.00	0.00
010-069-2007	SALARY YEAR END ACCRUALS	0.00	0.00	25,900.00	25,942.38	25,942.38	0.00	0.00	0.00
010-072-2007	SALARY YEAR END ACCRUALS	0.00	0.00	7,300.00	7,286.99	7,286.99	0.00	0.00	0.00
010-074-2007	SALARY YEAR END ACCRUALS	0.00	0.00	7,400.00	7,420.21	7,420.21	0.00	0.00	0.00
010-075-2007	SALARY YEAR END ACCRUALS	0.00	0.00	5,700.00	5,688.06	5,688.06	0.00	0.00	0.00
010-076-2007	SALARY YEAR END ACCRUALS	0.00	0.00	4,200.00	4,240.98	4,240.98	0.00	0.00	0.00
010-077-2007	SALARY YEAR END ACCRUALS	0.00	0.00	3,700.00	3,740.00	3,740.00	0.00	0.00	0.00
010-078-2007	SALARY YEAR END ACCRUALS	0.00	0.00	4,500.00	4,452.99	4,452.99	0.00	0.00	0.00
010-080-2007	SALARY YEAR END ACCRUALS	0.00	0.00	7,400.00	7,439.26	7,439.26	0.00	0.00	0.00
010-081-2007	SALARY YEAR END ACCRUALS	0.00	0.00	25,200.00	25,237.93	25,237.93	0.00	0.00	0.00
010-082-2007	SALARY YEAR END ACCRUALS	0.00	0.00	2,700.00	2,714.36	2,714.36	0.00	0.00	0.00
010-083-2007	SALARY YEAR END ACCRUALS	0.00	0.00	6,800.00	6,805.85	6,805.85	0.00	0.00	0.00
010-084-2007	SALARY YEAR END ACCRUALS	0.00	0.00	27,500.00	27,452.50	27,452.50	0.00	0.00	0.00
010-085-2007	SALARY YEAR END ACCRUALS	0.00	0.00	7,200.00	7,199.98	7,199.98	0.00	0.00	0.00
010-086-2007	SALARY YEAR END ACCRUALS	0.00	0.00	8,900.00	8,863.84	8,863.84	0.00	0.00	0.00
010-093-2007	SALARY YEAR END ACCRUALS	0.00	0.00	1,900.00	1,866.85	1,866.85	0.00	0.00	0.00
010-094-2007	SALARY YEAR END ACCRUALS	0.00	0.00	3,700.00	3,666.39	3,666.39	0.00	0.00	0.00
010-096-2007	SALARY YEAR END ACCRUALS	0.00	0.00	4,000.00	3,985.41	3,985.41	0.00	0.00	0.00
010-098-2007	SALARY YEAR END ACCRUALS	0.00	0.00	1,800.00	1,761.98	1,761.98	0.00	0.00	0.00
010-099-2007	SALARY YEAR END ACCRUALS	0.00	0.00	2,000.00	1,950.77	1,950.77	0.00	0.00	0.00
010-101-2007	SALARY YEAR END ACCRUALS	0.00	0.00	13,000.00	13,032.81	13,032.81	0.00	0.00	0.00
010-102-2007	SALARY YEAR END ACCRUALS	0.00	0.00	8,500.00	8,517.15	8,517.15	0.00	0.00	0.00
010-045-2020	OVERTIME	83,000.00	83,000.00	20,700.00	103,697.50	103,697.50	83,000.00	0.00	83,000.00
010-046-2020	OVERTIME	550,000.00	550,000.00	97,700.00	647,702.24	647,702.24	550,000.00	0.00	550,000.00
010-048-2020	OVERTIME	275,000.00	275,000.00	(96,000.00)	179,042.61	179,042.61	175,000.00	0.00	175,000.00
010-054-2020	OVERTIME	82,000.00	82,000.00	21,000.00	102,976.43	102,976.43	82,000.00	0.00	82,000.00
010-057-2020	OVERTIME	165,000.00	165,000.00	50,700.00	215,686.25	215,686.25	165,000.00	0.00	165,000.00
010-072-2020	OVERTIME	0.00	0.00	12,600.00	12,631.10	12,631.10	0.00	0.00	0.00
010-084-2020	OVERTIME	25,000.00	25,000.00	44,700.00	69,741.77	69,741.77	25,000.00	0.00	25,000.00
010-046-2030	FICA-EMPLOYER CONTRIB.	370,800.00	370,800.00	16,500.00	387,329.23	387,329.23	425,300.00	0.00	425,300.00
010-048-2030	FICA-EMPLOYER CONTRIB.	81,600.00	81,600.00	(11,300.00)	70,255.73	70,255.73	110,400.00	0.00	110,400.00
010-049-2030	FICA-EMPLOYER CONTRIB.	36,500.00	36,500.00	12,900.00	49,395.28	49,395.28	51,600.00	0.00	51,600.00
010-054-2030	FICA-EMPLOYER CONTRIB.	49,000.00	49,000.00	13,700.00	62,695.81	62,695.81	64,500.00	0.00	64,500.00
010-057-2030	FICA-EMPLOYER CONTRIB.	288,000.00	288,000.00	45,000.00	333,002.21	333,002.21	383,000.00	0.00	383,000.00
010-058-2030	FICA-EMPLOYER CONTRIB.	114,000.00	114,000.00	(13,800.00)	100,186.30	100,186.30	149,000.00	0.00	149,000.00
010-046-2036	S.C. RETIREMENT-EMPLOYER	46,400.00	46,400.00	(19,000.00)	27,439.42	27,439.42	24,000.00	0.00	24,000.00
010-048-2036	S.C. RETIREMENT-EMPLOYER	210,600.00	210,600.00	(47,200.00)	163,378.79	163,378.79	267,800.00	0.00	267,800.00
010-049-2036	S.C. RETIREMENT-EMPLOYER	68,800.00	68,800.00	56,600.00	125,390.87	125,390.87	125,000.00	0.00	125,000.00
010-054-2036	S.C. RETIREMENT-EMPLOYER	0.00	0.00	6,000.00	5,984.31	5,984.31	0.00	0.00	0.00
010-057-2036	S.C. RETIREMENT-EMPLOYER	47,000.00	47,000.00	12,100.00	59,116.68	59,116.68	72,000.00	0.00	72,000.00
010-058-2036	S.C. RETIREMENT-EMPLOYER	28,000.00	28,000.00	26,700.00	54,740.66	54,740.66	34,700.00	0.00	34,700.00
010-060-2036	S.C. RETIREMENT-EMPLOYER	37,700.00	37,700.00	(9,000.00)	28,678.29	28,678.29	38,400.00	0.00	38,400.00
010-063-2036	S.C. RETIREMENT-EMPLOYER	62,600.00	62,600.00	5,200.00	67,848.25	67,848.25	94,600.00	0.00	94,600.00
010-064-2036	S.C. RETIREMENT-EMPLOYER	28,700.00	28,700.00	(5,300.00)	23,354.03	23,354.03	22,300.00	0.00	22,300.00
010-069-2036	S.C. RETIREMENT-EMPLOYER	117,100.00	117,100.00	(10,500.00)	106,552.25	106,552.25	116,200.00	0.00	116,200.00
010-077-2036	S.C. RETIREMENT-EMPLOYER	28,000.00	28,000.00	(12,700.00)	15,287.69	15,287.69	15,000.00	0.00	15,000.00
010-078-2036	S.C. RETIREMENT-EMPLOYER	34,200.00	34,200.00	(12,700.00)	21,522.88	21,522.88	33,500.00	0.00	33,500.00

010-081-2036	S.C. RETIREMENT-EMPLOYER	61,200.00	61,200.00	19,200.00	80,414.39	80,414.39	104,000.00	0.00	104,000.00
010-083-2036	S.C. RETIREMENT-EMPLOYER	36,100.00	36,100.00	(7,600.00)	28,500.21	28,500.21	40,600.00	0.00	40,600.00
010-084-2036	S.C. RETIREMENT-EMPLOYER	95,300.00	95,300.00	(19,100.00)	76,238.20	76,238.20	109,400.00	0.00	109,400.00
010-086-2036	S.C. RETIREMENT-EMPLOYER	36,600.00	36,600.00	(5,500.00)	31,077.62	31,077.62	36,600.00	0.00	36,600.00
010-094-2036	S.C. RETIREMENT-EMPLOYER	7,700.00	7,700.00	8,000.00	15,726.99	15,726.99	7,700.00	10,100.00	17,800.00
010-096-2036	S.C. RETIREMENT-EMPLOYER	7,200.00	7,200.00	8,900.00	16,128.77	16,128.77	7,100.00	10,500.00	17,600.00
010-101-2036	S.C. RETIREMENT-EMPLOYER	50,300.00	50,300.00	5,200.00	55,458.73	55,458.73	54,800.00	0.00	54,800.00
010-103-2036	S.C. RETIREMENT-EMPLOYER	35,800.00	35,800.00	(12,200.00)	23,598.53	23,598.53	36,200.00	0.00	36,200.00
010-046-2038	POLICE OFFICER RET.-EMPLOYER	987,800.00	987,800.00	88,200.00	1,076,013.71	1,076,013.71	1,181,000.00	0.00	1,181,000.00
010-054-2038	POLICE OFFICER RET.-EMPLOYER	164,200.00	164,200.00	15,500.00	179,709.86	179,709.86	178,900.00	0.00	178,900.00
010-057-2038	POLICE OFFICER RET.-EMPLOYER	784,000.00	784,000.00	109,300.00	893,260.93	893,260.93	984,000.00	0.00	984,000.00
010-058-2038	POLICE OFFICER RET.-EMPLOYER	300,000.00	300,000.00	(70,700.00)	229,303.18	229,303.18	374,200.00	0.00	374,200.00
010-094-2038	POLICE OFFICER RET.-EMPLOYER	10,100.00	10,100.00	(10,100.00)	0.00	0.00	10,100.00	(10,100.00)	0.00
010-096-2038	POLICE OFFICER RET.-EMPLOYER	10,000.00	10,000.00	(10,000.00)	0.00	0.00	10,500.00	(10,500.00)	0.00
010-046-2040	MEDICAL INSURANCE	474,000.00	474,000.00	83,900.00	557,909.90	557,909.90	661,000.00	0.00	661,000.00
010-047-2040	MEDICAL INSURANCE	47,500.00	47,500.00	(20,300.00)	27,249.56	27,249.56	36,000.00	0.00	36,000.00
010-048-2040	MEDICAL INSURANCE	80,000.00	80,000.00	7,700.00	87,657.61	87,657.61	206,700.00	0.00	206,700.00
010-049-2040	MEDICAL INSURANCE	48,300.00	48,300.00	18,600.00	66,943.06	66,943.06	69,000.00	0.00	69,000.00
010-050-2040	MEDICAL INSURANCE	51,700.00	51,700.00	(9,400.00)	42,281.17	42,281.17	43,400.00	0.00	43,400.00
010-054-2040	MEDICAL INSURANCE	125,500.00	125,500.00	(27,200.00)	98,321.06	98,321.06	107,200.00	0.00	107,200.00
010-057-2040	MEDICAL INSURANCE	563,000.00	563,000.00	42,000.00	605,006.32	605,006.32	794,200.00	0.00	794,200.00
010-058-2040	MEDICAL INSURANCE	251,000.00	251,000.00	(99,800.00)	151,230.63	151,230.63	378,000.00	0.00	378,000.00
010-060-2040	MEDICAL INSURANCE	32,800.00	32,800.00	(10,400.00)	22,356.16	22,356.16	44,200.00	0.00	44,200.00
010-062-2040	MEDICAL INSURANCE	476,000.00	476,000.00	10,900.00	486,863.97	486,863.97	507,000.00	0.00	507,000.00
010-063-2040	MEDICAL INSURANCE	37,800.00	37,800.00	15,400.00	53,208.69	53,208.69	101,300.00	0.00	101,300.00
010-064-2040	MEDICAL INSURANCE	35,000.00	35,000.00	(12,700.00)	22,337.83	22,337.83	20,000.00	0.00	20,000.00
010-069-2040	MEDICAL INSURANCE	86,700.00	86,700.00	15,500.00	102,245.23	102,245.23	132,700.00	0.00	132,700.00
010-075-2040	MEDICAL INSURANCE	6,000.00	6,000.00	5,300.00	11,320.49	11,320.49	17,900.00	0.00	17,900.00
010-076-2040	MEDICAL INSURANCE	27,000.00	27,000.00	(10,600.00)	16,400.96	16,400.96	18,200.00	0.00	18,200.00
010-077-2040	MEDICAL INSURANCE	28,700.00	28,700.00	(22,500.00)	6,191.56	6,191.56	6,800.00	0.00	6,800.00
010-078-2040	MEDICAL INSURANCE	22,700.00	22,700.00	(17,600.00)	5,146.79	5,146.79	25,400.00	0.00	25,400.00
010-081-2040	MEDICAL INSURANCE	36,800.00	36,800.00	18,800.00	55,619.72	55,619.72	80,200.00	0.00	80,200.00
010-083-2040	MEDICAL INSURANCE	45,500.00	45,500.00	(10,500.00)	35,045.82	35,045.82	50,800.00	0.00	50,800.00
010-101-2040	MEDICAL INSURANCE	36,900.00	36,900.00	(11,900.00)	24,955.42	24,955.42	32,000.00	0.00	32,000.00
010-103-2040	MEDICAL INSURANCE	44,100.00	44,100.00	(21,700.00)	22,445.34	22,445.34	37,000.00	0.00	37,000.00
010-057-2050	TORT INSURANCE	89,200.00	89,200.00	(22,300.00)	66,876.57	66,876.57	68,000.00	0.00	68,000.00
010-058-2050	TORT INSURANCE	56,300.00	56,300.00	(14,100.00)	42,210.21	42,210.21	43,000.00	0.00	43,000.00
010-045-2060	WORKER'S COMPENSATION	77,900.00	77,900.00	(58,800.00)	19,074.18	19,074.18	23,000.00	0.00	23,000.00
010-046-2060	WORKER'S COMPENSATION	461,000.00	461,000.00	(316,000.00)	144,952.59	144,952.59	150,300.00	0.00	150,300.00
010-047-2060	WORKER'S COMPENSATION	21,200.00	21,200.00	(14,100.00)	7,066.25	7,066.25	8,400.00	0.00	8,400.00
010-048-2060	WORKER'S COMPENSATION	30,000.00	30,000.00	(12,600.00)	17,423.02	17,423.02	12,000.00	0.00	12,000.00
010-056-2060	WORKER'S COMPENSATION	16,700.00	16,700.00	(13,000.00)	3,702.35	3,702.35	8,800.00	0.00	8,800.00
010-057-2060	WORKER'S COMPENSATION	123,000.00	123,000.00	(46,000.00)	77,018.88	77,018.88	97,500.00	0.00	97,500.00
010-058-2060	WORKER'S COMPENSATION	56,600.00	56,600.00	(15,800.00)	40,840.33	40,840.33	88,200.00	0.00	88,200.00
010-081-2060	WORKER'S COMPENSATION	31,800.00	31,800.00	(20,600.00)	11,173.94	11,173.94	16,200.00	0.00	16,200.00
010-084-2060	WORKER'S COMPENSATION	26,700.00	26,700.00	(14,500.00)	12,221.48	12,221.48	17,000.00	0.00	17,000.00
EMPLOYEE COSTS		25,242,100.00	27,694,000.00	(985,900.00)	26,708,346.60	26,708,297.79	30,142,000.00	0.00	30,142,000.00
010-045-2310	VEHICLE INSURANCE	20,000.00	20,000.00	(20,000.00)	0.00	0.00	20,000.00	0.00	0.00
010-045-2430	EQUIPMENT	144,000.00	201,953.00	(127,000.00)	75,000.00	74,975.02	94,000.00	-	94,000.00
010-045-5055	FIREFIGHTER PHYSICALS	15,000.00	15,000.00	(12,000.00)	3,025.00	3,025.00	5,000.00	0.00	0.00
010-046-2320	VEHICLE MAINTENANCE	300,000.00	300,000.00	38,300.00	338,262.67	338,262.67	300,000.00	0.00	0.00
010-046-2400	MAINTENANCE CONTRACTS	340,000.00	340,000.00	(148,900.00)	191,136.88	191,136.88	340,000.00	0.00	0.00
010-046-2430	EQUIPMENT	300,000.00	339,880.00	(216,800.00)	123,100.00	123,033.18	150,000.00	-	150,000.00
010-046-2460	COMPUTER EQUIPMENT	25,000.00	25,000.00	(17,000.00)	8,040.36	8,040.36	15,000.00	-	15,000.00
010-046-2610	TRAVEL & TRAINING	265,000.00	265,000.00	(110,700.00)	154,321.83	154,321.83	160,000.00	0.00	0.00
010-046-3430	MEDICAL CONTROL PHYSICIAN	45,000.00	45,000.00	(44,900.00)	59.47	59.47	-	0.00	0.00
010-046-3752	CAPITAL OUTLAY	0.00	566,606.00	(409,700.00)	156,900.00	156,923.75	-	-	-
010-046-4130	FIREMEN-SUPPLEMENTAL INSURANCE	60,000.00	60,000.00	(20,400.00)	39,583.00	39,583.00	40,000.00	0.00	0.00
010-046-4708	VEHICLE/EQUIP. LEASE PAYMENTS	101,100.00	101,100.00	28,700.00	129,796.26	129,796.26	454,800.00	0.00	0.00
010-046-5055	FIREFIGHTER PHYSICALS	45,000.00	45,000.00	(18,600.00)	26,378.00	26,378.00	35,000.00	0.00	0.00
010-046-5095	BUILDING REPAIRS	200,000.00	399,376.00	(321,600.00)	77,800.00	77,783.33	200,000.00	-	200,000.00
010-047-2400	MAINTENANCE CONTRACTS	25,000.00	25,000.00	(22,700.00)	2,310.00	2,310.00	25,000.00	0.00	0.00

010-047-2430	EQUIPMENT	35,000.00	35,000.00	(17,400.00)	17,600.00	17,570.34	25,000.00	-	25,000.00
010-047-5045	EMERGENCY EQUIPMENT	50,000.00	78,509.00	(36,500.00)	42,000.00	42,033.57	40,000.00	-	40,000.00
010-048-2400	MAINTENANCE CONTRACTS	119,000.00	119,000.00	(19,200.00)	99,817.80	99,817.80	119,000.00	0.00	0.00
010-048-2410	RADIO MAINTENANCE	229,500.00	229,500.00	(100,000.00)	129,535.96	129,535.96	175,000.00	0.00	0.00
010-048-2412	PALMETTO 800-RADIO CONTRACT	202,000.00	202,000.00	(64,700.00)	137,304.45	137,304.45	160,000.00	0.00	0.00
010-048-2430	EQUIPMENT	130,000.00	130,000.00	(127,400.00)	2,600.00	2,575.80	65,000.00	-	65,000.00
010-048-2450	DISPATCH EQUIPMENT	15,000.00	15,000.00	(10,800.00)	4,200.00	4,221.28	15,000.00	-	15,000.00
010-048-2832	TRANSLATOR SERVICES	0.00	0.00	14,700.00	14,680.48	14,680.48	15,000.00	0.00	0.00
010-048-3752	CAPITAL OUTLAY	0.00	750,819.00	(537,100.00)	213,700.00	213,745.03	-	-	-
010-048-5095	BUILDING REPAIRS	50,000.00	50,000.00	(47,400.00)	2,600.00	2,591.00	-	-	-
010-049-2100	TELEPHONE AND INTERNET SERVICES	366,000.00	366,000.00	31,600.00	397,598.02	397,598.02	366,000.00	0.00	0.00
010-049-2110	CELL PHONE SERVICES	130,000.00	130,000.00	(78,400.00)	51,640.34	51,640.34	84,000.00	0.00	0.00
010-049-2200	OFFICE SUPPLIES	11,500.00	11,500.00	14,100.00	25,585.46	25,585.46	11,500.00	0.00	0.00
010-049-2400	MAINTENANCE CONTRACTS	405,000.00	405,000.00	71,900.00	476,871.37	476,871.37	405,000.00	0.00	0.00
010-049-2405	CONTRACTUAL SERVICES	185,000.00	185,000.00	(33,800.00)	151,226.99	151,226.99	185,000.00	0.00	0.00
010-049-2460	COMPUTER EQUIPMENT	27,000.00	27,000.00	(19,300.00)	7,700.00	7,661.39	27,000.00	-	27,000.00
010-049-2463	COMPUTER SOFTWARE	91,000.00	91,000.00	14,800.00	105,766.19	105,766.19	139,000.00	0.00	0.00
010-049-2464	COMPUTER MAINTENANCE	25,000.00	25,000.00	(19,700.00)	5,261.04	5,261.04	25,000.00	0.00	0.00
010-049-2526	GIS EXPENDITURES	85,000.00	85,000.00	13,200.00	98,223.10	98,223.10	144,300.00	0.00	0.00
010-049-2821	DATA PROCESSING INSURANCE PREMIUM	0.00	0.00	11,700.00	11,670.00	11,670.00	12,000.00	0.00	0.00
010-049-4708	VEHICLE/EQUIP. LEASE PAYMENTS	0.00	0.00	11,400.00	11,425.36	11,425.36	14,140.00	0.00	0.00
010-049-4930	TECHNOLOGY UPGRADES	68,500.00	68,500.00	(18,500.00)	49,955.75	49,955.75	68,500.00	0.00	0.00
010-050-2605	ADVERTISING	25,000.00	25,000.00	(18,700.00)	6,329.47	6,329.47	15,000.00	0.00	0.00
010-051-2825	UTILITIES	72,000.00	72,000.00	(17,300.00)	54,687.65	54,687.65	50,000.00	0.00	0.00
010-052-2510	AUDITOR, TREASURER, TAX COLLECTOR SOFTWARE	335,000.00	335,000.00	(17,100.00)	317,895.02	317,895.02	348,000.00	0.00	0.00
010-052-2520	PAYROLL PROCESSING	65,000.00	65,000.00	12,300.00	77,313.57	77,313.57	80,000.00	0.00	0.00
010-053-2405	CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	3,400.00	3,400.00
010-054-2300	GAS, OIL, & GREASE	32,000.00	32,000.00	(32,000.00)	0.00	0.00	32,000.00	0.00	0.00
010-054-2310	VEHICLE INSURANCE	10,500.00	10,500.00	(10,500.00)	0.00	0.00	10,500.00	0.00	0.00
010-054-2400	MAINTENANCE CONTRACTS	50,000.00	50,000.00	(18,200.00)	31,802.87	31,802.87	50,000.00	0.00	0.00
010-054-2435	EQUIPMENT MAINTENANCE	0.00	0.00	15,900.00	15,913.80	15,913.80	0.00	0.00	0.00
010-054-2610	TRAVEL & TRAINING	45,000.00	45,000.00	(45,000.00)	0.00	0.00	25,000.00	0.00	0.00
010-054-2825	UTILITIES	42,000.00	42,000.00	(29,400.00)	12,575.26	12,575.26	14,400.00	0.00	0.00
010-054-5701	DEBT INTEREST	0.00	0.00	45,800.00	45,787.00	45,787.00	45,800.00	0.00	0.00
010-055-2405	CONTRACTUAL SERVICES	8,000.00	8,000.00	32,200.00	40,192.00	40,192.00	22,000.00	0.00	0.00
010-056-2310	VEHICLE INSURANCE	187,200.00	187,200.00	113,500.00	300,714.17	300,714.17	301,000.00	0.00	0.00
010-056-2400	MAINTENANCE CONTRACTS	70,000.00	70,000.00	(14,000.00)	56,016.53	56,016.53	70,000.00	0.00	0.00
010-056-2430	EQUIPMENT	150,000.00	150,000.00	(129,700.00)	20,300.00	20,278.94	78,000.00	-	78,000.00
010-056-2431	MEDICAL SUPPLIES	145,000.00	145,000.00	(114,400.00)	30,596.39	30,596.39	145,000.00	0.00	0.00
010-056-2460	COMPUTER EQUIPMENT	20,000.00	20,000.00	(18,300.00)	1,700.00	1,697.33	10,000.00	-	10,000.00
010-056-2610	TRAVEL & TRAINING	12,000.00	12,000.00	(8,500.00)	3,543.77	3,543.77	12,000.00	0.00	0.00
010-056-2825	UTILITIES	130,000.00	130,000.00	10,100.00	140,113.33	140,113.33	130,000.00	0.00	0.00
010-056-3430	MEDICAL CONTROL PHYSICIAN	0.00	0.00	44,800.00	44,806.45	44,806.45	45,000.00	0.00	0.00
010-056-4708	VEHICLE/EQUIP. LEASE PAYMENTS	0.00	0.00	151,200.00	151,177.83	151,177.83	152,000.00	0.00	0.00
010-056-5095	BUILDING REPAIRS	50,000.00	50,000.00	(44,800.00)	5,200.00	5,193.87	25,000.00	-	25,000.00
010-057-2110	CELL PHONE SERVICES	75,000.00	75,000.00	(15,400.00)	59,639.55	59,639.55	75,000.00	0.00	0.00
010-057-2200	OFFICE SUPPLIES	15,000.00	15,000.00	15,700.00	30,720.53	30,720.53	25,000.00	0.00	0.00
010-057-2300	GAS, OIL, & GREASE	341,000.00	341,000.00	10,100.00	351,059.73	351,059.73	341,000.00	0.00	0.00
010-057-2310	VEHICLE INSURANCE	152,000.00	152,000.00	(27,600.00)	124,392.77	124,392.77	0.00	0.00	0.00
010-057-2320	VEHICLE MAINTENANCE	100,000.00	100,000.00	200,400.00	300,391.89	300,391.89	125,000.00	0.00	0.00
010-057-2400	MAINTENANCE CONTRACTS	559,000.00	559,000.00	(169,000.00)	390,035.36	390,035.36	559,000.00	0.00	0.00
010-057-2430	EQUIPMENT	200,000.00	200,000.00	30,000.00	230,046.55	230,046.55	200,000.00	0.00	0.00
010-057-2460	COMPUTER EQUIPMENT	198,000.00	198,000.00	(106,200.00)	91,800.00	91,841.94	198,000.00	-	198,000.00
010-057-2463	COMPUTER SOFTWARE	2,400.00	2,400.00	11,900.00	14,345.95	14,345.95	28,200.00	0.00	0.00
010-057-2610	TRAVEL & TRAINING	70,000.00	70,000.00	55,900.00	125,917.74	125,917.74	90,000.00	0.00	0.00
010-057-2615	GRANT MATCHING FUNDS	150,000.00	150,000.00	(132,500.00)	17,471.44	17,471.44	150,000.00	0.00	0.00
010-057-2645	UNIFORMS	40,000.00	40,000.00	18,300.00	58,321.04	58,321.04	40,000.00	0.00	0.00
010-057-2870	MEDIA SERVICES	15,000.00	15,000.00	(11,300.00)	3,722.06	3,722.06	15,000.00	0.00	0.00
010-057-2895	CRIME TASK FORCE	70,000.00	70,000.00	(34,100.00)	35,851.60	35,851.60	70,000.00	0.00	0.00
010-057-3752	CAPITAL OUTLAY	228,700.00	228,700.00	(134,100.00)	94,600.00	94,590.23	228,700.00	-	228,700.00
010-057-4708	VEHICLE/EQUIP. LEASE PAYMENTS	678,000.00	678,000.00	61,800.00	739,807.97	739,807.97	782,000.00	0.00	0.00
010-058-2220	JAIL SUPPLIES	71,500.00	71,500.00	(38,700.00)	32,794.79	32,794.79	71,500.00	0.00	0.00
010-058-2280	MAINTENANCE SUPPLIES	25,100.00	25,100.00	13,500.00	38,583.67	38,583.67	25,100.00	0.00	0.00
010-058-2300	GAS, OIL, & GREASE	25,000.00	25,000.00	10,500.00	35,477.22	35,477.22	25,000.00	0.00	0.00

010-058-2400	MAINTENANCE CONTRACTS	150,000.00	150,000.00	11,000.00	160,950.35	160,950.35	150,000.00	0.00	0.00
010-058-2410	RADIO MAINTENANCE	20,000.00	20,000.00	(14,000.00)	6,000.00	6,000.00	20,000.00	0.00	0.00
010-058-2690	INMATE HOUSING	10,000.00	10,000.00	(10,000.00)	0.00	0.00	10,000.00	0.00	0.00
010-058-2700	FOOD SERVICE CONTRACT	335,000.00	335,000.00	135,600.00	470,600.00	470,618.98	420,000.00	0.00	0.00
010-058-2710	MEDICAL SERVICES CONTRACT	306,500.00	316,500.00	16,300.00	332,800.00	332,808.75	365,100.00	0.00	0.00
010-058-2825	UTILITIES	188,800.00	188,800.00	(51,600.00)	137,174.92	137,174.92	188,800.00	0.00	0.00
010-058-4708	VEHICLE/EQUIP. LEASE PAYMENTS	65,000.00	65,000.00	25,100.00	90,092.23	90,092.23	111,000.00	0.00	0.00
010-060-2400	MAINTENANCE CONTRACTS	19,300.00	19,300.00	(15,900.00)	3,358.68	3,358.68	0.00	0.00	0.00
010-062-2290	POSTAGE	15,000.00	15,000.00	101,200.00	116,225.94	116,225.94	75,000.00	0.00	0.00
010-062-2405	CONTRACTUAL SERVICES	325,000.00	325,000.00	44,500.00	369,480.75	369,480.75	325,000.00	0.00	0.00
010-062-2800	AUDIT SERVICES	120,000.00	120,000.00	85,000.00	205,023.75	205,023.75	120,000.00	0.00	0.00
010-062-5701	DEBT INTEREST	0.00	0.00	92,000.00	91,963.38	91,963.38	2,410,300.00	0.00	0.00
010-063-2200	OFFICE SUPPLIES	4,500.00	4,500.00	10,600.00	15,056.32	15,056.32	9,800.00	0.00	0.00
010-063-2405	CONTRACTUAL SERVICES	53,000.00	53,000.00	55,000.00	107,970.61	107,970.61	60,000.00	0.00	0.00
010-063-2825	UTILITIES	65,000.00	65,000.00	(21,200.00)	43,815.51	43,815.51	68,000.00	0.00	0.00
010-063-2855	COURT EXPENSES	55,000.00	55,000.00	66,100.00	121,051.61	121,051.61	152,500.00	0.00	0.00
010-064-2405	CONTRACTUAL SERVICES	53,400.00	53,400.00	(19,500.00)	33,890.70	33,890.70	94,000.00	0.00	0.00
010-072-2610	TRAVEL & TRAINING	30,000.00	30,000.00	(10,200.00)	19,755.90	19,755.90	40,000.00	0.00	0.00
010-074-2606	SPECIAL PROJECTS	195,000.00	195,000.00	(196,800.00)	(1,839.83)	(1,839.83)	200,000.00	0.00	0.00
010-074-4400	SOUTHERN CAROLINA ALLIANCE	80,000.00	80,000.00	(23,800.00)	56,250.00	56,250.00	80,000.00	0.00	0.00
010-075-2425	INCENTIVE EXPENSES	20,600.00	20,600.00	(20,600.00)	0.00	0.00	35,000.00	0.00	0.00
010-075-2610	TRAVEL & TRAINING	15,000.00	15,000.00	(11,100.00)	3,860.56	3,860.56	9,000.00	0.00	0.00
010-075-2645	UNIFORMS	15,000.00	15,000.00	(10,500.00)	4,496.10	4,496.10	5,000.00	0.00	0.00
010-075-3500	POST MORTEMS	175,000.00	175,000.00	82,700.00	257,664.91	257,664.91	211,000.00	0.00	0.00
010-075-4708	VEHICLE/EQUIP. LEASE PAYMENTS	0.00	0.00	10,600.00	10,600.32	10,600.32	10,600.00	0.00	0.00
010-078-2320	VEHICLE MAINTENANCE	11,000.00	11,000.00	13,400.00	24,362.43	24,362.43	11,000.00	0.00	0.00
010-078-2400	MAINTENANCE CONTRACTS	80,000.00	80,000.00	12,100.00	92,050.69	92,050.69	80,000.00	0.00	0.00
010-078-2430	EQUIPMENT	55,000.00	55,000.00	(17,200.00)	37,800.00	37,804.05	55,000.00	-	55,000.00
010-078-4730	ATHLETIC PROGRAMS	50,000.00	50,000.00	(27,800.00)	22,233.95	22,233.95	50,000.00	0.00	0.00
010-080-2645	UNIFORMS	10,000.00	10,000.00	20,200.00	30,229.17	30,229.17	14,000.00	0.00	0.00
010-081-2300	GAS, OIL, & GREASE	70,000.00	70,000.00	34,000.00	103,974.29	103,974.29	70,000.00	0.00	0.00
010-081-4708	VEHICLE/EQUIP. LEASE PAYMENTS	375,000.00	375,000.00	50,300.00	425,338.71	425,338.71	400,000.00	0.00	0.00
010-082-2307	NEW VEHICLES	0.00	0.00	(15,400.00)	(15,430.74)	(15,430.74)	0.00	0.00	0.00
010-082-3930	SHOP EQUIPMENT	130,000.00	80,000.00	(75,700.00)	4,300.00	4,265.86	80,000.00	-	80,000.00
010-083-2400	MAINTENANCE CONTRACTS	159,000.00	159,000.00	113,800.00	272,776.71	272,776.71	159,000.00	0.00	0.00
010-084-2300	GAS, OIL, & GREASE	65,000.00	65,000.00	36,100.00	101,149.84	101,149.84	65,000.00	0.00	0.00
010-084-2320	VEHICLE MAINTENANCE	55,000.00	55,000.00	10,200.00	65,248.34	65,248.34	55,000.00	0.00	0.00
010-084-4100	LANDFILL EXPENSES	220,000.00	220,000.00	227,900.00	447,888.80	447,888.80	380,000.00	0.00	0.00
010-084-4665	RECYCLING CENTER EQUIP.	85,000.00	85,000.00	10,400.00	95,354.60	95,354.60	85,000.00	0.00	0.00
010-084-4708	VEHICLE/EQUIP. LEASE PAYMENTS	137,000.00	137,000.00	(11,100.00)	125,929.90	125,929.90	181,400.00	0.00	0.00
010-085-2400	MAINTENANCE CONTRACTS	53,000.00	53,000.00	(11,700.00)	41,269.51	41,269.51	53,000.00	0.00	0.00
010-088-2342	LITTER CONTROL PROGRAM	8,000.00	8,000.00	(8,000.00)	0.00	0.00	8,000.00	0.00	0.00
010-090-4420	LEGISLATIVE DELEGATION	72,112.00	72,112.00	(12,500.00)	59,642.35	59,642.35	73,000.00	0.00	0.00
010-090-4465	NEW LIFE CENTER	62,000.00	62,000.00	140,600.00	202,550.15	202,550.15	79,000.00	0.00	0.00
010-103-2100	TELEPHONE AND INTERNET SERVICES	0.00	0.00	10,100.00	10,131.41	10,131.41	10,000.00	0.00	0.00
010-103-2280	MAINTENANCE SUPPLIES	11,000.00	11,000.00	11,600.00	22,631.77	22,631.77	11,000.00	0.00	0.00
010-103-2307	NEW VEHICLES	0.00	19,000.00	(19,000.00)	-	0.00	-	-	-
010-103-2400	MAINTENANCE CONTRACTS	85,000.00	85,000.00	(31,400.00)	53,564.23	53,564.23	85,000.00	0.00	0.00
010-103-2405	CONTRACTUAL SERVICES	256,000.00	256,000.00	(141,500.00)	114,493.73	114,493.73	256,000.00	0.00	0.00
010-103-2430	EQUIPMENT	41,000.00	41,000.00	(32,700.00)	8,300.00	8,294.20	41,000.00	-	41,000.00
010-103-2435	EQUIPMENT MAINTENANCE	35,000.00	35,000.00	(14,100.00)	20,868.93	20,868.93	35,000.00	0.00	0.00
010-103-2607	MARKETING/DEVELOPMENT	15,000.00	15,000.00	(13,500.00)	1,482.21	1,482.21	15,000.00	0.00	0.00
010-103-3840	JET FUEL/AVI-GAS PURCHASES	155,800.00	155,800.00	67,300.00	223,103.86	223,103.86	158,200.00	0.00	0.00
OTHER EXPENDITURES		13,186,012.00	14,808,155.00	(2,046,100.00)	12,761,767.94	12,761,716.14	16,323,140.00	3,400.00	1,350,100.00
TOTAL LAPSING FUNDS		1,785,500.00	4,526,534.00	(1,234,705.63)	3,291,869.37	3,291,871.75	3,033,500.00	1,667,700.00	4,701,200.00
TOTAL EXPENDITURES		38,428,112.00	42,502,155.00	(3,032,000.00)	39,470,114.54	39,470,013.93	46,465,140.00	3,400.00	31,492,100.00
SALARIES & WAGES (FT & PT)		16,164,400.00	18,266,300.00	(1,810,600.00)	16,455,685.81	16,455,685.81	19,585,700.00	0.00	19,585,700.00
SALARY YEAR END ACCRUALS		0.00	0.00	919,200.00	919,174.87	919,174.87	-	0.00	-
RESERVE OFFICERS/CONTRACT LABOR		115,000.00	465,000.00	186,100.00	651,121.13	651,072.32	412,500.00	0.00	412,500.00
OVERTIME		1,180,000.00	1,180,000.00	151,400.00	1,331,477.90	1,331,477.90	1,080,000.00	0.00	1,080,000.00
PAYROLL TAXES AND BENEFITS		7,782,700.00	7,782,700.00	(432,000.00)	7,350,886.89	7,350,886.89	9,063,800.00	0.00	9,063,800.00

	25,242,100.00	27,694,000.00	(985,900.00)	26,708,346.60	26,708,297.79		30,142,000.00	0.00	30,142,000.00
OTHER EXPENDITURES	<u>13,186,012.00</u>	<u>14,808,155.00</u>	<u>(2,046,100.00)</u>	<u>12,761,767.94</u>	<u>12,761,716.14</u>		<u>16,323,140.00</u>	<u>3,400.00</u>	<u>1,350,100.00</u>
TOTAL	38,428,112.00	42,502,155.00	(3,032,000.00)	39,470,114.54	39,470,013.93		46,465,140.00	3,400.00	31,492,100.00
TOTAL BUDGETED EXPENDITURES	\$60,312,370.00	\$62,409,494.00	(4,266,705.63)	58,142,788.37	\$55,499,025.17		66,067,840.00	1,671,100.00	67,738,940.00

AGENDA
WORKSHOP
ITEM:
PubliQ Contract



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA, CGFO
Director of Administrative Services Div.
kburgessr@jaspercountysc.gov

Jasper County Council Consideration to Authorize the County Administrator to Execute PubliQ, LLC contract for Printing of 2025 Reappraisal Notices

Meeting Date:	September 15, 2025
Subject:	Consideration to Authorize the County Administrator to Execute PubliQ, LLC contract for Printing of 2025 Reappraisal Notices
Recommendation:	The council authorizes the County Administrator to execute the PubliQ, LLC contract for Printing of 2025 Reappraisal Notices in the amount of \$28,800.

Description: Section 2-204 (Contracting/purchasing authority) of the Jasper County Purchasing and Contracting Ordinance Chapter 2, Article V of the Jasper County Code of Ordinances provides that only the County Council has the authority to enter into contracts in excess of \$25,000 and all contracts for special services. The printing of 2025 reappraisal notices was inadvertently omitted from the PubliQ, LLC contract for FY2025 – 2026 which was approved by the Council at the June 16, 2025, meeting. The County desires to enter into a separate agreement with PubliQ, LLC for the omitted printing services. The contract amount is \$28,800, the contract term is September 15, 2025, through June 30, 2026, and will be coded to budget account line item 010-052-2510 after a budget amendment for fiscal year 2026.

Recommendation: Staff requests that the Council authorize the County Administrator to execute the contracts with PubliQ, LLC for printing of 2025 reappraisal notices in the amount of \$28,800.

Attachments:
PubliQ Software Contract



**JASPER COUNTY ASSESSOR
COUNTY ADMINISTRATION BUILDING
358 3RD AVENUE
RIDGELAND , SC 29936**

2025 PRINTING OF REAPPRAISAL NOTICES CONTRACT

This Computer Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2025, by and between PUBLIQ, LLC ("PUBLIQ") and JASPER COUNTY ASSESSOR.

**By: Wayne Burnett, Sales Representative
PUBLIQ, LLC
PUBLIQ Software
September 03, 2025**



There are many changes being discussed for 2025-2026 concerning property taxes in South Carolina. We at PUBLIQ try to keep up and stay ahead of these changes for our local government customers. We cannot anticipate the massive changes that may occur with the General Assembly this tax year. We will, however, work with your county to make any and all changes in the tax structure as smooth as possible.

This contract is based on processing taxes the same way that 2024 taxes were processed. If major changes are required in the tax system, we will calculate a cost to accomplish these changes and submit a contract to you for this cost for you to approve. As always, we will try to keep any cost for new legislative changes as low as we possibly can.

Note: The postage rates listed in this agreement are based on the current US postage rate and are subject to change based on US Postal Service. No postage discount are given to printing batches of less than 500, current postage rates apply. Freight charges are not included in the above figures, but will be applied when necessary. Certified Postage is not included in this agreement as line item as instructed by the county.

This is a courtesy notification of your upcoming PUBLIQ Software contract renewal software and services and is intended solely for the purpose of providing estimates for budgetary purposes. The pricing outlined herein is subject to modification.



1. Tax Services

Assessor Services

Process & Print Reappraisal Notices	32,000 @ .2500	<u>\$8,000.00</u>
	Total	\$8,000.00

Postage

Postage For Reappraisal Notices	32,000 @ .6500	<u>\$20,800.00</u>
	Total	\$20,800.00

Tax Services Total \$28,800.00



2. Summary of Charges

1. Tax Services	<u>\$28,800.00</u>
Grand Total	\$28,800.00

3. Governing Law and Jurisdiction

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

4. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

5. Express Warranties, Disclaimers and Damage Limits

(a) Limited Express Warranty. PUBLIQ warrants that it will perform the computer services described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.

(b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(c) Right to Damages Limited. Under no circumstances will PUBLIQ be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.



6. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

7. Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

8. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. The counterparts to this Agreement may be executed and delivered by facsimile or other electronic means by any one of the parties to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, this Agreement is executed by duly authorized representatives as of the dates set forth below.

PUBLIQ, LLC

JASPER COUNTY ASSESSOR

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

CONSENT AGENDA ITEM NUMBERS:

4 - 7



JASPER COUNTY COUNCIL
SPECIAL CALLED WORKSHOP
Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Monday, May 12, 2025
Minutes

Officials Present: Chairman John Kemp, Vice Chairman Joey Rowell, Councilman Chris VanGeison and Councilman Joe Arzillo

Staff Present: County Administrator Andrew Fulghum, County Attorney David Tedder, Tisha Williams, Lisa Wagner, Chief Russell Wells, and Videographer Jonathan Dunham. Others Present: Brittany Ward

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.

Motion to approve the agenda: Councilman VanGeison

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

Code Enforcement:

Brittany Ward of Finger, Melnick, Brooks & LaBruce was present to address this request. The Jasper County Council had retained Finger, Melnick, Brooks & LaBruce, to review and amend the Jasper County Code of Ordinances to address concerns and provide code enforcement with the necessary authority to properly enforce the Code.

Ms. Ward provided a summary of actions and process timeline of actions for Council. The following provided a summary of the dates and actions associated with the Code amendments as follows:

- March 11, 2025: Special Counsel Representation Agreement executed.
- March 31, 2025: Summary of Code sections and associated penalties provided to Administration to review and discuss at follow up meeting
- April 10, 2025: Meeting held with Administration discussing the specific Code sections and receive direction on amendments to meet the needs and goal of the County.

- April 17, 2025: Meeting held with Administration and staff to discuss proposed penalty and enforcement amendments to the applicable Code sections.
- May 7, 2025: Meeting held with Administration and staff to discuss proposed Code amendments, administrative citations, additional penalties, and enforcement of Code.

She noted that the Code has been reviewed by attorneys and identified the sections that currently are, or should be in the future, enforced by Code Enforcement Officers or other authorized Officials. Following the two initial meetings with Administration and staff, the ordinance to establish an Administrative Citation, enforcement, and additional penalties to be incorporated throughout the Code was drafted. The draft Code amendments have been reviewed by the County Attorney and have been discussed line-by-line with amendments, she noted they would continue to be reviewed by attorneys and staff to confirm additional edits or terms that would not be needed. She mentioned that at this time it was necessary to receive feedback and direction from County Council before presenting an ordinance to amend the Code. She gave a summary of proposed code amendments relating to Administrative Citation, Enforcement and Penalties. She noted that the proposed amendment includes the establishment of an Administrative Citation in Chapter 1 of the Code. An Administrative Citation is a civil action (not criminal) that may be issued by Code Enforcement Officers and other authorized Officials to individuals that are determined to be in violation of specific Code sections. Chapter 1 has also been amended to include general penalties such as misdemeanors. Throughout the Code, the individual Chapters and Sections have been reviewed and amended to specifically establish (1) the applicability of an Administrative Citation; (2) the penalties and remedies available to the County during the enforcement process; and (3) the Officials authorized to enforce the Code. The Jasper County Code and the State Code have been reviewed and as a result sections of the Jasper County Code have been removed or amended to comply with the State Code.

○ **General Discussion**

Councilman VanGeison noted that they had wrapped up the MOU with the Treasurer and that it was a good meeting with everyone in agreement. He noted that this was for the Treasurer and Administration.

Motion to adjourn: Councilman

Second: Councilman

Vote: Unanimous

For more information on this meeting please go to our YouTube Channel for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles, Clerk to Council

John A. Kemp, Chairman



Jasper County

FINANCE DEPARTMENT

358 THIRD AVENUE, SUITE 304 • RIDGELAND, SOUTH CAROLINA 29936
P.O. BOX 1149 • RIDGELAND, SOUTH CAROLINA 29936
PHONE: (843) 717-3692 • FAX: (843) 717-3626

KIMBERLY BURGESS

DIRECTOR ADMINISTRATIVE SERVICES
To: Jasper County Council

From: Kimberly Burgess 

Date: May 5, 2025

Subject: Capital Outlay (3752) and Detention Center Repairs (5095)

At the April 7, 2025, Council meeting, the Council requested that I prepare a memo explaining where the funds for the upfit to 252 Russell Street are in the budget. During the presentation of the quotation, it was stated that the \$312,000 for the upfit was going to be expended from the Capital Outlay line item #010-095-3752 with the possibility of a \$250,000 grant requested from the Jasper County Legislative Delegation.

The current amended budget balance for the Capital Outlay line item #010-095-3752 is \$1,270,874.51. As of May 5, 2025, the total expenditures are \$846,646.13 consisting of the following:

Capital Outlay Amount	\$1,270,875.00
Purchase 252 Russell Street	\$759,797.31
Storage Shed for Coroner	\$ 7,611.20
Coosawhatchie FS Design & Precon	\$ 79,237.62
Balance Remaining	\$ 424,228.87

Therefore, the \$424,228.87 Capital Outlay balance is sufficient to fund the \$312,000 upfit for 252 Russell without the \$250,000 grant.

Regarding the Detention Center Building Repairs budget line item, the FY24-25 budget was passed in June 2024 (Ordinance #O-2024-13), the Building Repairs line item was \$150,000. Budget Amendment Ordinance #O-2024-22 increased the Detention Center Building Repairs line item (010-058-5095) by \$300,000 to \$450,000 and the Capital Outlay line item (010-095-3752) to \$1,270,874.51. These amounts were carried over from line items 010-095-2615 (\$858,647) and 010-095-3752 (\$712,227.51) from the FY23-24 budget. YTD, expenditures are as follows:

Building Repairs (058-5095)	\$450,000.00
Delta Plumbing	\$175,655.07
Various repairs	\$ 61,758.95
Mosely Architects	\$ 2,170.00
Balance before encumbrance	\$239,583.99
	\$210,416.01
Delta Plumbing (encumbrance)	(\$ 71,383.18)
Balance remaining	\$139,032.83

An Equal Opportunity Employer

Special Accommodations Available Upon Request to Individuals with Disabilities



Budget Performance Report

Date Range 07/01/24 - 05/05/25
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 010 - GENERAL FUND									
EXPENSE									
Department 058 - DETENTION CENTER									
2000	SALARIES & WAGES	1,485,000.00	(262,400.00)	1,222,600.00	.00	.00	907,478.59	315,121.41	74
2003	CONTRACT LABOR	.00	350,000.00	350,000.00	.00	.00	7,095.00	342,905.00	2
2008	COST OF LIVING ADJUSTMENT	87,600.00	(87,600.00)	.00	.00	.00	.00	.00	+++
2020	OVERTIME	200,000.00	.00	200,000.00	.00	.00	177,278.27	22,721.73	89
2030	FICA-EMPLOYER CONTRIB.	114,000.00	.00	114,000.00	.00	.00	83,463.23	30,536.77	73
2036	S.C. RETIREMENT-EMPLOYER	28,000.00	.00	28,000.00	.00	.00	46,302.99	(18,302.99)	165
2038	POLICE OFFICER RET.-EMPLOYER	300,000.00	.00	300,000.00	.00	.00	191,258.88	108,741.12	64
2040	MEDICAL INSURANCE	251,000.00	.00	251,000.00	.00	.00	120,278.23	130,721.77	48
2050	TORT INSURANCE	56,300.00	.00	56,300.00	.00	.00	42,210.21	14,089.79	75
2060	WORKER'S COMPENSATION	56,600.00	.00	56,600.00	.00	.00	40,840.33	15,759.67	72
2200	OFFICE SUPPLIES	15,000.00	.00	15,000.00	.00	2,093.72	12,843.82	62.46	100
2220	JAIL SUPPLIES	71,500.00	.00	71,500.00	.00	4,507.50	23,312.37	43,680.13	39
2230	PRINTING & SUPPLIES	1,000.00	.00	1,000.00	.00	.00	419.29	580.71	42
2280	MAINTENANCE SUPPLIES	25,100.00	.00	25,100.00	.00	.00	38,413.95	(13,313.95)	153
2300	GAS, OIL, & GREASE	25,000.00	.00	25,000.00	.00	.00	27,918.78	(2,918.78)	112
2310	VEHICLE INSURANCE	14,000.00	.00	14,000.00	.00	.00	13,533.13	466.87	97
2320	VEHICLE MAINTENANCE	14,100.00	.00	14,100.00	.00	.00	5,007.56	9,092.44	36
2400	MAINTENANCE CONTRACTS	150,000.00	.00	150,000.00	.00	.00	146,155.92	3,844.08	97
2410	RADIO MAINTENANCE	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0
2430	EQUIPMENT	60,000.00	219,386.00	279,386.00	.00	23,750.00	4,397.41	251,238.59	10
2460	COMPUTER EQUIPMENT	12,000.00	.00	12,000.00	.00	116.59	6,875.31	5,008.10	58
2610	TRAVEL & TRAINING	15,000.00	.00	15,000.00	.00	.00	7,664.27	7,335.73	51
2630	TRAINING	17,500.00	.00	17,500.00	.00	985.00	4,705.79	11,809.21	33
2645	UNIFORMS	20,000.00	.00	20,000.00	.00	372.44	7,593.68	12,033.88	40
2646	INMATE UNIFORMS	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0
2670	MEMBERSHIP & DUES	1,000.00	.00	1,000.00	.00	.00	60.00	940.00	6
2680	JUVENILE HOUSING EXPENSES	20,000.00	(10,000.00)	10,000.00	.00	.00	2,475.00	7,525.00	25
2690	INMATE HOUSING	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0
2700	FOOD SERVICE CONTRACT	335,000.00	.00	335,000.00	.00	.00	358,702.96	(23,702.96)	107
2710	MEDICAL SERVICES CONTRACT	306,500.00	10,000.00	316,500.00	.00	.00	271,679.03	44,820.97	86
2820	PUBLIC BUILDING INSURANCE	17,000.00	.00	17,000.00	.00	.00	16,882.53	117.47	99
2825	UTILITIES	188,800.00	.00	188,800.00	.00	.00	102,633.11	86,166.89	54
2837	DISASTER EXPENSES	.00	.00	.00	.00	.00	783,314.53	(783,314.53)	+++
4708	VEHICLE/EQUIP. LEASE PAYMENTS	65,000.00	.00	65,000.00	.00	.00	74,211.27	(9,211.27)	114
5095	BUILDING REPAIRS	150,000.00	300,000.00	450,000.00	.00	71,383.18	239,583.99	139,032.83	69
Department 058 - DETENTION CENTER Totals		\$4,139,000.00	\$519,386.00	\$4,658,386.00	\$0.00	\$103,208.43	\$3,764,589.43	\$790,588.14	83%
Department 095 - CAPITAL IMPROVEMENTS									
2475	POSTAGE MACHINE PAYMENT	12,000.00	.00	12,000.00	.00	.00	8,861.76	3,138.24	74



Budget Performance Report

Date Range 07/01/24 - 05/05/25

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund	010 - GENERAL FUND								
EXPENSE									
Department	095 - CAPITAL IMPROVEMENTS								
2615	GRANT MATCHING FUNDS	1,050,000.00	.00	1,050,000.00	.00	.00	.00	1,050,000.00	0
3752	CAPITAL OUTLAY	.00	1,270,875.00	1,270,875.00	.00	.00	846,646.13	424,228.87	67
4830	AFFORDABLE HOUSING	30,000.00	.00	30,000.00	.00	.00	30,000.00	.00	100
5095	BUILDING REPAIRS	127,000.00	.00	127,000.00	.00	.00	.00	127,000.00	0
	Department	\$1,219,000.00	\$1,270,875.00	\$2,489,875.00	\$0.00	\$0.00	\$885,507.89	\$1,604,367.11	36%
	EXPENSE TOTALS	\$5,358,000.00	\$1,790,261.00	\$7,148,261.00	\$0.00	\$103,208.43	\$4,650,097.32	\$2,394,955.25	66%
Fund	010 - GENERAL FUND Totals								
	REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++
	EXPENSE TOTALS	5,358,000.00	1,790,261.00	7,148,261.00	.00	103,208.43	4,650,097.32	2,394,955.25	66%
Fund	010 - GENERAL FUND Totals	(\$5,358,000.00)	(\$1,790,261.00)	(\$7,148,261.00)	\$0.00	(\$103,208.43)	(\$4,650,097.32)	(\$2,394,955.25)	
Grand Totals									
	REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++
	EXPENSE TOTALS	5,358,000.00	1,790,261.00	7,148,261.00	.00	103,208.43	4,650,097.32	2,394,955.25	66%
Grand Totals		(\$5,358,000.00)	(\$1,790,261.00)	(\$7,148,261.00)	\$0.00	(\$103,208.43)	(\$4,650,097.32)	(\$2,394,955.25)	

		Fiscal Year 2024 Budget Amendments				Fiscal Year 2025 Budget Amendments				Explanation
Account		Fiscal Year 2024 Budget		Fiscal Year 2025 Budget						
		Budget as Adopted or Amended	Budget Amendment	Amended Budget	Budget as Adopted or Amended	Budget Amendment	Amended Budget			
Equipment										
	058-2430	\$ 257,305.39	\$ (219,386.11)	\$ 37,919.28	\$ 210,600.00	\$ 219,386.11	\$ 429,986.11		IP intercom and audio recording system upgrade approved and ordered in FY24 not yet received.	
Building Repairs	058-5095	\$ -	\$ -	\$ -	\$ 150,000.00	\$ 300,000.00	\$ 450,000.00			
Park Development	077-5040	\$ 290,000.00	\$ (131,777.01)	\$ 158,222.99	\$ 400,000.00	\$ 131,777.01	\$ 531,777.01		Sgt. Jasper Bridge project will require engineering services delayed until FY25	
Park Development	078-5040	\$ 200,000.00	\$ (41,663.45)	\$ 158,336.55	\$ 400,000.00	\$ 41,663.45	\$ 441,663.45		Carry-over of interior restoration of Robertsville Center community room after roof replacement	
Grant Matching Funds	095-2615	\$ 868,139.07	\$ (858,647.00)	\$ 9,492.07	\$ 1,050,000.00	\$ -	\$ 1,050,000.00		Grant matches for projects included in FY25 budget; amounts carried-forward added to capital projects for capital projects	
Capital Outlay	095-3752	\$ 1,064,717.95	\$ (712,227.51)	\$ 352,490.44	\$ -	\$ 1,270,874.51	\$ 1,270,874.51		Capital projects anticipated to be <\$250,000 were postponed until FY25 + a portion is redressed to Detention Center for shower and toilet replacement and for the purchase of 112 Weathersbee St. (\$836,841.12)	
New Vehicles	103-2307	\$ 19,000.00	\$ (19,000.00)	\$ -	\$ -	\$ 19,000.00	\$ 19,000.00		Expenditure delayed until FY25	
Total Lapsing Fund Carry-Forward		\$ 5,437,941.58	\$ (3,698,982.81)	\$ 1,738,958.77	\$ 3,159,600.00	\$ 3,698,982.81	\$ 6,858,582.81			



Project Transaction Report

G/L Date Range 07/01/24 - 06/30/25
Exclude Sub Ledger Detail
Sorted By Project - G/L Account - Date

G/L Date	Journal	Journal Type	Sub Ledger Description	Source/Reference	Revenue	Debit Amount	Credit Amount	Actual Balance	Net Change
2024 BAAG - 2024 BODY ARMOR (BAAG) GRANT #1BA24008									
255-057-1569	- GRANTS					.00	Life-to-Date 54,681.00	(54,681.00)	\$0.00
255-057-2615	- GRANT MATCHING FUNDS					5,835.43	.00	(48,845.57)	
					2024 BAAG Total	\$5,835.43	\$54,681.00	(\$48,845.57)	
AIRPORT 19 025 - AIRPORT GRANT-SCAC #19-025 (FAA #12)									
255-074-1569	- GRANTS					.00	Life-to-Date 3,345.89	(\$190,755.77) (194,101.66)	
					AIRPORT 19 025 Total	\$0.00	\$3,345.89	(\$194,101.66)	
AIRPORT FUEL FAR - AVIATION FUEL FARM GRANT #22-RTI-JASPER-006									
255-074-1569	- GRANTS					866.00	Life-to-Date 1,389,103.56	\$116,395.18 (1,271,842.38)	
255-074-1607	- TRANSFER IN					308,731.24	.00	(963,111.14)	
255-074-3752	- CAPITAL OUTLAY					963,111.14	.00	.00	
					AIRPORT FUEL FAR Total	\$1,272,708.38	\$1,389,103.56	\$0.00	
AIRPORT GRANT 13 - Grant 3-45-0048-013-2020 Design Taxi lane and Hangar Apron									
255-074-1569	- GRANTS					.00	Life-to-Date 22,956.25	\$10,973.75 (11,982.50)	
255-074-2615	- GRANT MATCHING FUNDS					11,982.50	.00	.00	
					AIRPORT GRANT 13 Total	\$11,982.50	\$22,956.25	\$0.00	
AIRPORT GRANT 16 - Grant 3-45-0048-016-2021 AWOS AIP Professional Services									
255-074-1569	- GRANTS					.00	Life-to-Date 6,645.59	\$0.00 (6,645.59)	
255-074-2615	- GRANT MATCHING FUNDS					6,698.65	.00	53.06	
					AIRPORT GRANT 16 Total	\$6,698.65	\$6,645.59	\$53.06	
AIRPORT GRANT 18 - GRANT #3-45-0048-018-2023 AWOS III P/T Construction									
255-074-1569	- GRANTS					.00	Life-to-Date 267,489.03	\$0.00 (267,489.03)	
255-074-2615	- GRANT MATCHING FUNDS					369,566.90	785.00	101,292.87	
					AIRPORT GRANT 18 Total	\$369,566.90	\$268,274.03	\$101,292.87	
AIRPORT RAMP S - NEW AIRPORT RAMP S GRANT #22-RI-JASPER-006									
255-074-1607	- TRANSFER IN					.00	Life-to-Date 1,049,458.47	\$1,049,458.44 (.03)	
					AIRPORT RAMP S Total	\$0.00	\$1,049,458.47	(\$0.03)	
AIRPORT TERMINAL - AIRPORT TERMINAL GRANT #22-RI-JASPER-006									
255-074-1607	- TRANSFER IN					.00	Life-to-Date 181,282.62	\$178,645.67 (2,636.95)	



Project Transaction Report

G/L Date Range 07/01/24 - 06/30/25
Exclude Sub Ledger Detail
Sorted By Project - G/L Account - Date

G/L Date	Journal	Journal Type	Sub Ledger Description	Sources/Reference	Revenue	Debit Amount	Credit Amount	Actual Balance	Net Change
255-074-3752 - CAPITAL OUTLAY					AIRPORT TERMINAL Total	7,568.34	4,931.39	.00	
						\$7,568.34	\$186,214.01	\$0.00	
BODYWORNCAMERA25 - Body-Worn Camera FY25									
255-057-1569 - GRANTS						.00	Life-to-Date 87,855.26	(87,855.26)	
255-057-2650 - BODY WORN CAMERA GRANT						87,855.26	.00	.00	
					BODYWORNCAMERA25 Total	\$87,855.26	\$87,855.26	\$0.00	
BULLETPROOF 2022 - Patrick Leahy Bulletproof Vest Partnership (BVP) 2022									
255-057-2615 - GRANT MATCHING FUNDS						2,242.80	Life-to-Date .00	\$6,285.04	
					BULLETPROOF 2022 Total	\$2,242.80	\$0.00	8,527.84	
								\$8,527.84	
C PCN P039952 - SOUTH HARDEEVILLE DRAINAGE STUDY									
255-081-1569 - GRANTS						.00	Life-to-Date 19,800.00	\$19,800.00	
					C PCN P039952 Total	\$0.00	\$19,800.00	\$0.00	
CHURCH STINEY RD - CHURCH/STINEY RD. NEIGHBORHOOD REVITALIZATION CDBG #4-NR-17-003									
255-074-1569 - GRANTS						.00	Life-to-Date 16,672.00	\$31,613.65	
255-074-2615 - GRANT MATCHING FUNDS						18,947.00	.00	14,941.65	
					CHURCH STINEY RD Total	\$18,947.00	\$16,672.00	33,888.65	
								\$33,888.65	
CHURCHRDDRAINAGE - Church Rd. Area Drainage Impr. CDBG#4-CI-20-010									
255-095-1569 - GRANTS						.00	Life-to-Date 902,611.00	\$158,621.81	
255-095-2615 - GRANT MATCHING FUNDS						1,021,254.37	4,150.00	(743,989.19)	
					CHURCHRDDRAINAGE Total	\$1,021,254.37	\$906,761.00	273,115.18	
								\$273,115.18	
COOSAWHATCHIE FS - Coosawhatchie Fire Station									
010-095-3752 - CAPITAL OUTLAY						79,237.62	Life-to-Date .00	\$15,229.22	
					COOSAWHATCHIE FS Total	\$79,237.62	\$0.00	94,466.84	
								\$94,466.84	
COURTHOUSE RENO - JASPER COUNTY COURTHOUSE RENOVATION									
720-095-1607 - TRANSFER IN						.00	Life-to-Date 680,367.91	\$0.00	
720-095-3752 - CAPITAL OUTLAY						680,367.91	.00	(680,367.91)	
					COURTHOUSE RENO Total	\$680,367.91	\$680,367.91	\$0.00	



Project Transaction Report

G/L Date Range 07/01/24 - 06/30/25
Exclude Sub Ledger Detail
Sorted By Project - G/L Account - Date

G/L Date	Journal	Journal Type	Sub Ledger Description	Source/Reference	Revenue	Debit Amount	Credit Amount	Actual Balance	Net Change
CRBP LED LIGHTS - Cypress Ridge Spec Bldg. #4--LED Light Replacement									
255-074-2615 - GRANT MATCHING FUNDS						15,638.50	Life-to-Date .00	(\$15,638.50)	.00
					CRBP LED LIGHTS Total	\$15,638.50	\$0.00	\$0.00	
EMS GRANT 2025 - EMS TRAUMA GRANT 2025--DPH GRANT									
255-056-2613 - EMS GRANT						11,344.40	Life-to-Date .00	11,344.40	\$0.00
					EMS GRANT 2025 Total	\$11,344.40	\$0.00	\$11,344.40	
HURRICANE DEBBY - Hurricane Debby 3606EM+SC									
010-056-2837 - DISASTER EXPENSES						33,118.91	Life-to-Date .00	33,118.91	\$0.00
010-081-2837 - DISASTER EXPENSES						5,600.99	.00	38,719.90	
					HURRICANE DEBBY Total	\$38,719.90	\$0.00	\$38,719.90	
Hurricane Idalia - Hurricane Idalia 8.31.2023									
255-056-1569 - GRANTS						.00	Life-to-Date 12,311.11	\$13,366.83	1,055.72
					Hurricane Idalia Total	\$0.00	\$12,311.11	\$1,055.72	
INCARVIDEO FY25 - In-Car Video Camera Grant Program FY25									
255-057-1569 - GRANTS						.00	Life-to-Date 41,725.54	\$0.00	\$0.00
255-057-2615 - GRANT MATCHING FUNDS						41,725.54	.00	(41,725.54)	
					INCARVIDEO FY25 Total	\$41,725.54	\$41,725.54	\$0.00	
JC 250 COMMITTEE - JASPER COUNTY SC250 COMMITTEE									
010-062-2825 - UTILITIES						10,366.43	Life-to-Date .00	(\$609.08)	9,757.35
255-078-1569 - GRANTS						.00	150,851.30	(141,093.95)	
255-078-2615 - GRANT MATCHING FUNDS						42,754.54	.00	(98,339.41)	
255-078-2616 - PUBLIC RELATIONS						10,066.85	.00	(88,272.56)	
255-078-2830 - MISCELLANEOUS						91,404.53	.00	3,131.97	
					JC 250 COMMITTEE Total	\$154,592.35	\$150,851.30	\$3,131.97	
JC SRO FY24 - Jasper County School Resource Officer Grant FY24									
010-057-1608 - SRO REIMBURSEMENT						.00	Life-to-Date 59,764.39	(\$102,682.48)	
255-057-1569 - GRANTS						.00	316,148.42	(162,446.87)	
					JC SRO FY24 Total	\$0.00	\$375,912.81	(478,595.29)	



Project Transaction Report

G/L Date Range 07/01/24 - 06/30/25
Exclude Sub Ledger Detail
Sorted By Project - G/L Account - Date

G/L Date	Journal	Journal Type	Sub Ledger Description	Source/Reference	Revenue	Debit Amount	Credit Amount	Actual Balance	Net Change
JC SRO FY25 - Jasper County School Resource Officer Grant #5R-117-C2700-25							Life-to-Date	\$0.00	
255-057-1569 - GRANTS						.00	134,438.81	(134,438.81)	
255-057-2615 - GRANT MATCHING FUNDS						45,221.09	.00	(89,217.72)	
					JC SRO FY25 Total	\$45,221.09	\$134,438.81	(\$89,217.72)	
LEMP 2022 SUPP - LEMP 2022 GRANT 22EMPG01-SUPPLEMENTAL							Life-to-Date	(\$50,048.60)	
255-056-1569 - GRANTS						.00	13,888.00	(63,936.60)	
					LEMP 2022 SUPP Total	\$0.00	\$13,888.00	(\$63,936.60)	
LEMPG 2024 - LEMPG24-27 Local Emergency Management Performance Grant Award							Life-to-Date	\$0.00	
255-056-2613 - EMS GRANT						5,736.24	.00	5,736.24	
					LEMPG 2024 Total	\$5,736.24	\$0.00	\$5,736.24	
LEMPG GRANT 2023 - LEMPG GRANT NO. LEMPG23-27							Life-to-Date	(\$7,138.33)	
255-056-1569 - GRANTS						.00	52,244.17	(59,382.50)	
					LEMPG GRANT 2023 Total	\$0.00	\$52,244.17	(\$59,382.50)	
LEN PROGRAM - LAW ENFORCEMENT NETWORK PROGRAM							Life-to-Date	(\$721.21)	
250-057-2614 - LAW ENFORCEMENT GRANT						2,413.74	.00	1,692.53	
255-057-2615 - GRANT MATCHING FUNDS						2,055.68	.00	3,748.21	
					LEN PROGRAM Total	\$4,469.42	\$0.00	\$3,748.21	
LEVYFSREPAIRS - Levy Fire Station Repairs (IVTB #2024-20)							Life-to-Date	\$0.00	
010-045-3752 - CAPITAL OUTLAY						24,900.00	.00	24,900.00	
					LEVYFSREPAIRS Total	\$24,900.00	\$0.00	\$24,900.00	
LEVYLIMEHOUSEEPA - LEVY LIMEHOUSE RESILIENCE EPA GRANT							Life-to-Date	\$0.00	
255-074-2615 - GRANT MATCHING FUNDS						3,500.00	.00	3,500.00	
					LEVYLIMEHOUSEEPA Total	\$3,500.00	\$0.00	\$3,500.00	
LOTST HDVL CM PK - LOTST HDVL. COMMERCE PARK ROAD							Life-to-Date	\$390,900.00	
730-095-2830 - MISCELLANEOUS						997,125.25	.00	1,388,025.25	
					LOTST HDVL CM PK Total	\$997,125.25	\$0.00	\$1,388,025.25	



Project Transaction Report

G/L Date Range 07/01/24 - 06/30/25
Exclude Sub Ledger Detail
Sorted By Project - G/L Account - Date

G/L Date	Journal	Journal Type	Sub Ledger	Description	Source/Reference	Revenue	Debit Amount	Credit Amount	Life-to-Date	Actual Balance	Net Change
LOTST RT 170 - LOTST RT. 170 JOINT PROJECT											
730-095-2830	- MISCELLANEOUS						1,000,000.00	.00		1,000,000.00	
	LOTST RT 170 Total						\$1,000,000.00	\$0.00		\$1,000,000.00	
MARSH COVE FS - MARSH COVE FIRE STATION CDBG #4-CE-18-012											
255-056-3752	- CAPITAL OUTLAY						10,142.10	.00		510,198.21	
	MARSH COVE FS Total						\$10,142.10	\$0.00		\$510,198.21	
MASTERSTEELGRANT - Master Steel LLC RIFA Grant #C-23-3827											
300-074-2830	- MISCELLANEOUS						50,000.00	.00		50,000.00	
	MASTERSTEELGRANT Total						\$50,000.00	\$0.00		\$50,000.00	
MOSQUITO CONTROL - DHEC MOSQUITO CONTROL GRANT											
255-081-1569	- GRANTS						.00	67,398.48		\$67,398.48	
	MOSQUITO CONTROL Total						\$0.00	\$67,398.48		\$0.00	
OPIOD RECOVERY - OPIOD RECOVERY FUND BOARD											
010-090-2615	- GRANT MATCHING FUNDS						111.07	.00		(\$172,000.00)	
	OPIOD RECOVERY Total						\$111.07	\$0.00		(\$171,888.93)	
PRATTMEMLIBRARY - Pratt Memorial Library Renovation											
255-074-1569	- GRANTS						.00	917,957.90		\$149,573.35	
255-074-3752	- CAPITAL OUTLAY						1,374,800.08	97,797.84		(768,384.55)	
	PRATTMEMLIBRARY Total						\$1,374,800.08	\$1,015,755.74		\$508,617.69	
PUMPERPURCHASE - Eleven (11) Pumpers from Safe Industries											
710-046-3752	- CAPITAL OUTLAY						433,863.00	.00		\$1,355,357.00	
	PUMPERPURCHASE Total						\$433,863.00	\$0.00		\$1,789,220.00	
ROAD SIGNS 2024 - Purchase 911 Road Signs											
255-081-2619	- C-FUND EXPENDITURES						2,893.73	2,400.00		\$12,635.23	
	ROAD SIGNS 2024 Total						\$2,893.73	\$2,400.00		\$13,128.96	
ROAD SIGNS 2025 - Purchase 911 Road Signs FY2025											
255-049-1588	- MISC. REVENUE						.00	170.00		\$0.00	
	ROAD SIGNS 2025 Total									(170.00)	



Project Transaction Report

G/L Date Range 07/01/24 - 06/30/25
Exclude Sub Ledger Detail
Sorted By Project - G/L Account - Date

G/L Date	Journal	Journal Type	Sub Ledger Description	Source/Reference	Revenue	Debit Amount	Credit Amount	Actual Balance	Net Change
255-049-2619 - C-FUND EXPENDITURES						6,373.91	.00	6,203.91	
					ROAD SIGNS 2025 Total	\$6,373.91	\$170.00	\$6,203.91	
ROCK ROADS 2024 - Rock Roads 2024 C PCN P043515									
255-081-1569 - GRANTS						.00	Life-to-Date 197,865.16	\$0.00 (197,865.16)	
255-081-2619 - C-FUND EXPENDITURES						197,865.16	.00	.00	
					ROCK ROADS 2024 Total	\$197,865.16	\$197,865.16	\$0.00	
RUNWAY EXT STUDY - RUNWAY EXTENSION STUDY									
255-074-1569 - GRANTS						171,408.59	Life-to-Date 171,408.59	\$12,476.33 12,476.33	
255-074-2615 - GRANT MATCHING FUNDS						187,024.61	.00	199,500.94	
					RUNWAY EXT STUDY Total	\$358,433.20	\$171,408.59	\$199,500.94	
SAFETYSTUDY462 - C-FUND C PCN P044205 SAFETY STUDY 462 & 19									
255-081-2619 - C-FUND EXPENDITURES						8,325.40	Life-to-Date .00	\$0.00 8,325.40	
					SAFETYSTUDY462 Total	\$8,325.40	\$0.00	\$8,325.40	
SOLIDWASTE2024 - Solid Waste Grant FY2024 #27SW24									
255-084-1569 - GRANTS						.00	Life-to-Date 12,279.25	(\$3,207.39) (15,486.64)	
					SOLIDWASTE2024 Total	\$0.00	\$12,279.25	(\$15,486.64)	
SOLIDWASTE2025 - SOLID WASTE GRANT 2025 #27SW25									
255-084-1569 - GRANTS						.00	Life-to-Date 4,639.44	\$0.00 (4,639.44)	
255-084-2609 - SOLID WASTE GRANTS						9,197.39	.00	4,557.95	
					SOLIDWASTE2025 Total	\$9,197.39	\$4,639.44	\$4,557.95	
TILLMANFSREPLACE - REPLACEMENT OF TILLMAN FS									
010-046-5095 - BUILDING REPAIRS						154,235.13	Life-to-Date .00	\$0.00 154,235.13	
010-170-1588 - MISC. REVENUE						.00	37,874.06	116,361.07	
					TILLMANFSREPLACE Total	\$154,235.13	\$37,874.06	\$116,361.07	
UPFITTEMPLIBRARY - UPFIT FOR TEMPORARY LIBRARY LOCATION									
255-074-2615 - GRANT MATCHING FUNDS						8,637.46	Life-to-Date .00	\$0.00 8,637.46	



Project Transaction Report

G/L Date Range 07/01/24 - 06/30/25
Exclude Sub Ledger Detail
Sorted By Project - G/L Account - Date

G/L Date	Journal	Journal Type	Sub Ledger Description	Source/Reference	Revenue	Debit Amount	Credit Amount	Actual Balance	Net Change
255-074-3752 - CAPITAL OUTLAY						121,884.34	.00	130,521.80	
				UPFITTEMPLIBRARY Total		\$130,521.80	\$0.00	\$130,521.80	
US HWY 278 ENG - C-FUND HWY 278 ENG SERVICES PCN P039857									
255-081-1569 - GRANTS						.00	Life-to-Date 134,065.00	\$0.00 (134,065.00)	
				US HWY 278 ENG Total		\$0.00	\$134,065.00	(\$134,065.00)	
USED OIL 2025 - USED OIL GRANT 27WO25									
255-084-2609 - SOLID WASTE GRANTS						1,154.60	Life-to-Date .00	\$0.00 1,154.60	
				USED OIL 2025 Total		\$1,154.60	\$0.00	\$1,154.60	
USPCA K9 GRANT - USPCA AKC REUNITE 2024 K9 Grant									
255-057-1569 - GRANTS						.00	Life-to-Date 7,500.00	\$0.00 (7,500.00)	
255-057-2615 - GRANT MATCHING FUNDS						7,500.00	.00	.00	
				USPCA K9 GRANT Total		\$7,500.00	\$7,500.00	\$0.00	
VOLUNTEER FF - EMW-2017-FF-00317 VOLUNTEER FIRE FIGHTER GRANT									
255-046-5055 - FIREFIGHTER PHYSICALS						1,765.00	Life-to-Date .00	\$146,246.49 148,011.49	
				VOLUNTEER FF Total		\$1,765.00	\$0.00	\$148,011.49	
WASTE TIRE FY23 - WASTE TIRE GRANT FY23--DHEC									
255-084-1569 - GRANTS						.00	Life-to-Date 7,453.76	(\$5,370.00) (12,823.76)	
				WASTE TIRE FY23 Total		\$0.00	\$7,453.76	(\$12,823.76)	
WASTE TIRE FY24 - WASTE TIRE GRANT 27WT24--DEPT. ENVIRONMENTAL SERVICES									
255-084-1569 - GRANTS						.00	Life-to-Date 23,100.00	\$0.00 (23,100.00)	
				WASTE TIRE FY24 Total		\$0.00	\$23,100.00	(\$23,100.00)	
Grand Totals						\$8,654,419.42	\$7,155,416.19		

STATE OF SOUTH CAROLINA, COUNTY OF JASPER
ORDINANCE # O-2025-20

AN ORDINANCE 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

WHEREAS, the Jasper County Council (“*County Council*”) periodically reviews the Jasper County Code of Ordinances (the “*Code*”) for continued relevance, compliance with federal and state regulations, and potential adjustments that are necessary as Jasper County (“*County*”) continues to grow; and,

WHEREAS, the County Council recognizes that portions of the Code may from time to time become invalid or no longer applicable, or may need enhancement or revision in order to address the needs of the County; and,

WHEREAS, the County has experienced an increase in population and development amend the Code to address issues concerning the ability for the County to enforce the Code and obtain the desired compliance; and,

WHEREAS, pursuant to the powers and authorities granted to counties under Home Rule Act of 1975, and specifically Title 4, Chapter 9 of the Code of Laws of South Carolina, counties may establish agencies, departments, and positions in the county in accordance with § 4-9-30 of the Code of Laws of South Carolina “as may be necessary and proper to provide services of local concern for public purposes”; and,

WHEREAS, County Council, upon review and recommendation of its administrative staff and outside legal counsel has determined that these and related matters require that the Code be updated to create an alternative civil process through creation and adoption of an Administrative Citation process, provide for a more uniform process for administering and enforcing provisions of the Code, provide for consistency in penalties for violations of the Code, and matters related thereto; and,

WHEREAS, County Council and administration has held multiple work sessions regarding these matters, and has determined that a comprehensive restructuring of Code Enforcement is warranted, requiring multiple amendments to various Chapters of the Code, including: Chapter 1, *In General*; Chapter 3, *Animals*; Chapter 4, *Alcoholic Beverages*; Chapter 6, *Buildings and Building Regulations*; Chapter 8, *Businesses*, Chapter 9, *Civil Emergencies*; Chapter 10, *Nuisances*, Chapter 18, *Offenses and Miscellaneous Provisions*, and Chapter 25, *Naming and Addressing of Roads*;

The specific desired amendments to the Code are set forth in Exhibit A, attached hereto and incorporated herein by reference, where the additions are underlined and the removed language is stricken through; and

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 amendments as detailed and set forth in Exhibit “A”, attached hereto and incorporated herein by reference, where the additional terms are underlined and the removed terms are stricken through in the particular Chapters, Articles, and Sections to be amended by this Ordinance
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 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 and all amendments shall take effect following a public hearing and approval from Jasper County Council.

John A. Kemp.
Jasper County Council Chairman

ATTEST:

Wanda H. Giles
Clerk to Council

ORDINANCE: O-2025- 20

First Reading: 07.21.2025
Second Reading: 09.02.2025
Public Hearing: 08.18.2025
Adopted:

Reviewed for form and draftsmanship by the Jasper County Attorney.

Interim County Attorney

Date

Chapter 1 GENERAL PROVISIONS

Sec. 1-2. Definitions and rules of construction.

In the construction of this Code and of all ordinances and resolutions of the county, the following definitions and rules of construction shall be observed unless inconsistent with the manifest intent of the council or the text clearly requires otherwise:

Generally. All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the county council may be fully carried out. Terms used in this Code, unless otherwise specifically provided, shall have the meanings prescribed by the statutes of the state for the same terms.

In the interpretation and application of any provisions of this Code, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of this Code imposes greater restrictions upon the subject matter than other more general provisions imposed by the Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

In the construction of this Code and of all ordinances and resolutions of the county, all things and places therein referred to shall, unless a contrary intention appears, be construed to mean things and places situated in the county or employed by or appertaining to the county.

Administrative Citation. A formal written legal notice issued in response to a violation of the Jasper County Code and as further defined and described in Section 1-8 of the Jasper County Code.

Administrator. The term "administrator" or "county administrator" means the county administrator of Jasper County, South Carolina.

And; or. The word "and" may be read as "or" and the word "or" may be read as "and" where the sense requires it.

Bond. When a bond is required, an undertaking in writing shall be sufficient.

Clerk. The term "clerk" means the clerk of the county council.

Code. Reference to "this Code" or "the Code" means the Jasper County Code as designated in section 1-1.

Code Enforcement Officer ("CEO") means a law enforcement officer, or an appointed and commissioned official entrusted with administering or enforcing the Jasper County Code pursuant to appointments made by County Council under the authority of § 4-9-145 of the Code of Laws of South Carolina.

Computation of time. The time within which an act is to be done shall be computed by excluding the first day and including the last day, and if the last day is a Sunday or a legal holiday that day shall be excluded.

Council; county council. The term "council" or "county council" means the county council for Jasper County, South Carolina.

County. The term "county" means the County of Jasper in the State of South Carolina.

County limits. The term "county limits" means the legal boundaries of Jasper County.

Delegation of authority. Whenever a provision appears requiring the head of a department or some other county officer or employee to do some act or perform some duty, it is to be construed to authorize the head of the department or other officer to designate, delegate and authorize subordinates to perform the required act or perform the duty, unless the terms of the provision or section specify otherwise.

Floodplain Manager means the individual appointed by the County Administrator to be responsible for administering and enforcing the County Floodplain Ordinance, Chapter 6 Article IV of the Code.

Gender. Words importing the masculine gender shall include the feminine and neuter.

Joint authority. All words giving a joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

Keeper; proprietor. The terms "keeper" and "proprietor" mean and include persons, firms, associations, corporations, clubs and copartnerships, whether acting by themselves or through a servant, agent or employee.

Month. The term "month" means a calendar month.

Nontechnical and technical words. Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

Number. Words used in the singular shall include the plural and words used in the plural shall include the singular number.

Oath; swear; sworn. The term "oath" shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."

Officer; official. Whenever reference is made to any officer or official the reference will be taken to be ~~to~~ such officer or official of Jasper County who the County Administrator has provided the authority to in order to administer the Jasper County Code and ensure compliance.

Owner. The term "owner," applied to a building or land, includes any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety, of the whole or a part of such building or land.

Person. The term "person" includes a corporation, firm, partnership, association or organization, and any other group acting as a unit, as well as an individual.

Personal property. The term "personal property" includes every species of property except real property.

Preceding; following. The terms "preceding" and "following" mean next before and next after, respectively.

Property. The term "property" includes real and personal property.

Real property; real estate. The terms "real property" and "real estate" include lands, tenements and hereditaments.

Roadway. The term "roadway" means that portion of a street improved, designed or ordinarily used for vehicular travel.

Shall; may. The word "shall" is mandatory; the word "may" is permissive.

Sidewalk. The term "sidewalk" means any portion of a street or road between the curblines, or the lateral lines of the roadway where there is no curb, and the adjacent property line, intended for the use of pedestrians.

Signature; subscription. The terms "signature" and "subscription" include a mark when the person cannot write, when such mark is witnessed by a longhand signature.

State. The term "state" means the State of South Carolina.

Street; road. The terms "street" and "road" include avenues, boulevards, highways, alleys, lanes, viaducts, bridges and the approaches thereto and all other public thoroughfares in the county, and shall mean the entire width thereof between opposed abutting property lines; such terms shall be construed to include a sidewalk or footpath, unless the contrary is expressed or unless such construction would be inconsistent with the manifest intent of the county council.

Tenant; occupant. The term "tenant" or "occupant," applied to a building or land, shall include any person who occupies the whole or a part of such building or land, whether alone or with others.

Tense. Words used in the past or present tense include the future as well as the past and present.

Week. The term "week" means seven days.

Written; in writing. The term "written" or "in writing" includes printing and any other mode of representing words and letters.

Year. The term "year" means a calendar year.

Sec. 1-8. Administrative Citations; General Penalty; continuing violations.

(a) Administrative Citation.

- i. General Application. Whenever in the Code or in any Ordinance an act is prohibited or is declared to be unlawful or an offense, or whenever the doing of any act is required or the failure to do any act is declared to be unlawful, and the Code specifically provides the authority for the issuance of an Administrative Citation, then the Official or Code Enforcement Officer may at their discretion issue an Administrative Citation pursuant to this Section.

ii. Violations. When the Official or Code Enforcement Officer finds that a Person has violated, or continues to violate, a provision of the Code subject to Administrative Citations, then the Official or Code Enforcement Officer has the authority to issue an Administrative Citation at their discretion. Issuance of an Administrative Citation shall not be a bar against, or a prerequisite for, taking any other action against the Person found to be in violation of the Code.

iii. Warning of Violation. When the Official or Code Enforcement Officer determines that a violation of the Code has occurred, they may issue at their discretion a warning of an Administrative Citation to the person responsible for the violation or upon the real or personal property related to the violation. A warning notice of violation is not a prerequisite to the issuance of a first administrative citation or any other penalty. The warning shall identify the Code or Ordinance section violated, a description of the violation and how it can be corrected. The warning shall specify a time and date by which the violation shall be corrected.

iv. Administrative Citations.

A. Content of Administrative Citation. The Administrative Citation must be issued on a form approved by the Official and shall contain the following information:

1. Date, location and approximate time of violation; and,
2. The Code Section violated and a brief description of the violation; and,
3. The amount of the penalty; and,
4. Instructions for payment of the penalty, the time period or specific date by which it shall be paid and consequences for a failure to pay the penalty within the specified time period; and,
5. Instructions on how to protest the Administrative Citation; and,
6. The name or a numerical identifier of the Official or Code Enforcement Officer who is administering the Administrative Citation.

B. Service of Administrative Citation. The Administrative Citation shall be deemed served upon the Person in violation if one (1) of the following have been fulfilled:

1. If the Person is present at the time of the violation then the Official or Code Enforcement Officer shall attempt to obtain their signature on and provide a copy of the Administrative Citation to the Person; or,
2. If the Person is not present, is otherwise unavailable at the time of the violation, or refuses to personally accept a copy of the Administrative Citation, then the Official or Code Enforcement Officer shall post a copy of the citation either: (1) in a conspicuous location on the real or personal property where the violation occurred; or (2) deliver a copy of the Administrative Citation to the County's last known address for the Person if said address is within the jurisdictional of the County; or,
3. If the Person has authorized delivery of written notices by electronic mail under the Chapter associated with the violation stated on the Administrative Citation, then the Citation may be delivered by electronic mail to the address on file with the County.

C. Administrative Citation Penalties.

1. Amount of Fee. Any person in violation of the Code and subject to an Administrative Citation shall be subject to the Administrative Fees in addition to any penalties or fees provided for in the Code. The Administrative Fees are established as follows:

- a. One Hundred (\$100) Dollars for the first infraction;
- b. Two Hundred Fifty (\$250) Dollars for a second infraction within one (1) year of the first infraction; and,
- c. Five Hundred (\$500) Dollars for a third infraction within one (1) year of the second infraction

The above fees may be assessed on a per violation basis. If the violation is not corrected within twenty-four (24) hours of receiving the first Administrative Citation, then additional Administrative Citations may be issued every twenty-four (24) hours until corrected unless pursuant to Subsection 2 below a specific time period to remedy the violation has been established .

2. *Time Period to Remedy Violation.* The Code Enforcement Officer, or other Official authorized in the Code to issue Administrative Citations, may authorize a specific time period, not to exceed thirty (30) days, for the Person in violation of the Code to remedy the violation without receiving any additional penalties.

- D. *Administrative Protest.* A Person desiring to dispute an Administrative Citation must file a written protest within fifteen (15) calendar days to the Official as described on the Citation, for the Official to reconsider issuance of the Administrative Citation. The written protest must request the reasons for the protest and contain any additional documents or other evidence the protestor desires to be considered by the Official. The reasons for protest shall be based on a claim that (1) the true intent of the Code or the rules legally adopted hereunder have been incorrectly interpreted; (2) the provision of the Code referenced does not apply; (3) the requirements of the Code are adequately satisfied by other means; or (4) that the strict application of any requirement of this Code would cause undue hardship. The written request shall also include any and all contact information for the protestor.

The filing of a written protest shall stay the requirement to pay any fee associated with the violation until a final decision is made and the protestor receives a written determination from the County.

Failure to file a notice of protest in writing within the established time period shall constitute a waiver of the right to protest the Administrative Citation. Upon receipt of a written protest, the Official may: (1) dismiss the Administrative Citation at their discretion; or (2) convene a hearing on the matter pursuant to the procedures established in this Section.

1. *Notice of Protest Hearing.* By way of the contact information provided on the written protest, the County Administrator, or their designee, shall either orally or in writing advise the protestor of the location, date and time of the hearing. Notice of the hearing must be provided at least two (2) business days prior to the hearing, excluding County recognized holidays and weekends.
2. *Protest Hearing Officer.* If a hearing is required, the County Administrator shall appoint a hearing officer. The hearing officer shall not be the individual who issued the Administrative Citation or their immediate supervisor. The hearing officer shall either (1) dismiss the Administrative Citation and provide a written justification for dismissal and provide a copy to the County and the protestor; (2) request additional documents or information from the Official or Code Enforcement Officer and may continue the hearing in order to review said documents or information; or (3) uphold the Administrative Citation at issue.
3. *Protest Hearing Procedure.* The protest hearing established in this Section shall be held as soon as practical but in any event no later than ten (10) business days after the County receives

the written protest. The hearing shall be informally conducted by the appointed hearing officer. The Code Enforcement Officer, or other Official, who issued the Administrative Citation shall present the facts and circumstances that resulted in a conclusion that a violation existed. The protestor shall be given the opportunity to present evidence to the hearing officer in the course of the hearing. Neither party shall have the right of cross-examination, but the hearing officer may make inquires of the witnesses and representatives, or allow cross examination if they so desire in their sole discretion. The protest hearing shall be recorded and transcribed at the expense of the requesting party. If the violation has been cured at the time of the protest hearing, the hearing officer shall have discretion to waive the administrative fee.

4. *Failure to Appear.* The failure of a Person to appear at the Administrative Protest hearing shall constitute a forfeiture of the protest and the Administrative Citation shall be fully enforceable.
5. *Final Decision.* The hearing officer shall provide the Official, or Code Enforcement Officer, and the Person who submitted the protest a written final determination which shall include a written decision and justification for the determination. The written decision shall be the final decision of the County on a protest of an Administrative Citation and the associated Administrative fee.

- v. In addition to an Administrative Citation, violations of the Code remain subject to all other penalties and remedies permitted under the Code or other applicable law. The Administrative Citation authorized by this Section shall be in addition to any other remedies available at law or in equity for a violation of the Code, and is not a required prerequisite for any other enforcement action authorized by the Code, nor shall it be in conflict with or be interpreted to supersede any requirements of state law, federal law, or regulations.

(b) *General Penalty.* Whenever in the Code, or in any ordinance or resolution of the County, any act is prohibited, declared to be unlawful, an offense, or misdemeanor; or the failure to do any act is declared to be unlawful, an offense, or a misdemeanor; and either this Section is directly referenced or no specific penalty is provided for the violation thereof, then the said violation of the Code, or any such ordinance or resolution, shall be subject to being found guilty of a misdemeanor and subject to a fine not exceeding Five Hundred (\$500) Dollars or imprisonment not exceeding thirty (30) days, or both. Whenever in this Code, or in any ordinance or resolution of the county, any act is prohibited or is declared to be unlawful or an offense or misdemeanor, or the doing of any act is required, or the failure to do any act is declared to be unlawful or an offense or a misdemeanor, and no specific penalty is provided for the violation thereof, the violation of any such provision of this Code, or any such ordinance or resolution, shall be subject to a fine not exceeding \$500.00 or imprisonment not exceeding 30 days.

- i. *Separate Offense.* ~~Each day a~~ Any violation of this Code or any such ordinance, resolution, rule, regulation or order ~~shall that~~ continues for a period of 24 hours shall constitute, except where otherwise provided, a separate offense.
- ii. *Summons for Enforcement.* There shall be made available to the Code Enforcement Officer and Sheriff's Department official of the county an ordinance summons which complies with the requirements of S.C. Code 1976, § 56-7-80. The form shall comply with the requirements of S.C. Code Ann. Section 56-7-80 (1976).
 - A. The Code Enforcement Officer and Sheriff's Department official shall be responsible for having the summons books printed, issuing blank summons books, and keeping a record of the summons forms assigned to an individual.
 - B. Any Code Enforcement Officer or Sheriff's Department official issuing an ordinance summons shall be responsible for forwarding the copy of the summons labeled "Court Copy" to the appropriate judicial office within one business day of issuing the summons. It shall also be the issuing officer's

responsibility to keep the copy of the summons labeled "Officer Copy" until the appointed hearing time. After all action concerning the summons has been concluded, the issuing officer shall turn the "Officer Copy" of the summons into the applicable Code Enforcement Department Director or the appropriate Sheriff's Department official within one business day. Failure to comply will not affect the validity of any charge or conviction.

- C. The Code Enforcement Department and Sheriff's Office shall be responsible for keeping the summons forms which have been turned in by code enforcement and law enforcement officers in a manner which will allow for an annual audit of the summons forms.

(c) Remedies Not Exclusive. The remedies provided within this Chapter for violations of the Code are not exclusive and shall not prohibit pursuit of any other remedies available in law or equity.

(d) Severability. Should any section, clause or provision of these regulations be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of these regulations as a whole or any part thereof other than the part declared to be unconstitutional or invalid; each section, clause or provision hereof being declared severed.

Chapter 3 ANIMALS

Sec. 3-1. Animal ordinance; penalties.

(a) The county hereby adopts as ordinances of the county the provisions of chapters one through seven of Title 47 of the S.C. Code of Laws of 1976, as amended.

(b) Enforcement. The county sheriffs department shall have the authority to enforce these ordinance in its entirety, and Code Enforcement Officers may issue the Administrative Citations as provided for in this Chapter. Tickets or warrants issued by the sheriffs department under the authority of this section shall cite this section, together with title, chapter and section number of the State Code violation which the sheriffs department agent contends has been violated. Nothing contained in this section shall be construed to require the county to assume any responsibility allocated to the state or any of its subdivisions by Title 47, nor is this section intended to supplant state enforcement of any provision in Title 47. This section shall be construed as concurrent with existing state law and state law enforcement.

(c) Administrative Citations, Penalties and Remedies.

- i. Administrative Citation. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation and the fines as established in Code Section 1-8(a).
- ii. Penalties. Any violation of this Chapter is subject to Code Section 1-8(b) but shall not exceed the lesser of the penalty provisions of the incorporated state law offense, or the enforcement authority of the county magistrate. Funds received by the county for violations of the Jasper County Animal Ordinance shall be deposited to the general funds of the county, except for any portion required by state law to be allocated to the state, or any subdivision thereof.
- iii. Remedies. In addition to any of the fees or penalties provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business. Specifically, any business establishment found to be in violation of this Chapter shall be subject to having its business license registration suspended or revoked in accordance with the Business License Ordinance established in Chapter 8 of the Code.

Chapter 4 ALCOHOLIC BEVERAGES

Sec. 4-3. Enforcement, Administrative Citation, Penalties/warning, and Remedies. Unless otherwise provided herein, violations of any provision of this Chapter are subject to the penalties provided for in this Section.

(a) Enforcement. Unless otherwise provided herein, Code Enforcement Officers, and Jasper County Sheriff's Office have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.

(b) *Administrative Citations.* Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(c) *Penalty.* The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Violations of the provisions of this chapter shall subject the offender to the penalties as provided in section 1-8 of the Jasper County Code of Ordinances. Persons in control of the establishment, whether owners, controlling officers, lessees, managers, or employees shall be liable for violation of this chapter, and individually subject to the penalty provisions of section 1-8(b). Each such person, firm, corporation or agent shall be deemed guilty of a separate offense for each and every day during which any violation of any of the provisions of this chapter is committed or continued.

- i. *Patrons and Guests.* Patrons and guests who violate this ordinance Chapter's provisions concerning leaving the premises shall be subject to the penalty provisions of sSection 1-8(b); provided, however, should the patron or guest have made arrangements for transportation off the premises and such transportation not yet arrived as of the expiration of the grace period provided in sSection 4-2 of this eChapter, such patron or guest shall be given a warning instead of a violation upon providing some proof of the arrangement for transportation.

(d) *Additional Remedies.* The county attorney is authorized to pursue any additional or alternative civil remedies as available and appropriate to ensure timely and ongoing compliance with this chapter, as well as seeking administrative or judicial relief to have such activities to be deemed a public nuisance.

- i. *Business License.* In addition, aAny business establishment found to be in violation of this chapter shall be subject to having its business license registration suspended or revoked in accordance with procedures otherwise applicable to such proceedings, including appellate proceedings under the business license ordinance the Business License Ordinance established in Chapter 8 of the Code.

Chapter 6 BUILDINGS AND BUILDING REGULATIONS

ARTICLE II. TECHNICAL CODES

DIVISION I. GENERALLY

Sec. 6-34. Violations; Enforcement, Administrative Citations, and Penalties.

- (a) *Enforcement.* Unless otherwise provided herein, Code Enforcement Officers and other Officials with authority to enforce provide through State or Federal laws have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter. The enforcement authority provided herein shall not be interpreted to conflict with State or Federal laws associated with building code regulations, and if a conflict occurs then the enforcement authority established in State or Federal laws shall be followed.

- (b) *Administrative Citations.* Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. Permit or License Revocation. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(c) *Penalty.* The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor

and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. ~~The violation of any of the codes or regulations adopted pursuant to the provisions of this article is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-8(b).~~ Each day such violation shall continue shall be deemed a separate offense. In case of any violation of or proposed violation of the codes or regulations adopted pursuant to this article, the codes department director or other appropriate authority of the county, ~~or any adjacent or neighboring property owner who would be damaged by such violation may,~~ in addition to other remedies, apply for injunctive relief, mandamus or other appropriate proceedings to prevent, correct or abate such violation or threatened violation.

(b) Nothing in this article or in the codes adopted in this article shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired or liability incurred, or any cause of action accrued or existing under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired or affected by this article.

DIVISION 4. GATE ACCESS PROGRAM

Sec. 6-123. Responsibility- Administration and Enforcement.

The county fire marshal is charged with the overall responsibility for administering, coordinating and implementing the requirements set forth in this division. Unless otherwise provided herein, the County Fire Marshal or a Code Enforcement Officer have the authority to enforce all provisions of this Article. The named enforcement officers in this Section are empowered to issue Administrative Citations and Uniform Summons for criminal violations to persons violation any provision of this Article.

Sec. 6-126. ~~Violation a misdemeanor.~~ Administrative Citation, Penalty, and Remedies.

~~Violation of any provision of this division shall be a misdemeanor punishable as provided in section 1-8.~~

(a) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(b) Penalty. Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

(c) Additional Remedies. The county attorney is authorized to pursue any additional or alternative civil remedies as available and appropriate to ensure timely and ongoing compliance with this chapter, as well as seeking administrative or judicial relief to have such activities to be deemed a public nuisance.

- i. Business License. Any business establishment found to be in violation of this Article shall be subject to having its business license registration suspended or revoked in accordance with the Business License Ordinance established in Chapter 8 of the Code.

ARTICLE IV. FLOOD DAMAGE PREVENTION ***DIVISION 1. GENERAL STANDARDS***

Sec. 6-150. Administrative Citation and Penalties for violation.

(a) Violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor pursuant to Code Section 1-8.

(b) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(c) Penalty. Penalty. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

(d) Additional Remedies. The county attorney is authorized to pursue any additional or alternative civil remedies as available and appropriate to ensure timely and ongoing compliance with this chapter, as well as seeking administrative or judicial relief to have such activities to be deemed a public nuisance.

- i. Business License. Any business establishment found to be in violation of this Article shall be subject to having its business license registration suspended or revoked in accordance with the Business License Ordinance established in Chapter 8 of the Code.

DIVISION 3. ADMINISTRATION

Sec. 6-174. Administrative procedures.

(b) *Stop-work orders.* Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this article, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor pursuant to Code Section 1-8.

ARTICLE V. PROPERTY MAINTENANCE

Sec. 6-202. ~~Appointment of DSR Enforcement~~; fees.

(a) The development services representative (DSR) identified in the county zoning ordinance § 19:1 and his designees, or Code Enforcement Officer shall enforce this article under the overall control of the county administrator.

(b) *Fees.* The fees for activities and services performed by the DSR in carrying out responsibilities under this article shall be adopted by resolution of council.

Sec. 6-205. Stop work order.

(a) *Authority.* Whenever the DSR finds any work regulated by this article being performed in a manner contrary to the provisions of this article or in a dangerous or unsafe manner, the DSR is authorized to issue a stop work order.

(b) *Issuance.* A stop work order shall be in writing and shall be given to the owner of the property, to the owner's agent, a party in interest or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

(c) *Emergencies.* Where an emergency exists, the DSR shall not be required to give a written notice prior to stopping the work.

(d) *Failure to comply.* Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~guilty of a misdemeanor and subject to penalty as provide by law.~~ deemed a violation of this Article.

Sec. 6-206. Violations.

- (a) *Unlawful acts.* It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this article.
- (b) *Notice of violation.* The DSR shall serve a notice of violation or order in accordance with section 6-207(c).
- (c) *Prosecution of violation.* Any person failing to comply with a notice of violation or order served in accordance with section 6-207 shall be deemed guilty of a misdemeanor and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the DSR shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this article or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction of such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.
- (d) *Violation penalties.* Any person, who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state laws or the county Code. ~~Each day~~ Every 24 hours that a violation continues after due notice has been served shall be deemed a separate offense. The violation of the provisions of this Article is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.
- (e) *Abatement of violation.* The imposition of the penalties herein prescribed shall not preclude the county attorney from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy or utilization of a dwelling structure or premises, or to stop an illegal act.

Chapter 8 BUSINESSES ARTICLE I. IN GENERAL

Sec. 8-1. Enforcement of Cehapter; Administrative Citations; Penalties, Remedies; conflict with other laws. Unless otherwise provided herein, violations of any provision of this Chapter are subject to the remedies and penalties provided for in this Section.

- (a) *Enforcement.* Unless otherwise provided her herein, the County Administrator or their designee, Code Enforcement Officers, and the License Official or their designee have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and unform summons for criminal violations to persons violating any provision of this Chapter.
- (b) *Administrative Citations.* Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).
 - i. *Administrative Fines.* Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
 - ii. *In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.*
- (c) *Penalty.* The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter, and pursuant to the authority provided by S.C. Code 1976 §22-3-550 as amended, is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Pursuant to S.C. Code 1976, § 22-3-550, as amended, any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and subject to a fine of not more than \$500.00 and/or imprisonment not exceeding 30 days. Each day of the violation shall constitute a separate offense. Additionally, the county may seek remedy through civil or criminal court and, upon conviction, the offender

~~may be required to forfeit and pay such penalties or restitution as the court may decide as prescribed by state law for each offense.~~

- (d) Additional Remedies. In addition to all other penalties or remedies established in this Section, the County may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the court may decide as prescribed by state law for each offense. Whenever it shall come to the attention of the County Administrator or their designee, or the County's license coordinator that any provision of these regulations has been or is being violated, the license coordinator may, on behalf of, and in the name of, the county, immediately institute suit and prosecute the same to final judgment. ~~Further, should any business establishment stand in violation of the provisions of this ordinance, either for non payment of the required license fee or in violation of any of the provisions herein for more than 30 days after proper notice as described herein, the license coordinator shall cause the doors to the business to be padlocked until such time as the violation is remedied. Any business establishment found to be in violation of this Chapter shall be subject to having its business license registration suspended or revoked.~~
- (e) In interpreting and applying the provisions of these regulations, the requirements shall be considered as the basic requirements for the provision of business licenses within the jurisdiction of the county. It is not the intent of these regulations to interfere with or abrogate or annul any easements, covenants or other agreements between parties; provided, however, that where these regulations impose a greater restriction upon a business or require other restrictions which may appertain to a business greater than those imposed by the other resolutions, rules or regulations, or by any easements, covenants or agreements, or by any ordinances, the provisions of these regulations shall prevail.

ARTICLE II. LICENSES

Sec. 8-44. Denial of license.

The license official may deny a license to an applicant when the license official determines:

- (1) The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;
- (2) The activity for which a license is sought is unlawful or constitutes a public nuisance per se or per accidents;
- (3) The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- (4) The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the county or in another jurisdiction;
- (5) The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the county of any tax or fee, including but not limited to, any fee associated with the issuance and receipt of an Administrative Citation;
- (6) A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or
- (7) The license for the business or for a similar business of the licensee in the county or another jurisdiction has been denied, suspended, or revoked in the previous license year.

A decision of the license official shall be subject to appeal ~~as herein provided~~ as described in Section 8.46 Appeals. Denial shall be written with reasons stated.

Sec. 8-45. Suspension or revocation of license.

When the license official determines:

- (1) A license has been mistakenly or improperly issued or issued contrary to law;

- (2) A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this article;
- (3) A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- (4) A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- (5) A licensee has engaged in an unlawful activity or nuisance related to the business; or
- (6) A licensee is delinquent in the payment to the county of any tax or fee, including but not limited to, any fee associated with the issuance and receipt of an Administrative Citation.

The license official may give written notice to the licensee or the person in control of the business within the county by personal service or mail that the license is suspended pending a single hearing before council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this article.

Sec. 8-49. Violations. Reserved.

~~Any person violating any provision of this article shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than 30 days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this article.~~

ARTICLE III. GAMING DEVICES

Sec. 8-102. Penalty for violation of article. Reserved.

~~Any person violating any provisions of this article shall be deemed guilty of an offense and shall be subject, upon conviction, to punishment in accordance with section 1-8. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties and costs provided for in this article.~~

Chapter 9 CIVIL EMERGENCIES
ARTICLE I. IN GENERAL

Sec. 9-5. Enforcement of Chapter, Administrative Citations, Penalties and Remedies. Unless otherwise provided herein, violations of any provision of this Chapter are subject to the penalties and remedies provided for in this Section.

(a) **Enforcement.** Unless otherwise provided herein, Code Enforcement Officers and the County Fire Chief have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.

i. **Fire Emergency Authority.** The County Fire Chief may designate individuals with authority to direct and control traffic at the scene of any fire or emergency in the County and enforce the laws of this State and County relating to the following of fire-apparatus, or rescue or emergency vehicles, the crossing of fire hose, and interfering with firemen, rescue or emergency responders in the discharge of their duties in connection with a fire, rescue or emergency responders in the same manner as provided for the enforcement of such laws by law enforcement officers.

(b) **Administrative Citations.** Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(c) Penalties. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

(d) Additional Remedies. In addition to all other penalties or remedies established in this Section, the County may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the Court may decide as prescribed by state law for each offense.

i. Business Licenses. Pursuant to the authority provided in Chapter 8 of the Code, whenever it shall come to the attention of the County Administrator or their designee, or the County's license coordinator that any provision of this Chapter has been or is being violated, the license coordinator may, on behalf of, and in the name of, the County, immediately institute suit and prosecute the same to final judgment. ~~Further, should any business establishment stand in violation of the provisions of this Chapter for more than 30 days after proper notice as described in Chapter 8 of the Code, the license coordinator shall cause the doors to the business to be padlocked until such time as the violation is remedied. Any business establishment found to be in violation of this Chapter shall be subject to having its business license registration suspended or revoked.~~

ARTICLE III. COUNTY EMERGENCY SERVICES

Sec. 9-61. ~~Enforcement.~~ Willful Obstruction.

It shall be unlawful for any reason to violate any of the provisions of this act or the regulation issued pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the emergency services in the enforcement of the provisions of this act, or any regulation issued thereunder. Any person found in violation of this ~~article~~ Section shall be guilty of a misdemeanor.

ARTICLE VI. OFFENSES AND MISCELLANEOUS PROVISIONS

DIVISION 1. PROHIBITED ACTS; INTERFERENCE WITH FIRE APPARATUS OR SCENE; HAZARDOUS MATERIALS

Sec. 9-102. Code adopted.

- (a) The most recently promulgated edition of the Standard Fire Protection Code is hereby adopted for the Jasper County Fire-Rescue District.
- (b) In the event that any matters in said code are contrary to existing ordinances of the county, the ordinances adopting the aforementioned Code and amendments thereto shall prevail. Provisions of said ordinances not inconsistent with the Code remain in full force and effect for Jasper County, South Carolina.
- (c) When reference is made in the Standard Fire Protection Code to the duties of officials named therein, that designated official in Jasper County, South Carolina, is the deputy administrator for emergency services who shall be deemed to be the responsible official insofar as enforcing the provisions of said Code are concerned.
- (d) Violations of ~~said~~ the Standard Fire Protection Code shall be a violation of this article.

Sec. 9-103. ~~Penalty for violation.~~ Reserved.

~~Any violation of this article shall constitute a misdemeanor and shall be punishable by a fine of not less than \$500.00 or 30 day of confinement.~~

DIVISION 2. OPEN BURNING; NOTIFICATION; PENALTIES

Sec. 9-125. Fires shall be prohibited as follows.

- (a) The county fire chief and or his/her designee, may prohibit open burning during such times as may be necessary depending upon atmospheric conditions, local weather patterns, or other such circumstances as would exist to make open burning hazardous.
- (b) The only materials that may be lawfully burned as permitted in section 9-123 above, are those vegetative materials which shall have originated on the site in which they are proposed to be included in any open burning. All other materials or items are prohibited from being burned on properties located within the unincorporated areas of Jasper County, which materials shall include, but not be limited to; asphalt and asphaltic materials, paint, plastics, metals, treated wood, paper, petroleum products, demolition debris, dead animals, construction debris, household chemicals, household garbage, tires, trade waste and cardboard.

Sec. 9-130. Enforcement and penalties.

Enforcement of this division shall fall under the jurisdiction of both the Jasper County Fire Marshal's Office, officers of the Jasper County Sheriff's Office and Jasper County Codes Enforcement shall have the authority to exercise full discretion in deciding whether to issue a warning, subpoena or a citation when investigating complaints that arise under this division. ~~Any violation of this division may be punishable by a fine of up to \$500.00, or up to 30 days imprisonment.~~

CHAPTER 10 NUISANCES, JUNKYARDS, NOISE, AND LITTER
ARTICLE I. IN GENERAL

Sec. 10-2. ~~Compliance officer/code enforcement officer official duties and powers.~~ Enforcement and Administering.

(a) Enforcement. Unless otherwise provided herein Code Enforcement Officers, Litter Control Officers, and the County Fire Chief have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and uniform summons for criminal violations to persons violating any provision of this Chapter.

(b) *In General.*

- (1) The director of planning and building services, or his or her designee, including where required by statute to be the building ~~compliance officer(s)~~ Code Enforcement Officer, other appropriately appointed officials administering or enforcing codes regulating buildings and constructions services, the county litter control officer(s), as applicable, officers of the sheriff's department, and other appropriately appointed officials administering or enforcing codes pursuant to appointments made by county council under the authority of § 4-9-145 of the Code of Laws of South Carolina (hereinafter generically "~~compliance officer~~" or "codes enforcement officer") shall enforce the provisions of this Code (meaning the Code of Ordinances of Jasper County, South Carolina) and applicable state statutes. If a ~~compliance officer~~ Code Enforcement Officer determines that any of the provisions of any article of this chapter is being violated, he or she shall enforce the requirements of the ordinance by any and all lawful means. The ~~compliance officer~~ Code Enforcement Officer is not generally required to warn a violator before the issuance of an ordinance summons or the institution of enforcement procedures, except as other ordinances may provide for such warning. The ~~compliance officer~~ Code Enforcement Officer may invoke a single course of enforcement or parallel courses of enforcement in his discretion as the exigencies of the circumstances demand.
- (2) *Administrative and interpretive authority.* The ~~compliance officer~~ Code Enforcement Officer, with the consent of the county administrator, shall have authority as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and procedures; to interpret and implement the provisions of the applicable codes; and to secure the intent thereof. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this Code, or of violating accepted engineering methods involving public safety.
- (3) *Inspections.* The ~~compliance officer~~ Code Enforcement Officer shall carry proper identification when inspecting structures or premises in the performance of duties under this Code. The ~~compliance officer~~ Code Enforcement Officer

Officer shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The ~~compliance officer~~ Code Enforcement Officer is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority. The ~~compliance officer~~ Code Enforcement Officer shall issue all necessary notices or orders to ensure compliance with this Code. The ~~compliance officer~~ Code Enforcement Officer shall keep official records of all business and activities of the department specified in the provisions of this Code. Such records shall be retained in the official records as long as the building or structure to which such records relate remains in existence, unless otherwise provided for by other regulations.

(4) *Right of entry, permissive and by warrant.*

- a. The ~~compliance officer~~ Code Enforcement Officer shall, after proper presentment of identification and notification, have the right and authority to go onto the grounds of any premises within the unincorporated county at any reasonable time for the purpose of making inspections to ascertain if the premises are in compliance with this chapter.
- b. The ~~compliance officer~~ Code Enforcement Officer, county health officer, or any other appropriate county official shall, after proper presentment of identification and notification, have the right and authority to enter premises after receiving permission from a responsible person within the unincorporated county at any reasonable time for the purpose of making inspections to ascertain if the premises are in compliance with this chapter.
- c. If any responsible person owning or residing in the premises shall refuse to allow the county official to enter onto any grounds or enter into any premises in the unincorporated county for the purposes of conducting the inspection as provided in this section, the county official shall make no entry, but shall withdraw and make application to the magistrate's court for an administrative search warrant to be issued.
- d. An administrative search warrant can be obtained if there is a showing that reasonable administrative or legislative standards are in place for the issuance of the administrative warrant and the conduct of the search. For the purposes of establishing reasonable standards, and for securing an administrative search warrant, the requesting official must affirm that:
 1. The relevant codes, regulations or statutes are in place pertaining to the property;
 2. The requesting official has attempted peaceful entry or has sought permission to enter for the limited purpose of code inspection;
 3. Permission has been denied;
 4. There exist facts and circumstances that lead the affiant to believe, based upon his education, training or experience, that code violations exist that could impact fire laws, or could pose imminent danger to the occupant;
 5. The stated object and purpose of the search must be adequately specific so that the reasonableness of the scope of the search is not expanded past regulatory purposes; and
 6. The search warrant shall not be used as a pretext for a criminal search.
- e. The magistrate's court judge for the county is hereby authorized to issue administrative search warrants to allow the code enforcement officer, county health officer, or any other appropriate county official to enter any premises within the unincorporated county under the terms and conditions as deemed by the municipal court judge.
- f. A law enforcement officer must accompany the official to the premises to assist in the safer execution of the administrative search warrant under the provisions of this section.
- g. It shall be unlawful for any person having control of any premises for which an administrative search warrant has been issued to prohibit the entry onto the premises by the person as authorized.
- h. Where a violation is in clear view from a public road or adjoining property, on which permission has been granted to enter, the officer, employee or agent of the county may issue a summons for the violation.

Sec. 10-3. Administrative Citations, Penalties and Remedies.

(a) Administrative Citations. Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(b) Penalties. The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Every 24 hours that the violation continues to exist shall constitute a separate violation.

- i. Litter Violation Penalty. For violations of Article III of this Chapter, in addition to the fine or term of imprisonment, the court may also impose eight hours of litter-gathering labor for a first conviction, 16 hours of litter-gathering labor for a second conviction, and 24 hours of litter-gathering labor for a third or subsequent conviction, all under the supervision of the court; or such other term of litter-gathering labor or public service as the court deems appropriate.

(c) Additional Remedies. In addition to all other penalties or remedies established in this Section, the County may seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the Court may decide as prescribed by state law for each offense.

- i. Business License. Any business establishment found to be in violation of this chapter shall be subject to having its business license registration suspended or revoked in accordance with procedures otherwise applicable to such proceedings, including appellate proceedings under the business license ordinance.
- ii. Separate Costs. In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a criminal conviction for a violation of this Chapter shall be separate and apart from any inspection costs and cleanup or abatement costs incurred by the County in abating said nuisance or any violation of this Chapter; and shall be in addition to all other remedies available to the county under state law and local ordinances. The County may place a mechanics lien on any property associated with said costs associated with this Section.

ARTICLE II. NUISANCES

DIVISION 1. GENERALLY

Sec. 10-21. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Compliance officer~~ or means a law enforcement officer, the county planning and building services director, anyone qualified he or she designates to act in such capacity on his behalf or anyone designated as such by the county administrator, including the code enforcement official or other county employee or official as may be designated in writing by the county administrator or sheriff to enforce the provisions of this chapter, and other appropriately appointed officials administering or enforcing codes pursuant to appointments made by council under the authority of § 4-9-145 of the Code of Laws of South Carolina.

Sec. 10-25. Abatement procedure/compliance order.

(a) Whenever the ~~compliance officer~~ Code Enforcement Officer determines that any property is maintained in violation of one or more of the provisions of this chapter, he or she shall serve on one or more of the responsible parties a written compliance order citing:

- (1) The date and location of the violation;

- (2) The section of the Code violated and a brief description of the violation;
 - (3) The actions required to correct the violation or abate the condition;
 - (4) The time period after which the county will enter the property to abate the conditions.
- (b) The time period for abatement shall be at least 30 days, unless it is determined by the ~~compliance officer~~ Code Enforcement Officer that the conditions constitute an imminent threat to the public health, safety or welfare. The ~~compliance officer~~ Code Enforcement Officer may grant an extension of 180 days or less upon good cause, provided the responsible party signs a written agreement to abate the nuisance within a time certain. The board of zoning appeals may grant a one-time extension of 180 days or less in addition to the time provided by the ~~compliance officer~~ Code Enforcement Officer where the board deems such extension is warranted.
- (c) If a person fails or refuses to discharge the duties imposed by section 10-25, the county may concurrently serve an administrative notice to abate a public nuisance upon the owner or occupant and demand that compliance must be achieved within the time specified in the notice. The county shall determine the individual, firm or corporation or lien holder who, from the records in the unincorporated county tax assessor's office, appears to be the titled owner or lien holder of the property and cause a written notice of public nuisance to be served on such individual, firm or corporation or lien holder by:
- (1) Personal service as attested to by affidavit of service; or by
 - (2) Copy mailed to such owner or lien holder at such place or address by United States certified mail return receipt requested; or
- (d) If the whereabouts of the responsible persons are unknown and cannot be ascertained in the exercise of reasonable diligence, the serving of the compliance order may be made by publishing it once each week for two consecutive weeks in a newspaper of general circulation in the county and notice shall be posted on the property and allowed to remain for up to 30 days and shall indicate the nature of the violation, identification of the property affected, with date of posting, and contact information, which shall serve as notice to the public.

Sec. 10-26. Voluntary correction.

- (a) *Applicability.* This section applies when the designated ~~compliance official (hereinafter compliance officer)~~ code enforcement officer determines that a violation of an ordinance or regulation has occurred or is occurring.
- (1) *General.* The ~~compliance officer~~ Code Enforcement Officer shall pursue a reasonable attempt to secure voluntary correction by causing written notice to be given to the person responsible for the violation where possible, or to the owner of record at the public address of record or 9-1-1 address, explaining the violation and the abatement and appeals process.

Sec. 10-30. Penalties. Reserved.

- (a) ~~Enforcement of this article's provisions may be accomplished upon the institution of criminal process by way of uniform traffic ticket, county ordinance summons or warrant made only by a law enforcement officer or appropriate government official, including compliance or code enforcement officers. Any person who violates any provision of this chapter is guilty of a misdemeanor and, upon conviction, must be fined not more than \$500.00 and/or be imprisoned for not more than 30 days. No fine imposed pursuant to this chapter may be suspended to less than \$250.00. No sentence of imprisonment imposed pursuant to this chapter may be suspended. In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a criminal conviction for a violation of this chapter shall be separate and apart from any inspection costs and cleanup or abatement costs incurred by the county in abating said nuisances; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~
- (b) ~~Each day that the nuisance continues to exist shall constitute a separate violation.~~
- (c) ~~Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a nuisance, or an administrative decision or assessment by the compliance official, shall be made pursuant to section 10-32.~~

Sec. 10-32. Appeal procedures; hearing.

- (a) The responsible person, owner or occupant, or the lien holder of the property aggrieved by a finding of public nuisance or other decision or assessment by the ~~compliance officer~~ Code Enforcement Officer may appeal the decision by written request stating the reasons therefore, filed with the ~~compliance officer~~ Code Enforcement Officer within ten days after service by certified mail or personal service of the notice of public nuisance or other decision or assessment. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted hereunder have been incorrectly interpreted, the provision of this Code does not apply, the requirements of this Code are adequately satisfied by other means, or that the strict application of any requirement of this Code would cause undue hardship.
- (b) *Appeal of finding of nuisance.* The county administrator shall appoint a hearing officer or, upon request of the appellant, a hearing panel to hear the appeal. This appeal stays the public abatement until such time as the matter is heard and decided by the hearing officer or panel unless an emergency abatement as authorized by the county administrator is necessary to preserve public health, safety or welfare. The appeal must be received by the county administrator before the time specified in the notice. The appeal may be faxed or emailed to the county administrator. The written demand shall include a contact number, either phone or facsimile in order for the person to be informed of the hearing location, date and time. It shall not be a defense to the determination that a public nuisance exists that the property is boarded up or otherwise enclosed.
- (c) *Failure to appeal.* Failure to timely appeal constitutes a waiver of the right to appeal the existence of a public nuisance.
- (d) *Appeal of assessment.* Further, in those instances where the nuisance has been abated by the unincorporated county after the required notice of subsection 10-26(b), the owner or occupant of the property who has been served with a notice of assessment pursuant to section 10-29 of this article may make a written demand to the county administrator for a hearing to review the cost of the abatement. This appeal stays the attachment of the lien until such time as the matter is heard and decided by the hearing officer or hearing panel. The appeal of the assessment must be received by the county administrator within five business days of the appellant's receipt of the notice of assessment. The written demand shall include a contact number, either phone or facsimile in order for the person to be informed of the hearing location, date and time. In an appeal of the assessment of costs, no testimony shall be permitted on the issue of the existence of the public nuisance.
- (e) *Failure to appeal assessment.* Failure to timely appeal constitutes a waiver of the right to appeal the assessment of costs.
- (f) *Notice of the hearing.* By way of the contact numbers provided in the written demand, the county administrator shall orally advise the owner of the location, date and time of the hearing. Notice of the hearing must be provided at least two business days prior to the hearing, excluding county recognized holidays and weekends.
- (g) *Time and manner of hearing.* The hearings as allowed under this section shall be held as soon as practical but in any event no later than five business days after receipt of the appeal, excluding county recognized holidays and weekends. The hearing shall not be conducted under the strict rules of evidence. The hearing shall be informally conducted by the hearing officer or panel. If a panel has been appointed, the panel shall elect one of its members to act as chairperson. The ~~compliance officer~~ Code Enforcement Officer shall present the facts and circumstances that resulted in a conclusion that a nuisance existed. The owner, occupant or lien holder, or their agents, representatives or attorneys shall be given the opportunity to present evidence to the hearing officer in the course of the hearing. Neither party shall have the right of cross-examination, but the hearing officer or panel may make inquiries of the witnesses and representatives, or allow cross examination if they so desire in their sole discretion. The proceedings shall be recorded and transcribed at the expense of the party so requesting. When the nuisance has been abated by the county and the person has appealed the assessment of the administrative fee and actual costs, the hearing officer or panel shall have discretion to waive the administrative fee or the public cost of abating a nuisance, in whole or in part, if, in the course of the hearing and reviewing the decision, the hearing officer or panel finds that justice and equity require such waiver or that any of the following did not conform to the provisions of this article:
- (1) The notice to remove the nuisance;
 - (2) The work performed in abating the nuisance;
 - (3) The computation of charges.

- (h) The hearing officer, or if there is a hearing panel by majority vote of members present, shall render a decision based on findings of fact and application of the standards herein. The decision of the hearing officer or panel is the final decision of the county, and shall be delivered orally to the appellant on the date of the hearing, and then, if requested, written and mailed to the address provided. The hearing officer or panel shall affirm, modify, or reverse the decision of the ~~compliance officer~~ Code Enforcement Officer, or grant a one-time extension of no more than 180 days additional to the time period already provided by the ~~compliance officer~~ Code Enforcement Officer for abatement.
- (i) *Administration.* The planning and building services director shall cause the ~~compliance officer~~ Code Enforcement Officer to take immediate action in accordance with the decision of the board.
- (j) *Court review.* Any person, whether or not a previous party of the appeal, shall have the right to appeal to the circuit court, provided such person has standing under the general rules regarding standing determinations in judicial review proceedings. The factual findings of the hearing officer or appeals panel shall be deemed findings of fact subject to the same judicial deference given findings of facts by the zoning board of appeals, and the review shall be a record review, not a review *de novo*.
- (k) *Stays of enforcement.* Appeals of notice and orders (other than imminent danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the hearing officer or panel.

ARTICLE III. LITTERING

Sec. 10-52. ~~Enforcement.~~ Evidence of Littering.

- (a) ~~All animal and environmental control officers, litter control officers, codes enforcement officers, the director of the county public works department, and all certified officers of the sheriff's office are empowered to enforce the provisions of this article.~~
- (b) ~~The named enforcement officers are empowered to issue citations to persons violating any provision of this article.~~
- (c) ~~All of the named enforcement officers may serve and execute all warrants, citations, and other process issued by the courts in enforcing the provisions of this chapter. In addition, the mailing by registered mail of such process to his/her last place of residence shall be deemed as personal service upon the person charged.~~
- (d) Evidence shall be pPrima facie evidence if:
 - (1) ~~If~~ the throwing, dumping, or depositing of litter was done from a motor vehicle or boat, except a motor bus, it shall be prima facie evidence that the throwing, dumping, or depositing was done by the driver of the motor vehicle or boat; nonetheless, the owner of the vehicle or boat remains liable pursuant to section 10-51(b)(3) above, but only one fine may be assessed for each instance of littering.
 - (2) If litter discarded can be identified with a person's name, it shall be prima facie evidence that the throwing, dumping, or depositing was done by the person whose name appears on the litter.

Sec. 10-53. ~~Penalties.~~ Reserved.

- (a) ~~Any person who violates any provision of this article is guilty of a misdemeanor and, upon conviction, must be fined not more than \$500.00 and/or be imprisoned for a period of not less than two days nor more than 30 days. No fine imposed pursuant to this section may be suspended to less than \$200.00. No sentence of imprisonment imposed pursuant to this section may be suspended.~~
- (b) ~~In addition to the fine or term of imprisonment, the court may also impose eight hours of litter gathering labor for a first conviction, 16 hours of litter gathering labor for a second conviction, and 24 hours of litter gathering labor for a third or subsequent conviction, all under the supervision of the court; or such other term of litter gathering labor or public service as the court deems appropriate.~~
- (c) ~~In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a conviction for a violation of this chapter shall be separate and apart from any cleanup or abatement costs incurred by the county in abating said littering; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~

Sec. 10-54. Administrative Determination Appeals.

~~Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals.~~ Appeals of determinations of the existence of a nuisance, or an administrative decision or assessment by the ~~compliance official~~ Code Enforcement Officer or director of planning and building services, shall be made pursuant to section 10-332.

ARTICLE IV. NOISE

Sec. 10-62. Citation of violators.

The county sheriff's office, in cooperation with county government, shall enforce the provisions of this article. After receiving a complaint and upon a finding by an officer of a violation, any offender shall have an opportunity to immediately abate the offending noise without penalty. However, if the violation continues or reoccurs at any time, the offender shall be guilty of a misdemeanor and shall be punished to the extent provided for in this article. The violation of this Article is hereby declared to be a misdemeanor, and upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code. Every 24 hours that the violation continues to exist shall constitute a separate violation.

Sec. 10-64. Penalties. Reserved.

~~(a) Any person who violates any provision of this chapter is guilty of a misdemeanor and, upon conviction, must be fined not more than \$500.00 and/or be imprisoned for not more than 30 days. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued. No fine imposed pursuant to this chapter may be suspended to less than \$100.00. In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Any punishment including fines imposed pursuant to a criminal conviction for a violation of this chapter shall be separate and apart from any inspection costs or abatement costs incurred by the county in abating said nuisances; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~

Sec. 10-65. Appeals.

Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a ~~nuisance-noise~~, or an administrative decision or assessment by the ~~compliance official~~ County Sheriff's Office, shall be made pursuant to section 10-332.

ARTICLE V. JUNKYARDS/VEHICLE GRAVEYARDS

Sec. 10-74 ~~Administration and enforcement.~~

- ~~(a) The county planning and building services and public works departments shall be charged with the enforcement of this article.~~
- (b) The responsible person, owner or operator of a place of business, or the owner or occupant of a non-business property, who commits or permits acts in violation of the provisions of this article shall be sent a written notice by certified mail to bring the activity or property into compliance with the provisions of this article within 90 days of the receipt of such notice. Failure to comply within the specified time limit shall be deemed to be an offense against such chapter, and if such operation or condition shall continue or be permitted to exist subsequent to the expiration of the time limit specified within the notification, each day thereafter shall constitute a separate offense, without necessity of an additional written notice to bring the property into compliance being mailed.

Sec. 10-75. Penalties.

~~(a) Every violation of any provision of this article shall subject the offender to a fine of not more than \$500.00 and/or imprisonment for not more than 30 days. Each such offender shall be deemed guilty of a separate offense for each and~~

~~every day or portion thereof during which any violation of any of the provisions of this article is committed or continued. No fine imposed pursuant to this chapter may be suspended to less than \$250.00.~~

- (b) In its discretion, the county may elect to use other applicable Code sections pertaining to remediation, abatement or offenses. Should the county elect to have the site cleared and bill to property owner for the work, and the owner/operator fail to pay for the clean-up, the county may elect to file a mechanics' lien on the property for the amount owed. In addition, the county may, at any time subsequent to written notice of a violation, elect to utilize the additional enforcement actions provided in section 10-25.
- ~~(c) Any punishment including fines imposed pursuant to a criminal conviction for a violation of this article shall be separate and apart from any inspection costs or abatement costs incurred by the county in abating said nuisances; and shall be in addition to all other remedies available to the county under state law and local ordinances.~~
- ~~(d) An individual violating the provisions of this chapter regarding junked appliances, trash, or vehicles on his non-business property, or dumping same on rights of way or others property shall likewise be deemed guilty of a misdemeanor having a fine not to exceed \$500.00 and/or imprisonment for 30 days, each day the violation continues may be deemed a separate offense, and may likewise be subject to a proceeding by the county to compel compliance with the provisions of this article under section 10-25.~~

Sec. 10-76. Appeals.

Any appeal from a criminal proceeding regarding violations of this article shall be to the circuit court pursuant to the provisions provided by state statutes for such appeals. Appeals of determinations of the existence of a nuisance, or an administrative decision or assessment by the ~~compliance official~~ Code Enforcement Officer, shall be made pursuant to section 10-32.

Chapter 18 OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE I. IN GENERAL

Sec. 18-1. ~~Ordinance summons for enforcement of county ordinances.~~ Enforcement, Administrative Citation, Penalties and Remedies. Unless otherwise provided herein, violations of any provision of this Chapter are subject to the remedies and penalties provided for in this Section.

- ~~(a) There shall be made available to the code enforcement officers and sheriff's department of the county an ordinance summons which complies with the requirements of S.C. Code 1976, § 56-7-80. The form shall be substantially the same as the form which is attached to the ordinance from which this section is derived as attachment A, which is incorporated as part of this section by reference. For purposes of this section, any employee of the department of public works is a code enforcement officer for the purposes of any littering, dumping or animal control ordinance.~~
- ~~(b) The finance department shall be responsible for having the summons books printed, issuing blank summons books, and keeping a record of the summons forms assigned to an individual.~~
- ~~(c) Any officer issuing an ordinance summons shall be responsible for forwarding the copy of the summons labeled "Court Copy" to the appropriate judicial office within one business day of issuing the summons. It shall also be the issuing officer's responsibility to keep the copy of the summons labeled "Officer Copy" until the appointed hearing time. After all action concerning the summons has been concluded, the issuing officer shall turn the "Officer Copy" of the summons in to the finance department within one business day. Failure to comply will not affect the validity of any charge or conviction.~~
- ~~(d) The finance department shall be responsible for keeping the summons forms which have been turned in by law enforcement officers in a manner which will allow for an annual audit of the summons forms.~~
- (a) **Enforcement.** Unless otherwise provided her herein, Code Enforcement Officers and the Sheriff's Office have the authority to enforce all provisions of this Chapter. The named enforcement officers in this Section are empowered to issue administrative citations and unform summons for criminal violations to persons violating any provision of this Chapter.
- (b) **Administrative Citations.** Any person who violates any provision of this Chapter is subject to an Administrative Citation as established in Jasper County Code Section 1-8(a).

- i. Administrative Fines. Unless otherwise provided herein, violations of any provision of this Chapter are subject to an Administrative Citation as established in Code Section 1-8(a).
- ii. In addition to any of the penalties or fees provided for in this Section, violation of any of the provisions of this Chapter may result in the revocation of any County permit or license issued to a Person or commercial business.

(c) *Penalty.* The violation of any of the codes or regulations adopted pursuant to the provisions of this Chapter, and pursuant to the authority provided by S.C. Code 1976 §22-3-550 as amended, is hereby declared to be a misdemeanor, and any person violating such codes or regulations shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to those penalties established in Section 1-8(b) of the Code.

Sec. 18-2. Use of public boat landings.

- (a) *Restrictions.* All public boat landings in the county shall not be used for camping, parking camper trailers, or the erection of tents, except at those landings where camping or parking is specifically authorized and signs to that effect are posted.
- ~~(b) *Penalty.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction shall be punished in accordance with section 1-8.~~

Sec. 18-4. Tampering with certain signs and traffic control devices.

- ~~(d) *Violations and penalties.* Any person who shall violate the provisions of this section shall be guilty of a misdemeanor and shall be punished to the maximum jurisdictional limit of the magistrate's court. Persons shall be deemed guilty of a separate offense, as provided for in Section 18-1 of this Chapter, for each sign which has been tampered with as described in this Section.~~

ARTICLE II. ELECTRONIC COMMUNICATIONS *RESERVED.* **DIVISION 1. ELECTRONIC COMMUNICATIONS WHILE DRIVING A MOTOR VEHICLE.**

~~Sec. 18-26. Electronic communications while operating a motor vehicle.~~

~~(a) *Definitions:*~~

~~*Electronic communications device* means an electronic device used for the purpose of composing, reading, or sending an electronic message, but does not include a global positioning system or navigation system or a device that is physically or electronically integrated into the motor vehicle.~~

~~*Electronic message* means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. "Electronic message" includes, but is not limited to, electronic mail, a text message, an instant message, or a command or request to access an internet site.~~

~~(b) *Prohibited while driving.* It shall be unlawful for a person to use an electronic communication device to compose, read, or send an electronic message while operating a motor vehicle on the streets and roads within the county; provided however, a violation described in this section shall not be a basis for a custodian arrest or a seizure of the electronic communications device in question.~~

~~(c) *Exceptions.* This section shall not apply to a person operating a motor vehicle while:~~

~~(1) Off the traveled portion of a roadway;~~

~~(2) Using an electronic communication device in a hands-free, voice activated, or voice-operated mode that allows the driver to review, prepare and transmit an electronic message without the use of either hand except to activate, deactivate, or initiate a feature or function;~~

~~(3) Summoning medical or other emergency assistance; or~~

~~(4) Using a citizens band radio, commercial two-way radio communication device, in-vehicle security, or amateur or ham radio device.~~

~~(d) Exemptions. The provisions contained within this section shall not apply to public safety personnel employed by a federal, state, county or municipal organization who are utilizing an electronic communication device during the course and scope of their official duties.~~

~~(e) Penalty. A person who violates this section is guilty of misdemeanor distracted driving and, upon conviction, shall be fined \$100.00 for a first offense, \$200.00 for a second offense, and \$300.00 for a third or subsequent offense. This fine is subject to all applicable court costs, assessments, and surcharges.~~

ARTICLE III. ENHANCED 911 EMERGENCY TELEPHONE SYSTEM

Sec. 18-55. ~~Penalties. Violations.~~

~~Any person who shall violate any provision of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction of such offense, may be fined not more than \$500.00 or imprisoned for not more than 30 days, and in addition, shall pay all costs and expenses involved in the case. Every 24 hours Each and every day or portion thereof during which any violation continues shall be considered a separate offense.~~

ARTICLE IV. HAZARDOUS MATERIALS ORDINANCE

Sec. 18-75. Official's right of entry.

- (a) The appropriate official designated by the county administrator or his authorized representative may at all reasonable times request access to any building whether completed or under construction, or to any property for the purpose of making an inspection or investigation to enforce any of the provisions of this article and, if denied, and a belief exists as to probable cause that hazardous materials are present, then such official shall obtain a search warrant to allow inspection of the premises.
- (b) If an emergency appears to exist, the county may petition for a court order enjoining the owner or occupant of the premises for conduction business or storing product in question.
- (c) No person, owner, or occupant of any building or premise shall fail, after proper credentials are displayed, to permit entry into any building or onto any property by the appropriate official designated by the county administrator, or a duly authorized agent, for the purpose of inspections pursuant to this article. ~~Any person violating this section shall be guilty of a misdemeanor and, upon conviction, sentenced to a \$500.00 fine or 30 days in jail for each offense.~~ Failure to comply with this Section shall be deemed a violation.

Sec. 18-80. ~~Enforcement and a~~Administration.

- (a) The Jasper County Emergency Management Department will be responsible for administration of this ~~ordinance~~ Article and maintaining registration.

Sec. 18-82. Notices and orders.

Whenever the fire marshal or a duly authorized agent designated by the county administrator finds in any building or upon any premises dangerous or hazardous conditions or materials, there shall be issued such notice or orders to remove or remedy the conditions as may be necessary for the protection of life and property from fire and smoke or explosion.

Sec. 18-83. ~~Violations and penalties.~~

- (a) Any person operating or maintaining any occupancy, premises or vehicle subject to this article, who fails to rectify any existing violation of this article on premises under ~~his~~ their control, or who fails to take immediate action to abate a violation of this article when ordered or notified to do so by the appropriate official designated by the county administrator or his duly authorized representative, shall be guilty of a separate violation for each existing issue related to the premises or vehicle. ~~misdemeanor, and sentenced to a \$500.00 fine or 30 days in jail for each offense.~~

- (b) Any person failing to register material(s), ~~or pay registration fee(s) or renewal fee(s)~~ covered by this article is in violation of the article and each shall be considered a separate violation. ~~is subject to the penalties and fees as previously outlined in section 18-81(a).~~

ARTICLE V. PROTECTION OF HISTORICAL AND ARCHAEOLOGICAL SITES

Sec. 18-104. ~~Penalty~~ Violations.

- (a) It shall be unlawful for any person to damage or cause to be damaged any area, structure, or artifact on a documented significant archaeological/historical site located within the county limits, without prior written permission from the county administrator or an appointed designee. Each such act of damage or disturbance shall constitute a separate offense. Documented sites are listed in section 18-103.
- (b) It shall be unlawful for any person to knowingly damage or remove from the ground any artifact located on any archaeological or historical site as defined above herein. The damaging or removal of each such article shall constitute a separate offense.
- (c) ~~Each violation of this section shall be punishable by a fine of not less than \$200.00 or incarceration of up to 30 days. Any artifact recovered pursuant to a violation of this section shall upon conviction be held by the sheriff pending determination of proper disposition. This violation and penalty shall be in addition to any violation or penalty for trespass, larceny, or damage to real or personal property.~~

Chapter 25 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE II. 2018 OMNIBUS ROAD ORDINANCE FOR THE NAMING OF ROADS, THE MAINTENANCE OF EXISTING ROADS, THE ACCEPTANCE OF ROADS AND THE STANDARDS FOR ROAD CONSTRUCTION

DIVISION 5. ENCROACHMENT PERMITS

Sec. 25-93. Violations.

Anyone who encroaches on the right-of-way of a county maintained highway, street or road without securing an encroachment permit or who fails to adequately restore the road and right-of-way after an encroachment shall be deemed a violation of this Chapter. ~~guilty of a misdemeanor, and shall be subject to the general penalty provisions of this code (See section 25-101).~~ Every 24 hours that the unauthorized encroachment exists, or that the inadequacy exists following notification, shall be considered a separate offense.

ARTICLE III. NAMING AND ADDRESSING OF ROADS

Sec. 25-134. ~~Enforcement~~ Violation.

Owners or occupants of buildings which are not in compliance with the provisions of this article shall be notified and required to meet the requirements herein within 60 days from the date of notification. A warning notice will be issued after the 60 days if the requirements have not been met. The owner or occupant shall be in violation of this Article if there is a failure to who does not voluntarily comply with this article within 30 days after delivery ~~of~~ a warning notice by registered or certified mail ~~shall be subject to criminal prosecution. Any person found violating a provision of this article shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$500.00 or 30 days imprisonment or both; and if such violation continues, each day's violation shall be a separate offense. Violation of this article may also be enforced by seeking a civil court order to compel compliance of civil remedies against the violator.~~



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Jasper County Council Consideration to Authorize the County Administrator to Execute PubliQ, LLC contract for Printing of 2025 Reappraisal Notices

Meeting Date:	September 15, 2025
Subject:	Consideration to Authorize the County Administrator to Execute PubliQ, LLC contract for Printing of 2025 Reappraisal Notices
Recommendation:	The council authorizes the County Administrator to execute the PubliQ, LLC contract for Printing of 2025 Reappraisal Notices in the amount of \$28,800.

Description: Section 2-204 (Contracting/purchasing authority) of the Jasper County Purchasing and Contracting Ordinance Chapter 2, Article V of the Jasper County Code of Ordinances provides that only the County Council has the authority to enter into contracts in excess of \$25,000 and all contracts for special services. The printing of 2025 reappraisal notices was inadvertently omitted from the PubliQ, LLC contract for FY2025 – 2026 which was approved by the Council at the June 16, 2025, meeting. The County desires to enter into a separate agreement with PubliQ, LLC for the omitted printing services. The contract amount is \$28,800, the contract term is September 15, 2025, through June 30, 2026, and will be coded to budget account line item 010-052-2510 after a budget amendment for fiscal year 2026.

Recommendation: Staff requests that the Council authorize the County Administrator to execute the contracts with PubliQ, LLC for printing of 2025 reappraisal notices in the amount of \$28,800.

Attachments:
PubliQ Software Contract



**JASPER COUNTY ASSESSOR
COUNTY ADMINISTRATION BUILDING
358 3RD AVENUE
RIDGELAND , SC 29936**

2025 PRINTING OF REAPPRAISAL NOTICES CONTRACT

This Computer Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2025, by and between PUBLIQ, LLC ("PUBLIQ") and JASPER COUNTY ASSESSOR.

**By: Wayne Burnett, Sales Representative
PUBLIQ, LLC
PUBLIQ Software
September 03, 2025**



There are many changes being discussed for 2025-2026 concerning property taxes in South Carolina. We at PUBLIQ try to keep up and stay ahead of these changes for our local government customers. We cannot anticipate the massive changes that may occur with the General Assembly this tax year. We will, however, work with your county to make any and all changes in the tax structure as smooth as possible.

This contract is based on processing taxes the same way that 2024 taxes were processed. If major changes are required in the tax system, we will calculate a cost to accomplish these changes and submit a contract to you for this cost for you to approve. As always, we will try to keep any cost for new legislative changes as low as we possibly can.

Note: The postage rates listed in this agreement are based on the current US postage rate and are subject to change based on US Postal Service. No postage discount are given to printing batches of less than 500, current postage rates apply. Freight charges are not included in the above figures, but will be applied when necessary. Certified Postage is not included in this agreement as line item as instructed by the county.

This is a courtesy notification of your upcoming PUBLIQ Software contract renewal software and services and is intended solely for the purpose of providing estimates for budgetary purposes. The pricing outlined herein is subject to modification.



1. Tax Services

Assessor Services

Process & Print Reappraisal Notices	32,000 @ .2500	<u>\$8,000.00</u>
	Total	\$8,000.00

Postage

Postage For Reappraisal Notices	32,000 @ .6500	<u>\$20,800.00</u>
	Total	\$20,800.00

Tax Services Total \$28,800.00



2. Summary of Charges

1. Tax Services	<u>\$28,800.00</u>
Grand Total	\$28,800.00

3. Governing Law and Jurisdiction

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

4. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

5. Express Warranties, Disclaimers and Damage Limits

(a) Limited Express Warranty. PUBLIQ warrants that it will perform the computer services described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.

(b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(c) Right to Damages Limited. Under no circumstances will PUBLIQ be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.



6. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

7. Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

8. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. The counterparts to this Agreement may be executed and delivered by facsimile or other electronic means by any one of the parties to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, this Agreement is executed by duly authorized representatives as of the dates set forth below.

PUBLIQ, LLC

JASPER COUNTY ASSESSOR

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR JASPER COUNTY
ORDINANCE NO. 0-2025-27

**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.**

WHEREAS, Jasper County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Hampton County, South Carolina (the “Park”) that is governed by that Agreement for the Establishment of a Multi-County Industrial/Business Park, effective as of May 6, 2013, by and between the County and Hampton County, South Carolina;

WHEREAS, CCBCC Operations, LLC (“Sponsor”), desires to expand its distribution facility in the County (“Project”) consisting of taxable investment in real and personal property of approximately \$7,400,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as Sponsor, the form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Acknowledgement of Location within the Park.* The inclusion of the Project in the Park is authorized and approved, and there is no other action required by the County to include the Project within the Park as the Project is located on real property that is situated and located within the Park. In the event it is determined that the Project is not located within the Park, the Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries to accommodate and include the Project.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

First Reading: August 18, 2025
Second Reading: September 2, 2025
Public Hearing: September 2, 2025
Third Reading: September 15, 2025

EXHIBIT A
FORM OF FEE AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR JASPER COUNTY
ORDINANCE NO. ~~_____~~ 0-2025-27

**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.**

WHEREAS, Jasper County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Hampton County, South Carolina (the “Park”) that is governed by that Agreement for the Establishment of a Multi-County Industrial/Business Park, effective as of May 6, 2013, by and between the County and Hampton County, South Carolina;

WHEREAS, CCBCC Operations, LLC (“Sponsor”), desires to expand its distribution facility in the County (“Project”) consisting of taxable investment in real and personal property of approximately \$7,400,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as Sponsor, the form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Acknowledgement of Location within the Park.* The inclusion of the Project in the Park is authorized and approved, and there is no other action required by the County to include the Project within the Park as the Project is located on real property that is situated and located within the Park. In the event it is determined that the Project is not located within the Park, the Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries to accommodate and include the Project.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

First Reading: [August 18, 2025](#)
Second Reading: [September 2, 2025](#)
Public Hearing: [September 2, 2025](#)
Third Reading: [September 15, 2025](#)

EXHIBIT A

FORM OF FEE AGREEMENT

Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 9/4/2025 2:56:23 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4924-7728-7759/2/CCBCC Operations, LLC - Jasper County - FILOT Ordinance.docx	
Modified DMS: nd://4924-7728-7759/3/CCBCC Operations, LLC - Jasper County - FILOT Ordinance.docx	
Changes:	
Add	5
Delete	5
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	10

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

CCBCC OPERATIONS, LLC

AND

JASPER COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF SEPTEMBER 15, 2025

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Exhibit A – Description of Property

Exhibit B – Form of Joinder Agreement

SUMMARY OF CONTENTS OF FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	CCBCC Operations, LLC	Section 1.1
Project Location	84 Carolina Cherry Drive	Exhibit A
Tax Map No.	048-00-01-039; 045-00-01-037	Exhibit A
FILOT		
• Phase Exemption Period	15 Years	Section 1.1.
• Contract Minimum Investment Requirement	\$7,400,000	Section 1.1
• Investment Period	2 Years	Section 1.1
• Assessment Ratio	6%	Section 4.1(a)(ii)
• Millage Rate	341.00	Section 4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1(a)(iii)
• Claw Back Information	Statutory	
Multicounty Park	Hampton-Jasper	Section 1.1

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [●], 2025, between Jasper County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Jasper County Council (“*County Council*”) as the governing body of the County, and CCBCC Operations, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has committed to expand its distribution facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of approximately \$7,400,000;

(c) By an ordinance enacted on September 15, 2025, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. *Terms.* The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a multicounty park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located in a multicounty park, references to taxes or *ad valorem* taxes means the fees-in-lieu of *ad valorem* taxes provided for in the MCIP Act.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years of the Commencement Date, or a combined total investment of at least \$5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable, out-of-pocket expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement for reasonable attorney’s and consultant’s fees; provided, however, Administration Expenses shall in no event exceed \$5,000. Administration Expenses do not include any reasonable costs or expenses, including

attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement. The Sponsor acknowledges that the County does not have an obligation to defend any challenges, but the County agrees to notify the Company in case of any challenges and provide a reasonable opportunity to the Sponsor to discuss the County's intended response to the challenge and any possible cooperation between the County and the Company in responding to the challenge.

"Code" means the Code of Laws of South Carolina, 1976, as amended.

"Commencement Date" means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2025. The parties agree that in the case the Sponsor fails to establish the Commencement Date prior to the last day of the property tax year that is three years from the year in which the County and the Sponsor entered into this Fee Agreement (i.e., later than December 31, 2028), the Fee Agreement shall not be invalidated (except as otherwise may be required under State law), and (i) the Commencement Date shall be deemed to be December 31, 2028, and (ii) the term of the Investment Period shall be deemed to have commenced as of December 31, 2028.

"Contract Minimum Investment Requirement" means a taxable investment in real and personal property at the Project of not less than \$7,400,000.

"County" means Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" means the Jasper County Council, the governing body of the County.

"Department" means the South Carolina Department of Revenue.

"Diminution in Value" means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

"Economic Development Property" means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

"Equipment" means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

"Event of Default" means any event of default specified in Section 7.1 of this Fee Agreement.

"Fee Agreement" means this Fee-In-Lieu Of *Ad Valorem* Taxes Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in the Multicounty Park.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2040, the Final Termination Date is expected to be January 15, 2042, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Infrastructure Credit” means the special source revenue credit Sponsor is eligible to receive pursuant to Section 12-44-70 of the Act and Section 4-1-175 of the MCIP Act, with respect to the Infrastructure.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending two years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2027.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Agreement for Establishment of Multi-County Industrial/Business Park, dated as of May 6, 2013, between the County and Hampton County, South Carolina, as amended.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 14th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor to the County, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor’s filing with the Department of Form PT-300 with Schedule S and Z attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act if the Sponsor provides the County with a copy of same.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means CCBCC Operations, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter

into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" by adopting an inducement resolution, as defined in the Act, on August 18, 2025.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The Project is located in the Multicounty Park and no further action on the County's behalf is required to include the Project within the Multicounty Park or expand the Multicounty Park boundaries to accommodate the Project.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a distribution facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2025. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2. *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to *ad valorem* taxation.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 341.00, which the parties understand is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2025.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 9.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. Subject in all respects to the County's obligations under Section 9.8 herein, if such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a)

and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V CLAW BACK

Section 5.1. Claw Back. If the Sponsor, together with any Sponsor Affiliate, fails to meet the Act Minimum Investment Requirement or the Contract Minimum Investment Requirement within the Investment Period, this Fee Agreement shall terminate and the Sponsor shall pay the amount, including interest, due under Section 12-44-140 of the Act for failure to meet the Act Minimum Investment Requirement. Any amount that may be due from the Sponsor to the County as calculated in accordance with this Section 5.1 is due within 90 days of receipt of a written statement from the County calculating such amount. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section 5.1 survives termination of this Fee Agreement.

ARTICLE VI DEFAULT

Section 6.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Fee Agreement, a “***Cessation of Operations***” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a termination of production that continues for a period of twelve (12) consecutive months;

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

(d) Failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above, or addressed in Section 5.1 hereof for which failure an exclusive remedy is provided pursuant to statute), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

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

Section 6.2. *Remedies on Default.*

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) bring an action for collection of any amounts due hereunder and/or terminate this Fee Agreement upon 30 days prior written notice to the Sponsor, in the case of an Event of Default under Section 6.1(a) and (b); or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Sections 6.1(c), (d), (e) and (f).

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

- (ii) terminate this Fee Agreement; or
- (iii) in case of materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law

Section 6.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.4. *Remedies Not Exclusive.* Unless otherwise provided for herein, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VII PARTICULAR COVENANTS AND AGREEMENTS

Section 7.1. *Right to Inspect.* Subject to the Sponsor's safety policies and requirements, this Fee Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior written notice (which may be given by email) to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 7.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("***Confidential Information***") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "***Confidential Information.***" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County shall use best efforts to advise the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 7.3. *Indemnification Covenants.*

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

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense

against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

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

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

Section 7.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 7.5 Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 7.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part, or all or substantially all of the Economic Development Property to which this Fee Agreement relates, with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and

the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 7.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 7.8. Administration Expenses. The Sponsor will reimburse the County for its Administration Expenses not to exceed \$7,500 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE VIII SPONSOR AFFILIATES

Section 8.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project; provided, however, the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 8.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE IX MISCELLANEOUS

Section 9.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

CCBCC Operations, LLC
Attn: Tax Department-Jack Casey
4115 Coca-Cola Plaza
Charlotte, North Carolina 28211

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough LLP
Attn: Edward G. Kluiters
1320 Main Street, 17th Floor
Columbia, South Carolina 29201

IF TO THE COUNTY:

Jasper County, South Carolina
Attn: Jasper County Administrator
P.O. Box 1149
358 Third Avenue
Ridgeland, South Carolina 29936

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 9.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 9.3. Counterparts; Electronic Signatures. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Each party hereto also agrees that electronic signatures, whether digital or encrypted, of the parties to this Fee Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

Section 9.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 9.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 9.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 9.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 9.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Infrastructure Credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 9.9. Force Majeure. Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, pandemics, inability to obtain materials, conditions arising from governmental orders or regulations, natural disaster, war or national emergency, acts of God, or any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 9.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 9.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 9.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 9.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 9.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Jasper County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Jasper County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

CCBCC OPERATIONS, LLC

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

ALL THOSE CERTAIN PIECES, PARCELS OR LOTS OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF JASPER, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESCRIBED AS "TMS 048-00-01-037" AND "TMS 048-00-01-039", AS MORE FULLY SHOWN AND DELINEATED ON A PLAT ENTITLED "A BOUNDARY SURVEY AND LOT LINE ABANDONMENT PLAT TO COMBINE TMS# 048-00-01-039 AND 048-00-01-037 BEING A PORTION OF CYPRESS RIDGE INDUSTRIAL PARK" DATED AUGUST 15, 2017 IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA, IN PLAT BOOK 0035, PAGE 0214; SAID PARCELS HAVING SUCH METES AND BOUNDS, COURSES AND DISTANCES AS WILL MORE FULLY APPEAR BY REFERENCE TO THIS AFORESAID PLAT WHICH IS INCORPORATED HEREIN BY REFERENCE.

BEING THE SAME PROPERTY AS CONVEYED TO THE GRANTOR HEREIN BY DEED OF JASPER COUNTY, SOUTH CAROLINA, A BODY POLITIC AND CORPORATE AND A POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, DATED JUNE 10, 2015, AND RECORDED JUNE 11, 2015, AND RECORDED IN BOOK 0415, AT PAGE 0418, IN THE ROD OFFICE FOR JASPER COUNTY, SOUTH CAROLINA.

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective September 15, 2025 (“Fee Agreement”), between Jasper County, South Carolina (“County”) and CCBCC Operations, LLC (“Sponsor”).

1. Joinder to Fee Agreement.

[_____] a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity

By:_____

Its:_____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

JASPER COUNTY, SOUTH CAROLINA

By:_____

Its:_____

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

CCBCC OPERATIONS, LLC

AND

JASPER COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF ~~10~~SEPTEMBER 15, 2025

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Exhibit A – Description of Property
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SUMMARY OF CONTENTS OF FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	CCBCC Operations, LLC	Section 1.1
Project Location	84 Carolina Cherry Drive	Exhibit A
Tax Map No.	048-00-01-039; 045-00-01-037	Exhibit A
FILOT		
• Phase Exemption Period	15 Years	Section 1.1.
• Contract Minimum Investment Requirement	\$7,400,000	Section 1.1
• Investment Period	2 Years	Section 1.1
• Assessment Ratio	6%	Section 4.1(a)(ii)
• Millage Rate	341.00	Section 4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1(a)(iii)
• Claw Back Information	Statutory	
Multicounty Park	Hampton-Jasper	Section 1.1

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [●], 2025, between Jasper County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Jasper County Council (“*County Council*”) as the governing body of the County, and CCBCC Operations, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has committed to expand its distribution facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of approximately \$7,400,000;

(c) By an ordinance enacted on ~~February~~ [September 15](#), 2025, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. *Terms.* The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a multicounty park and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located in a multicounty park, references to taxes or *ad valorem* taxes means the fees-in-lieu of *ad valorem* taxes provided for in the MCIP Act.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years of the Commencement Date, or a combined total investment of at least \$5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable, out-of-pocket expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee

Agreement for reasonable attorney's and consultant's fees; provided, however, Administration Expenses shall in no event exceed \$5,000. Administration Expenses do not include any reasonable costs or expenses, including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement. The Sponsor acknowledges that the County does not have an obligation to defend any challenges, but the County agrees to notify the Company in case of any challenges and provide a reasonable opportunity to the Sponsor to discuss the County's intended response to the challenge and any possible cooperation between the County and the Company in responding to the challenge.

"Code" means the Code of Laws of South Carolina, 1976, as amended.

"Commencement Date" means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2025. The parties agree that in the case the Sponsor fails to establish the Commencement Date prior to the last day of the property tax year that is three years from the year in which the County and the Sponsor entered into this Fee Agreement (i.e, later than December 31, 2028), the Fee Agreement shall not be invalidated (except as otherwise may be required under State law), and (i) the Commencement Date shall be deemed to be December 31, 2028, and (ii) the term of the Investment Period shall be deemed to have commenced as of December 31, 2028.

"Contract Minimum Investment Requirement" means a taxable investment in real and personal property at the Project of not less than \$7,400,000.

"County" means Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" means the Jasper County Council, the governing body of the County.

"Department" means the South Carolina Department of Revenue.

"Diminution in Value" means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

"Economic Development Property" means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

"Equipment" means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

"Event of Default" means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee-In-Lieu Of *Ad Valorem* Taxes Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in the Multicounty Park.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2040, the Final Termination Date is expected to be January 15, 2042, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Infrastructure Credit” means the special source revenue credit Sponsor is eligible to receive pursuant to Section 12-44-70 of the Act and Section 4-1-175 of the MCIP Act, with respect to the Infrastructure.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending two years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2027.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Agreement for Establishment of Multi-County Industrial/Business Park, dated as of May 6, 2013, between the County and Hampton County, South Carolina, as amended.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 14th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor to the County, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor’s filing with the Department of Form PT-300 with Schedule S and Z attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act if the Sponsor provides the County with a copy of same.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means CCBCC Operations, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" by adopting an inducement resolution, as defined in the Act, on ~~February 18~~ [August 18](#), 2025.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The Project is located in the Multicounty Park and no further action on the County's behalf is required to include the Project within the Multicounty Park or expand the Multicounty Park boundaries to accommodate the Project.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a distribution facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2025. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2. *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to *ad valorem* taxation.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 341.00, which the parties understand is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2025.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 9.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. Subject in all respects to the County's obligations under Section 9.8 herein, if such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V CLAW BACK

Section 5.1. *Claw Back.* If the Sponsor, together with any Sponsor Affiliate, fails to meet the Act Minimum Investment Requirement or the Contract Minimum Investment Requirement within the Investment Period, this Fee Agreement shall terminate and the Sponsor shall pay the amount, including interest, due under Section 12-44-140 of the Act for failure to meet the Act Minimum Investment Requirement. Any amount that may be due from the Sponsor to the County as calculated in accordance with this Section 5.1 is due within 90 days of receipt of a written statement from the County calculating such amount. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section 5.1 survives termination of this Fee Agreement.

ARTICLE VI DEFAULT

Section 6.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a termination of production that continues for a period of twelve (12) consecutive months;

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

(d) Failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above, or addressed in Section 5.1 hereof for which failure an exclusive remedy is provided pursuant to statute), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

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

Section 6.2. *Remedies on Default.*

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) bring an action for collection of any amounts due hereunder and/or terminate this Fee Agreement upon 30 days prior written notice to the Sponsor, in the case of an Event of Default under Section 6.1(a) and (b); or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Sections 6.1(c), (d), (e) and (f).

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law

Section 6.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.4. *Remedies Not Exclusive.* Unless otherwise provided for herein, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VII PARTICULAR COVENANTS AND AGREEMENTS

Section 7.1. *Right to Inspect.* Subject to the Sponsor's safety policies and requirements, this Fee Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior written notice (which may be given by email) to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 7.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("***Confidential Information***") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "***Confidential Information***." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County

shall use best efforts to advise the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 7.3. *Indemnification Covenants.*

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

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

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

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

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

Section 7.4. *No Liability of County Personnel.* All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or

appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 7.5 *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 7.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part, or all or substantially all of the Economic Development Property to which this Fee Agreement relates, with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 7.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 7.8. *Administration Expenses.* The Sponsor will reimburse the County for its Administration Expenses not to exceed \$7,500 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE VIII SPONSOR AFFILIATES

Section 8.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project; provided, however, the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any

entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 8.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE IX MISCELLANEOUS

Section 9.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

CCBCC Operations, LLC
Attn: Tax Department-Jack Casey
4115 Coca-Cola Plaza
Charlotte, North Carolina 28211

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough LLP
Attn: Edward G. Kluiters
1320 Main Street, 17th Floor
Columbia, South Carolina 29201

IF TO THE COUNTY:

Jasper County, South Carolina
Attn: Jasper County Administrator
P.O. Box 1149
358 Third Avenue
Ridgeland, South Carolina 29936

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 9.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 9.3. Counterparts; Electronic Signatures. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Each party hereto also agrees that electronic signatures, whether digital or encrypted, of the parties to this Fee Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

Section 9.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 9.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 9.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 9.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 9.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Infrastructure Credit to the Sponsor to the maximum extent permitted

by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 9.9. *Force Majeure.* Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, pandemics, inability to obtain materials, conditions arising from governmental orders or regulations, natural disaster, war or national emergency, acts of God, or any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 9.10. *Termination; Termination by Sponsor.*

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 9.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 9.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 9.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 9.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Jasper County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Jasper County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

CCBCC OPERATIONS, LLC

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

ALL THOSE CERTAIN PIECES, PARCELS OR LOTS OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF JASPER, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESCRIBED AS "TMS 048-00-01-037" AND "TMS 048-00-01-039", AS MORE FULLY SHOWN AND DELINEATED ON A PLAT ENTITLED "A BOUNDARY SURVEY AND LOT LINE ABANDONMENT PLAT TO COMBINE TMS# 048-00-01-039 AND 048-00-01-03 7 BEING A PORTION OF CYPRESS RIDGE INDUSTRIAL PARK" DATED AUGUST 15, 2017 IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA, IN PLAT BOOK 0035, PAGE 0214; SAID PARCELS HAVING SUCH METES AND BOUNDS, COURSES AND DISTANCES AS WILL MORE FULLY APPEAR BY REFERENCE TO THIS AFORESAID PLAT WHICH IS INCORPORATED HEREIN BY REFERENCE.

BEING THE SAME PROPERTY AS CONVEYED TO THE GRANTOR HEREIN BY DEED OF JASPER COUNTY, SOUTH CAROLINA, A BODY POLITIC AND CORPORATE AND A POLITICAL SUBDIVISION OF THE STATE OF SOUTH CAROLINA, DATED JUNE 10, 2015, AND RECORDED JUNE 11, 2015, AND RECORDED IN BOOK 0415, AT PAGE 0418, IN THE ROD OFFICE FOR JASPER COUNTY, SOUTH CAROLINA.

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective ~~+~~ [September 15](#), 2025 (“Fee Agreement”), between Jasper County, South Carolina (“County”) and CCBCC Operations, LLC (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity

By:_____

Its:_____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

JASPER COUNTY, SOUTH CAROLINA

By:_____

Its:_____

Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 9/4/2025 2:54:35 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4927-8799-4703/7/CCBCC Operations, LLC - Jasper County - FILOT Agreement.docx	
Modified DMS: nd://4927-8799-4703/8/CCBCC Operations, LLC - Jasper County - FILOT Agreement.docx	
Changes:	
Add	172
Delete	88
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	260

AGENDA

ITEM # 9

PRESENTATION

AGENDA

ITEM # 10

CHAIRMAN'S
COMMENTS

AGENDA
ITEM # 11
CITIZEN
COMMENTS

AGENDA

ITEM # 12

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION #R-2025-52

RESOLUTION OF JASPER COUNTY COUNCIL

**TO REINSTATE CERTAIN EMERGENCY SERVICES PROPERTY
PREVIOUSLY DECLARED AS SURPLUS PURSUANT TO SECTION 2-425
OF THE JASPER COUNTY CODE OF ORDINANCES IN RESOLUTION
#R-2025-38 ON JUNE 16, 2025, AND TO AUTHORIZE ITS TRANSFER
TO THE JASPER COUNTY SHERIFF'S OFFICE**

WHEREAS, the County Council declared ALF M2 Ambulance VIN #IFVACWDJ68H234599 as surplus property no longer necessary or useful to the County for the accomplishment of its mission pursuant to section 2-425 of the Jasper County Code of Ordinances on June 16, 2025, with Resolution #R-2025-38, and

WHEREAS, the Jasper County Sheriff has determined that the ALF M2 Ambulance VIN #IFVACWDJ68H234599 would be useful to the Jasper County Sheriff's Office as a Dive Team and Special Weapons and Tactics (SWAT) vehicle and requests that the vehicle be transferred to the Jasper County Sheriff's Office; and

NOW THEREFORE, BE IT RESOLVED, by a majority of the Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby, resolves that that the property identified as ALF M2 Ambulance VIN #IFVACWDJ68H234599 is no longer deemed surplus and shall be transferred to the Jasper County Sheriff's Office for use as a Dive Team and Special Weapons and Tactics (SWAT) vehicle.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption.

This Resolution No. R-2025-52 made this ____th day of September 2025.

John A. Kemp, Chairman

ATTEST:

Wanda H. Giles, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

Jasper County Attorney Date

OR BK1187 PG 630 - 641 (12)
Doc No: 202500004184
Recorded: 06/20/2025 03:45:07 PM
RESL Fee Amt: \$0.00
State Tax: \$0.00 Local Tax: \$0.00
Filed for Record in Jasper County, SC ROD
Vanessa Wright, Registrar

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION #R-2025-38

RESOLUTION OF JASPER COUNTY COUNCIL

**TO DECLARE CERTAIN FIRE AND EMERGENCY SERVICES PROPERTY
TO BE SURPLUS AND AUTHORIZE ITS SALE OR DISPOSITION
PURSUANT TO SECTION 2-425 OF THE JASPER COUNTY CODE OF
ORDINANCES**

WHEREAS, the County Administrator has identified the property listed below as no longer necessary or useful to the County for the accomplishment of its mission and recommends that it be declared surplus and sold or otherwise disposed of.

NOW THEREFORE, BE IT RESOLVED, by a majority of the Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby, resolves that that the property identified in the attached Exhibits A, B, C, and D is declared surplus pursuant to the Jasper County Purchasing and Procurement Ordinance, Ordinance #05-04 (as codified in Chapter 2, Article V of the Jasper County Code of Ordinances, Sections 2-401 et seq.), and specifically section 2-425(d) and the Chief Procurement Officer of the County is authorized and directed to sell or otherwise dispose of the property in accordance with that Ordinance, and in consultation with the County Administrator, may determine the most suitable method to dispose of the property, with the sales proceeds, if any, payable into the General Fund.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

This Resolution No. 2025-38 made this 16th day of June 2025.


John A. Kemp, Chairman

ATTEST:


Wanda H. Giles, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

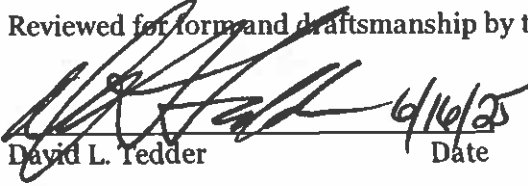

David L. Tedder Date 6/16/25

Exhibit C

SURPLUS APPARATUS

<u>Asset #</u>	<u>Description</u>	<u>VIN</u>
170	E-One International	1HT5DPBR6MH389853
171	E-One International	1HTSDPBR4MH389852
172	E-One International	1HTSDPBR2MH389851
365	ALF Metropolitan Engine	4Z3AADAKO0RJ46960
367	ALF FL80 Engine	1FVABXAK61HJ6918
795	CHEVROLET TAHOE	1GNSC4E09CR276393
804	Spartan\FMC	4S7AT9D03KC002433
834	Ram 4500	3C7WRKBJ3FG647078
857	International	1HTSDPBN3NH405022
135	GMC Fire Truck	1GDM7D1G0HV537865
409	ALF Freightliner	1FVABXAKX3DM09373
915	3500	1GBJC34K58E203705
916	3500	1GBJC34K18E203751
716	F-350 Utility	1FDWF37F4XED43438
747	ALF M2 Ambulance	1FVACWDJ68H234599

From: [James Iwanicki](#)
To: [James Iwanicki](#), [Kimberly Burgess](#), [Dallas Lassiter](#)
Subject: RE: 197 pic
Date: Friday, September 5, 2025 8:25:38 AM
Attachments: [image001.png](#)

Thanks Russ

Jim Iwanicki, P.E.
Engineering Services Director
Jasper County, SC



625 Live Oak Road
P.O. Box 1244
Ridgeland, SC 29936

Phone Number (843) 726-7740
Cell Number (843) 226-5817

From: Russell Wells <rwells@jaspercountysc.gov>
Sent: Friday, September 5, 2025 8:23 AM
To: Kimberly Burgess <kburgess@jaspercountysc.gov>; James Iwanicki <jiwanicki@jaspercountysc.gov>; Dallas Lassiter <dlassiter@jaspercountysc.gov>
Subject: 747 pics



ON CONTROL INFORMATION
DATE OF MANUFACTURE

04/07

BY FREIGHTLINER LLC,
NOISE EMISSION APPLICABLE TO MEDIUM
UTILITY OF THE FINAL STAGE MANUFACTURER
WINNING CONFORMANCE TO 40 CFR PART 205,
(C. 205.55-4).

L PART NO. 24-01177-020 REV A





Sent from my iPhone